# General Information

Please read these terms and conditions carefully before ordering any Products from our site. You should print a copy of these terms and conditions for your own reference. Bare in mind we may update the terms and conditions from time to time and check the page regularly for updates.

By using our services you are agreeing to all Terms and conditions, our Privacy Policy and Refunds Policy which may be updated by us from time to time. If you do not accept these terms and conditions, do not use our Website.

## 1.Our Information

1.1. Arion Equestrian is a site operated by Arion Equestrian Ltd. We are registered in the United Kingdom under company number 08568294 and with our registered office at 19 Nightingale Close, Hartlepool, TS26 0HL. Our email address is: arionequestrian@outlook.com

1.2 We reserve the right to withdraw or amend our website without notice. We will not be liable if for any reason this website is unavailable at any time or for any period. From time to time, we may restrict access to some parts or this entire website.

1.3 Our website may contain links to external websites, which are not operated or controlled by Arion Equestrian and we therefore do not accept responsibility for use of them.

## 2. Our Service

2.1. We accept orders from individuals in the UK and internationally through our website.

## 3. Restrictions

3.1 You will not misuse the website, this includes: committing a criminal offence, transmitting or distributing a virus or any material which is technologically harmful, in breach of confidence or in any way offensive or obscene; hack into any aspect of the Service; corrupt data; cause annoyance to other users; infringe upon the rights of any other person's proprietary rights; send any unsolicited advertising or promotional material, commonly referred to as "spam"; or attempt to affect the performance or functionality of any computer facilities of or accessed through this Website.

Breaching this restriction is a criminal offence under the Computer Misuse Act 1990.

In the event that a breach occurs we will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of this website or to your downloading of any material posted on it, or on any website linked to it.

## 4. Your Status

By placing an order through our site, you warrant that you are legally capable of entering into binding contracts; and, you are resident in one of the Serviced Countries. You undertake that all details you provide to us are true and accurate, that you are an authorised user of the credit or debit card used to place your order and that there are sufficient funds to cover the cost of the goods. It is your responsibility to inform us of any changes to these details as soon as possible. All prices advertised are subject to such changes.

## 5. Terms of Sale

5.1. After placing an order, you will receive an acknowledgement e-mail confirming that we have received your order. Please note this does not mean that your order has been accepted. All orders are subject to availability and acceptance by us and we retain the right to refuse any request made by you. A contract between us will not be formed until we send you confirmation by e-mail that the goods which you ordered have been dispatched to you. Only those goods listed in the confirmation e-mail sent at the time of dispatch will be included in the contract formed. We will not be obliged to supply any other Products which may have been part of your order until the dispatch of such Products has been confirmed in a separate Dispatch Confirmation.

5.2. Upon receiving your order we carry out a standard pre-authorisation check on your payment card to ensure there are sufficient funds to fulfil the transaction we will not process your order until payment has been received in full.

5.3. Dispatch times may vary according to availability and any guarantees or representations made as to delivery times are limited to mainland UK and subject to any delays resulting from postal delays or for uncontrollable forces which we will not be responsible.

5.4. Whilst we try and ensure that all details, descriptions and prices which appear on this website are accurate, errors may occur. If we discover an error in the price of any goods which you have ordered we will inform you of this as soon as possible and give you the option of reconfirming your order at the correct price or cancelling it. If we are unable to contact you we will treat the order as cancelled. If you cancel and you have already paid for the goods, you will receive a full refund. We are under no obligation to provide the Product to you at the incorrect (lower) price, even after we have sent you a Dispatch Confirmation. All prices are inclusive of VAT. Delivery costs will be charged in addition; such additional charges are clearly displayed where applicable and included in the 'Total Cost'.

5.5. Payment for all Products must be by Paypal, credit or debit card. We accept payment with VISA, VISA DEBIT, MASTERCARD, SOLO, MAESTRO, ELECTRON and LASER CARD.

5.6. The cost of foreign products and services may fluctuate. All prices advertised are subject to such changes.

5.7. Discount codes may from time to time be offered to account holders; such codes may only be applied to purchases made through the account in respect of which the discount code was offered and registered.
Promotional discount codes - We may from time to time offer promotional discount codes which may apply in respect of any, or certain specified, purchases made though this Website.
The conditions of use relating to any discount code will be specified at the time of issue. All discount codes apply to full price items only.

