

## Lingfield Terms & Conditions

We have tried to keep these as succinct as possible - it still has to be full and detailed.

**Use the navigation pane on left to find headings (Tools: show/hide)**

### [Payment Procedures - Legal issues - copyright information](#)

'We' / 'our' etc., means Lingfield Correspondence / Lingfield Equine Distance Learning courses and the Lingfield Instructor Group. 'You' means the person paying for the course and/or 'the student' enrolled on the course.

#### Enrolment:

On completion of a Lingfield Correspondence enrolment form or online registration/enrolment form, you and / or the person for whom you are paying, are deemed to have accepted the terms and conditions as stated on the web site and in the Prospectus. Whether paying in instalments or in full, having registered and completed a payment process, you have entered into a contract with a legally binding obligation to pay the fee.

It would be a great help to our tutors if they are advised of any dyslexia or anything that may affect coursework, including learning difficulties etc. prior to the start of a course. Confidentiality will be maintained. Parents / care workers or anyone paying for a course for someone else please be sure to take note of final paragraphs.

#### Refunds and Cancellations:

By law (2015), for digital downloads, we are legally bound to offer either of the following:

Immediate download of the first digital file in a course, and no refund option

or

Force the purchaser to wait for 14 days before we allow the download.

We offer immediate download and, (with the exception of the ABRS CPD Responsible Groom course, SC4 & SC2 - the Equine First Aid Course and SC2 Schooling/training courses) – we offer a 48 hour refund period providing you let us know in writing by post (within 48 hours - see below). You must give a seriously valid reason for not being satisfied with the content of the file. Realising you do not have a suitable device on which to work or deciding you do not have enough funds are not valid reasons – those decisions must be made prior to purchasing/paying. The Equine First Aid Course SC4 & SC2 offer no refund option.

Depending on how you paid, with the exception of the Equine First Aid Course & SC2 which are on reduced fees, we will refund the full or balance of the course fee or initial instalment, less £10 administration charge in accordance with these terms and conditions without quibble on receipt of written cancellation together with the hard copy of the email on which the downloads were provided – this must be posted standard 1st class to the address provided by the office, & received by us within 48 hours of payment in full or part, or receipt email containing the download link. See below for

#### Cancellation Procedures

Legally, if a digital file is offered for immediate download on payment, there is no legal cooling off period and the contract of sale begins at the time of the purchaser entering the contract – i.e. completing the enrolment, registration details on the website and making either full or part payment. With the exception of the the ABRS CPD Responsible Groom course, Equine First Aid Course & SC2, Lingfield however, is prepared to offer a 48 hour period to enable you to study the presentation and format of the first course file and documentation regarding Procedures.

Send written cancellation by email explaining why the course is not for you. *You must also* post a copy of the email together with the order email/the hard copy of the email on which the downloads were provided.

This cancellation must be posted by UK standard 1st class mail to the address provided by the office administrator or on our website. It must be received by Lingfield within 48 hours of your receipt of the first communication or email containing the download link – or the email with first course file/s attached.

*Do not pay for 'guaranteed delivery' or 'signed for' etc. in case the office is not manned - but do obtain 'proof of posting'.*

Should you decide after receiving your first course communication from us or file (called Section and/or Study Pack), that you do not wish to continue with the course/s or programmes, and have followed cancellation procedures, we will, in line with the legal requirement for 2015, within 14 days of payment of the full fee, or first instalment, agree to refund your payment less any on-line charges.

In all instances this will be less an administration charge of £10 for admin and or setting up the enrolment. All courses or programmes on which you are enrolled will be cancelled at this time, your ownership of the course is relinquished. (Copyright is still binding after cancellation).

In the event of cancelled, referred cheques or stopped payments, all courses / programmes will be terminated by us without notice. In the event of missed or non payments of standing orders we will assume the student has terminated the course. Payments outside those arrangements provided on the website are only agreed if previously arranged with the admin office. Be sure you do not jeopardise your course by assuming payments may be made at your discretion.

### **Delivery of course material:**

On full payment via the website, initial files are automatically sent via a digital link in an email.

