

## TERMS AND CONDITIONS

Our terms were last updated in January 2024:

### 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.
- 1.3 **IMPORTANT NOTICE ABOUT YOUR COOLING OFF RIGHTS IN RELATION TO DIGITAL CONTENT.** Under consumer laws applicable in the UK you are usually entitled to change your mind for 14 days after you purchase something online so you can cancel purchases without giving any reason for that. There is an exception to this for digital content such as our course materials, and we may ask you to waive your rights to cancel in order to give you full access to our course materials immediately rather than waiting for 14 days, we will let you know where this applies. For more information please see clause 11 - Your rights to end the contract.

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

- 2.1 **Who we are.** We are **NATURAL ANIMAL CENTRE LTD**, a private limited company, incorporated and registered in England and Wales with company number 14018470 (registered charity number 231748) whose registered office is at Winchester House, Deane Gate Avenue, Taunton, TA1 2UH ("**The NAC**").
- 2.2 **How to contact us.** You can contact us by emailing our tutor team at [info@the-nac.co.uk](mailto:info@the-nac.co.uk)
- 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.** When you place an order to join one of our Courses, we may send you an acknowledgement email to confirm that we have received your order but that does not mean that we have accepted your order. Our acceptance of your order will take place when we email you with a "Course Confirmation", at which point a contract will come into existence between you and us on the terms set out here. We will call that agreement the **"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 **Which countries laws apply to our products and services?** You accept that the laws of England and Wales apply to this agreement unless you are a consumer in which case this agreement is not intended to override any of your inalienable legal rights including where those rights allow you to bring proceedings in your own country. If you are accessing our services outside of England and Wales then it is your responsibility to check that the qualifications you seek to obtain by using our Services are recognised in your country and/or by your employer where relevant. We may decline to accept offers from students who are located in territories that we are not insured in or which present increased commercial risk to our business.

### 4 **Our services**

4.1 **We provide remote training and educational Courses.** The Course will be made up of our remote delivery to you of the educational services having the principal features set out on our website for that particular Course, but not every Course we advertise. We shall also:

4.1.1 Handle all data of and relating to the you sensitively and in accordance with the terms of our Privacy Policy.

4.1.2 Treat you with respect and according to your needs regardless of sex, race, ethnic origin,

religion, age or sexual orientation.

## 5 Your obligations to us

- 5.1 You will throughout your engagement in the Course observe and abide by the terms of this Agreement.
- 5.2 You will abide by the Code of Conduct applicable to NAC Students, Graduates and Practitioners. We reserve the right at any time to revoke certificates or awards earned on completion of a course and/or ABTC registration where you fail to do so.

### 5.3 You shall:

5.3.1 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 a n y of the educational and/or training and/or assessment materials used by us in relation to the Course, 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 including but not limited to all the information and training materials we provide via our website or our remote learning platform generally (all together, the “**Materials**”), and in particular:

5.3.1.1 Not make any copy of any of the Materials except for your personal private study purposes in accordance with this Agreement;

5.3.1.2 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;

5.3.1.3 Not make any of the Materials accessible to any person other than strictly as required by the Course or otherwise as authorised by us;

5.3.1.4 Not make any recording, including but not limited to audio or video copies, of any content of the Course at any time for any reason unless we have expressly permitted you to do so in writing and in that event only for the specific session or part of a Course that we have expressly identified in that permission.

5.3.2 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.

5.3.3 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.

5.3.4 Undertake the Course in good faith, in compliance with our academic integrity policies from time to time and to the best of your ability.

5.3.5 Adhere to any student or attendee handbook, guidance, best practice advice, instructional materials or code of conduct provided to you containing certain rules and policies at all times during the Course.

5.3.6 Where we wish any of our partner organisations to undertake observations of the Course (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

5.3.6.1 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

5.3.6.2 as part of our website or our remote learning platform accessible via <https://the-nac.co.uk/>, and/or

5.3.6.3 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 5.2.6 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.

5.3.7 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.

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

5.3.9 Take responsibility for the organisation, planning and execution of all your own learning activities as directed by the Course.

5.4 You confirm, warrant and represent 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.

5.5 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 and attend or complete any elements of the Course or training.

5.6 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 as part of the Course or not and any materials of any nature created by us and all right and title in the same throughout the world and for the entire duration of such rights 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 to you 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 be able 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 or any other animal (or animals generally) which forms any part of the Course and changes to qualification or certification schemes which are relevant to the Course; and
- 7.1.2 to implement minor technical adjustments and improvements, for example to address a security threat;
- 7.1.3 to update digital content, provided that the digital content always matches the description of it that we provided to you before you bought it. We might ask you to install updates as a condition of using it.

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 specified as being the last session forming part of the Course as scheduled by us from time to time.

