

Scope

These Terms and Conditions relate to Northern Equine Events (NEE) and Katharine Martin Equine Tuition (KMET) at all venues.

In the event of a discrepancy between these terms and conditions and any other contents of any schedule, these conditions will prevail.

1. Entry and Applicability of Terms

- 1.1. Northern Equine Events reserves the right to refuse booking, entry and participation at all venues.
- 1.2. In using or hiring the facilities and/or participating in a training clinic or competition, you are deemed to accept these terms, including the NEE and KMET Privacy Notice (Clause 10).
- 1.3. It is your responsibility to ensure that any person accompanying you to an event is also made aware of these terms to the extent that they are relevant to them as an attendee/spectator at the venue.
- 1.4. If you are hiring the venue to undertake your own clinics or competitions, it is a condition of hire that these terms are issued to every participant (and any associated attendees) and they are advised that their participation is subject to acceptance of these terms, subject to any notices of variation that you may wish to give your clients in relation to Clause 7 (Payment), Clause 8 (Refunds and Cancellations) and Clause 10 (Privacy Notice). This notice of variation should reflect your own policies on payments and cancellations and how you process and store your clients' personal data.
- 1.5. All persons under the age of 18 must be accompanied by an adult at all times.
- 1.6. Riders must have attained or be due to attain their 12th birthday in the current year in which they are riding at, or if due to attain their 10th or 11th birthday in the current year, they must provide to the organiser, in advance of riding at a clinic, a declaration from either their Pony Club DC or a registered instructor stating their ability to ride at the appropriate level. This does not apply to NSEA or Pony Club Competitors. At NSEA competitions, it will be deemed that the competency of the competitor has been judged by the Team Manager. This does not apply to competitions organised by NEE for Pony Club or NSEA.
- 1.7. Horses must be 4 years old or over. Stallions must be declared prior to arrival.
- 1.8. If you are attending a training clinic, you must not jump any obstacles at the venue without the supervision of an instructor. To do so, may result in the cessation of your session and/or a future refusal of entry to the premises.
- 1.9 Scoring will be published online during competitions. Upon the publication of results there is an allowance of 15 mins to raise queries with the judge on the

scores. The scores are final after this time period has elapsed. The judges decision is final. Scores can be found at eventingscores.co.uk or nseareresults.co.uk for NSEA competitors.

2. Risk

- 2.1. KMET or Northern Equine Events (NEE) cannot accept liability for any loss or damage in respect of vehicles, equipment, personal valuables or property.
- 2.2. Horse riding, particularly cross-country riding is a risk sport and you use the facilities at your own risk. It is an express condition of every person upon entering the facilities that he/she agrees (and if he/she is under 18 years of age, his/her parents and or accompanying adult also agree) that he/she does so at his/her own risk and voluntarily accepts the risk of injury or damage that is implicit in riding a horse or being around horses on the premises.
- 2.3. All persons must consider their experience and ability and familiarise themselves with all obstacles they intend to jump taking into account the ability of themselves and their horse/pony. Obstacles must be approached and jumped in the right direction, and where flags are present, with the red flag on the rider's right-hand side as they travel over the obstacle.
- 2.4. Should I, or a representative acting on behalf of KMET or NEE, have any doubt about the safety of a person due to capability, faulty tack/equipment or any other valid reason, they can refuse to allow that person to take part unless this can be rectified before the completion of the class.
- 2.5. You and any other person accompanying you should give due care and attention to all others present including the general public and users of the public footpaths, bearing in mind that they may not be familiar or experienced with horses. Note that whilst the organisers will take reasonable precautions to warn the public about the risks of the events they cannot prevent members of the public entering the premises.

3. Insurance

- 3.1. You and any person riding must have your own public liability insurance. Please phone Paul Turner of Konsileo Insurance if you need to obtain this insurance on 07962 944101. Please mention NEE.

4. Safety, Dress and Equipment

- 4.1. Properly fitting hard riding hats, to current British standards, and footwear with heels must be worn at all times whilst mounted. Skull caps (no peaked hats) and back protectors, to British Eventing specified standard must be worn on the cross-country course and medical armbands are to be worn if there are any pre-existing conditions or illnesses.
- 4.2. You agree to abide by current British Eventing rules on dress (safety), tack and equipment when participating in events or clinics unless a different governing body

is mentioned in the schedule.

