

LARKRISE COMMUNITY FARM CONSUMER TERMS AND CONDITIONS

BACKGROUND INFORMATION:

Larkrise Community Farm (“LCF”) is a registered charity (registered charity number 1070688).

LCF’s registered office is: **Larkrise Community Farm**, West Ashton Road, Trowbridge, Wiltshire BA14 6DQ.

To contact LCF please call: 01225 - 751675 or email: office@larkrisefarm.org.uk

LCF is a charity dedicated to advancing education and the provisions of facilities for recreation and other leisure-time occupation based around it for those who have need of such facilities by reason of their youth, age, infirmity or disablement, poverty or social and economic circumstances.

TERMS AND CONDITIONS:

1. Definitions and Interpretation

1.1 In these Conditions the following definitions apply:

Client	means the individual identified in the Registration Form as benefitting from and receiving the Services;
Contract	means the agreement between LCF and the Customer for the supply and purchase of Services as explained in Clause 2;
Customer	means the person who purchases the Services from LCF and whose details are set out in the Registration Form;
Duration	means the length (in terms of time) of the Order as set out in the Registration Form;
Farm Rules	means the rules that Clients are required to follow whilst in attendance at LCF;
LCF	means Larkrise Community Farm whose registered address is West Ashton Road, Trowbridge, Wiltshire, BA14 6DQ;
Order	means the Customer’s order for the Services from LCF as contained in the Registration Form;
Price	means the price payable for the Services as set out in clause 3;
Programme	means a series of Sessions as set out in the Registration Form;
Registration Form	means the form attached to these Terms and Conditions;
Services	means the Services to be provided by LCF to the Client for the Customer as set out in the Registration Form;
Session	means the provision of the Services in blocks of time as described in the Registration Form;
VAT	means value added tax under the Value Added Taxes Act 1994 or any other similar sale or fiscal tax applying to the sale of the Services.

- 1.2 In these Terms and Conditions where we refer to the word “writing” and any similar expression this will include writing in different forms such as electronic communications whether sent by e-mail or other means.

2. The Contract

- 2.1 These Terms and Conditions govern the sale and provision of Services by LCF and will form the basis of the Contract between LCF and the Customer.
- 2.2 **Before submitting an Order**, the Customer must ensure that it has read these Terms and Conditions carefully. If the Customer is unsure about any part of these Terms and Conditions, the Customer must ask LCF for clarification.
- 2.3 The Customer’s **Order** constitutes a contractual offer that LCF, may at its discretion accept.
- 2.4 A legally binding contract between LCF and the Customer will be created upon LCF’s acceptance of the Customer’s Order, indicated by the completion of the Registration Form attached to the Terms and Conditions. The Contract will continue for the Duration (unless cancelled in accordance with Clause 9).
- 2.5 We shall ensure that the following information is given or made available to the Customer prior to the formation of the Contract between LCF and the Customer, save for where such information is already apparent from the context of the transaction:
 - 2.5.1 the main characteristics of the Services;
 - 2.5.2 LCF’s identity and contact details (set out in Background Information above);
 - 2.5.3 the total Price for the Services including taxes, or if the nature of the Services is such that the Price cannot be calculated in advance, the manner in which it will be calculated;
 - 2.5.4 the arrangements for payment, performance and the time by which (or within which) LCF undertake to perform the Services;
 - 2.5.5 LCF’s complaints handling policy; and
 - 2.5.6 the duration of the Contract, where applicable, or if the Contract is of indeterminate duration or is to be extended automatically, the conditions for terminating the Contract.
- 2.6 All Orders for Services made by the Customer will be subject to these Terms and Conditions.
- 2.7 If the Customer’s Order is changed LCF will inform the Customer of any change to the Price in writing.
- 2.8 If the Customer wishes to cancel the Order or Session, please refer to Clause 9.
- 2.9 LCF may cancel the Customer’s Order at any time before LCF begins to provide the Services due to the unavailability of required personnel or materials, or due to the occurrence of an event outside of LCF’s reasonable control. If such cancellation is necessary, LCF will inform the Customer as soon as is reasonably possible. If the Customer has made any payments to LCF, the payments will be refunded as soon as is reasonably possible and in any event within 14 days of LCF informing the Customer of the cancellation. Cancellations will be confirmed in writing.

