

Coach & Judge Education Terms & Conditions

Please read these Terms & Conditions (T&C) carefully as candidate application to a Course with Scottish Gymnastics will be deemed as acceptance of them. We suggest our candidates print a copy of the T&C for future reference. If you have any questions or require clarification of the content please contact the Coach Education Team on 0131 271 9750.

These T&C will apply to all courses organised and delivered by Scottish Gymnastics Education Team of Caledonia House, 1 Redheughs Rigg, South Gyle, Edinburgh, EH12 9DQ.

Definitions

Assessment: practical or theoretical examination, which forms part of the course

Course: the course or programme of study to be undertaken by the student

Fees: all fees owing to SG pursuant to these conditions including without limit all tuition, course material charges, examination and registration fees

Sponsor: any employer / third party who have agreed with the candidate and/or SG to pay the fees (or part of them)

Candidate: Coach, Teacher, Gymnasts, or other person whose application on the course is accepted by SG

1. Insurance and Liability

SG has arranged liability insurance to provide indemnity to affiliated candidates in respect of their activities whilst coaching. This insurance does not provide any indemnity to any candidate who is not directly affiliated to SG i.e. does not have the appropriate level of membership. It is the responsibility of any non-affiliated candidate to ensure that they have independently arranged appropriate insurance to cover themselves whilst participating in a Course; this should be for the full duration of the Course i.e. cover taught sessions, mentoring and assessments. Candidates who are not affiliated to SG may be asked to provide proof of adequate cover and failure to do so may result in the candidate being dismissed from the Course. No Fees will be refundable for any candidate dismissed under this section.

SG shall not be liable and expressly excludes responsibility for any loss, cost, expense or damage to personal belongings suffered by the candidate whilst on a Course, or for any death or personal injury suffered by the candidate unless caused by SG's proven negligence or breach of statutory duty.

2. Cancellation of Courses by SG

SG reserves the right to cancel or reschedule Courses at their discretion if, in the opinion of SG, there are insufficient candidates enrolled. In such cases candidates shall be offered a refund of the fees paid or a transfer to an alternative Course.

In such cases SG's liability shall be restricted to reimbursement of any fees paid to them. In the event of a cancellation for a reason outside the control of SG, SG shall be under no obligation to provide any reimbursement. In the event of any reimbursement being made it shall be a gratuitous payment made without obligation or liability.

3. Contract and Cooling Off Period

Upon application to a Course organised and delivered by SG, candidates acknowledge their understanding of and acceptance of the T&C and enter into a legally binding contract with SG.

Once an application has been made a candidate is liable for the fee regardless of whether they later decide to withdraw voluntarily from the Course.

If a candidate cannot attend their chosen Course, notice of cancellation must be received by SG, in writing, whereupon a refund of Fees will be given in accordance with the cancellation charges outlined below. If written notice of cancellation is not received the candidate will be liable for the payment of all Fees.

Cancellation charges:

- 30 -14 days before days prior to the Course start date – **no charge**
- 14- 7 days prior to the Course start date – **50% of the Course Fee**
- Less than 7 days prior to the Course start date – **100% of the Course Fee**
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No refunds of fees will be permitted once the learner has started the course for any reason.

Learners who cancel at any time due to illness or injury must provide a medical certificate to receive a full refund or transfer to another course.

Any reimbursement approved by SG will, wherever possible, be made within 30 days of the date of receipt of the application for such reimbursement.

All cancellations must be made in writing to Scottish Gymnastics Education Team, Caledonia House, 1 Redheughs Rigg, South Gyle, Edinburgh, EH12 9DQ.

4. Copyright and Intellectual Property

The copyright in all material provided by SG shall (unless expressly stated or otherwise) remain vested in British Gymnastics and may not be reproduced without British Gymnastics' specific written consent.

All intellectual property rights derived from any work created by a candidate during or as part of a Course shall and hereby vest in British Gymnastics.

5. Data Protection and Personal Data

SG will not disclose information about candidates to any third party except appropriate education partners and authorities e.g. SQA.

Upon application to a Course, candidates are consenting to SG collecting and processing information that may, because of its nature, be classified as Sensitive Personal Data. This data is used for administrative, health, safety and welfare reasons and as such, any candidate not wishing to provide the information as required on the application form will not be accepted onto a Course.

