

The EquiCan Academy

Terms and Conditions

Courses, Membership and VIP

1. Application of these terms

1.1. These terms and conditions (“**Terms**”) apply to everything sold through The EquiCan Academy digital platform, operated by Dr Emma-Louise Emerson on behalf of The EquiCan Academy (“**we**”, “**us**”, “**our**”). That includes our individual online courses (“**Courses**”), our all-access monthly membership (“**Membership**”) and our VIP coaching programme (“**VIP**”).

1.2. By purchasing a Course, joining the Membership or enrolling in VIP, you agree to these Terms and agree that they prevail over any inconsistent terms or conditions contained or referred to elsewhere, or implied by law, trade custom, practice or course of dealing.

1.3. These Terms should be read together with our Website Terms of Use, Privacy Policy and Acceptable Use Policy, all of which can be found on our website at <https://www.theequicanacademy.co.uk> (“**site**”).

1.4. Any content you post or submit to our site, to any community area within our learning platform, or to our Facebook Group is subject at all times to our Acceptable Use Policy.

1.5. Where you are a corporate entity, “you” in these Terms includes your officers and employees, and you shall procure that they comply fully with these Terms.

1.6. The agreement between us and you (“**Contract**”) comes into effect when we email you to confirm acceptance of your order and continues until terminated in accordance with these Terms.

1.7. The order process is as follows:

1.7.1. you add the Course or Membership to the cart, proceed to checkout and make payment as directed via Stripe or PayPal;

1.7.2. where you select a payment plan, you authorise the recurring payments described in paragraph 4;

1.7.3. we send you an email acknowledging your order, confirming whether we have accepted it, and providing your login details for our learning platform;

1.7.4. if you have made an error in your order at any stage, you may email us at emma@theequicanacademy.co.uk to correct it.

1.8. You should print or save a copy of these Terms for your records. We do not file a copy and we may change these Terms from time to time in accordance with paragraph 9.6.

2. What we sell

2.1. **Individual Courses — £69+ each.** You may purchase any Course on its own for a one-off price of £99, or by the payment plan described in paragraph 4.3. This gives you access to that single named Course only. It does not include any other Course, the Membership library, or any Membership benefit.

2.2. **Access period for Courses.** Your access to a Course you have purchased continues for as long as we continue to make that Course available on our platform, subject to a minimum of 24 months from the date of purchase. If we decide to withdraw a Course entirely, we will give you at least 60 days’ notice by email so that you can download or complete any material available to you before access ends.

2.3. **Membership — £39 per month.** The Membership is a rolling monthly subscription giving you access to every Course in our library for as long as your Membership is active and your payments are up to date, together with our other

Membership content including our private blogs and community areas. The Courses and resources included in the Membership may be added to, changed or withdrawn from time to time in accordance with paragraph 8.4.

2.4. The Membership is not sold on our Course sales pages. It is offered to you after you have purchased a Course. Nothing in your purchase of a Course obliges you to take the Membership.

2.5. Course credit towards Membership. If you have purchased a Course at the full price of £99 and you join the Membership within 30 days of that purchase, we will credit the £99 you paid against your Membership by giving you your first three months of Membership at no charge. Your Membership will then continue at £39 per month unless you terminate it under paragraph 7. The credit:

2.5.1. is available once only, per customer, per Course purchased;

2.5.2. applies only where the Course was purchased at the full £99 price, whether paid in one sum or by instalments;

2.5.3. has no cash value, is not transferable and cannot be refunded or exchanged;

2.5.4. is forfeited if you terminate your Membership during the three credited months, and no part of the £99 becomes repayable.

2.6. VIP. VIP is a done-with-you service including 1:1 coaching, access to our experts and private sessions with our team. It is priced individually following a discovery call and the price and any minimum term will be set out on your order form. These Terms apply to VIP except where your order form says otherwise.

2.7. We may refuse any order or application at our absolute discretion and we are not obliged to give reasons.

2.8. Your access is personal to you. You must keep your login details confidential, must not share them with anyone, and must notify us immediately if you become aware of any unauthorised use of your account. You shall indemnify us against all claims, damages, losses, costs or expenses (including professional fees) and any other liability arising from unauthorised use of your account.

2.9. You may communicate with other members only for the purposes of making use of the Course or Membership. You may not make unsolicited promotions of your goods or services to other members.

2.10. The materials we deliver do not constitute advice or recommendations. We provide training and guidance only, and we cannot advise you on your individual circumstances. This does not apply where you are within our VIP programme and are receiving advice from our professionals directly.

3. Delivery and technical requirements

3.1. Courses, the Membership and VIP are delivered online through our own learning platform and by email. Access is granted once your payment has been accepted and your login details have been issued.

