



COACH EDUCATOR LICENCE AGREEMENT

This LICENCE AGREEMENT (the 'Licence Agreement') is made BETWEEN

British Canoeing whose principal place of business is at: **National Water Sports Centre, Adbolton Lane, Holme Pierrepont, Nottinghamshire NG12 2LU**

Hereafter referred to as the 'Delivery Centre'

AND

of

whose Home Nation Membership Number is

Hereafter referred to as 'Coach Educator',

Introduction

- i. This Licence Agreement and its Appendices A – E set out the conditions under which the Coach Educator is authorised by the Delivery Centre to deliver applicable BCU Awarding Coach Education Courses appropriate to the Coach Educator's level of authorisation.
- ii. Definitions in this Licence Agreement are set out in Appendix A of this Licence Agreement.
- iii. Where the Coach Educator holds the role of Training Director or Assessment Director, he/she is responsible for all aspects of Coach Education Courses for which authorisation has been granted.
- iv. Coach educator roles are not a right of membership of the Delivery Centre. The roles may be awarded under licence to those who meet the Qualifying Criteria and are subsequently selected by the Delivery Centre to hold such roles.
- v. Coach educator roles may be withdrawn by the delivery centre if the Coach Educator does not comply with the terms of this Licence Agreement.
- vi. This Licence Agreement permits the Coach Educator to run courses in any territory within the United Kingdom and Ireland, subject to authorisation for individual courses having been obtained in accordance with clause 3. For the avoidance of doubt, this Licence Agreement does not permit the Coach Educator to run courses outside of the United Kingdom and Ireland.
- vii. This Licence Agreement shall be governed by and interpreted in accordance with the laws of **England and Wales**. The parties also accept the jurisdiction of the courts of **England and Wales** such that any proceedings by the Coach Educator and/or against the Delivery Centre shall only be brought in the English courts (and the Coach Educator agrees not to argue that the courts of England and Wales are not an appropriate forum to hear and determine such proceedings). Notwithstanding the foregoing, (i) nothing in this

Agreement will prevent the Delivery Centre from taking proceedings against the Coach Educator in any other court of competent jurisdiction; and (ii) the taking of proceedings by the Delivery Centre in any one or more jurisdictions will not preclude the taking of proceedings in any other jurisdiction, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

- viii. The Coach Educator is responsible for fulfilling the requirements of BCU Awarding as outlined in the Course Guidance Notes and other relevant publications as may be published from time to time.
- ix. The relationship of the Coach Educator to the Delivery Centre will be that of a licensee only. Nothing in this Licence Agreement shall render him/her an employee, agent or partner of the Delivery Centre and the Coach Educator shall not hold himself out as such.
- x. Any documents referred to herein are available on request.
- xi. The Licence Agreement is solely for and personal to the named Coach Educator and is not transferable to third parties. The Coach Educator is not entitled to assign, novate, sub-licence, sub-contract and/or otherwise transfer the burden or benefit of this Licence Agreement. The Licence Agreement does not convey the benefits of the Licence Agreement to the employers, clients or customers of the Coach Educator and the Coach Educator must not portray this arrangement in any other form.
- xii. References to “include” and “including” are to be construed without limitation.
- xiii. The headings to clauses, paragraphs and appendices and other headings within this Licence Agreement and its Appendices are inserted for convenience only, have no legal effect and shall not effect the interpretation of this Licence Agreement.

1. Licence Agreement

- 1.1 Both the Delivery Centre and the Coach Educator agree to comply with the terms of this Licence Agreement.
- 1.2 Subject to the payment of the Licence Fee and observance of the terms of this Licence Agreement the Coach Educator is authorised, subject to clause 3 below by this Licence Agreement to:
 - 1.2.1. hold the role listed in their Delivery Centre record, as listed in clause 1.2A below; and
 - 1.2.2. deliver the BCU Awarding Coach Education Courses applicable to that role.

