



## Love to Move Course Terms & Conditions

### Approval

Approved by	Owner	Dept	Date
<b>BGF Board of Trustees</b>	Louise Roberts	Love to Move	10 <sup>th</sup> March 2020

### Document History

Version	Summary of Changes	Document Status	Date
<b>V1.0</b>	Agreed at Board	Live	10 <sup>th</sup> March 2020

## Terms and Conditions

### 1. Insurance and Liability

1.1. British Gymnastics members undertaking a British Gymnastics Foundation course have the benefit of British Gymnastics Foundation's 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 Foundation 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 Foundation 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 Foundation 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 Foundation committed during the currency of the contract.

Please read these Terms and Conditions carefully as application to a course with British Gymnastics Foundation is deemed acceptance of them. If you have any questions or require clarification of the content, please contact the British Gymnastics Foundation Team on: [theteam@britishgymnasticsfoundation.org](mailto:theteam@britishgymnasticsfoundation.org)

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

For the avoidance of doubt British Gymnastics Foundation 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.

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

- 2.1 British Gymnastics Foundation 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 Foundation 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 For assessments, whereby the learner must book their own assessment British Gymnastics Foundation reserves the right to cancel or reschedule the assessment at their discretion, for example but not exclusive to workforce illness. In such cases and alternative assessment date will be found.

## **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 or assessment, notice of cancellation must be received by British Gymnastics Foundation 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 or assessment organiser the learner will be liable for the payment of all fees.
- 3.4 Course places are non-transferable.
- 3.5 Cancellation charges:
  - 3.5.1 Up to 30 days prior to the course or assessment start date – no charge

- 3.5.2 Less than 30 days, but at least 16 days prior to the course or assessment start date – 50% of the course fee
- 3.5.3 Less than 16 days prior to the course or assessment start date – 100% of the course fee
- 3.6 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.
- 3.7 Any reimbursement approved by British Gymnastics Foundation 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 the British Gymnastics Foundation, learners acknowledge their understanding of and acceptance of these Terms and Conditions and enter into a legally binding contract with the British Gymnastics Foundation. 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.

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

- 5.1 The copyright of all material provided by the British Gymnastics Foundation 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.

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

Please refer to the [British Gymnastics Foundation Privacy Policy](#) which can be found on the British Gymnastics Foundation website.

#### **7. Eligibility**

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

## 8. Equal Opportunities

- 8.1 The British Gymnastics Foundation 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 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.
- 9.3 The British Gymnastics Foundation 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.
- 9.4 Where successful completion of a course results in the award of a certificate, British Gymnastics Foundation reserves the right to withhold the issue of certificates where fees or other monies are owed to the British Gymnastics Foundation.
- 9.5 In addition, British Gymnastics Foundation 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.
- 9.6 British Gymnastics Foundation may take legal action for the recovery of monies due and in such circumstances British Gymnastics Foundation reserves the right to recover the cost of such action in addition to the outstanding monies.
- 9.7 Where the learner is deemed 'not yet competent' or fails to attend an assessment, which forms part of the course, a charge may be made for any further assessment/s.
- 9.8 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 Foundation in writing, within seven days of receiving notice of the increase and British Gymnastics Foundation shall reimburse all monies already paid.
- 9.9 Course fees include:**
- 9.9.1 Course e-learning
- 9.9.2 2-day face to face course
- 9.9.3 Certificates of attendance and/or award (as applicable) upon completion

- 9.9.4 Mentoring where applicable
- 9.9.5 One assessment where indicated
- 9.9.6 Study/resource materials
- 9.9.7 Music for the programme delivery via mobile app

**9.10 Course fees do not include:**

- 9.10.1. Insurance for non-British Gymnastics affiliated members
- 9.10.2. Travel expenses
- 9.10.3. Replacement log books, certificates or study/resource materials.  
There will be a charge associated to any replacement materials if requested by the learner.
- 9.10.4 Re-assessment fees
- 9.10.5. Music CD or USB stick or stationery and materials

**10. Extenuating circumstances**

- 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
- 10.2 Extenuating circumstances must be applied for in writing to [theteam@britishgymnasticsfoundation.org](mailto:theteam@britishgymnasticsfoundation.org)
- 10.3 Extenuating Circumstances must be submitted to the relevant course organiser within 15 working days

**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 within 28 days prior to the allocated assessment date
- 11.2 **Deferrals for assessments are as described below:**
  - 11.2.1 A maximum of two deferrals for any assessments are permitted, where a learner is deemed not competent at the third assessment attempt, they will be required to repeat the course or receive mentoring.
- 11.3 In the event of deferral of the assessment a re-assessment fee may be payable

**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 Love to Move courses the registration period is 6 months.
- 12.2 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 British Gymnastics Foundation. It is the responsibility of the

learner to contact the course organiser as soon as possible with supporting evidence where applicable.

- 12.3 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.

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

- 13.1. The British Gymnastics Foundation 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 The British Gymnastics Foundation 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 The British Gymnastics Foundation 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 Foundation workforce. No fees will be refundable for any learner dismissed under this section.
- 13.4 The British Gymnastics Foundation reserves the right to dismiss any learner at any time for malpractice including cheating in assessments, assisting others to cheat or plagiarism. No fees will be refundable for any learner dismissed under this section.
- 13.5 All British Gymnastics Foundation courses and course materials are in English. Should the learner not speak English as a first language then the British Gymnastics Foundation 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. The British Gymnastics Foundation 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 the British Gymnastics Foundation of any specific requirements and/or learning needs in advance of the course (Giving a minimum of 14 days' notice before the first day of the course)
- 14.1.3 Comply with all reasonable requests of British Gymnastics Foundation staff and authorised contractors or agents
- 14.1.4 Behave in a manner, which does not cause injury or damage to other persons, in particular to the property of the British Gymnastics Foundation, 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 the British Gymnastics Foundation

- 14.1.5 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
- 14.1.6 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
- 14.1.7 Undertake to complete the course and the assessment within the appropriate registration period
- 14.1.8 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 the British Gymnastics Foundation and course venue.
- 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 or appeal a decision which has been made by British Gymnastics Foundation, this is covered under the British Gymnastics Foundation Complaints Policy, which includes the Appeals Procedure. This can be found on the British Gymnastics Foundation website [www.britishgymnasticsfoundation.org/policies](http://www.britishgymnasticsfoundation.org/policies). All complaints and appeals will be responded to in accordance with the complaints policy which includes the appeals procedure.