

# LEADERSHIP PROVIDER 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, Nottingham NG12 2LU.

Hereafter referred to as the 'Delivery Centre'

**AND**

whose Membership Number is

Hereafter referred to as 'Licensee',

## Introduction

- i. This Licence Agreement and its Appendices A–D set out the conditions under which the Licensee is authorised by the Delivery Centre to deliver applicable Courses appropriate to the Licensee's level of authorisation.
- ii. Definitions in this Licence Agreement are set out in Appendix A of this Licence Agreement.
- iii. Where the Licensee holds the role of Leadership Provider, he/she is responsible for all aspects of the Courses for which authorisation has been granted.
- iv. Leadership Provider 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- v. Leadership Provider roles may be withdrawn by the delivery centre if the Licensee does not comply with the terms of this Licence Agreement.
- vi. This Licence Agreement permits the Licensee 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 Licensee 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 Licensee and/or against the Delivery Centre shall only be brought in the English courts (and the Licensee 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 Licensee 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 Licensee is responsible for fulfilling the requirements of British Canoeing, or the Delivery Centre as outlined in the Course Guidance Notes and other relevant publications as may be published from time to time.
- ix. The relationship of the Licensee 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 Licensee 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 Licensee and is not transferable to third parties. The Licensee 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 Licensee and the Licensee 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 Licensee agree to comply with the terms of this Licence Agreement.
- 1.2 Subject to observance of the terms of this Licence Agreement the Licensee is authorised, subject to clause 3 below by this Licence Agreement to:
  - 1.2.1. hold the role/s listed in their Delivery Centre record, as listed in clause 1.2Aa below; and
  - 1.2.2. deliver the Courses applicable to the role/s.

**A: The Level of Authorisation under this Licence Agreement:**

(a) Leadership Provider role/level:

- |                             |  |  |
|-----------------------------|--|--|
| a. Leader Provider          | <input type="checkbox"/> White Water Kayak | <input type="checkbox"/> White Water OC1 |
|                             | <input type="checkbox"/> Open Canoe        | <input type="checkbox"/> Sea             |
|                             | <input type="checkbox"/> Surf              | <input type="checkbox"/> Touring         |
|                             | <input type="checkbox"/> Freestyle Canoe   | <input type="checkbox"/> Freestyle Kayak |
| b. Advanced Leader Provider | <input type="checkbox"/> White Water Kayak | <input type="checkbox"/> White Water OC1 |
|                             | <input type="checkbox"/> Open Canoe        | <input type="checkbox"/> Sea             |
|                             | <input type="checkbox"/> Surf              |  |

(b) The courses which the Licensee are permitted to run by virtue of this Licence Agreement are as follows:

a. Leader Training and Assessment <as indicated above>

b. Advanced Leader Training and Assessment <as indicated above>

(c) The regulations applicable for each role/level and the obligations to be performed by the Licensee 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-D.

**B: Duration of Agreement**

- (a) The term of this Agreement is for a calendar period commencing on <            > expiring on 31/12/2017 ("the Term").
- (b) It is noted and understood that the licence provided by this Licence Agreement to the Licensee is granted at the sole discretion of the Delivery Centre and will not be automatically renewed at the expiry of the Term.
- (c) The Licensee 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.

**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 Licensee must direct Candidates to this procedure where appropriate.

2.2. The Licensee must be familiar with all relevant British Canoeing and Delivery Centre Policies and their part in the procedures appertaining to the policy.

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

2.4. If the Licensee 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 Licensee is encouraged to

recommend to the third party that the third party organisation is approved via the British Canoeing Approved Paddlesport Provider scheme.

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

2.6. The Licensee 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 Licensee should ensure that they have requested their Course authorisation as per the current authorising process applicable at that time.

3.2. The Licensee 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 Courses must normally be requested 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.

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

3.6. The appropriate British Canoeing 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.

3.7. Once the Course has taken place, the Licensee 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 associated paperwork for all successful Candidates are forwarded to the Delivery Centre within 7 (seven) days along with the Course Certification Fee if applicable.

3.8. If the Course 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), and any other monies due, are forwarded to the Delivery Centre within the stipulated time period, he/she may be excluded from being a Licensee 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 Licensee is responsible for all booking arrangements with Candidates unless informed otherwise by the Delivery Centre. The Licensee will comply with such different arrangements as the Delivery Centre requires from time to time.

### **4. Quality Assurance and standards**

4.1. The Licensee will ensure that any Course delivered by him/her complies with all of the current British Canoeing and Delivery Centre quality standards.

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

4.3. The Licensee will permit, with appropriate notice each of: the Regulatory Body appointed by British Canoeing, the Delivery Centre and/or British Canoeing and/or Quality Assurance officers 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 Course being delivered.

4.4. The Licensee will comply with all applicable laws.

## **5. Status**

5.1. In order to maintain specific Licensee roles, the Licensee is required to complete the minimum delivery requirements and moderation as required from time to time by British Canoeing, British Canoeing and the Delivery Centre.

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

5.3. If the Licensee fails to comply with the terms of this Licence Agreement or acts in any way which could bring British Canoeing, the Delivery Centre, or the Licensee into disrepute, his/her Licensee status may be removed at the discretion of British Canoeing 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 the British Canoeing/SCA/CANI/CW 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 Licensee with the Course Guidance Notes relating to the content of Courses and the delivery thereof by the Licensee.

