



WEBSITE TERMS OF USE

By Using Our Sites You Accept These Website Terms of Use

Please read these Website Terms of Use carefully and ensure that You understand them before using Our Sites. These Website Terms of Use, together with any other documents referred to herein, set out the terms of use governing Your use of Our websites www.mastersaddlers.co.uk and www.mastersaddlers-training.co.uk ("Our Sites").

It is strongly recommended that You read these Website Terms of Use every time You visit Our Sites as they may have changed since Your last visit.

These Website Terms of Use were last updated on 30th August 2024

Your agreement to comply with these Website Terms of Use is indicated by Your use of Our Sites. If You do not agree to these Website Terms of Use, You must stop using Our Sites immediately.

The following document also applies to Your use of Our Sites:

- Our Website Privacy & Cookie Policy, available at www.mastersaddlers.co.uk
This is also referred to below in Part 15.

These Terms of Use do not apply to the sale of Paid Content. Please refer to our Terms and Conditions for more information

1. Definitions and Interpretation

1.1 In these Website Terms of Use, unless the context otherwise requires, the following expressions have the following meanings:

"Account"	means an account required for a User to access and/or use certain areas of Our Sites, as detailed in Clause 5;
"Content"	means any and all text, images, audio, video, scripts, code, software, databases and any other form of information capable of being stored on a computer that appears on, or forms part of, Our Sites;
"Paid Content"	<p>means any content (including text, graphics, images, audio, and video) comprising any session of tuition, instruction, teaching, coaching, training, or mentoring, or any background items or other materials or information, which We offer. The sessions, background items and other information or materials are sold by Us through Our Sites and made available by Us on Our Sites by means of:</p> <p>two-way synchronous livestream audio and/or video technology, e.g. Zoom;</p> <p>recorded streamed non downloadable video and/or audio; and</p> <p>downloadable (or other viewable) text, graphics or other video, audio, or other items or information, including background items.</p>



“User”	means a user of Our Sites;
“We/Us/Our”	means The Society of Master Saddlers (U.K.) Ltd, a company registered in England under 00894299, whose registered address is Green Lane Farm, Green Lane, Stonham, Stowmarket, Suffolk, IP14 5DS and whose main trading address is Green Lane Farm, Green Lane, Stonham, Stowmarket, Suffolk, IP14 5DS
“You/Your/They”	means the User of Our Sites.

2. Information About Us

- 2.1 Our Sites, www.mastersaddlers.co.uk and www.mastersaddlers-training.co.uk are owned and operated by The Society of Master Saddlers (U.K.) Ltd, a limited company registered in England under 00894299, whose registered and main trading address is:

The Society of Master Saddlers (U.K.) Ltd
Green Lane Farm,
Green Lane,
Stonham,
Stowmarket,
Suffolk,
IP14 5DS.

- 2.2 Our VAT number is GB237502868.

3. How to Contact Us

- 3.1 If You wish to contact Us with general enquiries, You may contact Us (the Office) by:

Telephone: 01449711642
Email: enquiries@mastersaddlers.co.uk,
Post: The Society of Master Saddlers (U.K.) Ltd,
Green Lane Farm,
Green Lane,
Stonham,
Stowmarket,
Suffolk,
IP14 5DS.

- 3.2 For matters relating to Courses or Cancellations, please contact Us (the Training Coordinator) by:

Telephone: 07717617752
Email: training@mastersaddlers.co.uk,
Post: The Society of Master Saddlers (U.K.) Ltd,
Green Lane Farm,
Green Lane,
Stonham,
Stowmarket,
Suffolk,
IP14 5DS.



