

Lusitano Heritage & Proezas Diarias Ida

Master Terms & Conditions

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Lusitano Heritage & Proezas Diarias Ida

Master Terms & Conditions

1. INTRODUCTION & ACCEPTANCE OF TERMS

These Terms & Conditions (“Terms”) govern all services, activities, bookings, products, memberships, training, retreats, clinics, horse sales, digital services, and property access provided by **Lusitano Heritage, Proezas Diárias Lda** (NIPC 513940685), and **Lusitano Heritage Group Ltd** (Ireland) (collectively, “we”, “us”, “our”).

By accessing our website(s), booking a service, participating in a retreat or clinic, purchasing a product, sending an enquiry, visiting our property, or engaging with us in any capacity, you (“you”, “the client”, “the participant”, “the buyer”, “the member”, “the owner”) agree to be bound by these Terms.

If you do not agree with these Terms, you should not:

- use our website, social media, or digital platforms
- make a booking
- purchase a product
- participate in our activities
- enter our premises
-

These Terms apply in addition to any:

- Waivers
- Retreat or clinic-specific conditions
- Membership Agreements
- Livery Contracts
- Horse Sales Protocol
- Digital learning agreements
- Provider contracts

Where a separate contract exists (e.g., Livery Contract or Clinic Agreement), that contract prevails, and these Terms apply in addition.

2. DEFINITIONS

For clarity throughout this document:

“Lusitano Heritage”

Refers to the brand identity, retreats, clinics, farm stays, training, and all related services.

“Proezas Diárias Lda”

The Portuguese operating company through which services, bookings, livery, retreats, and sales are executed.

“Lusitano Heritage Group Ltd”

The international entity supporting membership, branding, and certain financial or structural activities.

“Retreat”

Includes classical riding retreats, Seat of Presence retreats, wellness retreats, farm stays, combined training and wellness programs, or any multi-day hosted event.

“Clinic”

A riding clinic, masterclass, or training event offered on-site or off-site, including international clinics.

“Participant”

Any individual attending retreats, clinics, training sessions, farm stays, online programs, or events.

“Owner”

A person who places a horse in livery, training, or consignment with us.

“Member”

Any person subscribed to the Heritage Circle, Founder’s Circle, or other membership tier.

“Buyer / Purchaser”

A person purchasing a horse or product from us.

“Horse Sales Protocol”

The document outlining responsibilities, disclosures, PPE rules, agent roles, and purchase terms for horse sales facilitated by us.

“Property / Premises”

Refers to Vila Ascensão or any other premises used for retreats, clinics, livery, and training.

“Website”

Means www.lusitanohorsefinder.com

, www.lusitanoheritage.com

, our social media channels, and any digital platform used by us.

3. APPLICABILITY OF TERMS

These Terms apply to:

- All retreat participants
- All clinic and training attendees
- All livery clients and horse owners
- All horse buyers
- All visitors to our property
- All online training clients
- All shop customers (including Shopify and Ecwid)
- All members of any Heritage Circle tier
- All providers working on our premises (wellness, caterers, instructors)
- Anyone using our website or digital content

These Terms operate alongside:

- Our Privacy Policy
- Our Cookie Policy
- Our Photography & Content Use Policy

- Our Provider Agreements
- Our Livery Contracts
- Our Membership Agreements
- Retreat & Clinic-specific conditions
- Horse Sales Protocol
- Safety procedures posted on-site

4. GENERAL RULES OF SERVICE

4.1 Professional Conduct

We provide all services professionally, ethically, and to a high standard. Clients and participants must behave respectfully toward:

- Horses
- Staff
- Providers
- Instructors
- Other guests
- The property

We reserve the right to remove any person whose behaviour is unsafe, disruptive, or abusive, without refund.

4.2 Right to Refuse Service

We may refuse bookings or services where necessary to:

- maintain safety
- uphold welfare standards
- prevent overbooking
- protect horses or staff
- ensure alignment with our values and culture

No explanation is required.

4.3 Accuracy of Information Provided by Clients

Clients must provide:

- Accurate health and dietary information
- Riding experience details
- Emergency contacts
- Correct payment details
- Any relevant limitations

We accept no liability for issues arising from withheld or inaccurate information.

4.4 Updates to These Terms

We may modify these Terms at any time.

Updated Terms apply immediately upon publication on our website.

4.5 Governing Law

All services operate under **Portuguese law**, unless otherwise stated.

