

# Equine Fitters Council and Directory

## Terms & Conditions

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## 1. APPLICABLE TERMS AND CONDITIONS

These Terms and Conditions shall apply to your use of the website located at [www.equinefittersdirectory.org](http://www.equinefittersdirectory.org) and all its sub-domains and related pages ("Website").

By using the website you agree to be bound by these Terms and Conditions. If you do not agree to these Terms and Conditions, please refrain from using the website.

We may change these Terms and Conditions from time to time. Please check them regularly. Your use will be deemed to be acceptance of the Terms and Conditions as they exist at the time of use.

## 2. DEFINITIONS

- "You" means you, the user of the website, and "your" shall be interpreted accordingly.
- "We/us" means the Equine Fitters Council (EFC) who operate the Equine Fitters Directory and includes officers of the EFC and "our" shall be interpreted accordingly.
- "Users" means the users of the website collectively and/or individually as the context admits.
- "Online Community" means any network, forum or microsite for participating users who have registered or otherwise qualify to participate in accordance with website protocols from time to time in force.
- "Content" means any and all of the content submitted or uploaded to the website by you and other users, including, but not limited to: names, images, pictures, photographs, video clips, biographical information, text, logos, marks and any other information and materials.
- "Microsite" means a sub-domain website maintained independently of us but which can be accessed through the website and its search engine.
- "Moderator" means a moderator, with responsibility for and authority over the management of one or more online communities or microsites, including any content areas. Moderators may include our staff and/or independent third parties.

### 3. USE OF THE WEBSITE

You agree that any use by you of the website shall be in accordance with the following conditions:

#### 3.1 YOU WILL NOT USE THE WEBSITE:

- a. for purposes that would be deemed illegal under English Law;
- b. to upload, post, publish, transmit, reproduce any:
  - i. content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;
  - ii. content that violates or infringes in any way upon the rights of others, including content which is inaccurate, false, hateful, threatening, abusive, offensive, harassing, unlawful, libellous, slanderous, tortuous, invasive of privacy or publicity rights, vulgar, obscene, profane, or is racially, ethnically or otherwise objectionable;
  - iii. content that is pornographic, sexually explicit or contains nudity;
  - iv. content that you do not have a right to transmit under any law or under contractual or fiduciary relationships;
  - v. content which contains software viruses or other harmful or destructive components or features designed to interrupt, destroy or limit the functionality of any computer software, hardware or telecommunications equipment;
  - vi. content that consists of links to other websites that contain content not in compliance with the Terms and Conditions;
- c. to engage in conduct which in our sole discretion restricts or inhibits any other user from using or enjoying the website;
- d. to impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with any person or entity;
- e. to forge or otherwise manipulate uniform resource locators or other identifiers to disguise the origin of any content transmitted through the website, to acquire unauthorised access to restricted areas of the website, or for any other purposes;
- f. to interfere with or disrupt the website or servers or networks connected to the website, or disobey any requirements, procedures, policies or regulations of networks connected to the website;

g. to promote or provide instructions, information or advice about illegal activities, promoting physical harm or personal injury against any individual or group.

h. to collect or store personal data about other users;

i. to stalk or otherwise harass another user.

3.2 You may use for your own purposes any information contained in the areas of the website accessible to you, provided:

a. all copyright, trade mark and other proprietary notices are kept on the content.

b. any links created to the website are notified to and approved by us before they are created.

c. no part of the website is copied, stored in a retrieval system, modified, distributed, republished or transmitted in any form or by any means to any third party without our written permission.

d. 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.

## 4. INTELLECTUAL PROPERTY RIGHTS

4.1 All copyright, trademarks and other intellectual property rights in the content supplied as part of the website is owned by us or our licensors or where appropriate the content suppliers.

4.2 Our names and logos and related product and service names, designs and slogans may not be used without our prior consent.

4.3 You may not systematically extract or re-utilise parts of the website without our prior consent. You may not utilise any data mining, robots, or similar data gathering and extraction tools to extract for re-utilisation any parts of the website without our prior consent.

4.4 You may not create and/or publish your own database that features what we consider in our sole discretion to be substantial parts of this website without our prior consent.

4.5 Our status (and that of any identified contributors) as authors of content on the website must always be acknowledged.

4.6 All content accessed on the website or downloaded from the website cannot be used by any user for the purpose of securing personal or commercial gain without the express prior permission of the copyright owner. Nor can content be passed to any other website or be published anywhere else outside of the website without the express permission of the copyright owner. Any content used from the website for study purposes or non-commercial research should acknowledge the copyright owner in their references in any output that they produce.