Alternatively, You may contact us using any of the methods provided on our Contact page at www.mastersaddlers.co.uk

4. Access to Our Sites

- 4.1 Access to Our Sites is free of charge.
- 4.2 It is Your responsibility to make any and all arrangements necessary in order to access Our Sites.
- 4.3 Access to Our Sites is provided on an “as is” and on an “as available” basis. We may suspend or discontinue Our Sites (or any part of it) at any time. We do not guarantee that Our Sites will always be available or that access to it will be uninterrupted. We will not be liable to You in any way if Our Sites (or any part of it) is unavailable at any time and for any period. If We suspend or discontinue Our Sites (or any part of it), We will try to give You reasonable notice of the suspension or discontinuation.
- 4.4 You are also responsible for ensuring that all persons who access Our Sites through Your internet connection are aware of these Website Terms of Use and other applicable terms and conditions, and that they comply with them.

5. Accounts

- 5.1 Certain parts of Our Sites (including the ability to purchase Paid Content from Us) may require an Account in order to access them.
- 5.2 You may not create an Account if You are under 18 years of age.
- 5.3 When creating an Account, the information You provide must be accurate and complete. If any of Your information changes at a later date, it is Your responsibility to ensure that Your Account is kept up-to-date.
- 5.4 We require that You choose a strong password for Your Account, consisting of a combination of uppercase and lowercase letters, numbers and symbols. It is Your responsibility to keep Your password safe. You must not share Your Account with anyone else. If You believe Your Account is being used without Your permission, please contact Us immediately at training@mastersaddlers.co.uk. We will not be liable for any unauthorised use of Your Account.
- 5.5 You must not use anyone else’s Account.
- 5.6 Any personal information provided in Your Account will be collected, used, and held in accordance with Your rights and Our obligations under the law, as set out in Clause 16.
- 5.7 If You wish to close Your Account, You may do so at any time. Closing Your Account will remove access to any areas of Our Sites requiring an Account for access and result in the removal of Your personal data. For further information on how Your personal data will be treated, please refer to our Privacy policy which can be found here: www.mastersaddlers.co.uk
- 5.8 If You close Your Account, any User Content (course submissions, case studies and assignments, comments and reviews etc) You have created on Our Sites may be kept for a limited period of time.



6. Changes to Our Sites

6.1 We may alter and update Our Sites (or any part of it) at any time.

6.2 We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens, via a notice on Our Site and We will ensure that the transfer will not affect your rights under the contract.

7. Changes to these Website Terms and Use

7.1 We may alter these Website Terms of Use at any time. If We do so, details of the changes will be highlighted at the top of this page. As explained above, Your use of Our Sites constitutes Your acceptance of these Website Terms of Use. Consequently, any changes made to these Website Terms of Use will apply to Your use of Our Sites the first time You use it after the changes have been implemented. You are therefore advised to check this page every time You use Our Sites.

7.2 If any part of the current version of these Website Terms of Use conflicts with any previous version(s), the current version shall prevail unless We explicitly state otherwise.

8. How You May Use Our Sites and Content (Intellectual Property Rights)

8.1 With the exception of User Content (see Clause 9), all Content included on Our Sites and the copyright and other intellectual property rights subsisting in that Content, unless specifically labelled otherwise, belongs to or has been licensed by Us. All Content (including User Content) is protected by applicable United Kingdom and international intellectual property laws and treaties.

8.2 You may:

- a) Access, view and use Our Sites in a web browser (including any web browsing capability built into other types of software or app);
- b) Download any Content where We have provided a link enabling You to do so; and
- c) Download Our Sites (or any part of it) for caching.

8.3 You acknowledge and agree that the material and content contained within this website is made available for Your personal use only.

8.4 You acknowledge that any other use of the material and content of this website is strictly prohibited and You agree not to (and agree not to assist or facilitate any third party to) copy, reproduce, transmit, publish, display, distribute, commercially exploit or create derivative works or such material and content.

8.5 Our status as the owner and author of the Content on Our Sites (or that of identified licensors, as applicable) must always be acknowledged.

9. User Content

9.1 User Content on Our Sites includes (but is not necessarily limited to) course submissions such as case studies and assignments, customer comments and reviews etc.

9.2 An Account is required if You wish to submit User Content. Please refer to



Clause 4 for more information.