5. SAFETY, CONDUCT & PROPERTY RULES

Your safety, the welfare of the horses, and the protection of our environment and property are central to our operations.

All visitors, clients, participants, owners, and providers must comply with the following rules.

5.1 Mandatory Compliance with On-Site Safety Policies

You agree to comply with:

- Health & Safety procedures
- Fire Safety Instructions
- Accident & Emergency Procedures
- Yard Rules
- Retreat House Rules
- Stable and Arena Rules
- Any posted signs or verbal instructions

These on-site documents form part of these Terms.

Failure to follow safety instructions may result in removal from the premises without refund.

5.2 Behaviour Around Horses

Participants, visitors, and owners must:

- Approach horses only with permission
- Never feed horses without authorisation
- Follow staff instructions at all times
- Maintain calm, respectful behaviour
- Avoid sudden movements, shouting, or behaviours that may startle horse

We reserve the right to stop any session, lesson, retreat, or activity if we judge behaviour to be unsafe.

5.3 Personal Responsibility & Assumption of Risk

Working with and around horses involves inherent risks.

By entering the premises or participating in activities, you accept that:

- Horses are unpredictable
- Riding carries risk of injury
- Even well-trained horses can behave unpredictably
- You are responsible for your own safety and choices

You participate voluntarily and at your own risk.

5.4 Helmets & Riding Equipment

All riders **must wear**:

- CE-approved riding helmet
- Suitable footwear
- Appropriate riding attire

We are not responsible for providing riding equipment unless specified.

Riders not wearing approved equipment may be refused access to horses.

5.5 Retreat House, Stables & Property Conduct

Participants must:

- Respect quiet hours
- Use facilities responsibly
- Leave shared spaces clean
- Follow check-in/out times
- Avoid restricted areas
- Use equipment with care
- Keep personal belongings secure (we are not liable for theft or loss)

Damage caused by negligence will be charged to the client.

5.6 Dogs & Animals

For safety and welfare reasons:

Dogs are not permitted on the property, either indoors or outdoors, unless expressly authorised in writing for a specific purpose. This applies to all visitors, participants, and clients.

5.7 Fire Safety

You must:

- Familiarise yourself with fire exits
- Follow any evacuation instructions
- Not smoke on the property
- Not use candles, open flames, or personal heaters
- Not tamper with safety equipment

We reserve the right to charge for misuse or damage to fire safety systems.

5.8 Accidents & Reporting

Any accident, injury, or incident involving:

- people
- horses
- property

must be reported immediately to a member of staff. We maintain accident logs as part of our safety compliance.

5.9 Alcohol, Drugs & Behaviour

For safety:

- No alcohol before riding or horse handling
- No recreational drugs on site
- Misconduct, aggression, harassment, or unsafe behaviour will result in immediate removal without refund

We reserve the right to refuse participation to anyone we believe may pose a risk to themselves or others.

5.10 Environmental Care

Vila Ascensão is a protected natural environment. All clients agree to:

- Respect the land
- Protect ancient trees
- Dispose of waste responsibly
- Avoid damaging flora or fauna

We may charge for environmental damage caused by negligence.

6. WEBSITE USE & INTELLECTUAL PROPERTY

Your use of our websites, social media, images, texts, and digital content is governed by the following terms.

6.1 Intellectual Property Rights

Unless otherwise stated, all content on our website, social platforms, membership platforms, and retreat materials is owned by:

- Lusitano Heritage
- Proezas Diárias Lda
- Lusitano Heritage Group Ltd

This includes:

- Images
- Videos
- Logos
- Text
- Retreat materials
- Online course materials
- Training videos
- Seat of Presence content
- Designs, graphics, and layouts

All rights are reserved.

6.2 Prohibited Actions

You may **not**:

- Copy, reproduce, or distribute content
- Use images without permission
- Download or share online lesson recordings
- Use our name, brand, or materials for commercial purposes
- Publish content from retreats without permission
- Recreate or “teach” from our materials
- Use our content to develop competing services

Unauthorised use will be pursued legally, including charges for image misuse.

6.3 Acceptable Use of the Website

You agree not to:

- Engage in unlawful activity
- Upload or share harmful code
- Disrupt the website or booking systems
- Misrepresent your identity
- Attempt unauthorised access
- Use the site for commercial gain without permission

We may restrict access without notice.