- 4.3. Most cross country fences are designed and built by an accredited British Eventing course builder and will be checked for safety at the beginning of the season, and at regular intervals throughout.
- 4.4. Any fences that are damaged or may have been compromised must be reported immediately to Katharine Martin on 07543559284. This is of paramount importance as may affect the safety of others.
- 4.5. All accidents must be reported to Katharine Martin and an accident report form completed.
- 4.6. You understand that at training clinics, there will be no paid medical team or vet on site. A designated First Aider is strongly advised.
- 4.7. Should there be an accident at a training clinic organised by NEE, the initial response will be provided by the instructor / first aider and you will be required to seek your own medical or veterinary attention thereafter.
- 4.8. At competitions, the cover will be as stated in the schedule and whilst the organisers will do their utmost to provide the most comprehensive cover possible within the realms of the size of the event, responsibility for the risk or riding (notwithstanding the stated medical and veterinary support) and any requirement for follow up medical treatment and/or veterinary attention remains with you.
- 4.9 Head Cams are not covered by NEE insurance. Please seek permission from the organiser before competing.

5. **Respect for premises** You agree to:

- 5.1. keep dogs on a lead at all times and pick up any mess and dispose of it responsibly. Anyone found at venues with their dog running loose will be fined £25, which will be donated to the air ambulance;
- 5.2. take all your litter home with you (including plastic tape used to secure boots and plaiting bands) and do not leave it lying on the ground of the premises;
- 5.3. refrain from mucking out your horsebox at the venue / onto the carpark;
- 5.4. respect the premises and equipment and do not cause any undue risk to yourself and others in the way you behave or conduct yourself;
- 5.5. know and respect the public footpaths that run through the venue and take due care and attention of any footpath users so as not to cause them any alarm or harm; and
- 5.6. respect your instructor and any NEE representative who may make polite requests of you.

6. Photography

- 6.1. No unauthorised photography or filming is permitted except for private use.
- 6.2. NEE or the venue may arrange for professional photographers to be present. By attending, you accept that photography published by the attending photographers may be made publically available - for example, for purchase on the photographers' website or on the NEE social media sites to showcase the events.
- 6.3. Should you not wish for such images to be published, please contact Katharine Martin using the contact details provided in Clause 9, who will undertake all reasonable endeavours to have this media removed from a public forum.
- 6.4. At an NEE competition, anyone may take photos of a singular family member, friend or team members. You are not permitted to invite a professional or otherwise photographer to the venue to take photo's of a number of horses without express consent from NEE. Any competitor seen to be flaunting this rule will be eliminated from the competition.

7. Payment

- 7.1. You agree to make full payment before using any of the facilities or participating in any competition unless otherwise agreed in writing.
- 7.2. If you wish to pay by cheque, this must be received 7 days prior to the date of the clinic or competition and if returned by the bank as 'unpaid' NEE will charge a £10 administration fee in addition to seeking full payment of what is owed.
- 7.3. NEE or KMET shall not be liable in the event that advertised facilities and amenities are not available due to circumstances beyond our control (owing to adverse weather conditions or criminal damage for example). In these circumstances, a refund will be made in accordance with clause 8 but you will have no further claim against the owner or organiser.

8. Refund and Cancellations

8.1. Where NEE or KMET is the organiser:

8.1.1. you have a right to cancel within 14 days of entering a competition or booking a training clinic or hiring a session and you will be entitled to a refund, minus a £5 administration fee as long as the closing date for a competition has not passed or there is still at least 14 days until the date of the clinic, event or schooling session.

8.1.2. if the cancellation is requested with less than 14 days notice prior to the event or session you are attending, a refund will be made minus a £5 administration fee

ONLY IF the space can be filled from a waiting list or by the individual cancelling. Otherwise, there will be no refund as instructors and organisers must commit to running the event and its associated costs based on the numbers 14 days before it is due to take place.

8.1.3. if you can no longer participate and wish to substitute an alternative participant, you must notify NEE or KMET to ensure that they have the details of that individual and that they have adequate notice of these terms. **A change of horse or rider or combination will be charged £5 admin fee.**

8.1.4. where a refund is made, NEE or KMET will exclude the £5 administration fee AND any transaction fee that has been charged by a third party payment processor (e.g. Horse Monkey, Stripe)

8.1.5. If an event organised by NEE or KMET has to be cancelled for reasons beyond our control (e.g. severe weather) then the rider will be offered the option to carry through their entries/payments for entry into a reorganised date or another event, space permitting.

8.2. No refunds will be given when an instructor deems a horse and rider combination to be unsafe or not meeting the criteria in these terms intended for the safety of everyone in accordance with Clause 2.4.

9. **Contacts & Notifications**

- 9.1. Northern Equine Events and Katharine Martin Equine Tuition are trading names of Katharine Martin, of 13 Roman Road, Penrith, Cumbria, CA11 8DZ
- 9.2. Contact can also be made by email at northernequineevents@gmail.com and 07543559284.