SG makes every effort to keep candidates personal information secure and accurate. To assist with this candidates are expected to keep SG informed of any changes of address, contact details and/or relevant personal circumstances.

6. Eligibility

Candidates must be at least 16 years old to study a UKCC / Judging Course with SG.

Candidates must be at least 14 years old to attend a Learn to Coach course with SG.

Candidates must be able to provide proof of eligibility to reside and/or study within the UK in order to study a Course with SG.

Candidates must be able to evidence that they meet any pre-requisite entry requirements and qualifications.

7. Equal Opportunities

SG is committed to promoting equality of opportunity for all its candidates to ensure that no-one is discriminated against on the grounds of age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex or sexual orientation.

8. Payment Terms

All Fees are due at time of booking. For UKCC Level 1 and 2 and Level 3 courses, payment should be made through the British Gymnastics online system. Places will not be confirmed without payment; full payment must be made at the time of booking.

Candidates who are not members or have the incorrect level of membership at the time of booking will be charged the non-member fee. The difference will only be refunded if this is resolved before the start date of the course. Fee reductions will only apply to Courses where indicated on the SG website and where the candidate meets the criteria as laid down and evidence must be provided upon request e.g. SG affiliation.

The candidate shall be responsible for the payment of the Fees even if a Sponsor has agreed to pay the Fees. It is the responsibility of the candidate to ensure that the Sponsor pays the Fees. For the avoidance of doubt, in the event that a Sponsor fails to pay the Fees as may have been agreed between the Sponsor and the candidate, the candidate will remain solely responsible for payment.

SG reserves the right not to accept applications from candidates where fees or other costs from previous Courses remain outstanding until such time as all outstanding fees or other outstanding costs are paid.

Where successful completion of a Course results in the award of a certificate, SG reserves the right to withhold the issue of certificates where fees or other monies are due to SG. In addition, SG reserves the right to terminate a candidate's right to continue on a Course where fees are outstanding and where any agreed instalment payment defaults.

SG may take legal action for the recovery of monies due and in such circumstances SG reserves the right to recover the cost of such action in addition to the outstanding monies.

Where a candidate fails to attend an assessment, which forms part of the Course, a charge will be made for any further assessment/s.

All prices in respect of Course fees are correct at time of going to press. In the event of an increase candidates will be notified accordingly and those not wishing to pursue Courses at the increased fee must notify SG in writing, within seven days of receiving notice of the increase and SG shall reimburse all monies already paid.

Candidates must satisfy themselves that the particular Course they have chosen meets their requirements before commencing on the Course.

Course fees include:

- *Administration cost*
- *Certificates of attendance and/or award (as applicable) upon completion*
- *Study/resource materials*

Course fees do not include:

- *Insurance*
- *Travel expenses*
- *Replacements log books, certificates or study/resource materials*
- *Re-examination fess*
- *Stationery and materials*

9. Rights & Obligations of SG

SG shall use its reasonable endeavours to provide the candidate with an education service which may, where appropriate, include a programme of study; classes, tutorials and relevant learning support intended to prepare the Student for examinations and qualifications.

SG reserves the right to make alterations to Courses, Assessments, tutors, assessors, fees or venues without prior notice provided such alterations shall not substantially affect the Course content or qualification and such alterations shall, at best, only entitle the participant to reimbursement of any Course fees paid.

SG reserves the right to dismiss any candidate at any time for behaviour, which is deemed to be unprofessional, inappropriate or disruptive to other candidates. No Fees will be refundable for any candidate dismissed under this section.

SG reserves the right to dismiss any candidate at any time for cheating in Assessments, assisting others to cheat, falsification of Log Books and plagiarism. No Fees will be refundable for any candidate dismissed under this section.

