Terms and Conditions

GENERAL;

This website is owned and operated by Thinford Saddlery, Thinford, Durham, DH6 5JZ. Our VAT number is 179041456. In using this site, you are accepting the set terms and conditions as outlined below, including transactions made. Please read these Terms and conditions carefully prior to ordering any products from the website. You should understand that by ordering any of our products, you agree to be bound by these terms and conditions. Please tick the box on the checkout section of our website before placing your order with us to show you accept our terms and conditions. If you have any queries about these terms and conditions or if you have any comments or complaints, you can contact us at sales@bd1.dfd.myftpupload.com or 01388 814391.

2. COPYRIGHT;

- 2.1 All copyright and other intellectual property rights relating to this website and its content including images, text and any other material are owned or registered by Thinford Saddlery.
- 2.2 As a user, you own the right to view, download for caching purposes only, and print pages from the website for your own personal use, subject to the following restrictions:

Material from the website is not republished in any form or part, sold or sub-licensed;

Material is not reproduced, duplicated, copied or otherwise exploited for a commercial purpose

Material is not edited, or redistributed, except for material specifically and expressly noted for distribution.

2.3 The user may not link to this website from another website unless he/she has full authorisation (in writing) from Thinford Saddlery and agrees to comply with the following guidelines:

A reference must be made back the homepage website link

The user may not create a frame or any other border around the basis of this website

The site from which the user wishes to link must comply with all relevant laws and regulations. It must not contain content which may be considered to be distasteful or offensive.

3. DISCLAIMER OF CONTENT

3.1 Whilst all reasonable steps have been taken in order to ensure the highest level of accuracy and completeness of the information provided on this website, small areas of discrepancy are to be expected. As such, information is provided with no warranty and make no representation regarding the accuracy or completeness of the content of this website.

Furthermore, no warranty is given that the website shall be available on an uninterrupted basis, and therefore no liability can be accepted in the event of website unavailability.

- 3.2 In the event of I.T failure, we accept no liability for viruses. You are recommended to take all appropriate safeguards before downloading information or images from the website.
- 3.3 The information contained in the website is targeted towards a broad audience, as such, it is not constructed to suit individual persons. It is, therefore the individual's responsibility to satisfy yourself prior to ordering any products from us that they are suitable for your purposes.
- 3.4 With the exception of any fraudulent misrepresentation, we shall not be liable to the user for any claim arising in connection with the use of this website, including negligence, for breach of contract, for misrepresentation, intellectual property infringement, under any statute or otherwise. In addition to this, Thinford Saddlery will not be held responsible for the following outcomes;
- Any indirect, special or consequential losses;

Loss of business, data, profits, revenue, goodwill, use or anticipated savings

Loss or damage to your, or any third party's, data or records.

3.5 Thinford Saddlery does not wish to seek to exclude or limit our liability to you for:

Death or personal injury caused by our negligence

Fraud or fraudulent misrepresentation or any liability arising under the Consumer Protection Act 1987

Any matter for which it would be illegal for us to exclude, or attempt to exclude our liability.

3.6 Nothing on this website shall exclude or limit our duties and liabilities under any applicable legislation or any conduct of business rules which we are bound to comply with.

4. ORDERING/SUPPLY;

By agreeing to these set terms and conditions, and placing an order through our website you confirm that:

You are legally capable of entering into binding contracts

You are at least 18 years old

4.1 The prices for products are inclusive of VAT if applicable but exclusive of delivery charges. If a delivery charge applies to your order this will be notified to you both during the transactional element of the ordering process and again in the order acknowledgement email that we send to you. Prices, offers and products are subject to availability and may change at any time prior to our despatching your order and taking payment from you.

4.2 Specialist, personalised or made to measure items will be made to order, as will items in your personalised colour schemes. We aim to complete these items as soon as possible, so please contact us when placing your order to be advised of the estimated delivery date.

If you need products for a specific deadline, please let us know as soon as possible.

- 4.3 The order of an unavailable product on our website is not permitted. We are under no obligation to accept your order.
- 4.4 Please be aware that typographical errors do occur. In the event that a product you have ordered is listed at an incorrect price, we will notify you of the correct price at the earliest opportunity before despatching your order and taking payment from you, asking you to confirm if you still wish to proceed with your order at the new, correct price. If you do not confirm that you wish to proceed with the order within 7 days of the date of our price correction email, we will consider this as a withdrawal of your order and we will delete your payment details from our system.
- 4.5 We will take all reasonable care to ensure that all details, images and descriptions of products are accurate and correct at the time that the information is first put onto our website, however we cannot guarantee the accuracy of images portrayed on our website. Colours of actual products may differ from those in images and this is a product of our photographic process.