10. **Privacy Notice**

NEE and KMET are committed to safeguarding the privacy of its clients; this notice sets out how your personal information will be treated. Any questions about this privacy notice should be directed to Katharine Martin using the contact details in Clause 9.

10.1. By providing NEE or KMET with your information, you are agreeing to it being used in accordance with the terms of this notice.

10.2. NEE and KMET may collect, store and use the following kinds of personal information:

- 10.2.1. information relating to any transactions and purchase of goods and services carried out between you and NEE or KMET

- 10.2.2. information that you provide to NEE and KMET for the purpose of registering with us and/or participating in a competition, training clinic or any other organised event, including for the completion of our accident forms and thus may include sensitive personal information about your health
- 10.2.3. Information that you provide to NEE or KMET for the purpose of subscribing to any services which may be provided, including any email notifications and/or newsletters about events or clinics at all venues.
- 10.2.4. photographic images of you participating in the event, competition, training clinic or hire
- 10.2.5. any other information that you choose to send to NEE, including details of your membership of clubs and other organisations in order to declare eligibility for prizes.

10.3. NEE or KMET may use your personal information to:

- 10.3.1. supply to you services purchased or requested by you and this may include publishing your name in a public forum such as Facebook to let you know of the time you are competing or participating in a competition or training clinic
- 10.3.2. send statements and invoices to you, and collect payments from you
- 10.3.3. complete accident forms and accept that the details may be required by our insurers.
- 10.3.4. check with third parties with whom you have declared that you or your horse are a member (e.g. local riding club or RoR) to verify eligibility
- 10.3.5. send you communications about future events
- 10.3.6. send you marketing communications unless you have opted out
- 10.3.7. send you email notifications which you have specifically requested
- 10.3.8. deal with enquiries and complaints made by or about you
- 10.3.9. publish images and your name on its website or social media pages of your participation in competitions.
- 10.4. Where you submit personal information for publication on our social media sites or website, NEE will publish and otherwise use that information in accordance with your instructions
- 10.5. NEE will not without your express consent provide your personal information to any third parties for the purpose of direct marketing

- 10.6. You can either book onto clinics, competitions or other events that NEE deliver by using Trybooking or similar type entry application OR by contacting NEE directly via northernequineevents@gmail.com and arranging a bank transfer or sending a cheque (must be received 7 days before date of event). By using the Trybooking or similar third party entry application, you agree to their terms and conditions, privacy policy & notices and charging structures, over which NEE has no control. Depending on the third party application and its associated privacy notice, in using this application your personal information may be transferred outside the EU.
- 10.7. NEE or KMET ¹will keep your information for up to 6 years after the date of the event in which you entered or participated. You may make a request at any time to see the information that is held about you by contacting Katharine Martin using the contact details provided in clause 9.
- 10.8. You can, at anytime, withdraw your consent to use and store your personal data as outlined in this Clause 10. In doing so, it may not be possible for NEE or KMET to fulfil their obligations under a contract to provide services (e.g. a clinic or competition) should you make such a request prior to that event taking place. Where NEE or KMET collects your consent to send you marketing communications, you have the right to withdraw your consent at any time.
- 10.9. You should note that NEE & KMET uses a Gmail account and therefore if you correspond with NEE using email or social media, your data may be transferred out of the UK and/or the EU.

Disclosures

10.10. NEE or KMET may disclose information about you to any of our employees, officers, agents, suppliers or subcontractors insofar as reasonably necessary for the purposes as set out in this privacy notice.

10.12. Except as provided in this privacy notice, your information will not be passed to third parties.

To the extent that NEE & KMET are required to do so by law; to our insurers on a confidential basis for the purposes of reporting accidents; to third party organisations or bodies of which you claim to be a member for the purposes of checking eligibility for prizes and/or qualification for other events; in connection with any legal proceedings or prospective legal proceedings; in order to establish, exercise or defend legal rights (including providing information to others for the purposes of fraud prevention and reducing credit risk); to any person who we reasonably believe may apply to a court or other competent authority for disclosure of that personal information where, in our reasonable opinion, such court or authority would be reasonably likely to order disclosure of that personal information.

Security of your personal information

¹ 12/03/2023 Terms and Conditions updated.

- 10.13. NEE & KMET will take reasonable technical and organisational precautions to prevent the loss, misuse or alteration of your personal information.
- 10.14. Please note that if you choose to enter an event through a third party application (e.g. Horse Monkey/Trybooking), you contract directly with that third party and how they use your information will be subject to their individual security measures, over which NEE has no control.

Privacy Notice amendments

10.15. NEE may update this privacy notice from time-to-time by posting a new version on our Facebook page and will be provided to you by email / via Horse Monkey or similar entry application every time you book NEE or KMET facilities.

10.16. NEE may also notify you of changes to our privacy notice by email.