



## TERMS AND CONDITIONS

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## Our terms

### 1 **These terms**

1.1 **What these terms cover.** These are the terms and conditions on which we supply training services to you. The training course or set of courses you have selected will be called the "**Course**" in these terms. Our services in supplying this Course to you will be referred to as the "**services**".

1.2 **Why you should read them.** Please read these terms carefully before you submit your order to us. These terms tell you who we are, what the Course is, how we will provide the services to you, how you and we may change or end this Agreement, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

### 2 **Information about us and how to contact us**

2.1 **Who we are.** We are **THE HORSE TRUST**, a company limited by guarantee, incorporated and registered in England and Wales with company number 00347417 (registered charity number 231748) whose registered office is at The Home of Rest for Horses, Slad Lane, Princes Risborough, Buckinghamshire, HP27 0PP ("**The Horse Trust**").

2.2 **How to contact us.** You can contact us by telephoning our training and education team at 01494 540029 or by writing to us at email: [training@horsetrust.org.uk](mailto:training@horsetrust.org.uk) or by post at The Home of Rest for Horses, Slad Lane, Princes Risborough, Buckinghamshire, HP27 0PP.

2.3 **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address you provided to us in your order.

2.4 **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.



### 3 **Our Agreement with you**

- 3.1 **How we will accept your order.** Our acceptance of your order will take place when we email you to accept it, at which point a contract will come into existence between you and us on the terms set out here. We will call that agreement "**This Agreement**".
- 3.2 **If we cannot accept your order.** If we are unable to accept your order, we will inform you of this in writing and will not charge you for the services. This might be because of unexpected limits on our resources which we could not reasonably plan for, because you do not meet our criteria for the Course for any reason, because we have identified an error in the price or description of the Course or for other reasons we are unable reasonably to control.
- 3.3 **We only provide our services to customers in England and Wales.** Our website is solely for the promotion and delivery of our Courses in England and Wales. Unfortunately, we do not accept orders from addresses outside England and Wales. This is because the equine welfare laws that we consult to structure and create our Courses apply only in England and Wales

### 4 **Our services**

- 4.1 **We provide training and educational Courses.** The Course will be made up of our delivery to you in accordance with this Agreement of the services, that is, online training and educational services having the principal features which are set out on our website prior to your ordering the same and our accepting your order. For Courses which involve your coming to our premises in order to learn how practically to deal with horses or related issues in a real environment (which we will refer to as a "**Practical Element**") our services will include training and related services in relation to that Practical Element as well, again, subject to this Agreement. Except for any Practical Element where applicable the Course will be delivered by way of online teaching using our virtual learning platform which we call the "**VLP Moodle**". You need to ensure that you have adequate access to the internet to be able to take part in the Course at all times in order to take part.
- 4.2 **Terms on which we provide the Services.** In providing the services, we will:



- 4.2.1 Provide you with a user name and password enabling you to access the virtual learning platform (the VLP Moodle).
- 4.2.2 Input all educational and/or training resources and materials which we consider are reasonably required for the Course onto the VLP Moodle in a way that makes the same available to you and endeavour to make these resources as interactive, evidence based, relevant and user friendly as possible.
- 4.2.3 Use reasonable endeavours to ensure the availability and functionality of the VLP Moodle and any and all materials on it, provided always that we shall not be liable for any errors, inaccuracies or defects caused by any faults or failures in the transmission of such materials and/or information over electronic networks, or any interruption or impairment to the accessibility or functionality of the VLP Moodle not caused solely by our negligence.
- 4.2.4 Review and monitor your progress on the Course on what we reasonably consider is a sufficiently regular basis and provide what we reasonably consider to be appropriate and adequate educational and/or training resources, training, assessment, and support and guidance throughout the your engagement with the Course in such a way as we reasonably consider fulfils the requirements of a learner in your position.
- 4.2.5 Review, monitor and update our educational and/or training resources as we reasonably consider appropriate from time to time to ensure you get up to date information in relation to the Course.
- 4.2.6 Provide what we reasonably consider to be appropriate and adequate resources, facilities and training by way of the VLP Moodle to encourage you to meet the standards and needs of the Course.
- 4.2.7 Provide you with what we reasonably consider to be appropriate and adequate opportunities for access to any relevant persons involved in the administration and teaching of the Course in order to assure the quality of the Course.
- 4.2.8 Where the Course includes any Practical Element that is taught at our premises or the premises of any of our partner organisations:



