



PADDLE
CYMRU

Delivery Centre
Terms & Conditions
For Courses

www.paddlecymru.org.uk

Delivery Centre Terms & Conditions for Courses

Last Review:	December 2025
Next Review:	Ongoing

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 acknowledge 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. Definitions, Interpretation and Variation

- 1.1. For the purposes of these Terms, all the words in bold shall have the meanings set out in the Provider Service Agreement ("PSA") agreed between you (as the **Provider**) and the Delivery Centre, unless otherwise specified herein. In the event of discrepancy between the PSA and these Terms, the PSA shall take precedence.
- 1.2. A **Provider** may request reasonable adjustments or bespoke variations to these Terms to accommodate accessibility requirements, location, national legislation, or significant operational differences. Requests must be submitted in writing and will be considered in accordance with the **Delivery Centre's Bespoke Agreement Policy**. Approved amendments will be documented as a formal addendum to these Terms.

2. General Responsibilities

- 2.1. You must have a valid and fully signed PSA in place between yourself and the Delivery Centre and agree to abide by the terms contained in the PSA.
- 2.2. You must be familiar with, and agree to abide by, all relevant **British Canoeing Awarding Body** and **Delivery Centre policies and procedures**.
- 2.3. You agree to be responsible for the **Health and Safety** and general welfare of all course staff and **Candidates**.
- 2.4. 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.
- 2.5. You are responsible for monitoring, maintaining and where appropriate updating your own qualifications, CPD, Safeguarding, Insurance, and any other reasonable requirements specified by the **Delivery Centre**. The **Delivery Centre** will provide

reminders to a **Provider** where practicable, but ultimate responsibility for compliance rests with the **Provider**.

- 2.6. You shall be a fit and proper person to carry out your professional duties associated with the **Authorised 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.
- 2.7. 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**.
- 2.8. You must endeavour to uphold the good reputation and character of the **Delivery Centre**, **British Canoeing Awarding Body**, and relevant **National Associations**, in all communications, including on social media and in person. You agree not to disseminate misleading, negative, or defamatory information regarding the **Delivery Centre**, or any related products or services.
- 2.9. You must provide reasonable access to aspirant providers for the purpose of ongoing learning and development, subject to availability and mutual convenience.

3. Course Administration:

- 3.1. You must inform the Delivery Centre immediately of any cancellation and/or postponement of requested courses or an already **Authorised Course**.
- 3.2. You agree to ensure that copies of relevant completed records are submitted to the **Delivery Centre** within 3 business days of the completion of the course, along with the applicable course administration fee.
- 3.3. You agree to ensure that course **Candidates** comply with relevant **Delivery Centre** requirements including membership and registration.
- 3.4. You agree to postpone assessments where **Candidates** are not registered in accordance with **Delivery Centre** requirements unless you receive express written permission from the **Delivery Centre** to carry out the assessment.
- 3.5. You confirm you have in place suitable systems or mechanisms to manage bookings for courses including collecting appropriate data and ensuring the **Candidate** is aware of the requirements of the course they are undertaking and that they have considered other options and/or accreditation of prior learning.
- 3.6. You will ensure that **Candidates** have access to feedback and written development plans.
- 3.7. 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.
- 3.8. You will ensure that you will comply with the additional **Data Protection** requirements outlined in the PSA and that the applicable **Delivery Centre Privacy Notice** is shown to **Candidates** before they provide personal data as well as ensuring 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**.

4. Quality Assurance, Internal Verification and Standards

- 4.1. You will ensure that any **Authorised Course** you deliver complies with all the current and applicable **Delivery Centre, National Association and British Canoeing Awarding Body** standards and **Policies**.
- 4.2. You acknowledge it is your responsibility to ensure you are fully aware of industry best practice and the most up to date standards applicable to the **Authorised Course** as detailed on the **British Canoeing Awarding Body** website.
- 4.3. 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:
 - 4.3.1. any relevant Regulatory Body (i.e. Ofqual)
 - 4.3.2. your applicable **Delivery Centre**;
 - 4.3.3. **British Canoeing Awarding Body** external and Internal Verifiers;
 - 4.3.4. any other relevant organisation (e.g., a College of Further Education).
- 4.4. 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 **Authorised Course** guidance notes.
- 4.5. You agree it is your responsibility to ensure that **Candidates** have a clear understanding of the **Authorised Course** outcome, next steps for their development and acknowledge that this should include a detailed written action plan.

5. Complaints, Enquiries and Appeals

- 5.1. Where a complaint is made against you by a customer/course **Candidate** it will be managed in accordance with the applicable **Delivery Centre** complaints procedure.
- 5.2. Where a complaint is made by another organisation/provider 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.
- 5.3. 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. Where you wish to make a complaint about a **Delivery Centre**, it will be managed in accordance with the applicable **Delivery Centre** complaints procedure.
- 5.4. A decision by the Delivery Centre to terminate or suspend your PSA may be appealed in accordance with the procedures detailed in the **PSA**, including stage-by-stage escalation.

6. Intellectual Property and Copyright

- 6.1. 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.
- 6.2. 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.
- 6.3. 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.

7. Indemnity

- 7.1. 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 an **Authorised Course**.