- 9.3 You agree that You will be solely responsible for Your User Content. Specifically, You agree, represent and warrant that You have the right to submit the User Content and that all such User Content will comply with Our Acceptable Usage Policy, detailed below in Clause 15.
- 9.4 You retain ownership of Your User Content and all intellectual property rights subsisting therein.
- 9.5 If You wish to remove User Content from Our Sites, the User Content in question will be deleted. Please note, however, that caching or references to Your User Content may not be made immediately unavailable (or may not be made unavailable at all where they are outside of Our reasonable control).
- 9.6 We may reject, reclassify, or remove any User Content from Our Sites where, in Our sole opinion, it violates Our Acceptable Usage Policy, or if We receive a complaint from a third party and determine that the User Content in question should be removed as a result.

10. Links to Our Sites

- 10.1 You may only link to the homepage of Our Sites. Linking to other pages on Our Sites requires our express written permission.
- 10.2 Links to Our Sites must be fair and lawful. You must not take unfair advantage of Our reputation or attempt to damage Our reputation.
- 10.3 You must not link to Our Sites in a manner that suggests any association with Us (where there is none) or any endorsement or approval from Us (where there is none).
- 10.4 Your link should not use any logos or trademarks displayed on Our Sites without Our express written permission. This includes but is not limited to, The Society of Master Saddlers logo and any derivation thereof.
- 10.5 You must not frame or embed Our Sites on another website without Our express written permission.
- 10.6 You may not link to Our Sites from another website the main content of which is unlawful; obscene; offensive; inappropriate; dishonest; defamatory; threatening; racist, sexist, or otherwise discriminatory; that promotes violence, racial hatred, or terrorism; that infringes intellectual property rights; or that We deem to be otherwise objectionable.

11. Links to Other Sites

- 11.1 Links to other websites may be included on Our Sites. Unless expressly stated, these sites are not under Our control. We accept no responsibility or liability for the content of third-party websites.
- 11.2 The inclusion of a link to another website on Our Sites is for information purposes only and does not imply any endorsement of that website or of its owners, operators, or any other parties involved with it.



12. Disclaimers

- 12.1 Nothing on Our Sites constitutes professional advice on which You should rely. It is provided for general information purposes only.
- 12.2 Insofar as is permitted by law, We make no representation, warranty, or guarantee that Our Sites will meet Your requirements, that it will not infringe the rights of third parties, that it will be compatible with all software and hardware, or that it will be secure. If, as a result of Our failure to exercise reasonable care and skill, any digital content from Our Sites damages Your device or other digital content belonging to You, You may be entitled to certain legal remedies. For more details concerning Your rights and remedies as a consumer, please contact Your local Citizens Advice Bureau or Trading Standards Office.
- 12.3 We make reasonable efforts to ensure that the Content on Our Sites is complete, accurate, and up to date, but We make no warranties, representations, or guarantees (express or implied) that this will always be the case. Please note that this exception does not apply to information concerning Paid Content for sale through Our Sites. Please refer to [Our Terms and Conditions](#) for more information.
- 12.4 We are not responsible for the content or accuracy, or for any opinions, views, or values expressed in User Content. Any such opinions, views, or values are those of the relevant User and do not reflect Our opinions, views, or values in any way.

