

# Sports Leaders UK Terms and Conditions for Centres

## 1.0 The Agreement

The agreement is between the British Sports Trust (trading as Sports Leaders UK) company number 04567192 and the Centre. These Terms and Conditions once agreed to enable a Centre to be accredited for delivering Sports Leaders UK qualifications. Sports Leaders UK will then regulate the Centre against these Terms and Conditions. The agreement consists of:

- These Terms and Conditions
- Sports Leaders UK **Minimum Spend Policy & Process** (£350 per academic year for each qualification centre)
- Sports Leaders UK **Centre Manual**
- Sports Leaders UK's **policies and procedures**
- qualification specifications
- quality assurance requirements

Any reference to 'Centre' refers to 'Accredited Assessment Centres (AACs)' and 'Professional Learning Centres (PLCs)' unless stated otherwise. In addition, for PLCs substitute 'learner(s)' with 'delegate(s)'.

## 2.0 Term

The agreement between Sports Leaders UK and the Centre shall start on the date the Centre agrees to these Terms and Conditions and shall continue in force until Sports Leaders UK terminates the agreement or the Centre withdraws from the agreement in accordance with this agreement

## 3.0 Obligations of the Centre

The Centre will:

- 3.1 Comply with all relevant laws (including without limitation data protection and health & safety), regulatory criteria and codes of practice
- 3.2 Agree to comply with current and any additional requirements from Sports Leaders UK as outlined in qualification specifications, Centre Manual and Sports Leaders UK's policies and procedures
- 3.3 Provide an appropriate and effective system and records for the management of all third party and sub-contracted services and ensure that all policies and requirements will apply to any sites affiliated to the Centre
- 3.4 Ensure the security of any assessment material in respect of storage and the handling process in line with the requirements of Sports Leaders UK

- 3.5 Take all reasonable steps to prevent the loss, theft of, or breach of confidentiality in, assessment materials and should such an incident occur then the Centre must immediately inform Sports Leaders UK
- 3.6 Take all reasonable steps to identify and minimise the risk of an occurrence of any incident of malpractice or maladministration and inform Sports Leaders UK within 5 working days of becoming aware of the incident
- 3.7 Agree to notify Sports Leaders UK in accordance with the Centre Withdrawal Policy and Procedure if the Centre wishes to withdraw from being an Accredited Assessment Centre and/or is unable to continue to offer accredited qualifications
- 3.8 Cooperate fully with Sports Leaders UK in cases where either the Centre or Sports Leaders UK decides it needs to withdraw the Centre from its role in delivering a qualification
- 3.9 Agree to inform Sports Leaders UK within 5 working days of any changes to the information given in the application. If the centre fails to do so, Sports Leaders UK reserves the right to terminate its approval by written notice to the centre, effective from the date stated in that notice
- 3.10 Take all reasonable steps to protect the interests of learners in the case of the accredited status of the Centre being withdrawn by Sports Leaders UK
- 3.11 Implement the requirements of any action plan within the agreed timescales and notify Sports Leaders UK when the plan is complete
- 3.12 Agree to take reasonable steps to promptly provide Sports Leaders UK and the qualifications regulators with access to premises, people and records, and to cooperate with Sports Leaders UK's monitoring activities including, but not limited to, providing access to any premises associated with the delivery of Sports Leaders UK qualifications
- 3.13 Understand and accept that whilst Sports Leaders UK has a regulatory responsibility to protect the interests of learners, the learners are recruited and registered by the Centre and not by Sports Leaders UK and therefore any services the learners receive, or fees they pay are the responsibility of the Centre

#### **4.0 Staff Resources**

The Centre will:

- 4.1 Appoint an individual to be the named point of contact for the purposes of any communications between the parties called the Centre Course Manager (CCM) who agrees to update Centre information and fulfil all the required duties stated in the Centre Manual
- 4.2 Appoint suitably trained and qualified personnel to undertake the delivery of the qualification. This includes meeting the tutor training/induction requirement and the dissemination of all regulatory information received from Sports Leaders UK through training or other mediums of communication. Please refer to the Centre Manual for more information.
- 4.3 Ensure all personnel comply with the requirements of the qualification specifications, Centre Manual and company policies

## 5.0 Qualification Delivery

The Centre will:

