

Terms And Conditions

1. General

1.1 These are the general terms and conditions for access and use of this website: www.horsesenseforlife.org.uk ("Website") which is owned by Your Name (referred to in these terms and conditions as "*Horse Sense for Life*" or "we" or "our"). In the event of any queries, contact [us](#) by completing our feedback form.

1.2 By accessing and using this Website, you are deemed to have accepted these terms and conditions. Each time you access and use this Website you are reconfirming your acceptance of these terms and conditions including any changes. These terms and conditions are a legally binding agreement between "*Horse Sense for Life*" and yourself. We reserve the right to make any changes at any time to these terms and conditions by changing them on this Website. You should print a copy of these terms and conditions for your records.

1.3 If you are under 12, please do not submit any of your personal details online to us or by using our services such as our message/notice boards unless your parent or guardian has provided us with their written permission. Personal information means any information from which you can be identified such as your name, your e-mail address or your photograph.

1.4 You must be over 18 to use any services provided via this Website which require payment.

2. Access to Our Website

2.1 No warranties or representations are made by us that the operation of this Website will be uninterrupted or error-free. We are not liable for any losses or damage you incur as a result of using our Website.

2.2 We make no warranties or representations regarding the accessibility or availability of this Website. We shall not be liable for the consequences of any interruptions, errors or down time.

2.3 We reserve the right which can be exercised in our absolute discretion at any time to block access to this Website by any user on a temporary or permanent basis.

3. Your Conduct

You are required to use this Website and any services provided via this Website (including without limitation, message boards) properly and lawfully.

4. Content

4.1 You acknowledge that a substantial amount of the content, data, material, photographs, comments, opinions, statements, or other information ("Content") on this Website has been provided by third parties over which we have no control.

4.2 We make no warranties or representations as to the accuracy, reliability or completeness of any Content on this Website.

4.3 Any use or reliance on any Content on this Website is at your own risk and you are responsible for any such use or reliance. We disclaim all liability for any use of any Content on this Website.

4.4 You warrant that any Content supplied by you:

- (i) does not infringe anyone's intellectual property rights or any other rights;
- (ii) is not defamatory;
- (iii) is not obscene or pornographic;
- (iv) is not abusive;
- (v) is not offensive; and

(vi) is not illegal in any way.

4.5 You warrant that you own all intellectual property rights, including, without limitation, copyright, in any Content you supply, or that you are legally authorised by the owners of the intellectual property rights to use their Content.

4.6 You warrant that you will use this Website and our services properly and lawfully. You are responsible for all Content that you supply, upload or post on our message/notice boards or publish on our Website.

4.7 Failure to comply with any of the warranties in this clause 4 may result in access to the Website being blocked and the supply of our services and this agreement being terminated.

4.8 We reserve the right which can be exercised in our absolute discretion to remove any Content from the Website without any liability for the consequences of exercising this right.

5. Privacy Policy

We shall deal with any personal data you provide in accordance with the Data Protection Act 1998 and the "*Horse Sense for Life*" Privacy Policy

6. User Activities

You acknowledge that we have no responsibility or control over the activities of you or other users in relation to use of this Website.

7. Disclaimer, Liabilities and Indemnities

7.1 To the fullest extent permitted by law, all implied warranties, representations and conditions are excluded from these terms and conditions.

7.2 We are not responsible for the accuracy, reliability or completeness of any Content on our Website. We do not endorse any Third Party Content.

7.3 No content or any part of this Website is intended to be or construed as advice. We are not liable for any actions you may take or if you refrain to take any action based on any contents of this Website. If you require advice you should obtain advice from a relevant professional adviser.

7.4 We shall not be liable for any losses or damages arising out of or in connection with your use of this Website including, without limitation, for any loss of profit, loss of revenue, economic loss, indirect or consequential loss incurred by you, howsoever caused, including by negligence or breach of duty (whether statutory or otherwise) and whether or not such losses or damages were foreseeable at the time you entered into this agreement.

7.5 You shall fully indemnify us, our officers, employees and agents against any claims, alleged claims, liabilities, losses damages or expenses (including legal expenses) in relation to or arising out of your use of the Website and our services, including, without, limitation, actual or alleged infringement of any copyright, or any other intellectual property rights and defamation claims.

7.6 You shall fully indemnify us, our officers, employees and agents against any claims, alleged claims, liabilities, losses damages or expenses (including legal expenses) in relation to or arising out of any breach of the warranties in clause 4.

7.7 Nothing in this agreement shall:

- (i) exclude liability for fraud;
- (ii) exclude liability for personal injury or death due to negligence;
- (iii) restrict or affect your statutory rights as a consumer.

8. Links

8.1 This Website contains links to other websites ("Third Party Websites") which are owned and maintained by third parties. We have no control over or responsibility for these third parties, the contents of Third Party Websites or their activities. Linking of Third Party websites to this Website does not constitute or imply an endorsement of any Third Party Websites.

9. Intellectual Property Rights

9.1 The contents of this Website are protected by copyright and/or database right and/or trademarks and/or other intellectual property rights, and are owned by us or the licensors/contributors of the contents. You can read, print and download pages from this Website for your private non-commercial use, but you cannot otherwise copy, redistribute or commercialize any content in any way.

9.2 You shall indemnify us in full against any liabilities, damages, losses, claims, costs and expenses which we incur due to alleged or actual claims of infringement of third party intellectual property or other rights arising out of any Content you have supplied which has been uploaded onto, posted or published on or via our Website, including without limitation, on message boards.

10. Licence

You grant us a non-exclusive royalty-free perpetual licence to reproduce in any format or media and use for any purpose any of the Content you supply which is uploaded onto, posted or published on our Website.

11. Assignment

You cannot assign any of your rights under this agreement.

12. Waiver

Failure by us to exercise or enforce any right in relation to these terms and conditions shall not be deemed to be a waiver of that right.

13. Rights of Third Parties

This agreement shall not confer and shall not purport to confer on any third party any benefit or any right to enforce any term of this agreement for the purposes of the Contracts (Rights of Third Parties) Act 1999.

14. Applicable Law and Dispute Resolution

This agreement be governed and construed in accordance with the laws of England and Wales, irrespective of the jurisdiction where you are based. In the event of any dispute which arises out of or in connection with this agreement, each party irrevocably submits to the exclusive jurisdiction of the English courts for resolution of such dispute. The place of performance of this agreement shall be England.

15. Entire Agreement

This agreement and any documents incorporated by reference herein constitutes the entire agreement and understanding between "*Horse Sense for Life*" and you regarding the access and the use of this Website and supersedes all prior agreements and understandings. Nothing in this clause shall, however, operate to limit or exclude any liability for fraud.

This agreement will not be filed. This agreement and all related transactions will be concluded in English.

16. Online bookings and payments

All bookings may be cancelled within 14 days of purchase for a full refund unless the booking is within 7 days of the event in which case no refund will be offered. In the event that Horse Sense for Life cancels an event Horse Sense for Life will try their best to rearrange the booking or provide a full refund.