

# 1. Simon Prins ACT!

Simon Prins ACT! is a coaching and training company owned by Simon Prins. This company will train and coach organizations, trainers and animals all over the world. This company will also provide seminars and workshops. And create and deliver products, goods, books and courses by its online shop [www.simonprins.com](http://www.simonprins.com)

## 2. General terms and conditions of delivery

### 1 General

- 1.1 These general terms and conditions apply on all orders at [SimonPrins.com](http://SimonPrins.com) the website that belongs to Simon Prins ACT!
- 1.2 By placing an order you agree to the terms of delivery and payment. Simon Prins ACT! reserves the right to her delivery and/or terms of payment after the expiry of the term.
- 1.3 How to reach Simon Prins ACT!  
Simon Prins ACT! is accessible as follows: E-mail: [animaltraining@icloud.com](mailto:animaltraining@icloud.com)  
By telephone: from +31 651026410  
Visiting address during opening hours: Broeklandstraat 12A 8082AE Elburg  
The Netherlands

### 2 Applicability of these terms and conditions

- 2.1 These terms and conditions form part of all agreements and apply to all related (right) acts of Simon Prins ACT! and the customer.

### 3 Order

- 3.1 Orders can be placed on the internet site [simonprins.com](http://simonprins.com)
- 3.2 There is no minimum order amount. Simon Prins ACT! (simonprins.com) has the right not to carry out orders without giving any reasons or its conditions.
- 3.3 The contract is concluded at the time Simon Prins ACT! has taken your order in treatment.

### 4 Prices

- 4.1 [SimonPrins.com](http://SimonPrins.com) mentioned in the last published prices apply. For the most current price information, we recommend you consult the internet site.
- 4.2 As long as the agreement has come about Simon Prins ACT! the prices listed on the internet site and further conditions.
- 4.3 All prices include costs of packaging and VAT, exclusive of the costs of transport, shipment unless otherwise stated or agreed in writing.
- 4.4 All prices on the site are subject to printing errors. For the consequences of printing errors, no liability is accepted.

### 5 Delivery

- 5.1 Delivery takes place while supplies last.
- 5.2 Simon Prins ACT! does send in the Netherlands and abroad. All our deliveries are delivered by PostNL, DPD or by ParcelParcel. If you will not be at home, no problem. The package can then be picked up later, following the rules of the shipping company. All orders are delivered to the specified address. Incorrectly specified address data at any new shipping fee will be charged to the customer. The shipping and handling cost for an order are: for domestic shipping of packages up to 20 kilos, the cost 9,00 euro. For foreign shipping within Europe of packages up to 23 kg, there is a special price list for all other countries and weights and measurements go in consultation.

5.3 Goods travel at your request and at your expense and risk.

5.4 Delivery time depends on the chosen method of payment. From the moment the order has been paid we aim to your order, if in stock, within 2 working days.

Despite all the care of our orders, it is possible to order is not correct or incomplete. In this case, you can return your order in 14 days with us reporting and the delivery is done at our expense.

5.5 Simon Prins ACT! stated delivery times are only indicative. Delayed delivery does not entitle you to compensation or the right to cancel your order or to dissolve the agreement unless the exceeding of the delivery deadline is such that you cannot reasonably be required to maintain the agreement. In that case, you are entitled to cancel the order or dissolve the agreement as far as necessary.

## **6 Payment**

You will pay in advance by the total amount on our bank account number to 6706 5600 0841 8805 Simon Prins ACT! NL96KNAB0411603418, stating your name, which allows you to change the order, and the order number. You can also pay by Ideal, Credit card or by PayPal. You choose the payment method in the ordering process of our shop.

## **7 Retention of title**

7.1 Articles delivered remain the property of Simon Prins ACT!, until you finish all your (payment) obligations.

## **8 Money-back Guaranteed**

8.1 When the ordered products do not meet your expectations or you have ordered the wrong product, you can return the products within 14 days in the original packaging, clean and unused, and return postage prepaid (cost customer).

8.2 Our customer service will need a copy of the invoice, your bank number and the reason for return.

8.3 Returning articles are for your account and risk. We do advise proof of shipping.

8.4 We will refund the purchase price within 5 working days on your bank account. The shipping costs will not be refunded.