6.4 Accuracy of Information

We strive for accuracy but cannot guarantee:

- that all information on the website is error-free
- availability of services or horses
- uninterrupted digital access

We reserve the right to update website content at any time.

6.5 Links to Third-Party Sites

Our website may contain links to third-party services (e.g., WeTravel, Stripe, Shopify).

We are not responsible for:

- their content
- their policies
- their performance

Users interact with third-party platforms at their own risk.

6.6 Digital Security

We use security measures to protect the website and your data, but we cannot guarantee:

- uninterrupted service
- 100% security

Users are responsible for securing their devices and connections.

7. RETREAT TERMS (Classical, Wellness, Seat of Presence & Farm Stays)

These terms apply to all retreats, including classical riding retreats, wellness retreats, farm stays, Seat of Presence, and combined programs.

7.1 Booking & Payment

- A **30% non-refundable deposit** is required to secure a place.
- The remaining balance is due **30 days before arrival**.
- Bookings made within 30 days of arrival require full payment.

Your booking is confirmed only once payment is received.

7.2 Cancellation by the Participant

Our standard retreat policy (Option A):

- More than 30 days before arrival → Deposit retained; balance refunded if paid.
- 30–14 days before arrival → 50% refund of total retreat fee.
- Less than 14 days → No refund.

No-shows receive no refund.

We strongly recommend travel insurance covering:

- cancellation
- riding accidents
- medical emergencies

7.3 Cancellation or Modification by Lusitano Heritage

We reserve the right to:

- change instructors or providers
- change retreat content
- reassign accommodation
- reschedule sessions due to weather or horse welfare
- switch horses for safety reasons

If we must cancel the entire retreat, you may choose:

- a full refund **OR**
- to transfer payment to another date

This is the extent of our liability.

7.4 Participant Health & Fitness

You must disclose:

- relevant health conditions
- dietary requirements
- mobility limitations
- allergies
- medical or emotional considerations relevant to riding or wellness activities

We may decline participation if we believe it is unsafe.

7.5 Riding Allocation

Horses are assigned based on:

- safety
- rider experience
- horse welfare

We may change horses at any time. There is **no guarantee** of riding duration, specific horses, or lesson formats.

7.6 Wellness Activities & Disclaimers

Activities may include:

- breathwork
- meditation
- tai chi / movement
- somatic exercises
- Seat of Presence sessions
- coaching or reflection practices

These are **not medical or psychological treatments**.

Participants must take personal responsibility for their physical and emotional wellbeing.

7.7 Property Access During Retreats

Participants may access:

- their assigned accommodation
- permitted retreat areas
- arenas during supervised sessions
- designated dining/wellness zones

Restricted areas include:

- private staff areas
- stables unless supervised
- paddocks
- machinery zones
- off-limits trails

7.8 Photography & Privacy

Participants may:

- take photos of themselves and their horses
- share approved images on social media
- request photos from staff when available

Participants may **not**:

- film or photograph other guests without consent
- publicly share retreat materials
- post instructional content derived from lessons
- use retreat content commercially

All retreat photos/videos taken by us remain our property.

8. CLINICS & DAY TRAINING TERMS

These terms apply to all on-site clinics, short training days, masterclasses, and visiting instructor sessions.

8.1 Booking & Payment

- Payment is required at time of booking or as specified by the clinic organiser.
- A place is confirmed only once payment is received.

8.2 Cancellation by Participant (Clinic Policy A)

- More than 7 days → 50% refund
- 7–2 days → 50% refund
- Less than 48 hours → No refund

Substitutions may be allowed upon request.

8.3 Cancellations or Changes by Lusitano Heritage

We may modify:

- instructors
- schedules
- grouping of riders
- horses allocated

If we cancel the entire clinic, a full refund is given.

8.4 Rider Safety & Equipment

Participants must wear:

- approved riding helmet

- suitable footwear
- appropriate attire

Unsafe behaviour or equipment may lead to removal without refund.

8.5 Horse Use

We assign horses based on safety. We may reassign horses at any time.

Participants riding their own horses must ensure:

- tack fits safely
- the horse is healthy, sound, and vaccinated
- they carry appropriate insurance

9. INTERNATIONAL CLINIC ORGANISER TERMS

(For clinics hosted outside Portugal with Nuno Cavaco or Lusitano Heritage trainers)

These terms apply **in addition to** the specific International Clinic Agreement provided to host organisers.