A: The Level of Authorisation under this Licence Agreement:

- | | | |
|--------------------------------|---------------|------------------|
| (a) Coach educator role/level: | Level 1 Tutor | Level 1 Director |
| | Level 2 Tutor | Level 2 Director |

- (b) The courses which the Course Educator are permitted to run by virtue of this Licence Agreement are as follows:
- Level 1 Certificate in Coaching Paddlesport
 - Level 2 Certificate in Coaching Paddlesport
- (c) The regulations applicable for each role/level and the obligations to be performed by the Coach Educator for his/her role/level as referred to in clause 1.2A are listed in the Appendix relevant for that role/level in Appendices B-E.

B: Duration of Agreement

- (a) The term of this Agreement is for a calendar period commencing on _____ and expiring on 31st December 2015 ("the Term").
- (b) It is noted and understood that the licence provided by this Licence Agreement to the Coach Educator is granted at the sole discretion of the Delivery Centre and will not be automatically renewed at the expiry of the Term.
- (c) The Coach Educator may apply for a new licence at the expiry of the Term; however consideration of this application for a new licence will be at the sole discretion of the Delivery Centre.

C: The Licence Fee Payable by the Coach Educator:

- (a) The Licence Fee is:
- £150 if the Coach Educator is a Training Director or Assessment Director; or
 - £75 if the Coach Educator is a Tutor or Assessor
- unless notified otherwise in writing by the Delivery Centre.
- (b) The Licence Fee is non-refundable and is payable to the Delivery Centre ahead of the first annual delivery.

2. General Roles

2.1 Applications by Candidates for the consideration of Accredited Prior Learning (APL) for exemptions from any prerequisites can only be dealt with via the British Canoeing APL procedures and as such the Coach Educator must direct Candidates to this procedure where appropriate.

2.2 The Coach Educator must be familiar with all relevant BCU Awarding and Delivery Centre Policies and their part in the procedures appertaining to the policy.

2.3 The Coach Educator is responsible for the health and safety and general welfare of all Coach Education Course staff and Candidates.

2.4 If the Coach Educator is working for a third party organisation either as an independent contractor to or as an employee of that third party to provide services then the Coach Educator is encouraged to recommend to the third party that the third party organisation is approved via the BCU Approved Paddlesport Provider scheme.

2.5 The Coach Educator will comply with any and all rules and regulations of British Canoeing.

2.6 The Coach Educator confirms that at the time of entering into this Licence Agreement he/she does meet the conditions laid out in the British Canoeing Standards of Physical Competency statements and shall continue to do so throughout the Term. If he/she fails to continue to meet such conditions he/she shall inform the Delivery Centre immediately.

3. Course Administration

3.1 The Training Director or Assessment Director should ensure that they have requested their Coach Education Course authorisation as per the current authorising process applicable at that time.

3.2 The Coach Educator explicitly agrees to obtain authorisation from the Delivery Centre for Courses they wish to run before running the course.

3.3 Only courses issued with a unique reference number will be deemed as authorised.

3.4 Authorisation for Coach Education Courses must normally be requested no less than 4 (four) weeks (or such other time as may be notified by the Delivery Centre) prior to the date on which the Coach Education Course is due to commence.

3.5 The Coach Educator shall inform the delivery centre immediately of any cancellation and or postponement of requested courses.

3.6 The appropriate BCU Awarding or Delivery Centre course schedule/administration procedure must be used to notify the Delivery Centre of the results of the Coach Education Course. The same procedure will apply if the course did not take place.

3.7 Once the Coach Education Course has taken place, the Training Director or Assessment Director should ensure that copies of relevant completed paperwork including confirmation that all Candidates signed the agreement for participation as referred to in Appendix B, paragraph (vii) and Appendix C, paragraph (vii) respectively and also assessment portfolios for all Candidates are forwarded to the Delivery Centre within 7 (seven) days along with the Course Administration Fee

3.8 If the Training Director or Assessment Director (without satisfactory explanation) on more than one occasion within the term of the contract fails to ensure that: the relevant paperwork (fully completed, showing the results for all Candidates), course administration fee (see Appendix A, Definition 1) and any other monies due, are forwarded to the Delivery Centre within the stipulated time period, he/she may be excluded from being a Coach Educator at the discretion of the Delivery Centre. An appeal of this decision can be made within the duration of the contract held and under the terms set out in the Delivery Centre Procedures.