4.7 If you believe that a copy of your work is available on the website without your consent or that a copyright infringement has otherwise occurred, please supply us with the following information:

A description of the copyrighted work that you claim has been infringed; details of where the infringing material is located on the website; your address, telephone number and email address; A statement by you that you believe in good faith that the use of the work on the website is not authorised by the copyright owner or any person entitled to act on their behalf or by law.

Please forward this information to The Webmaster, The Equine Fitters Council, 40 Gutter Lane, London EV2V 6BR or email [office@equinefittersdirectory.org](mailto:office@equinefittersdirectory.org).

## 5. DISCLAIMER AND LIABILITY

5.1 Content on the website is intended to provide general information only and should not be considered as a substitute for advice covering any specific situation or (where relevant) overriding your responsibility for exercising your professional and clinical judgment. Content posted on related online communities is written by users and we are not responsible and do not endorse such content. Contributions may be monitored. No failure to remove any content constitutes an acceptance or endorsement of it by us or the moderators.

5.2 We cannot guarantee the integrity, quality or accuracy of the content and it must be treated only as an aide in any decision-making process. Neither we, nor any contributors to the website will be held responsible or liable for content, accuracy, timing or reliability of content or statements contained on the website, including content, statements, opinions or advice made or given by users in the online communities. If you have a claim arising from the content, actions or statements of another user, you agree to pursue such a claim only against that user and not against us.

5.3 To the extent permitted by law, we will not be responsible or liable for the quality, accuracy or fitness for purpose of the website, and we do not promise that the content

or other content contained on the website, or any functions contained in the website or its server (including email and online communities) will operate without interruption or delay or will be error-free, free of viruses or bugs or is compatible with any other software or material. Access to the website may be discontinued or suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond our control.

5.4 Our content providers to and external moderators of the website and our Council and employees shall have the benefit of the exclusions and limitations of liability set out in this Condition 5 to the same extent as us.

5.5 We will be liable for death or personal injury arising from our negligence, and for any fraudulent misrepresentation we make. We will not be responsible or liable to you for any other loss or damage that you or any third party may suffer as a result of using or in connection with your use of the website.

## **6. TARGET AUDIENCE**

The website is primarily intended for use by UK residents in relation to their activities within the UK. We cannot guarantee that the website or the information that it contains complies with or is appropriate for use in other countries.

## **7. MAINTAINING THE WEBSITE**

7.1 We aim to update the website regularly and maintain the website in operational condition. However, neither we nor any moderators can guarantee that this will always be the case. Any content may be out of date at any given time and neither we nor the moderators are under any obligation to update such content.

7.2 We reserve the right at any time or from time to time or modify, suspend, or discontinue the website (or any part thereof) with or without notice to you.

## **8. PERSONAL INFORMATION AND PRIVACY**

8.1 We will respect your personal information and undertake to comply with the General Data Protection Regulation (GDPR), The UK Data Protection Act 2018 and the Privacy and Electronic Communications Regulations (PECR). we will not allow advertisers or members to send unsolicited commercial emails. If you receive any such email please email us at [office@equinefitterscouncil.org](mailto:office@equinefitterscouncil.org) with the details.

8.2 The information (including any sensitive personal information) you submit will be stored on a computer. You consent to us and external moderators using the information that you submit to enable us and external moderators to operate the website.

8.3 Our Privacy policy can be read on the [www.equinefittersdirectory.org](http://www.equinefittersdirectory.org) website.

## 9. EXTERNAL LINKS

9.1 This website contains access to other websites or resources ("External Sites"). Neither we nor the moderators shall be responsible or liable for the availability of the External Sites or any content, advertising, products or other materials located on or through any External Site. Links provided to External Sites do not represent endorsements of any information, products or services on such sites, and no information on such sites has been approved or endorsed by us or the moderators.

9.2 Under no circumstances shall we or the moderators be responsible or liable for any loss or damages caused or alleged to have been caused by use of or reliance on any content, goods, or services available on such External Sites. Any concerns that you may have regarding any External Sites should be directed to its respective site administrator or webmaster.

## 10. ON-LINE TRANSACTIONS

All payments of Application, Registration and Appeal fees will be collected via Stripe. For their Terms and Conditions please consult [www.stripe.com](http://www.stripe.com)

See item 16. Fees.

