



## PAYMENT TERMS & CONDITIONS RISKS & LIABILITIES

For partaking and/or commissioning all activities with Elysian

By using the services offered by Elysian you accept and agree the Payment Terms and Conditions of this agreement. In addition, when using these services you shall be subject to any guidelines or rules that may be applicable. Any participation in the services offered constitute acceptance of this agreement. If you do not agree to abide by the terms and conditions of Elysian then please do not use this service.

### General Payment Terms

Payment for term packages are due before the first day of term and can be paid via BACS in advance of commencement of term. Payment is due in full for the term prior to the first day of term.

Payment for a one off session can be made by BACS in advance or by cash on the day.

Payment should be made in full. If you have funding through an agency or organisation or any other source please ensure we are aware of who to invoice/set up the agreement with prior to the first session/term.

Individual Payment terms can be set up e.g. where funding is limited or restricted to a period of time, please contact us with any specific requirements or requests.

### Missed Appointments, non-attendance and Cancellations of paid activities or services

Paid individual sessions or appointments: If you have an appointment and you wish to cancel this, please notify Elysian a minimum of 48 hours prior to your scheduled session/slot. Cancellation within 48 hours or if you miss your scheduled appointment will result in you being charged for the session.

Placements: All placements are paid ahead of term and/or ahead of starting (pro rata for starting inside the term) and there are no discounts or refunds available for non-attendance.

Elysian reserves the right to cancel or change appointments/opening times and days at any time due to extenuating circumstances.

### Fees increase

Fees are reviewed annually and are subject to increase from time to time. Elysian will endeavour to give funders at least 2 Term's notice of such an increase, usually at the end of the Spring term in respect of Fees increase due to come into effect from the Autumn of the next academic year

### Risks & Liability

Farm animals may carry a number of infections that can be harmful to people. Whilst every effort will be made to minimise these risks, we request that visitors Elysian read the HM Government guidelines on "Avoiding Infection on Farm Visits" (copy in our office and available online) and thoroughly wash their hands at the end of the session. Although working with animals in a therapeutic setting has many benefits it should be remembered that animals are unpredictable. Animals like humans have their own moods that determine their level of desire to interact with others. No animal will be forced to participate in sessions should one of our staff determine the animal to be reluctant.

Our site is a 'real farm', and there are risks associated with being outside in a farm environment, and being with such close encounters and interaction with animals. There are also areas of significantly uneven ground, muddy areas, wired and electrified fencing. We ask you to watch your step and be mindful that animals can push, bite, kick and scratch, and visitors are asked to adhere to risk assessments and ground rules put in place by Elysian staff, as well as national guidelines for visiting farms (available in our site office). Should any persons accessing the farm site and/or provisions at Elysian become aggressive towards one of our staff and/or animals we reserve the right to determine whether or not it is appropriate to continue with the sessions/placement.

#### Operational Term and Conditions

At Elysian we will make reasonable efforts to provide the service agreed, we will not be liable for any failure to provide the service or any part of the service for any cause that is beyond our reasonable control including, in particular, any suspension of the service resulting from emergencies, repair, maintenance and upgrades to our site or systems.

We reserve the right to withdraw or modify one or more aspects of Elysian service where we have legal or technical reasons to do so, and there may also be times when the service becomes unavailable, whether on a scheduled or unscheduled basis.

We may, where we consider it appropriate for your or our or other persons protection, suspend, withdraw or restrict the use of Elysian or any part of the service. We will tell you as soon as practicable if we take such action.

We may also end the operation of the Elysian service at any time by giving you reasonable notice. We will not be liable to you or any third party for any indirect or consequential loss or damage, or for any loss of data, profit, revenue or business, howsoever caused.

Elysian will also not be liable for any failure to perform its obligations under this Agreement caused by matters beyond its reasonable control. Nothing in this Agreement limits Elysian's liability for death or personal injury resulting from our negligence, or any other liability which may not by law be excluded. Any statutory rights you may have as a consumer remain unaffected.

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