- 4.2.8.1 Do all things reasonably required in order to provide as far as reasonably practicable a safe and appropriate working environment for the services to be provided;
- 4.2.8.2 Maintain operational first aid equipment and facilities and ensure so far as is reasonably practicable that you and all fellow learners know what to do in case of an accident or emergency arising;
- 4.2.8.3 Maintain up to date risk assessments which we reasonably consider to be appropriate and adequate in all the circumstances;
- 4.2.8.4 Ensure that an effective, competent person is responsible for supervision and training of you and all fellow learners while at the relevant premises.
- 4.2.8.5 Provide free of charge what we reasonably consider to be appropriate and adequate personal protective equipment relevant to specific tasks where you do not have your own.
- 4.2.9 Handle all data of and relating to the you sensitively and in accordance with the terms of clause 17.
- 4.2.10 Treat you with respect and according to your needs regardless of sex, race, ethnic origin, religion, age or sexual orientation.
- 4.2.11 Take all reasonable precautions to ensure so far as is reasonably practicable that you do not undertake any activity beyond your physical ability and aptitude.

## 5 **Your obligations to us**

### 5.1 You will throughout your engagement in the Course:

#### 5.1.1 Observe and abide by

##### 5.1.1.1 The terms of this Agreement;

- 5.1.1.2 Any and all terms and conditions relating to the use of the VLP Moodle including but not limited to any Terms of Use, Privacy Policy and Acceptable Use Policy relating to the same;
- 5.1.1.3 (Where the Course includes any Practical Element that is taught at our premises or the premises of any of our partner organisations' premises) any terms and conditions of entry to any premises belonging to or used by us and/or any of our partner organisations to which you are admitted as part of the Course;
- 5.1.2 Respect and not infringe in any way the copyright or other intellectual property rights of any nature in any of the information, documents, videos, audio recordings, graphics, photographs and other materials in any form or medium making up any of the educational and/or training and/or assessment materials used by us in relation to the Course, the VLP Moodle and/or any document or communication in any form or medium provided to you by us or on our behalf at any time in connection with the Course (all together, the “**Materials**”), and in particular:
- 5.1.2.1 Not make any copy of any of the Materials except for your personal private study purposes in accordance with this Agreement;
- 5.1.2.2 Not use in any way, adapt, translate or disclose to or communicate to any person by any means any of the Materials except as required by the Course or otherwise as authorised by us;
- 5.1.2.3 Not make any of the Materials accessible to any person other than strictly as required by the Course or otherwise as authorised by us.
- 5.1.3 Where the Course includes any Practical Element that is taught at our premises or the premises of any of our partner organisations, attend at such places and such times as are reasonably agreed between you and us for such practical training days and assessments requiring attendance at our premises or the premises of any of our partner organisations as are required in relation to the Course, and, when attending any such premises and/or events:



- 5.1.3.1 Abide by any and terms and conditions of entry, Health and Safety Policies, rules and regulations and instructions from any of our employees or representatives that apply to the same;
- 5.1.3.2 Adhere to our requirements regarding personal protective equipment at all times;
- 5.1.3.3 Take all reasonable care and precautions to ensure your own health and safety and that of all other participants in any activity taking place together with the safety and welfare of any horses involved.
- 5.1.4 Allow us access to and the right to use any data, reports, assessments, work or information produced by you in or in relation to the Course for all purposes of the Course.
- 5.1.5 Provide full and honest information and answers to any question or enquiry from us or our representatives about your competence, experience and/or ability and/or aptitude in relation to any matters relevant to the Course and give us any information, data or documentation required at any time by us for the purposes of supporting your learning within the Course.
- 5.1.6 Undertake the Course in good faith, in compliance with our academic integrity policies from time to time and to the best of your ability, including by completing the relevant actions identified as required from you on the VLP Moodle.
- 5.1.7 Make yourself available and prepared to engage with any assessors and Course tutors appointed by us in the teaching of the Course at appropriate, reasonable and mutually agreed times either via e-mail, phone or in person in order to receive support, updates and complete all components of the Course.
- 5.1.8 Where the Course includes any Practical Element that is taught at our premises or the premises of any of our partner organisations allow us to undertake observations (including where applicable the filming, photographing and/or recording) of training and assessment activities and internal and external quality assurance procedures as and when required by us, and you hereby consent unconditionally to us making any use we (acting reasonably and lawfully) see fit of



any films, photographs or recordings of or including you. You specifically agree that any such films, photographs or recordings may be used by us