9.1 Host Responsibilities

The host must provide:

- suitable indoor or outdoor arena
- safe footing
- appropriate stable or tie-area
- water, rest areas, and facilities
- local emergency contacts

Hosts are responsible for obtaining any required permits or insurance.

9.2 Rider Participation & Conduct

Riders participating in international clinics must follow:

- all safety instructions
- helmet requirements
- instructor directions

We may refuse unsafe riders.

9.3 Clinic Fees & Payments

Organisers must ensure:

- timely payment of fees
- minimum rider numbers
- correct distribution of schedules

Deposits and fees are non-refundable unless the instructor cancels.

9.4 Photography, Filming & Branding

Hosts may not:

- film full lessons
- record instruction for resale
- use our branding commercially
- advertise clinics as “certification” unless approved

We will provide approved wording and images for promotion.

9.5 Instructor Substitution or Delay

If an instructor becomes ill or cannot travel:

- we may substitute an equivalent instructor
- we may reschedule the clinic

This is the extent of our liability.

10. RIDING LESSONS (ON-SITE)

These terms apply to private lessons, shared lessons, and ad-hoc training sessions at Vila Ascensão.

10.1 Booking & Payment

- Lessons must be pre-booked.
- Payment is due at booking or as agreed.

10.2 Cancellation

- 24 hours or more → lesson may be rescheduled
- Less than 24 hours → full fee charged

No-shows are fully chargeable.

10.3 Rider Responsibilities

Riders must:

- follow instructor guidance
- disclose relevant medical conditions
- wear approved helmet and riding boots
- comply with yard rules

We may refuse riders who are unfit, unsafe, or inappropriate for the lesson.

10.4 Horse Welfare Priority

We may:

- shorten sessions
- modify training
- switch horses
- stop lessons entirely

if horse welfare requires it.

11. ONLINE TRAINING & DIGITAL COACHING

These terms apply to Zoom lessons, video analysis, digital tutorials, and training packages.

11.1 Packages

Online training is sold in packages (e.g., 10 lessons).

Packages must be used within **6 months** unless otherwise stated.

Packages are non-refundable once the first session has been used.

11.2 Cancellation (Online Policy)

- Lessons may be rescheduled with at least **24 hours' notice**
- Less than 24 hours → full fee deducted
- No-shows → full fee deducted

11.3 Personal Responsibility & Safety

Clients must:

- ensure the riding area is safe
- check tack and equipment
- ride within their ability
- take responsibility for environmental hazards
- ensure audio/video is safely set up

We cannot intervene physically; therefore you ride **entirely at your own risk**.

11.4 No Medical or Veterinary Advice

Online coaching is:

- educational
- experiential
- supportive

It is **not**:

- medical treatment

- psychological therapy
- physiotherapy
- veterinary advice

We do not diagnose or prescribe.

11.5 Intellectual Property (Online Use)

You may **not**:

- record sessions
- download or share any recordings
- distribute materials
- teach from or recreate content
- extract techniques commercially

All digital content remains our property.

12. HORSES IN LIVERY & TRAINING

These terms apply to horses placed in training, schooling, or livery with us. Where a separate Livery Contract exists, its terms take precedence.

12.1 Notice Period

A minimum **30 days' written notice** is required to end livery or training services.

12.2 Owner Responsibilities

Owners must ensure:

- horse is fully vaccinated
- worming and farrier schedule is provided
- tack is in safe condition
- accurate behavioural and medical history is disclosed
- insurance is maintained (veterinary + third-party liability)

12.3 Lusitano Heritage Responsibilities

We provide:

- daily care
- appropriate feeding
- turnout where applicable
- arena access
- professional training as agreed

We do not guarantee:

- competition results
- behavioural transformation
- future soundness
- training milestones

Progress depends on workload, horse temperament, and owner expectations.

12.4 Veterinary & Emergency Care

You approved the following clause:

“In emergencies, where delay could compromise the horse’s welfare, Lusitano Heritage may call a veterinarian without prior approval. All associated costs are charged to the owner.”

For non-emergency treatments, owner approval is sought when possible.

12.5 Inherent Risks

Owners acknowledge that:

- horses may become ill or injured
- training carries risk
- turnout carries risk
- shared spaces involve exposure to other horses

We are not liable for injury, illness, or loss unless caused by proven negligence.

