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**THE SMALLPEICE TRUST**  
**TERMS AND CONDITIONS OF SALE - COURSES**

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**BACKGROUND:**

These Terms and Conditions, together with any and all other documents referred to herein, set out the terms under which Courses are sold and provided by us through this website ("Our Website"). Please read these Terms and Conditions carefully and ensure that you understand them before ordering any Course from Our Website. You will be required to read and accept these Terms and Conditions when ordering Courses. If you do not agree to comply with and be bound by these Terms and Conditions, you will not be able to order a Course through Our Website. These Terms and Conditions, as well as any and all Contracts are in the English language only.

**1. Definitions and Interpretation**

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

<b>"Attendee":</b>	means the young person whose name and details are set out in the Booking Form who will attend the Course;
<b>"Booking Confirmation":</b>	means our acceptance and confirmation of your Booking Form;
<b>"Booking Form":</b>	means the on-line booking form completed by you to order the Attendee's place on the Course;
<b>"Contract":</b>	means a contract for your purchase and our sale of the Course, as explained in Clause 8;
<b>"Course(s)":</b>	means the course and services as specified in your Booking Form (and confirmed in our Booking Confirmation) which are to be provided by us to the Attendee;
<b>"Fees":</b>	means the fees payable by you for the Course as set out in our Booking Confirmation;
<b>"we/us/our"</b>	means The Smallpeice Trust, a company limited by guarantee, registered in England with Company number 00882371 and its registered office and main trading address at Holly House, 74 Upper Holly Walk, Leamington Spa, CV32 4JL; and
<b>"you/your"</b>	means the Attendee's parent(s) or guardian(s) whose names and details are set out on the Booking Form.

**2. Access to and use of Our Website**

Access to Our Website is provided "as is" and on an "as available" basis. We may alter, suspend or discontinue Our Website (or any part of it) at any time and without notice. We will not be liable to you in any way if Our Website (or any part of it) is unavailable at any time and for any period.

**3. Age Restrictions**

It is anticipated that all Attendees will be under 18 years of age and Courses may only be purchased for them by their parents or guardians.

#### 4. **International Customers**

Most of our Courses are available to domestic and international students. Some of our Courses are available to UK customers only and we will require proof of nationality. This will be indicated on the Course details on Our Website or in marketing materials.

#### 5. **Courses, Pricing and Availability**

- 5.1 We make all reasonable efforts to ensure that all general descriptions of the Course, on Our Website or otherwise available from us, correspond to the actual Course purchased by you for the Attendee. Please note that the content of the Course may vary depending on various circumstances.
- 5.2 Please note that sub-clause 5.1 does not exclude our responsibility for mistakes due to negligence on our part and refers only to variations of the detailed content of the Course.
- 5.3 We neither represent nor warrant that all Courses will be available at times and dates publicised by us on Our Website or in our advertising and cannot necessarily confirm availability until providing you with our Booking Confirmation.
- 5.4 We make all reasonable efforts to ensure that all prices shown on Our Website are correct at the time of going online. We reserve the right to change prices and to add, alter, or remove special offers from time to time and as necessary. Changes in our prices will not affect any Booking Confirmation that has been sent to you.
- 5.5 All prices are checked by us when we process your Booking Form. In the unlikely event that we have shown incorrect pricing information we will contact you in writing before proceeding with your Booking Form to inform you of the mistake and to ask you how you wish to proceed. We will give you the option to purchase the Course at the correct price or to cancel your Booking Form. In these circumstances we will not proceed with processing your Booking Form until you respond to us. If we do not receive a response from you within fifteen (15) working days of our writing to you we will treat your Booking Form as cancelled and notify you of the same in writing.
- 5.6 In the event that the price of Course you have ordered changes between the date of submitting your Booking Form and us sending our Booking Confirmation and taking payment you will be charged the price shown on Our Website at the time of submitting your Booking Form.
- 5.7 All prices on Our Website do not include VAT because we are VAT exempt and VAT will not be charged. .