5.1.8.1 as part of or within any of the information, documents, videos, audio recordings, graphics, photographs and other materials in any form or medium making up any of the educational and/or training and/or assessment materials used by us in relation to any education and/or training courses operated us at any time and/or

5.1.8.2 as part of the VLP Moodle, and/or

5.1.8.3 with our chosen partners and/or for the purposes of any appropriate archive maintained by us and/or our chosen partner(s) for the purpose of education, training or scholarship,

in each case without restrictions of any kind. For the avoidance of doubt, any consent given by you under this clause 5.1.8 is given without prejudice to your right to withdraw consent pursuant to any applicable laws relating to data protection, to which the terms of clause 17 shall apply.

5.1.9 Notify us of any change of circumstances relating your employment or other circumstances during the Course and of all current telephone, mobile telephone and email details from time to time.

5.1.10 Pay any and all relevant fees and costs of and relating to the Course in advance of commencing the Course.

5.1.11 Take responsibility for the organisation, planning and execution of all your own learning activities.

5.1.12 Conduct yourself at all times while engaged in any way with the Course in a way which respects the rights of others and complies with any and all rules and etiquette (and any and all relevant terms and conditions) on the VLP Moodle and/or in any other forum when communicating or participating in any way with others in forums and any other group activities.





5.2 You confirm to us that any and all information about your levels of skill, experience, ability and aptitude provided to us prior to entering into this Agreement were and are true, complete and accurate in all respects, and you acknowledge that we have entered into this Agreement in reliance on that information and the confirmation given in this clause. You will disclose to us any fact, matter or circumstance that occurs or arises at any time during which this Agreement remains in force, including but not limited to any accident, illness or medical condition, which may affect in any way your levels of skill, experience and physical ability and aptitude and/or your ability to participate in any Practical Element that is taught at our premises or the premises of any of our partner organisations in any way.

5.3 You acknowledge and agree that any and all copyright, design rights, trade marks, patents, database rights, rights in relation to confidential information and other rights of intellectual property of any nature (including any rights of action or rights to apply for any form of registration or protection) in and in relation to the Materials, any and all training materials of any nature used by us in and in relation to the Course and any materials of any nature created by us as referred to at clause 5.1.8 throughout the world and for the entire duration of the same shall belong to us absolutely, and nothing in this Agreement shall have the right of granting any right or licence in respect of the same save as specifically set out in this Agreement.

## 6 **Your rights to make changes**

6.1 If you wish to change the Course, you have ordered please contact us. We will let you know if the change is possible. If it is possible, we will let you know about any changes to the price of the Course, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the contract (see clause 11 - Your rights to end the contract).

## 7 **Our rights to make changes**

7.1 **Minor changes to the services.** We may change the services and/or the Course:



7.1.1 to reflect changes in relevant laws and regulatory requirements such as the law relating to equines which forms any part of the Course; and

7.1.2 to implement minor technical adjustments and improvements, for example to address a security threat. These changes will possibly mean that the Course may take longer to complete if additional material has to be introduced.

7.2 **More significant changes to the Course and this Agreement.** In addition, we may make the following changes to this Agreement or the Course, but if we do so we will notify you and you may then contact us to end this Agreement before the changes take effect and receive a refund for any Course paid for but not received:

7.2.1 We may cease to provide any Course if the same ceases to be viable from a point of view of cost or resources.

## 8 **Providing the services**

8.1 **When we will provide the services.** We will begin to provide the services on the date set out in the order. The estimated completion date for the services is the date on which you complete or abandon the Course, or you end this Agreement as described in clause 11 or we end this Agreement by written notice to you as described in clause 13, or the date falling three calendar months after we began supplying the services.