3. Price and payment

- 3.1 The Price of the Session(s) will be that shown in the Registration Form.
- 3.2 Sessions are invoiced monthly in arrears and need to be paid in full within 30 days of the date of each invoice. Invoices must be paid by the due date to ensure Sessions can continue.
- 3.3 LCF may increase its price(s) at any time by giving the Customer not less than 30 days’ notice in writing. Any change in price will not apply to Orders which have already been accepted by LCF for the Duration of those Orders. Where the Customer does not agree to the price increase, the Customer may cancel the Contract in accordance with Clause 9.
- 3.4 All prices exclude VAT. The Customer will pay any applicable VAT to LCF.

3.5 LCF accepts payment by CHAPS (i.e. guaranteed same day payment), fast payment (i.e. payments which can be made in less than 2 hours' time), BACS (i.e. making payment directly from the Customer's bank account to LCF's bank account), cash or cheque.

4. Provision of services

4.1 As required by law, LCF will provide the Services with reasonable skill and care and in accordance with any information provided by LCF to the Customer about LCF and its Services.

4.2 LCF will begin performing the Services on the date confirmed in the Registration Form.

4.3 LCF will continue to provide the Services in accordance with the dates outlined in the Registration Form.

4.4 LCF will make every effort to complete the Services on time (and in accordance with the Customer's Order). LCF cannot, however, be held responsible for any delays if an event outside of LCF's control occurs. Please see Clause 8 for events outside of LCF's control.

4.5 LCF cannot provide the Services to the Customer until the Customer has completed the Registration Form.

4.6 If the completion of the Registration Form is delayed, incomplete or otherwise incorrect, LCF will not be responsible for any delay caused as a result.

4.7 If the Customer does not pay LCF for the Services as required by Clause 3, LCF may suspend the Services until the Customer has paid all outstanding sums due. If this happens we will inform the Customer in writing.

4.8 Allocation of Sessions is subject to regular review and Customers and/or Clients may be asked to change sessions or "take a break" from Sessions if LCF feels this would be appropriate.

4.9 A Session may include mounted or other activities. Sessions may take place anywhere on LCF's premises as deemed appropriate by LCF.

4.10 LCF's instructors and helpers are volunteers except for LCF's staff members. A Client may very occasionally be unable to ride if insufficient instructors or helpers are available. In these circumstances LCF may ask that carers/teachers assist with side walking. Therefore all carers/teachers should come prepared with suitable clothing and sturdy shoes.

4.11 LCF reserve the right to refuse a Client or immediately terminate a Session without notice if LCF feel they are unsafe or are making LCF's instructors and helpers work unsafe.

5. The Customer's obligations

5.1 The Customer must ensure that the Client for whom the Customer is paying for these Services is aware of and complies with the following:

5.1.1 observes the Farm Rules;

5.1.2 that Clients who are taking riding lessons must wear a riding hat which meets current safety standards and fits correctly. LCF may check a rider's own hat. Hats may be borrowed from LCF. Body protectors may be worn but are not provided or fitted by LCF;

5.1.3 that Clients must wear long trousers and enclosed footwear. If there is any doubt please contact LCF to discuss this;

5.1.4 that if a Client arrives late for a Session they may not be able to join the group Session;

5.1.5 that LCF must be informed immediately of any change to their condition, medication, contact details and emergency contact information. Such information can be provided by the Client, the Customer or the Client's carer.