3.9 The Training Director or Assessment Director is responsible for all booking arrangements with Candidates unless informed otherwise by the Delivery Centre. The Training Director or Assessment Director will comply with such different arrangements as the Delivery Centre requires from time to time.

4. Quality Assurance and standards

4.1 The Coach Educator will ensure that any Coach Education Course delivered by him/her complies with all of the current BCU Awarding quality standards.

4.2 It is the responsibility of the Coach Educator to ensure that he/she is fully aware of the most up-to-date quality standards.

4.3 The Coach Educator will permit, with appropriate notice each of: the Regulatory Body appointed by British Canoeing, the Delivery Centre and/or BCU Awarding and/or External and Internal Verifiers and/or any other relevant organisation (e.g. a College of Further Education) to gain access to relevant premises, people and records in order to monitor the quality of the Coach Education Course being delivered.

4.4 The Coach Educator will comply with all applicable laws.

5. Status

5.1 In order to maintain specific coach educator roles, the Coach Educator is required to complete the minimum delivery requirements and moderation as required from time to time by BCU Awarding and the Delivery Centre.

5.2 Failure to maintain such minimum delivery requirements and moderation standards will result in automatic loss of the relevant Coach Educator role.

5.3 If the Coach Educator fails to comply with the terms of this Licence Agreement or acts in any way which could bring BCU Awarding, the Delivery Centre, British Canoeing or the Coach Educator into disrepute, his/her coach educator status may be removed at the discretion of BCU Awarding or the Delivery Centre.

5.4 An appropriate level of Membership of the Delivery Centre must be maintained throughout the Term of this Licence Agreement.

6. Complaints

6.1 All complaints will be governed and managed in accordance with British Canoeing Coaching & Disciplinary Procedures from time to time in force.

6.2 In accordance with this procedure all complaints will be managed in the first instance by the Delivery Centre Manager as further set out in these procedures.

7. Role of Delivery Centre

7.1 The Delivery Centre agrees to provide the Coach Educator with the Course Guidance Notes relating to the content of Coach Education Courses and the delivery thereof by the Coach Educator.

8. Duration and termination

8.1 This Licence Agreement will continue for the duration of the Term unless it is terminated earlier in accordance with the terms of this Licence Agreement.

8.2 The Coach Educator may terminate this Licence Agreement at any time having provided the Delivery Centre with notice although such notice will (unless the Delivery Centre otherwise

agrees) only take effect from 2 (two) weeks after the delivery of any courses for which the Coach Educator has obtained authorisation prior to having provided such notice. No refunds of fees paid for the granting of this Licence Agreement will be made.

8.3 This Licence Agreement will terminate automatically if the Coach Educator loses coach educator status pursuant to clause 5 above.

8.4 Subject to clause 8.9, upon expiry or termination of this Licence Agreement, the Coach Educator will not be authorised to run any further Coach Education Courses until such time as he/she regains coach educator status via a new application. In order to do so the Coach Educator must apply to enter into a further Licence Agreement with the Delivery Centre. New Licence Agreements will be entered in to at on the sole discretion of the Delivery Centre and, if this is granted, it will be on the standard terms then issued by the Delivery Centre and payment of the appropriate fee.

8.5 This Agreement may be terminated by the Delivery Centre immediately if the Coach Educator:

- (i) becomes bankrupt; or
- (ii) is convicted of a criminal offence (other than a minor traffic offence).

The Coach Educator must inform the Delivery Centre immediately if he/she becomes bankrupt or is charged with a criminal offence during the term of this contract. The Delivery Centre may suspend the Coach Educator during any period between allegation, charge and the final outcome of the case.

8.6 The Delivery Centre may also terminate this Agreement if:

- (i) the Coach Educator has acted in breach of this Agreement, including for the avoidance of doubt, clause 2.5 or clause 2.6 above.
- (ii) the Coach Educator fails to continue to meet the Qualifying Criteria;
- (iii) the Delivery Centre is not satisfied with the quality of the Coach Educator's delivery of a Coach Education Course; or
- (iv) the Coach Educator does not maintain his membership of the Delivery Centre.

