



## **Bishop Burton College**

### **Terms for the supply of Equine Therapy Services**

#### **1. Introduction (including Information about us)**

- 1.1 We are Bishop Burton College whose address is Bishop Burton College, York Road, Bishop Burton, Beverley, East Yorkshire, HU17 8QG. Our VAT number is 945755679. We operate the website <https://www.bishopburton.ac.uk/> (including the Bishop Burton College Equine Centre webpage accessible via <https://www.bishopburton.ac.uk/facilities-and-services/equine-centre/equine-facilities-and-services>).
- 1.2 If you wish to contact us for any reason, you can contact us by writing to us at the above postal address, by telephoning our Equine Therapy Facility on 01964 553087 or by e-mailing them at [equinetherapy@bishopburton.ac.uk](mailto:equinetherapy@bishopburton.ac.uk).
- 1.3 If we have to contact you or give you notice in writing, we will do so by e-mail or by pre-paid post to the address you provide to us in your order.
- 1.4 These Terms will apply to any contract between us for the supply of equine therapy services to you. Please read these Terms carefully, and make sure that you understand them, before ordering any equine therapy services from us. Please note that before placing an order you will be asked to agree to these Terms. If you refuse to accept these Terms, you must not order any equine therapy services from us.
- 1.5 You should print a copy of these Terms, or save them to your computer, for future reference.
- 1.6 We may amend these Terms from time to time. Every time you order any equine therapy services from us, the Terms in force at the time of your order will apply to the relevant contract between you and us so please check the Terms to ensure you understand the terms which will apply at that time. These Terms were most recently updated on 18 October 2022.

#### **2. Provision of Equine Therapy Services**

- 2.1 We provide equine therapy services ("**the Services**"). Before you place an order with us for any Services, you can find details about our Services (including what the Services are comprised of) on our following webpage: <https://www.bishopburton.ac.uk/facilities-and-services/equine-centre/equine-facilities-and-services>. We will also confirm certain key information to you by email after you order.
- 2.2 You are responsible for selecting the appropriate Services at the time of placing your order (i.e. booking). If you require any further information about the Services, please contact a member of our team using the contact details stated in section 1 above.
- 2.3 Services will be provided only during pre-booked time slots listed on our website (each such booking being a "**Therapy Session**"). All time slots are subject to availability. When placing an order, you may book a single Therapy Session or a series of up to 8 Therapy Sessions as part of the same order.

- 2.4 Therapy Sessions will be delivered by a suitably qualified member of the College's team. Please note however that to support our students through their qualifications and to give them insight into the commercial equine industry, Bishop Burton College students may be present at Therapy Sessions (up to a maximum of three students per Therapy Session). We will ask for your consent to the students being in attendance at Therapy Sessions when you place your order with us. Any College students in attendance at a Therapy Session will be observing only and no College student will deliver any part of a Therapy Session.
- 2.5 If we inform you that we require you to be present during any Therapy Session, you must accompany the horse throughout the entire Therapy Session or we may refuse to perform the Services. We will notify you on acceptance of your order should this be necessary.
- 2.6 Your horse must be free from clinical signs of sickness for the 48 hours immediately before the start time of each Therapy Session. We reserve the right to refuse to provide Services in respect of any horse brought onto our premises which we reasonably consider to fail this requirement, in which case you will be able to reschedule the relevant Therapy Session on one further occasion.
- 2.7 Our Services and each Therapy Session can only accommodate one horse at a time. If you have more than one horse, you must ensure that you place separate orders for each horse.
- 2.8 The time stated for each Therapy Session is inclusive of the time taken to get the horse into and out of the College's facilities (each of which typically takes around 10 minutes) and does not comprise the total time that the horse will spend in the facilities.
- 2.9 If you know that you are going to arrive late for any Therapy Session, please contact us to let us know. Please note that if you arrive for any Therapy Session more than 10 minutes after its scheduled start time and in the circumstances we cannot reasonably deliver that Therapy Session as a result of your late arrival, the Therapy Session will be treated as being cancelled without at least 24 hours' notice by you and we reserve the right to charge you for that Therapy Session under section 7.2 below.
- 2.10 Whilst we will use all reasonable endeavours to start each Therapy Session at the relevant scheduled start time, the actual commencement time of any Therapy Session may be delayed due to circumstances beyond our control or a previous appointment overrunning past its scheduled completion time. If any such delay to your Therapy Session starting is 30 minutes or more, you may cancel that Therapy Session and receive a full refund for that Therapy Session.