## **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 Licensee 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 Licensee has obtained authorisation prior to having provided such notice

8.3 This Licence Agreement will terminate automatically if the Licensee loses Licensee status pursuant to clause 5 above.

8.4. Subject to clause 8.9, upon expiry or termination of this Licence Agreement, the Licensee will not be authorised to run any further Courses until such time as he/she regains Licensee status via a new application. In order to do so the Licensee must apply to enter into a further Licence Agreement with the Delivery Centre. New Licence Agreements will be entered in to 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 Licensee:

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

The Licensee 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 Licensee 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 Licensee has acted in breach of this Agreement, including for the avoidance of doubt, clause 2.5 or clause 2.6 above.
- (ii) the Licensee fails to continue to meet the Qualifying Criteria;
- (iii) the Delivery Centre is not satisfied with the quality of the Licensee's delivery of a Course; or
- (iv) the Licensee 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 Licensee 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 Licensee. The Delivery Centre may withdraw this notice of termination if it is satisfied that the Licensee has remedied any problem within such period.

8.8. Following expiry or termination of this Licence Agreement, the Licensee has no further automatic right or entitlement to deliver 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 Licensee 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 Licensee status will be at the sole discretion of the Delivery Centre and the Licensee 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 Licensee status.

## **9. Indemnity**

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

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

## **10. Copyright**

10.1. All British Canoeing 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 copyright of British Canoeing and are for use on British Canoeing Courses only.

10.2. Upon expiry or termination of this Licence Agreement, the Licensee shall immediately refrain from using all such Materials and the Licensee 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 Licensee and agree to comply with the provisions hereunder.

#### Signed by the Licensee

X

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Licensee

Date .....

#### Signed on behalf of the Delivery Centre by

X

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Delivery Centre

Date .....



## Appendix A

### Definitions

1. Course Director - A person who is registered to manage the delivery of Leadership Courses. The Course Director is responsible for ensuring Courses are robust and validated as per the criteria defined at each level. An individual cannot be a Course Director for more than one course at the same time.
2. Assessor - Someone who is registered to support Leadership Assessment Courses under the direction of a Course Director.
3. Candidate – A person attending a Course to obtain a qualification or complete training.
4. Leadership Course - A Training Course or an Assessment Course leading to a Leadership qualification.
5. Course Guidance Notes - Any notes or documents issued from time to time by British Canoeing or a delivery centre in relation to each leadership course. For example, this will include course syllabi, Tutor / Assessor notes, staffing requirements and ratios.
6. Delivery Centre - A centre approved by British Canoeing to deliver Leadership Courses.
7. Quality Assurance Officer - A person responsible via the delivery centre for the quality assurance of the delivery of Leadership Courses by Licensees.
8. Qualifying Criteria – The criteria which must be satisfied in order to enter into this Agreement.
9. Regulatory Body – British Canoeing.
10. Courses – British Canoeing leadership training and/or assessment courses

## Appendix B

### Specific Role - Course Director

- (i) The Course Director undertakes to ensure that all Leadership 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 course syllabus, the terms of this Licence Agreement, the British Canoeing Rules, the Delivery Centre Rules and any other relevant regulations issued by British Canoeing from time to time.
- (ii) The Course 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 Notes.
- (iii) The Course Director is responsible for ensuring that all Candidates have met the registration requirements in advance as prescribed for each course in question.
- (iv) The Course Director must ensure that his/her Assessors are up to date in line with British Canoeing Licensee practices and current policy, hold an appropriate licence and follow the Course Syllabus at all times.
- (v) The Course Director is responsible for ensuring that all Leadership 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 Course Director is also responsible for ensuring any and all employer liability responsibilities in relation to the employment of additional assessors for courses are also covered.
- (vii) The Course Director is responsible also for ensuring Candidates are fully debriefed and provided with appropriate developmental action planning and guidance.
- (viii) The Course Director must ensure that each candidate enters into an agreement with the Course Director for that Candidate's proposed Licensee Course prior to such candidate being accepted for and participating in such Course. The Course Director also acknowledges and agrees that the Delivery Centre, British Canoeing, the Regulatory Body appointed by British Canoeing, Quality Assurance Officers, Course Directors and Assessors and/or any other relevant organisation do not have any liability to any Candidate relating to the Licensee Course, except where such liability can not be excluded or restricted by law.
- (ix) It is the Course 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 Leadership 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 Course.

- (ix) The Course Director shall include in such agreement the following wording, “By accepting these terms and conditions, you agree that neither Scottish Canoe Association nor the British Canoeing will 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 Course Director and not by Scottish Canoe Association or British Canoeing.”
- (x) The Course 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 the Scottish Canoe Association and/or British Canoeing for all matters pertaining to Courses.”
- (xi) The Course 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 – Assessor**

- (i) The Assessor must support the delivery of British Canoeing Leadership Courses under the direction of a Course Director and must, therefore, follow all reasonable requirements and directions of the Course Director.
- (ii) The Assessor must ensure that he/she is up to date in line with British Canoeing Licensee practices and current policy and follows the Course Syllabus Notes for Assessors at all times.