



## Education Course Terms & Conditions

Please read these Terms and Conditions carefully as application to a course with Volleyball England is deemed acceptance of them. If you have any questions or require clarification of the content, please contact

These Terms and Conditions apply to all educational courses organised and delivered by Volleyball England and will form the entire agreement between Volleyball England and the learner in respect of the course and its provision. Volleyball England courses organised and delivered by external providers will be covered by their own Terms and Conditions, details of which can be obtained by contacting the organiser.

### Definitions

Assessment	Video assessment, practical or theoretical examination, which form part of the course.
Course	The course, conference, webinar or educational activity to be undertaken by the learner.
Fees	All fees owing to Volleyball England pursuant to these conditions including without limit all tuition, course material charges, assessment, and registration fees, as advertised at the time of booking.
Learner	Coach, Teacher, Referee, conference delegate, Player, Volunteer, or other person whose application on the course is accepted by Volleyball England.
Sponsor	Any employer and/or third party who have agreed with the learner and/or Volleyball England to pay the fees (or part of them).

### Terms and Conditions

#### Insurance and Liability

- .1. Volleyball England members undertaking a Volleyball England course have the benefit of membership insurance to provide cover for them in respect of their activities whilst undertaking the course. This insurance does not provide any cover to any learner who is not directly registered as a member of Volleyball England.
- .2. Volleyball England does not accept any liability for any activity undertaken by non-Volleyball England members taking part in activities whilst undertaking the course. Therefore, it is the responsibility of any non-Volleyball England member to ensure they have independently arranged appropriate insurance to cover themselves whilst participating in the course. This should be for the full duration of the course, including training sessions, mentoring and assessments.
- .3. Volleyball England shall not be liable and expressly excludes responsibility for any loss, cost, expense, or damage to personal belongings suffered by the learner whilst on a course.
- .4. Volleyball England shall not be liable for any damage or compensation in respect of or in consequence of any accident or injury to any learner whilst engaged in the course, save and except an accident or injury resulting by negligence on the part of Volleyball England committed during the currency of the contract.

#### Cancellation of courses and assessments by Volleyball England

- .1. Volleyball England reserves the right to cancel or reschedule courses and assessments at their discretion, for example but not exclusive to insufficient learners enrolled and workforce illness. In such cases learners shall be offered a refund of the fees paid or a transfer to an alternative course or assessment. In such cases Volleyball England liability shall be restricted to reimbursement of any fees paid to them alone and will not cover additional fees indirectly associated with the course.
- .2. In the event of a cancellation for a reason outside the control of Volleyball England, Volleyball England 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.

#### Cancellation charges

- .1. Once an application has been made, the learner is liable for the fee, regardless of whether they later decide to withdraw voluntarily from the course.
- .2. If the learner cannot attend their chosen course, notice of cancellation must be received by Volleyball England directly from the learner, in writing, whereupon a refund of fees will be given in accordance with the cancellation charges outlined in 3.4 below.
- .3. If written notice of cancellation is not received by the course organiser the learner will be liable for the payment of all fees.
- .4. Cancellation charges:
  - .4.1. Cancelled more than 10 working days before the start of the course – full refund
  - .4.2. Cancelled less than 10 working days before the start of the course – full refund minus an administration fee (£35)
  - .4.3. Cancelled after the closing date of the course – no refund
- .5. No refunds of fees will be permitted once the learner has started the course for any reason, including but without limitation, early withdrawal from a course or non-attendance unless an extenuating circumstance application is submitted and accepted. Refer to Section 9.

#### Copyright and Intellectual Property

- .1. Property rights derived from any work created by a learner during or as part of a course shall and hereby vest in Volleyball England. This does not include video footage uploaded by a learner for the purpose of video assessment.

#### Data Protection and Personal Data

- .1. Please refer to the [Volleyball England Privacy Policy](#)

#### Eligibility

- .1. Learners must be able to evidence that they meet any pre-requisite entry requirements such as age, and qualifications.

#### Equal Opportunities

- .1. Volleyball England is committed to promoting equality of opportunity for all learners to ensure that no-one is discriminated against on the grounds of age, disability, gender reassignment, race, religion or belief, sex, sexual orientation, marriage and civil partnership and pregnancy and maternity.

