

1. Application

This agreement applies between you, the User of this Website and us, P.J. Racing Ltd, the owner(s) of this Website. Please read these terms and conditions carefully. Your agreement to comply with and be bound by these Terms and Conditions is deemed to occur upon your first use of the Website. If you do not agree to be bound by these Terms and Conditions, you should stop using the Website immediately.

No other terms and conditions shall apply to the Services unless agreed upon in writing between us. By placing an order through our website, you warrant that (a) you are legally capable of entering into binding contracts; and (b) you are at least 18 years old.

2. Interpretation

“Account” means the personal information and credentials used by Users to access Paid Content and / or any System on the Website;

“Content” means any text, graphics, images, audio, video, software, data compilations and any other form of information capable of being stored in a computer that appears on or forms part of this Website;

“Paid Content” means Content accessible only upon the creation of an Account and the payment of a Subscription Fee;

“Service” means collectively any online facilities, tools, services or information that we make available through the Website either now or in the future;

“Subscription Fee” means a one-off sum of money paid by Users to activate their Account and to enable them to access Paid Content. This payment may be repeated to activate subsequent subscriptions without limitation;

“Subscription Period” means the 6 or 12 monthly period for which a subscription has been purchased;

“System” means any online infrastructure we make available through the Website either now or in the future;

“User” / “Users” means any party that accesses the Website that is not employed by us and acting in the course of their employment;

“Website” means the website that you are currently using (www.pauljoneshorseracing.com) and any sub-domains of this site unless expressly excluded by their own terms; and

“We/Us/Our” means P.J. Racing Ltd, a company registered in England under company number 04701472.

The headings in these Terms and Conditions are for convenience only and shall not affect their interpretation. Words imparting the singular shall include the plural and vice-versa.

3. How the contract is formed between you and us

No part of the Website constitutes a contractual offer capable of acceptance. Your order for a subscription constitutes a contractual offer that we may, at our sole discretion, accept. Our acceptance is indicated by us sending to you a subscription confirmation email. Only once we have sent you a subscription confirmation email will there be a binding contract between us and you.

4. Services

The description of the Services is as set out on our Website. In accepting these terms and conditions you acknowledge that you do not rely on any other representations regarding the Services save for those made in writing by us. No descriptions of the Services set out on our website shall be binding on us and are intended as a guide only. No opinions provided on this Website are intended to constitute advice and the Content of this Website should not be relied upon when making any decisions or taking any action of any kind.

5. Accounts

In order to access Paid Content on the Website and to use certain other parts of the System you are required to create an Account which will contain certain personal details which may vary based upon the type of Account that you choose. By continuing to use this Website you represent and warrant that all information you submit is accurate and truthful, you have permission to submit Payment Information where permission may be required, and you will keep this information accurate and up-to-date.

Your creation of an Account is further affirmation of your representation and warranty.

Sharing of Accounts is not permitted unless we expressly authorise it in writing. You are required to keep your Account details confidential and must not reveal your username and password to anyone. If you use a shared computer, it is recommended that you do not save your Account details in your internet browser.

When choosing your username, you must not submit Content that is unlawful or otherwise objectionable. This includes, but is not limited to, Content that is abusive, vulgar, obscene, threatening, harassing, defamatory, ageist, sexist or racist. Any failure to do so could result in the suspension and/or deletion of your Account.

6. Price

You are required to pay a Subscription Fee on the date that you activate your subscription. No further payment will be required unless you actively choose to renew your subscription. Renewing your subscription will constitute the creation of a new contract between us and you and will thus be subject to all of the provisions of these Terms and Conditions.

Your first payment will be at the price advertised on the Website. We reserve the right to change Subscription Fees from time to time and any such changes may affect the price of subsequent renewals. Any special offers will be at our sole discretion.

Subscription confirmations will be sent to you immediately upon your activation of a subscription and shall contain the following information: Full details of the main characteristics of the Paid Content available through your subscription; fully itemised pricing for your subscription including, where appropriate, taxes and any other additional charges; the applicable times and dates for your subscription (including the commencement date and expiry date); and a confirmation of your express request that the Paid Content is made available to you immediately and that this will constitute a waiver of your statutory right to cancel as detailed below.

Provision of Paid Content shall commence immediately upon our confirmation of your subscription. When completing the subscription process, you will be required to expressly acknowledge that you wish the Paid Content to be available immediately. You will also be required to expressly acknowledge that by doing so, you will lose your statutory right to cancel your contract with us as detailed below.

7. Cancellation

If you are a consumer based within the European Union, you have a statutory right to a “cooling-off” period with respect to the purchase of certain services. This period, if applicable, begins once the contract between us and you is formed (as explained in Clause 3) and ends at the end of 14 calendar days after that date. Under normal circumstances, the provision of Paid Content begins immediately upon our confirmation of your subscription. As set out in Clause 5, by expressly requesting this, you waive your right to the cooling-off period and may not cancel the contract merely because you have changed your mind.

You may cancel at any time after subscribing, however no refunds can be provided and you will continue to have access to the Paid Content for the remainder of the Subscription Period you are currently in up until the expiry date whereupon access will cease unless you choose to pay the Subscription Fee and reactivate your subscription.

8. Termination of Accounts

Either we or you may terminate your Account and/or your subscription. If we terminate your Account or subscription, you will be notified by email and an explanation for the termination will be provided. However, we reserve the right to terminate without giving reasons.

If we terminate your Account as a result of your breach of these Terms and Conditions you will not be entitled to any refund.

