



Josselien Janssens
Trainer | Coach
Advanced Eponaquest® Instructor

Tel. +31 6-15893933
eqmpower.com
contact@eqmpower.com

General Terms and Conditions

Update 05-12-2025 – These general terms and conditions may be amended unilaterally by the organiser. After amendments, the new version applies.

These General Terms and Conditions apply to all coaching trajectories, group trainings and training programmes organised by EQMPower Leadership Development and/or its trade names Medicine Horse Academy and Teams met Paardenkracht (hereinafter referred to as “the organiser”).

During the training or coaching session, the organiser may personally be your coach or training instructor. If necessary, organiser may contract training instructors, assistants or interns to carry out a training programme together with her.

Participation in coaching sessions, group trainings or certification programmes is open to both private individuals and persons participating on professional grounds.

Different clauses in these terms and conditions may therefore apply to different legal entities:

- to the participant as an individual (hereinafter “the participant”),
- to a legal entity registered in the commercial register associated with a participant, and/or to the employer of a participant if this employer is the commissioning party (hereinafter “the client”).

By registering for a coaching trajectory, group training programme, open-enrolment training or training programme offered by the organiser, you as participant and/or client agree to these General Terms and Conditions. Your registration for coaching trajectories, training modules or open-enrolment trainings becomes formal once you have confirmed your registration verbally or in writing.

Assignments for bespoke group trainings become formal once you have verbally or in writing agreed to a quotation issued by the organiser.

1. Confidentiality and Privacy

You as participant understand that our coaching sessions, trainings, workshops and the equine-facilitated interventions within them may initiate (new) emotional processes. Successful personal growth requires, on your part, acceptance of emotions, commitment, willingness to experiment, letting go of old patterns and openness to new perspectives.

When participating in a group workshop or training, as participant, you agree to maintain strict discretion and confidentiality with regards to training experiences of your fellow participants. As participant, you take responsibility for helping to maintain an atmosphere of mutual confidentiality and interpersonal respect.

The organiser and/or trainer-coaches contracted by her will treat all personal information entrusted to them by individual participants and clients as strictly confidential.

Information you personally share with your trainer or coach during a training or coaching session, or information about your learning process and challenges, will not be shared with your employer or with other participants.

The organiser will take all reasonable measures to store entrusted information securely. In handling personal data, such as address and contact details and other data relevant to the programme, the organiser is obliged to comply with the General Data Protection Regulation (GDPR). For our privacy policy, see the **Privacy Statement of EQMPower Leadership Development** (separate appendix).

You as participant are aware that absolute confidentiality of personal information sent by email cannot be guaranteed 100%, because there is always some risk of data breaches outside the direct control of the organiser.

2. Health

The organiser and training instructors rely on your own assessment of your fitness to participate. All relevant health matters that may impact effectiveness and safety for you, of the proposed training activities with horses must be discussed verbally with the organiser or her designated training instructor who will be training you. (You are not legally required to share medical details about your health.)

The information you share remains strictly confidential between you, the organiser, and if applicable the training instructor. EQMPower Leadership Development, or training instructors engaged by her, will not record or store this information digitally unless you explicitly consent to this.

Note: If you voluntarily record such information in writing and send it by post or email, this will in this context be interpreted by us as your explicit consent to store it digitally. Only in that situation will this information be stored for a period in accordance with the General Data Protection Regulation – see the **Privacy Statement of EQMPower Leadership Development** (separate appendix) for an explanation of the purpose, storage and duration of storage of personal data. We will remove this stored information from our records at your request.

3. Safety

The trainings and the interaction with horses take place in accordance with the professional best-practice guidelines for Equine-Facilitated Learning of Eponaquest LLC, USA.

You accept that horses are extremely sensitive flight animals, which means that they may sometimes react suddenly due to their natural behaviour, and that interacting with horses therefore carries risks (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.

You may only interact with the horses present, enter a training enclosure with a horse, or enter enclosures where horses are kept and fed with prior permission from the organiser, the training instructors, or the stable owner or his staff. When doing so, you will adhere to their instructions and the applicable safety rules.

If instructions are unclear to you, if you experience difficulty with one of the activities, or if you do not feel comfortable/safe performing an activity, you must discuss this immediately with your trainer-coach.

