

## BRITISH CANOEING PROVIDER SERVICE AGREEMENT

**The Provider Service Agreement is for any British Canoeing or Home Nation Member that provides any qualifications and/or awards on behalf of their Delivery Centre (British Canoeing/Scottish Canoe Association/Canoe Wales or Canoe Association of Northern Ireland)**

**This PROVIDER SERVICE AGREEMENT (the 'Service Agreement') is made BETWEEN the Provider's Home Nation Delivery Centre**

Hereafter referred to as the 'Delivery Centre'

### **AND**

The British Canoeing Qualifications/Awards Provider

Hereafter referred to as 'Provider'

### **Recitals**

- i. This Service Agreement and its Appendices set out the conditions under which the Provider is authorised by the Delivery Centre to deliver applicable British Canoeing Courses appropriate to the Provider's level of authorisation.
- ii. Where the Provider holds the role of Director or Assessment Director, he/she is responsible for all aspects of Courses for which authorisation has been granted.
- iii. Provider roles are not a right of membership of the Delivery Centre. The roles may be awarded to those who meet the Qualifying Criteria and are subsequently selected by the Delivery Centre to hold such roles.
- iv. Provider roles may be withdrawn by the Delivery Centre if the Provider does not comply with the terms of this Service Agreement.
- v. This Service Agreement permits the Provider 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 4. For the avoidance of doubt, this Service Agreement does not permit the Coach Educator to run courses outside of the United Kingdom and Ireland. For courses to take place outside the United Kingdom and Ireland for non-UK residents and Coach Education courses an additional endorsement from British Canoeing is required and appropriate International procedures and policies adhered.
- vi. The Provider is responsible for fulfilling the requirements of British Canoeing as outlined in the Course Guidance Notes and other relevant publications as may be published from time to time.
- vii. The relationship of the Provider to the Delivery Centre will be that of a Service Agreement only. Nothing in this Service Agreement shall render him/her an employee, agent or partner of the Delivery Centre and the Provider shall not hold himself out as such.
- viii. Any documents referred to herein are available on request.
- ix. The Service Agreement is solely for, and personal to, the Provider and is not transferable to third parties. The Provider is not entitled to assign, novate, sub-licence, sub-contract and/or otherwise transfer the burden or benefit of this Service Agreement. The Service Agreement

does not convey the benefits of the Service Agreement to the employers, clients or customers of the Provider and the Provider must not portray this arrangement in any other form.

- x. References to “include” and “including” are to be construed without limitation.
- xi. The headings to clauses, paragraphs and appendices and other headings within this Service Agreement and its Appendices are inserted for convenience only, have no legal effect and shall not effect the interpretation of this Service Agreement.

## **1. Licence Agreement**

- 1.1. Both the Delivery Centre and the Provider agree to comply with the terms of this Service Agreement.
- 1.2. Subject to the Service Agreement and observance of the terms of this Service Agreement the Provider is authorised, subject to clause 4 below by this Service Agreement to:
  - 1.2.1. hold the role listed in their Delivery Centre record, as listed in clause 2.1 below; and
  - 1.2.2. deliver the British Canoeing Courses applicable to that role.

## **2. Duration of Agreement**

- 2.1 The term of this Agreement is for a calendar period commencing on 1<sup>st</sup> January and expiring on 31<sup>st</sup> December (“the Term”).
- 2.2 The Service Agreement will not be automatically renewed at the expiry of the Term, and a Provider will have to agree to a new Service Agreement annually.
- 2.3 The Provider may apply for a new Service Agreement at the expiry of the Term; however, consideration of this application for a new Service Agreement will be at the sole discretion of the Delivery Centre.

## **3. General Roles**

- 3.1. 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 Provider must direct Candidates to this procedure where appropriate.
- 3.2. The Provider must be familiar with all relevant British Canoeing Awarding and Delivery Centre Policies and their part in the procedures appertaining to the Policies.
- 3.3. The Provider is responsible for the health and safety and general welfare of all Course staff and Candidates.
- 3.4. If the Provider 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 Provider is encouraged to recommend to the third party that the third party organisation is approved via the British Canoeing Approved Paddlesport Provider Scheme.

- 3.5. The Provider will comply with any and all rules and regulations of British Canoeing as amended from time to time.
- 3.6. The Provider confirms that at the time of entering into this Service 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.
- 3.7. The provider shall be a fit and proper person to carry out their professional duties and at all times be of good reputation and character. Particular matters of concern might include: being unfit to carry out your professional duties from use or abuse of Alcohol, drugs or medication, fatigue, conviction of a criminal offence, unethical or improper behaviour towards course staff or Candidates.
- 3.8. The Provider will at no time use British Canoeing systems, procedures or policies for any other purpose other than those specified in this Service Agreement.
- 3.9. The Provider will at no time publicise British Canoeing material which is open to the public forum in any way without first consulting with British Canoeing.

