PADDLE SCOTLAND

Provider Service Agreement

2026

V. 2 May 2026

Provider Service Agreement

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*Where referring to Paddle UK Awarding Body this document will use the terminology of "Awarding Body".

This PROVIDER SERVICE AGREEMENT (the 'Agreement') is made BETWEEN:

1) Paddle Scotland (Hereafter called the "Delivery Centre")

2) The registered Member of the National Association who wishes to provide the Qualifications and Awards in accordance with this Agreement (Hereafter referred to as "Provider")

WHEREAS:-

A. The Delivery Centre is authorised to manage the delivery of Paddle UK Awarding Body qualifications ("Paddlesport Qualifications") and has spent time, money and effort in obtaining this right and developing knowledge of and expertise ("the Know-How") in the marketing and provision of Paddlesports Qualifications. The provision of Paddlesport Qualifications shall be known as "the Services" throughout this Agreement.

B. The Delivery Centre wishes to expand the delivery of the Services, and the Provider desires the right to provide the Services during the continuance of this Agreement.

C. The Delivery Centre therefore agrees to grant the right to provide the Services to the Provider in accordance with the terms of this Agreement and provided the Provider complies with the Delivery Centre policies and procedures ("the Policies"). The Policies shall be deemed to include the Policies as originally provided to the Provider together with all additions and amendments thereto from time to time. The Policies can be accessed via: https://www.paddlescotland.org.uk/policies

D. The Delivery Centre resources from time to time required by the Provider for use in the provision of the Services are hereafter called "the Resources".

NOW IT IS AGREED AS FOLLOWS: -

1. Definitions

1.1. In this Agreement, the following expressions shall have the following meanings:

"Applicable Data Protection Laws"	To the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of personal data. To the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which the Service Provider is subject, which relates to the protection of personal data.
"Business Day"	a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
"Bespoke Agreement"	A formally negotiated amendment to this Agreement, available upon request and subject to Delivery Centre approval, to accommodate accessibility, national law, or individual provider circumstances and made with the intention of supporting equitable access to delivery for eligible Providers.
"Candidate" or "Candidates"	means a participant – or participants – on an Authorised Course who is, or are, undergoing registration, training, assessment, or qualification processes.
"Delivery Centre Appeal Adjudicator"	means an independent and impartial individual drawn from the Paddle UK Disciplinary and Appeal Panel Register with legal or relevant expertise who shall review the evidence to make a final, binding decision on an Appeal. The Delivery Centre Appeal Adjudicator may, where appropriate, seek advice and guidance from at least one occupationally competent individual with relevant experience of the operation of the national qualification frameworks and/or occupational standards in this area.
"Material Breach"	means a serious, significant, or repeated failure to comply with the fundamental terms of this Agreement or any applicable law, policy, or safeguarding

	requirement.
"National Association"	means any one of Paddle Scotland, Paddle Northern Ireland, Paddle Cymru, or Paddle England (branded Paddle Uk).
"Provider Role(s)":	The specific role(s) assigned to the Provider in the Delivery Centre database indicating approved course types and locations. Provider roles include the following titles in the delivery centre data base: Tutor, Assessor, Provider, Coach Developer, Mentor and Endorser.
"Remedial breach"	means any breach that is capable of correction within a stipulated time frame.
"UK GDPR"	means The retained EU law version of the General Data Protection Regulation (GDPR) (EU) 2016/679.

2. Rights Granted

2.1. The Delivery Centre grants to the Provider during the Term of this Agreement the right to:

2.1.1. provide the Services in accordance with the terms of this Agreement;

2.1.2. to utilise the Delivery Centre Know-How;

2.1.3. to use the Delivery Centre Marks. Please see the Paddle Scotland Branding Guidelines.

2.1.4. Provide the Services in Scotland. The Provider may on occasion Provide the Services in England, Wales or Northern Ireland or Internationally on the condition they are ordinarily and regularly providing the services in Scotland. The Provider must be resident in Scotland for no less than 6 months of the year.

2.2. The right to provide the Services is contingent on adherence to the terms of this Agreement and the Provider is only authorised to provide the Services applicable to the Provider Role(s).

2.3. The right to provide the Services is contingent on the Provider seeking and being granted explicit authorisation in writing by the Delivery Centre to deliver courses where the Services will be fulfilled (an "Authorised Course"). The Provider should ensure that they have requested course authorisation

in accordance with the applicable authorisation in effect at the time and in accordance with any course specific terms and conditions in effect at the time.

