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Trainer | Coach

Advanced Eponaquest® Instructeur

Equine Facilitated Experiential Learning

- Leadership Development
- Teambuilding
- Personal growth
- Education & training course: Coach / Instructor Equine Facilitated Learning

Terms & Conditions covering Training, Coaching and Educational Programmes of Rayamedicine Training & Coaching

Disclaimer: This is not an officially certified English translation. This translation text is for information purposes only. No rights can be derived from accidental discrepancies between this translation and the Dutch language original. Dutch law applies to these terms. The Dutch text of the terms & conditions applies in case of disputes.

Latest Update 5-12-2021 - These terms & conditions may be unilaterally amended by the organizer. After adjustments the new version will apply.

These Terms and Conditions are applicable to all training and education (hereinafter referred to as "the training program" or "the training") organized by Rayamedicine Training & Coaching and/or its trading name Teams with Horsepower (hereinafter referred to as "the organizer").

The organizer may appoint co-trainers, other instructors, training assistants or trainees, to support the teaching of programs if necessary and desired.

Participation in programs is open to private individuals as well as those who participate on professional grounds. Various parts of the terms and conditions may therefore apply to different legal entities: to the participant as an individual (hereinafter "the participant") or to a legal entity of a participant registered with a chamber of commerce, and/or to the employer of a participant (hereinafter "the client").

The provisions regarding confidentiality (1), health (2), safety (3), liability (4), and safe, animal-friendly, handling of horses (8) always apply to all participants present in the training, workshop, education or coaching session.

When registering for this program/training, you as a participant and client implicitly agree to these terms and conditions. You are formally enrolled once you have confirmed your enrollment verbally or in writing after the intake process.

1. Confidentiality and Privacy

You, as participant, understand that our coaching sessions, trainings, workshops and the interventions with horses, may possibly activate (new) emotions and feelings. A successful personal development process requires your commitment and willingness to experiment, to let go of old patterns and to open up to new perspectives.

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You, as a participant, take responsibility for helping to maintain the atmosphere of confidentiality and interpersonal respect in the educational program or training.

As a participant, you are free to communicate your own experiences in this program to third parties if you wish, with the strict exception of information about fellow participants that might in any way violate their privacy.

The organizer, or trainer-coaches hired by the organizer, will keep personal information entrusted to them by individual participants and clients strictly confidential. Information that you personally share with your trainer or coach during a training or coaching session, or information about your learning and challenges, will not be shared by us with your employer, or with other participants.

The organizer will make every effort to keep data entrusted to it secure. In handling personal data, such as address and contact details and other data relevant to the program, Organizer is obliged to adhere to the guidelines described in the General Data Protection Regulation. For our privacy policy, see the **Privacy Statement of Rayamedicine Training & Coaching** (separate attachment).

You as a participant are aware that absolute confidentiality of personal information sent by e-mail cannot be guaranteed 100% because there is always some risk of data leakage outside the direct control of the Organizer.

2. Health

The participant will discuss verbally with the Organizer or her designated Co-trainer any relevant health issues that may impact effectiveness and safety of the proposed equine training activities in his/her case. (In doing so, you are not legally required to share medical details about your health).

The information you share will remain strictly confidential between you, the trainer-coach and/or organizer. Rayamedicine Training & Coaching, or co-trainer/coaches hired by it, will not put this information in writing or store it digitally, unless you specifically request and authorize us to do so.

Please note that putting such medical information in writing and sending it by post or e-mail at your own initiative will be interpreted by us as your explicit consent to store this information. Only in that case will this information be stored as specified in our privacy policy, in accordance with the General Data Protection Regulation (see Privacy Statement of Rayamedicine Training & Coaching - separate attachment). In accordance with the GDPR we will of course remove any stored personal information from our files at your request.

3. Safety

The training and handling of horses takes place in accordance with the professional best-practice guidelines for Experiential Learning with Horses of Eponaquest LLC, USA.

You accept that horses are highly sensitive flight animals, which means their natural behavior includes the possibility they may react suddenly, and that dealing with horses can therefore involve risks (both before, during, and after specific activities).

You enter the premises where the training takes place and where the horses are kept voluntarily, and entirely at your own risk. You participate voluntarily, and entirely at your own risk, in the proposed activities. Insofar as you enter the training premises and/or adjoining areas where horses are kept before, during or after a session with the permission of your trainer-coach or owner of the horses, you also do so at your own risk.