8.2 **We are not responsible for delays outside our control.** If our supply of the services is delayed by an event outside our control, then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end this Agreement and receive a refund for any services you have paid for but not received.

8.3 **What will happen if you do not give required information to us.** We may need certain information from you so that we can supply the services to you, for example, your full personal and contact details. If so, this will have been stated in the description of the Course on our website. We will contact you in writing to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end this Agreement (and clause 13.1



will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the services late or not supplying any part of them if this is caused by you not giving us the information, we need within a reasonable time of us asking for it.

**8.4 Reasons we may suspend the supply of services to you.** We may have to suspend the supply of services to:

8.4.1 deal with technical problems or make minor technical changes;

8.4.2 update the Course to reflect changes in relevant laws and regulatory requirements;

8.4.3 make changes to the Course as requested by you or notified by us to you (see clause 7).

**8.5 Your rights if we suspend the supply of services.** We will contact you in advance to tell you we will be suspending supply of the services, unless the problem is urgent or an emergency. If we have to suspend the services for longer than four weeks in any eight weeks we will if and where necessary, adjust the price so that you do not pay for services while they are suspended. You may contact us to end this Agreement if we suspend the services, or tell you we are going to suspend them, in each case for a period of more than six weeks and we will refund any sums you have paid in advance for the services in respect of the period after you end this Agreement.

**8.6 We may also suspend supply of the Course if you do not pay.** If you do not pay us for the services when you are supposed to and you still do not make payment within 21 days of us reminding you that payment is due, we may suspend supply of the services until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the services. We will not suspend the supply of the services where you dispute the unpaid invoice. We will not charge you for the services during the period for which they are suspended. As well as suspending the services we can also charge you interest on your overdue payments. We may also, either instead of suspending the services or at any time following suspending the services under this clause 8.6, terminate this Agreement under clause 13.1.1.



## 9 Right to cancel

- 9.1 You have the right to cancel this Agreement within 14 days of the date on which it comes into existence as set out at clause 2.1 without giving any reason.
- 9.2 The cancellation period will expire after 14 days from that date.
- 9.3 To exercise the right to cancel, you must inform us by fax: 01494 488767 or email: [training@horsetrust.org.uk](mailto:training@horsetrust.org.uk) of your decision to cancel this Agreement by a clear statement (e.g. a letter sent by post, fax or e-mail). You may use the model cancellation form attached at Schedule 1, but it is not obligatory.
- 9.4 To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

## 10 Effects of cancellation

- 10.1 If you cancel this Agreement under your rights set out at clause 9, we will reimburse to you all payments received from you in relation to the Course, subject to the terms below.
- 10.2 We will make the reimbursement without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel this Agreement.
- 10.3 We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, no person will incur any fees as a result of the reimbursement.
- 10.4 If you requested us to begin the performance of the services during the cancellation period, or if you began the Course during the cancellation period, you shall pay to us an amount which is in proportion to what has been performed until you communicated to us your cancellation of this Agreement, in comparison with the full extent of the Course, which may be the entire amount if the Course has been completed in that time.



## 11 Your rights to end this Agreement

11.1 **You can always end this Agreement with us.** Your rights when you end this Agreement will depend on the services you have bought, whether there is anything wrong with them, how we are performing and when you decide to end this Agreement:

11.1.1 **If the services are faulty or misdescribed you may have a legal right to end this Agreement** (or to get a service re-performed or to get some or all of your money back), **see** clause 14;

11.1.2 **If you want to end this Agreement because of something we have done or have told you we are going to do, see** clause 11.2;

11.1.3 **If you have just changed your mind about the services see** clause 9. You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions;

11.1.4 **In all other cases (if we are not at fault and there is no right to change your mind), see** clause 11.3.