## 11. EMAIL

Where the website provides for bulk email and email facilities (subject to external host availability, and subject to user registration requirements), use shall be subject to a reasonable user requirement and such protocols as we may specify from time to time.

## 12. INDEMNIFICATION

You agree to indemnify us and all moderators and the Service Provider from and against any loss, claim, demand, cost and expense arising from or in connection with any breach

of these Terms and Conditions by you or any other liabilities arising out of your use of the website (including any online communities).

### **13. TERMINATION**

We reserve the right to immediately suspend or terminate your use of the website or any online community if you breach or we have reasonable grounds to believe that you are likely to breach these Terms and Conditions or you otherwise engage in conduct which we determine in our sole discretion to be unacceptable.

### **14. CONTACT AND FEEDBACK**

If you are uncertain about these Terms and Conditions, or wish to make comments to us about the website, please contact us by email to [office@equinefitterscouncil.org](mailto:office@equinefitterscouncil.org) or write to us at the Equine Fitters Council, 40 Gutter Lane, London, EV2V 6BR.

### **15. REGISTERED USERS AND CONTRIBUTING CONTENT TO THE WEBSITE**

This Condition applies to users who have registered and have access to contribute content to the website and to those otherwise contributing content to the website.

#### **15.1 REGISTRATION PROCESS**

To register to the website you need to provide a verifiable email address, choose a display name, complete the required fields on the registration form and read and accept these Terms and Conditions, including our privacy policy.

#### **15.2 DISPLAY NAMES AND PASSWORDS**

By registering, you promise to keep your password secret and not to disclose or share it with anyone. If you believe that someone else may have access to or know your password you must contact us immediately to change it or login to the site as soon as possible and change it yourself.

#### **15.3 REGISTERED USER RESPONSIBILITIES**

Registered users with permissions to contribute content must do so in accordance with EFC Constitution, Equine Fitters Code of Conduct and Professional Practice, and the Training Providers Code of Practice. You acknowledge in particular that appropriate communication is key to how you demonstrate and maintain your professionalism. To this end you will:



- uphold the interests of website users and respect the confidentiality of both website users and colleagues.
- maintain high standards of personal conduct and act with integrity and honesty.
- ensure that the content and style of your communication do not damage the reputation of, or public confidence in, the Equine Fitters Council or Equine Fitters Directory, or those listed in the Directory.

For non–equine fitting users the equivalent rules and/or standards that cover your profession will apply. For online communities managed by a particular Professional Association group the professional rules and standards pertaining to that group shall also apply.

#### **15.4 CONTENT**

Registered users with permissions to contribute content to defined areas of the website and people otherwise contributing content for publication on the website are subject these Terms and Conditions.

- a. You grant us an irrevocable, royalty–free, non–exclusive licence to use your content on the website, and for other uses as we require in any and all EFC media, and you agree not to assert your moral or similar rights that you may have in such content.
- b. You agree that before contributing, posting, or uploading your content you are responsible for obtaining all releases, consents and/or licenses necessary for uploading your content on our website and for any subsequent use of your content by us in accordance with these Terms and Conditions.
- c. You promise that you are the person depicted in any images or recordings submitted as part of your content and if you upload any images or recordings of any third party, you have obtained the prior written consent of that party to submit such content to the website.
- d. You agree that your content will be accurate where it states facts, will be genuinely held beliefs where it states opinions, will be appropriate to a professional website in tone and focus, will be directly relevant to the subject to which it pertains and will comply with the points set out in section 3.1 of these terms.
- e. Moderators have full authority over what content appears on the online communities and reserve the right to remove content. Consideration shall be given to the intentions and interpretation of the user submitting the content (the Contributor). The Contributor shall have no rights of redress in respect of any content submitted to the online communities, nor against a decision by any Moderator to remove any content from the online communities for whatever reason deemed appropriate by that Moderator.

f. The content of and opinions within any content or comments added to the site by Registered users will be the responsibility of the user in whose name they have been submitted. This type of content will not be reviewed by moderators prior to being displayed. Editing of this content will be kept to a minimum as it expressed the opinions and ideas of the contributor. We reserve the right to moderate any item of content or remove from display any content we deem to be outside the Terms and Conditions without the permission or prior notice of the author. we may also change any typographical or factual errors in such an item of content.