For your own safety, the safety of others, and to safeguard the welfare of the animals present, you must comply with the **House Rules for Safe Interaction with Horses** (see 11. at the bottom), and any additional house rules of the stable where the training/workshop takes place.

While on the premises, you must follow the verbal instructions of the organiser or training instructor engaged by her, and/or the stable/property owner with regard to interacting with the animals present. If you act against the instructions of the trainer-coach, training instructor, or the stable/property owner, this may result in immediate exclusion from further participation and removal from the premises.

4. Liability

Should the organiser be found liable under applicable Dutch law towards the participant and/or client, such liability — including any payment obligation — is at all times limited to the amount paid out under the organiser's liability insurance, or, if applicable, the liability insurance of training instructor contracted by her for the assignment.

If the insurer of the organiser — or that of training instructor contracted by her — does not pay out in a particular case, or if the damage is not covered by the insurer, the organiser's liability is at all times limited to the participation fee paid by the participant for the programme, including VAT and minus any discounts.

The organiser is never liable for indirect damages (such as consequential damage, loss of profit, lost revenue or other forms of interruption), damages resulting from incorrect information provided by or on behalf of the client, or damages resulting from non-compliance by the client with behavioural and safety rules or instructions of the organiser, of the training instructor contracted by her, of her subordinates, and/or of the owners of the location where the activity takes place.

The participant accepts, as described in article 3, the risk inherent in interacting with large flight animals, and that damage inherently arising from the natural behaviour of horses may (in part) be at the participant's own expense.

5. Payment

Offering certification module or (bespoke) group trainings requires preparation that begins before the start of the programme. This includes, among other things, agreements with third parties concerning the availability of horses and facilities, as well as possible logistical preparations related to the location, for which costs must often be incurred in advance.

This means that a deposit is required upon registration.

Individual Coaching Sessions:

For individual coaching sessions, or coaching trajectories of up to a maximum of 3 sessions at a horse location, you agree to pay the participation fee prior to the start of the first session, or within 2 weeks of receiving the invoice.

For coaching trajectories of more than 3 sessions at a horse location, the participant or client agrees to pay at least 50% prior to the first (digital or in-person) session, and the remaining amount in accordance with the payment schedule agreed in the final quotation or agreement.

Bespoke Group Trainings:

For a bespoke training programme based on a quotation, you agree to the following payment schedule:

- a deposit of 30% of the training costs within 2 weeks from the moment the quotation or service agreement is approved;
- 30% no later than 1 month prior to the start of the training; and
- the remaining amount after receipt of the final invoice upon completion of the programme.

In specific cases, payment terms deviating from the above standard terms may be agreed for the execution of a bespoke group training. In such cases, these terms will be laid out in the quotation and/or in a service contract/agreement to be signed by the client and the organiser.

Should the client wish to apply payment terms that deviate from the ones proposed by organiser, she must be informed of those *before* client agrees to the quotation.

Open-Enrolment Group Trainings & Certification programme Equine Facilitated Learning Coach/Instructor/Therapist:

Upon confirmation of participation in an open-enrolment group training or in the certification

programme to become an Equine Facilitated coach-instructor or therapist, you agree to the following conditions:

- **Foundation Module – Equine Facilitated Coach:** You agree to pay at least 50% of the participation fee in one instalment, no later than one month prior to the start of the training block in which you will enter. You must pay the remaining amount at least one month prior to the start of the second block.
- **For open-enrolment trainings or the Level 1, 2 or 3 certification modules:** You agree to pay a minimum of 50% of the participation fee upon registration. You must pay the remaining amount before the start of the first programme day.

If you wish to adhere to a payment plan that is different from the options described above, you are requested to indicate this on the registration form and to discuss it with the organiser at least one month before final registration. If you choose a higher number of instalments than specified on the registration form, additional processing fees may apply, in which case you will be informed of those in advance.