11.2 **Ending this Agreement because of something we have done or are going to do.** If you are ending this Agreement for a reason set out at 11.2.1 to 11.2.5 below this Agreement will end immediately on expiry of the your written notice and we will refund you in full for any services which have not been provided or have not been properly provided. The relevant reasons are:

11.2.1 We have told you about an upcoming change to the services, the Course or the terms of this Agreement which you do not agree to;

11.2.2 We have told you about an error in the price or description of the services you have agreed to receive, and you do not wish to proceed;

11.2.3 There is a risk the services may be significantly delayed because of events outside our control;



11.2.4 We suspend the services for technical reasons, or notify you that we are going to suspend them for technical reasons, in each case for a period of more than six weeks; or

11.2.5 You have a legal right to end this Agreement because of something we have done wrong.

11.3 If you are not ending this Agreement for one of the reasons set out in clause 11.2, this Agreement will end immediately on expiry of your written notice, but we may refuse to refund any fees paid in advance as a way of charging you reasonable compensation for the net costs we will incur as a result of your ending this Agreement.

11.4 If you are exercising your right to change your mind within 14 days and receive a refund, these rights, under the Consumer Contracts Regulations 2013, are explained in more detail in this Agreement at clauses 9 and 10.

## 12 **How to end this Agreement with us (including if you have changed your mind)**

12.1 **Tell us you want to end this Agreement.** To end the contract with us, please let us know by doing one of the following:

12.1.1 **Fax or email.** Please write to us by fax: 01494 488767 or email: [training@horsetrust.org.uk](mailto:training@horsetrust.org.uk). Please provide your name, email address, details of the Course you have selected and your phone number.

12.1.2 **By post.** Simply write to us at The Home of Rest for Horses, Slad Lane, Princes Risborough, Buckinghamshire, HP27 0PP, including details of the Course and your name and address.

## 13 **Our rights to end this Agreement**

13.1 **We may end this Agreement if you break it.** We may end this Agreement at any time immediately by service of notice in writing to you if:

13.1.1 You do not make any payment to us when it is due, and you still do not make payment within 21 days of our reminding you that payment is due;



- 13.1.2 You do not, within 21 days of receiving a reminder from us to respond to the enquiry by us asking for it, provide us with information that is necessary for us to provide the services, for example, information relating to your relevant experience and aptitude;
- 13.1.3 You fail to comply with your obligations under this Agreement or breach any of the terms of this Agreement and (where that failure or breach can be put right) fail to put that breach right within 21 days of receiving notice from us of the failure or breach and the steps needed to put it right;
- 13.1.4 You breach the terms referred to at clause 5.1.1.2 in relation to the VLP Moodle;  
or
- 13.1.5 You have not completed the Course within three calendar months following the date on which this Agreement came into existence for any reason.
- 13.2 **You must compensate us if you break this Agreement.** If we end this Agreement in the situations set out in clause 13.1 we will refund any money you have paid in advance for services we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking this Agreement.
- 14 **If there is a problem with the services**
- 14.1 **How to tell us about problems.** If you have any questions or complaints about the Course, please contact us. Please write to us by fax: 01494 488767 or email: [training@horsetrust.org.uk](mailto:training@horsetrust.org.uk). Please provide your name, email address, details of the Course you have selected and your phone number. We define a complaint as dissatisfaction with a service we have provided. This may require an informal or formal response. Any and all complaints should be made, and will be dealt with, in accordance with our Complaints Handling Policy, which is set out at Schedule Two.
- 14.2 **Summary of your legal rights.** We are under a legal duty to supply services that are in conformity with this Agreement. See below for a summary of your key legal rights in relation to the services. Nothing in this Agreement will affect your legal rights.





## Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website [www.adviceguide.org.uk](http://www.adviceguide.org.uk) or call 03454 04 05 06.

The Consumer Rights Act 2015 says:

- a) You can ask us to repeat or fix a service if it's not carried out with reasonable care and skill or get some money back if we can't fix it.
- b) If you haven't agreed a price beforehand, what you're asked to pay must be reasonable.
- c) If you haven't agreed a time beforehand, it must be carried out within a reasonable time.

