

Terms and Conditions

Welcome www.jarrahdaleequestrian.com.au (our Site).

This site gives you an opportunity to browse and purchase products and services offered by The Jarrahdale Group Pty Ltd (ACN 651452461 and ABN 18 651 452 461) at Galvin investment holdings (ABN 88 136 678 329) t/as Salli Galvin®, (Salli Gavin®, we, us).

These Terms and Conditions (Terms) govern your use of this Site, as well as Salli Galvin®'s products and services, and form a binding contractual agreement between you and us. These Terms are important and you should ensure that you read them carefully and contact Salli Galvin® at info@jarrahdaleequestrian.com.au if you have any questions before purchasing our products or engaging our services.

These Terms constitute the entire and only agreement between you and us and supersedes all prior agreements, conduct, representations and understandings.

Salli Galvin®'s products and services are intended for, depending on the product or service certain ages and/or riding abilities.

ACCEPTANCE OF TERMS

By accessing, downloading or using the products and services offered on our Site, whether or not you register as a member, or purchasing tickets to attend any Salli Gavin® Events or products, you agree to be bound by these Terms, which you acknowledge that you have read and understood.

We may change all or part of these Terms at any time. If we do, the new terms and conditions will be posted on this Site. Your continued use of the Site will constitute your acceptance of any changes. If you object to any changes to the Terms, your only remedy is to contact us at info@jarrahdaleequestrian.com.au and immediately discontinue your use of the products and/or services.

YOUR OBLIGATIONS

When using our products and/or services, you may be given access to Facebook groups, other online or in person forums (Jarrahdale Equestrian® Communities – future references including but not limited Jarrahdale Equestrian Saddle Club® Community and/or Jarrahdale Equestrian Adult Riders® Community) or events in which you may post comments, photos, messages or other material (Your Content).

When posting Your Content, you agree that you will not post or otherwise publish through this Site or our Jarrahdale Equestrian® Communities any of the following:

- Content that is unlawful, fraudulent, misleading, deceitful, threatening, abusive, libellous, defamatory, obscene, pornographic, indecent, lewd, harassing, threatening, abusive, offensive, inflammatory or otherwise objectionable.
- Content that harasses, degrades, intimidates or is hateful to an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age or disability.
- Information that includes personal or identifying information about another person without that person's consent.
- Information that constitutes promotion or advertisement for groups, events or activities organised through competing social clubs, activity sites and internet platforms, except as otherwise expressly permitted by us.
- Any information or content that impersonates any person or entity.
- Any material, non-public information about companies without authorisation to do so.
- Any advertisements, solicitations, chain letters, pyramid schemes, investment opportunities or other unsolicited commercial communication (except as otherwise expressly permitted by us).

By posting or otherwise publishing Your Content on our Site or Jarrahdale Equestrian® Communities you:

- Grant us a non-exclusive, worldwide, royalty-free, perpetual, licence to use, reproduce, edit and exploit Your Content in any form and for any purpose
- Warrant that you have the right to grant the above licences;
- Warrant that Your Content does not breach these Terms; and

- Consent to any act or omission which would otherwise constitute an infringement of your moral rights, and if you add any content in which any third party has moral rights, you must also ensure that the third party also consents in the same manner.

We reserve the right (but have no obligation) to:

- Review, modify, reformat, reject or remove Your Content that, in our opinion, violates these Terms or otherwise has the potential to harm, endanger or violate the rights of any person; and Monitor use of the Site, and store or disclose any information that we collect, including in order to investigate compliance with the Terms or for the purposes of any police investigation or governmental request.

CODE OF CONDUCT

Our Site and Jarrahdale Equestrian® Communities are a space for learning and is a pitch-free, solicitation-free and sales-free environment.

Whilst using this Site and/or our Jarrahdale Equestrian® Communities, we ask that you not:

- Contact anyone who has asked not to be contacted.
- Collect personal data about other users for commercial or unlawful purposes.
- Infringe other user's privacy rights. Violate the intellectual property of others.
- Post anything that contains software viruses, worms or any other harmful code; or Use manual or automated software, devices, script robots, other means or processes to access our Site or any related data or information.