#### 6. **Booking Forms – How Contracts Are Formed**

- 6.1 Before submitting your Booking Form to us you will be given the opportunity to review your Booking Form and amend any errors. Please ensure that you have checked your Booking Form carefully before submitting it.
- 6.2 No part of Our Website constitutes a contractual offer capable of acceptance. Your Booking Form constitutes a contractual offer that we may, at our sole discretion, accept. Our acknowledgement of receipt of your Booking Form does not mean that we have accepted it. Our acceptance is indicated by us sending you a Booking Confirmation by letter. Only once we have sent you a Booking Confirmation will there be a legally binding contract between us and you (“the Contract”).
- 6.3 Booking Confirmations shall contain the following information:
  - 6.3.1 Confirmation of the Course ordered;
  - 6.3.2 The Fees payable for the Course ordered including, where appropriate, taxes and other additional charges; and

- 6.3.3 The name of and other information set out on the Booking Form relating to the Attendee.
- 6.4 If we, for any reason, do not accept or cannot fulfil your Booking Form, we will notify you as soon as reasonably possible and no payment shall be taken from you under normal circumstances. If we have taken payment any such sums will be refunded to you as soon as possible but no later than fifteen (15) working days from the date of our notification to you.
- 6.5 If you change your mind, you may cancel your Booking Form or the Contract before or after we begin providing the Course subject to these Terms and Conditions. For details of your cancellation rights, please refer to Clauses 10 and 11.
- 6.6 We may cancel your Booking Form at any time before we begin the Course in the following circumstances:
  - 6.6.1 The required personnel and/or required premises or materials necessary for the provision of the Course are not available; or
  - 6.6.2 An event outside of our control continues for more than fifteen (15) working days (please refer to Clause 15 for events outside of our control).
- 6.7 If we cancel your Booking Form under sub-Clause 6.6 and we have taken payment from you in respect of that Course, any such sums will be refunded to you as soon as possible and in any event within fifteen (15) working days from the date of our cancellation. If we cancel your Booking Form, you will be informed by telephone as soon as reasonably practicable, if your contact phone number is on your Booking Form, and the cancellation will be confirmed in writing by email.

## **7. Payment**

- 7.1 Payment of the Fees for the Course is due within 10 working days of the date of our Booking Confirmation but if your Booking Form is submitted less than one month but more than two weeks before the start of the Course the Fees for the Course will be due within 5 working days of our Booking Confirmation. If your Booking Form is received less than two weeks before the start of the Course the Fees will be due immediately upon your receipt of our Booking Confirmation. The Fees and payment details will be confirmed in the Booking Confirmation. Your chosen payment method will be charged as indicated.
- 7.2 We accept the following methods of payment on Our Website (without any additional fee):
  - 7.2.1 Debit card;
  - 7.2.2 Master card
  - 7.2.3 Visa card
- 7.3 If you do not make any payment to us by the due date as shown on our Booking Confirmation we may charge you interest on the overdue sum at the rate of 2% per annum above the base lending rate of Lloyds TSB from time to time. Interest will accrue on a daily basis from the due date for payment until the actual date of payment of the overdue sum, whether before or after judgment. You must pay any interest due when paying an overdue sum.
- 7.4 The provisions of sub-Clause 7.3 will not apply if you have promptly contacted us to dispute an invoice in good faith. No interest will accrue while such a dispute is ongoing. If you wish to pay in instalments please phone 01926 333 200 to discuss but in any event the final instalment will be required no later than 10 working days before the start of the Course.
- 7.5 Many of our Courses are free of charge as indicated on Our Website or in our marketing materials. If you are completing a Booking Form for a Course which is free of charge then of course any clauses in these Terms and Conditions which relate to

payment of Fees or refunds shall not apply but all other clauses shall remain in full force and effect.