10. Rights & Obligations of the Candidate

Candidates shall meet and comply with the requirements and/or standards set out in these T&C, and SG reserves the right to suspend and/or exclude (at its discretion) any candidate failing to meet such standards and/or requirements, including:

- Comply with all reasonable requests of SG staff and authorised contractors or agents
- Behave in a manner, which does not cause injury or damage to other persons, in particular to the property of SG, its staff, candidates or visitors and does not impede or prevent the provision of the Course or any other Course or otherwise harm the standing and reputation of SG
- Comply with such special requirements for a Course as may be imposed by law or other applicable third party. For clarification such specialised requirements may include criminal checks, health/medical checks or other conditions of conduct
- Attend all classes, tutorials and examinations. In the case of illness it is the responsibility of the candidate to inform the relevant Tutor, Mentor, Examiner or staff member and may be asked to provide a Doctor's Certificate. 100% attendance is expected from candidates.
- Notify SG of any specific requirements and/or special needs in advance of the Course.
- Undertake the Course and all the assessments within the appropriate validation period e.g. 12 for UKCC Level 1 or 24 months for UKCC Level 2 and above (as appropriate) from the date of enrolment.
- Late withdrawals from your allocated assessment will result in a re-assessment fee in advance of each additional assessment or re-assessment. Please see our Assessment Procedure.

11. Health & Safety

Candidates need to take personal responsibility for the health & safety of themselves and others; to observe safe standards of behaviour and dress; and to familiarise themselves with the safety requirements of the Course and its venue.

Candidates should not interfere with equipment or materials provided without supervision or authorisation.

Candidates are responsible for monitoring their own health and medical conditions. Any candidate requiring extra support due to a medical condition is required to declare this prior to the start of the Course.

12. Complaints

Candidates have the right to complain about any aspects of course organisation and deliver they feel does not meet Education Departments exacting standards. Candidates may complain if the following occur:

- Ineffective delivery by the Course Tutor / Assessor
- Omission in respect of the syllabus to be covered
- Inappropriate activities by the Course Tutor / Assessor including any behaviour which may cause concern or offence
- Irregularities in the way in which the course is organised, delivered or assessed.

Complaints may be made during or at the end of the course. If a complaint is made following course completion it must be in writing to the Scottish Gymnastics office within 14 days of the end of the course.

Complaints should be made in writing stating clearly the nature of the complaint. The letter should be dated and signed and a copy sent to the Education Programme Manager (EPM) at Scottish Gymnastics, Caledonia House, 1 Redheughs Rigg, South Gyle, Edinburgh, EH12 9DQ. The EPM is responsible for liaising with appropriate delivery staff, endeavouring to resolve the issue.

If the complainant is not satisfied with the outcome of the complaint to the Course Tutor / Assessor then they should request that the EPM investigates the matter further. At this point it may be appropriate for the Performance Coach Development Manager (PCDM) to be notified. If a candidate does not feel he / she is able to complain directly to the EPM then they should put their complaint in writing directly to the PCDM.

The findings of the independent arbitrator will be documented and communicated to the complainant.

Complaints to SQA

Candidates of SQA qualifications also have the right to complain to SQA awarding body. SQA will only consider your complaint if you have already gone through all stages of Scottish Gymnastics complaints procedure and remain dissatisfied with the outcome, or the way in which we handled your complaint.

SQA will deal with complaints about:

- assessment — in the broadest sense, including the conduct of, preparation for, and environment for, assessment
- dissatisfaction with the way in which the centre handled the complaint

SQA will not deal with complaints about:

- assessment decisions (use Appeals or Post-results Services)
- the wider experience of being a candidate (eg support services, facilities)

See SQA's Customer Complaints and Feedback web page

13. Appeals Procedure

SG will adhere to the following Appeals Procedure for candidates appealing against an assessment decision:

- Candidates must express any concern regarding the assessment process in the first instance to the Assessor. In the case of theory assessments concerns should be raised with the Education Team directly
- In the case where the Internal Verifier is present at the assessment, the matter can be discussed on the day of assessment. Written documentation of the discussions must be submitted to SG by the Internal Verifier, signed by both Assessor and Candidate.
- If the matter has been discussed and no satisfactory outcome has been achieved, (the Internal Verifier not being present at the assessment), the candidate and assessor must refer the matter in writing to the Internal Verifier appointed by SG for the course within 14 days of the assessment date.
- If no satisfactory outcome has been achieved following the above, the candidate has the right to appeal to an independent third party appointed by Scottish Gymnastics to oversee the Appeals process. This will be another Internal Verifier within SG not previously involved in the assessment of the candidate.
- SG will advise the Candidate, Assessor, and Internal Verifier of the outcome within 28 days of receiving the original appeal.

