

Terms & Conditions and Disclaimer

Fliss Smith t/a Serendipity

Last updated: 15/04/2025

Definitions

- **“Serendipity”** – Fliss Smith trading as Serendipity.
- **“Referrer”** – The person referring a participant to Serendipity, usually the one completing the booking form.
- **“The learner” / “participant”** – The individual taking part in sessions with Serendipity. This may be the same person completing the booking form (e.g. an adult booking for themselves), or someone the referrer is booking on behalf of (e.g. a child or dependant). Where the learner is under 18 or otherwise dependent, the referrer must have legal responsibility or the authority to make decisions on their behalf.
- **“Equine Assisted Learning”** – Experiential learning sessions designed to support self-awareness, emotional growth, and personal development. Sessions are based at our premises but may also include time spent in the surrounding natural and local environment. They may involve interaction with horses and other animals or focus more broadly on connection with the outdoors. All activities are ground-based and accessible; no prior experience with animals is required, and no riding takes place.

1. The Service

1.1. A **session** consists of Equine Assisted Learning and related activities. Sessions may range from 1 hour to a full day.

1.2. We accept learners aged **8 and over**. Learners under 8 may be accepted at the facilitator’s discretion, based on specific needs.

1.3. Sessions may include interaction with animals such as horses & ponies, dogs, cats, guinea pigs, chickens, or sheep.

1.4. Our sessions take place on private land in Butleigh, Near Glastonbury, Somerset. To protect the wellbeing of participants and animals—and to maintain a calm, focused environment—the site is not open to visitors or drop-ins. We meet at a central point in the village and walk to the premises together.

The exact location is shared once a booking is confirmed. All children and young people are accompanied by the facilitator at all times, including during arrival and departure. These measures form part of our safeguarding approach and help us ensure the space remains safe, quiet, and supportive for everyone involved.

1.5. Our accounts and correspondence address is available upon request and is included on all invoices. Please note, this is not the location of sessions.

2. Payment Terms

2.1. Sessions are booked in term blocks unless otherwise stated. An invoice will be issued once we receive a completed booking form. **Full payment is required before a place can be confirmed.**

2.2. Once sessions are booked and invoiced, **they are non-refundable**. This applies to cancellations or missed sessions for any reason.

2.3. Bookings are **non-transferable**. We do not offer ad-hoc or replacement sessions. If a learner arrives late, the session will still end at the scheduled time.

2.4. Learners must be collected on time. Repeated lateness may result in future sessions being cancelled without refund.

2.5. If you are unable to attend a session, we ask that you let us know as soon as possible. However, we do not offer rescheduling or refunds for missed sessions.

Each learner’s place is held exclusively for them, and group dynamics are carefully considered when planning sessions. Because of this, spaces cannot be easily reallocated—even if we have a waitlist.

Sessions rely on consistent attendance for planning, safety, and the wellbeing of our animals and facilitators. Resources are prepared in advance and time is reserved specifically for your booking.

2.6. We truly appreciate as much notice as possible for cancellations, and **ideally, we request a minimum of 24 hours’ notice**. Unfortunately, due to the nature of our services and the resources required, we cannot offer

rescheduling or refunds for missed sessions. Cancellations made within 24 hours will still be charged at the full rate, as we are unable to reallocate the time or resources at short notice.

2.7. In cases of extreme events (e.g. severe weather, natural disasters, pandemics, or official travel restrictions), we reserve the right to cancel sessions. **No refunds will be given in these circumstances.**

3. Confidentiality & Consent

3.1. Agreement to these Terms & Conditions and Disclaimer is required before participating in sessions. Consent is collected via checkbox on the booking form.

3.2. All session records are stored securely. Media consent (photos/video) is collected via the booking form. Our full Privacy Policy is available on our website.

4. What to Expect from Serendipity

4.1. All activities are risk assessed. Facilitators hold up-to-date insurance, DBS checks, and first aid certification.

4.2. All staff and volunteers receive safeguarding training.

4.3. Serendipity's policies and procedures are available for review **during opening hours by appointment**. As our team may be engaged with learners or other activities, please contact us in advance to arrange a suitable time to review these documents.

4.4. We tailor sessions to individual learners' needs and work towards clear goals.

4.5. **Bullying is not tolerated**. We reserve the right to cancel sessions where bullying occurs and no resolution is possible. No refunds will be issued.

