



## Equi-Therapy UK Training Courses: Contractual Terms and Conditions

***For the purposes of this document Equi-Therapy UK will henceforth be known as ETUK and students or trainees will henceforth be known as candidate(s). Submission to ETUK of a completed course Booking Form (either Diploma or Certificate) will be regarded, in law, as acceptance of the Equi-Therapy UK Training Courses: Contractual Terms and Conditions noted below.***

### **General Terms and Conditions:**

#### **(a) Fees:**

All fees for the Equine Sports Massage Diploma (ESMT Dip) course must be paid **in full** at least one calendar month prior to attending the course unless previously agreed formally in writing. If fees are unpaid without agreement or notice then ETUK reserves the right to cancel the course without prior notification. There will be no refund of fees already paid.

The deposit for the Equine Massage Certificate (EMC) course is non-refundable; the balance is due, in cash, on the course date.

#### **(b) Course Times:**

Courses are intensive and will require both hard work and dedication. The Diploma course, being a professional training qualification, will require a considerable amount of study and practical work at home (200 hours) prior to graduation.

Candidates are normally required to arrive at the teaching venue 15 (fifteen) minutes prior to the given start time each day; the day usually finishes at 4.30 pm unless otherwise stated.

#### **(c) Assessments:**

Candidates are under continuous assessment from the commencement of the course until its completion. Assessment includes, but is not limited to:

- general attentiveness and attitude during the teaching sessions
- the demonstration of practical skills
- demonstration of a positive mental attitude to learning
- willingness to discuss, question, and respond to, issues raised during teaching sessions
- personal appearance in relation to the requirements of hands-on teaching sessions - i.e. short nails, hair held back securely, appropriate clothing and comfortable, safe footwear
- written case studies (Diploma)



**General Terms and Conditions continued:**

**(d) Case Studies and Practical Examination (Diploma):**

In order to become a Qualified ETUK therapist candidates must achieve the required number of hours of and Case Studies within the given timescale unless prior agreement has been given in writing for this timescale to be extended. Examination of the Case Study portfolio will determine the candidate's success or otherwise. All practical examinations will be undertaken by an ETUK Tutor at an agreed venue and the Case Study portfolio will be examined by Gillian Carter-Morgan, Principal ETUK Tutor.

**(e) Attitude and Equal Opportunities Policy:**

All candidates are expected to maintain a positive attitude during training in order to establish and maintain good working relationships and a relaxed atmosphere. This is taken into consideration in assessing a candidate's competence. Any candidate who displays a negative attitude cannot be assessed as competent. If the negative attitude is disruptive that candidate will be asked to leave the course immediately under the ETUK terms and conditions. Aggressive, abusive, disruptive or discriminatory behaviour will result in removal from the course; this includes discrimination on the grounds of sex, religion, sexual orientation, disability or any other issue offensive to others. Damages, or any refund of fees paid, may not be sought by any candidate removed from the course under these circumstances.

**(f) Hygiene, Health and Safety:**

All candidates must be aware of their own, and others', health and safety when attending the training sessions. All candidates must:

- ensure that they adhere to ETUK's teaching of clinical hygiene practices when attending training sessions. This extends to all training and communal areas.
- adhere to the standard UK Health & Safety at Work policy.

**(g) Complaints Procedure:**

A complaints procedure has been put in place by ETUK. This will be discussed on the first day of the course training.

**(h) CV / Qualification Portfolio:**

Diploma course candidates must submit a copy of their up to date portfolio/CV for assessment in order to provide proof of appropriate professional qualification to undertake the training. The portfolio can contain copies of qualifications, coursework and any other relevant information. At the end of the Diploma course, a completed ETUK Case Study portfolio must be handed in for assessment which, along with a practical examination, may result in successful graduation.



**General Terms and Conditions continued:**

**(i) Graduation - Certification or Re-sit:**

Candidates that successfully complete the training course will be issued with the relevant documentation.

For the Diploma, if the required amount of hours of case studies are achieved and portfolio completed, the work will be Internally verified and assessed by Gilliyan Carter-Morgan, the ETUK Principal Tutor. Certification will not be issued if the course fees have not been paid for in full or the portfolio not completed by this time.

Candidates who do not complete the training course to the standard required will be offered the chance to address, and provide proof of, the issues that need improvement in to reach the required standard. Candidates who opt not to provide the required proof of such competences will not be awarded any certification and there will be no refund of course fees.

**ETUK TERMS AND CONDITIONS:**

These will be automatically agreed and accepted upon the submission of a Booking form for any training course. All candidates must abide by the terms and conditions laid out above and below which form the basis of the contract between ETUK and the candidate. The terms and conditions must be read carefully as a contract is a legally binding document.

1. The completed booking form contracts the candidate to pay for the course(s) detailed on the Booking form. This applies to both emailed and postal applications. Your legal rights under the Consumer Contracts Regulations 2013 are unaffected. This clause applies to all courses, with or without confirmed dates.