5.2 The Customer acknowledges and accepts that in the event the Client fails to comply with any of the matters contained in clause 5.1 above, that this may lead to a Client being unable to join a Session and either a cancellation of a Session or a delay in the provision of the Session. LCF will not be liable for any loss caused as a result of such delay or cancellation. Where possible LCF will attempt to re-arrange the Session.

- 5.3 The Customer acknowledges and accepts that any hostile, abusive or intimidating behaviour towards the staff or volunteers at LCF by a Customer, a Client or a Client's carer may result in the immediate termination of the current Session and/or future Sessions without notice.
- 5.4 The Customer acknowledges and accepts that riding or carriage riding is a risk sport and that Clients must voluntarily accept the risks involved. Further that Clients and (where applicable their carers) must take all reasonable precautions.

6. Problems with the services and the Customer's legal rights

- 6.1 LCF always use reasonable efforts to ensure that the provision of its Services is trouble free. If however, there is a problem with the Services, the Customer must inform LCF as soon as is reasonably possible.
- 6.2 LCF will use reasonable efforts to remedy problems with the Services as quickly as reasonably possible and practical.
- 6.3 LCF will not charge the Customer for remedying problems under this Clause 6 where the problems have been caused by LCF, any of LCF's agents or employees or sub-contractors or where nobody is at fault.
- 6.4 As a consumer the Customer has certain legal rights with respect to the purchase of services. For full details of these legal rights and guidance on exercising them it is recommended that the Customer contacts their local Citizens Advice Bureau or Trading Standards Office. If LCF do not perform the Services with reasonable skill and care, the Customer has the right to request repeat performance or, if that is not possible or done within a reasonable time without inconvenience to the Customer, the Customer has the right to a reduction in price. If the Services are not performed in line with information that LCF has provided about it, the Customer also has the right to request repeat performance or, if that is not possible or done within a reasonable time without inconvenience to the Customer, the Customer has the right to a reduction in price.
- 6.5 If for any reason LCF is required to repeat the Services in accordance with the Customer's legal rights, LCF will not charge the Customer for the same and LCF will bear any and all costs of such repeat performance. In cases where price reduction applies, this may be any sum up to the full Price and where the Customer has already made payments to LCF, may result in a full or partial refund. Any such refunds will be issued without undue delay (and in any event within 14 days starting on the date on which we agree that the Customer are entitled to a refund) and made via the same payment method originally used by the Customer unless the Customer requests an alternative method.

7. LCF's liability

- 7.1 LCF will be responsible for any foreseeable loss or damage that the Customer may suffer as a result of LCF's breach of these Terms and Conditions or as a result of LCF's negligence (including those of LCF's employees, agents or sub-contractors). Loss or damage is foreseeable if it is an obvious consequence of the breach or negligence or if it is contemplated by the Customer and LCF when the Contract is created. LCF will not be responsible for any loss or damage that is not foreseeable.
- 7.2 Nothing in these Terms and Conditions seeks to exclude:
- 7.2.1 LCF's liability for death or personal injury caused by LCF's negligence (including that of LCF's employees, agents or sub-contractors); or for fraud or fraudulent misrepresentation;
- 7.2.2 LCF's liability for failing to perform the Services with reasonable care and skill or in accordance with information provided by LCF about LCF or LCF's Services;

7.2.3 or limit the Customer's legal rights as a consumer. For more details of the Customer's legal rights, please refer to your local Citizens Advice Bureau or Trading Standards Office.

