

Wellow Equestrian Membership Scheme



DEFINITIONS

Registered Company Address: Wellow Equestrian Ltd. The Old Rectory Kirton Newark Notts NG2 29LP

Contact Us email|: enquiries@wellowequestrian.co.uk

Membership Agreement: Your Membership Agreement as appended to these Conditions.

Contract: Your Membership Agreement and these Terms and Conditions.

Membership Fees: The charges payable for membership

Initial Term: The minimum duration of the agreement.

Services: The Contract entitlement for usage of our facilities.

We/us/our: Wellow Equestrian Ltd

Customer: You

2 APPLICATION OF CONDITIONS AND OUR OBLIGATIONS

1. Wellow Equestrian Ltd. reserves the right to change minor points on the Contract. This will not change your statutory rights.
2. We shall use reasonable endeavours to provide the Services but you acknowledge that our ability to provide the Services may be affected by circumstances beyond our control.
3. Wellow Equestrian Ltd reserves the right to alter, change, add to, reduce or cease various Centre facilities and to utilize the Centre facilities for special events, private bookings, lessons, clinics or other activities.

3. COMMENCEMENT, INITIAL TERM AND CONTINUOUS MEMBERSHIP

1. The Contract shall commence on the date of our acceptance of your Application Form and shall continue in force for the Initial Term.
2. If you choose to pay monthly payments rather than pay in full, then after the Initial Term, your membership shall automatically continue until terminated by either party
3. You may pay for a full year or by monthly installments in advance.
4. Members must be aged 18 years plus. However, for a fee, a minor may be added to an existing Membership Agreement with the consent of Wellow Equestrian Ltd. and the existing member.

4. MEMBERSHIP FEES

1. Without prejudice to any other right or remedy that we may have, if you fail to pay us the Membership Fees on any due date, we may:
 - (i) Suspend all Services until payment has been made in full.
 - (ii) Where such sum has been outstanding for more than 28 days, engage a collections agency to pursue you for the debt. You agree that you will be responsible for all costs of the agency seeking to recover payment from you.
 - (iii) Raise a late payment charge if the debt remains unpaid after 14 days.
2. We may, without prejudice to any other rights that we may have, set off any liability that we have to you against any liability that you have to us.
3. You are unable to transfer your membership to another person.

5. PRICE RISE

1. Your membership may be subject to an annual change. After your Initial Term has ended. You will be notified in writing or by email of any changes.

6. REFURBISHMENT AND REPAIR

1. You acknowledge that it may be necessary for us to close parts of the center from time to time to carry out refurbishments or repairs and that this may disrupt our provision of the Services and agree that any such disruption shall not constitute a material breach of the Contract. If Wellow Equestrian Centre is closed for a continuous period of 30 days or more you shall be entitled to a refund of any Membership Fees paid that relate to the period of closure.
2. Wellow Equestrian Ltd. will endeavor to ensure that no material changes are made to your agreement. However, in the event material changes are made you will be entitled to cancel the remainder of the agreement without penalty.

7. YARD CONDUCT

1. You agree to be bound by and observe the yard, arena and farm ride rules and acknowledge that we may amend this at any time and at our discretion. You agree to the terms and conditions for use of each of the facilities.
2. You will not under any circumstances abuse the facilities or equipment or Wellow Equestrian Ltd.'s employees or any other member and you will pay for any damage to our property.
3. When a member brings a guest into the centre, the member will be fully liable and responsible for the actions and behaviour of that guest.

8. LIMITATION OF LIABILITY

1. YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CONDITION
This condition sets out our entire financial liability (including any liability for the acts or omissions of employees, agents, consultants, and Subcontractors) to you in respect of
 - (i) Any breach of the Contract.
 - (ii) Any use made of the Services.
 - (iii) Any representation statement or tortious act or omission (including negligence) arising under or in connection with the Contract.
2. All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.
3. We shall not be liable for any Services offered by any third parties including instructors who are self-employed.
4. Nothing in these Conditions limits or excludes our liability:
 - (i) For death or personal injury resulting from negligence.
 - (ii) For any damage or liability you incur as a result of fraud or fraudulent misrepresentation.
 - (iii) To pay reasonable compensation should you suffer loss or damage caused by our negligence.
5. Subject to the other provisions of this clause, we shall not be liable for any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.
6. Subject to the other provisions of this clause, our total liability in Contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance, or contemplated performance, of the Contract, shall be limited to the charges that you have paid to us in the 12 month period preceding the date of the act or omission giving rise to the claim.