5.8. Only one promotion code can be used per order.

5.9. Once we receive confirmation your order has arrived at your address we accept no liability for any loss or damage to your order. Any claims for this should be made to our Delivery Service (Royal Mail). We do not refund for orders that have been proven through our delivery service to have arrived at your address.

## 6. Consumer rights

## 6.1. If you are contracting as a consumer, you may cancel a Contract at any time within seven days, beginning on the day after you received the Products. In this case, you will receive a full refund of the price paid for the Products in accordance with our [Returns Policy](http://www.boohoo.com/restofworld/terms%2Bconditions/terms-and-conditions/page/terms/page/returnspolicy).

6.2. We operate in line with the Consumer Rights Act 2015 as such any faulty goods must be returned to us within 30 days of our dispatch date to ensure a full refund. After this period we reserve the right to offer a partial refund or exchange depending on the case and time scale of the return. If the return is made after 6 months and we have received no evidence of a fault within the first 30 days after the purchase the refund request will be denied. All refunds are subject to a satisfactory investigation by our fault finding team.

## 7. Availability and delivery

Your order will be fulfilled by the delivery date set out in the Dispatch Confirmation or, if no delivery date is specified, then within 7 days of the date of the Dispatch Confirmation, unless there are exceptional circumstances or you have ordered a pre-order product.

## 8. Disclaimer of liability

8.1. If we do not ship the order or if the products we deliver are not what you ordered or are damaged or defective or the delivery is of an incorrect quantity, our only obligation will be, at our option to:

8.1.1. make good of any shortage or non-delivery or incorrect delivery; or

8.1.2. replace or repair any Products that are damaged or defective; or

8.1.3. refund to you the amount paid by you for the Products in question.

8.2. We shall have no liability to you for any consequential, special or indirect losses including without limit loss of revenues, profits, contracts, business or anticipated savings damage to or loss of goodwill, reputation or data.

8.3. Without prejudice to the foregoing, our total aggregate liability to you under and/or arising in relation to this contract shall not exceed the amount paid by you for the Products.

8.4. Nothing in this contract shall exclude or limit your statutory rights.

## 9. Intellectual Property Rights

9.1 All Intellectual Property Rights in connection with the Products shall be owned by us and are protected by copyright laws and treaties.

## 10. Indemnity

You agree to indemnify, defend and hold harmless Arion Equestrian, its directors, officers, employees, consultants, agents, and affiliates, from any and all third party claims, liability, damages and/or costs (including, but not limited to, legal fees) arising from, without limitation, your breach of these terms and conditions, your infringement of any intellectual property right or any other right of any person or entity, or your breach of any duty of confidence or privacy, or any defamatory statements made by you in any form.

## 11. Import Duty

11.1. If you order Products from our site for delivery outside the UK, they may be subject to import duties and taxes which are levied when the delivery reaches the specified destination. You will be responsible for payment of any such import duties and taxes. You must comply with all applicable laws and regulations of the country for which the products are destined. We will not be liable for any breach by you of any such laws.

## 12. Notices

All notices given by you to us must be given to us in writing at 19 Nightingale Close, Hartlepool, TS26 0HL or via email at arionequestrian@outlook.com. We may give notice to you at either the e-mail or postal address you provide to us when placing an order. Notice will be deemed received and properly served immediately when posted on our website, 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

## 13. Waiver

13.1. If you breach these conditions and we take no action, we will still be entitled to use our rights and remedies in any other situation where you breach these conditions.

13.2. No waiver by us of any of these terms and conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing.

## 14. Law and jurisdiction

These terms and conditions are to be construed in accordance with the laws of England and Wales and irrespective of your place of domicile, in the event of any dispute associated with these terms and conditions, that dispute shall be subject to the exclusive jurisdiction of the English Courts.

## 15. Complaints

If you have any complaints these should be addressed in writing to Arion Equestrian, 19 Nightingale Close, Hartlepool, TS26 0HL or arionequestrian@outlook.com.