2.4. A Bespoke Agreement, reasonable adjustments, or amendments to this Agreement may be requested by Providers to accommodate accessibility requirements, location, national legislation, or significant operational differences. Requests must be submitted in writing and will be considered according to the Delivery Centre's Bespoke Agreement Policy https://www.paddlescotland.org.uk/policies. Approved amendments will be documented as a formal addendum to this Agreement.

3. Term

3.1. The Agreement shall commence when the Delivery Centre makes the Provider Service Agreement Credential active on the national association membership platform ("the Commencement Date").

3.2. The Agreement shall continue indefinitely until terminated in accordance with any applicable clause of this Agreement including but not limited to Clause 14 – Termination ("the End Date").

3.3. The Terms of this Agreement shall be the period from the Commencement Date to the End Date.

4. Delivery Centre's Obligation

4.1. As part of this Agreement, the Delivery Centre agrees to:

4.1.1. provide assistance to the Provider to enable them to efficiently fulfil the Provider Role(s) and provide the Services;

4.1.2. provide the Provider with the Policies and Resources necessary to fulfil the Services;

4.1.3. ensure that the Policies and Resources are current and in line with best practice in relation to the operation of the Provider Role(s).

4.1.4. provide written policies outlining minimum standards for response times to provider requests, clarity of authorisation procedures, and escalation routes for unresolved queries, complaints, or requests for support.

4.1.5. train and support the Provider in the correct fulfilment of the Provider Role(s) subject to the orientation, moderation, community learning event or workshop fee as detailed in the

Delivery Centre Training Fees Policy
https://www.paddlescotland.org.uk/policies

4.1.6. consider requests from the Provider to run courses in good faith and where applicable provide authorisation to run courses in a timely fashion.

4.1.7. be responsible for managing any appeals in accordance with the Provider Service Agreement Appeal Process detailed in Appendix 1, ensuring impartiality and transparency throughout the process. Providers should be kept informed of the status of any appeal and informed of the outcome in writing.

5. Provider's Obligations

5.1. As part of this Agreement the Provider hereby agrees:

5.1.1. to pay to the Delivery Centre the designated fee per Candidate as detailed in the Delivery Centre Fees guide (https://www.paddlescotland.org.uk/policies)

5.1.2. that they are responsible for monitoring and maintaining their qualification, CPD, safeguarding, and insurance requirements as relevant for their Provider Role(s). The Delivery Centre will periodically remind Providers of upcoming expiry dates, but ultimate responsibility for compliance rests with the Provider.

5.1.3. to undertake the Provider Role(s) and Services under the Delivery Centre banner and no other name;

5.1.4. that they will not undertake the Provider Role(s) from any location that doesn't meet the qualification requirements without the Delivery Centre's prior written consent;

5.1.5. that from the Commencement Date they will carry out the Provider Role(s) and fulfil the Services as a legally and economically independent party and that they agree that there is nothing in this Agreement that renders them as an employee, worker, or agent of the Delivery Centre and the Provider shall not hold themselves out as such;

5.1.6. to ensure that any applicable guided learning hour requirements within the qualifications are adhered to when providing the Services;

5.1.7. to use their best endeavours and the highest professional standards in all matters connected with the Provider Role(s) and to undertake

the Provider Role(s) and fulfil the Services diligently and in a manner in all material respects to the reasonable satisfaction of the Delivery Centre and as may be reasonably required by the Delivery Centre from time to time in accordance with industry best practice;

5.1.8. to comply with all of the Delivery Centre's requirements as regards cleanliness, clothing, appearance or demeanour;

5.1.9. to comply with all reasonable requirements consistent with the terms of this Agreement as are from time to time notified to them by the Delivery Centre for the efficient conduct of the Provider Role(s);

5.1.10. to permit the Delivery Centre without any further or other authority, to speak to the Provider's Candidates about the Services being provided by the Provider;

5.1.11. to comply with all local, regional and national legislation applicable to them based on their location and all local, regional and national legislation of any country(s) where the Services are being provided;

5.1.12. to ensure that they – and any personnel they deploy whilst undertaking the Services – meet all the Delivery Centre requirements before fulfilling the Provider Role(s) including but not limited to having:

5.1.12.1. insurance in accordance with the provisions of Clause 13.

5.1.12.2. membership of a National Association (of the correct level);

5.1.12.3. appropriate Safeguarding training;

5.1.12.4. appropriate First Aid Training;

5.1.12.5. and maintaining appropriate CPD.