8.5 Despite the great care we devote to your order, you may receive the wrong product. In that case, you should always contact us by e-mail [animaltraining@icloud.com](mailto:animaltraining@icloud.com) or by phone +31651026410

8.6 Simon Prins ACT! delivered articles that are not returned within the "trial period" of 14 days, are accepted by you.

## **9 Home Exchange**

9.1 Changing the ordered items is possible. You can return your order within 14 days under the conditions laid down in article 8. The article must be sent postage prepaid by you to us. If you want to receive another article you can contact us by mail or telephone. After payment of shipping charges and any additional payment when the product is more expensive Simon Prins ACT! sends your package.

**Returns from abroad. For returns from abroad apply equal conditions. Please note! Your return abroad can only be processed after consultation.**

## **10 Warranty**

10.1 The warranty includes factory or material defects. Normal wear of products is not covered by the warranty provision.

10.2 Warranty claims can only within 14 days after discovery of the defect in writing or by e-mail at Simon Prins ACT! be submitted with a brief description and possibly a picture of the defect and under forwarding a copy of the invoice.

10.3 This guarantee means if the conditions laid down in 10.1 and 10.2, Simon Prins ACT! will repair or replace the item or return the purchase price or part of it (at the discretion of Simon Prins ACT!).

10.4 This warranty does not apply: you have made changes to the article or device; any defects caused by incorrect or improper use, such as failure to comply with the corresponding instructions for use; the defect is caused by intent or gross negligence; Simon Prins ACT! is not given an opportunity to examine the complaint and the possible repair of the defect.

## **11 liability**

11.1 The liability of Simon Prins ACT! in relation to the sale and delivery of items is expressly limited to the under 10 regular warranty.

11.2 Simon Prins ACT! is not responsible for the technical data provided by suppliers or producers and not reasonably foreseeable and not the controllable poor quality of the products or result hereby.

11.3 Any liability of Simon Prins ACT! is limited to the amount of the invoice sent to the matter.

## **12 Amendment terms and conditions**

The latest version shall always apply, or, as the version valid at the time of the conclusion of the agreement.

## **13 Disputes**

*13.1 These terms and conditions in Dutch law are applicable.*

13.2 Disputes are solved by mutual agreement as much as possible. If that is not possible, the Dutch court has jurisdiction.

### 3. Privacy Policy

Simon Prins ACT! attaches great importance to the protection of your personal data. In this Privacy Policy, we want to clarify how we handle your personal data.

We do everything we can to guarantee your privacy and therefore handle personal data with care. Simon Prins ACT! complies in all cases with applicable laws and regulations, including the General Data Protection Regulation. This means that we in any case:

- Process your personal data in accordance with the purpose for which it was provided, these goals and type of personal data are described in this Privacy Policy;
- Processing of your personal data is limited to only those data that are minimally necessary for the purposes for which they are processed;
- -Ask for your explicit permission if we need it for the processing of your personal data;
- -Have taken appropriate technical and organizational measures to ensure the security of your personal data;
- -Do not pass on personal data to other parties, unless this is necessary for the implementation of the purposes for which they were provided;
- - Be aware of your rights regarding your personal data, want to point this out to you and respect them.

Within Simon Prins ACT! we are responsible for the processing of your personal data. If, after reading our Privacy Policy, or in a more general sense, you have questions about this or wish to contact us, you can do so via the contact details at the bottom of this document.

#### **Processing of personal data of customers or suppliers**

Personal data of customers or suppliers is processed by Simon Prins ACT! processed for the following purpose(s):

- - Administrative purpose;
- - Communication about the assignment and/or invitations;
- - Executing or issuing an assignment.

The basis for this personal data is:

- -The agreed assignment;

For the above objective(s), Simon Prins ACT! can use request the following personal data from you:

- - First name;
- - Insertion;
- - Last name;
- - Invoice and/or delivery address;
- - (Business) Phone number;
- - (Business) email address;

Your personal data will be stored by Simon Prins ACT! for the above processing(s) for the period:

- - During the term of the agreement and thereafter only in the financial administration for a maximum of 7 years.

### **Provision to third parties**

We may provide the data you provide to us to third parties if this is necessary for the implementation of the purposes described above.

For example, we use a third party for:

- Taking care of our web shop;
- Taking care of the (financial) administration.
- Taking care of the transport of your order.