### **3. Order and Acceptance**

- 3.1 Our standard order procedures will guide you through the steps you need to take to place an order with us. Our order process allows you to check and amend any errors before submitting your order to us. Please take the time to read and check your order at each stage of the order process.
- 3.2 We will also ask you to provide us with information about your horse and the reasons for treatment. You will also be asked to declare if there is any behavioural reason why the Services could put people and/or other animals at risk or which may affect the College's performance of the Services. We cannot process customer orders until this additional information and declaration have been submitted to us. We also reserve the right to require a copy of your horse passport or loaner/sub-loaner contract prior to accepting your order.
- 3.3 We will contact you to acknowledge receipt of your order. However, please note that this does not mean that your order has been accepted. Our acceptance of your order will only take place when we contact you separately to specifically confirm acceptance of your order.

- 3.4 We may also need to contact you for further information about your horse before we can process your order, in which case a member of College staff will be in touch within 7 days following receipt of your order.
- 3.5 We will contact you to confirm if and when we have accepted your order. A contract between you and us will only be formed at this point.
- 3.6 We reserve the right to reject orders for any reason, including but not limited to where we consider that the information provided about your horse is incomplete or inaccurate or that the information provided by you indicates your horse will not be suitable for our Services for any reason.
- 3.7 Sometimes we reject orders for other reasons, for example, if you are located outside the UK or because the Services were mispriced by us. When this happens, we will let you know as soon as possible and refund any sums you have paid.

#### **4. Additional Customer Responsibilities**

- 4.1 By placing an order, you will be:
- a) confirming that you are the legal owner/loaner of the horse(s) in respect of which Services have been ordered; and
  - b) consenting to us undertaking and performing therapy treatment on the horse named in your order.
- 4.2 You are responsible for making sure that any and all information that you provide to us about you and any horse, is correct and complete.
- 4.3 If the Services are required by you for rehabilitation purposes, you are responsible for submitting to us a completed vet consent form (signed by your veterinary surgeon) in advance of the first Therapy Session.
- 4.4 We reserve the right to cancel or end a Therapy Session early if the Services cannot be performed during the Therapy Session because any information you have provided is incorrect, inaccurate or incomplete, or if you do not submit a completed vet consent form, horse passport or loaner/sub-loaner contract in advance of the Therapy Session where required as mentioned in section 4.3 above. We reserve the right to charge you in full and/or retain any sums previously paid for any Therapy Session which is cancelled or ended early by us in such circumstances.

#### **5. Charges and Payment**

- 5.1 Details of our charges and charging rates for our Services are available on our following webpage: <https://www.bishopburton.ac.uk/facilities-and-services/equine-centre/equine-facilities-and-services>.
- 5.2 You will be required to pay in full up front for each Therapy Session booked at the time of placing your order.
- 5.3 If it is not possible for us to obtain payment of any amount due using the payment details you have provided, we may reject your order. This does not affect your statutory rights.
- 5.4 You can pay for the Services using any major debit card or credit card.

- 5.5 We are unable to accept direct insurance payments. You are therefore responsible for paying for the Services yourself, with any subsequent claim for recovery of such sums from your insurance company being entirely your responsibility.
- 5.6 If we're unable to collect any payment you owe us, we may charge interest on the overdue amount at the rate of 4% a year above the Bank of England base rate from time to time. This interest accrues on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You will pay us the interest together with any overdue amount
- 5.7 If the rate of VAT changes between your order date and the date we supply any Services, we will adjust the rate of VAT that you pay, unless you have already paid in full before the change in the rate of VAT takes effect.