5. ORDER ACCEPTANCE

- 5.1 Online orders are submitted via our website in the following way:
- 5.2 You must add the product(s) you wish to purchase to your shopping cart and then proceed to the checkout.
- 5.3 In order to complete your transaction, you must consent to the Terms and Conditions. You will then be asked to input your payment details.
- 5.4 If for any reason we are unable to fulfil your order, then all monies will be reimbursed within 30 days of taking the original payment.
- 5.5 You should check all emails for accuracy and let us know immediately if there are any errors. None of our emails constitute acceptance of your submitted order. Your order will be accepted by us when we despatch the products to you.

6 PRICES AND PAYMENT

- 6.1 All goods must be paid for in full before they can be dispatched. Payment for all products must be by PayPal, Stripe, credit or debit card. We accept payment with Mastercard, UK Maestro, Visa, Delta, UK Electron, UK Solo. We shall not acknowledge your order until we receive authorisation of payment.
- 6.2 For payment by card, all credit and debit cardholders and bank/building society account holders respectively are subject to validation checks and authorisation. If the issuer of your payment card, refuses to, or does not for any reason authorise or validate the payment, we

will not be liable in these circumstances for any delay or non-delivery in respect of the products which you have ordered as a result.

- 6.3 By providing the relevant information to us, you specifically authorise us to transmit or to obtain information about you from third parties from time to time, including but not limited to your name, address, telephone number, debit or credit card details, cheque details or credit reports, to authenticate your identity and delivery address for the products, validate your payment card and obtain authorisations for your payments for products.
- 6.4 We use Stripe to handle our website payment processing so that we don't need to retain your card details in any of our systems. Stripe is a highly secure, safe and trusted payment service provider (PSP).

By using Stripe, we are insuring that your card details are not compromised as every transaction is encrypted to the highest global standards. Stripe's systems are audited regularly by one of the world's leading qualified security assessors (QSAs), maintaining the confidence or retailers and customers alike.

Please never send your card details by email at it is completely insecure.

- 6.5 We encourage all of our customers to enrol their payment card onto their bank's 3D Secure scheme. This means that when the card is used on our site, the transaction will be referred by Stripe to your bank, which will request a password from you to authorise the payment. Only you and your bank will know this password, making it a very secure method of protecting your account. 3D Secure can be thought of as "Chip and Pin" for websites. Visa's name for the system is "Verfied by Visa". Mastercard's name for the system is "Mastercard SecureCode". We use both.
- 6.6 By using Stripe as one of our payment service providers, you can be certain that your card details will be safe but if they have been compromised elsewhere and then used by a fraudster on our site, you can be assured that we'll take steps to return your money to you. The Stripe system includes fraud prevention tools which allow us to identify potentially fraudulent transactions. If we suspect a fraudulent transaction, we will cancel the order and return funds to the card.
- 6.7 Our checkout process uses SSL technology (secure sockets layer) to encrypt data transferred between your browser and our server. This means that no one can eavesdrop in between and obtain your card details or personal information. We use VeriSign, the world's most recognised brand in internet security certificates.

7. DELIVERY;

- 7.1 Delivery charges may vary dependant on the size/weight of the parcel, and the destination. We aim to deliver Products to UK addresses, within five working days (subject to a maximum of 30 working days). If we cannot deliver within this time we will inform you in advance and provide you with an alternative date for delivery.
- 7.2 We accept international orders. Although our website will not directly accept these please email sales@thinfordsaddlery.com with your order and delivery address. We will then confirm delivery date and costs. Please allow up to 5 working days for delivery. Please note that overseas orders may be subject to customs duty charges when entering your country. We have no control over these charges and are not liable for them.

- 7.3 All deliveries must be signed for. Before signing the delivery note, please ensure that the number of packages match the driver's paperwork and that the packages are undamaged. You should keep your delivery note and all packaging and should notify our customer services team immediately if any of the packages are missing or damaged.
- 7.4 We cannot be held responsible for any missing or damaged parcels delivered to any other address other than that of the cardholder. Any order dispatched to a secondary address is the purchasers sole responsibility.

