



Registration and Disclaimer form with Terms of Business:

Please give as much information on this form as possible. If you feel that additional, unrequested information would be useful for us, please make feel free to submit as an addition to this form.

Start Date	
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REFERRER'S DETAILS

Name of Establishment	
Named Point of Contact	
Job Title	
Department Name	
Contact Number(s)	
Email Address	
Physical Address	
Preferred Initial <u>Emergency Contact</u> *	
Initial <u>Emergency Contact Details</u> *	

DISCLAIMER

Please read and sign the last page of this document to agree to the following disclaimer.

I (name) _____

Confirm that the students participating in this programme are healthy individuals and physically fit to the attend Learning to Listen programme. I know of no reason why participation in this programme would cause any harm. If this is not the case, I take responsibility to notify Learning to Listen prior to commencement of the programme.

I am happy with Easthall Farmhouse as a training facility.

On this programme all precautions are taken to ensure everyone's safety. Suitable clothing and approved hats are always advised to be worn when dealing with horses; however, I understand that horses are dangerous animals and that handling horses involves a risk of serious injury. I acknowledge and assume all such risks and therefore take overriding responsibility for my students whilst participating in the programme at Learning to Listen, Easthall Farmhouse.

**Please ensure all activity disclaimers are signed and returned to Learning to Listen along with this form.*



STUDENT DETAILS

Student's First Name		Student's Surname	
Unique Pupil Number (UPN) (If applicable)			
Gender			
Date of Birth		Age	
Approx. Weight			
Ethnicity			
Language(s) Spoken			
Current Address			
Telephone Number			
Living with (Parents/Carers)			
Does the Student belong to any of the following vulnerable groups? Insert 'Y' next to all that apply	<input type="checkbox"/>	Looked After Children	
	<input type="checkbox"/>	Unable to attend school because of medical needs	
	<input type="checkbox"/>	Gypsy/Traveller Children	
	<input type="checkbox"/>	Children of asylum seekers or unaccompanied minors	
	<input type="checkbox"/>	Young Carers	
	<input type="checkbox"/>	School Refusers	
	<input type="checkbox"/>	Teenage Parents	
	<input type="checkbox"/>	Young Offenders	
	<input type="checkbox"/>	Pupil Premium	
<input type="checkbox"/>	Free School Meals		

PARENTS / CARERS / AUTHORITY's DETAILS

Parents / Carers' Name	
Relationship to Student	
Contact Number(s)	
Email Address	
Physical Address	
Other Specific Contact Details	



Carer's Agency Name (if applicable)	
Contact Name	
Contact Number(s)	
Email Address	
Out of Hours Contact Details	

Social Worker Name (if applicable)	
Socials Worker's Local Authority	
Contact Number(s)	
Email Address	
Out of Hours Contact Details	

Local Authority's Name (if applicable)	
Contact Name	
Contact Number(s)	
Email Address	
Out of Hours Contact Details	

Parents / Carers Involvement. Please provide details of discussion held with parents/carers and their views in regards to this referral.	
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If the student has the involvement of a multi-disciplinary team (ie. CAF, TAC, TAF) please give name and contact details of the case coordinator.	
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IN LOCO PARENTIS

	'Y' = Agree	'N' = Disagree
We/I agree to an Education Specialist providing the students with basic first aid treatment for minor cuts/scrapes. In the event of an emergency or when in doubt, Education Specialists have been instructed to contact the emergency services.		
We/I agree to Learning to Listen Ltd providing equine facilitated learning exercises to the students both on the ground and via ridden activities, in the knowledge that any activities with horses have a risk of serious injury.		
We / I agree to photographs and videos being taken of the students (with their permission) to mark progress and achievement for each student during the programme portfolio.		
We/ I agree to photos and videos that are taken being uses for promotional/marketing purposes.		