3.2. To make full use of the materials you will need:

3.2.1. a device with a reliable internet connection and an up-to-date web browser;

3.2.2. access to our learning platform via our site at <https://www.theequicanacademy.co.uk> — your login details are issued by email once payment is accepted. No third-party platform account is required;

3.2.3. a free Zoom account (<https://zoom.us/signup>) if you wish to join live sessions or 1:1 video calls;

3.2.4. a printer, if you wish to print workbooks or materials for your own private use.

3.3. Our videos are hosted on Vimeo or YouTube and are accessible within our learning platform, embedded in the relevant lesson.

3.4. Technical protection measures. Our materials are delivered through a password-protected members' area and are streamed rather than supplied for download, except where a resource is expressly marked as downloadable. Downloading, copying, screen recording and redistribution are not permitted (see paragraph 6).

3.5. Our online materials are held on third party secure servers. We have taken all reasonable steps to ensure the content is available at all times, but if content is unavailable in whole or in part at any time, or becomes corrupted, is deleted or fails to be stored, we shall have no liability in any circumstances.

3.6. The dates and times of any live sessions are as set out on the site or as otherwise communicated to you, and are subject to change. We will give you as much notice of any change as possible but we shall not be liable to you for any change. Please check the site, our learning platform or our Facebook Group for updates.

3.7. If you cannot attend a live session, we will provide a replay for you to watch at your convenience. We are not obliged to refund any amount in relation to live sessions you do not attend.

4. Payment

4.1. Prices.

4.1.1. Individual Course: 69+ per Course, payable in full at the time of purchase or by the payment plan in paragraph 4.3.

4.1.2. Membership: £39 per month, payable monthly in advance by recurring payment.

4.1.3. VIP: as set out on your order form.

4.2. The total price payable is as set out on your order form. Where your order form states a price different to paragraph 4.1, the order form prevails.

4.3. **Course payment plan.** For example; instead of paying £99 in one sum, you may choose at checkout to pay for a Course by six monthly instalments of £16.50. The total payable under the plan is £99 — the same as the one-off price. **No interest, fees or charges of any kind are added for using the payment plan.** The first instalment is taken on the date of purchase and the remaining five on the same date of each of the following five months. Where that date does not occur in a given month, payment is taken on the last day of that month.

4.4. **Recurring payments.** Where your order form states that payments are recurring or by instalments, you authorise us to take those payments automatically when due, without further consent or notice from you. You are responsible for ensuring your payment details remain valid.

4.5. **Membership payment dates.** Your first Membership payment is taken on the date you join (or, where paragraph 2.5 applies, on the day after the three credited months end) and each subsequent payment on the same date of each following month, on the same basis as paragraph 4.3.

4.6. **Late or failed payments.** Without prejudice to any other right or remedy, if any sum is not paid within 7 days of its due date we may suspend your access to the Course, Membership or VIP until payment is made or the Contract is terminated. Where you are purchasing other than as a consumer, we may also charge interest from the due date to the date of actual payment at 3% above the base rate of The Royal Bank of Scotland plc from time to time in force.

4.7. Suspension of access under paragraph 4.6 does not reduce the amount you owe. Where you have purchased a Course under the payment plan, the full £99 remains payable, because the Course has been made available to you in full from the date of purchase.

4.8. **Changes to the Membership fee.** We may change the monthly Membership fee from time to time. We will give you at least 30 days' written notice by email before any change takes effect. If you do not wish to continue at the new fee, you may terminate your Membership under paragraph 7.4 before the change takes effect. The price of a Course you have already purchased will never change.

4.9. **VAT.** Where you are purchasing as a consumer, the prices stated in paragraph 4.1 include any Value Added Tax that we are required to charge. Where you are purchasing as a business, the prices stated are exclusive of Value Added Tax, which will be added at the prevailing rate.

4.10. All payments are non-refundable other than as set out in paragraph 7.

5. Our obligations

5.1. We warrant that the Courses, Membership and VIP are of satisfactory quality and reasonably fit for the purpose for which you purchased them.

5.2. Other than as set out in paragraph 5.1, all warranties and representations are excluded to the fullest extent permitted by law. Because your results depend on a number of factors outside our control; including the horses you choose to view, the decisions you make and the professionals you instruct, we do not guarantee any particular outcome or result.

5.3. We will endeavour to ensure that all information we provide is accurate and up to date, but we shall not be liable for any claim arising from information being inaccurate, out of date or otherwise.