## **6. Cancelling your order**

- 6.1 For many services bought online, consumers have a legal right to cancel the contract under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 during the cancellation period referred to in section 6.2 below. This means that if, during that cancellation period, you (acting as a consumer) change your mind or decide for any other reason that you do not want to receive the Services ordered under the contract, you can notify us of your decision to cancel the relevant contract and receive a refund. Advice about your legal right to cancel in such way is available from your local Citizens' Advice Bureau or Trading Standards office.
- 6.2 If you are a consumer, you have until 14 days after the date on which we confirm acceptance of your order (see section 3.5 above) to cancel your order, but you lose the right to cancel any Services if they have been completed during that time (and you must pay for any Services that you agree for us to provide before the time that you cancel, the price of which will be deducted from any refund). If you cancel pursuant to this section 6 less than 24 hours prior to the scheduled commencement time of any Therapy Session booked to take place during such 14 day cancellation period, we will also deduct from your refund an amount in respect of our reasonable costs of reserving the time slot and preparing the facilities as part of our Services associated with that booking.
- 6.3 To cancel a contract in accordance with this section 6, you just need to let us know that you have decided to cancel. Please email us at [equinetherapy@bishopburton.ac.uk](mailto:equinetherapy@bishopburton.ac.uk) when exercising such right to cancel, including details of your order to help us to identify it. Please click [here](#) for a model cancellation form. Such cancellation notices will be effective from the date that the notice is sent to us.
- 6.4 If you cancel a contract in accordance with this section 6, your refund will be made as soon as possible and within 14 days of you cancelling. We will issue the refund via the method you used for payment.

## **7. Cancelling specific Therapy Sessions**

- 7.1 In addition to the rights mentioned in section 6 above, you may cancel any single Therapy Session if you notify us more than 24 hours in advance of the start time of the relevant Therapy Session. Please note that:
- a) If we have been provided with at least 48 hours' prior notice of cancellation, you will have the choice of rearranging the Therapy Session or receiving a refund of any sums already paid for that cancelled Therapy Session; and
  - b) If we have been provided with between 24 and 48 hours' prior notice of cancellation, you will not be entitled to a refund but you will be entitled to rearrange the Therapy Session for a later available date.

- 7.2 Without prejudice to your legal rights (including any legal rights referred to in section 6 above), you will be liable to pay us in full for (and you will not be entitled to rearrange or to receive any refund for) any booked Therapy Session which you fail to attend or which you cancel on less than 24 hours' advance notice. We may refuse to provide any further Services to you (including any other booked Therapy Sessions) until you pay any such sums to us in full.

## **8. Making changes to previously ordered Services**

- 8.1 If you wish to make a change to the date or time of any previously booked Therapy Session please contact us via the contact details stated in section 1 above to request a change. We will let you know if we agree to make the change and, if so, we will confirm the change with you in writing.
- 8.2 Provided that you notify us at least 24 hours in advance and the information requirements under sections 3 and 4 above are completed and submitted by you to us on time in respect of any such different horse, we may agree to provide the Services for a different horse (owned or legally loaned by you) than the horse originally specified in your order.

## **9. Your rights if there is something wrong with the Services**

If you think there is something wrong with any Services that we have provided, you must contact us via the contact details stated in section 1 above. For details of your legal rights in this regard, please visit the Citizens Advice website ([www.citizensadvice.org.uk](http://www.citizensadvice.org.uk)).

## **10. Our liability to you**

- 10.1 We are responsible to you for losses that you suffer caused by us breaking any contract unless the loss is:
- a) Unexpected - i.e. it was not obvious that the loss would happen and nothing that you said to us before we accepted your order meant we should have expected the loss to happen (so, in the law, the loss was unforeseeable); or
  - b) Caused by a delaying event outside our control (as long as we have taken the steps set out in section 11 below); or
  - c) Avoidable by you - i.e. the loss was something that you could have avoided by taking reasonable action, including by following our reasonable instructions or advice; or
  - d) A business loss - in which case our liability for any loss that you suffer in connection with any trade, business, craft or profession is (to the extent we are lawfully able to limit such liability) limited to a sum equal to the total charges paid by you under the relevant contract.
- 10.2 Please also note that whilst the College will take reasonable steps to ensure your safety during any Therapy Session, horses can be unpredictable. You are therefore strongly advised to take out personal accident and public liability insurance.