EDUCATIONAL INFORMATION - CURRENT

Current Education Provision	
Address	
Time Period at Provision (dates)	
Named Point of Contact and Contact Details	
Name & Contact Details of SENDCO	
Student's Record of Attendance (%)	
Student's Engagement	

Student's Current Year Group	
Student's Current Key Stage	
Details of any Qualifications / Courses in progress: (exam board, course code, predicted grade, coursework, exam date)	



Details of Long-term Education and Career Plans (CEIAG)	
Details of Statement of Special Educational Needs & Disabilities (SEND) / Education Health & Care (EHC) Plan. (If an EHC Plan has been proposed, please give further details, including dates)	

HEALTH & CARE INFORMATION

Known Allergies	
Known Medical Conditions	
Known Mental Health Conditions	
Known Disabilities	
Regular Medication	
Special Dietary Requirements	
Special Disability Requirements	
Details of Other Professional Agencies Involved	
Any further details on the student's current medical, physical, emotional and mental health that we need to consider. Include details on any personalised support in place (e.g. weekly meetings with YOS, CAMHS, LAC Review, Connexions PA, Teenage Pregnancy Coordinators, etc.).	

PROVISION REQUIRED



Desired Start Date	
Hours per Day	
Days per Week	
Desired Day(s) of Sessions	
Desired Session Times	
Length of provision required (<i>minimum of half a term</i>)	

ANY SPECIFIC REASONS FOR REFERRAL AND DESIRED OUTCOMES

Please state any reasons/desired outcomes for the participating students:

RISKS ASSOCIATED WITH THE STUDENT

Is this Student at Risk from:	'Y' = 'Yes'	Details	Level of Risk (High, Med, Low)	Strategies to minimise risk
Family Members associating with them				
Adults associating with them				
Children / Young People associating with them				
Sexual Exploitation				
Criminal Activity				
Gangs/County Lines				
Radicalisation				
Internet / Social Media / Mobile Phone usage				
Female Genital Mutilation				



Other				
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Is this Student Known to:	'Y' = 'Yes'	Details	Level of Risk (High, Med, Low)	Strategies to minimise risk
Abscond				
Self-harm				
Misuse Substances (Including Smoking)				
Deal Drugs				
Be Part of a Gang				
Radicalise Others				
Steal Items				
Abuse or Cause Injury to Family Members				
Abuse or Cause Injury to Others				
Threaten Others (Including Bullying)				
Sexually Exploit Others				
Make False Allegations				
Damage Property Maliciously				
Commit Criminal Acts (Including Arson)				
Be Excluded/Barred from Certain Venues/Areas				
Have Issues with Travelling				
Have Difficulty with Anger/Emotion Management				
Exhibit Other Health & Safety Concerns				
Abuse Internet / Social Media / Mobile Phone usage				



Please provide any further information regarding any potentially risky behaviour of which the Learning to Listen team ought to be aware of in relation to keeping the students safe around the horses/animals.

FEES & FUNDING

I agree to the payment terms on the enclosed invoice.

Funding Provided By: (name of specific team)	
Named Point of contact for accounts payable	
Contact Number(s)	
Email Address/s	
Invoice Address	
Details of any specific arrangements	

TRANSPORT ARRANGEMENTS

Transport arrangements (Parent/ carer/ Taxi)	
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Named Point of Contact (Include Taxi Company details if relevant)	
Contact Number(s)	
Email Address	

AUTHORISATION

I confirm that I have received and agreed the Learning to Listen Fee Structure and I understand that by signing this form I agree that to the Terms and Conditions of payment and the above disclaimer on page 2.	
Authorised Signature	
Authorised Name	
Authorised Position	
Date	
On Behalf:	

Once we have received the referral form and the student place is officially booked, there is a minimum notice period of half a school term.

Learning to Listen or the Client/Parent/Carer may end this agreement by giving the minimum notice period of half a school term.

If the full notice period is not given, payment is non-refundable for all scheduled sessions.

LEARNING TO LISTEN CLIENT TERMS AND CONDITIONS

These terms and conditions (hereafter, the **Terms and Conditions**) are agreed and entered into between Learning to Listen Limited, a company registered in England, under company number 09916981 and registered address at Easthall Farmhouse, St Pauls Walden, Hitchin, Hertfordshire, England, SG4 8DL (**Learning to Listen**) and you, as a Client of Services.