5.1.13. Where subcontractors or additional staff are deployed, in addition to formal provider role holders, Providers must ensure those individuals meet all requirements set out in this Agreement and the applicable Standards for Deployment Policies. Providers must retain records of training, qualifications, and checks for all personnel used to deliver Services, and must present these to the Delivery Centre on request. https://paddleuk.org.uk/standards-for-deployment/

5.1.14. to inform the Delivery Centre immediately if they become bankrupt, insolvent or are charged with a criminal offence during

the Term of this Agreement. The Delivery Centre may suspend the Provider during any period between allegation, charge and the final outcome of any criminal case;

5.1.15. to comply fully with all the requirements detailed in this Agreement including, but not limited to, those relating to Intellectual Property and Copyright (Clause 6), Health & Safety, Well Being and Safeguarding (Clause 7), Subcontracting and Employment (Clause 8), Promotion and advertising (Clause 9), Accounts and Audit (Clause 10), Improvements to the Services (Clause 11), Data Protection (Clause 12), Insurance (Clause 13), Indemnity (Clause 16).

6. Intellectual Property and Copyright

6.1. All Delivery Centre Resources, Policies, and the Marks (collectively "the Materials") remain the intellectual property of the Delivery Centre and the Delivery Centre shall retain ownership of all Intellectual Property Rights in the Materials.

6.2. For the purposes of this Clause 6, Intellectual Property Rights shall include patents, rights to inventions, copyright and related rights, moral rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know- how) and all other intellectual property rights, in each case whether registered or unregistered such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

6.3. The Delivery Centre grants the Provider a fully paid-up, non-exclusive, royalty-free, non- transferable licence to use the Materials for the purpose of promoting the Provider Role(s) and fulfilling the Services.

6.4. The rights granted in Clause 6.3 are contingent on the usage being in accordance with the Delivery Centre branding guidelines and the reasonable directions of the Delivery Centre and such Materials may not be reproduced or copied for any other purpose than specified in this Agreement.

6.5. The Provider agrees to protect the Delivery Centre's Intellectual Property Rights and maintain the common identity and reputation of the Provider network by complying with the quality specifications outlined in the Resources.

6.6. The Provider undertakes not to do anything, or act in manner which shall or may impair, damage or be detrimental to the reputation or goodwill associated with the Delivery Centre or the Materials.

6.7. Providers may use third-party materials only with prior written approval from the Delivery Centre and in compliance with applicable copyright laws. Breach of this clause may result in immediate suspension of Provider status, pending investigation.

6.8. The Provider shall inform the Delivery Centre of any suspected or actual unauthorised use or misappropriation of the Materials and the Delivery Centre shall have the exclusive right (but is not obliged) to take any action or to settle against a third party found to have infringed its Intellectual Property Rights. The Provider agrees to fully cooperate in this regard.

7. Health & Safety, Well Being and Safeguarding

7.1. The Provider agrees to be responsible for the health and safety and general welfare of all Staff utilised during the provision of the Services or when fulfilling the Provider Role(s). References to "Staff" within this Agreement includes, but is not limited, to Managers, employees (Full, part time and casual), freelancers and contractors, volunteers and technical advisors.

7.2. The Provider agrees to be responsible for the health and safety and general welfare of all Candidates on all courses where the Services are provided or when the Provider is otherwise fulfilling the Provider Role(s).

7.3. The Provider shall be a fit and proper person to carry out their professional duties associated with the Services. For the purposes of this Clause 7.3, the Provider may be deemed to be unfit to carry out their professional duties where they are adversely affected by any of the following non-exhaustive factors; the use or abuse of Alcohol, drugs or medication, or fatigue.

7.4. The Provider shall maintain good reputation and character, with reference to the standards set out in the Paddle UK's Code of Conduct for the Coaching Workforce. Breaches of this requirement, including criminal convictions (except for minor traffic offences), evidence of unethical behaviour, or violations of safeguarding policies, may be grounds for suspension or termination.

7.5. Providers must comply with all local safeguarding, child protection, and adult-at-risk training and deployment requirements, and maintain records evidencing ongoing compliance. Providers must undergo periodic review and update of this training as set out in the Paddle UK Standard for Deployment Policy for Commercial Paddlesport Providers.

7.6. The Provider must have appropriate Safeguarding policies and systems of work to be able to fulfil the Services in a safe and appropriate manner in accordance with industry best practice.

7.7. The Provider must meet the local legislative requirements for criminal records checks in the region or country where the Services are being provided (e.g., Disclosure and Barring Service in England, Protecting Vulnerable Groups in Scotland, Access Northern Ireland in Northern Ireland etc.)

8. Subcontracting and Employment

8.1. Where the Provider fulfils the Services whilst working for a third party organisation who is not a party to this Agreement, either as an independent contractor to, or as an employee of that third party, then the Provider must ensure the third party's arrangements, systems and processes meet the requirements of this Agreement and do not breach any of the obligations of this Agreement.