8. Events outside of LCF's control (Force Majeure)

- 8.1 LCF will not be liable for any failure or delay in performing its obligations where that failure or delay results from any cause that is beyond LCF's reasonable control. Such causes include, but are not limited to power failure, internet service provider failure, strikes, lock outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), epidemic or other natural disaster, or any other event that is beyond LCF's reasonable control.
- 8.2 If any event described under this Clause 8 occurs that is likely to adversely affect LCF's performance of any of LCF's obligations under these Terms and Conditions:
- 8.2.1 LCF will inform the Customer as soon as is reasonably possible;
 - 8.2.2 LCF's obligations under these Terms and Conditions will be suspended and any time limits that LCF is bound by will be extended accordingly;
 - 8.2.3 LCF will inform the Customer when the event outside of its control is over and provide details of any new dates, times or availability of Services as necessary;
 - 8.2.4 If an event outside of LCF's control occurs and the Customer wishes to cancel the Contract, the Customer may do so in accordance with their right to Cancel under sub clauses 9.3 or 9.4. Any refunds due to the Customer as a result of that cancellation will be paid to the Customer as soon as is reasonably possible, and in any event within 14 days of LCF's acceptance of the Customer's cancellation notice;
 - 8.2.5 If the event outside of LCF's control continues for more than 12 weeks, LCF will cancel the Contract in accordance with LCF's right to cancel under sub-Clause 9.6 and inform the Customer of the cancellation. Any refunds due to the Customer as a result of that cancellation will be paid to the Customer as soon as is reasonably possible, and in any event within 14 days of LCF's cancellation notice

9. Cancellation

- 9.1 If the Customer cancels a Session, the Customer will be liable to pay the full Price for the Session unless at least 7 days' notice has been provided to LCF.
- 9.2 If the Customer has cancelled a Session and wishes to continue with the Session at a later date, where possible LCF will provide alternative dates. In the event alternative dates are not available and the Customer has provided LCF with sufficient notice to cancel the Session LCF will not charge for the cancelled Session. Where the Session has been paid for in advance LCF will refund the Price of the Session to the Customer as soon as is reasonably practical and in any event within 14 days of LCF's acceptance of the Customer's cancellation.
- 9.3 The Customer may cancel the entire Programme at any time prior to the commencement of the first Session provided at least 7 days' notice has been provided. If 7 days' notice is not provided the first Session will still be chargeable at the full Price but the balance will be duly cancelled and any monies paid reimbursed.
- 9.4 The Customer may cancel the entire Programme part way through a Programme. To do so the Customer must provide at least 14 days' notice prior to the next Session in the Programme. A failure to do so may lead to that next Session being charged at full Price. The remaining Sessions in the Programme will be duly cancelled and any monies paid reimbursed
- 9.5 If LCF has provided Services that the Customer has not yet paid for, the sums due will be deducted from any refund due to the Customer, or if no refund is due, LCF will invoice the

As at 11/1/22 – AB/AW

Customer for those sums and the Customer will be required to make payment in accordance with Clause 3.

9.6 LCF may cancel the contract in accordance clause 2.9 or where LCF cannot perform the Services due to event outside of LCF's control.

9.7 If the Customer wishes to cancel a Session and/or a Programme, the Customer must notify LCF of the cancellation in writing.

10. Termination

10.1 Either party may, without prejudice to its other rights and remedies, by notice in writing to the other party, immediately terminate this Contract if:

10.1.1 the other is in material or persistent breach of any of its obligations under this Agreement and if that breach is capable of remedy and the other has failed to remedy that breach within 14 days after receiving written notice requiring it to remedy that breach; or

10.1.2 LCF is unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986) or becomes insolvent or an order is made or a resolution passed for the administration, winding-up or dissolution of LCF (otherwise than for the purposes of a solvent amalgamation or reconstruction) or an administrative or other receiver, manager, liquidator, administrator, trustee or similar officer is appointed over all or any substantial part of the assets of LCF or LCF enters into or proposes any composition or arrangement with its creditors generally or any analogous event occurs in any applicable jurisdiction; or

10.1.3 the other party (being an individual) is the subject of a bankruptcy petition or order.

10.2 LCF may without prejudice to its other rights and remedies, by notice in writing to the Customer, immediately terminate this Agreement if:

10.2.1 the Customer fails to pay any sum due under the terms of this Agreement and such sum remains unpaid for 14 days after written notice from LCF that such sum has not been paid;

10.2.2 any consent, licence or authorisation held by the Customer is revoked or modified such that the Customer is no longer able to comply with its obligations under the Contract or receive any benefit to which it is entitled.