## **8. Provision of the Course**

- 8.1 As required by law, we will run the Course with reasonable skill and care, consistent with best practices and in accordance with any information provided by us about the Course and about us. Please note that if you complete the Booking Form less than 14 calendar days before the start of the Course you may lose your right to cancel within the statutory 14 calendar day cancellation (or “cooling off”) period. Please refer to Clause 10 for your statutory cancellation rights. We will use all reasonable endeavours to provide the Course with reasonable skill and care, commensurate with best trade practice.
- 8.2 We will make every reasonable effort to run the Course on the date(s) set out in the Booking Confirmation. We cannot, however, be held responsible for any delays if an event outside of our control occurs. Please refer to Clause 15 for events outside of our control.
- 8.3 If we require any information or action from you in order to provide the Course, we will inform you of this as soon as is reasonably possible.
- 8.4 If the information you provide or the action you take under sub-Clause 9.3 is delayed, incomplete or otherwise incorrect, we will not be responsible for any delay caused as a result. If additional work is required from us to correct or compensate for a mistake made as a result of delayed, incomplete or otherwise incorrect information or action that you have provided or taken, we may charge you a reasonable additional sum for that work.
- 8.5 In certain circumstances, for example where we encounter a technical problem, we may need to delay, suspend or otherwise interrupt the Course to resolve the issue. Unless the issue is an emergency that requires immediate action we will inform you in advance by telephone or email before delaying, suspending or interrupting the Course.
- 8.6 If you do not pay us the Fees for the Course as required by Clause 8, the Attendee will not be able to attend or take part on the Course.

## **9. Your Consents and Acknowledgements Regarding the Attendee**

- 9.1 By submitting the Booking Form you give permission for the Attendee to attend the Course and to receiving medication as instructed and any emergency dental, medical or surgical treatment, including anaesthetic or blood transfusion, as considered necessary by the medical professional or authorities attending to the Attendee while on the Course.
- 9.2 You will be responsible for arranging transportation of the Attendee to and from the Course venue.
- 9.3 You understand and acknowledge that the Attendee may have to cross a main road between the residential accommodation and working rooms used for the Course and that it may not be possible to put male and female students attending the Course into separate residential blocks, but at a minimum they will be segregated by a floor.
- 9.4 You will take all reasonable steps to ensure that the Attendee will read, understand and comply with our ‘Points for a Comfortable Stay’ policy (the “Policy”) at all times while attending the Course. The Policy is available to read via this [link](#). Adherence to the Policy is for the safety of the Attendee and other students on the Course. If the Attendee breaks any of the conditions of the Policy we may dismiss the Attendee from the Course in which case you will be asked to collect the Attendee. We reserve the

right to advise the Attendee's head teacher of this action.

- 9.5 You acknowledge that while we and our employees, contractors and agents will take every reasonable care of the Attendee, we cannot be held responsible for any loss, damage or injury caused or suffered by the Attendee arising from attendance at the Course, save where personal injury is caused by our negligence. Please see Clause 15 for details of 'Our Liability'.
- 9.6 You acknowledge that photographs and video images might be taken during the Course and the image and/or voice, speech and name of the Attendee may be used, with others attending the Course, by us, our partners and other third parties and you consent to such use. If you do not wish to consent to this activity please tick the box on the Health form that is sent with the joining instructions.

## **10. Your Legal Right to Cancel (Cooling Off Period) and to Cancel Generally**

- 10.1 You have a legal right to a "cooling off" period within which you can cancel the Contract for any reason. This period begins once we have sent you a Booking Confirmation, i.e. when the Contract between you and us is formed. The period ends at the end of 14 calendar days after that date. In any event we go further than what is legally required and we give you the right to cancel the Contract at any time before the beginning of the Course. If you cancel the Contract we will return your deposit to you within 15 working days of the date we are notified of your cancellation.
- 10.2 If you wish to exercise your right to cancel under this Clause 10, you must inform us of your decision within the cooling off period. . Cancellation by email or by post is effective from the date on which you send us your message. Please note that the cooling off period lasts for whole calendar days. If, for example, you send us an email or letter by 23:59 on the final day of the cooling off period, your cancellation will be valid and accepted. If you would prefer to contact us directly to cancel, please use the following details:
- 10.2.1 Telephone: 01926 333 200
- 10.2.2 Email: [info@smallpeicetrust.org.uk](mailto:info@smallpeicetrust.org.uk)
- 10.2.3 Post: FAO Administration Department, The Smallpeice Trust, Holly House, 74 Upper Holly Walk, Leamington Spa, CV32 4JL
- 10.3 We may ask you why you have chosen to cancel and may use any answers you provide to improve our Courses and services in the future, however please note that you are under no obligation to provide any details if you do not wish to.