14. Roles and Responsibilities of Scottish Gymnastics Workforce

Delivery Personnel Responsibilities and Duties

Tutors

The overall purpose of this role is to take a lead to ensure the next generation of coaches are competent, confident and safe.

- Deliver the whole course at the dates and times agreed with Scottish Gymnastics.
- Induct candidates in the structure and assessment requirements of the SQA Award.
- Familiarize course candidates with the resource pack and exclusively use this pack as the basis of course delivery. Packs will be sent, by the course organiser, to candidates 2 weeks prior to commencement of course.
- Advise candidates of the mode(s) of assessment and dates when these will occur.
- Ensure there is adequate and full communication with both the Candidates and the Education Department on all matters relating to the course.
- Project a friendly and professional image at all times, including appropriate dress code, utilising Scottish Gymnastics branded clothing where issued.

- Be familiar with Scottish Gymnastics services and activities, and proactively promote Scottish Gymnastics as part of the programme.
- Inform candidates of their progress and where appropriate, provide additional help and support.
- Provide equal access to candidates for guidance or counseling. The scope of this advice should however be confined to coursework, assessment guidance or careers advice.
- Provide equal access to candidates for their feedback options and comments about the course.
- Discuss any problems with individual candidates on a one to one basis and in private.

Assessors

The overall purpose of this role is to take a lead to ensure the next generation of coaches are competent, confident and safe.

Assessors need to have good technical knowledge in the selected discipline, be confident in giving and receiving feedback and be able to put candidates at ease during the assessment process.

- To prepare fully for the assessment and provide clarity to each candidate on what is expected.
- Lead on the implementation of set criteria to ensure assessments are valid, reliable, practicable, equitable and fair.
- Provide accurate records of assessment outcomes for each candidate, documenting any feedback and action plans given.

Internal Verifiers

The overall purpose of this role is to take a lead to ensure all assessments (& course delivery) that contribute to an SQA qualification are valid, reliable, practicable, equitable and fair — and assessors must apply the standards of assessment uniformly and consistently. The IV will observe the delivery of the Course Tutor to ensure standards are maintained and the course is being delivered to the set learning outcomes.

The IV will also contribute to the training of new tutors and assessors.

- Support the delivery of UKCC courses and develop the quality of the workforce standards in relation to SQA guidelines.
- Lead on the implementation of SQA criteria to ensure assessments are valid, reliable, practicable, equitable and fair.
- Provide monitoring and evaluation reports after each visit in an agreed format to SG Education Programme Lead and provide feedback to tutors/assessors.

External Verifiers

A team of External Verifiers, appointed by the Awarding Body, supports the internal Verifiers. The role of the External Verifier supports the Internal Verifier through observation, monitoring and reporting on the verification of venue standards, course delivery, assessment procedures and decisions and their support to organisers, tutors and assessors. The External Verifier checks the quality of the verification on behalf of the Awarding Body across recognised centres. The responsibilities of the

EVs are as following:

- Monitoring the work of the Internal Verifiers to ensure quality standards are maintained across the Scotland
- Providing support, information and advice to Internal Verifiers.
- Fulfilling the requirement regarding the number of EV visits to be conducted
- Ensuring that the Scottish Gymnastics Equity Policy is applied throughout the course and assessment procedures.
- Ensuring that the Scottish Gymnastics course and assessment procedures are being adhered to.
- Monitoring the application of the Scottish Gymnastics Health, Safety and Welfare Policy and Child Protection Policy during courses and assessments.
- Providing feedback to IVs.

Conflict of interest

SG Education Team will ensure that any assessment of learners (including internal quality assurance sampling) is not undertaken by any person who has a personal interest in the result of the assessment. Any conflict of interest from a member of SG workforce must be declared in writing to the Education Programme Manager. Staff must also declare conflict of interest if they are involved in assessment or IV of a candidate which they hold personal interest in the result. Where an assessment by such a person cannot be avoided, SG will make arrangements for the relevant part of the assessment to be subject to scrutiny by another person.