8. CANCELLATION POLICY;

- 8.1 The customer holds the right to cancel an order under the Consumer Protection (Distance Selling) Regulations 2000. It is your responsibility to return the products to us so that we receive the products within 10 working days after the date of delivery. If you are cancelling because of any problem with the products following delivery, please notify us of the problem at the time of cancellation.
- 8.2 It is the customer's responsibility to print off our returns form and fill in accordingly. The customer shall be responsible for the cost of return to us. Please ensure all products are returned in original condition e.g. unworn, unused, undamaged.
- 8.3 Please note that the following items cannot be cancelled once the order is processed:

Embroidered goods

Made to measure items

Items made to order in personalised colours

Special made to order items including specialist bits

8.3 If you cancel your purchase of products on a "no-fault" basis, then you must return the products to us in accordance with our Returns Policy and you are responsible for the cost of their return to us. The Products should be returned to us unworn and in their original condition.

9. RETURNS POLICY

- 9.1 As the customer, you have a legal obligation to take reasonable care of the products while they are in your possession. If you fail to comply with this obligation, we may have a right of action against you for compensation.
- 9.2 In all circumstances you must firstly contact us by email or by post at Website Returns, Thinford Saddlery, Thinford, Durham, DH6 5JZ or telephone 01388 814391. If you contact us by telephone you will need to follow this up with confirmation to us in writing either by email or post.
- 9.3 It is your responsibility to arrange collection of any unauthorised returns from our premises. We reserve the right to return these products to you at your cost.

9.4 Items should be returned to us within 10 days of receiving and in perfect condition, complete with the original packaging, receipt/invoice and a covering letter. We will then be happy to exchange or refund the product, excluding the postage charge. This does not affect your statutory rights.

We are unable to issue refunds for returned sale or discounted items. A credit note to the value spent will be issued instead.

- 9.5 In store returns, compliance to the above Terms and conditions is required. In addition to this, a copy of your original Delivery Note and the actual payment card used to purchase the Products is required.
- 9.6 Exceptions to returns include made to order items, including;

Embroidered goods

Made to measure items

Items made in personalised colours

Special order items including bits

Items purchased using a credit note

10 REFUNDS

- 10.1 Where products are initially purchased via card payment, refunds will be made by recrediting your account from which the money was originally debited.
- 10.2 All refunds will be made within 30 working days upon return of the products to us.

11. LIABILITY FOR PRODUCTS DELIVERED

- 11.1 We will not be responsible for any business loss including loss of income or revenue, profits or contracts, anticipated savings, data, or wasted expenditure.
- 11.2 We will not be held responsible for death or personal injury caused by our negligence, fraud or fraudulent misrepresentation.

12. DATA PROTECTION

12.1 All data collected, including personal information, names and addresses that we collect in connection with your order will be dealt with confidentially and in accordance with the terms of our Privacy Policy and GDPR.

13 COMPLAINTS POLICY

13.1 In the event that we fail in meeting our high standards of customer services please do not hesitate to contact us via email or by post to: by Thinford Saddlery, Thinford, Durham, DH6

5JZ or Tel: 01388 814391. We aim to acknowledge your communication and to start our investigations within five working days following our receipt of it.

14 LAW AND JURISDICTION

14.1 These Terms and Conditions are governed by English law and only the English courts will have exclusive jurisdiction with respect to any dispute arising under or in relation to them.

Privacy Policy

1. For payment by card, all credit and debit cardholders and bank/building society account holders respectively are subject to validation checks and authorisation. If the issuer of your payment card, refuses to, or does not for any reason authorise or validate the payment, we will not be liable in these circumstances for any delay or non-delivery in respect of the products which you have ordered as a result.

2. By providing the relevant information to us, you specifically authorise us to transmit or to obtain information about you from third parties from time to time, including but not limited to your name, address, telephone number, debit or credit card details, cheque details or credit reports, to authenticate your identity and delivery address for the products, validate your payment card and obtain authorisations for your payments

for products.

3. We use Stripe to handle our website payment processing so that we don't need to retain your card details in any of our systems. Stripe is a highly secure, safe and trusted payment service provider (PSP).

By using Stripe, we are insuring that your card details are not compromised as every transaction is encrypted to the highest global standards. Stripe's systems are audited regularly by one of the world's leading qualified security assessors (QSAs), maintaining the confidence or retailers and customers alike.

Please never send your card details by email at it is completely insecure.

- 4. We encourage all of our customers to enrol their payment card onto their bank's 3D Secure scheme. This means that when the card is used on our site, the transaction will be referred by Stripe to your bank, which will request a password from you to authorise the payment. Only you and your bank will know this password, making it a very secure method of protecting your account. 3D Secure can be thought of as "Chip and Pin" for websites. Visa's name for the system is "Verfied by Visa". Mastercard's name for the system is "Mastercard SecureCode". We use both.
- 5. By using Stripe as one of our payment service providers, you can be certain that your card details will be safe but if they have been compromised elsewhere and then used by a fraudster on our site, you can be assured that we'll take steps to return your money to you. The Stripe system includes fraud prevention tools which allow us to identify potentially fraudulent transactions. If we suspect a fraudulent transaction, we will cancel the order and return funds to the card.