If instructions are not clear to you, if you have difficulty with any of the activities, or do not feel comfortable/safe in performing an activity, you will discuss this with your trainer-coach immediately.

For your own safety, the safety of others, and to ensure the welfare of the animals present, you will adhere to the **Rayamedicine Guidelines for Safe Handling of Horses** (see below), and any additional safety guidelines as directed by the horse facility where the training/workshop takes place.

While on the premises, you follow the instructions of the trainer-coach or co-trainers hired by her, and/or the stable/terrain owner regarding the handling of the animals present. If you act against the instructions of the trainer-coach, co-trainers, or the stable/terrain owner, this may result in immediate exclusion from further participation in the training, as well as from the premises.

4. Liability

In case the organiser will be held liable in any way towards the participant and/or the client then this liability, including a possible payment obligation towards the participant and/or the client, will at all times be limited to the amount that will be paid by the liability insurance of the organiser in the case concerned.

In case the insurer of the organiser does not pay out, or the damage is not covered by the insurance, the liability of the organiser is always limited to the participation fee, including VAT and with deduction of any discounts given, paid by the participant for the relevant programme.

The Organizer is never liable for indirect damages of the client or participant (such as consequential damages, lost profits, lost sales and other stagnation), damages that have occurred because the participant or client provided incorrect information and damages that have occurred as a result of the non-observance by the client of the rules of conduct and safety, or the non-observance of directions and instructions of the Organizer and/or employees of the Organizer.

You accept, as stated in article 3 of these terms and conditions, the risk inherent in handling large flight animals and that damage resulting from the natural behaviour of horses may be (partly) for your own account.

5. Payment

Group trainings and workshops require preparations that begin before the start of the program. This includes, among others, agreements with third parties about availability of horses and rooms, possible logistical activity such as transportation of horses, and various preparation costs. This means that when registering for a group training or education program, a down payment is required in advance.

When you accept our tender for a customized corporate training you agree in principle to a down payment of half of the specified training fee prior to the start of the training. (Should this apply to your training, it will be indicated in the quotation.)

Upon your final agreement to participate in an apprenticeship taught by the organizer, for the professional certificate of coach-instructor experiential learning with horses, you agree to an immediate deposit of at least 1/3 of the participation fee. The participation fee can be paid in once, or in 2 or 3 parts. The payment plan will be discussed during the intake interview.

- When paying for participation in the Nature of Wisdom (NOW) program in 2 or 3 parts, you agree to pay at least 50%, or 2/3 in 2 part payments, prior to the start of the first part of the program. You will pay the remaining amount at least one month before the start of the 2nd part.
- For the Level 1, 2 or 3 certification courses you agree to pay the entire participation fee (in whole or in 2 or 3 parts) prior to the start of the training program.

If you would like to propose an alternative payment plan than the options outlined above, please discuss this with the organizer in the intake interview prior to final enrollment.

For individual coaching sessions, or for coaching trajectories that include up to 3 live sessions with horses, you pay the participation fee in one installment, prior to the first (digital or live) session.

For customised coaching programs of multiple sessions, the participant or client agrees to pay a minimum of 50% prior to the first (digital or live) session, and the remainder according to the payment plan agreed in the tender.

6. Cancellation

Individual coaching sessions that are cancelled by the participant or client less than 24 hours in advance will be charged in full, unless there is demonstrable force majeure. No fee will be charged for individual sessions that must be rescheduled or cancelled by the organizer or her contractors. The above applies to both one-off sessions and sessions that are part of a multiple session trajectory.

If a multi-day training, education program or coaching program of multiple sessions must be cancelled by the organizer due to circumstances beyond its control (eg. accident / illness or extreme damage to training location), organizer will offer a similar program as soon as possible at a time to be agreed with participants and clients.

If necessary, the organizer may decide in consultation with participant/client, to have the program taught by other qualified instructors, trainers and/or coaches contracted by the organizer.

In the event of cancellation by the participant or client from 1 month to 14 days prior to the weekday of the agreed start date, Rayamedicine Training & Coaching will charge 25% of the total participation fee in order to meet its obligations. For cancellations less than 14 days before the start date, 50% of the participation fee will be charged. (When participating in training or certification programs with open registration, it is in such cases negotiable to join a subsequent program at a reduced rate).