## **11. Our Rights to Cancel**

- 11.1 For cancellations before we begin the Course, please refer to sub-Clause 6.6.
- 11.2 We may cancel the Course due to an Event outside of our control (as under sub-Clause 14.2.4), or due to the non-availability of required personnel and/or required materials necessary for the provision of the Course. In such cases we will refund to you all payments made by you in respect of the cancelled Course within fifteen (15) working days of the date we notify you of the cancellation. Refunds will be made using the same payment method you used when ordering the Course.

## **12. Problems with the Course and your Legal Rights**

- 12.1 We always use reasonable endeavours to ensure that our Courses are trouble-free. If, however, there is a problem with the Course please contact us as soon as is reasonable possible via phone: 01926 333 200 or email: [info@smallpeicetrust.org.uk](mailto:info@smallpeicetrust.org.uk).

- 12.2 We will use reasonable endeavours to remedy problems with the Course as quickly as is reasonably possible and practical.
- 12.3 We will not charge you for remedying problems under this Clause 14 where the problems have been caused by us or where nobody is at fault. If we determine that a problem has been caused by you or the Attendee, including your provision of incorrect or incomplete information or taking of incorrect action, sub-Clause 10.5 will apply and we may charge you for the remedial work.
- 12.4 As a consumer, you have certain legal rights with respect to the purchase of services. For full details of your legal rights and guidance on exercising them, it is recommended that you contact your local Citizens Advice Bureau or Trading Standards Office. If we do not run the Course with reasonable skill and care or in line with the information we have provided about it, you have the right to request repeat performance by attending another course at a reduced cost or free of charge, or, if that is not possible or available within a reasonable time without inconvenience to you or the Attendee, you have the right to a refund of all or part of the Fees. Any such refund will be issued without undue delay (and in any event within fifteen (15) working days starting on the date on which we agree that you are entitled to the refund) and made via the same payment method originally used by you.

### **13. Our Liability**

- 13.1 We will be responsible for any foreseeable loss or damage that you or the Attendee may suffer as a result of our breach of these Terms and Conditions or as a result of our negligence. Loss or damage is foreseeable if it is an obvious consequence of our breach or negligence or if it contemplated by you and us when the Contract is created. We will not be responsible for any loss or damage that is not foreseeable.
- 13.2 Nothing in these Terms and Conditions seeks to exclude or limit our liability for death or personal injury caused by our negligence (including that of our employees, agents or sub-contractors); or for fraud or fraudulent misrepresentation.
- 13.3 Nothing in these Terms and Conditions seeks to exclude or limit our liability for failing to perform the Course with reasonable care and skill or in accordance with information provided by us about the Course or about us.
- 13.4 Nothing in these Terms and Conditions seeks to exclude or limit your legal rights as a consumer. For more details of your legal rights, please refer to your local Citizens Advice Bureau or Trading Standards Office.

### **14. Events Outside of Our Control (Force Majeure)**

- 14.1 We will not be liable for any failure or delay in performing our obligations where that failure or delay results from any cause that is beyond our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action by third parties, civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism, acts of war, governmental action, epidemic or other natural disaster, or any other event that is beyond our reasonable control.
- 14.2 If any event described under this Clause 14 occurs that is likely to adversely affect our performance of any of our obligations under these Terms and Conditions:
- 14.2.1 we will inform you as soon as is reasonably possible;
  - 14.2.2 our obligations under these Terms and Conditions (and therefore the Contract) will be suspended and any time limits that we are bound by will be extended accordingly;
  - 14.2.3 we will inform you when the event outside of our control is over and provide details of any new dates, times or availability of the Course as necessary;

- 14.2.4 if the event outside of our control continues for more than twenty-eight (28) calendar days we may cancel the Contract and inform you of the cancellation. Any refunds due to you as a result of that cancellation will be paid to you as soon as is reasonably possible and in any event no later than fifteen (15) working days after the date on which we inform you of the cancellation.