7. Members are responsible for their personal belongings Wellow Equestrian Ltd., its employees, agents and subcontractors will not be liable for any loss, damage or theft of any property brought onto any of our premises either secured or not secured.
8. The above limitations do not exclude the right of the member to recover any appropriate loss under the law having regard to the Unfair Contract terms Act 1977 and/or the Unfair Contract terms in Consumer Contracts Regulations 1999 or other relevant consumer legislation or at common law.
9. **You must carry public liability insurance for horse and rider.**

9 TERMINATION BY US

1. Without prejudice to any other rights or remedies which the parties may have, we may terminate the Contract immediately on giving notice to you:
 - (i) If you fail to pay any amount due under the Contract on the due date for payment and such sum remains in default not less than 28 days after you being notified in writing to make such payment.
 - (ii) If you commit a material breach of the Contract, or Conduct as referred to in Clause 7
 - (iii) For any other reason that we consider in our absolute discretion warrants termination of the Contract which may be immediate in which case any payment made for the month shall be refunded but not otherwise.

10. TERMINATION BY YOU

DURING THE INITIAL TERM

1. If you completed this Membership Agreement whilst not in the Centre, you have a period of 7 working days from today in which to cancel your membership. This right to cancel will cease once you use the facilities, or the period of 7 working days has elapsed, whichever is earlier.
2. You may cancel or freeze your Contract during the Initial Term, by giving one month's notice, if one or more of the following criterion is met and supply independent appropriate supporting documentation (e.g. Doctor's note confirming you are no longer fit to ride or a utility bill from your new home, vet's note saying your horse is no longer fit to ride):
 - (i) You have lost your job due to redundancy, Contract termination or are suffering from severe financial hardship.
 - (ii) You or your horse have sustained an injury, long term illness or become pregnant.
 - (iii) You're moving away, as a general rule we use 10 miles further than your current address as a guide for reasonable distance.

AFTER THE INITIAL TERM

1. You may cancel your Contract on one month's notice at any time after the Initial Term, during which time you shall be able to continue to use the Services.
2. If you wish to cancel the Contract you must give us notice by:
 - (i) Sending written notice or email of your cancellation request to the Company Address. Notice will have been deemed to be given from the date your request to cancel has been received, if accepted. Acceptance is deemed once you have received confirmation of cancellation of your membership from us.
3. Cancellation of your Contract will only be valid provided the cancellation request satisfies the conditions 10.1 10.2 above.
4. Cancelling your payment does not constitute cancellation of your Contract.

5. On application to cancel your Contract in accordance you shall immediately pay to us all outstanding Membership Fees due up to your leave date, including any notice period payable.

11. DATA PROTECTION

1. We take the privacy of our members seriously. If you have any questions about how we use your personal information, please do not hesitate to contact us at the Company Address.
2. We will endeavour to use whatever method of communication deemed appropriate to notify you of Club information in order to best serve your experience and assume that the information provided by you is correct and an acceptable method to provide you with this information.

12 GENERAL

1. We may sell, transfer, mortgage, charge or assign the benefit of the Contract at any time. You may not, without our prior consent sell transfer, mortgage charge, or assign the benefit of the Contract.
2. We shall have no liability to you under the Contract if we are prevented from, or delayed in performing, our obligations under the Contract or from carrying out our business by acts, events, omissions or accidents beyond our reasonable control.
3. We may, from time to time and without notice, change the Services in order to comply with any applicable safety or statutory requirements, provided that such changes do not materially affect the nature or scope of the Services. 13.4 If any provision of the Contract (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Contract, and the validity and enforceability of the other provisions of the Contract shall not be affected.
4. Any notice or other communication to be given under the Contract must be delivered to the registered address.
5. The Contract shall be governed by, and construed in accordance with, the laws of England and Wales, and any dispute arising out of or in connection with the Contract shall be subject to the exclusive jurisdiction of the English courts

Signed on Behalf of Wellow Equestrian Ltd: _____

Date: _____

I have read and understand the terms of membership

I understand I am entering into a 12 month contract.

I understand that I will not have exclusive use of the facilities unless booked and paid for in advance

I understand that I cannot use the facilities when there is a private booking.

I and my horse are insured for public liability

Signed by Customer: _____

Date: _____