8.7 Where the Delivery Centre believes in the case of clause 5 and/or clause 8.6 that in its sole discretion that corrective action may be possible, the Delivery Centre in its sole discretion has the right to provide the Coach Educator with a remedy notice outlining its intention to terminate this Licence Agreement within 4 (four) weeks (or such other period as is in the Delivery Centre's opinion is reasonable in the circumstances) of the notice unless such corrective action is taken by the Coach Educator. The Delivery Centre may withdraw this notice of termination if it is satisfied that the Coach Educator has remedied any problem within such period.

8.8 Following expiry or termination of this Licence Agreement, the Coach Educator has no further automatic right or entitlement to deliver Coach Education Courses, subject to clauses 8.4 and 8.9 of this Licence Agreement.

8.9 Following the termination of this Licence Agreement or withdrawal of coach educator status pursuant to clause 8.3, clause 8.5 and/or clause 8.6, an individual may only seek to regain that status after the expiry of a 12 (twelve) month period from such termination. The decision on

whether to reinstate the coach educator status will be at the sole discretion of the Delivery Centre and the Coach Educator will be required to sign a further Licence Agreement with the Delivery Centre and pay the appropriate fee. Any further breach of that licence agreement may result in the permanent loss of coach educator status.

9. Indemnity

9.1 The Coach Educator agrees to indemnify the Delivery Centre against all or any costs or expenses incurred by the Delivery Centre as a result of the Coach Educator's actions or defaults in delivering Coach Education Courses under this Licence Agreement.

9.2 The Coach Educator accepts responsibility for ensuring that any personal information in his/her possession relating to Candidates, British Canoeing, BCU Awarding or the Delivery Centre remains confidential. The Coach Educator will also comply with the Data Protection Act 1998.

10. Copyright

10.1 All BCU Awarding and Delivery Centre resource materials and the content of any BCU Awarding Coach Education Course and all other documents referred to herein (collectively, "the Materials"), are the intellectual property of British Canoeing and copyright of British Canoeing and are for use on British Canoeing Coach Education Courses only.

10.2 Upon expiry or termination of this Licence Agreement, the Coach Educator shall immediately refrain from using all such Materials and the Coach Educator will confirm that he/she has not retained any or any copies of any such Materials.

11. Entire Agreement

11.1 This Licence Agreement constitutes the entire agreement between the parties relating to its subject matter and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to its subject matter.

12. Severance

12.1 If any court or competent authority finds that any provision of this Licence Agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Licence Agreement shall not be affected.

12.2 If any invalid, unenforceable or illegal provision of this Licence Agreement would be valid, enforceable and legal if some part of it were deleted, the parties shall negotiate in good faith to amend that provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the parties' original commercial intention.



13. Waiver

13.1 Failure or delay by either party in enforcing or partially enforcing any provision of this Licence Agreement will not be construed as a waiver of any of its rights under this Licence Agreement.

13.2 Any waiver by either party of any breach of, or any default under, any provision of this Licence Agreement by the other party will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of this Licence Agreement.

Both parties accept that the terms of this Licence Agreement between the Delivery Centre and the Coach Educator and agree to comply with the provisions hereunder.

Signed on behalf of the Delivery Centre by

(Signature)

(Print Name)

duly authorised to sign on its behalf

at

on

in the presence of this witness:-

(Signature)

(Print Name)

(Address)

.....