15. Candidate Responsibilities

1. All candidates must attend all dates for the course & assessment.
2. It is the responsibility of the candidate to bring or organise gymnasts/demonstrators for their Sports Specific Course, (except in the case of Pre-School courses) minimum of 1 x demonstrator for course.
3. It is the responsibility of the candidate to bring or organise gymnasts/demonstrators for their Sports Specific Assessment, (except in the case of Pre-School assessments) minimum of 3 x demonstrators for assessment.
4. It is the responsibility of all candidates to find a mentor coach to work with following their attendance on the course. It is highly recommended that all candidates try to locate a mentor coach before attending day 1.
5. When looking for a mentor coach, candidates should consider the following:
 - Be someone you respect and who respects you and is willing to contribute to your long-term development as a coach.
 - Commit to taking responsibility to support you, to finalise your mentored tasks in accordance with the principles and regulations as stated in your logbook.
 - Be an experienced coach who is competent in providing you with feedback and advice throughout your mentored tasks.
 - Be the holder of a recent BG Coach Qualification in the discipline, one level above the level of course level you are attending.
 - Help you with the provision of gymnasts during your course, your mentored tasks and your practical assessment.

Ideally be formally recognised and supported by your club for taking up the role as your mentor.

6. All candidates will be required to work within a club/class situation with their mentor coach during and following the completion of their course and in preparation for their Assessment.
7. It is the responsibility of all candidates to send their logbooks to their assessor a minimum of 2 weeks prior to the assessment date. Information will be issued to all candidates with all details 1 month prior to the assessment date.
8. Re-sits can be undertaken on all parts of the assessment, a maximum of three times.

16. Malpractice

The term 'malpractice' covers any deliberate actions, neglect, default or other practice that compromises the assessment process or the integrity of an awarding bodies qualification, the validity of an awarding body certificate, or the reputation and credibility of an awarding body.

Candidate malpractice

- the preparation and authentication of coursework
- the presentation of practical work
- the compilation of portfolios of internal assessment evidence
- conduct during an internal assessment

Centre malpractice

- Misuse of assessments, including inappropriate adjustments to assessment decisions.
- Insecure storage of assessment instruments and marking guidance.
- Failure to comply with requirements for accurate and safe retention of candidate evidence, assessment and internal verification records.
- Failure to comply with SQA's procedures for managing and transferring accurate candidate data.
- Excessive direction from assessors to candidates on how to meet national standards.
- Deliberate falsification of records in order to claim certificates.

The following process will be followed in the case of any suspected malpractice:

- An investigation will be lead and documented by the EPM.
- The EPM will report any suspected cases of centre malpractice to SQA. The matter may also be reported to the police if the malpractice involves a criminal act.
- Any candidate results associated with the malpractice investigation will not be submitted to the awarding body during the course of the investigation.
- EPM will decide upon an appropriate course of action when a case of suspected candidate malpractice has been upheld.
- Decisions will be corresponded with all necessary parties as soon as possible or within four weeks.
- Internal quality assurance procedures will be reviewed in order to minimise the risk of further candidate malpractice.
- Advise the appropriate awarding body to withhold certification for that qualification where the outcome of the investigation merits it.

Actions and Sanctions

Any actions to be taken as a result of malpractice being proven through investigation will be specified clearly in the written feedback on the outcome of the investigation. Potential sanctions may vary in the level of severity depending on the circumstances and seriousness of the malpractice, e.g. ranging from having to re-sit one assessment to exclusion from a course. Candidates involved in an investigation of malpractice (whether candidate or centre malpractice) will not be resultated for the assessments in question until the investigation is completed, the outcome decided and any appeal concluded.

Appeals Against Malpractice Decisions

Candidates and staff should have the right to appeal any malpractice decision against them. An appeal must be submitted in writing to the EPM up to two weeks following the conclusion of the investigation. The EPM will investigate the appeal and where appropriate raise this with the PCDM and Head of Performance and Education. The outcome of the appeal will be communicated up to four weeks after the appeal has been submitted.

SG have the right to appeal a decision where a case of reported malpractice by the centre has been confirmed through investigation by SQA. SG also have the right to appeal a decision in the case of suspected malpractice by a candidate reported by the centre to SQA. Candidates have the right to appeal to SQA where:

- ◆ the centre has conducted an investigation, the candidate disagrees with the outcome and has exhausted the centre's appeals process
- ◆ SQA has conducted an investigation and the candidate disagrees with the decision