8.2. Where the Delivery Centre has authorised the Provider to run a particular course, this authorisation relates to the Provider only (including any individuals they directly deploy) and is non-transferable to any other third party.

8.3. Should the Provider be required to employ/deploy additional Staff in the provision of the Services they must ensure that these staff fulfil the relevant requirements of this Agreement and any failure to meet the requirements of this Agreement by these members of staff shall be deemed to be a breach of this Agreement by the Provider themselves.

9. Promotion, Advocacy, and Social Media

9.1. The Delivery Centre shall promote that the Provider is authorised to provide the Services on the Delivery Centre website and mailings and advertise Authorised Courses on the Delivery Centre website and mailings provided the Provider requests the services be advertised with sufficient notice and meets the Paddle Scotland Course Authorisation, Advertising and Results Policy (https://www.paddlescotland.org.uk/policies) at the time of the request.

9.2. When advertising or promoting the Services or an Authorised Course the Provider must ensure that advertised course fees are fully inclusive of all Delivery Centre fees and that the Delivery Centre fees are not listed separately. The Provider must ensure applicable National Association membership discounts are applied and advertise both National Association member and non-member fees where appropriate.

9.3. Providers shall uphold the reputation of the Delivery Centre, the Awarding Body, National Associations, and any related products or services in all communications including online (e.g., social media) and in person. Providers must refrain from publishing misleading, defamatory, or negative messaging regarding the Delivery Centre, Qualifications and Awards, or related organisations. Breaches of this Clause 9.3 shall be investigated and may lead to disciplinary action.

9.4. Providers shall respect the relationships between the Delivery Centre, its Candidates, and other participating providers. Providers must not engage in conduct—directly or indirectly—that seeks to divert, solicit, or interfere with these relationships, and must act in a manner that supports fair collaboration and the integrity of the provider network.

10. Accounts and Audit

10.1. The Provider shall maintain proper accounts and records relating to the Provider Role(s) and the provision of the Services ensuring that;

10.1.1. fees are separated and refundable in cases of cancellation or postponement and that the Provider always act in accordance with their refund policy;

10.1.2. they keep secure records of Candidates in accordance with the Delivery Centre's requirements for Quality Assurance, Standardisation and complaints/ appeals.

10.2. The Provider shall be responsible for all legal and statutory requirements relating to their personal or business income and shall indemnify and keep indemnified the Delivery Centre for and in respect of payment of the following:

10.2.1. any and all income tax, National Insurance and Social Security Contributions and any other liability, deduction, contribution, assessment or claim in any jurisdiction arising from or made in connection with the performance of the Services.

10.2.2. any liability for any employment related claim or any claim based on worker or employee status (including reasonable costs and expenses) brought by the Provider and/or any Third Party against the Delivery Centre arising out of or in connection with the provision of the Services.

10.3. The Delivery Centre, its Auditor or its professional advisers shall be entitled to inspect and audit the books of account and all supporting documentation of the Provider relating to the Provider's Provider Role(s) and the provision of

the Services at anytime in respect of the whole or any part of the period of their Agreement and within six months after the end of the Agreement provided the Delivery Centre gives written notice to the Provider of such inspection or audit and it takes place during reasonable business hours;

10.4. If any audit by the Delivery Centre (or any other periodic inspection not being a full audit) shows that the accounting of the Provider as to the calculation of the payments due under this Agreement, and/or any other financial matter is incorrect, the Provider undertakes promptly to rectify the defect in the amount accounted for and/or the accounting system defect as the case may be.

11. Improvements to the Services

11.1. The Provider shall use all reasonable endeavours to conceive and develop new and improved methods of carrying out the Services and improvements or modifications to the Services themselves (hereinafter referred to as "Improvements"). The Provider agrees to disclose fully any Improvements to the Delivery Centre and the Delivery Centre shall determine the feasibility and desirability of incorporating them into the relevant Services. Any non-patentable Improvement approved by the Delivery Centre may be used by the Delivery Centre and all Providers of the Delivery Centre without any obligation to the Provider for royalties or other payment.

11.2. Where the Improvement is capable of being patented, the Provider shall give the Delivery Centre the right of first refusal at a fair price (to be fixed by an appropriate independent arbitrator in the event of disagreement) of all rights in any such Improvement.

12. Data Protection

12.1. The Delivery Centre is a privacy conscious organisation and will collect and process information relating to the Provider in accordance with the Delivery Centre privacy notice which is available here: https://www.paddlescotland.org.uk/policies and upon request. All data gathered will only be utilised to administer and manage the Provider relationship.