- 5.1 Ensure that it has sufficient managerial support and resources to enable it to effectively and efficiently undertake the delivery of the qualification as required by Sports Leaders UK
- 5.2 Agree to seek Sports Leaders UK's approval, if it wishes to deliver, or assess a Sports Leaders UK qualification in another language other than English
- 5.3 Ensure that appropriate arrangements are in place to confirm the identity of all learners enrolled at the Centre and with Sports Leaders UK to enable assessments to be conducted in accordance with the requirements of the qualification specification
- 5.4 Have appropriate internal quality assurance arrangements in place to ensure the effective and efficient delivery of the accredited qualifications it will offer underpinned by appropriate records in line with Sports Leaders UK's requirements
- 5.5 Ensure that assessments are undertaken by individuals that are independent to the learners
- 5.6 Have appropriate arrangements and agreements in place with any third parties who provide goods or services to the Centre which contribute to the delivery and/or assessment of the qualification(s)
- 5.7 Maintain all learner records and details of achievement in an accurate, timely and secure manner for a minimum of three years in line with the requirements of Sports Leaders UK and data protection legislation;
- 5.8 Be the data controller and Sports Leaders UK will be the data processor
- 5.9 Make the learner records together with any statutory additions or amendments available for quality assurance and auditing purposes
- 5.10 Guard against fraudulent or mistaken claims for registration and certification.
- 5.11 Have appropriate arrangements in place with any third parties who provide goods or services to the Centre which contribute to the delivery and/or assessment of the qualification(s)
- 5.12 Have appropriate administrative systems in place to track the progress of learners towards their target qualifications and ensure the validity of any claims for certification
- 5.13 Hold and transmit securely details of assessment outcomes to Sports Leaders UK.
- 5.14 Have effective communication arrangements in place to ensure that learners and staff are informed of the requirements for Sports Leaders UK's qualifications

## 6.0 Suspension

- 6.1 Sports Leaders UK may serve written notice to the Centre, as its sole discretion to suspend Centre accreditation in relation to the Centre itself and/or one or more of its multi delivery sites for a period of time that Sports Leaders UK deems appropriate in circumstances set out in the Centre Manual or if the Centre:
  - 6.1.1 Is in breach of any of the terms and conditions of this agreement
  - 6.1.2 Is subject to any allegations or findings of irregularities or malpractice in any of its activities as a Centre
  - 6.1.3 Is subject to an investigation by Sports Leaders UK into a serious complaint or material breach of any of the terms of this agreement

- 6.1.4 Has failed to remedy any actions or sanctions issued by Sports Leaders UK relating to Centre or qualification accreditation within the agreed timescales
- 6.1.5 Fails to pay any charges when due in accordance with clause 7.0, except where the charges are subject to a bona fide dispute
- 6.2 Upon suspension of Centre accreditation, Sports Leaders UK may:
  - 6.2.1 Withhold the issue of or access to resources and learner certificates
  - 6.2.2 Suspend processing of learner registrations and learner results and the Centre acknowledges that if Sports Leaders UK exercises its rights under this clause, Sports Leaders UK shall have no liability for any loss (whether direct or indirect) incurred by the Centre

## 7.0 Termination

- 7.1 Sports Leaders UK may terminate this agreement (and therefore Centre approval) for any reason by providing three months written notice to the Centre.
- 7.2 Sports Leaders UK may terminate this agreement (and therefore Centre approval) immediately on written notice if the Centre:
  - 7.2.1 Is in material or persistent breach of any of the terms or conditions of this agreement and, if capable of remedy, has failed to remedy the breach within 30 days of receiving a notice requiring it to do so, or within the period specified in the notice
  - 7.2.2 Has failed to implement an action plan imposed by Sports Leaders UK within agreed timescales
  - 7.2.3 Has a serious deficiency in the assessment process
  - 7.2.4 In the reasonable opinion of Sports Leaders UK, can no longer assure the appropriate level or quality of assessment provision
  - 7.2.5 Ceases or threatens to cease to trade; or becomes bankrupt or makes any arrangement or composition with its creditors; or goes into liquidation; or has a receiver or manager appointed over its business or any of the property or assets of the business
  - 7.2.6 Undergoes a change of control
  - 7.2.7 Its employees, management or contractors commit or have committed any act of dishonesty or engages or has engaged in any misconduct which in the reasonable opinion of Sports Leaders UK brings or has brought Sports Leaders UK into disrepute
  - 7.2.8 Has been subject to suspension to Centre Approval for more than three months
  - 7.2.9 Has not registered any learners with Sports Leaders UK for more than twelve months; or
  - 7.2.10 Is subject to any equivalent sanction placed on it by another Awarding Organisation
  - 7.2.11 Sports Leaders UK may terminate any Centre Approval by providing three months' written notice to the Centre or immediately on written notice for any reason set out in clause 7.2.3