5.4. Your personal data will be processed by and on behalf of us in accordance with our Privacy Policy, available at <https://www.theequicanacademy.co.uk>

6. Intellectual property

6.1. We are the owner or licensee of all intellectual property rights and all other rights in the materials provided to you as part of a Course, the Membership or VIP (“**Materials**”). Nothing in these Terms operates to transfer ownership of those rights to you or to any other person.

6.2. You may not at any time copy, reproduce, publish in any form, share, sell, dispose of or otherwise make available to a third party any of the Materials.

6.3. We grant you a limited, non-exclusive, non-transferable, non-sub-licensable, revocable licence to use the Materials for the purpose for which they were provided only.

6.4. Except as set out in paragraph 6.3, you may not use any of our intellectual property rights at any time except where duly licensed. Use of our logo, and of the Horse Detective™ name and branding, is strictly prohibited without our prior written consent.

6.5. You may not make any audio or visual recording of any part of our Materials without our prior written consent.

6.6. We may record all or any part of any live session. You authorise us to use your image and voice in any such recording, and to make use of such recording in any way we think fit, without payment, other condition or need for further consent.

6.7. You acknowledge that certain information contained in the Materials is already in the public domain.

6.8. You acknowledge that the ideas, concepts and methods shared within our Courses and Membership — including the Horse Detective™ Buying Method and the 5P Purchase Success Pathway; are proprietary to us, and you shall not take any such idea, concept or method and use it in competition with us or for your own commercial gain.

6.9. This paragraph 6 survives termination of the Contract.

7. Cancellation and termination

7.1. **Consumer cancellation rights.** If you are purchasing as a consumer (as defined in the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013; namely you are buying as an individual acting for purposes wholly or mainly outside your trade, business, craft or profession), the following applies:

7.1.1. you have the right to cancel within 14 days of the date of the Contract, by emailing us at emma@theequicanacademy.co.uk or by using the cancellation form at Annex 1. To meet the deadline it is sufficient that you send your communication before the cancellation period expires. If you cancel, we will reimburse all payments received from you within 14 days of the date we were informed of your decision;

7.1.2. **however**, when you place your order you agree that we may begin supplying digital content before the end of that 14-day period, and you acknowledge that once we have done so you will lose your right to cancel that digital content. Because our Courses and Membership content are made available to you immediately on purchase, in practice this means your 14-day cancellation right ends as soon as you access the content;

7.1.3. in relation to any services (including VIP), you request immediate performance of the Contract and acknowledge that you lose your right of withdrawal once the services have been fully performed. If you cancel before the services have been fully performed, you agree to pay for the services supplied up to that point, in proportion to what has been supplied compared with the full coverage of the Contract.

7.2. If you are not purchasing as a consumer, paragraph 7.1 does not apply.

7.3. **Individual Courses.** A Course purchase is a one-off purchase. Once your cancellation right under paragraph 7.1 has ended, it cannot be cancelled and no refund is payable. Where you are paying by the payment plan, your remaining instalments continue to be due until the full fee has been paid.

7.4. **Membership.** You may terminate your Membership and the Contract at any time by emailing us at emma@theequicanacademy.co.uk. Termination takes effect at the end of the monthly period for which you have already paid. You keep your access until that date and no further payments will be taken. Subject to paragraph 7.1, we do not refund any part of the month in which you cancel. There is no minimum term and no cancellation fee.

7.5. Terminating your Membership does not affect your access to any Course you purchased separately under paragraph 2.1.

7.6. Where you have set up a recurring payment through your own PayPal account, it is your responsibility to cancel that payment authority in addition to notifying us.

7.7. **14-day guarantee.** You may terminate and obtain a full refund of any amount paid if you email us at Emma@theequicanacademy.co.uk before the date falling 14 days after the date of payment, clearly stating that you wish to terminate.

7.8. Either of us may terminate the Contract on written notice with immediate effect if at any time:

7.8.1. the other commits any serious or repeated breach or non-observance of these Terms; or

7.8.2. the other (i) makes a resolution for its winding up, (ii) makes an arrangement or composition with its creditors, (iii) applies to a court of competent jurisdiction for protection from its creditors, (iv) is unable to pay its debts, (v) ceases trading or an administration or winding-up order is made or an administrator or receiver is appointed, (vi) is declared bankrupt or (vii) is convicted of a custodial offence other than a road traffic offence; or

7.8.3. the other commits any fraud or dishonesty, or acts in a manner which in the opinion of the terminating party brings or is likely to bring the terminating party into disrepute or is materially adverse to its interests.

7.9. On or before the date of termination you shall pay any unpaid sums due under these Terms, including any outstanding Course instalments.