12.6 Tack, Belongings & Loss

We are not responsible for loss or damage to:

- tack
- equipment
- personal belongings
- rugs, boots, or accessories

unless damage was caused by our negligence.

13. MEMBERSHIP TERMS (Heritage Circle & Founders Circle)

These terms apply to all membership tiers offered by Lusitano Heritage, including the Heritage Circle, Founder’s Circle, and any future membership levels.

13.1 Membership Options & Billing

Memberships may be offered:

- monthly
- annually
- as one-off founder contributions

By subscribing, you agree to recurring billing unless otherwise stated.

Annual memberships are **non-refundable** after the initial cooling-off period (14 days under EU law).

Monthly memberships renew automatically until cancelled.

13.2 Cancellation of Membership

You chose **Option A**:

- **Monthly memberships:** may be cancelled at any time.
Cancellation stops future billing only; past payments are non-refundable.
- **Annual memberships:** run for the full term and are non-refundable after the first 14 days.

Cancellations must be made in writing or through the membership portal (when available).

13.3 Membership Benefits

Membership benefits may include:

- access to exclusive content
- priority booking
- invitations to events
- discounted stays or lessons
- member community access
- early access to announcements
- participation in heritage projects

All benefits are subject to availability and may change at any time.

Membership does not guarantee access to retreats, horses, or instructors on specific dates.

We reserve the right to modify, add, or remove membership benefits as needed.

13.4 Conduct & Community Guidelines

Members agree to:

- behave respectfully
- protect confidentiality of other members
- not misuse access or content
- not attempt to commercialise materials or techniques

We may terminate membership immediately, without refund, for:

- disrespectful behaviour
- harassment
- unsafe practices
- violation of IP or content rules
- community disruption

13.5 Intellectual Property Within Membership

All membership content, including:

- videos
- recordings
- Seat of Presence materials
- articles
- training guides
- digital downloads

remains the property of Lusitano Heritage.

Members may not:

- share content
- download or redistribute materials
- use content for teaching or commercial use
- copy or reproduce any part of the membership portal

Violation may result in legal action.

13.6 Membership is Not Therapeutic or Medical

Membership programs may involve:

- mindfulness
- reflection
- movement
- breathing practices

These are **not** medical or psychological treatments.

14. THE LUSITANO SHOP – ONLINE STORE TERMS

These terms apply to the Lusitano Shop whether operated through Ecwid, Shopify, or other platforms.

14.1 Ordering & Availability

By placing an order, you agree that:

- you are over 18
- you provide accurate details
- you have authority to use the payment method

All products are subject to availability and confirmation of price.

14.2 Pricing & Payment

Prices may change without notice.

Payment must be made in full at checkout.

Customs duties or import taxes are the buyer's responsibility (non-EU shipments).

14.3 Shipping & Delivery

Delivery times vary depending on destination.
We are not responsible for delays due to:

- postal services
- customs
- weather
- force majeure events

14.4 Returns & Refunds (Your chosen structure: Option C)

In compliance with EU consumer law:

- The customer has **14 days** from receiving the item to request a return.
- The product must be returned unused and in saleable condition.
- Shipping costs for returns are the buyer's responsibility.
- Refunds are issued after inspection of returned items.

Custom-made, personalised, or bespoke items are non-returnable.

14.5 Faulty or Incorrect Goods

If a product is faulty or incorrect:

- notify us within 14 days
- provide photos if relevant
- we will offer replacement or refund

14.6 Intellectual Property

All product designs, branding, and descriptions remain our property.

15. HORSE SALES TERMS

These terms apply to all horse sales facilitated by Lusitano Heritage or Proezas Diárias Lda.

They operate **in addition** to the **Seller-Agent-Buyer Protocol**, which is legally incorporated by reference into these Terms.

15.1 “As Seen and Tried” Basis

All horses are sold:

“as seen, tried, and vetted by the buyer, without warranty of future soundness, behaviour, or performance.”

We do not guarantee:

- future health

- suitability
- behaviour under different riders
- long-term performance

15.2 PPE (Pre-Purchase Examination)

- PPE is entirely the buyer's responsibility.
- Buyers choose their own vet.
- We do not interfere with the vet's findings.

We provide information **in good faith** based on owner disclosure.

15.3 X-Rays, Records & Disclosure

We do not guarantee access to:

- historical x-rays
- previous buyer's reports
- veterinary histories not provided by owners

Only seller-owned materials can be shared.