## 8.0 Effects of Termination

- 8.1 Upon termination of this agreement (and therefore Centre Approval) for whatever reason the Centre shall:
  - 8.1.1 Provide to Sports Leaders UK as soon as reasonably practicable all information it reasonably requires (including names, addresses and contact details for learners such as email addresses and telephone numbers, as requested by Sports Leaders UK)
  - 8.1.2 Deliver to Sports Leaders UK, within fourteen days' of the request, the Centre Approval certificate and any databases, records and materials created, compiled and/or obtained by the Centre in connection with this agreement
  - 8.1.3 Pay to Sports Leaders UK all money due and outstanding to Sports Leaders UK under this agreement
  - 8.1.4 Comply with any requests by Sports Leaders UK that have the purpose of enabling learners to complete the course that they have started; and
  - 8.1.5 Cease to use the Trade Mark, name or any other logo of Sports Leaders UK
- 8.2 Any withdrawal or suspension of Centre Approval or termination of this agreement will also equate to withdrawal, suspension or termination of any other sites affiliated to the Centre unless otherwise agreed by Sports Leaders UK in writing.
- 8.3 Termination of this agreement (and therefore Centre Approval) for whatever reason shall be without prejudice to the accrued rights, remedies and obligations of either Sports Leaders UK or the Centre
- 8.4 This clause and clauses 11.0 and 12.6 shall survive the termination of this agreement for whatever reason.

## 9.0 Fees

- 9.1 Sports Leaders UK reserves the right to review the fees and shall inform Centres in writing of any changes.
- 9.2 The Centre understands that failure to pay Sports Leaders UK in accordance with the invoice and refund policy may result in services being suspended and/or Centre approval being terminated.
- 9.3 Any and all expenses, costs, and charges incurred by the Centre in the performance of its obligations under this agreement shall be paid by the Centre, including any costs or charges associated with the recovery of unpaid debts.
- 9.4 If the Centre fails to make any payment due to Sports Leaders UK under this agreement by the due date for payment, Sports Leaders UK reserve the right to carry out any actions outlined in 6.2 or 7.0.
- 9.5 The Centre acknowledges that if Sports Leaders UK exercises its rights under clause 6.2 or clause 7.0, Sports Leaders UK shall have no liability for any loss (whether direct or indirect) incurred by the Centre.
- 9.6 Every year, Sports Leaders UK will invoice the Centre the fees in accordance with the minimum spend process for the previous academic year.

- 9.7 If a Centre is not planning to deliver any qualifications (excluding PLC), they must inform Sports Leaders UK in writing and can either pay a maintenance fee or withdrawal fee in addition to any other outstanding charges (e.g. [Minimum spend](#) fee) in accordance with the [Centre Withdrawal Policy](#) and the [Maintained Centre Status policy and procedure](#).
- 9.8 The Centre will accept that each additional quality assurance intervention relating to non-compliance, a complaint, maladministration or malpractice will incur additional charges that are the responsibility of the Centre.
- 9.9 Cancellation of a quality assurance visit less than 24 hours before the agreed date will incur a fee to cover any expenses and administration fees.
- 9.10 Sports Leaders UK accepts no responsibility for financial disputes between Centres and learners.

## 10.0 International Centres

- 10.1 International Centre accreditation will be reviewed in accordance with current British Foreign and Commonwealth office guidelines for advice on safety and security
- 10.2 If the Centre is located outside of the UK, it will be required to cover the travelling, accommodation and subsistence costs incurred by Sports Leaders UK for any external quality assurance visits and postage costs for resources
- 10.3 For Centres operating outside the UK a visit or a virtual meeting will be required to establish agreement on local government and statutory requirements and to meet Sports Leaders UK Centre approval requirements
- 10.4 A Sports Leaders UK representative will complete all external quality assurance requirements using virtual meetings, unless the Centre requests a physical visit in accordance with clause 8.2 and 10.2
- 10.5 The Centre must confirm that it has insurance cover for a minimum of £5 million against public liability or similar liability arising from activities as a Centre. If based overseas and cannot meet this insurance requirement, the Centre confirms that it will meet its home country equivalent. All organisations outside of the UK that are not deemed a British base overseas must provide their own public liability insurance for each learner and evidence this to Sports Leaders UK using the Insurance Declaration Form

## 11.0 Logo Use and Communications

The Centre will:

- 11.1 Comply with all brand guidelines, style and consistency guidelines and any logo and brand use documentation as supplied by Sports Leaders UK
- 11.2 Not make any statements, advertisements or promotions in relation to the qualifications of Sports Leaders UK and associated partners that are likely to mislead learners and other users of the qualifications
- 11.3 Allow electronic communications regarding the management of the Centre and relevant qualification updates. The Centre will be able to opt out of any marketing or promotional communications from Sports Leaders UK