If paying in instalments and only when payment system is in place, manual activation of the email with the digital download link will be set up as soon as we are able.

Course material is sent via email as digital encrypted PDF files (password protected for copyright purposes) – a recent version Adobe Reader ([app links for windows & ipads on this page](#)) or equivalent standard pdf reader is required to view them and to work with assignment files – a mobile phone is not recommended and the windows pdf reader is too basic.

Students must provide an email address which accepts encrypted files. Encrypted files, may not be accepted via email networks with high security settings – especially those such as Legal and Accounting organisations, the NHS or other governmental email addresses and networks.

Course files cannot be sent in bulk. Receipt of the first file is accepted as ownership of a course or programme in its entirety. Agreeing to terms and conditions on the website is completion of the contract of sale. With full payment enrolments, the second course file cannot be sent for approximately 14 days after completion of enrolment & subsequent files are sent at 7 or 10 day intervals dependent on specific course procedures. With combined course 'programmes', students must work progressively through the course files. Requests for course material are subject to fixed procedures and are entirely the responsibility of the student. Course material however, will be sent only on receipt of individual requests which must fit the 'Procedures'.

Confirmation of the first file having been saved to a personal device, opened correctly & viewed by the student must be made within 24 hours of receipt to complete the legal transaction of sale. Subsequent / 2nd file may not be requested / will not be sent for approximately 2 full weeks to enable us to comply with legal requirements of digital sales. In the case of instalment payments see below. Students must work through the course in the prescribed manner with the required 'gap' which, after the initial 14 days is usually 10 days. No exceptions are made to this rule. See main Course Info page for full delivery details including fast track option.

- Course material is available only as part of a complete course.
- Mobile phones are not generally considered to be a suitable device for saving files to Adobe Acrobat or documents folders, nor for working on course file assignment documents.

- **Course files are not available on an individual basis – except for replacements in exceptional circumstances. Request procedures must be adhered to.**
- A complete Level 1 or 2 Equine Care & Management course will not be sent in less than 3 months per course, Level 3 in five months, a specialist course in 6 weeks with the exception of the BHS Teaching award preparation course which may be subject to forthcoming exam/assessment dates.
- All course file delivery, is subject to instalment payments.

### Payments and Instalment plans:

We accept only GB Sterling. All bank and money transfer fees are the responsibility of the person paying for the course. Payments for instalments via standing order are accepted from UK bank account holders only. If fees are paid by more than one payment, in the event of cancellation of the course by the student within the prescribed timescale, the first payment is subject to the above terms. Instalment payments delay course material - see below.

### Standing Orders:

Must be set up following exactly the instructions sent with the order email. They must be set up with a UK bank by the student with their bank. The form available within the order email or [HERE](#) on this website must be completed using Adobe Acrobat and returned to the office **ALONG WITH** (within the returning email). a chronological list of payment dates & statement confirming that you have set up the Standing Order with your bank. The student must use their name as a reference with their bank to enable us to locate and tie in the payment with their registration. There will be no refund of any initial payment or any other further instalment payments should any subsequent payment not arrive on the due date.

### Delivery with monthly Instalment Plans:

Minimum timescales for sending course material will be no less than monthly intervals. Requests may only be sent after each monthly instalment payments is likely to have been received by Lingfield. The final file in any course/programme may only be requested when the full fee has been paid. [see also this Legal issues link](#) Lingfield will assume the student has terminated the course if a payment fails to arrive on the due date or via the arranged route. Please record the dates of payments to ensure this does not happen. Should we contact you at any time in connection with a change of date/bank details etc., you must acknowledge and understand that it is your responsibility to make the relevant changes to your bank payments to enable your course to continue.

### Assumed termination

Students are not restricted to a completion time for our courses. As long as students study and request files periodically there is no fixed completion date. Students are asked however, to make contact by email at least every 6 months to advise they are still keen to complete their course/programme. If, two years after initial registration/enrolment, course completion is not accomplished, or if we receive no contact from a student for *a period of 12 months*, enrolment on Lingfield Correspondence courses will be deemed to have been terminated by the student. If there has been no contact, the course and records are archived and there is a charge of £70 for re-instating the course enrolment after 1 year up to a maximum of 2 years.