#### **4. Course Administration**

- 4.1. The Provider should ensure that they have requested Course authorisation, if applicable, as per the current authorising process applicable at that time.
- 4.2. The Provider explicitly agrees to obtain authorisation from the Delivery Centre for courses they wish to run before running the course.
- 4.3. Only those courses issued with a unique reference number will be deemed as authorised, if applicable for the type of course being delivered.
- 4.4. Authorisation for Coach Education Courses must normally be requested no less than 4 (four) weeks and Leadership and Safety Courses no less than 2 (two) weeks (or such other time as may be notified by the Delivery Centre) prior to the date on which the Course is due to commence.
- 4.5. The Provider shall inform the Delivery Centre immediately of any cancellation and/or postponement of requested courses.
- 4.6. The appropriate British Canoeing Awarding or Delivery Centre course schedule/administration procedure must be used to notify the Delivery Centre of the results of the course. The same procedure will apply if the course did not take place.
- 4.7. Once the course has taken place, the Provider should ensure that copies of relevant completed paperwork are forwarded to the Delivery Centre within 7 (seven) days along with the course administration fee.
- 4.8. If the Provider (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 and any other monies due, are forwarded to the Delivery Centre within the stipulated time period, he/she may be excluded from being a Provider 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.

- 4.9. The Provider is responsible for all booking arrangements with Candidates unless informed otherwise by the Delivery Centre. The Provider will comply with such different arrangements as the Delivery Centre requires from time to time.
- 4.10. The Provider is responsible for ensuring that personal Data collected to aid them in planning and delivery of a course is managed in accordance with the Data Protection Act 1998 and (from the 25th May 2018) The EU General Data Protection Regulation 2018.
  - 4.10.1 Provider must ensure that they have sufficient 'consent' to obtain, process, store, use and dispose of Data collected.
  - 4.10.2 Providers must ensure data is used fairly, lawfully and for the specifically stated purpose.
  - 4.10.3 Providers must ensure data is stored safely, securely and for no longer than is absolutely necessary.
- 4.11. The Provider hereby consents to their own contact details being shared with the Delivery Centre, the Delivery Centre's employees, and the general public for such administrative purposes as the Delivery Centre deems necessary for the operation of this Service Agreement. Such administrative purposes may include, but are not limited to; general enquiries, course booking enquiries, course promotion and course Candidate queries.

## **5. Quality Assurance, Internal Verification and Standards**

- 5.1. The Provider will ensure that any British Canoeing Course delivered by him/her complies with all of the current British Canoeing standards.
- 5.2. It is the responsibility of the Provider to ensure that he/she is fully aware of the most up-to-date standards stated on the British Canoeing website.
- 5.3. The Provider will permit, with appropriate notice, each of: the Regulatory Body appointed by British Canoeing, the Delivery Centre and/or British Canoeing 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 internally verify the Coach Education Course being delivered.
- 5.4. The Provider will comply with all applicable laws.
- 5.5. It is the responsibility of the provider to ensure that venues (land and water based) are safe and suitable both as a positive learning/ assessment environment and meet the requirements as described in course guidance notes and terms of reference.

- 5.6. It is the responsibility of the provider to ensure that candidates have a clear understanding of the course outcome, next steps for their development and this should include a detailed written action plan.

## **6. Status**

- 6.1. In order to maintain specific provider roles, the Provider is required to complete the minimum delivery requirements and moderation as required from time to time by British Canoeing Awarding and the Delivery Centre.
- 6.2. Failure to maintain such minimum delivery requirements and moderation standards will result in automatic loss of the relevant Provider role.
- 6.3. If the Provider fails to comply with the terms of this Service Agreement or acts in any way which could bring British Canoeing Awarding, the Delivery Centre, British Canoeing or the Provider into disrepute, his/her Provider status may be removed at the discretion of British Canoeing Awarding or the Delivery Centre.
- 6.4. An appropriate level of Membership of the Delivery Centre must be maintained throughout the Term of this Service Agreement.

## **7. Complaints**

- 7.1. All complaints will be governed and managed in accordance with British Canoeing Disciplinary Procedures in force as amended from time to time.
- 7.2. In accordance with this procedure, all complaints will be managed in the first instance by the Delivery Centre Manager as further set out in the Delivery Centre procedures.

## **8. Role of Delivery Centre**

- 8.1. The Delivery Centre agrees to provide the Provider with Course Guidance Notes relating to the content of Courses and the delivery thereof by the Provider.