12.2. The Provider also consents to their relevant contact details and those of any Staff they utilise to provide the Services (where applicable) being shared with the Awarding Body and the general public for such administrative purposes as is deemed necessary and appropriate for the operation of the Services and any provisions of this Agreement. Such administrative purposes may include, but are not limited to;

12.2.1. general enquiries;
12.2.2. Authorised Course booking enquiries;
12.2.3. Promotion of Authorised Courses;
12.2.4. promotion of the Provider;
12.2.5. internal verification, standardisation, quality assurance and Candidate queries.

12.3. For the purposes of this Clause 12, the terms Commissioner, controller, data subject, personal data, personal data breach, processor and processing, shall have the meaning given to them in the UK GDPR, and supervisory authority shall have the meaning given to it in the EU GDPR.

12.4. For the purposes of this Clause 12, Applicable Data Protection Laws: means:

12.4.1. To the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of personal data.
12.4.2. To the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which the Provider is subject, which relates to the protection of personal data.

12.5. Both parties will comply with all applicable requirements of the Applicable Data Protection Laws. This clause 12 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.

12.6. The parties have determined that, for the purposes of Applicable Data Protection Laws:

12.7. the Provider shall process the personal data set out in Appendix 2 as processor on behalf of the Delivery Centre.

12.8. In relation to the Delivery Centre Personal Data, Appendix 2 sets out the scope, nature and purpose of processing by the Provider, the duration of the processing and the types of personal data and categories of data subject.

12.9. Without prejudice to Clause 12.5, the Provider shall, in relation to Delivery Centre Personal Data:

12.9.1. process that personal data only for the purpose of providing the Services and/or fulfilling the Provider Role(s) unless the Provider is required by Applicable Laws to otherwise process that Delivery Centre Personal Data.

12.9.2. implement appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Delivery Centre Personal Data and against its accidental loss, damage or destruction, including inter alia as appropriate:

12.9.2.1. the pseudonymisation and encryption of Delivery Centre Personal Data;

12.9.2.2. the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;

12.9.2.3. the ability to restore the availability and access to Delivery Centre Personal Data in a timely manner in the event of a physical or technical incident; and

12.9.2.4. a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing.

12.9.3. ensure and procure that that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential;

12.9.4. promptly assist the Delivery Centre, in responding to any request from a data subject and in ensuring compliance with the Delivery Centre's obligations under Applicable Data Protection Laws with respect to security, breach notifications, impact assessments and consultations with the Commissioner, supervisory authorities or other regulators and, in particular, the Provider shall promptly notify the Delivery Centre if it receives any complaint, notice or communication (whether from the Commissioner, any data subject, supervisory authority or other third party) which relates to processing of Delivery Centre Personal Data;

12.9.5. notify the Delivery Centre without undue delay after becoming aware of a personal data breach;

12.9.6. at the written direction of the Delivery Centre return to the Delivery Centre all Delivery Centre Personal Data on termination or expiry of the Agreement, and certify to the Company in writing it has done so, unless the Provider is required by Applicable Law or other legitimate reasons to continue to process that Delivery Centre Personal Data in which case all other requirements set out in this Clause 12 shall continue to apply to such Delivery Centre Personal Data notwithstanding the termination or expiry of this Agreement for as long as such Delivery Centre Personal Data is processed by the Provider.

12.9.7. maintain adequate records, and, on the Delivery Centre's request,

make available such information as the Delivery Centre may reasonably request, and allow for and submit its premises and operations to audits, including inspections, by the Delivery Centre or the Delivery Centre's designated auditor, to demonstrate its compliance with Applicable Data Protection Laws and this Clause 12.

12.10. Providers must ensure the Delivery Centre Privacy Notice is visibly presented to all Authorised Course Candidates prior to data collection; Candidates must be informed that data may be shared for award/qualification purposes. Providers must maintain an audit trail of Privacy Notice distribution.

12.11. The Provider shall not, without the prior written consent of the Delivery Centre (and in any event subject to the Provider providing the Delivery Centre with reasonable evidence that such activity is being undertaking in full compliance with Applicable Data Protection Laws):

12.11.1. appoint or replace (or change the terms of the appointment of) any other processor in relation to Delivery Centre Personal Data or transfer any Delivery Centre Personal Data to the same; or

12.11.2. carry out, via itself or via any other processor, any processing of Delivery Centre Personal Data, or transfer any Delivery Centre Personal Data, outside of the UK, including processing Company Personal Data on equipment situated outside of the UK.

