

Terms and Conditions of Website Use

The following sets out the terms and conditions of use of the Shetland Pony Stud-Book Society ("SPSBS") website being www.shetlandponystudbooksociety.co.uk (the "Website") (the "Terms and Conditions") These Terms and Conditions should be read in conjunction with our Privacy Policy which, together, govern your use of the Website.

Please read these Terms and Conditions carefully before using the Website.

By using and accessing, and continuing to use and access our Website, you agree to be bound by these Terms and Conditions, as amended from time to time.

SPSBS may at any time modify these Terms and Conditions and the use of this Website will be conditional upon you agreeing to the Terms and Conditions in force at the time. You should review these Terms and Conditions each time you access our Website.

If you do not agree to these Terms and Conditions, please refrain from using the Website.

Information About Us

This Website is owned and operated by SPSBS, registered in Scotland with company number SC135563 and registered as a charity in Scotland under number SC014784 and whose registered office is at 22 York Place, Perth, Perthshire, PH2 8EH.

Under the Horse Passport Regulations, SPSBS, as a Horse Passport Issuing Organisation, are obliged to provide certain data relating to Horse passports to the Central Equine Database, the Department for Environment, Food and Rural Affairs ("DEFRA"), local authorities and the Scottish Government Rural Directorate department for Animal Health and Welfare. This data may include 'personal data' for the purposes of the General Data Protection Regulation (GDPR (EU) 2016/679).

Accessing our Website

Access to the Website is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on our Website without notice. We will not be liable if for any reason our site is unavailable at any time for any period.

From time to time, we may restrict access to some parts of our site, or our entire site, to users who have registered with us.

If you choose, or you are provided with, a username, password or any other piece of information as part of our security procedures, you must treat such information as confidential and must not disclose it to any third party. SPSBS has the right to disable any username or password, whether chosen by you or allocated by us, at any time if, in our opinion, you have failed to comply with any of the provisions of

these Terms and Conditions. You accept that you are responsible for all uses of this Website made not only by you but by anyone using your login information.

Data Protection

While it is possible to use the Website without providing personal information (other than the personal information gathered in accordance with our [Privacy Policy](#)) you may not receive access to certain areas of the Website. [You will be notified if you are required to register in order to access certain areas of the Website.]

By providing personal information on any form you submit via our Website, you agree that all information provided is accurate and up to date (including but not limited to name, address, telephone number and email address).

You also grant SPSBS a non-exclusive, transferable, worldwide, royalty free right and license to reproduce, modify, adapt, edit, publish and display on the Website any information which you provide to us. Notwithstanding the foregoing, where the information provided to us is personal data, we will use such personal data in accordance with these Terms and Conditions and the [Privacy Policy](#).

Limitation of Liability

The information contained on this Website is not comprehensive and whilst we take all reasonable care to ensure that the information on this Website is accurate and up to date, the information has not been independently verified, and no representation or warranty, expressed or implied, is made as to its accuracy or completeness.

The Website, and its content, is provided on an "as seen" basis and SPSBS makes no representations or warranties of any kind, either express or implied, including, without limitation, warranties of merchantability or fitness for a particular purpose, and non-infringement. Although SPSBS believes the content to be accurate, complete and current, SPSBS does not represent or warrant that the information accessible on this Website is accurate, complete or current.

To the extent permitted by law, in no event will SPSBS, nor any of its subsidiaries or officers, or any other person, accept any liability for any loss howsoever caused arising directly or indirectly from the use or inability to use this Website or the information thereon (including without limitation loss of business, opportunity, data or profits) even if SPSBS has been advised of such damages and any such liability is hereby excluded.

SPSBS makes no commitment and disclaims any duty to update or correct or to provide notice as to any error or omission in any report or other information contained on the Website. SPSBS reserves the right to add, modify or delete information on this Website at any time.

We make every effort to ensure that this Website is free from viruses or defects. However, we cannot guarantee that your use of this Website or any websites

accessible through it will not cause damage to your computer. It is your responsibility to ensure that the right equipment is available to use the Website and screen out anything that may damage it. SPSBS shall not be liable to any person for any loss or damage which may arise to computer equipment as a result of using this Website. If your use of material on the Website results in the need for servicing, repair or correction of equipment, software or data, you are responsible for all costs thereof.

No part of these Terms and Conditions shall be read so as to exclude or limit the liability of SPSBS for death or personal injury as a result of the use of this Website through the negligence of SPSBS or that of its employees or agents.

You agree to indemnify and hold SPSBS harmless against all liabilities, costs and expenses (including reasonable legal fees) incurred by SPSBS that arise out of any breach of these Terms and Conditions by you.

Links to other websites

This Website may include links to third party websites. Such a link does not imply that we have reviewed or endorse these third party websites or any content contained therein, and are not responsible for the information, material, products or services contained or accessible through those websites. Your access and use of such websites remains solely your responsibility and at your own risk.

You may only link to this Website with our express written permission. Where permission is given you must include and maintain either a link back to the original content as it appears on our Website or where this is not technically possible directions to the SPSBS Website address from which the user can access the relevant content.

We expressly reserve the right to withdraw our consent at any time to any link which in our sole opinion is inappropriate.

No Agency, Partnership

No agency, partnership, joint venture, employer-employee or franchisor-franchisee relationship with SPSBS is intended or created by these Terms and Conditions.

Change or Suspension of Site

SPSBS reserves the right at any time to modify or discontinue, temporarily or permanently, the Website or any part of the Website with or without notice. You agree that we shall not be liable to you or any third party for any modification, suspension or discontinuance of the Website or any services under these Terms and Conditions for any reason.

In an effort to provide our Users with the most current information, SPSBS will, from time to time, make changes in the contents and in the services described on the Website.

Investigations

We may investigate complaints and violations of these Terms and Conditions. You agree to fully cooperate with such investigations.

Your Concerns

If you have any concerns about the material which appears on the Website, please contact enquiries@shetlandponystudbooksociety.co.uk.

Thank you for visiting our Website.