

DISCLAIMER OF LIABILITY AND AGREEMENT FOR THE USE OF THE FACILITIES AT LMEQ, REIGATE (THE "PREMISES")

1. Save for death or personal injury caused by negligence, neither LMEQ Ltd, Matthew Tarrant, Kate Tarrant, Kate Tarrant Eventing Ltd or Kate Lukas Eventing Ltd nor its owners or employees (the "Hirers") accept any liability for any accident, loss, damage, injury or illness to riders, horses, owners, spectators, property, vehicles and their contents and accessories or any other person or property whatsoever, whether caused by their negligence, breach of contract or in any other way whatsoever during their attendance at the Premises in connection with the usage of any of the equestrian facilities (comprising the dressage school, the outdoor school, the gallop and cross country course, lunge pen, horsewalker, grass arenas and spa (the "Facilities")).
2. Riding, working with horses and handling horses can be dangerous and horses may be unpredictable. Persons on the Premises or using the Facilities do so at their own risk and the Hirers will not be held responsible for any accident, injury or loss.
3. The "Rider(s)" is/are the person(s) using the Facilities who are responsible for any trainer, spectator, groom, assistant or observer in attendance at the Premises with the Rider. All Riders must wear a riding hat conforming to the current BHS, British Eventing, British Showjumping or Pony Club standard at all times whilst mounted. Suitable footwear must be worn whilst mounted. A body protector conforming to the current BHS or British Eventing standard must be worn at all times when a rider is using the cross-country course or jumping any Cross Country obstacle anywhere on the Premises, including for the avoidance of doubt in any arena. It is highly recommended that any person under the age of 16 does wear a hat conforming to recognised standards when handling horses. It is strongly recommended for adults to wear a hat conforming to recognised standards when handling horses.
4. All Riders must be accompanied by another responsible person (who may be mounted or unmounted) who must have access to a mobile telephone in order to summon assistance in the event of an emergency. Telephone numbers and grid references are printed on the Facility sign at the Facilities entrance.
5. All Riders under the age of 18 years must be accompanied by a responsible adult and must be kept under control at all times.
6. Riders and their trainers, spectators and helpers must not cause a nuisance or disturbance to any other person using the Facilities or otherwise at the Premises.
7. The Hirers are not responsible for ground conditions or damage caused to the ground and/or cross-country fences/structures forming the Facilities caused by other users and animals. The Hirers are not responsible for other persons/animals using the Facilities lawfully and/or for any person unlawfully using the Facilities or trespassing onto the Facilities.
8. The Premises is a working farm with heavy machinery operating over it. Riders are advised to wear high visibility clothing so as to be identifiable to the operator of the machinery and to take measures to avoid such machinery.
9. Trainers, coaches, teachers or any person responsible for a Rider must hold public liability insurance for no less than £5,000,000 (five million pounds) and any person bringing a groom, Rider or paid assistance onto the Premises must hold appropriate employers liability insurance.
10. Dogs are not permitted onto the Premises without the prior permission of the Hirers. Any dogs on the Premises must be kept off the arenas, gallops, lunge pen and cross-country course. Permitted dogs must be kept on a short lead at all times and are the responsibility of their owner/handler. All dog foul must be cleared up. The Hirers cannot be held responsible for any accident caused by or to any dog whilst on Premises.
11. Riders are required to remove all droppings left by their horse(s) and return any show jumps (including fillers and poles) and other items moved from their original position on any Facility to their original position.
12. Riders using the Cross Country course or any other Facility where Cross Country jumps are present must not jump any jump marked with 'crossed flags' as this indicates that the jump should not be used under any circumstances.
13. Riders and their trainers, spectators and helpers must not take any glass or breakable objects onto any of the Facilities. All and any items taken onto the Facilities must be removed the end of the relevant session.