Please see our Jarrahdale Equestrian® Community Guidelines in the appendix to these Terms for more information.

CONFIDENTIALITY

We respect your confidential and proprietary information, ideas, plans and trade secrets (collectively, Confidential Information) and by using our products and/or services, you agree to respect the same rights of the other Jarrahdale Equestrian® Community products and/or services participants (Participants) and representatives of Jarrahdale Equestrian® Communities.

You agree:

- That any confidential information shared by Participants or any of our representatives is confidential and proprietary and belongs solely and exclusively to the Participant who discloses it or to us.
- Not to disclose such information to any other person or use it in any manner other than in discussion with Participants during training sessions.
- That all materials and information provided to you by us are our confidential and proprietary information and intellectual property, belong solely and exclusively to us, and may only be used by you as authorised by us.
- That if you violate, or threaten to violate, any of your agreements contained in this paragraph we will be entitled to, among other things, injunctive relief to prohibit such violations.
- While you are free to discuss your personal results from our services, you must keep the experience and statements, oral or written, of the Participants in the strictest of confidence.

COPYRIGHT AND TRADE MARK NOTICES

All material on this Site, in our Jarrahdale Equestrian® Communities or otherwise delivered by us including, but not limited to, course content, text, graphics, information architecture and coding (Our Content), is subject to copyright.

While you may access, browse or print Our Content for non-commercial, personal or internal business use, you must obtain our prior express written permission if you'd like to use, copy, record or reproduce it. Modification of Our Content for any other purpose is a violation of our copyright and other proprietary rights and is strictly prohibited.

You acknowledge that you do not acquire any ownership rights by using the Site or Our Content.

Jarrahdale Equestrian® Jarrahdale Equestrian Saddle Club®, Jarrahdale Equestrian Adult Riders®, Salli Galvin®, are all registered and unregistered trade marks owned by Galvin investment holdings (ABN 88 136 678 329) and are licensed exclusively to The Jarrahdale Group Pty Ltd (ACN 651452461) trading as

Jarrahdale Equestrian. The trademarks, logos, and service marks displayed on our Site are the registered and/or unregistered trademarks of Jarrahdale Equestrian Saddle Club®, and/or Jarrahdale Equestrian Adult Riders®, and/or Salli Galvin®. The trademarks whether registered or unregistered, may not be used in connection with any product or service that does not belong to Jarrahdale Equestrian Saddle Club®, and/or Jarrahdale Equestrian Adult Riders®, and/or Salli Galvin®, in any manner that is likely to cause confusion with customers, or in any manner that disparages Jarrahdale Equestrian Saddle Club®, and/or Jarrahdale Equestrian Adult Riders®, and/or Salli Galvin®. Nothing contained on this Site or in our Jarrahdale Equestrian® Communities should be construed as granting, by implication, estoppel or otherwise, any license or right to use any trade mark without our express written permission. You agree that damages may be an inadequate remedy to a breach of these Terms and acknowledge that Jarrahdale Equestrian® will be entitled to seek injunctive relief if such steps are necessary to prevent violations of its intellectual property rights.

RIGHT TO SUSPEND, TERMINATE AND REFUND

We reserve the right to suspend or terminate your use of the Site, Jarrahdale Equestrian® Communities or our products and/or services generally, if you breach any of these Terms, as determined by us in our sole discretion.

Refunds are not provided for our products and/or services, including where you have been given access to Our Content or our Jarrahdale Equestrian Saddle Club®, and/or Jarrahdale Equestrian Adult Riders®, whether accessed by you or not, unless we are in breach of the Australian Consumer Law, as set out in Schedule 2 to the Australian and Competition Act 2010 (Cth).