7.10. Termination does not affect either party's accrued rights, remedies, obligations and liabilities as at the date of termination, including the right to claim damages for any breach existing at or before that date.

7.11. Any delay by us in exercising our right to terminate does not constitute a waiver of that right or of any other remedy.

7.12. Paragraphs which expressly or by implication have effect after termination continue in full force and effect. This paragraph 7 survives termination.

7.13. Where the Contract expires, that is treated as termination for the purposes of all paragraphs referring to termination.

8. Liability

8.1. We shall not be liable for any loss of profits, loss of business, depletion of goodwill or similar losses, loss of anticipated savings, loss of goods, loss of contract, loss or corruption of data or information, or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses suffered or incurred by you as a result of entering into the Contract or of us providing the Course, Membership or VIP.

8.2. Our total liability in contract, delict or tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of the Contract shall in all circumstances be limited to the price paid by you.

8.3. If we are prevented from or delayed in performing our obligations by your act or omission, or by any circumstance outside our control (including illness or incapacity), we shall not be liable for any costs, charges or losses arising directly or indirectly from that prevention or delay.

8.4. We may, without liability to you or obligation to refund, make changes to (i) the Membership and the Courses included in it, (ii) any of the Materials, (iii) the time and date of sessions, (iv) trainers, instructors or coaches or (v) the

way in which the Membership is delivered. This paragraph does not permit us to remove a Course you have purchased separately during the access period in paragraph 2.2.

8.5. Nothing in this paragraph 8 limits our liability for death or personal injury caused by our negligence, for fraud or fraudulent misrepresentation, or for any matter for which it would be unlawful for us to exclude or attempt to exclude liability. Nothing in these Terms affects your statutory rights as a consumer.

8.6. This paragraph 8 survives termination of the Contract.

8.7. You acknowledge and agree that:

8.7.1. the Contract constitutes the entire agreement between us and supersedes any previous arrangement, understanding or agreement relating to its subject matter; and

8.7.2. in entering into the Contract you have not relied on any undertaking, promise, assurance, statement, representation, warranty or understanding, whether in writing or not, of any person other than as expressly set out in the Contract.

9. General

9.1. By purchasing from us you warrant that:

9.1.1. you are legally capable of entering into binding contracts;

9.1.2. you are at least 18 years old; and

9.1.3. all information you provide is materially true, accurate and not misleading at all times.

9.2. You may not transfer any of your rights or obligations under these Terms without our prior written consent. We may transfer all or any of our rights and obligations at any time.

9.3. All notices you send to us must be sent to

The EquiCan Academy at suite 10, Oldmeldrum business. Centre, Colpy way industrial estate, Aberdeenshire, AB510BZ or via email to emma@theequicanacademy.co.uk. We may give notice to you at the email or postal address you provide. Notice is deemed received 24 hours after an email is sent, or two days after posting of a pre-paid first class, recorded delivery or registered letter.

9.4. If any court or competent authority decides that any provision of these Terms is invalid, unlawful or unenforceable to any extent, that provision will to that extent only be severed from the remaining terms, which continue valid to the fullest extent permitted by law.

9.5. If we do not insist on performance of your obligations, or delay in exercising any right or remedy, that does not mean we have waived that right or remedy, nor that you need not comply. Waiver of a default is not waiver of any subsequent default. No waiver is effective unless we confirm it to you in writing.

9.6. We may vary these Terms from time to time and will notify you by email of any change. Your continued use of the Course or Membership will be deemed acceptance of the new Terms. Changes to prices are dealt with in paragraph 4.8.

9.7. You accept that communication with us will be mainly electronic. We will contact you by email or by posting notices on our site. You agree to this and acknowledge that all contracts, notices, information and other communications provided to you electronically comply with any legal requirement that they be in writing. This does not affect your statutory rights.

9.8. A person who is not a party to these Terms has no rights under or in connection with them under the Contracts (Rights of Third Parties) Act 1999.

9.9. These Terms, and any dispute or claim arising out of or in connection with them, are governed by English law and you and we agree to the exclusive jurisdiction of the English courts. Nothing in this paragraph affects the right of a consumer to bring proceedings in the courts of their own country of residence.

Annex 1 — Model cancellation form

Complete and return this form only if you wish to cancel the Contract.

To: The EquiCan Academy,
suite 10, Oldmeldrum business. Centre, Colpy way industrial estate, Aberdeenshire, AB510BZ

emma@theequicanacademy.co.uk

I/we* hereby give notice that I/we* cancel my/our* contract of sale for the supply of the following:

.....

Ordered on

Name of consumer

Address of consumer

Signature of consumer (only if this form is notified on paper)

Date

* delete as appropriate