We never pass on personal data to other parties with whom we have not concluded a processing agreement. We naturally make the necessary agreements with these parties (processors) to guarantee the security of your personal data. Furthermore, we will not provide the information you provide to other parties, unless this is legally required and permitted. An example of this is that the police requests (personal) data from us in the context of an investigation. In such a case, we must cooperate and are therefore obliged to provide this information. We may also share personal data with third parties if you give us written permission to do so.

### **Retention period**

Simon Prins ACT! does not store personal data longer than necessary for the purpose for which it was provided or required by law.

### **Security**

We have taken appropriate technical and organizational measures to protect your personal data against unlawful processing, for example, we have taken the following measures;

- - All persons acting on behalf of Simon Prins ACT! to take cognizance of your data, are bound by their confidentiality.
- - We have a username and password policy on all our systems;
- - We make backups of the personal data in order to be able to restore it in the event of physical or technical incidents;
- - We regularly test and evaluate our measures;
- - Our employees are informed about the importance of the protection of personal data.

### **Rights regarding your data**

You have the right to inspect, rectify or delete the personal data we have received from you. You can also object to the processing of your personal data (or part thereof) by us or by one of our processors. You also have the right to have the data provided by you transferred by us to yourself or directly to another party on your instructions. We can ask you for

## 4. Terms of Use

### Welcome to [SimonPrins.com](http://SimonPrins.com)

This website is owned and operated by Simon Prins ACT! By visiting our website and accessing the information, resources, services, products, and tools we provide, you understand and agree to accept and adhere to the following terms and conditions as stated in this policy (hereafter referred to as “User Agreement”), along with the terms and conditions as stated in our Privacy Policy (please refer to the Privacy Policy section below for more information). This agreement is in effect as of January 01, 2022. We reserve the right to change this User Agreement from time to time without notice. You acknowledge and agree that it is your responsibility to review this User Agreement periodically to familiarize yourself with any modifications. Your continued use of this site after such modifications will constitute acknowledgment and agreement of the modified terms and conditions. Responsible Use and Conduct By visiting our website and accessing the information, resources, services, products, and tools we provide for you, either directly or indirectly (hereafter referred to as “Resources”), you agree to use these Resources only for the purposes intended as permitted by (a) the terms of this User Agreement, and (b) applicable laws, regulations, and generally accepted online practices or guidelines. Wherein, you understand that:

- a. In order to access our Resources, you may be required to provide certain information about yourself (such as identification, contact details, etc.) as part of the registration process, or as part of your ability to use the Resources. You agree that any information you provide will always be accurate, correct, and up to date.
- b. You are responsible for maintaining the confidentiality of any login information associated with any account you use to access our Resources. Accordingly, you are responsible for all activities that occur under your account/s.
- c. Accessing (or attempting to access) any of our Resources by any means other than through the means we provide is strictly prohibited. You specifically agree not to access (or attempt to access) any of our Resources through any automated, unethical, or unconventional means.
- d. Engaging in any activity that disrupts or interferes with our Resources, including the servers and/or networks to which our Resources are located or connected, is strictly prohibited.
- e. Attempting to copy, duplicate, reproduce, sell, trade, or resell our Resources is strictly prohibited.
- f. You are solely responsible for any consequences, losses, or damages that we may directly or indirectly incur or suffer due to any unauthorized activities conducted by you, as explained above, and may incur criminal or civil liability.
- g. We may provide various open communication tools on our website, such as blog comments, blog posts, public chat, forums, message boards, newsgroups, product ratings and reviews, various social media services, etc. You understand that generally we do not pre-screen or monitor the content posted by users of these various communication tools, which means that if you choose to use these tools to submit any type of content to our website, then it is your personal responsibility to use these tools in a responsible and ethical manner. By posting information or otherwise using any open communication tools as mentioned, you agree that you will not upload, post, share, or otherwise distribute any content that:
  - i). Is illegal, threatening, defamatory, abusive, harassing, degrading, intimidating, fraudulent, deceptive, invasive, racist, or contains any type of suggestive, inappropriate, or explicit language;
  - ii). Promotes or supports any form of animal abuse, or directly or indirectly causes harm (physical or psychological) to any animal in any way.