Signed on behalf of the Coach Educator

(Signature)

(Print Name)

At

On

in the presence of this witness:-

(Signature)

(Print Name)

(Address)

Appendix A:

Definitions

1. Administration Fee – that part of the Fee which shall be £50 for a level 1 or level 2 Coach Education Course (not Level 2 assessment)
2. Assessment Director - A person who is registered to manage the delivery of BCU Awarding Coach Assessment Courses. The Assessment Director is responsible for ensuring assessments are robust and validated as per the criteria defined at each level of assessment. An individual cannot be an Assessment Director for more than one course at the same time.
3. Assessor - Someone who is registered to support the assessment of BCU Awarding Coach Assessment Courses under the direction of an Assessment Director.
4. BCU – The British Canoe Union.
5. BCU Awarding - The independent awarding body responsible for the delivery of BCU Awarding Coach Education Courses.
6. Candidate – A person attending a Coach Education Course to obtain a qualification.
7. Coach Education Course - A Coach Training Course or a Coach Assessment Course leading to a British Canoeing qualification specifically:
 - a. Level 1 Certificate in Coaching Paddlesport
 - b. Level 2 Certificate in Coaching Paddlesport
9. Course Guidance Notes - Any notes or documents issued from time to time by BCU Awarding or the Delivery Centre in relation to each Coach Education Course. For example, this will include course guides, Tutor / Assessor notes, staffing requirements and ratios.
10. Delivery Centre - A centre approved by BCU Awarding to deliver Coach Education Courses.
11. External Verifier - The BCU Awarding person(s) responsible for the quality assurance of Coach Education Course delivery via approved Delivery Centres.
12. Internal Verifier - A person responsible via the delivery centre for the quality assurance of the delivery of Coach Education Courses by Coach Educators.
13. Licence Fee – the fee payable by the Coach Educator to the Delivery Centre pursuant to clause 1.C of the Licence Agreement
14. Qualifying Criteria – The criteria which must be satisfied in order to enter into this Agreement.
15. Regulatory Body – British Canoeing, the Delivery Centre or OFQUAL.
16. Training Director - A person who is registered to manage the delivery of BCU Awarding Coach Training Courses. The Training Director is responsible for delivering the content of the Coach Training Course as per the unit specification for that course.
17. Tutor - Someone who is registered to support the delivery of BCU Awarding Coach Training Courses under the direction of a Training Director.

Appendix B

Specific Role - Training Director

- (i) The Training Director undertakes to ensure that all Coach Training Courses delivered by him/her or under his/her supervision are run in accordance with the appropriate Course Guidance Notes, meet the requirements of the unit specification, the terms of this Licence Agreement, the BCU Awarding Rules, the Delivery Centre Rules and any other relevant regulations issued by British Canoeing or BCU Awarding from time to time.
- (ii) The Training Director must ensure that each Coach Training Course is run to the required staffing ratio requirements. He/she must be supported by other appropriately qualified and endorsed Tutors in accordance with the staffing ratios specified in the Course Guidance Notes.
- (iii) The Training Director is responsible for ensuring that all Candidates have met the registration requirements in advance as prescribed for each course in question.
- (iv) The Training Director must ensure that his/her Tutors are up to date in line with BCU Awarding coach educator practices and current policy, hold an appropriate licence and follow the Course Guidance Notes for Tutors at all times.
- (v) The Training Director is responsible for ensuring that all Coach Training Courses delivered by him/her or under his/her supervision have public liability insurance cover in place for a minimum indemnity of £10,000,000 (Ten Million Pounds) and will provide copies of such insurance upon request.
- (vi) The Training Director is also responsible for ensuring any and all employer liability responsibilities in relation to the employment of additional tutors for courses are also covered.
- (vii) The Training Director is responsible also for ensuring Candidates are fully debriefed and provided with appropriate developmental action planning and guidance.
- (viii) The Training Director must ensure that each candidate enters into an agreement with the Training Director for that Candidate's proposed Coach Educator Course prior to such candidate being accepted for and participating in such Course. The Training Director also acknowledges and agrees that the Delivery Centre, British Canoeing, the Regulatory Body appointed by British Canoeing, BCU Awarding, External Verifiers and Internal Verifiers, Tutors and Assessors and/or any other relevant organisation do not have any liability to any Candidate relating to the Coach Educator Course, except where such liability can not be excluded or restricted by law.
- (ix) It is the Training Director's responsibility to ensure that the agreement referred to in (vii) above sets out the terms and conditions relating to the participation in the Coach Education Course and all related matters including, for example, whether or not the Candidate gets a refund in the event of part or whole cancellation of a Coach Education Course.