These Terms and Conditions were last updated on 1 September 2022.

These Terms and Conditions can be changed by Learning to Listen at any time, and without the need for prior approval by Clients. Any updates shall be published on <https://learningtolisten.co.uk> (the **Website**).

1. Background



1.1. Learning to Listen enables transformation through the provision of Equine Facilitated Coaching Services and Therapeutic Outdoor Learning tailored for individuals (the **Services**).

1.2. These Terms and Conditions define the conditions under which Learning to Listen makes available the Services to the Client and the sale and purchase of Services.

2. Scope of application

2.1. These Terms and Conditions govern the sale and purchase of Services between the Clients and the Learning to Listen and must be accepted by the Clients in order to use the Services.

2.2. These Terms and Conditions shall be deemed to be accepted by the Client through Learning to Listen's receipt of a completed and signed referral / enrollment form for the delivery of certain Services. On Learning to Listen's acknowledgement of receipt and issue of written **Booking Acceptance**, a **Booking** is created in respect of such Services.

2.3. These Terms and Conditions are available at any time on the Website and will prevail, if necessary, over any other version or any other contradictory document or contract, whether or not Learning to Listen is party to or author of such a contradictory document or contract.

2.4. These Terms and Conditions can be changed by Learning to Listen at any time, and without the need for prior approval by Clients. Any updates shall be published on the Website. The modifications of these Terms and Conditions are enforceable as from their publishing on the Website and cannot apply to any Services previously booked. It is the sole responsibility of the Clients to ensure they are aware of the latest version in force at all material times.

2.5. Clients' use of the Website is subject to Learning to Listen Privacy Policy, along with any terms or policies applied by Learning to Listen.

3. Bookings

3.1. Making the Booking

3.1.1. Bookings are made when a Booking Acceptance is sent by Learning to Listen to your nominated email. If you do not receive a Booking Acceptance, you should contact Learning to Listen as the Booking does not yet exist.

3.1.2. Your purchase is final only after confirmation of receipt of your payment in cleared funds and when you have received a Booking Acceptance.

3.1.3. Learning to Listen reserves the right to decline a booking request at our complete discretion, including circumstances where a Coach is no longer available, if it is felt that needs cannot be met, or if there is a breach of these Terms and Conditions.

3.1.4. Learning to Listen will make available to the Coaches any personal information provided as part of the referral / enrolment form which is required for provision of the Services.

3.2. Changes to your Booking

3.2.1. If you wish to cancel a Booking, you must notify Learning to Listen in writing. Once a Booking Acceptance is issued by Learning to Listen, any Booking cancellations made with less than 7 days' notice from the Services start date shall incur a cancellation fee equal to 50% of the Fee.

3.2.2. Learning to Listen may make changes to the Booking where it considers it to be reasonably necessary. In such cases, we will endeavour to provide you with written notice of the change.



3.2.3. This does not affect your other applicable statutory rights and it is Learning to Listen's responsibility to ensure your consumer rights are met. For detailed information please visit the Citizens Advice website at: www.adviceguide.org.uk or call 03454 04 05 06.

4. Prices & Payment

4.1. The Services are supplied at the prices quoted in the individual programmes and services information provided by Learning to Listen ahead of the Booking (the **Fees**).

4.2. All prices are indicated in GBP. All prices are exclusive of any applicable sales taxes which must be paid in addition to the Fee.

4.3. An invoice will be issued by Learning to Listen and emailed to you upon confirmation of the Booking. Payment is due on the payment date stated on the invoice, failure to meet this payment date may result in a delayed start or suspension of attendance.

4.4. Payments of the Fee may be made by way of bank transfer to Learning to Listen. The payments you make will be considered as final only after Learning to Listen's receipt of the amounts due.

5. Provision of the Services

5.1. Learning to Listen will provide the Services to you for the duration detailed in the Booking Acceptance.

5.2. If the delivered Service is not carried out with reasonable care and skill, Learning to Listen will be responsible for remedying or reimbursing you for the Service.