## 15 Price and payment

- 15.1 **Where to find the price for the services.** The price of the services (which includes VAT where applicable) will be the price indicated on the order pages when you placed your order. We take all reasonable care to ensure that the price of the Course advised to you is correct. However please see clause 15.3 for what happens if we discover an error in the price of the Course you order.
- 15.2 **We will pass on changes in the rate of VAT.** If the rate of VAT changes between your order date and the date(s) we supply the Course, we will adjust the rate of VAT that you pay, unless you have already paid for the Course in full before the change in the rate of VAT takes effect.
- 15.3 **What happens if we got the price wrong.** It is always possible that, despite our best efforts, some of the services we provide may be incorrectly priced. We will normally check prices before accepting your order so that, where the correct price of the services at your order date is less than our stated price at your order date, we will charge the lower amount. If the correct price of the services at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order.



- 15.4 **When you must pay and how you must pay.** We accept payment with all major credit and debit cards. You must pay for the whole cost of the Course you select at the time of placing your order.
- 15.5 **What to do if you think an invoice is wrong.** If you think an invoice is wrong please contact us promptly to let us know.
- 16 **Our responsibility for loss or damage suffered by you**
- 16.1 **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with this Agreement, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the order process.
- 16.2 **You accept that we have never guaranteed any outcomes to you in relation to the services or this Agreement,** and you accept that your success or failure in the Course will depend upon your efforts and abilities. We will be responsible therefore for failure to provide the services where applicable in accordance with the terms of this Agreement, but will never have any liability to you as a result of your failure to complete the Course for any reason, or any liability connected in any way with (or arising out of) any loss, damage or disadvantage to you that is stated to have taken place as a result of your failure for any reason to complete the Course (such as, for instance, your failure to advance in your job or career).
- 16.3 **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the services including the right to receive services that are supplied with reasonable skill and care.
- 16.4 **We are not liable for business losses.** If you use the Course for any commercial or business purpose, we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.



16.5 **Where the Course includes any Practical Element that is taught at our premises or the premises of any of our partner organisations' premises** you acknowledge that those Practical Elements may involve contact between you and horses, together with other learners and related equipment and vehicles, in circumstances where the nature of the training being provided to you has to simulate or to create circumstances which are inherently risky or dangerous on account of the nature of horses as unpredictable animals. You have specifically selected the Course on the basis that it involves such highly specialised training and confirm to us that you have the relevant levels of skill, experience and physical ability and aptitude to undertake such elements of the Course. You therefore agree that the following provisions will apply:

16.5.1 We do not seek to exclude liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors, but you specifically acknowledge that the nature of the Course involves your participation in such training scenarios by its very definition, and understand the inherent risks and dangers of so doing;

16.5.2 You therefore agree that (in the absence of such liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors or any other liability we may not exclude by law arising) you shall have no right to seek compensation from us for any injury, loss or damage of any kind arising out of your participation in any such training; and

16.5.3 You acknowledge that in the extraordinary circumstances of this Agreement and the subject matter of the Course being training in equine handling and/or welfare, you have specifically considered this clause 16.5 and consider these terms to be reasonable terms for us to require so that we can provide training of the nature set out in the Course.

## 17 **How we may use your personal information**

17.1 **How we may use your personal information.** We will only use your personal information in accordance with our Privacy Policy, a copy of which has been provided to you in the process of placing your order. Without prejudice to the full effect of the Privacy Policy, the use made of your personal information in accordance with that Privacy Policy may include use by us made in order to:



- 17.1.1 Provide the services, including by way of the VLP Moodle;
- 17.1.2 Process your payment for such services;
- 17.1.3 Advance our legitimate interests as set out in our Privacy Policy including for purposes in connection with the design, administration and delivery of the Course and the development of services similar to the Course (including in respect of any materials referred to at clause 5.1.8 in accordance with the terms set out in that clause);
- 17.1.4 (subject to clause 17.2) permit appropriate use by our partner organisations in the design and delivery of the Course, namely, Redwings Horse Sanctuary (incorporated and registered in England and Wales under company number 03524502 the registered office of which is Norwich Road, Hapton, Norwich, Norfolk, NR15 1SP) or, The Society of Master Saddlers (incorporated and registered in England and Wales under company number 00894299 the registered office of which is Green Lane Farm, Green Lane, Stonham, Stowmarket, Suffolk, IP14 5DS) for their legitimate interests in connection with the design, administration and delivery of the Course and the development of services similar to the Course (including in respect of any materials referred to at clause 5.1.8 in accordance with the terms set out in that clause) subject always to the privacy policy of Redwings [set out **here**] [provided to you in the process of placing your order]; and
- 17.1.5 If you have agreed to this, to inform you about similar Courses or services that we provide, but you may stop receiving these communications at any time by contacting us.