## **9. Duration and Termination**

- 9.1. This Service Agreement will continue for the duration of the Term unless it is terminated earlier in accordance with the terms of this Service Agreement.
- 9.2. The Provider may terminate this Service Agreement at any time having provided the Delivery Centre with four weeks 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 Provider has obtained authorisation prior to having provided such notice. No refunds of fees paid for the granting of this Service Agreement will be made.
- 9.3. This Service Agreement will terminate automatically if the Provider loses Provider status pursuant to clause 6 above.

- 9.4. Subject to clause 9.9, upon expiry or termination of this Service Agreement, the Provider will not be authorised to run any further Courses until such time as he/she regains Provider status via a new application. In order to do so the Provider must apply to enter into a further Service Agreement with the Delivery Centre. New Service Agreements will be entered into at 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.
- 9.5. This Agreement may be terminated by the Delivery Centre immediately if the Provider:
- i. becomes bankrupt; or
  - ii. is convicted of a criminal offence (other than a minor traffic offence).
- 9.6. The Provider 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 Provider during any period between allegation, charge and the final outcome of the case.
- 9.7. The Delivery Centre may also terminate this Agreement if:
- i. the Provider has acted in breach of this Agreement, including for the avoidance of doubt, clause 3.5 or clause 3.6 above.
  - ii. the Provider fails to continue to meet the Qualifying Criteria;
  - iii. the Delivery Centre is not satisfied with the quality of the Provider's delivery of a Course; or
  - iv. the Provider does not maintain his membership of the Delivery Centre in breach of clause 6.4.
- 9.8. Where the Delivery Centre believes in the case of clause 6 and/or clause 9.7 that in its sole discretion that corrective action may be possible, the Delivery Centre in its sole discretion has the right to provide the Provider with a remedy notice outlining its intention to terminate this Service Agreement within 4 (four) weeks (or such other period as is in the Delivery Centre's opinion reasonable in the circumstances) of the notice unless such corrective action is taken by the Provider. The Delivery Centre may withdraw this notice of termination if it is satisfied that the Provider has remedied any problem within such period.
- 9.9. Following expiry or termination of this Service Agreement, the Provider has no further automatic right or entitlement to deliver British Canoeing Courses, subject to clauses 9.4 and 9.10 of this Service Agreement.
- 9.10. Following the termination of this Service Agreement or withdrawal of Provider status pursuant to clause 9.3, clause 9.5 and/or clause 9.7, 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 Provider status will be at the sole discretion of the Delivery Centre and the Provider will be required to agree to a further Service Agreement with the Delivery Centre and pay the appropriate fee. Any further breach of that Service Agreement may result in the permanent loss of Provider status.

## **10. Indemnity**

- 10.1. The Provider agrees to indemnify the Delivery Centre against all or any costs or expenses incurred by the Delivery Centre as a result of the Provider's actions or defaults in delivering Courses under this Service Agreement.
- 10.2. The Provider accepts responsibility for ensuring that any personal information in his/her possession relating to Candidates, British Canoeing, British Canoeing Awarding or the Delivery Centre remains confidential. The Provider will also comply with the Data Protection Act 1998.

## **11. Copyright and Trademarks**

- 11.1. All British Canoeing Awarding and Delivery Centre resource materials and the content of any British Canoeing Course and all other documents referred to herein (collectively, "the Materials"), are the intellectual property of British Canoeing and British Canoeing grants use of such copyright strictly for use on British Canoeing Courses only and such materials may not be reproduced or copied for any other purpose.
- 11.2. Upon expiry or termination of this Service Agreement, the Provider shall immediately refrain from using all such Materials and the Provider will confirm that he/she has not retained any or any copies of any such Materials.
- 11.3. The Provider may use the British Canoeing trademarks strictly for the purposes of promotion of British Canoeing Courses, any other use or reproduction of British Canoeing trademarks will only be permitted with prior written authorisation.

## **12. Entire Agreement**

- 12.1. This Service 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.

## **13. Severance**

- 13.1. If any Court or competent authority finds that any provision of this Service 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 Service Agreement shall not be affected.
- 13.2. If any invalid, unenforceable or illegal provision of this Service 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.

## 14. Waiver

- 14.1. Failure or delay by either party in enforcing or partially enforcing any provision of this Service Agreement will not be construed as a waiver of any of its rights under this Service Agreement.
- 14.2. Any waiver by either party of any breach of, or any default under, any provision of this Service 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 Service Agreement.
- 14.3. This Service 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 Provider and/or against the Delivery Centre shall only be brought in the English Courts (and the Provider 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 Provider 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.

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