12.12. With regard to indemnity and liability:

12.12.1. the Provider shall indemnify and keep the Delivery Centre indemnified from and against any and all costs, damages and expenses of any kind arising from any claim or demand brought by any person, data subject, Commissioner or supervisory authority as a result of any breach or alleged breach by Provider of any Applicable Data Protection Law or its obligations under liability for losses arising from breaches of this Clause 12.

13. Insurance

13.1. During the term of this agreement the Provider shall maintain in force, with a reputable insurance company, the appropriate level of public and professional indemnity insurance (as detailed in Clause 13.3) to cover the liabilities that may arise under or in connection with this Agreement and the provision of the Services.

13.2. The Provider shall produce to the Delivery Centre on request both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance and agrees that they will not undertake any act or omission which in any way invalidates this Insurance

cover.

13.3. If required insurance lapses or is invalid for any reason, Providers must notify the Delivery Centre immediately and suspend delivery of Services until suitable insurance is reinstated. Failure to comply may result in suspension or termination of Provider status.

13.4. The minimum and recommended Insurance coverage required by the Provider in order to fulfil the requirements of this Clause 13 are as follows:

	Minimum level of insurance cover	Recommended level of insurance cover
Public Liability	£5m limit of indemnity	at least £10m limit of indemnity
Employers Liability	£10m limit of indemnity	at least £10m limit of indemnity
Professional Indemnity (if not covered by Public Liability[1])	£1m limit of indemnity	at least £1m limit of indemnity

14.Termination

14.1. Without affecting any other right or remedy available to it, the Delivery Centre may terminate this Agreement with immediate effect by giving written notice to the Provider if the Provider:

14.1.1. commits any Material Breach of their obligations under this Agreement or shall have failed to remedy any remediable breach within a period of 28 business days of the receipt of a notice in writing of the Delivery Centre requiring them to do so; or

14.1.2. becomes bankrupt or takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business; or

14.1.3. is convicted of a criminal offence which in the reasonable opinion of the Delivery Centre renders the Provider unsuitable or unable to fulfil the Services or the Provider Role(s). For the avoidance of

doubt, a conviction for an offence under any road traffic legislation in the United Kingdom or elsewhere for which a fine or non-custodial penalty is imposed is unlikely to be sufficient to enable the Delivery Centre to invoke the right to terminate under this Clause 14; or

14.1.4. is issued with a sanction or restriction under the Delivery Centre Safeguarding or Disciplinary Procedure which in the reasonable opinion of the Delivery Centre renders the Provider unsuitable or unable to fulfil the Services or the Provider Role(s); or

14.1.5. if any sum or document required under the terms of this Agreement is not paid or submitted within twenty-one days following its due date; or

14.1.6. fails to notify the Delivery Centre in accordance with clause 5.1.14 if they become bankrupt, insolvent or are charged with a criminal offence during the Term of this Agreement; or

14.1.7. ceases or takes any steps to cease their Provider Role(s);

14.2. Where this Agreement is terminated pursuant to Clause 14.1, the Provider can appeal the decision in accordance with the procedures outlined in the "Provider Service Agreement Appeal process" (Appendix 1).

14.3. Where a remedial breach occurs, the Delivery Centre will issue written notice specifying the breach and the steps required to remedy it. The Provider will have 28 business days from the receipt of notice to implement the required corrective actions unless otherwise agreed in writing.

14.4. The Provider may terminate this Agreement at any time having provided the Delivery Centre with eight weeks notice, although such notice will (unless the Delivery Centre otherwise agrees) only take effect from 2 (two) weeks after the delivery of any courses for which the Provider has obtained authorisation prior to having provided such notice. No refunds of fees paid for the granting of this Agreement will be made.

14.5. Without affecting any other right or remedy available to it, the Provider may terminate this Agreement with immediate effect by giving written notice to the Delivery Centre if:

14.5.1. the Delivery Centre suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or

14.5.2. the Delivery Centre commits any material breach of their obligations under this Agreement or shall have failed to remedy any remediable

breach within a period of 28 business days of the receipt of a notice in writing of the Provider informing them of the nature of the breach and detailing the required action to prevent the breach.