17.2 We will only give your personal information to third parties where the law either requires or allows us to do so.

## 18 Other important terms

18.1 **We may transfer this Agreement to someone else.** We may transfer our rights and obligations under this Agreement to another organisation. We will contact you to let you know if we plan to do this. If you are unhappy with the transfer, you may contact us to end



the contract within 21 days of us telling you about it and we will refund you any payments you have made in advance for services not provided.

- 18.2 **You may not transfer your rights or obligations to any other person.** The Course is a training course that applies only to you, the learner.
- 18.3 **Nobody else has any rights under this Agreement.** This contract is between you and us. No other person shall have any rights to enforce any of its terms.
- 18.4 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of this Agreement operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 18.5 **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under this Agreement, or if we delay in taking steps against you in respect of your breaking this Agreement, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.
- 18.6 **Which laws apply to this contract and where you may bring legal proceedings.** This Agreement are governed by English law and you can bring legal proceedings in respect of the services in the English courts. If you live in Scotland, you can bring legal proceedings in respect of the services in either the Scottish or the English courts. If you live in Northern Ireland, you can bring legal proceedings in respect of the services in either the Northern Irish or the English courts.
- 18.7 **Complaints.** If you wish to make any complaint about the services, please use our Complaints Handling Policy which is attached as Schedule Two. Please see also the European Commission Online Dispute Resolution platform which is at: <https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&lng=EN>



**SCHEDULE ONE**  
**MODEL CANCELLATION FORM**

*(Complete and return this form only if you wish to withdraw from the contract)*

To: The Horse Trust – Training and Assessment Centre  
Home of Rest for Horses  
Slad Lane  
Speen  
Princes Risborough  
HP27 0PP  
01494 488464

[training@horsetrust.org.uk](mailto:training@horsetrust.org.uk)

I/The Horse Trust [\*] hereby give notice that I/The Horse Trust [\*] cancel my/the Horse Trust's [\*]  
contract of sale of the following goods [\*]/for the supply of the following service [\*],

Ordered on [\*/received on [\*],

Name of consumer(s),

Address of consumer(s),

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

Date

[\*] Delete as appropriate

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## SCHEDULE TWO

### Complaints Handling Policy

#### Complaints Policy

The Horse Trust endeavours to handle complaints fairly, consistently and try where possible to resolve this as quickly as is reasonably possible.

#### Stage 1.1

In the first instance, you should try to resolve the complaint informally by calling the Knowledge and Skills Team at The Horse Trust to discuss this with them so they have the chance to make things right.

#### Stage 1.2

If you feel the need to make a formal complaint in writing this should include: the details of the complaint, the consequences of this for you and how you would like this remedied. This should be e-mailed to: [training@horsetrust.org.uk](mailto:training@horsetrust.org.uk) or posted to: The Horse Trust, Home of Rest for Horses, Slad Lane, Speen, Princes Risborough, HP27 0PP and for the attention of Charlotte Launder. If posting a complaint letter this should be sent recorded delivery.

You can expect their complaint to be responded to within 14 working days.

#### Stage 2

If you feel your complaint in section 1.2 has not been dealt with in an appropriate manner, then you can contact the Chief Executive of The Horse Trust.

This should include: the details of the complaint, the consequences of this for you and how you propose that you would like this remedied, how your complaint was dealt with and how you would like this remedied.

This should be posted to: The Horse Trust, Home of Rest for Horses, Slad Lane, Speen, Princes Risborough, HP27 0PP and for the attention of The Chief Executive. If posting a complaint letter this should be sent recorded delivery.





### **SCHEDULE THREE**

### **Redwings Horse Sanctuary Privacy Policy**

Redwings Horse Sanctuary Privacy notice for supporters, Guardians and all other “data subjects”:

<https://www.redwings.org.uk/privacy-notice>