

Equine Affairs Ltd and Affairs Group - The Company

The name of our company is [Equine Affairs Ltd]. Our address is [13 Orchard Close, Upper Gravenhurst, Bedfordshire, MK454JF]. You can contact us by calling the office on 08712303649 or email support@affairsgroup.co.uk.

Website Services, Design and Delivery.

For website design and production, the Client will be provided with an original proposal which will then be used for the basis of the Scoping Day. All clients must agree to a Scoping Day or Scoping time before a web build is agreed and signed off. It is the Scoping Day that will determine the design and content of the website for the client, the Proposal shows our intent and the Scoping Day provides the final estimate and draft design work. Once the website is signed off by the client it will be deemed as providing the services in full that were required from The Company.

All our websites are hand built by developers, no templates are used and no automated software. There are best practice design elements (the way footer, menu or specific images are created and used) that make your website successful and suitable for your target market. The Company gives a license for these elements to be used without charge as part of providing our website design services. However, these elements remain assigned to The Company and the property of The Company as these elements are part of our ability to roll out best practice for each of our clients. We reserve the right to use these elements as and when we see fit to provide the best website design and production for the client.

Assignment of the website design or any part of the website designed and produced by us will not pass to the Client unless specifically requested in a written assignment from us.

Software Provision

www.myshowsecretary.co.uk and www.myridinglife.com and www.equineaffairs.com and Online Entries Software from Equine Affairs and Affairs Group. By using any of our software above the client will be bound by the terms of this agreement.

For licensed software www.myshowsecretary.co.uk and www.myridinglife.com and www.equineaffairs.com and Online Entries Software the client has been provided with an unlimited login to the systems to try and test and confirm they are compatible with their requirements and systems.

The Software, all images, photographs, icons, and text incorporated in the Software, is owned by Company or its suppliers and is protected by United Kingdom copyright laws and international treaty provisions. Except to the extent expressly licensed herein, all rights are reserved to Company and its suppliers. You may not reverse engineer, decompile or disassemble the Software except as set forth herein.

IMPORTANT: USE OF THE SOFTWARE IS SUBJECT TO THE TERMS SET OUT BELOW AND THE SIGNING OF A SUITABLE SOFTWARE LICENSE. USING THE SOFTWARE INDICATES YOUR ACCEPTANCE OF THESE TERMS. IF YOU DO NOT ACCEPT THESE TERMS YOU ARE NOT AUTHORISED TO USE THIS SOFTWARE.

Terms of Agreement

- The company will provide the system to the client. Giving access to the web service for an agreed period.
- Support – incl. direct telephone and email support on all aspects of the system including use, maintenance and best practice. We also provide remote access to any pc that has web access with our free to use remote control software allowing us to fix or demonstrate to you live.
- Support is guaranteed within 48 hours from the time of notification from the client in need of assistance.

- The company is responsible for the system and all functionality and code within. The company does not accept responsibility for the data held and entered into the system by the client.
- The company is not responsible for any corruption of information during use.
- It is the responsibility of the client to make all efforts to make regular backups of their system and its contents for administration and data recovery purposes.
- The client is responsible for their own data backups and archives. Although the company does advise on such matters we cannot control the implementation of such systems for the client. This does not apply if we have agreed to provide backup services via the website services offered.
- The company is not liable for any loss of earnings by the client through the use of the system.
- Neither the company nor its suppliers shall be liable for any incidental, special or consequential damages whatsoever (including loss of business information, or any other pecuniary loss) arising out of or relating to the use or inability to use this software, even if the client has been advised of such damages.
- Because some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to the client. Furthermore the company's liability for direct damages shall not exceed (the licence fee paid per annum for annual payment plans or one month's licence fee for monthly payment plans) if any, paid by you directly to the company.
- The company is not responsible for the performance or functionality or running of the client's computer systems or networks.
- The client agrees that they have satisfied themselves through use of the software demo that it will meet their needs and is fit for their purpose.
- The agreement between the client and the company is for the use of the system only, with all files making up the system remaining the strict property of the company and cannot be edited, sold, duplicated or distributed for any purpose whatsoever. The system is non-transferable to any other venue/ centre, business or individual.
- All fees must be paid on time to provide continued use of the system.
- Continued failed payments may render the system permanently unavailable to the client at which point the client has 30 days to resolve the issues and payments. Failure to complete payments in this period could see the data being permanently deleted and the company cancelling the agreement. A written advice will be given prior to data being permanently deleted.
- The company will provide updates as they become available but cannot guarantee a timeframe for such updates or installation.
- The company reserves the right to restrict access to the service due to failed payments or improper use of the system at any time.
- Although we make every effort to ensure all the dates and details are correct, the client is responsible for the accuracy of the information within the systems used, no liability is accepted for any issues arising out of inaccurate data as last minute or administrative mistakes are often passed through to us.

Data

- If a licence expires or the system locks your data is held securely in the system and will not be deleted, but we do not guarantee to hold this data for over 2 months from the expiration of the contract. The client can and must make their own backups of the database pre the expiration date of the contract.
- Data is held in a format compatible with the system and may not be suitable for other systems or programs. The format used is CSV so is compatible with spreadsheets and MS products.
- The company will support the client in extracting data if the client chooses to cancel the agreement within 30 days from the date of cancellation.
- The company is not responsible or liable for the data extraction process or the results from it.
- The client can request the data from the company up to 30 days after the client has cancelled their contract with the company. After this period the company will make a nominal administration charge for support in extracting data.
- All requests to cancel or terminate a contract must be received by email or in writing.