6. Guarantee

- **Individual Coaching Sessions:** Individual coaching sessions that must be cancelled by the organiser, or by contractors engaged by her, will not be charged to the participant.
- **Bespoke Group Trainings:** If necessary due to force majeure, organiser may replace previously announced training instructors with qualified substitutes. If the organiser herself is lead trainer on an agreed training project and needs to be replaced, the client will be consulted for approval.
- **Open-Enrolment Group Trainings and Certification trainings to become equine facilitated coach/instructor or therapist:** If necessary due to force majeure, the organiser may be replaced as lead trainer by qualified substitute instructors, or may be accompanied by different training instructors than previously announced.

If a coaching trajectory of multiple sessions, a one-day or multi-day training day or training module must be cancelled due to circumstances on the side of the organiser (e.g. illness, accident or damage at a horse location), the organiser will offer an equivalent programme at the earliest possible mutually agreed date and time.

Should the organiser be unable to offer an equivalent programme, the participant is not obliged to pay. Any costs already paid (minus previously agreed non-refundable costs, such as fees for services already rendered, or non-refundable material and/or location costs) will be refunded.

7. Cooling-Off Period and Cancellation

Consumer rights:

Under Dutch law, after booking training, a coaching trajectory, a multi-day workshop or a training module, a participant who enrolls as a private person (a consumer), has a statutory 14-day cooling-off period in which they can rescind the agreement without payment obligation.

If the employer or business entity of the participant enters into the agreement with organiser, this is a commercial contract to which consumer law does not apply and for which there is no cooling-off period.

If a privately enrolled participant (consumer) registers later than 14 days before the start of a certification module or open group training, this may lead to the necessity for organiser to hire an additional co-facilitator for the programme in question. Should this be the case, the organiser will discuss this requirement with the participant during the intake. By confirming participation, the participant agrees to paying a deposit of up to 30% immediately. If the participant subsequently invokes the cooling-off period, extra costs incurred by the organiser to contract the additional facilitator will be deducted from the refund.

Individual Coaching Sessions:

Individual sessions cancelled by the participant or client less than 24 hours in advance will be charged

in full. This also applies for individual coaching sessions that form part of a multi-session coaching trajectory.

Bespoke Group Trainings:

A non-refundable deposit may be applicable to bespoke group trainings, which will be outlined in the final quotation.

In case of cancellation by client of agreed bespoke group trainings up to 1 month before the start date, EQMPower Leadership Development will charge 40% of the agreed fees for organiser/lead trainer, any already delivered preparation time by her training instructors, plus all non-refundable costs incurred up to that moment.

In case of cancellation between 1 month and 14 days before the start date: the organiser will charge 75% of organiser/lead trainer fees and 50% of contracted training instructor fees, all expenses factually incurred up to that moment, plus any non-refundable costs.

In case of cancellation within 14 days before the start of the training: the organiser will charge 100% of organiser fees and 75% of contracted training instructor fees, all expenses factually incurred up to that moment, plus any non-refundable costs.

If the client cancels during or after the first day of the training or module, the full participation fee remains payable according to the agreed payment plan.

In case a separate contract for bespoke training services has been agreed and signed between the Organiser and the Client, the cancellation terms therein will prevail over these General Terms.

Open-Enrolment Group Trainings & Certification programme Equine Facilitated Learning Coach/Instructor/Therapist:

For participants registered directly with the organiser:

- Cancelling up to 1 month before the start of a programme is free of charge.
- Cancelling between 1 month and 14 days before the start: 50% of the participation fee is payable.
- Cancelling less than 14 days before the start: 75% of the participation fee is payable.
- Cancelling after the start: the full participation fee is payable.

In situations of force majeure – such as illness of the participant – it may be possible, in consultation with the organiser, to join future training blocks to make up missed programme days, depending on group availability and composition. Additional costs may be applicable in such cases.

8. Certification as Coach or Instructor Equine-Facilitated Learning

Training modules that are part of the certification programme to become an equine facilitated coach, instructor or therapist may have their own, module-specific conditions and requirements for participation and certification.

Upon registration for such modules, the participant agrees to the applicable participation and certification conditions, in addition to these General Terms and Conditions and the Complaints Procedure of EQMPower Leadership Development.

9. Copyright and Ownership

The copyright of all training materials and materials used for corporate training and leadership coaching belongs to EQMPower Leadership Development.

Materials developed by Linda Kohanov, Eponaquest LLC or Medicine Horse Way USA are subject to copyright ownership of the respective individuals or organisations and are marked as such.

