

# Education Course Terms & Conditions



Please read these Terms and Conditions carefully as application to a course with British Gymnastics or relevant affiliated Home Country (hereafter collectively referred to as BG), is deemed acceptance of them. If you have any questions or require clarification of the content please contact Customer Services on 0345 129 7129

These Terms and Conditions apply to all courses organised and delivered by BG and will form the entire agreement between BG and the learner in respect of the course and its provision.

For the avoidance of doubt British Gymnastics courses organised and delivered by external providers will be covered by their own Terms and Conditions, details of which can be obtained by contacting the course organiser.

## Definitions

**Assessment** practical or theoretical examination, which forms part of the course.

**Course** the course, conference or programme of study to be undertaken by the learner.

**Fees** all fees owing to BG pursuant to these conditions including without limit all tuition, course material charges, assessment and registration fees, as advertised at the time of enrolment.

**Learner** Coach, Teacher, Judge, Conference delegate, Gymnast or other person whose application on the course is accepted by BG.

**Sponsor** any employer and/or third party who have agreed with the learner and/or BG to pay the fees (or part of them).

## Terms and Conditions

### 1. Insurance and Liability

1.1 BG has arranged liability insurance to provide indemnity to affiliated learners in respect of their activities whilst undertaking the course. This insurance does not provide any indemnity to any learner who is not directly affiliated to BG i.e. does not have the appropriate level of membership.

1.2 It is the responsibility of any non-affiliated learner to ensure that they have independently arranged appropriate insurance to cover themselves whilst participating in the course. This should be for the full duration of the course i.e. cover taught sessions, mentoring and assessments. Learners who are not affiliated to BG may be asked to provide proof of adequate cover and failure to do so may result in the learner being dismissed from the course. No fees will be refundable for any learner dismissed under this section.

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

## 2. Cancellation of Courses by BG

2.1 BG reserves the right to cancel or reschedule courses at their discretion if in the opinion of BG there are insufficient learners enrolled. In such cases learners shall be offered a refund of the fees paid or a transfer to an alternative course. In such cases BG's liability shall be restricted to reimbursement of any fees paid to them.

2.2 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 Learner

3.1 Once an application has been made the learner is liable for the fee regardless of whether they later decide to withdraw voluntarily from the course.

3.2 If the learner cannot attend their chosen course, 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 in 3.4 below.

3.3 If written notice of cancellation is not received by the course organiser the learner will be liable for the payment of all fees.

3.4 Cancellation charges:

- a) Up to 30 days prior to the course start date – **no charge**
- b) Less than 30 days, but at least 16 days prior to the course start date – **50% of the course fee**
- c) Less than 16 days prior to the course start date – **100% of the course Fee**

3.5 No refunds of fees will be permitted once the learner has started the course for any reason, including but without limitation, early withdrawal from a course or non-attendance unless there is a justifiable reason such as, illness or injury, or extreme personal circumstances beyond the learner's control. Learners who cancel due to illness or injury must provide a medical certificate to receive a full refund or transfer to another course.

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

## 4. Contract and Cooling Off Period

4.1 Upon application to a course organised and delivered by BG, learners acknowledge their understanding of and acceptance of these Terms and Conditions and enter into a legally binding contract with BG. Learners 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 the course organiser.

4.2 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

5.1 The copyright of 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.

5.2 All intellectual property rights derived from any work created by a learner during or as part of a course shall and hereby vest in BG.

## **6. Data Protection and Personal Data**

6.1 BG will not disclose information about learners to any third party except appropriate education partners and authorities e.g. 1st4sport.

6.2 Upon application to a course, learners consent to BG collecting and processing 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 learner not wishing to provide the information as required may not be accepted onto a course.

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

## **7. Eligibility**

7.1 Learners must be able to provide proof of eligibility to reside and/or study within the UK in order to study a course with BG.

7.2 Learners must be able to evidence that they meet any pre-requisite entry requirements, such as age, and qualifications.

## **8. Equal Opportunities**

8.1 BG is committed to promoting equality of opportunity for all learners to ensure that no-one is discriminated against on the grounds of age, disability, gender reassignment, race, religion or belief, sex, sexual orientation, marriage and civil partnership and pregnancy and maternity.

## **9. Payment Terms**

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

9.2 Fee reductions will only apply to courses indicated on the BG website and where the learner meets the specified criteria.

9.3 The learner 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 learner 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 learner, the learner will remain solely responsible for payment.

9.4 BG reserves the right not to accept applications from learners where fees or other costs from previous courses remain outstanding until such time as all outstanding fees or other outstanding costs are paid.

