



NEW SPRING VISTA CIC

TERMS & CONDITIONS and PARTICIPATION AGREEMENT

Welcome to New Spring Vista CIC

New Spring Vista CIC provides personalised equine facilitated learning and wellbeing programmes designed to support emotional wellbeing, confidence, communication, resilience, social development and personal growth.

To ensure clarity, safety and fairness for all participants, families, staff and horses, the following Terms & Conditions apply to all services and programmes delivered by New Spring Vista CIC.

By booking a programme or participating in sessions, you agree to the terms outlined below.

1. PROGRAMME STRUCTURE

New Spring Vista CIC programmes are delivered within structured operational cycles.

Most programmes consist of:

"6 personalised sessions delivered within a 7-week operational cycle."

This structure allows time for:

- Participant assessments
- Learning journal updates
- Progress reporting

- Safeguarding follow-up
- Catch-up sessions where possible
- Horse welfare and rest periods
- Staff planning and preparation

The additional operational week ("Week A") may also be used for:

- Initial assessments
- Onboarding new participants
- Report writing
- Administrative preparation
- Rearranged sessions where availability allows

New Spring Vista CIC reserves the right to organise programme timetables and operational weeks in the best interests of participant safety, horse welfare and service delivery.

2. INITIAL ASSESSMENTS

All new participants must complete an initial assessment prior to beginning sessions.

Assessments are used to:

- Understand individual needs
- Assess suitability
- Discuss goals and outcomes
- Match participants appropriately
- Identify safeguarding, communication or sensory considerations
- Assess safety and risk factors

Initial assessments are approximately 30 minutes and are provided free of charge.

Participation may be declined if New Spring Vista CIC believes sessions are not currently suitable or safe for the participant or others involved.

3. BOOKING & PAYMENT TERMS

- Programmes are booked as complete course blocks or bespoke courses.
- A participant's place within a programme cycle is not confirmed until payment has been received.
- Payment secures a reserved participant place within the programme cycle.
- The full programme fee becomes payable when the booking is confirmed. Where an instalment plan is agreed, the instalments form a payment schedule for the complete programme and are not payments for individual sessions.
- Sessions are non-transferable between participants.
- Programme places are limited and reserved specifically for each participant
- Missed sessions are generally non-refundable.

Failure to make payment may result in sessions being withdrawn or the participant's place being offered to another client.

4. CANCELLATION POLICY – PARTICIPANT CANCELLATIONS

Due to limited availability, horse allocation, staffing ratios and personalised planning, New Spring Vista CIC operates a structured cancellation policy.

COOLING-OFF PERIOD & EARLY CANCELLATION

Where bookings are made online, by telephone, email or off-premises, participants may have a legal right to cancel within 14 calendar days of booking under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

If the programme start date falls within the 14-day cooling-off period and the participant requests that services begin during that period, the participant acknowledges and agrees that:



- New Spring Vista CIC may begin preparation, scheduling and allocation of staff, horses and programme resources immediately;
- If the participant has expressly requested that services begin during the 14-day cancellation period and subsequently cancels, New Spring Vista CIC may charge a proportionate amount for services supplied up to the time cancellation is communicated, as permitted by law.
- Any refund will therefore be reduced only by the proportionate value of services already supplied. The remaining eligible balance will be refunded.

If cancellation is requested before any services have commenced, a full refund will be issued.

To help ensure that cancellation requests are recorded accurately, participants are asked to provide notice by email. This does not limit any statutory right to cancel by another clear statement

WITHDRAWAL FROM A PROGRAMME AFTER THE COOLING-OFF PERIOD

Programmes are booked as complete course blocks rather than as individual pay-as-you-attend sessions. Each participant's place is reserved for the full programme cycle, with dedicated staff time, horse allocation, preparation and programme resources committed in advance.

Where payment by instalments has been agreed, this is solely a method of spreading the total programme fee. It does not convert the booking into separate weekly bookings or give the participant the right to end the programme by cancelling future installments.

If a participant or parent/carer chooses to withdraw from the programme after the applicable 14-day cooling-off period, including because of a change in personal circumstances, availability, finances or preference:

- fees relating to sessions and personalised work already provided will remain payable;



- New Spring Vista CIC may retain payments already made and/or require payment of a reasonable cancellation charge for the remaining reserved programme place;
- the cancellation charge will reflect the losses and costs reasonably incurred as a result of the withdrawal, including reserved staff time, horse allocation, programme preparation, administration and the extent to which the place cannot reasonably be offered to another participant;
- any costs reasonably saved, or income received from successfully filling the vacated place, will be taken into account so that New Spring Vista CIC is not compensated twice for the same loss.

Where the remaining programme place can be filled without financial loss to New Spring Vista CIC, any refundable balance will be calculated and returned after deducting the value of services already supplied and any reasonable costs already incurred.

New Spring Vista CIC may, at its discretion, agree to pause, transfer or otherwise vary a programme in genuinely exceptional circumstances. Any such arrangement must be confirmed in writing and is not guaranteed.

This policy does not affect the participant's statutory rights, including where New Spring Vista CIC has breached the contract or is unable to provide the agreed service.

More than 7 days notice

Where more than 7 days notice is provided, New Spring Vista CIC may attempt to offer an alternative session within the operational cycle where availability allows.

Alternative sessions:

- are not guaranteed
- may be offered on a different day or time
- remain subject to horse and staff availability
- Where an alternative session cannot reasonably be offered due to staffing, scheduling, horse welfare or operational limitations, a full refund for the affected session will be issued.



