

# Education Course Terms & Conditions

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

These Terms and Conditions apply to all coach and judge education courses organised and delivered by British Gymnastics and will form the entire agreement between British Gymnastics 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	video 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 British Gymnastics 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 British Gymnastics.
Sponsor	any employer and/or third party who have agreed with the learner and/or British Gymnastics to pay the fees (or part of them).

## Terms and Conditions

### 1. Insurance and Liability

- 1.1. British Gymnastics members undertaking a British Gymnastics course have the benefit of membership insurance to provide cover for them in respect of their activities whilst undertaking the course. This insurance does not provide any cover to any learner who is not directly registered as a member of British Gymnastics.
- 1.2. British Gymnastics does not accept any liability for any activity undertaken by non-British Gymnastics members taking part in activities whilst undertaking the course. Therefore, it is the responsibility of any non-British Gymnastics member to ensure they have independently arranged appropriate insurance to cover themselves whilst participating in the course. This should be for the full duration of the course, including training sessions, mentoring and assessments.
- 1.3. British Gymnastics 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.
- 1.4. British Gymnastics shall not be liable for any damage or compensation in respect of or in consequence of any accident or injury to any learner whilst engaged in the course, save and except an accident or injury resulting by negligence on the part of British Gymnastics committed during the currency of the contract.

## **2. Cancellation of courses and assessments by British Gymnastics**

- 2.1. British Gymnastics reserves the right to cancel or reschedule courses and assessments at their discretion, for example but not exclusive to insufficient learners enrolled, workforce illness. In such cases learners shall be offered a refund of the fees paid or a transfer to an alternative course or assessment. In such cases British Gymnastics liability shall be restricted to reimbursement of any fees paid to them alone and will not cover additional fees indirectly associated with the course.
- 2.2. In the event of an assessment at Level 3 or above whereby the learner must book their own assessment or book onto a specific assessment day, British Gymnastics reserves the right to cancel or reschedule the assessment at their discretion if in the opinion of British Gymnastics there are insufficient coaches enrolled. In such cases coaches shall be offered a refund of the fees paid or a transfer to an alternative assessment. In such cases British Gymnastics' liability shall be restricted to reimbursement of any fees paid to them.
- 2.3. In the event of a cancellation for a reason outside the control of British Gymnastics, British Gymnastics 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 charges**

- 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 British Gymnastics directly from the learner, in writing, whereupon a refund of fees will be given in accordance with the cancellation charges outlined in 3.5 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:
  - 3.4.1. Up to 30 days prior to the course start date – no charge
  - 3.4.2. Less than 30 days, but at least 16 days prior to the course start date – 50% of the course fee
  - 3.4.3. Less than 16 days prior to the course start date – 100% of the course fee

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 an extenuating circumstance application is submitted and accepted.
- 3.5. Any reimbursement approved by British Gymnastics 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 British Gymnastics, learners acknowledge their understanding of and acceptance of these Terms and Conditions and enter into a legally binding contract with British Gymnastics. Learners have the right to cancel this contract at no cost within seven days of receipt of application by British Gymnastics. 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 British Gymnastics.

## **5. Copyright and Intellectual Property**

- 5.1. The copyright of all material provided by British Gymnastics shall (unless expressly stated or otherwise) remain vested in British Gymnastics and may not be reproduced without British Gymnastics' 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 British Gymnastics. This does not include video footage uploaded by a learner for the purpose of video assessment.

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

Please refer to the [British Gymnastics Privacy Policy](#)

## **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 British Gymnastics.
- 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. British Gymnastics 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 British Gymnastics 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 register the learner to a course and pay the fees on their behalf. 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. British Gymnastics 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, British Gymnastics reserves the right to withhold the issue of certificates where fees or other monies are owed to British Gymnastics.
- 9.6. In addition, British Gymnastics reserves the right to terminate the learner's right to continue on a course where fees are outstanding and where any agreed instalment payment defaults.
- 9.7. British Gymnastics may take legal action for the recovery of monies due and in such circumstances British Gymnastics reserves the right to recover the cost of such action in addition to the outstanding monies.
- 9.8. Where the learner is deemed 'not yet competent' 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 British Gymnastics in writing, within seven days of receiving notice of the increase and British Gymnastics shall reimburse all monies already paid.