9.5 Where successful completion of a course results in the award of a certificate, BG reserves the right to withhold the issue of certificates where fees or other monies are owed to BG.

9.6 In addition, BG reserves the right to terminate the learners right to continue on a course where fees are outstanding and where any agreed installment payment defaults.

9.7 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.

9.8 Where the learner fails or fails to attend an assessment, which forms part of the course, a charge will be made for any further Assessment/s.

9.9 All prices in respect of course fees are correct at time of going to press. In the event of an increase learners will be notified accordingly and those not wishing to pursue courses at the increased fee must notify BG in writing, within seven days of receiving notice of the increase and BG shall reimburse all monies already paid.

9.10 Course fees include:

- a) Accommodation for **residential courses only**
- b) Certificates of attendance and/or award (as applicable) upon completion
- c) One assessment **where indicated**
- d) Study/resource materials

9.11 Course fees do not include

- a) Insurance
- b) Travel expenses
- c) Replacements log books, certificates or study/resource materials
- d) Re-assessment fees
- e) Stationery and materials

## 10. Deferred assessment

10.1 Deferral from the original Assessment includes:

- a) Being deemed 'not yet competent'
- b) Failure to arrive at the allocated Assessment at the appointed day or time
- c) Withdrawal within 28 days prior to the allocated Assessment date
- d) In the event the logbook does not arrive with the assessor by the date indicated on the assessment letter learners may be deferred from the assessment date.

10.2 A maximum of two deferrals for any part of the Assessment are permitted, where a learner is deemed not competent at the third assessment attempt they will be required to repeat the course.

10.3 In the event of deferral of any part of the Assessment a re-assessment fee will be payable in advance of each re-assessment, details of which can be found on the BG website.

## 11. Registration Period

11.1 Each course has a specified registration period and the learner must complete all aspects of the learning programme and Assessment within that registration period.

11.2 If the learner fails to complete all aspects of the course within the registration period a re-registration fee will be charged, except in extenuating circumstances where an extension may be granted at the discretion of BG (or 1st4sport where applicable).

11.3 Where the learner does not apply for an extension or re-register within a year beyond the registration

period they will be required to repeat the course.

## **12. Rights and obligations of BG**

12.1 BG shall use reasonable endeavor to provide the learner with an education service which may, where appropriate, include a programme of study; classes, tutorials and relevant learning support intended to prepare the learner for assessment and qualification.

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

12.3 BG reserves the right to dismiss any learner at any time for behaviour, which is deemed to be unprofessional, inappropriate or disruptive to other learners. No fees will be refundable for any learner dismissed under this section.

12.4 BG reserves the right to dismiss any learner at any time for malpractice including cheating in assessments, assisting others to cheat, falsification of log books and plagiarism. No fees will be refundable for any learner dismissed under this section.

12.5 All BG courses and course materials are in English.

## **13. Rights and obligations of the learner**

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

- a) Familiarise themselves with all relevant course policies and course requirements
- b) Notify BG of any specific requirements and/or special needs in advance of the course
- c) Comply with all standard course requirements such as providing participants for the course and assessment where required and sourcing an appropriately qualified mentor
- d) Comply with all reasonable requests of BG staff and authorised contractors or agents
- e) Behave in a manner, which does not cause injury or damage to other persons, in particular to the property of BG, its staff, learners or visitors and does not impede or prevent the provision of the course or any other course or otherwise harm the standing and reputation of BG
- f) Comply with such special requirements for a course as may be imposed by law or other applicable third party. For clarification such specialised requirements may include health/medical checks or other conditions of conduct
- g) Attend all classes, tutorials and assessments and complete the programme of study in full. learners who are unable to complete any part of the course or assessment due to illness or injury, extreme personal circumstances beyond the learner's control must inform the course organiser
- h) Undertake to complete the course and the assessment within the appropriate registration period

Learners must satisfy themselves that the particular course they have chosen meets their requirements before commencing the course.

## **14. Health and Safety**

14.1 Learners need to take personal responsibility for the health and safety of themselves and others; to observe safe standards of behaviour and dress; and to familiarise themselves with the safety

requirements of BG and course venue.

14.2 Learners should not interfere with equipment or materials provided without supervision or authorisation.

14.3 Learners are responsible for monitoring their own health and medical conditions. Any learner requiring extra support due to a medical condition is required to declare this prior to the start of the course.

## **15. Complaints and Appeals**

15.1 Where learners have cause to make a complaint this is covered under the course complaints policy which can be found on the BG website. All complaints will be responded to in accordance with the complaints policy.

15.2 Where learners have cause to appeal an assessment decision this is covered under the course appeals policy which can be found on the BG website. All appeals will be responded to in accordance with the appeals policy.