

Hempfling's General Terms and Conditions at a Glance

Klaus Ferdinand Hempfling's Akedah International 'school' has recently introduced its *General Terms and Conditions*. Here are some important parts of these general terms and conditions which anyone contemplating a trip to Denmark to study with Hempfling would be well-advised to consider.

General terms

1. §2.15 stipulates the following: 'Any photographs, descriptions and/or advertising issued, and any descriptions and/or illustrations contained in the description of the events, advertisements, brochures and/or on the Website of Akedah, are issued and/or published solely to provide an approximate idea of the Event(s) and/or services. They do not form part of the contract.' What this essentially means is that you should not rely on the publicity materials for the courses, because they only present an '*approximate idea*' of what you can expect;

Events

2. §3.1 stipulates the following: 'The Client agrees with the Event goals and delivery methods.' What this essentially means is that you agree with something about which you only have an 'approximate idea', because you can only rely on the publicity materials and, according to §2.15, they only present an '*approximate idea*' of what you can expect. Actually, it is worse than this – see Paragraph 6 below;
3. §3.5 stipulates the following: 'Akedah does not offer academic degrees nor is Akedah obligated to grant any kind of license(s), statements of participation and/or references in general and/or of success.' What this essentially means is that any promise made to you to allow you to qualify as a body awareness or horse instructor (or any other KFH qualification for that matter) will be utterly worthless;
4. §3.7 stipulates the following: 'Unless a written license is granted, the Client is not entitled to advertise with, work in the name of, use and/or refer to Akedah and/or Klaus Ferdinand Hempfling.' Essentially this means that you will not even be allowed to state in your *curriculum vitae* ('resumé' to our American friends) that you once attended a course with Hempfling.
5. §3.8 stipulates the following: 'Akedah is not obligated to offer any professional, advance and/or continuation Event(s).' Essentially this means that, even if you complete the *Compact Education*, for example, and would like to go on to do 'a professional education with different options of KFH-Teaching-Certifications in the KFH Academy', you will not be entitled to do so, if Akedah (Hempfling) refuses to allow you to do so;
6. §3.10 stipulates the following: 'The form, content, exercises and teaching methods of the Event are determined during the Event by Klaus Ferdinand Hempfling, assistance and/or teachers; they can choose the themes and subjects totally free and there is no curriculum to which the content of the lessons should align.' Essentially, this means that you will not be able to rely on any publicity material about the courses, because the themes, subject matter and content can be changed at the drop of a hat;
7. §3.17 stipulates the following: 'The Client of any Event does accept the eventual presence of any additional number of assistants, helpers, guests, groups and/or other persons being passively or actively present during the lessons and/or exercises at the wish of Akedah; this means that Events may be unlimitedly combined.' Essentially this means that a student is required to accept that any number of courses may be given in the same room that he or she is in at the same time.
8. §3.18 stipulates the following: 'If the Client does not show up for a booking the Client will not be entitled to any refund.' Essentially this means that, if a student cancels well in advance, he or she will forfeit his or her down payment or deposit (or even the entire course fee if he or she has already paid it), even if he or she has an entirely legitimate reason to cancel, such as sickness, an accident or death in the family;
9. §3.19 stipulates the following: 'Parts of the teaching might be conducted by licensed teachers, assistants and/or other helpers.' Essentially this means that, even if you believe that you have paid for a course with Hempfling, there is no guarantee that he will teach all or most of it;

Enrolment, fees and payment

10. §§4.1 to 4.4 allow Akedah to change the venue where and the dates when an event is scheduled to be held but stipulate that it will not be liable for anything other than refunding all or part of the fees subject to certain circumstances. No compensation will be provided for any other expenses which a participant incurs (such as travel, accommodation and so forth).
11. §4.4 stipulates that 'All information about the location and/or venue is described as general options and is independent of the Event content and the actual and practical execution of the Event', and that Akedah reserves the right to change the venue within the same country without being liable to refund the fees. No compensation will be provided for any other expenses which a participant incurs (such as travel, accommodation and so forth).
12. §4.7 stipulates that a 'client in principle attends without horses' but that a horse may be brought to a course at Akedah's invitation and with its approval. In the latter case, Akedah reserves the right to reject any horse that a client has already brought without being liable for any costs or loss resulting from this decision (§4.6).
13. §4.10 stipulates the following: 'If any deposit, enrolment fee, instalment, down-payment and/or final payment is not received by the due date, Akedah reserves the rights to cancel the Agreement immediately without any obligation from Akedah, any monies paid by the Client in relation to the booking will be forfeited to Akedah and Akedah is not liable for any resulting costs, disadvantages and/or damages.' Effectively you will lose your deposit if you fail to pay the outstanding balance by Akedah's deadline, whether you have a legitimate reason for doing so or not.
14. §4.11 stipulates that your deposit or down payment is due within 14 days after Akedah confirms that it is possible for you to enrol for a course. The balance of the fee is payable by no later than six weeks before the course is scheduled to commence.
15. §4.13 stipulates the following: 'Any amount paid by the Client to Akedah is non-refundable unless stated otherwise in these Terms and Conditions; furthermore under no conditions is Akedah liable for any costs, disadvantages and/or damages.' Effectively you stand to lose everything that you pay Akedah including any expenses which you incur for the purposes of attending a course (such as travel, accommodation expenses or taking leave from work to attend), even you have legitimate reasons for failing to attend it or if your cancellation insurance policy does not cover the grounds for Akedah's cancellation or postponement of a course, or the venue where it is held.

Accommodation

16. §5.1.2 stipulates that, if you wish to utilise Akedah's paid accommodation facilities (camping in your tent or caravan), you need to pay it a deposit of EUR 200.00 when checking in, which will only be returned upon check-out if you have complied with its general terms and conditions in relation to 'accommodation and common law'.
17. §5.2 stipulates that a separate set of camping rules must be signed upon arrival.

Cancellation and termination

18. §7.1 stipulates that you may leave a course at any time without providing a reason. However, if you leave, you will not be entitled to a refund of any fees that you have already paid.

Risks and release of liability

19. §8.5 stipulates that a 'client agrees to indemnify and defend Akedah and/or its Staff against all claims, causes of action, damages, judgments, costs and/or expenses, including attorney fees and other litigation costs, which may in any way arise from their (and if applicable for the members of the Client's family and/or other persons for which the Client has the legal responsibility) usage of facilities and/or presence upon the premises of Akedah.' Effectively you will be required to do this even if your use of Akedah's facilities and/or your presence (or that of your family) on its premises occurs in good faith and you have acted in accordance with the law.

Right of publicity release

20. §9.1 stipulates that you grant Akedah and/or its staff or anyone else acting with its authority and permission 'the absolute and exclusive right and permission to at any time and any place to record, create, copyright and use, re-use, copy, modify, adapt, distribute, publish, display, exhibit and otherwise use, either in whole or in part, any photographs, videos and/or other type of recordings for commercial, internal and/or business purposes in any

type of productions and/or publications, including but not limited to online use or in any educational, advertising, marketing and promotional materials'. Effectively, you forfeit control of your visual identity to Akedah for use in **any type** of production and/or publication, whether it is possible to identify you and your property or not (§9.2).

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