

# Equo Terms & Conditions

## Terms of Use

### 1 Acceptance of the Terms of Use

a) These terms (including the Privacy Policy and any other documents referred to in them) set out the terms and conditions on which you may use the Equo website (the "Website") whether as a guest, a registered user or a registered event organiser. As well as reading the following Terms of Use to which you have agreed by using this Website, buyers of services ("End Users") should also refer to any terms and conditions of an event organiser ("Organiser") on the relevant event listing page before placing an order to enter an event listed on the Website ("Events").

b) We may update these Terms of Use (and the documents referred to in them) and any aspect of the Website from time to time. Your subsequent use of the Website constitutes acceptance of such updates. You are requested to regularly visit our home page to view the most up to date version of these Terms of Use. If you do not agree to these Terms of Use as updated from time to time then please do not use the Website or any part of it.

### 2 Who we are

a) The Website is owned by Future PLC Horse & Hound part of Future plc Sport & Leisure Network. The site is operated by Dark Deer Ltd a company registered in Scotland. Our registered office address is Lochletter House, Drumnadrochit, Inverness, IV63 6TJ.

b) We use third party subcontractors ("Partners") including technology suppliers and payment processing companies to provide to us elements of the Website, the events marketplace provided by it and services connected to it.

### 3 What we provide via the Website

a) The Website is a marketplace platform that facilitates the online listing and promotion of equestrian events and allows prospective entrants to view those events and enter them including paying the entrance or registration fees.

b) When an End User decides to register for and enter an Event via the Website the resulting legal contract is between the End User and that Organiser. That agreement shall consist of these Terms of Use, the email confirmation of your order and the details on the relevant event listing page. You agree to be bound by all such provisions. As we are not a party to the transaction we shall not bear any express or implied liabilities in connection with the staging of the Event listed by Organisers through the Website.

c) Access to the Website is permitted on a temporary basis, and we reserve the right to withdraw or amend the Website and the services provided through it without notice. We will not be liable if for any reason the Website is unavailable for any period.

### 4 The relationship between us, End Users and Organisers

a) Each order by an End User shall be deemed to be an offer by the End User to enter an event and acquire event services from the Organiser subject to these Terms of Use and the applicable details on the event listing page. We are not responsible for the listings provided by Organisers, the promotion, organisation, production and staging of an Event.

b) If there is an inconsistency between these Terms of Use, the email confirmation of an order or the details on the listing page then these Terms of Use shall prevail to the extent of the inconsistency.

c) We cannot give any undertaking that Event services you acquire from Organisers through the Website will be provided with reasonable skill and care and this and any other such warranties (whether express or implied) are disclaimed by us to the fullest extent permitted by law. This disclaimer does not affect your statutory rights against the Organiser.

d) No order shall be deemed accepted by the Organiser until we in our capacity as the disclosed commercial agent of the Organiser issue an email acknowledgement of the order. The agreement between you as End User and an Organiser will relate only to the Event detailed in the email acknowledgement.

## **5 User general requirements**

a) When registering with us you represent that: i) the information you provide to us and/or our Partners is accurate, up-to-date and complete; ii) you have read and accepted our Privacy Policy; iii) you acknowledge that we may monitor communications made through the Website.

b) The Website may only be used for its primary purpose. You remain liable for any inappropriate use of the Website and must refrain from: i) performing any activity that is unlawful or can reasonably be deemed unethical or unfair; ii) performing any activity that causes the Website to be disrupted or damaged; iii) using any data obtained from our Website without our prior consent; iv) placing links or deep links to the Website without our permission; v) using any usernames, Event descriptions, comments or messages that are obscene, discriminatory, offensive or interacting in any inappropriate manner; and vi) attempting to manipulate transactions or tamper with our systems in any way.

c) If you select, or we provide you with, a user id, password or any other security credentials you must treat such information as strictly confidential and not disclose it to anyone. We retain the right to disable any account or security credentials, whether selected by you or provided by us, at any time.