### 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 (less any costs reasonably incurred by us) 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. We do this, for instance (but not limited to) to deal with technical problems or other circumstances outside of our control, to update the services to reflect changes in relevant laws, or to make changes to the service. If we have to suspend the services for longer than two months in any four month period 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 or the provision of any part of the relevant Course (or any other Course) 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 at a rate of 4% above the base rate of Lloyds Banking Group PLC. 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 in clause 3.1 without giving any reason. For example, you will have 14 days from the date we send you a Course Confirmation in order to send us a cancellation notice. This is known as the statutory cooling off period.

9.2 To exercise the right to cancel, you must inform us either:

9.2.1 by post to our registered address (as long as you can provide evidence of posting the notice within 14 days); or

9.2.2 by email: [info@the-nac.co.uk](mailto:info@the-nac.co.uk)

informing us 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.

9.3 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, and you should keep evidence of when you send it.

9.4 **Our goodwill guarantee (GG).** In addition, we, offer our UK customers a goodwill guarantee for some of our co-hort based training courses, which is more generous than your legal rights in the ways set out below. Where this goodwill guarantee applies to you we will tell you about it as part of the order process, if we don't tell you about it there then it won't apply to your order. This goodwill guarantee does not affect your legal rights if there is something wrong with the services.

Your legal rights	How our goodwill guarantee is more generous
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14 days to change your mind starting from the point you receive an Order Confirmation – online sales only.	14 days to change your mind for distance sales of co-hort based courses starting from the point you first access the taster course materials or the Course commencement date (whichever happens earlier).
There may be administrative or other pro-rata costs incurred, which we would tell you about before you place your order where they apply.	There may be administrative or other pro-rata costs incurred, which we would tell you about before you place your order where they apply. Any deposit you have paid may not be refunded to you.

**9.5 When you can't change your mind.** You are not able to change your mind and benefit from a cooling off cancellation right for:

- 9.5.1 digital products, after you have started to download or stream these. This includes any and all course and learning content other than taster content where we decide to share that within the GG period;
- 9.5.2 bookings and payments for courses in relation to which a space has been set aside or reserved in advance, which we might find difficult to fill, given that some of our courses have a capacity limitation;
- 9.5.3 services, once these have been completed or partially performed;
- 9.5.4 products sealed for health protection or hygiene purposes, once these have been unsealed after you receive them;
- 9.5.5 sealed audio or sealed video recordings or sealed computer software, once these products are unsealed after you receive them;
- 9.5.6 goods that are made to your specifications or are clearly personalised; and
- 9.5.7 goods which become mixed inseparably with other items after their delivery.

**9.6 Latest cancellation point for UK customers.**

- 9.6.1 Where you have a cooling off right: You can cancel at any time within 14 days of the date we send out our Order Confirmation to you, or until you first access any digital content, whichever happens first;
- 9.6.2 Where you are part of a co-hort based course to which our goodwill guarantee also applies then you can cancel at any time up to 14 days after the Course Commencement Date. Where the statutory cooling off period runs into the goodwill guarantee period (IF APPLICABLE), this does not extend the goodwill guarantee period. For example, if you signed up to the course 5 days before the course commencement date your statutory cooling off period would commence and the goodwill guarantee period would be reduced so that the last day you can cancel is always 14 days after the course commencement date.

This goodwill guarantee does not affect your legal rights if there is something wrong with the services; or

- 9.6.3 Where your cooling off rights period has expired, and you do not benefit from any goodwill guarantee cancellation allowance, although you can still change your mind we will retain the amount of the deposit you have paid as well as any other costs we have incurred in order to reflect the administrative cost of arranging your place on the course (including the costs incurred as a result of the screening process and in attempting to find a replacement).

## 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 and any cancellation costs we have told you about in advance, and we will retain any applicable amount of your deposit.
- 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;

10.4 We may limit the Services we provide during the cancellation period in order to protect our intellectual property in the courses we provide. If you request us to begin the performance of any additional Services during the cancellation period, or if you began any part the Course during the cancellation period which is not normally accessible (such as materials from later parts of the Course), including but not limited to access to any digital content provided as part of that, you shall pay to us an amount which is in proportion to what has been performed or accessed until you communicated to us your cancellation of this Agreement, in comparison with the full extent of the Course, which may be the entire value of the Course if it has been completed or accessed in full during that time.

10.5 If we end this Agreement without cause then we will return all payments to you, including any deposit you may have paid, but if we end this Agreement following your breach of any part of it you will not receive any refund.

## 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 or if you are part of a co-hort based course, 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), you will forfeit the amount of any deposit you have paid to us and you will be liable to reimburse any other costs we have incurred 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 clauses 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 detrimental change to the services, the Course or the terms of this Agreement that falls under clause 7.2 above, 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 or where your consumer rights override the terms of this agreement due to the territory you live in.