This avoids data-sharing violations and misinformation.

15.4 Trials & Riding Safety

Riding or handling horses for sale is done **at the buyer's own risk**.

Buyers must:

- wear approved safety equipment
- ride within their abilities
- follow staff instructions

We may refuse rides if safety is a concern.

15.5 Commission & Fees

Commission rates are set out in the **Seller-Agent-Buyer Protocol**.
Fees are due upon completion of sale.

15.6 Transport & Export

Buyers are responsible for:

- arranging transport
- export tests (e.g., Piroplasmosis, CEM)
- customs fees
- quarantine arrangements (if needed)

We assist but are not liable for transport or export issues.

15.7 Liability

We are not liable for:

- accidents during trials
- injuries caused by horses
- veterinary results
- post-purchase issues
- behavioural changes
- illness or injury after sale

This is standard equine legal practice.

16. PAYMENTS, DEPOSITS & BILLING

These Terms govern all payments made to Lusitano Heritage / Proezas Diárias Lda.

16.1 Accepted Payment Methods

- Bank transfer
- Card payments (Stripe)
- WeTravel checkout
- Shopify store payments
- Cash only when authorised

16.2 Deposit Requirements

Deposits are:

- non-refundable
- required to secure services
- applied toward total balance

This applies to:

- retreats
- clinics
- training
- some memberships
- horse sales (where applicable)

16.3 Final Payments

Final balances must be paid:

- 30 days before retreat arrival
- at time of clinic booking or 7 days before
- monthly in advance for livery
- before dispatch for shop purchases
- as per agreement for horse sales

16.4 Late Payments

We reserve the right to:

- apply late fees
- restrict participation
- suspend livery or training
- withhold goods
- pursue overdue accounts legally

17. CANCELLATION POLICIES (SUMMARY)

Full details are provided in earlier sections, but this section consolidates the rules.

17.1 Retreats (Option A)

- Deposit: non-refundable
- 30–14 days: 50% refund
- <14 days: no refund

17.2 Clinics & Day Lessons

- 7 days: 50% refund
- <48 hours: no refund

17.3 Riding Lessons (On-Site)

- 24 hours required for rescheduling
- <24 hours: full fee

17.4 Online Training Packages

- 24 hours for rescheduling
- no refunds on used sessions
- package expires in 6 months

17.5 Memberships

- Monthly: cancel anytime, no refunds for past months
- Annual: non-refundable after 14 days

18. LIABILITY, WAIVER & INSURANCE

This is one of the most important sections for your legal protection.

18.1 Assumption of Risk

Clients acknowledge that:

- horses are unpredictable
- riding carries inherent risks
- wellness activities may cause emotional responses
- accidents may occur despite precautions

Participation is voluntary and at your own risk.

18.2 Waiver Requirement

All participants must sign our **digital Waiver & Release Form** before engaging in:

- riding
- clinics
- retreats
- wellness activities
- handling horses
- online training

Failure to sign results in refusal of participation.

18.3 Insurance Requirement

We strongly recommend appropriate insurance covering:

- medical expenses
- riding accidents
- travel
- property loss
- veterinary care for owners' horses
- third-party liability

Owners must carry insurance for their horses.

18.4 Limitation of Liability

To the fullest extent permitted by law, Lusitano Heritage / Proezas Diárias Lda are **not liable** for:

- personal injury
- loss of property
- illness
- emotional or physical reactions to wellness sessions
- accidents involving horses
- cancellation due to weather or welfare
- actions of third-party providers
- incorrect information provided by owners or buyers
- injuries arising during online training

We are liable only for proven negligence.

18.5 Force Majeure

We are not responsible for delays or cancellations caused by events outside our control, including:

- severe weather
- illness or injury of horses
- instructor illness
- travel disruptions
- fire or natural disaster
- pandemics
- governmental restrictions

Refunds or rescheduling may be offered at our discretion.

19. PHOTOGRAPHY, FILMING & CONTENT USE

These rules protect your privacy, other guests, and all intellectual property generated at Lusitano Heritage.

19.1 Personal Photography

Participants may:

- take personal photos or videos of themselves
- capture images of the horse they are riding
- share approved images on social media
- request staff to take photos when available

19.2 Restrictions

Participants **may NOT**:

- film or photograph other guests without their explicit permission
- film instructors during full lessons
- record training sessions for commercial use
- share retreat materials or teaching content
- copy or replicate Seat of Presence practices
- publish recordings of online training
- use Lusitano Heritage branding without approval

19.3 Professional Photography or Filming

Any commercial or professional:

- filming
- photography
- interviews
- brand collaborations
- content creation

must be authorised in writing. We may charge location or usage fees.

