

Meadowbrook Equine Therapy (Meadowbrook)

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1. DEFINITIONS

In the context of these terms and conditions, the following words shall have the following meanings:

"Client" means any person that has completed and submitted the registration form via the Enroll Now link at www.meadowbrook.co.uk or in person at Meadowbrook Academy and which registration has been accepted by Meadowbrook or who has attended a Meadowbrook course.

"Website" means any website under the ownership or control of Meadowbrook from which a link has been created to these terms and conditions. "Material" means all of the information, data, text, graphics, links or computer code published on, contained or available on the Website. "User" means the individual, firm, company or organisation accessing this website or making a booking. "Facilities" means any one of the Meadowbrook rooms and any other facilities used by Meadowbrook or at Meadowbrook Academy, Valley Farm, Dunston Heath, ST18 9FB. "Terms and Conditions" means these Terms and Conditions.

References in the Terms and Conditions to the singular will include the plural and vice versa and references to the masculine gender will include references to the feminine gender.

2. APPLICABLE TERMS AND CONDITIONS

This website is owned and operated by Meadowbrook and any use made of this site (including registrations and bookings or purchases made via the Website), are subject to these terms and conditions. Meadowbrook may, at its sole discretion, modify or revise these terms and conditions at any time by updating the text of this page. By accessing or using the Website or our service, you approve that you have read, understood, and agree to be bound by these Terms.

3. USE OF THE WEBSITE

Anyone is entitled to view any non-password protected parts of the Website and to use for their own purposes the information contained therein, provided:

3.1 It is used for information purposes only, for reproduction for personal use only and not for reproduction on any other website or for commercial gain.

3.2 Any links created to the Website are notified to and approved Meadowbrook before they are created.

3.3 No part of the Website is copied, stored in a retrieval system, or transmitted in any form or by any means to any third party without the written permission of Meadowbrook.

4. COPYRIGHT AND TRADE MARKS

4.1 Copyright in the Material is owned by Meadowbrook or its content suppliers. Unauthorised use of the Material including reproduction, storage, modification, distribution or republication without the prior written consent of Meadowbrook or, where applicable, the respective copyright owner(s) is prohibited.

4.2 The names and logos of Meadowbrook and all related product and service names, designs marks and slogans are the trade names, service marks or trade marks of Meadowbrook and may not be used without the prior consent of Meadowbrook.

4.3 All works in the nature of databases attract database rights.

5. DISCLAIMER

The website is intended to provide general information only and, as such, should not be considered as a substitute for advice covering any specific situation. Users should seek appropriate advice before taking or refraining from taking any action in reliance on any information contained in this website. So far as permissible by law, Meadowbrook does not accept any liability to any person relating to the use of any such information.

Whilst Meadowbrook has taken every precaution in compiling this site neither it nor any contributors to the site can be held responsible for any action (or the lack thereof) taken by any person or organisation wherever they shall be based, as a result, direct or otherwise, on information contained in or accessed through this internet site.

6. TARGET AUDIENCE

The Website is intended for use by UK residents and only in relation to their activities within the UK. It may be dangerous to apply any of the information on the Website to activities outside the UK.

The information provided on this Website has not been written to meet individual requirements and it is your sole responsibility to satisfy yourself prior to using the information in any way for your purposes. Meadowbrook does not represent or warrant that the information accessible via the Website is accurate, complete or correct. Before making any decisions based on the information contained on the Website, you are strongly advised to refer to alternative, independent sources of information to substantiate the basis for your decision.

7. WARRANTY AND INDEMNITY

The User warrants to Meadowbrook that it will not use the Website, the Material or any part thereof for any purpose that is in contravention of any applicable law or regulation or in a manner that will infringe the copyright, trademarks, service marks or other intellectual property rights of third parties or violate the privacy, publicity or other personal rights of others or in any defamatory, obscene, threatening, abusive or hateful manner. The User shall indemnify Meadowbrook, its employees and agents, harmless against all claims, liability, losses, damages and expenses including, without limitation, legal fees and costs arising out of or incurred as a result of any claims made, or litigation brought, against Meadowbrook, its employees and agents, as a result of the use by the User of the Website, the Material or any part thereof for whatever purpose, to the fullest extent permitted by law.

8. LIMITATION OF LIABILITY

Meadowbrook hereby disclaims all warranties and conditions with regard to the Material and any goods or services supplied in relation to the Website, whether express or implied or statutory (including all implied warranties and conditions of merchant ability and fitness for a particular purpose). In no event shall Meadowbrook be liable for any indirect, punitive, special, incidental, or consequential damages whatsoever even if Meadowbrook has been advised of the possibility of

damages including, without limitation, damages for loss of use, data or profits arising out of or in any way connected with the use or performance of the Website, interruptions or delays to the Website, the provision of or failure to provide services, or for any information, Material, goods and services obtained through the Website or otherwise arising out of the use of the Website, whether based on contract, tort or otherwise to the fullest extent permitted by law.

In consideration of the Client's participation in the activities and programmes of Meadowbrook and the use of facilities and equipment owned and/or under the control of Meadowbrook the Client hereby waives and releases the Company from any and all responsibility or liability for injuries or damages resulting from his participation in any Meadowbrook activity or use of Meadowbrook equipment or Facilities save in respect of death or personal injury caused by the negligent act or omission of Meadowbrook or its employees.

9. RETENTION OF RIGHT TO CHANGE OFFERING

Meadowbrook may, without prior notice, change the services; stop providing the services or any features of the services we offer; or create limits for the services. We may permanently or temporarily terminate or suspend access to the services without notice and liability for any reason, or for no reason. Meadowbrook also reserves the right to vary the prices of any goods or services listed without notice. All bookings are subject to availability and Meadowbrook reserves the right to refuse to accept any registration and to refuse to supply any goods or services to any individual.