iii). Infringes on any trademark, patent, trade secret, copyright, or other proprietary right of any party; iv). Contains any type of unauthorized or unsolicited advertising; v). Impersonates any person or entity, including any Simon Prins ACT! employees or representatives. We have the right at our sole discretion to remove any content that, we feel in our judgment does not comply with this User Agreement, along with any content that we feel is otherwise offensive, harmful, objectionable, inaccurate, or violates any 3rd third-party copyrights or trademarks. We are not responsible for any delay or failure in removing such content. If you post content that we choose to remove, you hereby consent to such removal, and consent to waive any claim against us.

h. We do not assume any liability for any content posted by you or any other 3rd third-party users of our website. However, any content posted by you using any open communication tools on our website cannot violate or infringe on any 3rd third-party copyrights or trademarks, and becomes the property of Simon Prins ACT!, and, as such, gives us a perpetual, irrevocable, worldwide, royalty-free, exclusive license to reproduce, modify, adapt, translate, publish, publicly display, and/or distribute as we see fit. This only refers and applies to content posted via open- communication tools as described, and does not refer to information that is provided as part of the registration process, that is necessary in order to use our Resources. All information provided as part of our registration process is covered by our privacy policy.

i. You agree to indemnify and hold harmless Simon Prins ACT! and its parent company and affiliates, — and as well as their directors, officers, managers, employees, donors, agents, and licensors, — from and against all losses, expenses, damages, and costs, including reasonable attorneys’ attorneys’ fees, resulting from any violation of this User Agreement or the failure to fulfill any obligations relating to your account incurred by you or any other person using your account. We reserve the right to take over the exclusive defense of any claim for which we are entitled to indemnification under this User Agreement. In such event, you shall provide us with such cooperation as is reasonably requested by us.

### **Privacy Policy**

Your privacy is very important to us, which is why we’ve created a separate Privacy Policy in order to explain in detail how we collect, manage, process, secure, and store your private information. Our Privacy Policy is included under the scope of this User Agreement.

### **Limitation of Warranties**

By using our website, you understand and agree that all Resources we provide are “as is” and “as available.” This means that we do not represent or warrant to you that:

i) the use of our Resources will meet your needs or requirements.

ii) the use of our Resources will be uninterrupted, timely, secure, or free from errors.

iii) the information obtained by using our Resources will be accurate or reliable, and

iv) any defects in the operation or functionality of any Resources we provide will be repaired or corrected. Furthermore, you understand and agree that:

v) any content downloaded or otherwise obtained through the use of our Resources is done at your own discretion and risk, and that you are solely responsible for any damage to your computer or other devices for any loss of data that may result from the download of such content.

vi) no information or advice — whether expressed, implied, oral or written, obtained by you from Simon Prins ACT!, or through any Resources we provide — shall create any warranty, guarantee, or conditions of any kind, except for those expressly outlined in this User Agreement.

### **Limitation of Liability**

In conjunction with the Limitation of Warranties as explained above, you expressly understand and agree that any claim against us shall be limited to the amount you paid, if any, for use of products and/or services. Simon Prins ACT! will not be liable for any direct, indirect, incidental, consequential, or exemplary loss or damages that may be incurred by you as a result of using our Resources, or as a result of any changes, data loss or corruption, cancellation, loss of access, or downtime to the full extent that applicable limitation of liability laws apply.

### **Copyrights/Trademarks**

All content and materials available on [www.simonprins.com](http://www.simonprins.com) including but not limited to text, graphics, website name, code, images, and logos are the intellectual property of Simon Prins ACT! and are protected by applicable copyright and trademark law. Any inappropriate use, including but not limited to the reproduction, distribution, display or transmission of any content on this site without also clearly crediting Simon Prins ACT! as the source is strictly prohibited, unless specifically authorized by Simon Prins ACT!

### **Termination of Use**

You agree that we may, at our sole discretion, suspend or terminate your access to all or part of our website and Resources with or without notice and for any reason, including, without limitation, breach of this User Agreement. Any suspected illegal, fraudulent, or abusive activity may be grounds for terminating your relationship and may be referred to appropriate law enforcement authorities. Upon suspension or termination, your right to use the Resources we provide will immediately cease, and we reserve the right to remove or delete any information that you may have on file with us, including any account or login information.

### **Governing Law**

This website is controlled by Simon Prins ACT! from our office located in Elburg, the Netherlands. It can be accessed by most countries around the world. As each country has laws that may differ from those of the Netherlands, by accessing our website, you agree that the statutes and laws of the Netherlands, without regard to the conflict of laws and the United Nations Convention on the International Sales of Goods, will apply to all matters relating to the use of this website and the purchase of any products or services through this site. Furthermore, any action to enforce this User Agreement shall be brought in the courts located in the Netherlands. You hereby agree to personal jurisdiction by such courts and waive any jurisdictional, venue, or inconvenient forum objections to such courts.