In the event of cancellation on the part of the participant or client during or after the first day of a multi-day training course, or the first part of a multi-part training module, the entire participation fee is still due, according to the payment plan agreed upon in advance.

If this is a certification course, Rayamedicine Training & Coaching will endeavour to help you complete the program in another way. This may involve additional costs.

7. Certification as coach or instructor Experiential Learning with Horses

The training modules offered by the organizer to coach or instructor Experiential Learning with Horses are subject to certification requirements that are described per module. By participating in a module you agree with the applicable certification conditions in addition to the general conditions in this document.

8. Guidelines for Safe and Animal Friendly Handling of Horses

Participants in training and coaching through Experiential Learning with Horses are explicitly invited to enjoy dealing with the horses. This can happen safely if the horse can also relax, and thus clear rules and boundaries are maintained regarding our behavior towards the horse.

Horses are living creatures with their own natural behavior and sensory perception. They are prey animals that react differently to their environment than humans, which means that one must always consider the possibility that they suddenly react with defensive or escape behavior.

The following guidelines have been drawn up to enable both horse and human to make optimal contact and have the best possible experience during the coaching or training session.

Non-compliance with these guidelines by participants results in immediate safety risks for participants themselves, the trainer(s)-coach(s), any third persons present, and last but not least, the horses. If the instructions of the trainer(s)-coach(es) are not followed, immediate exclusion from further participation without reimbursement of costs can be the consequence.

1) Young people under 18 participating in activities with horses may do so only with the written consent of their parent or guardian.

- 2) Do not touch horses to which you have not (yet) been introduced. Always ask permission first from the trainer-coach, the stable/terrain owner, or the owner of the horse if you want to touch horses or if you wish to feed them anything.
- 3) The trainer-coach will always provide a brief demonstration or explanation of how participants can safely handle horses before the practical part with the horse. Always follow directions from the trainer-coach, or the stable owner of the location, when you are around them.
- 4) As prey animals, horses respond primarily to how the person approaching them feels. So approach horses as much as possible with calm strides and quiet movements. When doing so, breathe calmly through your belly and don't hold your breath as this will make you tense yourself. If you feel inner tension or stress when approaching the horse, or if an emotion such as anger, frustration, or fear arises, report this to your coach and ask for a "time out". This will normally begin to ease your tension immediately. Usually there is important information to be found in the cause of this tension that will help you further in achieving the goal of the session, and you can continue at ease after analyzing it. Note that sometimes it is the human who picks up on the horse's feelings, rather than the other way around! This is also important information, so if in any way you feel a strong reaction around a horse, take a time out (leaving the corral it is in if you are with it), and ask your coach for explanation or guidance.
- 5) If you are leading a horse by a rope, never wrap the rope around your hands. Do not put the rope around your neck or over your shoulder but hold it with both hands.
- 6) Do not stand directly in front of, or directly behind a horse: then you are in its blind spot and it cannot see you. If you want to walk behind a horse to the other side of it, gently place your hand on the center of his back and walk around it within your arm's length. This allows the horse to sense where you are. If you are closer to a loose horse during a session and the horse is moving, stay out of the zone where it might accidentally hit you with a hoof if it gets spooked. If the horse is standing still, you can feel free to approach and touch it as long as you are well within its field of vision, and it shows no signs of agitation.
- 7) If there are two people working with a horse, it is best to both be on the same side at the same time to prevent the horse may give way to one person and thereby push against the other.
- 8) If the trainer-coach asks you to stop what you are doing, stop immediately, and calmly move at least two feet away from the horse. If you are in a riding arena, lunging circle, or fenced paddock with a horse, the safest place is always in the middle, as you cannot get between the horse and a fence or wall. When the session is over, you want a time out, or you are asked by the coach to stop, always go to the middle, and wait there for further instructions.
- 9) Never use force if a horse does something unexpected or goes against your lead. Physical force only increases the likelihood of a horse's possible flight or self-defense response.
- 10) If a horse that you lead by the hand unexpectedly gets spooked and panics, don't try to hold it back with pressure but rather give it some space. Stay as calm and relaxed as possible. If the horse's panic gets worse and it wants to run away, don't fight it, but let it go and call HORSE LOOSE!