13. Our Liability

- 13.1 The provisions of this Clause 10 apply only to the use of Our Sites and not to Paid Content, which is governed separately by [Our Terms and Conditions](#). Limitations and exclusions stated to apply to Content in this Clause 10 may not apply to Paid Content.
- 13.2 Nothing in these Website Terms of Use excludes or restricts Our liability for fraud or fraudulent misrepresentation, for death or personal injury resulting from negligence, or for any other forms of liability which cannot be lawfully excluded or restricted. For full details of consumers' legal rights, including those relating to digital content, please contact Your local Citizens' Advice Bureau or Trading Standards Office.
- 13.3 To the fullest extent permissible by law, We accept no liability to any User for any loss or damage, whether foreseeable or otherwise, in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising out of or in connection with the use of (or inability to use) Our Sites or the use of or reliance upon any Content (including User Content, but not including Paid Content) included on Our Sites.
- 13.4 To the fullest extent permissible by law, We exclude all representations, warranties, and guarantees (whether express or implied) that may apply to Our Sites or any Content (excluding Paid Content) included on Our Sites.
- 13.5 Our Sites is intended for non-commercial use only. If You are a consumer, You agree that You will not use Our Sites for any commercial or business purposes and that We shall have no liability to You for any business losses as set out above.
- 13.6 We exercise all reasonable skill and care to ensure that Our Sites are free from viruses and other malware. However, subject to sub-Clause 12.2, We accept



no liability for any loss or damage resulting from a virus or other malware, a distributed denial of service attack, or other harmful material or event that may adversely affect Your hardware, software, data or other material that occurs as a result of Your use of Our Sites (including the downloading of any Content from it) or any other site referred to on Our Sites.

- 13.7 We neither assume nor accept responsibility or liability arising out of any disruption or non-availability of Our Sites resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, natural events, acts of war, or legal restrictions and censorship.

14. Viruses, Malware, and Security

- 14.1 We exercise reasonable skill and care to ensure that Our Sites are secure and free from viruses and malware. However, We do not guarantee that this is the case.
- 14.2 You are responsible for protecting Your hardware, software, data, and other material from viruses, malware, and other internet security risks.
- 14.3 You must not deliberately introduce viruses or other malware, or any other material which is malicious or technologically harmful either to or via Our Sites.
- 14.4 You must not attempt to gain unauthorised access to any part of Our Sites, the server on which Our Sites are stored, or any other server, computer, or database connected to Our Sites.
- 14.5 You must not attack Our Sites by means of a denial of service attack, a distributed denial of service attack, or by any other means.
- 14.6 You shall not conduct, facilitate, authorise or permit any text or data mining or web scraping in relation to Our Sites or any services provided via, or in relation to, Our Sites. This includes using (or permitting, authorising or attempting the use of):
- any “robot”, “bot”, “spider”, “scraper” or other automated device, program, tool, algorithm, code, process or methodology to access, obtain, copy, monitor or republish any portion of the Sites or any data, content, information or services accessed via the same; and
 - any automated analytical technique aimed at analysing text and data in digital form to generate information which includes but is not limited to patterns, trends and correlations.
- 14.7 By breaching the provisions of Parts 14.3 to 14.5, You may be committing a criminal offence under the Computer Misuse Act 1990. Any and all such breaches will be reported to the relevant law enforcement authorities and We will cooperate fully with those authorities by disclosing Your identity to them. Your right to use Our Sites will cease immediately in the event of such a breach.

15. Acceptable Usage Policy

- 15.1 You may only use Our Sites in a lawful manner:
- a) You must ensure that You comply fully with any and all local, national, or international laws and regulations that apply;