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, including any deposit, as a way of charging you reasonable compensation for the net costs we will incur as a result of your ending this Agreement. This may include the full cost of a course or a percentage payment towards the cost of that course, or the amount of any deposit, where we are not able to arrange a replacement for you, to reflect our loss resulting from that missing spot on our course. Our deposit reflects the cost to us of arranging a replacement for you, it does not cover the loss of profit arising from your cancellation.

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, 10 and 12.

## 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 **Email.** Please write to us by email: [info@the-nac.co.uk](mailto:info@the-nac.co.uk) Please provide your name, email address, details of the Course you have selected and your phone number.

## 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 7 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 7 days of receiving notice from us of the failure or breach and the steps needed to put it right;

13.1.4 You breach any of our other terms or policies of ours in force from time to time including any acceptable use or conduct policy whether relating to our website, platform, services or members generally]; or

13.1.5 You have not completed the Course or any part or stage forming part of it within the timescales we notify you of from time to time that are required in order to progress with the Course.

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 including any amounts that would have been charged to you for our Services/Courses, in addition to any deposit where applicable.

## 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 email: [info@the-nac.co.uk](mailto:info@the-nac.co.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**

If your product is **goods**, for example textbooks or merchandise, the Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of your product your legal rights entitle you to the following:

Up to 30 days: if your goods are faulty, then you can get a refund.

Up to six months: if your goods can't be repaired or replaced, then you're entitled to a full refund, in most cases.

Up to six years: if your goods do not last a reasonable length of time you may be entitled to some money back.

If your product is **digital content**, for example an online training course, the Consumer Rights Act 2015 says digital content must be as described, fit for purpose and of satisfactory quality:

If your digital content is faulty, you're entitled to a repair or a replacement.

If the fault can't be fixed, or if it hasn't been fixed within a reasonable time and without significant inconvenience, you can get some or all of your money back.

If you can show the fault has damaged your device and we haven't used reasonable care and skill, you may be entitled to a repair or compensation

If your product is **services**, for example consulting services, the Consumer Rights Act 2015 says:

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.

If a price hasn't been agreed upfront, what you're asked to pay must be reasonable.

If a time hasn't been agreed upfront, 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 as well as BACS subject to agreement with us. You must pay for the whole cost of the Course you select at the time of placing your order where required. Where we allow you to make payments in instalments you are still liable to pay the full cost of the course if this Agreement is terminated by us because of something you have done or failed to do.
- 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, any failure to advance in a specific 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 interaction with animals.** You acknowledge that certain practical elements of the Course may involve or relate to contact between you and other animals, such as horses, together with other related equipment and vehicles, in circumstances which are inherently risky or dangerous on account of the nature of animals as unpredictable beings. 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 The Courses are delivered remotely and require a degree of self-learning and application that we do not supervise, you therefore agree and confirm to us that you are fit and able and have taken all necessary health and safety precautions in accordance with industry best practice to secure yourself and those around you including any animals from and against the risk of harm and you expressly acknowledge your responsibility to assess the safety of any situation before physical contact or proximity to animals or persons;
- 16.5.3 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

16.5.4 You acknowledge that in the extraordinary circumstances of this Agreement and the subject matter of the Course being training in equine/animal 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**

**How we may use your personal information.** We will only use your personal information in accordance with our Privacy Policy. You can access this on our website.

## 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 this has occurred. If you are unhappy with the transfer because it materially reduces your rights, 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. Because the Course is delivered in stages that build upon each other it is not possible to swap out mid-way through the Course.

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. If you are a consumer in any other jurisdiction then you may be able to bring proceedings in your local courts in the country you are resident in, though to the extent it does not prejudice your rights or to the extent that you are not a consumer with a right to bring proceedings in your local courts then the Courts of England and English law shall have exclusive jurisdiction.
- 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.

**SCHEDULE ONE MODEL  
CANCELLATION FORM**

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

To: NATURAL ANIMAL CENTRE LTD

**Winchester House,  
Deane Gate Avenue,  
Taunton,  
TA1 2UH.**

[info@the-nac.co.uk](mailto:info@the-nac.co.uk)

I hereby give notice that I cancel my 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

**SCHEDULE TWO**  
**Complaints Handling Policy**

**Complaints Policy**

We endeavour 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 Us 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: [info@the-nac.co.uk](mailto:info@the-nac.co.uk) and for the attention of Director. If posting a complaint letter this should be sent recorded delivery.

You can expect each complaint to be responded to within 30 working days.

**Stage 2**

If you feel your complaint in Stage 1.2 has not been dealt with in an appropriate manner, then you can contact the Managing Director, Alex Le Grand: [alex@the-nac.co.uk](mailto:alex@the-nac.co.uk)

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.