Terms and Conditions

This website is owned and operated by Exquisite Equine. As a user of this site, you acknowledge that use of this website and any transactions made are subject to our terms and conditions.

1. About these Terms and Conditions

- 1.1 The use of the terms "I", "we" "us", "our" and "Exquisite Equine" mean Exquisite Equine. "You" means you as a user of this website and a customer of Exquisite Equine.
- 1.2 These terms and conditions constitute the contract between us and you for the use of this website and the supply of goods and services. No other terms or conditions shall apply unless we agree to vary it in writing.

2. General

- 2.1 We hold the right to change or amend these terms and conditions at any point. It is strongly recommended that you read them every time you use this website.
- 2.2 When visiting this website, you confirm that you have the authority to bind yourself and any business that you may represent to these terms and conditions.
- 2.3 You should always use an approved login name and a password where applicable.
- 2.4 You are responsible for the safety of your login credentials (i.e. your personal details and password) and you are strongly encouraged not to share these details with anyone.
- 2.5 You accept responsibility for all activities that occur under your account and password details. If you are concerned about the security of your account at any time you must inform us immediately
- 2.6 Unless otherwise stated all notices from you must be in writing to our contact address (Valencia, La Colline des bas Courtils, St Saviour, Guernsey, GY7 9YQ)

3. Orders and Delivery

- 3.1 Once you have placed an order on this website you will be sent an email acknowledging your order to the email address you provided. This email details all products you have ordered but this email does not constitute an order confirmation nor order acceptance.
- 3.2 Your order will only have been accepted once we dispatch the products you have ordered to you.
- 3.3 We will make reasonable efforts to deliver goods within any timescale estimated on this website. Delays are occasionally inevitable and out of our control. We shall not be liable for any delay or failure to deliver products within the estimated timescale.
- 3.3 We will deliver the products you ordered to the address shown on your order details, however, we do hold the right to cancel your order if we are unable to deliver to the address given.
- 3.4 Title of the goods will pass to you once the goods have been delivered to the address stated on your order details.

3.5 You may list a "safe place" when placing your order and the products will be delivered to the "Safe Place". Photographic evidence of the products in the Safe Place will be provided via email to you.

4. Payment

- 4.1 Your products will only be delivered once we have received full payment and accurate information for delivery has been received.
- 4.2 If you purchase an item that is listed in stock but is subsequently found to be out of stock you will be contacted as soon as reasonably practical by email. You will be given the option to cancel your order or wait until the item returns to stock at which point it will be dispatched to you.

5. Returns Policy

- 5.1 Most of our products hold a 12 month guarantee from data of purchase. We reserve the right, where necessary, to return products to the manufacturer for their assessment. Please allow 30 days for an exchange or refund in these circumstances.
- 5.2 We are unable to handle and inspect returned items unless they are clean and dry due to Health and Safety regulations.
- 5.3 Under the Distance Selling Regulations you have the legal right to cancel an order within seven days of receipt of your goods (apart from made to order items). You do not need to give any reason for cancellation, nor will you incur a penalty. You must notify us in writing of your intention to cancel the contract. This does not apply to goods or services worth *f*.42 or less.
- 5.4 You cannot return any goods once you have removed any sealed packaging on a product. Nonreturnable goods include special order items.
- 5.5 If you received the goods before you cancelled your contract with us then you must arrange to return the goods to us at your own cost as soon as possible.
- 5.6 Once you have notified us that you are cancelling your contract, any sum debited by us from your credit or debit card will be re-credited to your account PROVIDED THAT the goods in question are returned by you and received by us in the condition they were in when delivered to you. If you do not return the goods delivered to you, we will be entitled to deduct the direct costs of recovering the goods from the amount to be re-credited to you. On receipt of the goods and after inspection we will credit you the amount you paid for the goods.

6. Ownership of rights

- 6.1 You acknowledge that all copyright, trademarks, content, material, and data made available to you as part of your use of this website is owned by us or our licensors. You may only use this material with express permission from an authorised member of our staff or our licensors. You agree not to copy, plagiarise, use illegally, reproduce, lift, publish, exploit, display, or distribute the content on this website. Any other
- 6.2 All rights, including copyright, in this website are owned by or licensed Exquisite Equine. Any use of this website or its contents, including copying or storing it in whole or part, other than for your own personal use, is prohibited without our permission. You may not modify, distribute or repost anything on this website for any purpose.

6.4 You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

7. Privacy Policy and Third-party rights

- 7.1 You acknowledge and agree to be bound by the terms of our privacy policy.
- 7.2 Nothing in this Agreement is intended to, nor shall it confer any rights on a third party.

8. Law, Jurisdiction and language

- 8.1 This website, any content contained therein and any contract brought into being as a result of usage of this website are governed by and construed in accordance with Guernsey law. Parties to any such contract agree to submit to the exclusive jurisdiction of the court of Guernsey.
- 8.2 All contracts are concluded in English