- 11.4 Not use the Sports Leaders UK logo or brand in a manner that dilutes its value, places Sports Leaders UK or its affiliates in a position of disrepute or causes confusion as to the relationship between the Centre and Sports Leaders UK. If Sports Leaders UK considers, in its sole discretion, that any of the Sports Leaders UK logos are being used in such a manner, the Centre, must immediately cease the use of the Sports Leaders UK Logos in the particular manner upon request.
- 11.5 Acknowledge and agree that it has no right, title or interest in the Sports Leaders UK brand other than expressly by these terms and conditions, and that all such right, title or interest in the Sports Leaders UK logos shall be owned exclusively by Sports Leaders UK.
- 11.6 Acknowledge and agree that nothing in these terms and conditions shall be construed as an assignment or grant of any right, title or interest in or to the Sports Leaders UK logos or in any copyright or trade mark of Sports Leaders UK save for the limited right granted under these terms and conditions.
- 11.7 Accept that Sports Leaders UK and the officers, directors, employees or agents of any of them, exclude, to the maximum extent permitted by law, all liability and responsibility for any amount or kind of loss or damage that may result to you or a third party, (including without limitation, any direct, indirect, punitive or consequential loss or damages, or any loss of income, profits, goodwill, data, contracts, use of money, or loss or damages) arising from or connected in any way to the download and/or use, inability to download and/or use or the results of the download and/or use of the Sports Leaders UK logos. This shall not affect your statutory rights or any liability, damage or remedy that cannot be excluded under applicable law.
- 11.8 Accept that Sports Leaders UK reserves the right to request you to immediately stop any use of the Sports Leaders UK logos if you fail to comply with any of these Terms and Conditions or for any other reason. Upon such request, you shall immediately stop your use of the Sports Leaders UK logos and immediately destroy all non-published copies of the Sports Leaders UK logos.

## 12.0 Intellectual Property

- 12.1 All rights (including ownership and copyright) in any specifications, instructions, Scheme of work, plans, or other material furnished to or made available to the Centres by Sports Leaders UK shall remain vested solely as Sports Leaders UK's and the Centre shall not without prior written consent of Sports Leaders UK use or disclose to a third party.

## 13.0 General

The Centre will:

- 13.1 Assist Sports Leaders UK in carrying out any reasonable monitoring and moderation activities and visits to the Centre and to assist the regulatory authorities should they carry out any investigations/monitoring activities in relation to the delivery of regulated qualifications or Sports Leaders UK activities

- 13.2 Notify Sports Leaders UK within 5 working days when it has cause to believe there has, or is likely to be, a major non-compliance with the documented procedures and requirements of Sports Leaders UK and/or associated regulatory requirements.
- 13.3 Accept that if the Centre is in breach of reasonable requirements specified by Sports Leaders UK and/or associated regulatory criteria that sanctions may be imposed in accordance with the Sports Leaders UK sanctions policy
- 13.4 Agree to notify Sports Leaders UK within 5 working days if the Centre or representatives are convicted of a criminal offence, or is held by a court or any professional, regulatory, or government body to have breached any provision of current laws, or becomes insolvent or subject to corporate financial restructuring or bankruptcy proceedings
- 13.5 Agree to notify Sports Leaders UK within 5 working days should a change of control occur in relation to the ownership of the Centre
- 13.6 Comply with the relevant data protection legislation and make it clear to learners what information will be passed to Sports Leaders UK, it is your obligation to pass on our [privacy policy](#) to your registered learners (if under 13 years old the Sports Leaders UK privacy policy information **must** be passed to their legal parent/guardian) within 1 month of learner registration with Sports Leaders UK
- 13.7 Confirm that it has insurance cover for a minimum of £5 million against public liability or similar liability arising from activities as a Centre (International Centres to comply with 8.5)
- 13.8 Accept that agreement with these Terms and Conditions forms a contract between the Centre and Sports Leaders UK and the terms specified in this agreement will be referred to where there is any dispute or disagreement relating to the role and responsibilities of the Centre
- 13.9 Accept that these terms and conditions are not exhaustive; Sports Leaders UK reserves the right to amend them at any time. Where we need to contact you concerning this Agreement or the management of your Centre, communication will be in writing and delivered by email to the registered Centre Course Manager

#### 14.0 Declaration

The Centre hereby warrants and undertakes to Sports Leaders UK that:

- 14.1 It is free to enter into this agreement and is not bound by, and not aware of, any circumstances which would prevent the Centre from complying with the terms and conditions
- 14.2 All information supplied by the Centre for the purposes of Centre accreditation is genuine and correct
- 14.3 It is in compliance and shall remain in compliance with all laws relevant to its status as a Centre of Sports Leaders UK
- 14.4 It shall perform its obligations under this agreement with due care, skill and diligence and ensure its personnel shall have the necessary professional capabilities, qualifications and experience, skills and expertise