## **6 Organiser provisions**

The system is GDPR compliant in that we protect all the data entered by registered users and registered organisers and we undertake never to sell this information to any third parties; however, note the points made in (4) and (5) above. In addition:

a) You will bear liability for all data provided to us or directly transferred from your systems to ours and will hold us harmless against any third party claims regarding, but not limited to, the infringement of intellectual property rights, pricing, or other claims that may arise in connection with your listings of, or sale of entries to, Events via the Website.

b) In the course of our business, we may develop materials that contain content provided by you. You grant us a royalty-free, perpetual, irrevocable, non-exclusive, transferable licence to use, reproduce, modify, adapt, publish, create derivative works from, distribute and display such content in whole or in part, including the right to merge and incorporate it into our other works in any form, media or technology now known or later developed.

c) It is your responsibility to ensure that the advertising, staging and organisation of an Event listed by you complies with all applicable laws and regulations, including health and safety requirements and that you maintain adequate public liability insurance.

d) Any Events listed on the Website must be open and be capable of being entered at the time of listing via the Website. No Events may be listed where End Users are invited or directed to an alternative website or means of entry. We reserve the right at any time to suspend or withdraw any listing in breach of this term.

e) You represent, warrant and undertake that you shall at all times comply with all applicable laws, rules and regulations (including all applicable data protection legislation) and your own privacy policy with respect to any End User information. You acknowledge and agree that you are solely responsible for any use of such information by you.

f) It is your responsibility to ensure that indicated prices include VAT and any applicable taxes. You are responsible for accounting for all taxes due relating to the staging of your Event via our Website.

g) By listing your Event on the Website you agree to pay all relevant transaction fees and payment processing charges for any and all entries to your Event sold through the Website.

h) You may not transfer your account to another party without our prior consent.

i) Organisers must communicate their refund and cancellation policy to End Users and as applicable issue refunds to End Users.

j) In the event of a dispute with an End User you are required to take all reasonable steps to resolve the matter directly. You agree to produce all documentary evidence that you have fulfilled your responsibilities to End Users if asked to do so by us. You agree to be bound by our decision if we adjudge that you have failed to carry out your obligations to any End User.

## **7 End User provisions**

a) An order is deemed to be accepted by the Organiser when you receive an email confirmation from the Website.

b) Purchases of entry to Events must only be paid for through the Website's payment facility, Stripe.

c) All graphical representations and descriptions of Events listed by Organisers, as well as any applicable warranties, whether express or implied, shall be solely binding upon them.

d) Any rebates and cancellations shall be subject to the Organiser's terms and conditions, which you must check and accept when placing an order via the Website. Any refunds must be directly arranged with the Organiser.

e) In the event of a dispute with an Organiser, you are required to take all reasonable steps to resolve the matter directly with the Organiser.

f) When you register for, or purchase a ticket to, an Event through the Website, we share information about you with the Organiser of such Event, who will use it in accordance with their privacy policy. Such information includes information you have entered on the Website or made available to us or our payment processing company (Stripe), such as your name, address, e-mail address, phone number, and the last 4 digits and expiry of your payment card. Please note we do not share full credit card numbers or other full payment account numbers or the related security code entered by you.

You acknowledge and agree to this sharing and understand and agree that each Organiser is solely responsible for the use of your information that was provided to such Organiser by us and that we are responsible only for our own use of your information. It is important that you review the applicable policies and terms and conditions of the Organiser before providing personal data or other information in connection with an Event.

## **8 Payment provisions**

a) Organisers and End Users effect the applicable monetary payment transaction through our third party payment processing company, Stripe. Organisers and End Users are bound by the applicable terms of use of our nominated third party payment processing company from time to time available at <https://stripe.com/gb/terms>.

b) All refunds are governed by the Organiser's refund policy. End Users should check an Organiser's refund and event cancellation policy before entering an Event via the Website. If applicable an End User must request any refund directly from an Organiser. All disputes regarding refunds are between the Organiser and End User. We are not responsible or liable in any way for refunds or mistakes in relation to refunds.

c) The collection of entry fees for Events via the Website will be processed by Stripe, our third party payment processing company. End Users will be subject to a non-refundable booking fee payable to us which will be applied in addition to the cost of entry to an Event. Organisers will be subject to a payment processing fee and a fixed per transaction fee which will be charged to Organisers by our payment processing company.

## **9 Intellectual Property**

a) All Intellectual Property rights including, but not limited to, copyright, trade marks, images and descriptions appearing on the listings page belong either to us or the respective Organiser as applicable. You may not reproduce, copy, distribute or re-use such materials unless expressly authorised by the relevant rights owner.

b) If you believe that any listings infringe or are likely to infringe your or third parties' intellectual property rights, you are encouraged to contact us by email at

equo.events@darkdeer.co.uk quoting the listing and Organiser, along with a short description of the grounds on which the alleged infringement is based.

c) The Website uses third party applications including a postcode lookup service. This service contains public sector information licensed under the Open Government Licence v3.0; Ordnance Survey data © Crown copyright and database right 2015; Royal Mail data © Royal Mail copyright and database right 2015 and National Statistics data © Crown copyright and database right 2015.

