

Definitions.

Ecura: Ecura is used as a brand name by Ann Verheyen, located at Kamstraat 53, Vlezenbeek, Belgium, with company number BE0867.325.795. All treatments are carried out by Ann Verheyen, the manager, or under her direct supervision.

Client: The party commissioning the treatment. This is the owner of the horse or their legal representative.

Horse: All treatments are intended for horses and related ungulates.

Treatment: Carrying out examinations, giving treatment advice, providing and/or administering freely available medicines and food supplements, as well as carrying out physical treatments as further described in Article 4.

Assignment: An agreement whereby Ecura, in accordance with the principle of a best efforts obligation, carries out treatment for a fee in the context of the horse's welfare.

Product: Feed and nutritional supplements for horses - Centropix products - Other products offered on the website/webshop.

General terms and conditions of use

Every user of the Ecura webshop expressly or tacitly agrees to the following terms and conditions of use:

The customer or user of the website (natural or legal person) is automatically subject to our terms and conditions of use when visiting the website and is automatically subject to our terms and conditions of sale when entering into a contractual commitment or placing an order with Ecura. * Ecura strives to provide accurate and reliable information and is not responsible for the misuse of this data by third parties. Ecura cannot be held responsible for any consequential damage resulting from this. * Links to other websites are provided for information purposes only. Ecura is not responsible for their existence or content or for any consequential damage.

The information on the Ecura website about the products is intended for informational purposes only and does not constitute medical advice.

The user should be aware that some signs, names and logos are protected by law as trade names or trademarks.

General terms and conditions of sale

Article 1. Applicability: These general terms and conditions apply to all legal relationships between the customer and Ecura, including agreements, offers, services and quotations from or with Ecura.

Article 2. Generally binding terms and conditions of sale when placing an order: All offers made by Ecura are without obligation and subject to availability.

Article 3. Prices: All prices stated on the Ecura website are in euros, including VAT, unless explicitly stated otherwise. Food and food supplements are not shipped; they can only be collected.

Article 4. Payment: Payments must be made in advance by bank transfer to Ecura's account or at the latest upon collection. Payments by bank transfer must include your name and order number.

Ownership of the purchased item is only transferred once the customer has fulfilled their contractual obligations to Ecura and has thereby accepted the order.

Article 5. Exchanges: Food and food supplements cannot be exchanged.

Article 6. Complaints – disputes: Complaints or disputes can only be sent by email.

Article 7. Cancellation: Cancellation of the order is not possible once you have placed it.

Article 8. Force majeure: In the event of force majeure, Ecura is not obliged to fulfil its obligations towards the customer; these are suspended for the duration of the force majeure. Force majeure is understood to mean any circumstance beyond its control, as a result of which the obligation towards the customer is wholly or partially prevented, including non-delivery by the wholesaler or manufacturer.

Article 9. Quality: Ecura constantly strives for ideal quality of its products but is also dependent on its manufacturer and suppliers for this. The data provided for the presentation of the products is not a guarantee or quality statement. It is not a reason for refusal if the described quality deviates insignificantly from the actual quality.

General Terms and Conditions for Treatments

Article 1. Scope: These General Terms and Conditions apply to all assignments given to Ecura. By giving an assignment to Ecura, the customer accepts the applicability of these General Terms and Conditions and waives any General Terms and Conditions of the customer.

Article 2. Deviations from the General Terms and Conditions: Deviations from the General Terms and Conditions are only valid if they have been confirmed in advance and in writing by Ecura. If one or more provisions of the General Terms and Conditions are deviated from, the other provisions remain in force. If Ecura has expressly or tacitly permitted deviations from the General Terms and Conditions for a shorter or longer period of time, this does not affect Ecura's right to demand full compliance with the General Terms and Conditions at all times. Even if Ecura has not applied one or more provisions for a period of time, the customer cannot derive any rights from this for the future.

Article 3. Scope of treatments: The available treatments include:

(Sports) massage, HIRUDO therapy, Fascia release therapy, Shiatsu treatment, Craniosacral therapy, Centropix Kloud magnetic therapy, Nutritional advice, and the sale of food, nutritional supplements and herbs, Training of customers and colleagues, Advice in the broadest sense regarding the health and well-being of horses. The range of services will be further expanded as new insights emerge.

Under no circumstances will Ecura perform treatments that are legally reserved for veterinarians. If such treatment is indicated, Ecura can, at the customer's request, formulate advice for the customer's veterinarian.

Article 4. Cancellation of a treatment: Cancellation of a scheduled treatment must be made at least 24 hours before the agreed time. If the cancellation is communicated later, the treatment costs will be charged.

Article 5. Responsibilities of the customer:

Before treatment: The customer shall provide the information required for the intake forms completely and correctly. Providing incomplete or incorrect information may create risks for the horse's well-being.

The customer shall carefully follow Ecura's instructions for preparing for treatment.

During treatment: The customer shall provide a suitable space of at least 3 x 3 metres (preferably screened off) for the treatment. The customer or a designated representative shall be present to assist during the first treatment. This will be arranged in consultation for further treatments. The customer shall ensure that the horse is dry and clean. The customer shall carefully follow the follow-up advice after the treatment.

Article 6. Rates: The treatments shall be carried out in accordance with the rates agreed in writing.

Article 7. Invoicing and payment: Payment may be made in cash or by prior invoicing. Invoices are payable upon receipt. If the payment term is exceeded, statutory interest will be payable.

Article 8. Liability: Ecura is not liable for the failure of a treatment, as the treatment only involves a best efforts obligation. Ecura cannot therefore be held liable for any possible breach of contract unless this is the result of intent or a clear error. The burden of proof for this lies with the customer. Ecura is not responsible for the non-fulfilment, late fulfilment or incomplete fulfilment of its obligations as a result of shortcomings that cannot be attributed to Ecura. Ecura is not liable for behavioural changes or other problems that arise in the horse after treatment. Ecura cannot be held responsible for injuries or illness sustained after treatment, including death.

Article 9. Complaints and disputes: The Customer shall notify Ecura in writing of any complaints within 7 days of treatment. Ecura and the Customer shall attempt to resolve the complaint by mutual agreement. All disputes shall be governed exclusively by Belgian law. The court of Ecura's place of residence shall have jurisdiction to settle any disputes.

Article 10. Data protection and privacy policy: We only collect personal data that is essential for the proper performance of our services. This data is not shared with third parties.

For agreement:

I have read all the information about the treatment. Any questions I had beforehand were answered satisfactorily before the treatment was started. If I have any questions, I know that I can contact Ecura by telephone at any time on the above telephone number. I am aware of the side effects and risks, however minor, that treatment may entail. By accepting these general terms and conditions, the customer gives permission for the use of the photographs taken.