2. Deposits and course fees should be considered non-refundable. Candidates are entitled to request a refund of all monies paid within the 14 days of booking date under the Consumer Contracts Regulations 2013. This application must be made in writing to our Head Office, % 8 Swift Court, Eastwood, NG16 3HX. Any course materials already supplied must be returned in unused condition, at the applicant's expense. The cost of replacing any used course materials will be deducted from the refund. Failure to cancel within 14 days of booking date will commit the candidate to pay the course fees in full. Candidates have the option of full payment upon booking, or payment of a deposit and the balance within one calendar month of the course start date (Diploma) or on the course date (Certificate). ETUK reserves the right to refuse a deposit and request payment in full for any training course. Other one day workshops must be paid for in full at the time of booking. It is the candidate's responsibility to ensure that all payments have been received as indicated.

3. In the event that a candidate cannot attend the course training dates booked, and the candidate notifies ETUK to that effect in advance, ETUK will endeavour to book the candidate on an alternative course. ETUK reserves the right to charge a course fee surcharge. This is due to loss of earning from the cancelled space, and also from the alternative course date.

4. If a candidate fails to attend the booked practical training dates without prior notification the candidate will be charged for the full cost of the course.



## **ETUK TERMS AND CONDITIONS CONTINUED**

5. ETUK reserves the right to refuse any booking.

6. ETUK reserves the right to alter and amend any aspect of our courses at any time without notice; this includes but is not limited to, course fees, modules, tutors, course workbooks or other course documents and awarding body.

7. ETUK reserves the right to cancel a course after booking. In this event we will offer alternative dates or refund the course fees in full. Please note that ETUK's liability will be limited only to the value of the course fees paid. ETUK recommends that, for Diploma course candidates staying on location, travel insurance is taken out to cover the travel and accommodation for the duration of the course.

8. ETUK reserves the right to cancel any student's practical training immediately, and without notice, in the event of abusive, aggressive or discriminatory behaviour towards any member of ETUK staff, other students or site visitors. No refund of course fees will be given. The list is not an exhaustive one, but includes: foul and abusive language, racist, sexist or homophobic remarks, failure to participate in practical sessions, behaviour that results in the class being disrupted, or teaching being interrupted, derogatory or defamatory comments, either verbal or written, insulting behaviour, either verbal or written. This extends to any of the above activities which create additional administrative workload. ETUK reserves the right to seek compensation for any fees, legal or otherwise, incurred whilst dealing with behaviour or activities mentioned in this section.

9. This contract is deemed valid by both parties upon agreement of the ETUK Terms and Conditions by the candidate submitting a completed Booking form and ETUK's confirmation of acceptance of the booking.

10. ETUK reserves the right to change the training venue or course tutor, without notice, in the event of the original venue or tutor being unavailable, or for any other reason.

11. Diploma candidates must attend 100% of the practical training dates as required. Candidates missing any training days or modules will be required to attend alternative dates by mutual agreement. Any candidate not able to attend booked training dates will have alternative dates offered subject to space. Where space is not available or the candidate cannot attend the alternative dates, private tuition from an ETUK tutor will be available at a cost of £200 per day or part thereof.

12. Any candidate not reaching the required standard will be allowed to re-sit any written examinations and practical assessments at a later date. The first re-sit will be charged at £150. Subsequent re-sit will be charged at £250, up to a maximum of two re-sits. Re-sit dates will be dependent on available space.

13. An internally assessed and verified qualification will be issued subject to the following conditions:

- all case studies and coursework is completed,
- full payment for the course has been made.

Certification is issued immediately upon completion of day courses and within 2 weeks of a successful final examination for the Diploma course.

14. Replacement ETUK certificates will be charged at £30 each.



## ETUK TERMS AND CONDITIONS CONTINUED

15. From time to time during the practical training, the use of photographic and video equipment will be in use. ETUK reserves the right to use any photographs or videos obtained during the teaching sessions for use in promotional or marketing materials, for publicity or educational purposes. Any candidate wishing to take photographs or videos may do so only with the express permission of the course tutor. Videos or photographs of a training session or demonstration taken by a candidate will be subject to ETUK copyright and may not be used for any purpose other than as a study aid. The candidate is prohibited from using the photographs or videos on any website or in publication, either online or in print. ETUK reserves the right to use video or voice recording of any training, assessment or feedback session with prior notification.

16. All ETUK training courses are subject to strict international copyright. Any use of ETUK course materials and information without prior permission from ETUK is forbidden. ETUK will aggressively enforce its intellectual property rights to the fullest extent of the law, including the seeking of criminal prosecution.

17. Any candidate who misses all or part of their training dates due to accident, injury or illness that prevents them from continuing can, on submission of a medical report and at the discretion of ETUK, have their training dates transferred without penalty to alternative course dates subject to availability. The medical report must specify why the candidate cannot attend the training.

18. ETUK reserves the right to amend these terms and conditions and training contract at any time but this right shall not affect the existing terms and conditions accepted by the candidate upon booking. These terms and conditions shall be in accordance with the law of England.

Any questions regarding these terms and conditions should be directed to:

Gilliyan Carter-Morgan,

Proprietor and Principal Tutor,

Equi-Therapy UK, % 8 Swift Court,

Eastwood,

NG16 3HX

Tel: 07909990445

email : [enquiries@equi-therapy.co.uk](mailto:enquiries@equi-therapy.co.uk)

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