

# ANGLING TRUST COACHING CENTRE

## Course Booking Terms and Conditions



### 1. DEFINITIONS

- 1.1 **Angling Trust Limited**, hereinafter also referred to as AT, means the body which operates and administers the Coaching Centre. As of 11th July 2016 the registered office of the Coaching Centre is The Old Police Station, Wharncliffe Road, Ilkeston DE7 5GF.
- 1.2 **Angling Trust Coaching Centre** which delivers coaching courses is administered from the Coaching Centre Office at The Old Police Station, Wharncliffe Road, Ilkeston DE7 5GF.
- 1.3 **Course** is currently a programme of teaching and learning leading to either An Event Support Volunteer ward or a Level 2 Angling Event Lead Coach organised by the Angling Trust Coaching Centre and as described on the Angling Trust website or within the Coaching Centre's publicity documentation.
- 1.4 **Confirmed Booking** means the firm agreement between the Coaching Centre and client for attendance at/participation in a course on specified dates. Confirmation of a place booked will normally only be issued where a suitably-completed application has been received by the Coaching Centre with payment in full or authorisation to invoice a sponsoring third party. Places will normally be secured via the online booking facility which requires payment by credit or debit card at the time of applying or the use of a code or password supplied by the Centre in connection with an agreed alternative method of payment. Where other arrangements are made for applicants to secure places, these Terms and Conditions will also apply.
- 1.5 **Enquiries** for course vacancies will only be held for up to 3 working days whilst course places remain available, and will not take precedence over a reservation or booking for which payment has been made in full.
- 1.6 **Correspondence address** for all communication relating to a course is the **Angling Trust Coaching Centre, The Old Police Station, Wharncliffe Road, Ilkeston DE7 5GF**. **Website** is <https://anglingtrust.net> and general coaching information may be found in the Get Involved section.
- 1.7 **Online Booking Facility** is the section of the Angling Trust's website accessible from <https://anglingtrust.net/get-involved/coaching/> where any prospective applicants can view details of available courses and submit an application.
- 1.8 **Application Form** is the form that must be completed and submitted by all Learners applying to be registered on a course other than via the online booking facility, for example for a bespoke event which is not advertised on the AT website. Application procedures, whether relating to the online booking facility or the use of an electronic or printed document, will include information about the collection, processing and storage of individuals' personal data in accordance with current Data Protection regulations.
- 1.9 **Initial Enquiries** may be directed to the appropriate member of the Angling Trust Participation team (contact details are available on the AT website) but AT employees other than those directly working in Coaching Centre administration cannot process bookings or guarantee places on a course: see item 2.1 below.
- 1.10 **Transfer** means where an applicant has booked onto and is expected for a particular course but subsequently applies or requests to attend a different course.
- 1.11 **Substitution** means where an applicant has booked onto a course but subsequently wishes to withdraw in order that the booking can be allocated to another Learner.

### 2. BOOKING FORM

- 2.1 All applications must be submitted via the online booking facility unless otherwise agreed with Coaching Centre administrative staff; in the latter case applications must be submitted

on the relevant electronic or printed form supplied by Coaching Centre staff (see 2.7) and must be received at the Coaching Centre office no later than the published closing date (normally at least 25 working days before the course is scheduled to commence). Application procedures, whether relating to the online booking facility or the use of an electronic or printed document, will include information about the collection, processing and storage of individuals' personal data in accordance with current Data Protection regulations.

- 2.2 Once a booking is accepted by the Coaching Centre, the organisation or individual making the booking becomes liable for the relevant course fee, otherwise the place may be reallocated.
- 2.3 All requests for transfers to an alternative course must be made in writing to the Angling Trust Coaching Centre, The Old Police Station, Wharnccliffe Road, Ilkeston DE7 5GF.
- 2.4 All requests for substitutions must be made in writing prior to the course start date. Organisations or individuals wishing to make a substitution must provide a completed course application form for the substitute individual or individuals and the name or names of those being substituted, otherwise the booking(s) will be cancelled.
- 2.5 Confirmation of booking(s) will be sent to applicants once their completed application form is accepted by the Coaching Centre and provided places are available on their chosen course. Confirmation will normally be issued by email to the address supplied by the applicant, or via the online booking facility, but may be supplied by post.
- 2.6 The Angling Trust Coaching Centre reserves the right to cancel/postpone or run courses at a different venue from the one specified when necessary. If this is the case we will inform applicants as soon as possible and provide relevant details.
- 2.7 Applicants wishing to book a place on a course should submit an application via the online booking facility, or if it has been previously agreed to supply an electronic or printed application form then applicants must complete and return this to the Coaching Centre with the required remittance or payment instructions as outlined in section 3 – Fees and Payments. Applications must be received by Centre staff by any stated booking deadline, otherwise it may not be possible to provide a place on the selected event.