10.3 In the event of termination of this Agreement for any reason:

10.3.1 the Customer will immediately pay all monies then outstanding;

10.3.2 the Customer will immediately cease use of the Services;

10.3.3 the accrued rights and liabilities of the parties will not be affected; and

10.3.4 clauses which expressly or by implication are to survive termination will do so.

11. Complaints and feedback

11.1 LCF will try to resolve any disputes with the Customer quickly and efficiently.

11.2 If the Customer is unhappy with:

11.2.1 the services;

11.2.2 LCF's service to the Customer generally or

11.2.3 any other matter;

please contact LCF as soon as possible, in writing, addressed to The Farm Manager, Larkrise Community Farm, West Ashton Road, Trowbridge, Wiltshire, BA14 6DQ.

11.3 All complaints are handled in accordance with LCF's internal complaints handling policy and procedure, a copy of which can be obtained on request from LCF.

12. How we use the Customer's data

- 12.1 All personal information that LCF may collect (including, but not limited to, the Customer's name and address) will be collected, used and held in accordance with the provisions of the Data Protection Act 1998 and the Customer's rights under that Act.
- 12.2 LCF may use the Customer's personal information to:
 - 12.2.1 provide the Services to the Customer.
 - 12.2.2 process the Customer's payment for the Services.
 - 12.2.3 inform the Customer of new services available from LCF. The Customer may request that LCF stop sending this information at any time.
 - 12.2.4 in certain circumstances and with the Customer's consent, LCF may use the Customer's personal information to make credit reference checks with credit reference agencies. These agencies are also bound by the Data Protection Act 1998 and should use and hold the Customer's personal information accordingly.
 - 12.2.5 LCF will not pass on the Customer's personal information to any other third parties without first obtaining the Customer's express permission.

13. Other important terms

- 13.1 LCF may transfer (assign) its obligations and rights under these Terms and Conditions (and under the Contract, as applicable) to a third party (this may happen, for example, if LCF merge with another charity). If this occurs the Customer will be informed by LCF in writing. The Customer's rights under these Terms and Conditions will not be affected and LCF's obligations under these Terms and Conditions will be transferred to the third party who will remain bound by them.
- 13.2 The Customer may not transfer (assign) their obligations and rights under these Terms and Conditions (and under the Contract, as applicable) without LCF's express written permission.
- 13.3 The Contract is between the Customer and LCF. It is not intended to benefit any other person or third party (other than the Client where applicable) in any way and no such person or party will be entitled to enforce any provision of these Terms and Conditions.
- 13.4 If any of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Terms and Conditions. The remainder of these Terms and Conditions shall be valid and enforceable.
- 13.5 If LCF decides not to pursue the Customer or delays pursuing the Customer in relation to any its rights under these Terms and Conditions, it does not mean that LCF has waived its rights to pursue the Customer now or in the future.
- 13.6 Where the Customer has breached these Terms and Conditions and LCF decide to not pursue the Customer, it does not mean the LCF has waived its rights to pursue the Customer in relation to any potential future breaches of these Terms and Conditions by the Customer.

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14. Governing law and jurisdiction

14.1 These Terms and Conditions, the Contract, and the relationship between the Customer and LCF (whether contractual or otherwise) shall be governed by, and construed in accordance with English law.

14.2 Any dispute, controversy, proceedings or claim between the Customer and LCF relating to these Terms and Conditions, the Contract, or the relationship between the Customer and LCF (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England and Wales.

The Customer has read and accepts the Contract subject to the Terms and Conditions above.

Signed by or on behalf of LCF.....

Name.....Position.....

Date 201[]

Signed by the Customer.....

Name.....Position.....

Date 201[]