



# Terms and Conditions

## 1 Definitions

“Consent form” means the GASP form of consent to be completed by a parent or guardian of a student under 18.

“Fees” means the fees payable to GASP in consideration of GASP undertaking its obligations, in such amount as shall be agreed between GASP and the purchaser when the booking is accepted.

“GASP” means GASP Motor Project, a company limited by guarantee and registered in England, company no.6830792, whose registered office is at The Motor Workshop, Station Approach, Gomshall, Surrey GU5 9NP.

“Instruction” means any instruction given orally or otherwise during the course of a session by a GASP instructor or volunteer, and all rules, regulations, policies and signage relating to GASP training and/or the premises where the training is given all of which are principally intended to provide for the health and safety of the student and all others attending sessions.

“Organisation” means the limited liability company, local authority, partnership or other legally recognised body sponsoring a student.

“Purchaser” means the individual (if over 18 and not sponsored), by whom or the organisation (if the student is sponsored) on whose behalf the booking form is completed or the parent or guardian (if the student is under 18 and not sponsored) who completes the consent form.

“Session” means one morning period of a duration agreed in the booking form or one evening period of 2 hours during which GASP provides or agrees to provide training to a student.

“Sponsor” means in respect of an organisation that enters into a contract with GASP on the basis of these terms and conditions for GASP to provide one or more training sessions for a student and “sponsors” “sponsored” and “sponsoring” shall be interpreted accordingly.

“Student” means a young person for whose benefit GASP undertakes to provide one or more training sessions.

“Support worker” means an employee or other representative of the sponsoring organisation attending a session with the duty of ensuring that the student(s) in respect of whom they are attending behave(s) in a manner which conforms with safe practice, is not disruptive or otherwise anti-social and generally is suitable to enable all students at the session to progress their learning without inappropriate interruption.

“Term” unless otherwise agreed in the booking form

means in respect of both morning and evening sessions a succession of 13 weeks (falling either between the summer holidays and Christmas or between Christmas and Easter or between Easter and the summer holidays and broken if at all only by a “half term break” of no more than two weeks) for the entirety of which it will be normal for a student to enrol (although GASP has discretion to accept applications part way through a term)  
“Workshop” means the workshop at the registered office of GASP.

## 2 Contract

A contract based on these terms and conditions is formed when GASP receives a GASP booking form completed and signed by an individual (whether a student in person or a parent or guardian on behalf of a student) or on behalf of an organisation and GASP accepts the booking. The contract is between GASP and the purchaser. GASP will inform the person who completed the booking form if and when the booking is accepted. GASP may decline any booking. No booking form completed in respect of a student under 18 will be accepted until GASP receives a duly completed consent form. The remainder of these terms and conditions apply only in respect of bookings accepted by GASP.

## 3 Warranties

The purchaser warrants:

- 3.1 that the information given in the booking form and the consent form is all correct
- 3.2 that all support workers accompanying any student sponsored by the purchaser have reasonably recently been cleared by the Criminal Records Bureau.

## 4 Obligations of GASP

GASP will:

- 4.1 provide to the student training of the kind and at the sessions agreed in the booking form
- 4.2 provide the training by at least one suitably qualified instructor supported by volunteers
- 4.3 provide all appropriate tools and equipment (other than clothing and footwear)
- 4.4 take all reasonable care of all students and their belongings while they are in the workshop or otherwise attending a GASP session
- 4.5 ensure that all its employees and volunteers have been suitably cleared by the Criminal Records Bureau
- 4.6 maintain a Public Liability insurance policy in force at all relevant times.



Terms and Conditions *continued*

## 5 Obligations of the purchaser

The purchaser will:

- 5.1 pay all the fees due in respect of a term before the beginning of that term
- 5.2 be responsible for the safe transport of the student to and from the workshop and (unless GASP otherwise agrees in writing) to and from any other location at which a session is, in whole or in part, to take place
- 5.3 ensure that the student(s) attend(s) the workshop (or other agreed location) in good time to enable the sessions to start on time, and do(es) so in suitable attire and footwear
- 5.4 upon request by GASP and in respect of sponsored students produce evidence of a named support worker having been cleared reasonably recently by the Criminal Records Bureau
- 5.5 ensure in respect of sponsored students that appropriate numbers of suitably qualified support workers attend each booked session.

## 6 Indemnity, confirmation and consent

- 6.1 By submitting a booking form to GASP a student (if over 18 and not sponsored) or as the case may be the organisation (if the student is sponsored) is agreeing to indemnify GASP against all losses it may suffer as a result of (and against all claims GASP may receive in respect of) loss injury or damage deliberately caused by the student or by caused by his or her negligence and confirming that the student (i) is physically fit enough to participate in all GASP sessions (ii) will comply with the relevant health and safety procedures and (iii) will obey all instructions
- 6.2 By submitting a signed consent form to GASP the parent or guardian of a student is giving all necessary consents to the student attending GASP training sessions (including sessions involving the driving of vehicles and including any transport by or on behalf of GASP of students to and from locations other than the workshop) and is agreeing to indemnify GASP against all losses it may suffer as a result of (and against all claims GASP may receive in respect of) loss injury or damage deliberately caused by the student or caused by his or her negligence and confirming that the student (i) is physically fit enough to participate in all GASP sessions (ii) will comply with the relevant health and safety procedures and (iii) will obey all instructions.

## 7 General

- 7.1 No sponsored student will be allowed into the workshop (or to join a session at any other location) unless the numbers of support workers for the group of students agreed in the booking form are in attendance.
- 7.2 If in the opinion of the senior GASP representative present a student fails or refuses to obey an instruction, or acts in a manner which risks the health or safety of any person in the workshop or attending the same session or which is disruptive or anti-social, or which otherwise prejudices the smooth running of a session, GASP may through that representative require the student to leave and stay out of the workshop or, as the GASP representative may decide, to stop participating in the activities of the session whether or not held at the workshop. If that happens GASP may decline to accept the student for any later session.
- 7.3 No fee is refundable except in respect of a scheduled session which GASP does not run as scheduled as a result of choice or fault on the part of GASP and which GASP does not re-schedule. It is not the choice or fault on the part of GASP not to run a session if the session does not run at all (or in respect of the student) as a result of (i) the fee for the student for the session not having been received by GASP (ii) the non-attendance, or non-attendance on time, of the students booked in for the session (iii) the failure of enough support workers to attend the session in time or (iv) the student being required to leave the workshop or the session under 7.2 above.

## 8 Liability

- 8.1 GASP will not be liable, and accepts no responsibility, for personal injury or illness or the loss of or damage to any personal belongings suffered by a student or support worker during or in connection with a session whether or not in the workshop (unless caused by an act or omission on the part of a GASP employee or volunteer intended to cause such injury loss or damage or caused by their negligence) and all such liability is excluded so far as the law allows.
- 8.2 GASP will not be liable in any way in respect of any student during any journey to attend or after attending a GASP session or for any student required to leave a session.