6. Our checkout process uses SSL technology (secure sockets layer) to encrypt data transferred between your browser and our server. This means that no one can eavesdrop in between and obtain your card details or personal information. We use VeriSign, the world's most recognised brand in internet security certificates.

Cookies

WordPress uses cookies, or tiny pieces of information stored on your computer, to verify who you are. There are cookies for logged in users and for commenters.

This page is a partial work in progress.

Users

Users are those people who have registered an account with the WordPress blog in question.

WordPress > 2.4

When you log into WordPress from http://example.com/wp-login.php, WordPress stores the following two cookies:

- Your user name
- A double-hashed copy of your password

The cookies are set to expire two weeks from the time they are set. (Details of how to change this time).

WordPress > 3.0

On login, wordpress uses the wordpress_[hash] cookie to store your authentication details. Its use is limited to the admin console area, /wp-admin/

After login, wordpress sets the wordpress_logged_in_[hash] cookie, which indicates when you're logged in, and who you are, for most interface use.

WordPress also sets a few wp-settings-{time}-[UID] cookies. The number on the end is your individual user ID from the users database table. This is used to customize your view of admin interface, and possibly also the main site interface.

The cookies length can be adjusted with the 'auth_cookie_expiration' hook (An example can be found at what's the easiest way to stop wp from ever logging me out).

Non-Version-Specific Data

The actual cookies contain *hashed* data, so you don't have to worry about someone gleaning your username and password by reading the cookie data. A *hash* is the result of a specific

What are the principles of GDPR?

Article 5 of the GDPR sets out seven key principles which lie at the heart of the general data protection regime.

Article 5(1) requires that personal data shall be:

- "(a) processed lawfully, fairly and in a transparent manner in relation to individuals ('lawfulness, fairness and transparency');
- (b) collected for specified, explicit and legitimate purposes and not further processed in a manner that is incompatible with those purposes; further processing for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes shall not be considered to be incompatible with the initial purposes ('purpose limitation');
- (c) adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed ('data minimisation');
- (d) accurate and, where necessary, kept up to date; every reasonable step must be taken to ensure that personal data that are inaccurate, having regard to the purposes for which they are processed, are erased or rectified without delay ('accuracy');
- (e) kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the personal data are processed; personal data may be stored for longer periods insofar as the personal data will be processed solely for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes subject to implementation of the appropriate technical and organisational measures required by the GDPR in order to safeguard the rights and freedoms of individuals ('storage limitation');
- (f) processed in a manner that ensures appropriate security of the personal data, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage, using appropriate technical or organisational measures ('integrity and confidentiality')."

Article 5(2) adds that:

"The controller shall be responsible for, and be able to demonstrate compliance with, paragraph 1 ('accountability')."

mathematical formula applied to some input data (in this case your user name and password, respectively). It's quite hard to reverse a hash (bordering on practical infeasibility with today's computers). This means it is very difficult to take a hash and "unhash" it to find the original input data.

WordPress uses the two cookies to bypass the password entry portion of wp-login.php. If WordPress recognizes that you have valid, non-expired cookies, you go directly to the WordPress Administration interface. If you don't have the cookies, or they're expired, or in some other way invalid (like you edited them manually for some reason), WordPress will require you to log in again, in order to obtain new cookies.

The functions to set and remove cookies are currently defined in /wp-includes/pluggable.php.

wp set auth cookie(\$user id, \$remember, \$secure)

This function sets the cookie.

wp clear auth cookie()

This function will delete the cookie from the client browser. This happens when the user clicks on the Logout link in the Administration interface.

auth redirect()

This function also utilizes the cookies. Checks whether the cookie is present on the client browser. If it is not, the user is sent to the wp-login.php login screen. After logging in, the user is sent back to the page he or she attempted to access.

Commenters

When visitors comment on your blog, they too get cookies stored on their computer. This is purely a convenience, so that the visitor won't need to re-type all their information again when they want to leave another comment. Three cookies are set for commenters:

- comment_author_{HASH}
- comment_author_email_{HASH}
- comment_author_url_{HASH}

The commenter cookies are set to expire a little under one year from the time they're set.

References

- Wikipedia: Cookies
- Netscape cookie specification
- RFC2965
- PHP cookie documentation

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