10. Complaints Procedure

The organiser is committed to delivering the training programme with the utmost care, quality, interpersonal guidance and safety and well-being for both people and the horses involved. Should complaints arise pertaining to our trainers, locations, certification, or administrative processes despite our best efforts, the **Complaints Procedure of EQMPower Leadership Development** (separate appendix) applies to handling them. Dutch law applies to any legal disputes arising between organiser and client / participant.

11. House Rules for Safe and Animal-Friendly Interaction with Horses

Participants to equine facilitated training and coaching activities are invited to engage in enjoyable interactions with the horses present. This can be done safely and responsibly if the horse is able to relax, which requires participants to adhere to some clear rules and boundaries in their behaviour towards the horse(s).

Horses are living beings with their own natural behaviour and sensory perception. As prey animals, they may react differently to their surroundings than we humans: this means we must take into account they may at any time suddenly react on basis of their survival instincts, such as flight or defensive behaviour.

The following guidelines are designed to ensure that the contact and experiences for both the horse and the participant proceed as smoothly and safely as possible.

If the participant acts contrary to these house rules, to the instructions of the trainer-coach, or those of the owner of the location or the horse(s), immediate safety risks may arise for the participant(s) themselves, trainers-coaches, any third persons present, and the horses. Not following these instructions may lead to suspension and/or permanent exclusion of the participant from the programme and premises without refund of costs.

- 1) Minors aged 18 or younger require written consent from their parent(s) or guardian(s) to participate in the training or workshop.
- 2) Do not feed the horses. Do not touch horses with which you have not been introduced. Always ask the trainer-coach or owner for permission before touching horses.
- 3) The trainer-coach will demonstrate and explain how to safely interact with horses before the practical session starts. Always follow instructions by the trainer-coach, the stable owner, or the owner of the horse, when approaching a horse.
- 4) As prey animals, horses primarily respond to how the person approaching them *feels*. Therefore, approach horses as calmly as possible, with a steady pace and relaxed movements. Breathe calmly into your belly and do not hold your breath, as this creates tension in your own body. If you feel inner tension or stress when approaching the horse, or if an emotion arises — such as anger, frustration, or fear — inform your coach and ask for a “time-out.” This usually helps you relax immediately. There is often important information in the cause of this tension that will support you in achieving the goal of the session, and after exploring it, you can typically continue in a more relaxed state.
Note: sometimes it is the human who is picking up on the *horse's* feelings, rather than the other way around! This is also valuable information, so if you feel any strong internal reaction in the presence of the horses, remember to request a time-out in time and ask your coach for explanation or guidance.
- 5) When leading a horse with a rope, do not wrap the rope around your hand. Do not place the rope around your neck or over your shoulder; instead, hold it loosely with both hands.
- 6) Do not stand directly in front of or directly behind a horse: this places you in its blind spot and it cannot see you. If you need to walk behind a horse to reach the other side, place your hand gently on the middle of its hindquarters and walk closely around it, within arm's length. This allows the horse to feel where you are.

If you are near a loose horse during a session and the horse is moving, stay as much as possible out of the zone where it could accidentally strike you with a hoof if startled. If the horse is standing still, you may approach and touch it as long as you remain within its field of vision and it shows no signs of restlessness.

- 7) When two people are working with the same horse, it is best for both to stand on the *same side* of the horse. This prevents the horse from moving away from one person and inadvertently bumping into the other.
- 8) If the facilitator asks you to stop what you are doing, stop immediately and calmly move at least two metres away from the horse. When you are in an arena, round pen, or enclosed paddock with a horse, the safest place is always the centre, because this prevents you from becoming trapped between the horse and a fence or wall. When the session ends, if you want a time-out, or if the coach asks you to stop, always go to the centre and wait there for further instructions.
- 9) Never use force if a horse does something unexpected or resists your guidance. Physical force only increases the likelihood of a flight or self-defence response.
- 10) If a horse you are leading becomes startled and panics, do not try to restrain it with pressure — instead, give it a bit of space. Remain as calm and relaxed as possible. If the horse's panic increases and it wants to flee, do not resist but let go of the rope and call out: **HORSE LOOSE!**

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