15. Obligations on termination and expiry

15.1. On termination or expiry of the Agreement for whatever reason, and in order to protect the Delivery Centre's Intellectual Property Rights and reputation, the Provider shall:

15.1.1. Immediately cease to advertise or promote themselves as being authorised to fulfil the Provider Role(s) or as being authorised to provide the Services;

15.1.2. not, either immediately or at anytime thereafter;

15.1.2.1. disclose or use any confidential information or Know-How related to the Provider Role(s) acquired by them during or as a result of their Agreement (save that it shall be allowed to use such Know- How that has come into the public domain by means other than the Provider's breach);

15.1.2.2. make any use of the Marks;

15.1.2.3. purport to be a Provider of the Services or otherwise represent themselves or permit themselves to be represented as being associated with the Delivery Centre. For the avoidance of doubt, this Clause 15.1.2.3 does not prevent the Provider from confirming a connection with the Delivery Centre with respect to a relationship covered under a separate agreement between the parties;

15.1.2.4. use any recommendation or reference provided as a result of their work fulfilling the Provider Role(s) unless authorised to do so by the Delivery Centre.

15.2. Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry.

16. Indemnity

16.1. Neither party may benefit from the limitations, indemnity and exclusions set out in this clause in respect of any liability arising from its deliberate default.

16.2. Nothing in this Agreement limits any liability which cannot legally be limited, including but not limited to liability for:

16.2.1. death or personal injury caused by negligence;

16.2.2. fraud or fraudulent misrepresentation; and

16.2.3. breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

16.3. Subject to Clauses 16.1 and 16.2, the Provider shall indemnify and hold harmless the Delivery Centre against all losses, damages, claims, or expenses resulting from the Provider's acts or omissions in delivering the Services or fulfilling the

Provider Role(s) except where the loss or damage results from deliberate default, fraud, or gross negligence of the Delivery Centre.

17. Force majeure

17.1. Any party that is subject to a Force Majeure Event shall not be in breach of this Agreement and shall be excused from performance under this Agreement while and to the extent they are unable to perform due to any Force Majeure Event, provided that:

17.1.1. it promptly notifies the other party in writing of the nature and extent of the Force Majeure Event causing its failure or delay in performance;

17.1.2. it could not have avoided the effect of the Force Majeure Event by taking precautions which, having regard to all the matters known to it before the Force Majeure Event, it ought reasonably to have taken, but did not; and

17.1.3. it has used all reasonable endeavours to mitigate the effect of the Force Majeure Event, to carry out its obligations under this Agreement in any way that is reasonably practicable and to resume the performance of its obligations as soon as reasonably possible.

17.2. For the purpose of this Clause 17, a Force Majeure Event is any event affecting the performance of any provision of this Agreement arising from or

attributable to acts, events, omissions, or accidents which are beyond the reasonable control of a party including any abnormally inclement weather, flood, lightning, storm, fire, explosion, earthquake, subsidence, structural damage, epidemic, pandemic (including notifiable diseases such as Coronavirus - COVID-19) or other natural physical disaster, transport, disruptions, failure or shortage of power supplies, war, military operations, riot, crowd disorder, strike, lock-outs or other industrial action, terrorist action, civil commotion and any legislation, regulations, ruling or omission of any relevant government, court, competent national authority or governing body.

17.3. Where the Force Majeure Event is sufficiently serious, and the period of delay or non- performance continues for 180 business days, the party not affected may terminate the Agreement by giving business 30 days' written notice to the affected party at which point:

17.3.1. The Provider shall immediately pay all outstanding sums owing to the Delivery Centre;

17.3.2. The Provider shall comply with the post termination provisions detailed in Clause 15.1.

18. Entire Agreement

18.1. This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

19. Waiver

19.1. A waiver of any right or remedy under this Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

19.2. A failure or delay by the Delivery Centre to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

20. Severability

20.1. If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this Clause shall not affect the validity and enforceability of the rest of the Agreement. In the event that the exclusion of any offending provisions shall in the reasonable opinion of the Delivery Centre adversely affect the Delivery Centre's right to receive payment then the Delivery Centre shall have the right to terminate their Agreement on 30 business days' notice in writing to the Provider.

21. Warranties

21.1. The Provider shall make no statements representations or claims and shall give no warranties to any Candidates or potential Candidates in respect of the Services or Provider Role(s) save such as may have been specifically authorised by the Delivery Centre such authority to be given either in writing or in the Polices in force at the relevant time.

22. Notices

22.1. Any notice given to a party under or in connection with this Agreement shall be in writing and shall be:

22.1.1. delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or

22.1.2. sent by email to the addresses previously agreed between the Delivery Centre and Provider.