**9.10. Course fees include:**

- 9.10.1.1. Accommodation for residential courses only
- 9.10.1.2. Certificates of attendance and/or award (as applicable) upon completion
- 9.10.1.3. One assessment where indicated
- 9.10.1.4. Study/resource materials

**9.11. Course fees do not include:**

- 9.11.1. Insurance for non-British Gymnastics affiliated members
- 9.11.2. Travel expenses
- 9.11.3. Replacement log books, certificates or study/resource materials. There will be a charge associated to any replacement materials if requested by the learner.
- 9.11.4. Re-assessment fees
- 9.11.5. Stationery and materials

**10. Extenuating circumstances & course transfers**

- 10.1 Extenuating circumstances can be applied for if you experience exceptional, unforeseeable, short-term circumstances which affect your ability to attend part of, or all of your course or assessment or submit your log book/portfolio/video of evidence within the required timeframe.
- 10.2 Extenuating circumstances must be applied for using the application form found on the British Gymnastics website.
- 10.3 Extenuating Circumstances Application forms must be submitted to the relevant course organiser within 15 working days.
- 10.4 A learner may transfer courses as per the guidelines outlined in the Extenuating Circumstances and Course Transfer procedure found on the British Gymnastics website.

**11. Deferred assessment**

**11.1. Deferral from the original assessment includes:**

- 11.1.1. Being deemed 'not yet competent'
- 11.1.2. Failure to arrive at the allocated assessment at the appointed day or time
- 11.1.3. Withdrawal once the assessment invite email has been sent
- 11.1.4. The logbook and/or video evidence not arriving with the assessor by the date indicated on the invitation to assessment email
- 11.1.5. Video evidence not meeting assessment guidance criteria

**11.2. Deferrals for coaching and judging differ as described below:**

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

- 11.2.2. Judging - A maximum of one deferral for any part of the assessment are permitted, where a learner is deemed not competent at the second assessment attempt they will be required to repeat the course.

11.3. 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 British Gymnastics website.

## **12. Registration Period**

- 12.1. Each course has a specified registration period and the learner must complete all aspects of the learning programme and assessment within that registration period. For Level 1 courses the registration period is 12 months. For Level 2 and above courses the registration period is 24 months.
- 12.2. Each judging course has a registration period of 24 months to complete all aspects of the learning programme and assessment. However, should a judging course be taken less than 24 months prior to the start of a new judging cycle then the course must be completed prior to the start of the new cycle qualifications becoming active.
- 12.3. 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 British Gymnastics (or 1st4sport where applicable). It is the responsibility of the learner to contact the course organiser as soon as possible with supporting evidence where applicable.
- 12.4. 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.

## **13. Rights and obligations of British Gymnastics**

- 13.1. British Gymnastics shall use reasonable endeavour 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.
- 13.2. British Gymnastics 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.
- 13.3. British Gymnastics reserves the right to dismiss any learner at any time for behaviour, which is deemed to be unprofessional, inappropriate or disruptive to other learners or British Gymnastics workforce. No fees will be refundable for any learner dismissed under this section.
- 13.4. British Gymnastics 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.
- 13.5. All British Gymnastics courses and course materials are in English. Should the learner not speak English as a first language then British gymnastics will allow the learner to bring an interpreter, at the learner's expense. There will be no course charge for the interpreter as long as the venue can accommodate an extra person.

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

- 14.1. Learners shall meet and comply with the requirements and/or standards set out in these Terms and Conditions. British Gymnastics reserves the right to suspend and/or exclude (at its discretion) any learner failing to meet such standards and/or requirements, including:
  - 14.1.1. Familiarise themselves with all relevant course policies and course requirements
  - 14.1.2. Notify British Gymnastics of any specific requirements and/or learning needs in advance of the course

- 14.1.3. Comply with all standard course requirements such as providing participants for the course and assessment where required and sourcing an appropriately qualified mentor
- 14.1.4. Comply with all reasonable requests of British Gymnastics staff and authorised contractors or agents
- 14.1.5. Behave in a manner, which does not cause injury or damage to other persons, in particular to the property of British Gymnastics, 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 British Gymnastics
- 14.1.6. 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
- 14.1.7. Attend all classes, tutorials and assessments and complete the programme of study in full and in the stated order. 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 and provide appropriate evidence where applicable, e.g. medical certificate
- 14.1.8. Undertake to complete the course and the assessment within the appropriate registration period
- 14.1.9. The logbook not arriving with the assessor by the date indicated on the invitation to assessment email

Learners must satisfy themselves that the particular course they have chosen meets their requirements by reading all available information on the course prospectus before commencing the course.

## **15. Health and Safety**

- 15.1. 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 British Gymnastics and course venue. Further information on this is available in the British Gymnastics Health & Safety Guidance: Coaching Practice document.
- 15.2. Learners should not interfere with equipment or materials provided without supervision or authorisation.
- 15.3. 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.

## **16. Complaints and Appeals**

- 16.1. Where learners have cause to make a complaint, this is covered under the course complaints policy which can be found on the British Gymnastics website. All complaints will be responded to in accordance with the complaints policy.
- 16.2. Where learners have cause to appeal an assessment decision this is covered under the course appeals policy which can be found on the British Gymnastics website. All appeals will be responded to in accordance with the appeals policy.