



British Gymnastics Performance Pathway Symposium Terms & Conditions

These Terms and Conditions apply to Performance Pathway Symposium/Conferences, delivered by British Gymnastics Performance Pathway Department of Ford Hall, Lilleshall National Sports Centre, Newport, Shropshire, TF10 9NB (**referred to as BG**), and will form the entire agreement between BG and the Delegate in respect of the Symposium and its provision. If you have any questions or require clarification of the content please contact the Performance Pathway Department on 0845 129 7129 ext: 2392

Definitions:

- Fees** mean all fees owing to BG pursuant to these conditions including without limit all tuition, conference material charges and registration fees.
- Sponsor** means any employer and/or third party who have agreed with the Delegate and/or BG to pay the Fees (or part of them).
- Delegate** means Tutor, Assessor, Internal Verifier, Internal Verifier, National Trainer or other person whose application on the Symposium is accepted by BG.
- Conference** means BG Education Workforce Conferences (Zonal and/or National)

Terms and Conditions:

1. Insurance and Liability

BG has arranged liability insurance to provide indemnity to affiliated Delegates in respect of their activities whilst attending the Symposium. This insurance does not provide any indemnity to any Delegate who is not directly affiliated to BG i.e. does not have the appropriate level of membership. It is the responsibility of any non-affiliated Delegate to ensure that they have independently arranged appropriate insurance to cover themselves whilst participating in the Conference; this should be for the full duration of the Symposium. Delegates who are not affiliated to BG may be asked to provide proof of adequate cover and failure to do so may result in the Delegate being asked to leave the Symposium. No Fees will be refundable for any Delegate asked to leave under this section.

BG shall not be liable and excludes responsibility for any loss, cost, expense or damage to personal belongings suffered by the Delegate whilst at the Symposium, or for any death or personal injury suffered by the Delegate unless caused by BG's proven negligence or breach of statutory duty.

2. Cancellation of the Symposium by BG

BG reserves the right to cancel or reschedule the Symposium at their discretion if in the opinion of BG there are insufficient Delegates enrolled. In such cases Delegates shall be offered a refund of the fees paid or a transfer to an alternative Symposium.

In such cases BG's liability shall be restricted to reimbursement of any fees paid to them.

In the event of a cancellation for a reason outside the control of BG, BG shall be under no obligation to provide any reimbursement. In the event of any reimbursement being made it shall be a gratuitous payment made without obligation or liability.

3. Cancellation by the Delegate



Once an application has been made a Delegate is liable for the fee regardless of whether they later decide to withdraw voluntarily from the Symposium.

If a Delegate cannot attend the Symposium, notice of cancellation must be received by BG, in writing, whereupon a refund of Fees will be given in accordance with the cancellation charges outlined below. If written notice of cancellation is not received the Delegate will be liable for the payment of all Fees.

Cancellation charges:

- Up to 21 days prior to the Symposium start date – **no charge**
- Less than 21 days, but at least 7 days prior to the Symposium start date – **50% of the Symposium Fee**
- Less than 7 days prior to the Symposium start date – **100% of the Symposium Fee**

Delegates who cancel due to medical reasons must provide a Doctors Certificate to receive a full refund.

Any reimbursement approved by BG will, wherever possible, be made within 30 days of the date of receipt of the application for such reimbursement.

All cancellations must be made in writing to British Gymnastics Education Department, Ford Hall, Lilleshall National Sports Centre, Newport, Shropshire, TF10 9NB.

No refunds of Fees will be permitted once a Delegate has started the Conference for any reason, including but without limitation, early withdrawal from the Conference or non-attendance.

4. Contract and Cooling Off Period

Upon application to the Symposium delivered by BG, Delegates acknowledge their understanding of and acceptance of these Terms and Conditions and enter into a legally binding contract with BG.

Delegates have the right to cancel this contract at no cost within seven days of receipt of application by BG. Such cancellation must be in writing to British Gymnastics Performance Pathway Department, Ford Hall, Lilleshall National Sports Centre, Newport, Shropshire, TF10 9NB. In the event of a cancellation under this clause, reimbursement of any fees paid will be made in full, wherever possible within 30 days of receipt of the cancellation request by BG.

5. Copyright and Intellectual Property

The copyright in all material provided by BG shall (unless expressly stated or otherwise) remain vested in BG and may not be reproduced without BG's specific written consent.

All intellectual property rights derived from any work created by a Delegate during or as part of the Symposium shall and hereby vest in BG.

6. Data Protection and Personal Data

BG will not disclose information about Delegates to any third party except appropriate education partners and authorities e.g. 1st4Sport.

Upon application to this Symposium, Delegates are consenting to BG collecting and processes information that may, because of its nature, be classified as Sensitive Personal Data. This data is used for administrative, health, safety and welfare reasons and as such, any Delegate not wishing to provide the information as required on the application form will not be accepted onto a Course.