19.4 Content Created by Lusitano Heritage

Photos or videos captured by our team may be used for:

- marketing
- social media
- publications
- promotions
- storytelling

If you prefer not to appear in media, you must notify us in writing **before** the retreat or session begins.

We will always honour this request.

20. DATA PROTECTION, PRIVACY & COOKIES

All data processing is governed by our GDPR-compliant:

- Privacy Policy
- Cookie Policy
- Data Retention Schedule

These are incorporated into these Terms by reference.

20.1 Data Collected

We collect information necessary for:

- bookings
- safety
- horse welfare
- membership
- shop transactions
- communication
- legal compliance

20.2 Third-Party Services

We use:

- Stripe
- WeTravel
- Shopify/Ecwid
- Mailchimp
- Google Analytics 4
- Website hosting providers

These services process data in compliance with GDPR.

20.3 Data Rights

Users may request:

- access
- correction
- deletion
- restriction
- portability

as described in our Privacy Policy.

20.4 Storage & Security

We take reasonable measures to safeguard personal data but cannot guarantee absolute security.

21. PROVIDER & SUPPLIER TERMS

(Including wellness providers, caterers, instructors, contractors)

These terms apply to all external service providers working with Lusitano Heritage.

21.1 Provider Requirements

Providers must:

- comply with safety rules
- hold required insurance
- act professionally
- respect our property and staff
- follow agreed schedules
- keep client information confidential
- comply with retreat-specific instructions

21.2 Caterers

Caterers must:

- conduct site visit if needed
- comply with health and safety requirements
- deliver food that meets agreed specifications
- manage allergens professionally
- provide deposit and accept cancellation terms
- deliver meals punctually
- use our dishware respectfully
- ensure hygiene and waste management

We provide:

- plates, cutlery, glasses
- serving dishes

- two hot plates
- small fridge
- dishwasher

Not full cooking facilities.

21.3 Visiting Instructors & Wellness Providers

Providers acknowledge:

- They are not medical professionals unless stated
- They must practice within their expertise
- They must not diagnose or prescribe
- They share responsibility for maintaining participant safety

We reserve the right to remove any provider who acts unsafely or unprofessionally.

21.4 Intellectual Property (Providers)

Providers may not:

- use Lusitano Heritage branding without permission
- record or publish retreat materials
- teach from our Seat of Presence methods
- share internal documents

A separate Provider Agreement may apply.

22. MODIFICATIONS TO SERVICES & TERMS

We may:

- update retreat content
- change instructors
- modify membership benefits
- update shop products
- adjust pricing
- evolve our offering
- revise these Terms

Changes take effect when published on our website. Continued participation constitutes acceptance.

23. GOVERNING LAW & DISPUTE RESOLUTION

These Terms are governed by **Portuguese law**. In case of dispute:

- We aim to resolve amicably first
- If unresolved, disputes fall under the jurisdiction of the Portuguese courts

For international sales or clinics, additional governing laws may apply in specific contracts.

24. CONTACT DETAILS

For questions, support, or requests:

Proezas Diárias Lda

Praceta Dr. Eduardo Vieira de Mascarenhas 3,
R/C Dto
2640–800 Mafra, Portugal
Email: info@lusitanoheritage.com

Additional contact details may be provided for specific programs or membership.

25. APPENDIX A – WAIVER & RELEASE FORM

All participants in:

- retreats
- clinics
- riding lessons
- online training
- wellness sessions
- farm stays

must complete our **Waiver & Release Form**.

The waiver includes:

- assumption of risk
- rider safety declaration
- emergency contacts
- medical disclosure
- acceptance of personal responsibility

A link will be added here for your digital waiver once published.

26. APPENDIX B – HORSE SALES PROTOCOL

Horse sales facilitated by Lusitano Heritage / Proezas Diárias Lda are governed by:

The Seller–Agent–Buyer Protocol, which includes:

- commission structure
- disclosures by sellers
- PPE rules
- agent roles
- X-ray and information sharing boundaries
- buyer responsibilities
- liability limitations

This Protocol forms part of these Terms and is legally binding.