



The Hendricks Club

## Terms & Conditions

**YOU SHOULD PRINT A COPY OF THESE TERMS OR SAVE THEM TO YOUR COMPUTER FOR FUTURE REFERENCE.**

### **DEFINITIONS**

The following words shall have the meanings set out below:

#### **“business”**

the business of forming, marketing and managing an annual horse club (i.e. The Hendricks Club) as carried on by the company under the trading names “Hollie Swain Eventing”.

#### **“company”**

Hollie Swain Eventing (a private company limited by shares incorporated in England and Wales with company number).

#### **“horse” or “event horse”**

The horse named in the Hendricks Club for the purpose of forming a members club experience syndicate.

#### **“Intellectual Property”**

all industrial and intellectual property rights now or subsequently owned by or licensed to the company (including without limitation) domain names, patents, trade marks and service marks (whether registered or unregistered), registered designs, unregistered designs and copyrights (and any applications for any of the same) which are used in connection with the business and all confidential information owned and used.

#### **“Members”**

all such persons in the Club Membership Experience who purchase the membership experience for the specified term as outlined in the Receipt of Purchase. The term "Member" shall relate to one person in such a membership syndicate. For the avoidance of doubt, Club Membership does not entitle the member to any share/ownership of the horse named in the Club Membership. Ownership of horse is as determined by Hollie Swain Eventing in its absolute discretion.

### **"Syndicate"**

The Club Membership Experience syndicate is formed, marketed or managed by Hollie Swain Eventing for the sole purpose of that business.

### **Club Membership Experience Terms & Conditions**

1. Persons purchasing an 'experience' membership, which is a package offered by Hollie Swain Eventing ("the Company") in relation to horses which are retained in private ownership.
2. Persons buying an 'experience' membership, whether for themselves or as a gift, will share in the experience of a horse's life for a specified period during year of purchase, and therefore, references to a 'syndicate' in the Terms and Conditions where an 'experience' membership is concerned shall be interpreted as references to a group of persons which the company, in its absolute discretion, deems large enough to make the running of such 'experience' membership viable for the company.
3. A club membership syndicate formed for the purpose of providing an 'experience' membership will be renewed at the company's absolute discretion.
4. The sums paid to the Company by persons buying an 'experience' membership are not for the purpose of making a contribution to the costs of the horse. The membership package is purely to share in the experience of the horse's life for a year, as detailed more particularly on the company's website under The Hendricks Club Membership Offer.
5. Persons buying an 'experience' membership will not have any entitlement to prize money.
6. In the event of injury to either of the horse or rider, during the term of the Club Membership Experience, resulting in the Club horse not being able to train nor compete the basis of a refund (if any) will be at the sole discretion of Hollie Swain Eventing.

7. Members are not permitted to gather at the rider's lorry, even if they are in possession of an owner's badge, but whenever possible a meeting point will be arranged by a company representative for attending Members to meet with the rider.

8. Stable visits /yard visits are organised from time to time and will be published in advance in the newsletter and on the company's website ('Events' page). A Member can bring one guest (more at some visits) but there is an entrance charge for each guest. Some stable visits are not entirely suitable for disabled visitors and therefore accessibility needs to be checked prior to booking.

9. The company may from time to time take photographs or video footage at competitions or at a stable event. By attending such an event, Members accept that such photography may take place and that it may be used by the company in the public domain with no payment made to any participant. Members not wishing to appear, need to position themselves behind the camera but there are still no guarantees of exclusion. Members also need to be aware that various television companies will show live or recorded scenes at the events.

10. Where a horse is withdrawn from an event, the company will endeavour to relay this information to the Club Members as soon as possible, but there could be occasions where we are unable to do this. All decisions relating to participation entries are made by the rider, meaning a horse becoming withdrawn is beyond the control of the company. Therefore, the company cannot accept any responsibility or liability in relation to a horse not participating.