- b) You must not use Our Sites in any way, or for any purpose, that is unlawful or fraudulent; and
 - c) You must not use Our Sites to knowingly send, upload, or in any other way transmit data that contains any form of virus or other malware or any other code designed to adversely affect computer hardware, software, or data of any kind.
 - d) You must not use Our Sites in any way, or for any purpose, that is intended to harm any person or persons in any way.
- 15.2 When submitting User Content (or communicating in any other way using Our Sites), You must not submit, communicate or otherwise do anything that:
- a) is sexually explicit;
 - b) is obscene, deliberately offensive, hateful or otherwise inflammatory;
 - c) promotes violence;
 - d) promotes or assists in any form of unlawful activity;
 - e) discriminates against, or is in any way defamatory of, any person, group or class of persons, race, gender, religion, nationality, disability, sexual orientation or age;
 - f) is intended or otherwise likely to threaten, harass, annoy, alarm, inconvenience, upset, or embarrass another person;
 - g) is calculated or is otherwise likely to deceive;
 - h) is intended or otherwise likely to infringe (or threaten to infringe) another person's right to privacy or otherwise uses their personal data in a way that You do not have a right to;
 - i) misleadingly impersonates any person or otherwise misrepresents Your identity or affiliation in a way that is calculated to deceive (obvious parodies are not included within this definition provided that they do not fall within any of the other provisions of this sub-Clause 12.2);
 - j) implies any form of affiliation with Us where none exists;
 - k) infringes, or assists in the infringement of, the intellectual property rights (including, but not limited to, copyright, patents, trademarks and database rights) of any other party; or
 - l) is in breach of any legal duty owed to a third party including, but not limited to, contractual duties and duties of confidence.
- 15.3 We reserve the right to suspend or terminate Your access to Our Sites if You materially breach the provisions of this Clause 12 or any of the other provisions of these Website Terms of Use. Specifically, We may take one or more of the following actions:
- a) suspend, whether temporarily or permanently, Your Account and/or Your right to access Our Sites;
 - b) remove any User Content submitted by You that violates Our Acceptable Usage Policy;
 - c) issue You with a written warning;
 - d) take legal proceedings against You for reimbursement of any and all relevant costs on an indemnity basis resulting from Your breach;



- e) take further legal action against You as appropriate;
- f) disclose such information to law enforcement authorities as required or as We deem reasonably necessary; and/or
- g) any other actions which We deem reasonably appropriate (and lawful).

15.4 We hereby exclude any and all liability arising out of any actions that We may take (including, but not limited to those set out above in Part 15.2) in response to breaches of these Website Terms of Use.

16. Privacy and Cookies

16.1 Use of Our Sites is also governed by Our Privacy and Cookie Policy, available from www.mastersaddlers.co.uk
This policy is incorporated into these Website Terms of Use by this reference.

16.2 If you use Our Sites and register with Us for an Online Account, You are responsible for maintaining the confidentiality of Your Account and password and for restricting access to Your computer to prevent unauthorised access to Your account. You agree to accept responsibility for all activities that occur under Your Account or password. You should take all necessary steps to ensure that the password is kept confidential and secure and should inform us immediately if You have any reason to believe that Your password has become known to anyone else, or if the password is being, or is likely to be, used in an unauthorised manner.

17. Communications from Us

- 17.1 If We have Your contact details (if, for example, You have an Account) We may from time to time send You important notices by email. Such notices may relate to matters including, but not limited to, service changes, changes to these Website Terms of Use, Our Terms and Conditions, and changes to Your Account.
- 17.2 We will not send You marketing emails without Your valid consent. If You do consent to marketing, You may opt out at any time. All marketing emails from Us include an unsubscribe link. If You opt out of emails from Us, it may take up to 7 days for Your request to take effect and You may continue to receive emails during that time.
- 17.3 For questions or complaints about communications from Us, please contact Us using the details above in Part 3.

18. Law and Jurisdiction

- 18.1 These Website Terms of Use, and the relationship between You and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with, the law of England and Wales.
- 18.2 Our Sites are directed to people residing in the United Kingdom. We do not represent that content available on or through Our Sites are appropriate for use or available in other locations.
- 18.3 If You are a consumer, You will benefit from any mandatory provisions of the law in Your country of residence. Nothing in Sub-Clause 18.1 takes away from or reduces Your legal rights as a consumer.



THE SOCIETY OF MASTER SADDLERS (U.K.) Ltd
Green Lane Farm, Green Lane, Stonham, Stowmarket, Suffolk, IP14 5DS



- 18.4 If You are a consumer, any dispute, controversy, proceedings, or claim between You and Us relating to these Website Terms of Use or to the relationship between You and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England and Wales.
- 18.5 If You are a business user, any dispute, controversy, proceedings, or claim between You and Us relating to these Website Terms of Use or to the relationship between You and Us (whether contractual or otherwise) shall be subject to the exclusive jurisdiction of the courts of England and Wales.