FINANCIAL TERMS

The cost, cancellation and refund, if any, details of our products and services are set out below:

Product or Service: Jarrahdale Equestrian Saddle Club®

Recommended Retail Price (in USD dollars): \$37.00 USD

Duration: Recurring monthly membership

Cancellation: Membership Cancellation notice - A month notice is required to cancel your membership or suspensions.

Refund: No refunds are applicable

Product or Service: Jarrahdale Equestrian Adult Riders Club®

Recommended Retail Price (in AUD dollars): \$189.00

Duration: Recurring monthly membership

Cancellation: Membership Cancellation notice - A month notice is required to cancel your membership or suspensions.

Refund: No refunds are applicable

Product or Service: Jarrahdale Equestrian Rides ® with Ezidebit recurring debit

Recommended Retail Price (in AUD dollars): as per the applicable website price at the time of membership and agreed upon by Jarrahdale Equestrian® and rider at the time of commencement. Prices subject to change as determined by Jarrahdale Equestrian® with a minimum of 2 weeks notice to rider.

Duration: Recurring membership. With frequency agreed upon by Jarrahdale Equestrian® and rider at the time of commencement.

Cancellation: Membership Cancellation notice – At least 24hrs notice is required to cancel your membership or for a reschedule or suspension of rides.

Refund: No refunds are applicable

GENERAL TERMS OF USE

Rescheduling Requirements

Bookings are essential and subject to availability.

We ride in all weather and please understand that all bookings are non refundable and we require 1 business days notice for rescheduling otherwise full fare is due. This is so we can feed our wonderful horses and pay our gorgeous pink ladies (staff). Business days/hours are Monday to Friday from 9am - 5pm so all changes need to be made within these hours. We appreciate your understanding.

Time management

Our rides will start on time and be limited to the session you have booked so we recommend arriving 5-10 minutes early for all sessions. If arriving late your session will not be extended and you will be cutting into your ride time. No refund will be applicable for shorter sessions.

Required Riding Attire

Please remember to wear full length pants (jeans or leggings) and closed in shoes with a slight heel and a smooth sole, sneakers will be suitable. Singlets or shorts are NOT safe to ride in, if wearing incorrect attire you will not be permitted to ride and your ride will be cancelled, with no refund applicable.

Risk and Insurance Waiver

Horse Riding is considered a high risk activity therefore the WEARING HELMETS IS COMPULSORY with a range of size options provided by Jarrahdale Equestrian for use on the day. Helmets must be worn at all times while in horse areas and mounted.

You will need to register as a rider with us prior to your ride. If you do this online and fill out your insurance forms before you arrive it will save time on the day, otherwise make sure to give yourself additional time to complete this out here at the stables to avoid cutting into your ride time.

<https://jarrahdaleequestrian.com.au/register/>

Due to the high risk nature of Horse Riding, PREGNANT RIDERS WILL NOT BE PERMITTED TO RIDE, NO EXCEPTIONS and no refunds offered. Reschedule available with a minimum of 1 business days notice (business days: Monday – Friday from 9am – 5pm). Failure to notify Jarrahdale Equestrian of any rider pregnancy will release Jarrahdale Equestrian of any and all liability.

By 12 weeks pregnant, the foetus has moved above the pelvic girdle (bony structure protecting the baby during the first trimester) with skin and muscle being the only thing between the baby and any external force. If kicked or fall of the horse at this point, there is nothing to protect the baby from trauma and therefore the risk associated with horse riding is too high and unable to be reduced.

Gift Voucher Validity

Gift voucher validity is 3 years from the date of purchase, as stated on voucher. If redeeming gift voucher within 6 months any price raises in that time are waived, Weekend surcharge is applicable. If redeeming voucher after 6 months has passed all differences in price will be charged to the rider and collected at time of booking.

Outside Animals

Due to the animals already on the property - no outside animals (including dogs) are permitted at Jarrahdale Equestrian.

Privacy Policy

Photos and videos will be used on social media and our promotional material unless you otherwise advise us prior to your lesson.