BG makes every effort to keep Delegates personal information secure and accurate. To assist with this Delegates are expected to keep BG informed of any changes of address, contact details and/or relevant personal circumstances.

7. Eligibility

Delegates must be a recognised UKCC Level 2 Coach qualification (minimum) to attend the Performance Pathway Symposium.

8. Equal Opportunities

BG is committed to promoting equality of opportunity for all its Delegates to ensure that no-one is discriminated against on the grounds of race, colour, religion, sex, marital status, disability, age, social position or sexual orientation.

9. Payment Terms

All Fees are due at time of application and should be made in Sterling. Places will not be held without payment.

Payments should be on-line at the time of enrolment where possible.

Where payment is made by cheque or postal order and should be made payable to British Gymnastics. Delegates should write on the back of the cheque their name and the Conference title. Receipts are available from the Education Department upon request.

The Delegate shall be responsible for the payment of the Fees even if a Sponsor has agreed to pay the Fees. It is the responsibility of the Delegate to ensure that the Sponsor pays the Fees. For the avoidance of doubt, in the event that a Sponsor fails to pay the Fees as may have been agreed between the Sponsor and the Delegate, the Delegate will remain solely responsible for payment.

BG reserves the right to decline a Delegate attendance at the symposium where fees are outstanding.

BG may take legal action for the recovery of monies due and in such circumstances BG reserves the right to recover the cost of such action in addition to the outstanding monies.

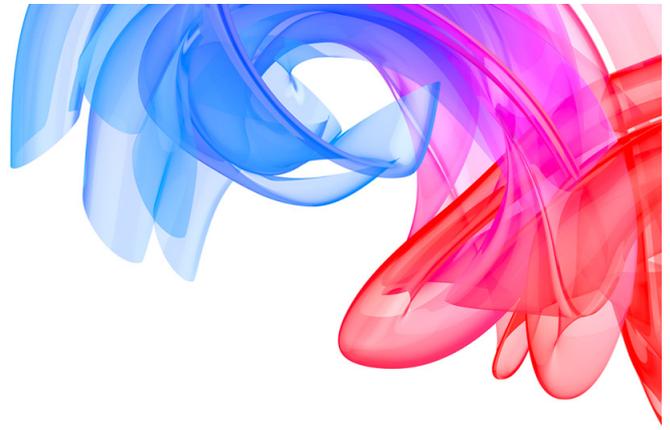
Symposium Fees include:

- Conference materials
- Accommodation on a Full Board Basis
- Refreshments during the Conference
- Symposium Fees do not include:
 - Insurance
 - Travel expenses
 - Replacement conference materials

10. Rights and Obligations of BG

BG reserves the right to make alterations to the Symposium, tutors, fees or venues without prior notice provided such alterations shall not substantially affect the Symposium content and such alterations shall, at best, only entitle the participant to reimbursement of any Symposium fees paid.

BG reserves the right to ask any Delegate to leave the Symposium at any time for behaviour, which is deemed to be unprofessional, inappropriate or disruptive to other Delegates. No Fees will be refundable for any Delegate dismissed under this section.



11. Rights and Obligations of the Delegate

Delegates shall meet and comply with the requirements and/or standards set out in these Terms and Conditions, and BG reserves the right to suspend and/or exclude (at its discretion) any Delegate failing to meet such standards and/or requirements, including:

- Comply with all reasonable requests of BG staff and authorised contractors or agents
- Behave in a manner, which does not cause injury or damage to other persons, in particular to the property of BG, its staff, Delegates or visitors and does not impede or prevent the provision of the Symposium or otherwise harm the standing and reputation of BG
- Comply with such special requirements for a Symposium as may be imposed by law or other applicable third party. For clarification such specialised requirements may include criminal checks, health/medical checks or other conditions of conduct
- Attend all workshops and presentations
- Notify BG of any specific requirements and/or special needs in advance of the Symposium

12. Photography

Upon application to this Symposium, Delegates are consenting to BG using any photographic material taken during the course of the Symposium for promotional and publicity purposes. If any Delegate has the expressed wish not to be photographed during the Symposium they must make BG staff aware upon registration.

13. Safety and Health

Delegates need to take personal responsibility for the safety and health of themselves and others; to observe safe standards of behaviour and dress; and to familiarise themselves with the safety requirements of the Symposium and its venue.

Delegates should not interfere with equipment or materials provided without supervision or authorisation. Delegates are responsible for monitoring their own health and medical conditions. Any Delegate requiring extra support due to a medical condition is required to declare this prior to the start of the Symposium.

14. Suggestions and Complaints

Suggestions and complaints should be made in writing to Sarah Benson, Performance Pathway Manager at British Gymnastics, Ford Hall, Lilleshall National Sports Centre, Newport, Shropshire, TF10 9NB, where they will be acknowledged within five working days of receipt and normally fully answered within fifteen working days.

All complaints must be made as soon as possible, and will be acknowledged and investigated appropriately.