14. The Hirers reserve the right to cancel any reservation without notice. The Hirers reserve the right to refuse any admission. The Hirer cannot be held responsible for any consequential loss or liability howsoever caused.
15. By riding at the Premises the Rider accepts that they/their trainer or responsible adult has surveyed the Facilities (and any obstacles such as show jumps or cross-country jumps) and the ground conditions and understand that they/their trainer are responsible for assessing the suitability of the ground conditions and/or suitability, construction and maintenance of the jumps/obstacles/fences.
16. The Hirers reserve the right to request that Riders/trainers/owners or any other person using the Facilities do leave in circumstances where in the opinion of the Hirers and/or its management, a person is creating a dangerous situation, riding in a dangerous manner and/or where a person is mistreating a horse or acting irresponsibly. Where a person is asked to leave they must refrain from jumping any further jumps and immediately return to their mode of transport and remove the horse and themselves from the Premises.
17. The Hirers require that the owner/keeper/rider of any horse using the Facilities insure that horse in respect of third party liability and recommend injury, veterinary fees and death cover. It is also recommended that all Riders hold personal accident insurance.
18. Smoking is not permitted on the Premises. Please take litter home with you and clear all droppings/hay from the lorry park.
19. Riders are required to close the gates of all Facilities whether entering or exiting the Facilities and to obey all other signage.
20. The Hirer is not responsible for the provision of First Aid personnel or equipment on the Premises or the Facilities at any time and can not be held liable to provide First Aid. The Rider (or any group organiser, trainer or responsible adult) agrees to ensure their own provision for First Aid.
21. All users of the Facilities or visitors to the Premises must read, understand and abide by The Hirers Health & Safety Statement.
22. In the event that Riders (or any other user or visitor) to the Premises do need to cross the gallops they should only do so at the designated place and then ensure that they do not enter the gallops to cross whilst they are in use. Horses using the gallops travel at speed and have right of way over those crossing the gallops. Riders using the gallops must only do 'fast work' in the designated direction. Users crossing the gallops must check both directions before crossing.
23. All breakages must be notified to the Hirers promptly and paid for in full by the Rider or their responsible adult.
24. The Hirer(s) reserves the right to take both still photographic and moving video images of the Premises, the Facilities and Rider(s) at any time. By using the Facilities the Rider(s) and any connections agree to release all image rights in those still and video images and agree that the Hirer can use such images for any promotion of the Hirer's operations or any other purpose the Hirer may at their absolute discretion deem appropriate without consultation or payment to any other person.
25. Rider's and their connections agree and consent that the Hirer(s) may use any still photographic and moving video images of the Facilities and Rider(s) that are posted on any other website, blog, print media or social media site at any time for any purpose. By uploading or posting any still or moving video images of the Premises or the Facilities the Rider(s), photographer and their connections agree to release all image rights and agree that the Hirer can use such images for any promotion of the Hirer's operations or any other purpose the Hirer may at their absolute discretion deem appropriate without consultation or payment to any other person.
26. All Riders and trainers, and any person accompanying them, must comply with the Hirers' application of current UK Government guidance regarding their use of the Facilities and applicable COVID-19 restrictions, as amended from time to time, which will be notified to them on booking by a representative of the Hirers (including regular sanitisation, ensuring that no one within their group has any COVID-19 symptoms, and maintaining social distancing at all times while at the Premises).