10. RIGHT TO SUSPEND OR CANCEL USER ACCOUNT

Acceptance of a person as a Client is at the absolute discretion of Meadowbrook. Meadowbrook reserves the right to expel clients from the Facilities or permanently or temporarily terminate or suspend Client's access to the service without notice and liability for any reason, including if a Client's conduct is or may, in Meadowbrook's reasonable opinion, be injurious to the character of Meadowbrook or its employees, or where such expulsion is otherwise in the interests of the other Clients, or if in Meadowbrook's sole determination a Client violates any provision of these Terms or any applicable law or regulations. Any Client so expelled will forthwith cease to be a Client of Meadowbrook and will not be entitled to any refund for any unused sessions. Clients may discontinue use and request to cancel their account and/or any services at any time.

11. BOOKINGS AND CANCELLATIONS

Clients must be 18 or over to participate in Meadowbrook activities. A Client may not attend any course without first booking and paying for the relevant course. Courses are booked on a first-come first-served basis. Payments for courses and gift certificates in any amount are non-refundable unless otherwise stated in the Terms and Conditions

12. FITNESS AND HEALTH

The information available on or through this Website, and the Services supplied via or in connection with this Website or at the Facilities do not constitute medical advice and it is the Client's responsibility to determine, through obtaining appropriate medical advice, that he is fit and well and that such activities undertaken with Meadowbrook are suitable for him. It is not Meadowbrook's

responsibility to do so. It is vital that the Client supplies Meadowbrook with correct information about himself. Meadowbrook cannot be held liable for any incorrect information supplied by the Client. By agreeing to these Terms and Conditions Clients hereby confirm that they have no health problems which may adversely affect their participation in any Meadowbrook course. It is a Client's sole responsibility to notify Meadowbrook before attending any session of any circumstances affecting the Client's health which may be exacerbated through continued use of the Facilities and/or which may have arisen or worsened since the Client's last session at the Facilities (if any). Meadowbrook reserves the right to refuse access to any Client if, in its absolute discretion, it considers that the health of the individual concerned may be endangered by the use of the Facilities.

13. PERSONAL BELONGINGS

Personal belongings are brought onto Meadowbrook's premises at the Client's own risk and Meadowbrook does not accept liability for any loss or damage whatsoever to such items.

14. THIRD PARTY WEBSITES

The Website contains links to websites operated by parties other than Meadowbrook. Such links are provided for the User's convenience only. Meadowbrook does not control such websites, and is not responsible for their content. Meadowbrook's inclusion of links to such websites does not imply any endorsement of the material on such websites or any association with their operators. The User is solely responsible for evaluating the accuracy and completeness of any information contained on the third party websites, and also the value and integrity of any goods and services offered by such websites.

15. PRIVACY AND DATA PROTECTION

Our [Privacy Policy](#) can be read in full.

16. GOOGLE ANALYTICS

Some of our Websites use Google Analytics, a web analytics service provided by Google, Inc. ("Google"). Google Analytics uses "cookies", which are text files placed on your computer, to help the website analyse how users use the site.

The information generated by the cookie about your use of the website (including your IP address) will be transmitted to and stored by Google on servers in the United States. Google will use this information for the purpose of evaluating your use of the website, compiling reports on website activity for website operators and providing other services relating to website activity and internet usage. Google may also transfer this information to third parties where required to do so by law, or where such third parties process the information on Google's behalf. Google will not associate your IP address with any other data held by Google.

You may refuse the use of cookies by selecting the appropriate settings on your browser, however please note that if you do this you may not be able to use the full functionality of this website. By using this website, you consent to the processing of data about you by Google in the manner and for the purposes set out above.

17. VIRUSES

Whilst Meadowbrook makes all reasonable attempts to exclude viruses from the website it cannot ensure such exclusion and no liability is accepted for damage caused through the downloading of viruses. Therefore, you are recommended to take all appropriate safeguards before downloading information from the Website.

18. ENCRYPTION

Although the Website uses encryption security software in areas where online payment details are accepted, the security of information and payments transmitted via the Internet cannot be guaranteed. Any loss incurred or sustained by any User who transmits information by means of e-mail or other Internet links shall be borne solely and exclusively by such User and in no event shall any such loss in whole or part be borne by Meadowbrook or its agents.

19. FORCE MAJEURE

Meadowbrook shall not be held to be in breach of its obligations hereunder nor liable to the User for any loss or damage which may be suffered by another party due to any cause beyond its reasonable control including without limitation any act of God, fire, storm, flood, lightening, disease, strike, trade dispute, act of terrorism, any act or omission of government or regulatory bodies or communications operators.

20. GENERAL

20.1 If any provisions of these terms and conditions are held to be invalid or unenforceable, the validity or enforceability of the remaining provisions shall not be affected.

20.2 These terms and conditions constitute the entire agreement between Meadowbrook and the User and supersede all other (prior or contemporaneous) communications and proposals, whether electronic or written, between the User and Meadowbrook.

20.3 Any failure of Meadowbrook to exercise or enforce any of its rights under these terms and conditions shall not be deemed to be a waiver of any such rights or operate so as to bar the subsequent exercise or enforcement of any such rights.

21. JURISDICTION

The terms and conditions and the use by the User of the Website shall be governed by the laws of England and Wales and the parties hereto submit to the exclusive jurisdiction of the English courts in all disputes arising out of or relating to the Website and/or any transactions made on the Website, or these terms and conditions.

Reviewed: April 2021