## **10 Use of data**

a) We collect, store, transfer, process and where applicable share data collected from persons who visit the Website and from End Users and Organisers in the course of our operations in accordance with our Privacy Policy, incorporated into these Terms of Use by reference.

b) Information entered by an End User when registering for, or purchasing tickets to, an Event will be shared with the applicable Organiser and may also be used by us in accordance with our Privacy Policy.

c) Both **Dark Deer Ltd** and the Organiser are data controllers in respect of any personal data of End Users to which they have access.

## **11 Disclaimers**

a) This Website is provided on an “as is” basis. We do not represent or warrant that it will be error-free, uninterrupted, free from third party attacks or otherwise available at all times to meet your requirements.

b) We make no representations or warranties of any kind, whether statutory, express or implied, that the information, content, materials or Events made available to you through the Website will be as represented by Organisers, fit for a particular purpose or use, available at the time of listing, compliant with applicable regulations, free from intellectual property infringement or that Organisers and End Users will perform as they have agreed.

c) Where a dispute arises out of an End User’s and an Organiser’s activity on the Website, each party expressly agrees to waive any subsidiary or recourse claims against us and our Partners and further agrees to hold us and our Partners harmless from any claims that may be in any way connected with such dispute.

## **12 Limitation of liability**

To the fullest extent permissible under applicable law, we exclude liability for damages of any kind arising from the use of this Website including, without limitation, direct or indirect loss, punitive damages, loss of profits, loss of business, loss of data and any consequential loss. For the avoidance of doubt, we do not exclude our liability for death, personal injury or any liability that cannot be limited or excluded by law.

## **13 Termination**

We reserve the right to suspend or terminate your account without notice if: i) you are in breach of these Terms of Use; ii) your conduct is in any way detrimental to the quality of our Website or results in unacceptable frequency of complaints, disputes, claims, chargebacks or other liabilities; iii) you fail to provide us with information regarding your business activities that may be requested from time to time. The termination of your relationship with us shall not release you from any obligations assumed in the course of your activities on the Website.

## **14 Circumstances outside our control**

There may be events outside of our control that prevent or delay us or our Partners from carrying out their respective obligations. These types of events are sometimes referred to as "Force Majeure Events". This means an event beyond a person's reasonable control which is not attributable to that person's fault or negligence, including acts of God, any form of government intervention, war, hostilities, terrorist activity, local or national emergency, strikes and other industrial action, fuel shortages, sabotage or riots, and floods, fires, severe weather, explosions or other catastrophes, and any other event beyond that person's reasonable control. Neither we nor our Partners shall be responsible for any failure to carry out any of our respective duties to the extent that the failure is caused by a Force Majeure Event, and we may suspend performance of any of our obligations for the period that the relevant Force Majeure Event continues.

## **15 Waiver**

A failure or delay in exercising any right or remedy we may have under these Terms of Use shall not constitute a waiver of that right or remedy. A single or partial exercise of any right or remedy shall not prevent the further exercise of that right or remedy. A waiver of a breach of these Terms of Use shall not constitute a waiver of any other breach.

## **16 Entire Agreement**

These Terms of Use and any documents expressly referred to in them are the entire agreement between us, and replace all previous agreements and understandings between us, relating to its subject matter. We each agree that no representations, warranties, undertakings or promises have been expressly or impliedly given other than those which are expressly stated in these Terms of Use. Neither of us shall have any remedy in respect of any statement (save for fraudulent misstatements) not set out in these Terms of Use on which it relied in agreeing to these Terms of Use.

## **17 No partnership or agency**

Nothing in these Terms of Use shall be construed to create a partnership, joint venture or agency relationship.

## **18 Jurisdiction**

Contracts for the entry to Events through the Website, these Terms of Use and any non-contractual obligations shall all be governed by English law. Any disputes shall be subject to the exclusive jurisdiction of the courts of England.

Updated on 13 March 2018 to clarify how we use and share your data with Organisers, specifically Section 6(e), 7(f) and 10(b) and (c).