IN THE EVENT OF EMERGENCY PLEASE CONTACT US ON 07771600033 ~ IN EVENT OF MEDICAL EMERGENCY PLEASE CALL 999

Definitions:

"The Hirers" are LMEQ Ltd, its subsidiaries, directors, employees, tenants and contractors and Matthew Tarrant, Kate Tarrant, Kate Tarrant Eventing Ltd and Kate Lukas Eventing Ltd.

"The Premises" is the land on which LMEQ Ltd and The Hirers operate.

"The Facility/Facilities" is the cross-country course and gallops, the lunge pen, horse walker, dressage arena, grass arenas, show jumping arena, the equine spa and any other part of the premises operated by LMEQ Ltd and/or Kate Tarrant and/or Matthew Tarrant and/or Kate Lukas Eventing and/or Kate Tarrant Eventing Ltd and/or the land owner(s).

The "Rider(s)" is/are the person(s) using the Facilities who are responsible for any trainer, spectator, groom, assistant, observer or animal in attendance at the Premises with the Rider.

DATA PROTECTION ACT NOTICE

Definitions:

Under the definitions in the General Data Protection Regulation ((EU) 2016/679) ("GDPR"), [NAME] (the "Company") is the Data Controller.

1. Information We May Collect From You

We may collect and process the following data about you:

- Information that you provide by filling in forms or providing information online to register an interest or to request further information;
- If you contact us by telephone, email, web form or letter, information that forms a record of that correspondence and your contact details;
- If you visit the Premises in person, information and CCTV images we collect for health and safety and security purposes;
- Information you provide by responding to questionnaires, surveys and competitions and attending events.

If you visit our website, further information may be collected – please refer to the Privacy Policy available on the website.

We treat all such data as Personal Data for the purposes of GDPR.

2. Where We Store Your Personal Data

The data we collect is stored on information technology systems owned and run by or on behalf of the Company or on systems run by those businesses processing it on our behalf. All information you provide to us is stored on secure servers. Unfortunately, the transmission of information via the internet is not completely secure and although we will do our best to protect your personal data, we cannot guarantee the security of your data transmitted over the Internet to our site; any transmission is at your own risk. Once we have received your information, we will use all necessary procedures and security measures to try to prevent unauthorised access, loss, disclosure or amendment.

3. How Your Personal Data Will Be Processed

We use information about you in the following ways:

- To provide you with information on offers and events provided by us that you request or which we feel may interest you where you have consented to be contacted for such purposes;
- To notify you about changes to our service;
- To carry out obligations arising from contracts, leases or agreements entered into between you and the Company;
- To perform surveys and analysis with the aim of improving the services we provide;
- To ensure that your visit to our Premises is safe and secure.
- We may give your personal data to third parties where:
 - o It is necessary for them to provide you with services on our behalf;
 - o They provide profiling of our customer base so we can understand our customers better;
 - o We are under a duty to disclose or share your personal data in order to comply with any legal obligation or in order to enforce agreements or contracts or to protect our rights, our property, or the safety of our customers or others. This includes exchanging information with other companies and organisations for the purposes of fraud prevention and credit risk reduction.
- We will not share your personal data with a third party for the purposes of direct marketing.

4. Your Rights

• You have the right of access to your information.

This includes a description of the data being processed, the purposes of processing and any recipients to whom the data is disclosed. To exercise this right, you must make a Subject Access Request in writing to the Data Protection Officer at the Company, stating the information you require. We do not charge a fee. We may contact you to verify your identity or to clarify the precise information you require before processing your request, and will answer your request within one month.

• You have the right to ask us not to process your personal data for direct marketing purposes.

You will be given an opportunity to opt in to processing for direct marketing purposes when you first engage with us. However, you can withdraw your consent to receive marketing material at any time by contacting us on the address above.

• You have the right to rectify your personal data at any time.

• You have the right to have your personal data erased under certain conditions.

• You have a right to restrict or object to some forms of data processing.

• You have the right to prevent any unwarranted processing likely to cause damage or distress.

If you feel that a situation has arisen or may arise and you wish to learn more about these rights or to exercise those rights, please contact us on the address above. Please note that this will not include processing where it is necessary to fulfil a contract or where a legal obligation for us to process the information exists.

• Transfer of Personal Data Outside the European Economic Area.

We will not transfer your personal data out of the European Economic Area.

I have read, understood and accept the above terms and conditions of using the Facilities and confirm that I use the Facilities at the Premises entirely at my own risk.

Rider name:

Rider signature:

Membership Number.....Dated:

Rider's contact telephone number:.....

Rider's contact email address:.....

Responsible adult name:.....(if applicable)

Responsible adult signature:.....(if applicable)

NB: Any accompanying instructor, trainer, parent, guardian, groom or helper should complete the 'responsible adult' section

Person to contact in event of emergency:

Name:Telephone:.....

Tick box to agree that this disclaimer is valid for all future visits and consenting to your email address being added to our database.

This agreement must be read, understood, completed and returned prior to mounting or teaching at LMEQ. Any person found mounted, or in any way on the facility, who has not completed a valid disclaimer shall be on the premises unlawfully and be asked to leave immediately.