4.6. Learners under the influence of alcohol, drugs, or in possession of dangerous items will be asked to leave. No refund will be given.

4.7. **No smoking is permitted anywhere on the premises.**

5. Responsibilities of the Referrer

5.1. The referrer will liaise with Serendipity if any problems or concerns arise affecting the learner, including medical conditions, safeguarding issues, or any other factors that may impact participation in sessions. This includes, but is not limited to, allergies, mobility limitations, mental health considerations, or any concerns related to the learner's safety or wellbeing. Keeping us informed ensures that we can provide appropriate support and maintain a safe environment for all involved.

5.2. If a learner cannot attend a session, the referrer must inform us as early as possible via phone or email.

6. Complaints Procedure

6.1. Concerns should be discussed informally with the facilitator first.

6.2. If unresolved, a formal complaint may be submitted and will be handled in line with our Complaints Policy (available on request).

6.3. Feedback and complaints will be reviewed and used to improve services where applicable.

7. COVID-19 Policy

7.1. All learners must follow current COVID-19 guidelines.

7.2. If a session is cancelled due to symptoms or isolation (either by the learner or Serendipity), **no refund will be provided.**

Disclaimer

This is a legally binding document. Please read it carefully. If you have any questions, ask Fliss Smith before agreeing.

Nature of Activities

Sessions at Serendipity are experiential and flexible. They may include interaction with horses and other animals, or time spent in the natural and local environment. Not all sessions directly involve animals—some are inspired by their presence and the setting they create.

Activities may unfold organically in response to the learner's interests. For example, a learner might notice lichen while leading a pony, which leads to a walk through the village to explore further. These activities may take place both on-site and in the local area, such as nearby parks, churchyards, village paths, and footpaths. All activities are ground-based, on foot, and are fully supervised by a facilitator to ensure they remain safe, purposeful, and within appropriate boundaries. No riding or vehicle travel is involved.

Acknowledgement of Risk

Whilst all activities are carefully assessed for risk, I acknowledge that working with and around animals can be unpredictable. Horses and other animals may behave in unexpected ways, which can cause injury, disability, or damage to persons or property.

I also understand that outdoor activities carry inherent risks—such as uneven ground, changing weather, or exposure to natural and man-made elements (e.g. fencing, equipment, surfaces)—that may contribute to injury or discomfort.

I accept that I may be injured, or that my property may be lost, damaged, or destroyed during these activities. Other people may cause me injury or damage to my property, or I may unintentionally cause injury or damage to others.

I am participating voluntarily and take part at my own risk and have disclosed any relevant medical conditions. I understand it is my responsibility to update Serendipity with any changes to my health or circumstances.

Risk Warning

I acknowledge that I have been informed of the potential risks associated with taking part in Equine Assisted Learning and outdoor activities. These risks include, but are not limited to:

- Unpredictable behaviour of horses and other animals
- Uneven terrain, slips, trips, or falls
- Changes in weather and exposure to natural elements
- Risks from man-made structures, surfaces, or equipment
- Emotional or physical responses to the activities

All activities are risk assessed in advance, and Serendipity takes appropriate steps to manage foreseeable risks and maintain a safe environment for learners, staff, and animals.

I understand that, despite these precautions, risk cannot be completely removed, and injury or harm may still occur.

Serendipity has a duty of care to provide a safe and supportive environment where possible. By choosing to participate, I accept that I am doing so voluntarily and with an understanding of the nature of these risks.

Assumption of Risk

I accept and assume all risks associated with participation in these activities, including the risk of physical harm.

Waiver, Release, and Indemnity

I release and hold harmless Fliss Smith t/a Serendipity and all staff, volunteers, or associates from any liability for injury, loss, or damage arising from my participation. This includes any harm resulting from negligence or accident.

I agree to indemnify Serendipity against any claims made against them as a result of my participation.

Participant Responsibilities

I agree to follow all rules and instructions provided. I understand that failure to do so may result in my exclusion from the session without refund. I agree to report any injuries or incidents to Fliss Smith before leaving the premises.

In the event of illness or injury, I authorise Serendipity to arrange appropriate first aid or emergency medical treatment if needed.

Acknowledgement

By signing and checking the agreement box on the booking form, I confirm that I have read, understood, and voluntarily agree to these Terms & Conditions and the Disclaimer.