## 15. Communication and Contact Details

- 15.1 If you wish to contact us with general questions or complaints, you may contact us by telephone at 01926 333 200, by email at [info@smallpeicetrust.org.uk](mailto:info@smallpeicetrust.org.uk), or by post at FAO Administration Department, The Smallpeice Trust, Holly House, 74 Upper Holly Walk, Leamington Spa, CV32 4JL.
- 15.2 For matters relating to our Courses or your Booking Form, please contact us by telephone at 01926 333 200, by email at [info@smallpeicetrust.org.uk](mailto:info@smallpeicetrust.org.uk), or by post at FAO Administration Department, The Smallpeice Trust, Holly House, 74 Upper Holly Walk, Leamington Spa, CV32 4JL.
- 15.3 For matters relating to cancellations, please contact us by telephone on 01926 333 200, by email at [info@smallpeicetrust.org.uk](mailto:info@smallpeicetrust.org.uk), or by post at FAO Administration Department, The Smallpeice Trust, Holly House, 74 Upper Holly Walk, Leamington Spa, CV32 4JL.

## 16 Complaints and Feedback

- 16.1 We always welcome feedback from our customers and, whilst we always use all reasonable endeavours to ensure that your experience and that of the Attendee as customers of ours is a positive one, we nevertheless want to hear from you if you or the Attendee have any cause for complaint.
- 16.2 If you wish to complain about any aspect of your dealings with us, please contact us in one of the following ways:
- 16.3 in writing, addressed to Head of Operations, The Smallpeice Trust, Holly House, 74 Upper Holly Walk, Leamington Spa, CV32 by email, addressed to Head of Operation in the subject line [info@smallpeicetrust.org.uk](mailto:info@smallpeicetrust.org.uk)
- 16.4 by contacting us by telephone on 01926 333 200.

## 17 How we use your Personal Information (Data Protection)

- 17.1 All personal information that we may collect about you and the Attendee (including, but not limited to, name, address and telephone number) will be collected, used and held in accordance with the provisions of the Data Protection Act 1998 and your rights under that Act.
- 17.1 We may use your personal information and that of the Attendee to:
- 17.1.1 provide our services to you and the Attendee;
- 17.1.2 process your Booking Form (including payment) for the Course;
- 17.1.3 inform medical professionals and other third parties in the case of an emergency involving the Attendee; and
- 17.1.4 inform you of new products and/or services available from us (if you opt or have previously opted to receive it). You may request that we stop sending you this information at any time.
- 17.2 We will not pass on your personal information to any third parties without first obtaining your express permission.

## **18 Other Important Terms**

- 18.1 We may transfer (assign) our obligations and rights under these Terms and Conditions (and under the Contract, as applicable) to a third party (this may happen, for example, if we sell our business). If this occurs, you will be informed by us in writing. Your rights under these Terms and Conditions will not be affected and our obligations under these Terms and Conditions will be transferred to the third party who will remain bound by them.
- 18.2 You may not transfer (assign) your obligations and rights, or those of the Attendee, under these Terms and Conditions (and under the Contract, as applicable) without our express written permission.
- 18.3 The Contract is between you and us. Other than the Attendee, the Contract is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms and Conditions.
- 18.4 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.
- 18.5 No failure or delay by us in exercising any of our rights under these Terms and Conditions means that we have waived that right, and no waiver by us of a breach of any provision of these Terms and Conditions means that we will waive any subsequent breach of the same or any other provision.
- 18.6 We may revise these Terms and Conditions from time to time in response to changes in relevant laws and other regulatory requirements. If we change these Terms and Conditions at any time, we will give you at least fifteen (15) working days written notice of the changes before they come into effect.

## **19 Law and Jurisdiction**

- 19.1 These Terms and Conditions, and the relationship between you and us (whether contractual or otherwise) shall be governed by, and construed in accordance with, the laws of England and Wales.
- 19.2 Any disputes concerning these Terms and Conditions, the relationship between you and us, between the Attendee and us, or any matters arising therefrom or associated therewith (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.