If we terminate your Account or subscription for any other reason, you will be refunded any remaining balance of your Subscription Fee. Such a refund will be calculated based upon

the Subscription Fee being divided by the number of days in the applicable Subscription Period, multiplied by the number of days remaining until the end of the Subscription Period. If we terminate your Account or subscription, you will cease to have access to Paid Content from the date of termination.

If you terminate your Account or subscription, you will continue to have access to Paid Content for the remainder of your subscription period as per Clause 7.

9. Intellectual Property Rights

All Content included on the Website, unless uploaded by Users, including, but not limited to, text, graphics, logos, icons, sound and video clips, data compilations, page layout, underlying code and software is the property of ours or our affiliates. By using the Website you acknowledge that such Content is protected by applicable intellectual property laws.

Payment of a Subscription Fee grants you a licence to use all Paid Content on the Website for the duration of your subscription. You may use such Content for personal purposes only. Under such a licence, you agree that you will not use the Content of the Website for commercial purposes under any circumstances and you will not systematically copy Content from the Website with a view to creating or compiling any form of comprehensive collection, compilation, directory or database unless given our express written permission to do so.

10. Liability

Our liability for losses you suffer as a result of us breaching this contract is strictly limited to the value the relevant User's current subscription and any losses which are a foreseeable consequence of us breaching this contract. Losses are foreseeable where they could be contemplated by you and us at the time the contract is formed between us. Users should be aware that they use the Website and its Content at their own risk.

Nothing in these Terms and Conditions excludes or restricts our liability for death or personal injury resulting from our negligence or fraud.

11. Communications

All notices/communications shall be sent to us by email to info@pauljoneshorseracing.com. Such notice will be deemed received the day of sending if the email is received on a business day and on the next business day if the email is sent on a weekend or public holiday. We may from time to time send you information about our Services. If you do not wish to receive such information, please contact us by email at the address above.

11. Privacy and Data Protection

Use of the Website is also governed by our Privacy Policy and Website Terms of Use which are incorporated into these Terms and Conditions by this reference. These documents are available to view on our Website or hard copies can be sent to you on request.

All personal information that we may collect (including, but not limited to, your name and address) will be collected, used and held in accordance with the provisions of the Data Protection Act 1998 and your rights under that Act.

In certain circumstances (if, for example, you wish to make a purchase on credit), and with your consent, we may pass your personal information on to credit reference agencies. These agencies are also bound by the Data Protection Act 1998 and should use and hold your personal information accordingly. We will not pass on your personal information to any other third parties without first obtaining your express permission.

12. Links to Other Websites

This Website may contain links to other sites. Unless expressly stated, these sites are not under our control or that of our affiliates. We assume no responsibility for the content of such websites and disclaim liability for any and all forms of loss or damage arising out of the use of them. The inclusion of a link to another site on this Website does not imply our endorsement of the sites themselves or of those in control of them.

13. Disclaimers

We make no warranty or representation that the Website will meet your requirements, that it will be of satisfactory quality, that it will be fit for a particular purpose, that it will not infringe the rights of third parties, that it will be compatible with all systems, or that it will be secure.

Whilst every reasonable endeavour has been made to ensure that all information provided on this Website will be accurate and up to date, we make no warranty or representation that this is the case. We make no guarantee of any specific results from the use of our Service.

Whilst We use reasonable endeavours to ensure that the Website is secure and free of errors, viruses and other malware, you are advised to take responsibility for your own internet security, that of your personal details and your computers.

14. Availability of the Website and Modifications

The Service is provided “as is” and on an “as available” basis. We give no warranty that the Website or the Service will be free of defects and / or faults. To the maximum extent permitted by the law we provide no warranties (express or implied) of fitness for a particular purpose, accuracy of information, compatibility and satisfactory quality.

We accept no liability for any disruption or non-availability of the Website resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, power failure or a Force Majeure event.

We reserve the right to alter, suspend or discontinue any part (or the whole of) the Website including, but not limited to, the Content. These Terms and Conditions shall continue to apply to any modified version of the Website unless it is expressly stated otherwise.

15. Transfer of Rights and Obligations

The contract is between you and us and is binding on you and us and on our respective successors and assigns. Nothing in these Terms and Conditions shall confer any rights upon any third party. You may not transfer, assign, charge or otherwise dispose of this contract, or any of your rights or obligations under it, without our prior consent.

16. Events outside our control (Force Majeure)

We will not be liable or responsible for any failure or delay in performing any of our obligations under this contract that is caused by events outside our reasonable control. Such events include, but are not limited to: power failure, Internet Service Provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the party in question.

17. No Waiver

In the event that any party to these Terms and Conditions fails to exercise any right or remedy contained herein, this shall not be construed as a waiver of that right or remedy.

18. Severance

In the event that one or more of these Terms and Conditions is found to be unlawful, invalid or otherwise unenforceable, those Terms and Conditions shall be deemed severed from the remainder of these Terms and Conditions, which shall remain valid and enforceable. This term shall apply only within jurisdictions where a particular term is illegal.

19. Entire Agreement

These terms and any document expressly referred to in them represent the entire agreement between us and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.

20. Our right to vary these terms and conditions

We have the right to revise and amend these Terms and Conditions from time to time to reflect changes in market conditions affecting our business, changes in payment methods and changes in relevant laws and regulatory requirements.

21. Consumer Rights

Nothing in these Terms and Conditions shall affect your statutory rights as a consumer.

22. Law and Jurisdiction

These Terms and Conditions and the relationship between you and us shall be governed by and construed in accordance with the laws of England and Wales and both parties agree to submit to the exclusive jurisdiction of the courts of England and Wales.