### **3 FEES AND PAYMENTS**

- 3.1 Except where online booking with use of a passcode supplied by the Centre has been agreed or stipulated, applications via the online booking facility for courses displayed on that site will require payment by credit or debit card in order to complete the booking process, secure a place on the selected event and pass the application through to the Coaching Centre. Likewise full payment or instructions for arranging invoicing, card or BACS transactions will be required with the completed booking form if applicants are offered this method of booking. Where part or all of the fee is to be paid by a third party (such as a club, local authority, Environment Agency etc) full contact details must be supplied for the person or body that has accepted responsibility for payment of the appropriate amount. Bodies or organisations which require Angling Trust to provide a Purchase Order form or quote a Purchase Order number when invoicing for course fees must supply the relevant information by the stated booking deadline for the selected course.
- 3.2 Where a Learner withdraws from or otherwise fails to complete a course, in accordance with item 4.4 no refund of the course fees will normally be made, but a transfer may be requested within the terms of item 4.2 below.
- 3.3 The contract between a Learner and the Coaching Centre will come into existence once a confirmation letter or email has been issued.
- 3.4 The contract will continue until the conclusion of the respective course, or in the case of Learners who have been "referred" (owing to not completing the course to the required criteria) within the relevant time lines set for the award or Certificate).

## 4 TRANSFER AND CANCELLATION CHARGES

- 4.1. The Coaching Centre reserves the right to cancel, postpone or otherwise alter the content or date of a course without notice. In such circumstance, the Coaching Centre may, at its own discretion, return any payment received without penalty or cancellation charge.
- 4.2. Once a booking has been confirmed by the Coaching Centre, any request to transfer to another course will be accepted only in exceptional circumstances at the discretion of the Coaching Centre and where there is still time before the originally selected event for this to be facilitated. Where such a transfer is approved, an **Administration Fee of £40** will normally be charged.
- 4.3. All requests for transfer must be received in writing (see 2.3) or on the appropriate form as supplied by the Coaching Centre.
- 4.4. Any refund of fees due to a cancellation made by the Learner will be allowed only in exceptional circumstances or where the place can be filled by another Learner. However this cannot be considered as an absolute right.
- 4.5. An applicant may transfer his/her booking more than once, as long as the appropriate Administration Fee is paid on each separate occasion, at the rate prevailing at that time, plus any costs incurred by the Coaching Centre in respect of each of the previous bookings held. The final course to which an applicant's original deposit is transferred must start within 12 calendar months of the start date of the course that was originally booked. Failure to attend within this time will be taken as a cancellation of the original booking, regardless of the payment of any transfer fees or costs in the intervening period. Under such circumstances all monies paid including transfers will be forfeited to the Coaching Centre.
- 4.6. Learners who are unable to attend or participate in all the scheduled days of the course for which they originally booked can complete the attendance/participation requirement within the timescales set for the Award or Qualification by applying to transfer to another event. The Coaching Centre will endeavour to accommodate requests for inclusion on a suitable later course but cannot guarantee that a place will be available. A supplementary fee may be applied where a Learner requests inclusion on a different event for completion as a result of interrupted attendance/participation.

## 5. CANCELLATION BY THE APPROVED CENTRE

- 5.1 We will not knowingly run courses if there is any chance of compromising the safety and welfare of Learners owing to unforeseen circumstances that might occur before the start date of a course, based on information or advice that the Coaching Centre may receive. In the event of adverse weather conditions, problems on site etc, we undertake to inform Learners of the situation as soon as we have knowledge of it.
- 5.2 In the unlikely event of any such circumstance arising which effectively puts the safety of Learners at risk we have the right to cancel the course. However, if the course objective can be achieved by using an alternative venue, we will do so and the course will not be cancelled.
- 5.3 We may cancel a course as a result of an event of Force Majeure. Such events are unforeseeable and beyond our control including, but not limited to, war, riot, industrial disputes, terrorist activity, natural or nuclear disaster, fire, epidemics or other health risks, adverse weather conditions (whether actual or threatened), storm, flood, and technical failure with any form of facility.
- 5.4 We reserve the right to cancel or reschedule any course which does not have sufficient Learners taking part to make it financially viable, or to cancel an individual's participation alone if we would be penalised financially not to do so. By the same token, we will endeavour to ensure that a course goes ahead if at all possible. If a Learner's booking is likely to be cancelled under such circumstances, we undertake to inform him/her as soon as possible. This will not occur less than 7 days before the start of the course.

- 5.5 Anyone booked on a course that is cancelled by the Coaching Centre will be entitled to a full refund or entitled to transfer to another course and no transfer fee will be payable.