- (x) The Training Director shall include in such agreement the following wording, “By accepting these terms and conditions, you agree that British Canoeing will not have any liability to you other than as expressly set out in law. Any other liability owed to you under these terms and conditions will be owed by the Training Director and not by British Canoeing.”
- (xi) The Training Director shall also include in such agreement the following wording “By accepting these terms and conditions, you agree that your personal details shall be passed to British Canoeing for all matters pertaining to Coach Education Courses.”
- (xii) The Training Director will provide to the Delivery Centre and/or British Canoeing a copy of such terms and conditions from time to time when so requested.

Appendix C:

Specific Role - Assessment Director

- (i) The Assessment Director undertakes to ensure that all assessments delivered by him/her or under his/her supervision are run in accordance with the appropriate Course Guidance Notes, meet the requirements of the unit specification, the terms of this Agreement, the BCU Awarding Rules, the Delivery Centre Rules and any other relevant regulations issued by British Canoeing or BCU Awarding from time to time.
- (ii) The Assessment Director must ensure that each Coach Assessment Course is run to the required staffing ratio requirements. He/she must be supported by other appropriately qualified and endorsed Assessors in accordance with the staffing ratios specified in the Course Guidance Notes.
- (iii) The Assessment Director is responsible for ensuring that all Candidates have met the registration requirements in advance as prescribed for each course in question.
- (iv) The Assessment Director must ensure that his/her Assessors are up to date in line with BCU Awarding coach educator practices and current policy, hold an appropriate licence and follow the Course Guidance Notes for Assessors at all times.
- (v) The Assessment Director is responsible for ensuring that all Coach Training Courses delivered by him/her or under his/her supervision have public liability insurance cover in place for a minimum indemnity of £10,000,000 (Ten Million Pounds) and will provide copies of such insurance upon request.
- (vi) The Assessment Director is responsible also for ensuring Candidates are fully debriefed and provided with appropriate developmental action planning and guidance.
- (vii) The Assessment Director must ensure that each candidate enters into an agreement with the Training Director for that Candidate's proposed Coach Educator Course prior to such candidate being accepted for and participating in such Course. The Assessment Director also acknowledges and agrees that the Delivery Centre, British Canoeing, the Regulatory Body appointed by British Canoeing, BCU Awarding, External Verifiers and Internal Verifiers, Tutors and Assessors and/or any other relevant organisation do not have any liability to any Candidate relating to the Coach Educator Course, except where such liability can not be excluded or restricted by law.
- (viii) It is the Assessment Director's responsibility to ensure that the agreement referred to in (vii) above sets out the terms and conditions relating to the participation in the Coach Education Course and all related matters including, for example, whether or not the Candidate gets a refund in the event of part or whole cancellation of a Coach Education Course.

- (ix) The Assessment Director shall include in such agreement the following wording, "By accepting these terms and conditions, you agree that British Canoeing will not have any liability to you other than as expressly set out in law. Any other liability owed to you under these terms and conditions will be owed by the Assessment Director and not by British Canoeing."
- (x) The Assessment Director shall also include in such agreement the following wording "By accepting these terms and conditions, you agree that your personal details shall be passed to British Canoeing for all matters pertaining to Coach Education Courses."
- (xi) The Assessment Director will provide to the Delivery Centre and/or British Canoeing a copy of such terms and conditions from time to time when so requested.

Appendix D:

Specific role – Tutor

The Tutor must support the delivery of BCU Awarding Coach Training Courses under the direction of a Training Director and must, therefore, follow all reasonable requirements and directions of the Training Director.

The Tutor must ensure that he/she is up to date in line with BCU Awarding coach educator practices and current policy and follows the Course Guidance Notes for Tutors at all times.

Appendix E:

Specific role – Assessor

The Assessor must support the delivery of BCU Awarding Coach Assessment Courses under the direction of an Assessment Director and must, therefore, follow all reasonable requirements and directions of the Assessment Director.

The Assessor must ensure that he/she is up to date in line with BCU Awarding coach educator practices and current policy and follows the Course Guidance Notes for Assessors at all times.