Between 48 hours and 7 days notice

A replacement session may be offered during the operational/buffer week where reasonably possible and subject to availability.

Where an alternative session cannot reasonably be offered due to staffing, scheduling, horse welfare or operational limitations, a partial refund of 50% for the affected session will be issued.

Less than 48 hours notice / non-attendance

Sessions cancelled with less than 48 hours notice, or missed without notice, will be forfeited.

No refund or replacement session will be provided.

Repeated Cancellations

As our courses are designed to build progressively from one session to the next, consistent attendance is essential. Where three sessions are cancelled during a course, we may withdraw the remaining lessons. Any unused sessions in the course will be non-refundable.

5. CANCELLATIONS BY NEW SPRING VISTA CIC

Occasionally sessions may need to be postponed, adapted or cancelled due to circumstances outside our control, including:

- Severe weather
- Horse welfare concerns
- Staff illness
- Site safety issues
- Emergencies
- Unforeseen operational circumstances

Where possible, New Spring Vista CIC will:



- offer an alternative session
- adapt the session
- rearrange within the operational cycle

However, replacement sessions cannot be guaranteed.

Where New Spring Vista CIC is unable to deliver a session due to organisational reasons including staff illness, operational closure or other circumstances within our control, and an alternative session cannot reasonably be offered within the operational cycle, a full refund for the affected session will be issued.

If an alternative session is offered and declined by the participant or parent/carer, no refund will be payable.

6. WEATHER POLICY

Sessions take place within outdoor and equine environments and may be affected by weather conditions.

Sessions may be adapted, postponed or cancelled where conditions create a risk to:

- participants
- staff
- horses
- site safety

This may include:

- snow or ice
- flooding
- storms or high winds
- extreme heat
- unsafe ground conditions

Where possible, alternative arrangements may be offered.

7. BANK HOLIDAYS

Where sessions fall on a bank holiday, New Spring Vista CIC will use reasonable efforts to offer an alternative session within the programme cycle where operationally possible.

Where an alternative session cannot reasonably be offered due to staffing, scheduling, horse welfare or operational limitations, a full refund for the affected session will be issued.

If an alternative session is offered and declined by the participant or parent/carer, the session will be treated as used and no refund will be payable.

8. HORSE WELFARE

The welfare of our horses is a priority at New Spring Vista CIC.

Sessions may occasionally need to be adapted, postponed or cancelled due to:

- illness
- injury
- veterinary advice
- behavioural concerns
- required rest periods
- welfare considerations

Participants and families are expected to treat all animals respectfully and follow staff instructions at all times.

9. HEALTH, SAFETY & PARTICIPANT RESPONSIBILITIES

Participants, parents and carers must:

- Provide accurate medical and behavioural information

- Inform staff of any changes to health or circumstances
- Follow staff instructions at all times
- Wear appropriate outdoor clothing and sturdy footwear suitable for an equine environment. Suitable footwear includes boots, walking boots or wellington boots with enclosed toes and adequate grip. Open-toed footwear, sandals, sliders, high heels, trainers or unsuitable footwear are strictly prohibited for safety reasons.
- Respect boundaries, equipment and animals
- Behave safely and respectfully towards staff, horses and others

Unsafe, aggressive, abusive or discriminatory behaviour may result in sessions being paused or terminated.

10. SAFEGUARDING

New Spring Vista CIC is committed to safeguarding children, young people and vulnerable adults.

Where safeguarding concerns arise, confidentiality may need to be breached in order to protect an individual from harm and information may be shared with appropriate professionals or agencies.

11. PHOTOGRAPHY & MEDIA

Photographs or video recordings will only be used where consent has been provided through the Photography & Media Consent Form.

Participants may withdraw consent for future use at any time.

12. DATA PROTECTION & PRIVACY

New Spring Vista CIC processes personal information in accordance with:



- UK GDPR
- Data Protection Act 2018

Personal information is stored securely and used only for legitimate organisational purposes.

Further details can be found in our Website Privacy Notice and Cookie Notice.

13. PERSONAL BELONGINGS

Participants bring personal belongings at their own risk.

New Spring Vista CIC accepts no responsibility for loss or damage to personal property unless caused by proven negligence.

14. RIGHT TO REFUSE OR END SERVICES

New Spring Vista CIC reserves the right to:

- refuse participation
- pause services
- terminate programmes

Where:

- safety is compromised
- information has been withheld
- behaviour places others at risk
- sessions are no longer appropriate
- fees remain unpaid

Where possible, concerns will first be discussed with the participant or parent/carer.



15. AGREEMENT

I confirm that:

- ☐ I have read and understood these Terms & Conditions
- ☐ I understand the cancellation policy
- ☐ I understand sessions take place within an equine environment
- ☐ I agree to follow safety instructions and organisational expectations
- ☐ I understand replacement sessions are not guaranteed

- ☐ I confirm that I have received and read New Spring Vista CIC's Privacy Notice, which explains how the participant's and parent/carer's personal information will be collected, used, stored and shared, and how data protection rights may be exercised.

Participant Name:

Parent/Carer Name (if applicable):

Signature:

Date: __ / __ / ____

New Spring Vista CIC

Company No. 16335807

Registered in England and Wales

Registered office: 45 Mendip Vale, Coleford, Radstock, Somerset, BA3 5PP

Email: newspringvista@gmail.com