## **6 COURSE DELIVERY**

- 6.1 The courses as described in our literature and on our website are designed to be illustrative in order to explain best the scope and type of the course that applicants will be undertaking. During the delivery of the course every effort will be made to adhere to the planned itinerary, but it must be appreciated that the Coach Educators may have to implement some form of flexibility to deal with any unforeseen circumstances that may arise. Whilst we will try to inform applicants of any such changes as soon as we know of them, we accept no liability for any such changes or the consequences thereof.
- 6.2 The delegated Coach Educator representing the Coaching Centre may request an individual or individuals to leave the course if he or she believes that a person, or a person's health, is at risk, if an illegal act has been or may be committed, or if behaviour may become, or has been, detrimental to the safety, enjoyment or well-being of the group or of any individual within the group.
- 6.3 Anyone leaving the course at any stage, for whatever reason, will not be entitled to any refund or to compensation unless agreed by the Coaching Centre.
- 6.4 Neither the Coaching Centre nor any of its representatives will be responsible for any illness or injury sustained on our courses, except where such illness or injury is caused by our negligence or that of our representatives, nor will they be liable for any uninsured loss of personal property.
- 6.5 The Coaching Centre's liability in tort, contract or otherwise, shall be limited to the costs payable for an individual's participation. The Coaching Centre's liability will also be limited in accordance with and/or in an identical manner to any relevant International Convention which limits the amount of compensation that Learners can claim for injury, and loss, damage to equipment whilst attending a course.

## **7 EQUIPMENT**

- 7.1 Within the pre-course Welcome Pack or equivalent email communication(s) that Learners will receive from the Coaching Centre will be information about equipment that they will be required to bring with them to the beginning of the course, and further information will be supplied as appropriate by the tutor(s) during the course. Learners are responsible for their own equipment and personal belongings for the duration of the course and bear the sole responsibility for wear and tear and incidental damage to such equipment. We recommend that Learners ensure that they have adequate insurance to cover their equipment, as they will be liable for its replacement should it be damaged or lost.

## **8 COMPLAINTS**

- 8.1 If a Learner has any problems or any complaints relating to the course he/she is attending or has attended, he/she should immediately inform the Coach Educator who will endeavour to deal with the issues that have been raised. If the concerns are not resolved by the Coach Educator, the Learner should follow the guidelines within the Complaints, Disciplinary and Appeals procedures as outlined in the pre-course Welcome Pack and/or the Learner portfolio.
- 8.2 Learners are requested to keep any letter of complaint concise and to the point. This will assist us to identify quickly the concerns and speed up our response. Learners are also advised to keep copies of all items of correspondence relating to the complaint.
- 8.3 If a Learner fails to follow these simple guidelines, we may be unable to investigate and deal with the complaint.

## 9 GENERAL

- 9.1 The Coaching Centre representatives are not entitled to promise refunds for whatever reason, and we will not be bound by any such promises.
- 9.2 These booking conditions may only be waived or amended by the Coaching Centre. Such waivers or amendments will be made only in special circumstances, and must be made in writing to be effective.
- 9.3 When making a booking it is implied and accepted that the applicant has read and understood all these booking conditions and agrees to abide by them.
- 9.4 The Coaching Centre endeavours to make enquirers aware of the nature of the courses that it offers, and information about course content and qualification pre-requisites is provided on the Angling Trust website or can be made available in printed or electronic form via the Coaching Centre office. Potential applicants are advised to read the available information before submitting an application for a course.
- 9.5 We shall ensure that appropriate security measures are in place to protect each Learner's personal data (as defined in the Data Protection Act 2018). When making a booking, each Learner consents to all the information provided being passed on to our suppliers, agents, sub-contractors, employees or volunteers for the purposes of our providing a course and for processing applications for Coach Licensing after qualification.

## 10 MEDICAL INFORMATION

- 10.1 The aim of medical screening is to enable participation and to ensure, as best as is reasonable, that all risks have been evaluated and understood. If a Learner has any medical problem or disability, he/she is required to inform us of such details at the time of completing his/her online application or booking form so that we can cater for all health and safety considerations and assess what, if any, reasonable adjustments are required to be made. In any event Learners must notify us via the medical declaration of any medical problems or disabilities. If any medical problems or disabilities are suffered or arise between the medical declaration being submitted and the start date of the course Learners must notify us immediately. We reserve the right to decline or cancel a booking without having to pay compensation if:
  - a any medical problem or disability is not disclosed to us on the medical declaration form/online application system;
  - b any medical problem or disability is not disclosed to us after the medical declaration is submitted to us but before the start date of the course;
  - or
  - c any medical problem or disability is not disclosed to us; provided that in our belief such medical problem or disability is likely to endanger the Learner's health and safety and/or the health and safety of anyone else registered on the course or that of any member of staff including the Coach Educator or Assessors
- 10.2 We may require a Learner to obtain confirmation from a medical professional that he/she has a medical problem which would require the need of some form of assistance to enable him/her to fulfil the requirements of the course for which he/she has applied. The Learner will be required to acknowledge and agree that concerning his/her medical welfare we have a duty to him/her and to the other participants and as such, if we reasonably believe that the Learner is not sufficiently fit to participate on a course, we reserve the right to decline or to cancel that Learner's booking at any time at our complete discretion.