g. All content submitted to the website by Registered users, other than document downloads, may be subject to editing by moderators. By submitting content to the website you authorise us and the moderators to display, edit or delete that content at our (or their) sole discretion. Ownership, including copyright, of all content submitted, other than documents, rests with us, unless extracted from a copyrighted source, or expressly agreed with us prior to submission. The copyright and ownership of all documents posted to the website by registered users or otherwise contributed for display shall remain with the original author(s) or other legitimate, identified copyright owners.

h. When content is displayed on the website the contributor will be credited, using their name or display name for this purpose. If the contributor no longer wishes to be credited following any editing of their submission he/she must notify the Moderator and their user name will be removed from the item as soon as reasonably practicable.

i. The website enables some registered users to contribute content and exchange information. you consent to participating in such an environment where it cannot be guaranteed that information you submit will not be reproduced elsewhere, including outside of the online communities.

j. We are not responsible or liable for unauthorised reproduction or distribution of information that you submit to the website. Information you submit will be displayed on the website and can be printed out and distributed by users. We are not responsible or liable in respect of any use which you make of such information except in the case of personal injury or death caused by our negligence.

### **15.5 YOUR PERSONAL INFORMATION**

Posting personal information on the website means your information is publicly accessible. We strongly recommend that you avoid disclosing personal information that you do not want to be in the public domain, e.g., personal email address, home postal address, home telephone number.

### **15.6 ACCESS TO THE ONLINE COMMUNITIES**

You are responsible for obtaining the equipment and for meeting any other costs associated with your access to and use of the website including online communities. You

are responsible for making your own back-up arrangements of any important data that you place on the website.

### **15.7 PRIVATE NETWORKS**

An online community may be either public or private. Access to private online communities is restricted and admission will be subject to you meeting the eligibility criteria as determined by the online community moderators.

### **15.8 STORAGE AND RESOURCES**

Neither we nor any external moderators shall be responsible or liable for the deletion, miscommunication, or the failure to store any content contributed by a registered user to the website. We may establish limitations on the amount of memory, disk space, bandwidth or any other resource available on the online communities.

## **16. FEES**

We reserve the right at any time to charge fees for the use of the whole or any part of the website that is currently provided to you at no cost.

## **17. LISTING FEES AND LISTING**

Any fee charged to individual practitioners or organisations will be advertised clearly on the Equine Fitters Directory website and is subject to review at any time. Listing runs from April to March, unless stated otherwise, and the full advertised fee is payable for listing during and for any part of this period.

You should also refer to the Equine Fitter Code of Conduct and Professional Practice and the Training Provider Code of Practice, as appropriate.

### **17.1 REFUND**

All paid Listings or payment for services shall be subject to a 30-day cooling-off period from the date of payment or renewal. Certain services such as digital content are exempt from a cooling-off period.

- a. After the 30-day cooling-off period Listing fees are not eligible for refund.
- b. Where an application is refused a refund shall be issued and may be subject to an administration charge of £20 where no fault of the Equine Fitters Council occurred.

After the cooling-off period any refund for eligible products and services will be subject to an administration charge of £20 where no fault of the Equine Fitters Council occurred. We will try to refund payments by the same method we received the payment.

A listed individual or organisation may notify the Equine Fitters Council in writing that they no longer wish to be listed.

### **17.2 LISTING CANCELLATION**

Cancellation of Listing should be made in writing to the Equine Fitters Council, to [office@equinefitterscouncil.org](mailto:office@equinefitterscouncil.org). Your listing will remain current if there are outstanding complaints against you. The Equine Fitters Council will write to you to confirm that your listing has been cancelled. Until you receive this **notification**, your Listing remains current, and all obligations **remain** in place.

If you cancel your Listing, do not renew your Listing, or are removed from the Directory by the Equine Fitters Council you may no longer enjoy the benefits of listing, including use of any quality mark.

## **18. GENERAL**

If you breach these Terms and Conditions we reserve the right to remove your access to the site and to EFC email services for a period that is deemed appropriate to the breach and taking into account any previous breaches of the Terms and Conditions.

If you breach these Terms and Conditions and we take no action, we will still be entitled to use our rights and remedies in any other situation where you breach these Terms and Conditions.

These Terms and Conditions and the use by you of the website are governed by English law. You and we agree to submit to the exclusive jurisdiction of the English courts for the purpose of any disputes between us that relate to these Terms and Conditions.

**Equine Fitters Council and Directory policies are subject to review and can be amended at any time. It is important that you regularly review these documents.**

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