## **11. Delays outside our control**

If our supply of any Services is delayed by an event outside our control we will contact you as soon as possible to let you know and do what we can to reduce the delay so that any affected Therapy Sessions can be rescheduled as soon as reasonably possible. As long as we do this, we won't compensate you for the delay, but if the delay is likely to be substantial you can contact us on the details above to end the contract and receive a refund for any Services that you have paid for in advance but not yet received (less any reasonable costs we have already incurred).

## **12. Changes to the Services and/or these Terms**

12.1 We can always change any part of our Services:

- a) to reflect changes in relevant laws and regulatory requirements; and
- b) to make minor technical adjustments and improvements, for example to address a health and safety requirement. These are changes that don't affect your use of the Services.

12.2 If we want to make any other changes to our Services or to these Terms (including changes to the facilities we offer), we will notify you in advance. If you are not happy with any such other change, you can then contact us via the contact details stated in section 1 above to end the contract before the change takes effect and receive a refund for any Services you've paid for in advance but not yet received.

## **13. Suspension of the Services**

13.1 We can suspend the supply of the Services. We may do this:

- a) to deal with technical problems or make minor technical changes; or
- b) to update the Services to reflect changes in relevant laws and regulatory requirements;
- c) to make changes to the Services as mentioned in section 12 above; or
- d) where we encounter unexpected shortages in staff or materials due to reasons outside our control.

13.2 We will contact you in advance to tell you we are suspending the Services, unless the problem is urgent or an emergency. You will be able to rearrange any affected Therapy Session for delivery after the suspension has ended. Alternatively you may be able to cancel the affected Therapy Session as mentioned in section 7 above.

## **14. We can end our contract with you**

We can end our contract with you for any Services and claim any compensation due to us if:

- 14.1 you don't make any payment to us when it's due and you still don't make payment within 7 days of us reminding you that payment is due; or
- 14.2 you don't, within a reasonable time of us asking for it, provide us with any information, cooperation or access that we need to provide the Services (for example, information we have requested in respect of your horse and/or its suitability for the Services); or
- 14.3 if any information you have provided to us in respect of your horse and/or its suitability for the Services is inaccurate to the extent we cannot provide proper or safe performance of the Services; or
- 14.4 if, after attendance at one or more Therapy Sessions, we determine your horse is unsuitable for our facilities and/or Services.

## **15. Resolving disputes with us**

15.1 We are committed to providing high-quality services to all of our customers. However, we understand that occasionally things can go wrong. If you wish to make a complaint you can do this by writing to us at [equinetherapy@bishopburton.ac.uk](mailto:equinetherapy@bishopburton.ac.uk) or at Bishop Burton College, York Road, Bishop Burton,

Beverley, East Yorkshire, HU17 8QG. Alternatively you can telephone us at 01964 553087. We will promptly acknowledge any complaint received and will do our best to resolve your complaint.

- 15.2 These terms are governed by English law and wherever you live you can bring claims against us in the English courts. If you live in Wales, Scotland or Northern Ireland, you can also bring claims against us in the courts of the country you live in. We can claim against you in the courts of the country you live in.

**16. Other important terms**

- 16.1 We can transfer our contract with you, so that a different organisation is responsible for supplying the Services. We'll tell you in writing if this happens and we'll ensure that the transfer won't affect your rights under the contract.
- 16.2 You cannot transfer your contract with us to someone else unless we agree to this.
- 16.3 This contract is between you and us. Nobody else can enforce it and neither you or we will need to ask anybody else to sign-off on ending or changing it.
- 16.4 If a court or other authority decides that any of these Terms are unlawful, the rest will continue to apply.
- 16.5 Even if we delay in enforcing any contract, we can still enforce it later. We might not immediately chase you for not doing something (like paying) or for doing something you're not allowed to, but that doesn't mean we can't do it later.



## Equine Therapy Centre - CANCELLATION FORM

(Complete and return this form only if you wish to withdraw from any contract for Services)

To: Bishop Burton College, York Road, Bishop Burton, Beverley, East Yorkshire, HU17 8QG  
(equinetherapy@bishopburton.ac.uk)

I/We, ..... hereby give notice that I/We .....

wish to cancel my/our contract 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.....