However, it is easy enough to drop us a note, within the 6 month timescale, to let us know that life is busy but you are still keen to continue eventually. To avoid assumed termination after a long break, at least one module (Study Pack or Section file) must be, or have been, requested during that first 1 year period after enrolment/registration. To clarify

- Providing you have requested at least one file after enrolment, you may take a 6 months break
  - If a break is required, let us know and ask us to record a 'break' but that you wish to keep the course

running

- Make contact with the office at least every 6 months.
- You may extend the break for a further 6 months. The maximum extended break allowed is 12 months. As long as you studyk and request files periodically there is no fixed completion date.
- After 2 years without contact we assume termination and re enrolment will be required.

Any student who makes only limited contact with the admin office / has been non responsive to emails over a 1 year period, may have their course deactivated at the discretion of Lingfield Correspondence. Should the student subsequently wish to maintain an active course, Lingfield will require future responses to any email within 24-36 hours. Failure to respond as required will de-activate the course which will require re-enrolment and payment of full fee.

Course completion restrictions may however apply to DEFRA/ABRS/subsidised/funded students. The mandatory 10 day gap (4 days for ABRS/CPD course students) between confirmation of receipt and request for course material is still required.

Intermediate Awards: A Level 1 certificate will not be awarded on completion of the Level 1 course unless the practical tack session is completed with an instructor who is qualified to the required standard. There is no alternative and we make no exceptions.

Students enrolling on any course with us are deemed to have accepted, and agree to abide by legally binding copyright laws, the 'procedures' criteria as provided in the Lingfield Procedures document, requests and details as laid out in this and any more recent copy of these terms and conditions, the Prospectus, welcome mails, digital course files and/or any other related documentation provided by Lingfield Correspondence or associated course providers. On enrolment, students accept that any or all procedures, criteria etc. course/admin/certificate fees, tutor support etc., may alter without notice.

Should Lingfield Equine Distance Learning / Lingfield Correspondence cease to trade, notification will be placed on the website and Facebook pages. In line with our Terms and Conditions refunds will not be available. We will however, honour delivery of the course material. Certification will no longer be available via Lingfield although some specialist course tutors may be prepared to undertake this personally. You may request the balance of your course files in bulk within 3 months the notification date of cessation of trading.

### **Contractual agreement:**

In line with the legal aspect of a purchasing contract: You must confirm receipt - i.e. the goods have been downloaded (saved) and you can read the digital file. Failing to pay or cancellation of a payment after any initial cancellation period does NOT cancel your contract with the merchant/provider (Lingfield Correspondence). You still need to pay for any goods or services agreed according to contractual laws whether the purchase was made in full or via instalments, on line or otherwise. It is rare and unlikely that we follow this route but you should be aware that legally, it is deemed that the contract is still binding and the provider is entitled to make a claim against you in court and that by signing the contract, you have agreed that the provider may claim monies to the value of the goods or services if you paid by debit or credit card. Please read the digital file download details linked via the T & C page

### **Students must read & understand the following :**

**Any information given in the course material or in connection with the courses, should be accepted as educated views and opinions, not as absolute truths. When dealing with unpredictable animals such as horses and ponies, students should carry out further independent research, and independent expert advice should be sought at all times. The foregoing applies particularly with regard to the practical handling, riding and caring for horses and ponies.**

### Paying for someone else ?

Ticking your agreement to the Terms & Conditions on this website, means that you agree to explain to and to make sure the person for whom you are paying understands copyright law, that you will make sure they read and understand the procedures (as provided in the Lingfield Procedures document when they are 'welcomed' ) and terms and conditions *before they start their course*.

### Parents/Young people:

We ask that the parent / guardian / mentor, support and work with the younger student for whom they have paid throughout the course or programme. In the past, some things have given us cause for concern when it became apparent that the young people were not aware of Lingfield procedures, requirements & copyright etc.

We ask therefore that the parents please ensure prior to starting, that the procedures & terms and conditions and copyright laws are read and clearly understood by the student (and explained where necessary) and that the parent/guardian/mentor continues to monitor progress and procedures throughout the course.

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