

Terms and Conditions

These Terms and Conditions explain your rights and responsibilities and those of Weatherbys GSB Limited and Weatherbys Ireland GSB Ltd in respect of your use of the General Stud Book Online Service ("the Service"), and are in addition to those already published in the General Stud Book and Return Of Mares relating to the Conditions Of Entry To The General Stud Book and Conditions Of Entry To The Non-Thoroughbred Register (see www.weatherbys.co.uk/stud-book/gsb-ntr).

Please read the Terms and Conditions carefully; they apply in respect of all use and transactions undertaken by you via the Service.

In these Terms and conditions "we", "us", and "our", mean Weatherbys GSB Limited and Weatherbys Ireland GSB Ltd, and "you" and "your" mean the Breeder (the Mare Owner at the time of foaling), the Owner or their representative who is using the Service. A "Working Day" means a day other than a Saturday, Sunday or Bank Holiday in England or Ireland.

1. Use of the Service

- 1.1 The Service may only be used by persons who confirm their consent to these terms and conditions. Your consent does not confer an automatic right to the Service and acceptance for the Service is subject to our discretion.
- 1.2 You will need access to the Internet to use the Service and you will be responsible for any telephone costs and/or charges made by an Internet Service Provider. We make no guarantees as to the speed, resolution or access to the Service via the Internet.
- 1.3 The Service is only available for users who are the current Horse Owner or their representative.
- 1.4 You must exit the Service when leaving your computer terminal unattended.

2. Security

- 2.1 We will use all reasonable endeavours to monitor and maintain the security of the Service but due to the nature of the Internet, we cannot guarantee absolute security at all times.
- 2.2 Your email address and password are used to gain access to the Service once an account has been set up. Your Security Details must be kept in a safe place at all times. You should not write down, disclose or reveal the Security Details to anyone or keep them where they may be discovered.
- 2.3 If you suspect that someone knows or has discovered your password, you must notify the General Stud Book immediately by calling 01933 440077 (ext 2697) if calling from Great Britain or if you are calling from Ireland please call 045 879979.
- 2.4 When you send instructions via the Service, having gained access to the Service by using your login details, you are authorising us to carry out your instructions.
- 2.5 If you are registering a live foal, broodmare, initial stallion or change of ownership the passport for that horse will be forwarded to the person and address stated during the registration. The name and address of the foal's breeder or the broodmare, stallion or horse's owner will appear on the passport in accordance with The Horse Passport Regulations depending upon the type of registration completed.
- 2.6 Where the foal was born in Ireland, the registration will take place in the offices of Weatherbys Ireland GSB Ltd to comply with Irish law.

- 2.7 We reserve the right to suspend access to the Service if:
- 2.7.1 Incorrect Security Details are used to try to access the Service;
 - 2.7.2 we suspect that an unauthorised person is attempting to access the Service; and
 - 2.7.3 at our discretion there is reasonable justification for doing so.

3. Instructions to Us

- 3.1 We will only accept instructions if your General Stud Book Online account is used in accordance with these Terms and Conditions. If your account is used as requested, we will be entitled to assume that those instructions have been given by you and that you authorise us to accept and act upon those instructions.
- 3.2 We can refuse to act upon any instructions received if:-
- 3.2.1 we have reasonable grounds for believing that you did not send the instructions
 - 3.2.2 the instructions are not clear; and
 - 3.2.3 in our reasonable opinion, the instructions would result in incorrect information being added to the General Stud Book or Non Thoroughbred Register.
- 3.3 We will endeavour to act on your instructions promptly, once received, subject to clauses 2.7 and 3.2 and we will not be liable to you as a result of the refusal to act on such instructions.
- 3.4 Foal registrations, negative results, broodmare registrations, stallion registrations and change of ownerships will only be accepted via the service when they are given through the completion of the relevant input screens that form part of the Service.
- 3.5 Please ensure you do not reveal confidential information via e-mail.
- 3.6 You can only cancel or amend information at our discretion.
- 3.7 We reserve the right to refuse or reverse any information given by you via the Service when, in our reasonable opinion, the circumstances so require and we shall have no liability to you as a result of such a refusal or reversal.

4. Liability

- 4.1 We shall not be liable to you for any loss or damage which you may suffer as a result of using the Service, except where such loss or damage was caused by negligence, wilful default or fraud by us or our employees.
- 4.2 You shall be liable to us for any loss suffered by us as a result of any breach of these Terms and Conditions by you, or any fraudulent or grossly negligent use of the Service by you.
- 4.3 You acknowledge that due to the nature of the Internet and electronic communication there is a risk that communications may not operate free from error or interruption. We shall not be liable:-
- 4.3.1 in the event of any error or interruption in communication; or
 - 4.3.2 for any losses or delays in the transmission of instructions to the Service caused by any Internet Service Provider or by software failure; or
 - 4.3.3 for any breaches of security of the Service beyond

- 4.3.4 our reasonable control; or
for any indirect or consequential loss you may suffer as a result of using the Internet to access the Service.

5. Call and Message Recording

Telephone calls and electronic messages to us may be monitored and recorded for security purposes and to maintain and improve our Service.

6. Online Availability

From time to time the Service may be closed down for repair, maintenance work or upgrade or where it is necessary to protect your interests or ours. We shall, where practical, give as much notice as possible in the circumstances. We cannot guarantee availability of the Service.

7. Termination

- 7.1 You may terminate your account with the Service at any time by notifying us by writing to The Stud Book Department, Weatherbys Limited, Sanders Road, Wellingborough, Northamptonshire, NN8 4BX, or Weatherbys Ireland, Tara Court, Naas, County Kildare, Irish Republic. The notification will only be effective once it is received by us. The Service will then cease to be provided to you.
- 7.2 We reserve the right to vary these Terms and Conditions at any time. Any variation will only take place after we notify you by letter or by posting notification on this site.
- 7.3 We may terminate the Service immediately, if you breach these Terms and Conditions or if we suspect fraud and misuse of the Service by you.

8. Data Protection

Weatherbys respects the rights to privacy of all its clients and is registered under the Data Protection Act 1998. Weatherbys will need to use the information provided by you for its own internal administration and analysis and will also use the information in the passport (as mentioned in point 2.5) and in support of bonus/premium schemes which are in the direct interests of breeders. Weatherbys will where necessary forward information to the British Horseracing Authority (BHA) and the Turf Club for the purpose of managing and administering the sport of horseracing, but will not divulge any individual details to other third parties without your consent. The BHA's data protection notice can be located at <http://www.britishhorseracing.com/bha/about-us/>

From time to time we may send (or arrange for a third party to send) our clients details of products and services that may be of interest to them. If you opt to receive marketing when signing up to use the service and no longer wish to receive such information by letter, or other reasonable means of communication, please email studbook@weatherbys.co.uk or studbookireland@weatherbys.ie to this effect.