22.2. Any notice shall be deemed to have been received:

22.2.1. if delivered by hand, at the time the notice is left at the proper address;

22.2.2. if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or

22.2.3. if sent email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 22.2.3 business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

22.3. This Clause 22 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

23. Governing Law and Jurisdiction

23.1. This Agreement shall be governed by and construed in accordance with the law of Scotland, as appropriate. Each party irrevocably agrees that the courts of Scotland, shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

Appendix 1 - Provider Service Agreement Appeal Process

1. This Provider Service Agreement Appeal Process ("Appeal Process") sets out the basis on which the Provider may appeal a decision of the Delivery Centre to suspend or terminate the Provider Service Agreement (the 'Service Agreement'). This Appeal Process is the applicable appeals procedure and forms the entire agreement between a Provider and the Delivery Centre (referred to as "the Parties") as to how decisions relating to Provider status are to be challenged. The Parties agree to submit any dispute, concerning any matter connected with or arising out of Provider status, to binding arbitration in accordance with the provisions of this Appeal Process.

2. If the Provider believes the decision of the Delivery Centre to suspend or terminate their provider status is incorrect, then they must submit a written Notice of Appeal to the Delivery Centre Manager within 14 business days of the decision to terminate the Service Agreement.

3. The Notice of Appeal must set out the grounds of the appeal and include full details of which ground(s) in clause 4 the appeal is based upon and the precise manner in which the ground(s) have been met. The Notice of Appeal should be as comprehensive as possible and include any documents or written evidence upon which the Provider relies, as it will form the basis of the remainder of this Appeal Process.

4. A Provider can appeal a decision to suspend or terminate their provider status on the following grounds:

    4.1. The decision was not in accordance with the Service Agreement as signed;

    4.2. The provisions of the Service Agreement have been misapplied or applied on no good evidence and/or in circumstances where the application of the Service Agreement was unfair;

    4.3. The decision maker has shown bias or the appearance of bias or the decision to suspend or terminate their provider status has otherwise been demonstrably unfair; and/or

    4.4. Where the conclusion is one that no reasonable decision maker could have reached.

5. Stage 1 - In the first instance, a review shall be conducted by the Delivery Centre Manager who shall consider the matter at hand and respond to the Provider within 14 business days either confirming the original decision or rescinding the original decision and reinstating the Providers status.

6. Stage 2 - Should the Provider remain dissatisfied with the decision of the

Delivery Centre Manager, then the Provider can make a formal appeal to the CEO of Paddle Scotland within 7 days of receiving the decision of the Delivery Centre Manager further to Clause 5 of this Provider Service Agreement Appeal process. The CEO or their delegate shall consider the Appeal in line with Paddle Scotland Appeal Policy and respond in writing to the Provider within 28 business days either confirming the original decision or rescinding the original decision and reinstating the Provider's status.

7. The decision of the Appeal Panel in accordance with clause 6 of this Appeal Process is final and concludes the appeal process.

8. Should the Provider's status be reinstated following this Appeal Process then provided the original decision to suspend or terminate the Service Agreement was made in good faith by the decision maker, the Provider agrees to indemnify the Delivery Centre from any claim for loss of earnings arising from the original decision.

9. Paddle Scotland shall have the power to adjust the timescales within this Appeal Process. If timescales are adjusted, this will be communicated to all interested parties at each relevant stage of the appeals process. If the Provider believes the timescales should be adjusted they should notify the Paddle Scotland CEO at the earliest opportunity and/or communicate this within the Notice of Appeal.

Appendix 2 - Processing, Personal Data and Data Subjects

Description	Details
Delivery Centre Personal Data	*Any personal data which the Provider processes in connection with this Agreement, in the capacity of a processor on behalf of the Delivery Centre.*
Subject matter of the processing	*The subject matter of the Processing is Authorised Course Candidate personal data that the Provider shall process and share with the Delivery Centre in order to deliver the Services as set out in this Agreement.*
Duration of the processing	*The Provider will process the Personal Data for the duration of the Services and whilst they fulfil the Provider Role(s).*
Nature and purposes of the processing	*The nature of the processing includes the:* • *transfer and storing of personal data;* • *recording personal data such as performance data during the delivery of the Services;* • *amendment or deletion where required in accordance with the Delivery Centre's instructions.* • *otherwise processing the personal data as is necessary for the delivery of the Services.* *The purpose of the processing is to provide qualifications and/or awards on behalf of the Delivery Centre and British Canoeing Awarding Body.*
Type of Personal Data	*Name, address, date of birth, telephone number, email address, images, meeting notes, membership number, sex, training/ qualification course completed,*

	course results, course Candidate written work as part of any applicable assessment.
Categories of Data Subject	• *Authorised Course Candidates* • *Delivery Centre staff members.*
Plan for return and destruction of the data once the processing is complete UNLESS requirement under separate arrangement, or union/member state law to preserve/retain that type of data	*The personal data shall be retained for the duration of the Services and then securely returned, and copies held by the Provider securely deleted in accordance with Clause 11.*