### **Guarantee**

UNLESS OTHERWISE EXPRESSED, Simon Prins ACT! EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

### **Contact Information**

If you have any questions or comments about these Terms of Service as outlined above, you can contact us at: Simon Prins ACT! Broeklandstraat 12A, 8082 AE Elburg, The Netherlands.

## 5. Shipping

We strive to make the delivery of your goods as quick and easy as possible for you. On this page, we have collected some information about our delivery service.

### **Simon Prince ACT! delivers to customers all over the world!**

For an overview of our delivery times and shipping costs in the countries we deliver to, please visit our page with information about our shipping and delivery conditions. Here you will also find details about our express shipments.

### **This is how we deliver your order**

Normally we deliver parcels via parcel service POST NL, DPD or ParcelParcel. As soon as your goods leave our warehouse, you will receive a confirmation email with a tracking code, so that you can track where your package is at any time via the internet. For our customers in many countries, including Germany, the Benelux, France, Poland, Great Britain and Switzerland, we can now make delivery even more flexible: enter your mobile number during the ordering process and you will receive on the day of shipment via SMS information about the exact delivery date. If the delivery date does not suit you, you can postpone the delivery for a maximum of 3 days via a simple reply message. You will also receive a further SMS on the day of delivery, in which we inform you about the time of delivery.

### **For a good reception**

Whether it is a postal package or freight: take the time to receive the goods and check the shipment for external damage. If you are not sure whether the shipment is damaged, always sign "with reservation".

### **Ask us your question**

If you have any questions about our delivery options, please contact us at [animaltraining@icloud.com](mailto:animaltraining@icloud.com).

We can be reached by phone from Monday to Friday between 08:00 and 18:00. You can reach us on telephone number (+31) 651026410.

All packages can be sent up to a weight of approximately 23 kilos. If the package is heavier, we will contact you about the extra shipping costs. Shipping cost depends on the actual weight of the package.

The average price (DPD 2021) for package between 1-10 kilo within the accepted measurements are;

<b>Nederland</b>	<b>€ 4,40</b>
België	€ 11,50
Bulgarije	€ 21,50
Denemarken	€ 9,50
Duitsland	€ 11,50

Estland	€ 19,50
Finland	€ 19,50
Frankrijk	€ 11,50
Griekenland	€ 21,50
Hongarije	€ 9,50
Ierland	€ 21,50
Italië	€ 21,50
Kroatië	€ 21,50
Letland	€ 19,50
Litouwen	€ 19,50
Luxemburg	€ 11,50
Oostenrijk	€ 9,50
Polen	€ 9,50
Roemenie	€ 21,50
Spanje	€ 19,50
Tjechische Republiek	€ 9,50
Verenigd Koninkrijk	€ 45,00 (POST NL)
Zweden	€ 19,50

**Can't find your country in the list? No problem!**

Even if your country is not in the list of our webshop, you can place an order with us. Please send an email with the following information to [animaltraining@icloud.com](mailto:animaltraining@icloud.com)

- Billing address
- Delivery address (if different from the billing address)
- Item numbers and number of required products
- Payment method\* (Note: for orders outside the European Union we assume payment via direct debit or PayPal)

### **Quote final delivery costs**

We will send you a non-binding quote with the final delivery costs\*\* within 1-3 working days.

\* Unfortunately, we cannot accept credit card payments from billing addresses outside the EU. For more information, please contact us by email [animaltraining@icloud.com](mailto:animaltraining@icloud.com)

\*\* In order to calculate the delivery costs, we need full details of the order (invoice and delivery address, desired item, and payment method) from you.

## **5. Returning orders**

Packages can be returned postage prepaid to:

Simon Prins ACT!  
Broeklandstraat 12A  
8082AE Elburg  
The Netherlands

### **Returning orders**

When the ordered products do not meet your expectations or you have ordered the wrong product, you can return the products within 14 days in the original packaging, clean and unused, and return postage prepaid (cost customer). To clarify for our customer service you will need to accompany the shipment with a copy of the invoice, your bank number, and the reason for return.

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**SIMONPRINS ACT!**

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