# **Delivery Centre – Course Authorisation Terms and Conditions**



By clicking on the "I Agree", the "Submit" or similar button when receiving these Terms and Conditions ("the terms") you are confirming you have read, accepted, acknowledged and understood the terms and are indicating your intent to sign the terms and that this action will constitute your signature for the purposes of these terms.

In order to be authorised to deliver Delivery Centre courses as a recognised Course Provider you agree to the following terms:

# 1. General Responsibilities

- 1.1. You must be familiar with, and agree to abide by, all relevant British Canoeing Awarding Body and Delivery Centre Policies and Procedures.
- 1.2. You agree to be responsible for the health and safety and general welfare of all course staff and Learners.
- 1.3. You agree to comply with all local, regional and national legislation applicable to you based on your location and all local, regional and national legislation of any country(s) where a course is being provided.
- 1.4. You shall be a fit and proper person to carry out your professional duties associated with the course. For these purposes, you may be deemed to be unfit to carry out your professional duties where you are adversely affected by any of the following non-exhaustive factors; the use or abuse of Alcohol, drugs or medication, or fatigue.
- 1.5. You agree not to publicise any British Canoeing Awarding Body or Delivery Centre material which is not already available to the public unless specifically authorised by the Delivery Centre.

### 2. Course Administration:

- 2.1. You must inform the Delivery Centre immediately of any cancellation and/or postponement of requested courses.
- 2.2. You agree to ensure that copies of relevant completed records are submitted to the Delivery Centre within 3 (three) days of the completion of the course, along with the applicable course administration fee.
- 2.3. You agree to ensure that course Learners comply with relevant Delivery Centre requirements including membership and registration requirements.
- 2.4. You confirm you have in place suitable systems or mechanisms to manage bookings for courses including collecting appropriate data and ensuring the Learner is aware of the requirements of the course they are undertaking and that they have considered other options and/or accreditation of prior learning.
- 2.5. You will ensure that Learners have access to feedback and written development plans.
- 2.6. You will ensure that any personal data collected for the purpose of planning and delivering a course is managed in accordance with all applicable Data Protection laws, including but not limited to, the Data Protection Act 2018 and UK GDPR.

2.7. You will ensure that you will comply with the additional Data Protection requirements that the applicable Delivery Centre Privacy Notice is shown to course candidates before they provide personal data and ensure the candidate is aware that data will be shared with the Delivery Centre and British Canoeing Awarding Body for the purpose of providing awards/qualifications on behalf of British Canoeing Awarding Body.

### 3. Quality Assurance, Internal Verification and Standards

- 3.1. You will ensure that any course you deliver complies with all of the current Delivery Centre and British Canoeing Awarding Body standards.
- 3.2. You acknowledge it your responsibility to ensure you are fully aware of industry best practice and the most up to date standards applicable to the course as detailed on the British Canoeing Awarding Body website.
- 3.3. You agree to permit, with appropriate notice, each of the following to gain access to your premises, staff and records in order to verify the course being delivered:
  - 3.3.1. any Regulatory Body e.g OfQual
  - 3.3.2. your applicable Delivery Centre and/or British Canoeing Awarding Body;
  - 3.3.3. external and Internal Verifiers;
  - 3.3.4. any other relevant organisation (e.g. a College of Further Education).
- 3.4. You agree it is your responsibility to ensure that venues (land and water based) are safe and suitable both as a positive learning/ assessment environment and with regards to meeting the requirements as described in course guidance notes.
- 3.5. You agree it is your responsibility to ensure that Learners have a clear understanding of the course outcome, next steps for their development and acknowledge that this should include a detailed written action plan.

### 4. Complaints, Enquiries and Appeals

- 4.1. Where a complaint is made against you by a customer/course learner it will be managed in accordance with the applicable Delivery Centre complaints procedure.
- 4.2. Where a complaint is made by another organisation against you or your practises, the Delivery Centre reserves the right to consider and investigate the complaint but will not seek to act as a mediator or ombudsmen and will therefore not become involved unless it is necessary and proportionate to do so.
- 4.3. Where you or a Candidate wishes to enquire about, or appeal against, decisions relating to qualifications or awards this will be managed in accordance with the Enquiries and Appeals Procedure.

# 5. Intellectual Property and Copyright

5.1. Any and all British Canoeing Awarding Body and Delivery Centre resources, policies, and trademarks as well as the content of any British Canoeing Awarding Body Course (collectively "the Materials"), are, and shall remain, the intellectual property of the Delivery Centre and British Canoeing Awarding Body respectively.

- 5.2. The Delivery Centre grants you a fully paid-up, non-exclusive, royalty-free, non-transferable licence to use the Materials for the purpose of promoting and providing the course.
- 5.3. The rights granted in this clause 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 without prior written authorisation.

### 6. Indemnity

6.1. Subject to any liability that cannot be legally limited by law, you agree to indemnify and keep indemnified the Delivery Centre from and against all loss, damage or liability suffered as a result of your acts or omissions in delivering or administering the course.

# 7. Equality

- 7.1. The SCA is committed to equality, diversity and inclusion. We are committed to ensuring access to, and fairness in, assessment for all candidates. This is regardless of:
  - Race
  - Ethnic or national origin
  - Gender
  - Sexual orientation
  - Disability
  - Age
  - Marital status
  - Social class
  - Political or religious beliefs
  - Affiliations or other personal or professional characteristics which are acknowledged to have no bearing on assessment
- 7.2. All SCA employees, verifiers, and providers of British Canoeing Awarding Body qualifications are required to adhere to the principle that no candidate must, at any time, be discriminated against on grounds listed above.
- 7.3. It is a requirement that providers put in place appropriate pre-course procedures to ensure candidates pursue qualifications that are appropriate for them.
- 7.4. In conducting assessments and reaching assessment decisions, Assessors must ensure that it is only the candidates' skills, knowledge, understanding and competence that have a bearing on their assessment results. Assessment should not be influenced by any other factors. No candidate must be either discriminated against or given an unfair advantage.

8. Managing Conflicts of interest at assessment

Paddlesport Instructor, Coach Award, Performance Coach:

- 8.1. Assessors must not assess close friends or family.
- 8.2. Assessors should avoid, where practical, assessing colleagues or employees. If this is unavoidable, approval must be sought from the SCA Delivery Centre Manager. Extra vigilance must be shown in ensuring judgement of the candidates' evidence is done so reliably, fairly and accurately.

Leadership Awards and Personal Performance Awards:

- 8.3 Assessors must not assess family.
- 8.4 Assessors should avoid assessing friends, colleagues or employees if this is unavoidable, approval must be sought from the Delivery Centre Manager. Extra vigilance must be shown in ensuring judgement of the candidates' evidence is done so reliably, fairly and accurately. Assessors are entrusted with ensuring that candidates receive a fair and impartial assessment, with conflicts of interest minimised where possible.