5.3. Learning to Listen may change the format, structure, content and materials of the programmes that form our Services at any time. We cannot guarantee that any particular Coach will be available for the time of your Booking.

5.4. Learning to Listen reserves the right to alter the Services on any given day due to animal welfare, health issues, staff shortages, bad weather or other circumstances outside of our control. In such cases, we will endeavour to replace the affected activities with a similar task and keep changes to a minimum.

5.5. Any assessments that form part of the Services are to be evaluated at Learning to Listen's discretion and any decisions made by Learning to Listen are final.

5.6. According to the Consumer Rights Act 2015, the Services must be carried out with reasonable care and skill, within a reasonable time for a reasonable price. You agree to the time and price of the Services when the Booking Request is submitted.

6. Client Responsibilities

6.1. Many of the Services are equine facilitated, meaning we work with horses to deliver our coaching services. The horses are trained by Learning to Listen and we will provide training to Clients in health & safety considerations when working with horses.

6.2. Notwithstanding Section 6.1 above, Learning to Listen does not give any guarantees in respect of the horses. In receiving the Services, you warrant that you will:

6.2.1. take steps to satisfy Yourself of the risk of engaging in the Services and working with horses;

6.2.2. advise Learning to Listen of details of any allergies you have to horses, their food or their typical environment;



6.2.3. wear appropriate clothing and footwear, as advised by Learning to Listen;

6.2.4. wear a compliant hard hat for all ridden work, regardless of age. Clients over 16 years old may choose to wear a hard hat provided by Learning to Listen when working on the ground with the horses. Clients under 16 years old are required to wear a hard hat when handling horses provided by Learning to Listen or may otherwise choose to use Client's own, which must comply to PAS01598/2011 with BSI kitemark.

6.2.5. disclose to Learning to Listen if, for any reason, you feel that they might not be physically or mentally safe to participate in the Services.

7. Content

7.1. If Learning to Listen provides you with any materials as part of the Services (**Materials**), the intellectual property rights in those materials shall be owned by Learning to Listen or any third party who has given us the right to use them.

7.2. Unless Learning to Listen gives you express permission in writing, you have no right to modify, copy, adapt or otherwise alter the Materials, share them with a third party or try to retrain or resell them.

7.3. Any content shared or provided to you as part of the Services, whether in writing or otherwise, is confidential in nature and you agree not to disclose it at any time, except where required by law, court order or any governmental or regulatory authority.

8. Learning to Listen's Liability & Insurance

8.1. Except for any legal responsibility that we or a Coach cannot exclude in law (such as for death or personal injury) or arising under applicable laws relating to the protection of your personal information, Learning to Listen is not legally responsible for any losses that were not caused by any breach by Learning to Listen or for any indirect and consequential losses.

8.2. Subject to clause 8.1, we are responsible to you for foreseeable loss and damage caused by us.

8.3. We exclude all liability to you to the extent possible under applicable laws. We are not responsible for any loss or damage that is not foreseeable.

8.4. 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.

8.5. Learning to Listen's liability to you shall not exceed 100% of the value of the Booking to which any liability relates.

8.6. Learning to Listen shall maintain, for the term of this Agreement at its own cost and expense, appropriate professional indemnity insurance, and other appropriate insurance coverage in respect of its obligations under this Agreement, with a reputable insurer on customary terms and conditions prevailing in the insurance market and provide valid and current evidence of such cover to the Client upon request.

9. Force majeure

9.1. No party is responsible for an event outside their control. In this case, 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, neither we nor any of our Coaches will be liable for delays caused by the event. If there is a risk of substantial delay (exceeding 12 months), you may contact us to end the Services and receive a refund for any Services you have paid for but not received.

10. Applicable law and Resolving Disputes



10.1. These Terms and Conditions are governed by the laws of England and Wales.

10.2. Whilst we hope to resolve any issue you may have with Learning to Listen or any Coach amicably by contacting us via the Learning to Listen complaints procedure or by sending an email to hello@learningtolisten.co.uk, you are able to bring legal proceedings in respect of the Services in the courts of England and Wales.