#### Payment Terms

- .1. All course fees are due at the time of application and should be made in Sterling. Places will not be held without payment.
- .2. Fee reductions will only apply to courses indicated on the Volleyball England website and where the learner meets the specified criteria.
- .3. The learner shall be responsible for the payment of the fees even if a sponsor has agreed to register the learner to a course and pay the fees on their behalf. It is the responsibility of the learner to ensure that the sponsor pays the fees. For the avoidance of doubt, if a sponsor fails to pay the fees as may have been agreed between the sponsor and the learner, the learner will remain solely responsible for payment.
- .4. Volleyball England reserves the right not to accept applications from learners where fees or other costs from previous courses remain outstanding until such time as all outstanding fees or other outstanding costs are paid.
- .5. Where successful completion of a course results in the award of a certificate, Volleyball England reserves the right to withhold the issue of certificates where fees or other monies are owed to Volleyball England.
- .6. Where the learner is deemed 'not yet competent' or fails to attend an assessment, which forms part of the course, a charge will be made for any further assessment/s.
- .7. All prices in respect of course fees are correct at time of going to press. In the event of an increase learners will be notified accordingly and those not wishing to pursue courses at the increased fee must notify Volleyball England in writing, within seven days of receiving notice of the increase and Volleyball England shall reimburse all monies already paid.
- .8. Course fees include:
  - .8.1. Certificates of attendance and/or award (as applicable) upon completion
  - .8.2. One assessment, where indicated
  - .8.3. Study/resource materials, where indicated
- .9. Course fees do not include:
  - .9.1. Insurance for non-Volleyball England affiliated members
  - .9.2. Travel expenses
  - .9.3. Replacement logbooks, certificates, or study/resource materials. There will be a charge associated to any replacement materials if requested by the learner.
  - .9.4. Re-assessment fees
  - .9.5. Stationery and materials

#### Extenuating circumstances and course transfers

- .1. Learners cannot transfer courses after the closing date except in extenuating circumstances.
- .2. Extenuating circumstances can be applied for if a learner experiences exceptional, unforeseeable, short-term circumstances which affect their ability to attend part of, or all your course or assessment or submit your logbook/portfolio/video of evidence within the required time limit.
- .3. Extenuating circumstances applications must be submitted to [coaching@volleyballengland.org](mailto:coaching@volleyballengland.org) within 5 working days with a full explanation of the situation and provide evidence, such as a medical certificate. Volleyball England will acknowledge receipt of the request within 3 days.

#### Deferred assessment for Coach Award Courses

- .1. Deferral from the original assessment includes:
  - .1.1. Being deemed 'not yet competent'

- .1.2. Failure to arrive at the allocated assessment at the appointed day or time
- .1.3. Withdrawal once the assessment confirmation has been sent
- .1.4. The logbook and/or video evidence not arriving with the assessor by the agreed date
- .1.5. Video evidence not meeting assessment guidance criteria
- .2. A maximum of two deferrals for any part of the assessments are permitted, where a learner is deemed not competent at the third assessment attempt, they will be required to repeat the course.

#### Deferred assessment for Refer Award Courses

A maximum of one deferrals for any part of the assessments are permitted, where a learner is deemed not competent at the third assessment attempt, they will be required to repeat the course.

#### Registration Period

- .1. Each course has a specified registration period, and the learner must complete all aspects of the learning programme and assessment within that registration period. For the Assistant Award course, the registration period is 12 months. The Coach Award course is 6 months after the practical session.
- .2. If the learner fails to complete all aspects of the course within the registration period a re-registration fee will be charged, except in extenuating circumstances where an extension may be granted at the discretion of Volleyball England (or 1st4sport where applicable). It is the responsibility of the learner to contact the course organiser as soon as possible with supporting evidence where applicable.
- .3. Where the learner does not apply for an extension or re-register within a year beyond the registration period, they will be required to repeat the course.

#### Rights and obligations of Volleyball England

- .1. Volleyball England shall use reasonable endeavour to provide the learner with an education service which may, where appropriate, include a programme of study; classes, tutorials and relevant learning support intended to prepare the learner for assessment and qualification.
- .2. Volleyball England reserves the right to make alterations to courses, assessments, workforce, 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.
- .3. Volleyball England reserves the right to dismiss any learner at any time for behaviour, which is deemed to be unprofessional, inappropriate, or disruptive to other learners or Volleyball England workforce. No fees will be refundable for any learner dismissed under this section.
- .4. Volleyball England reserves the right to dismiss any learner at any time for malpractice including cheating in assessments, assisting others to cheat, falsification of logbooks and plagiarism. No fees will be refundable for any learner dismissed under this section.
- .5. All Volleyball England courses, and course materials are in English. Should the learner not speak English as a first language then Volleyball England will allow the learner to bring an interpreter, at the learner's expense. There will be no course charge for the interpreter if the venue can accommodate an extra person.

#### Rights and obligations of the learner

- .1. Learners shall meet and comply with the requirements and/or standards set out in these Terms and Conditions. Volleyball England reserves the right to suspend and/or exclude (at its discretion) any learner failing to meet such standards and/or requirements, including:
  - .1.1. Familiarise themselves with all relevant course policies and course requirements
  - .1.2. Notify Volleyball England of any specific requirements and/or learning needs in advance of the course
  - .1.3. Comply with all standard course requirements such as providing participants for the course and assessment where required and sourcing an appropriately qualified mentor
  - .1.4. Comply with all reasonable requests of Volleyball England staff and authorised contractors or agents
  - .1.5. Behave in a manner, which does not cause injury or damage to other persons, to the property of Volleyball England, its staff, learners, 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 Volleyball England
  - .1.6. 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 health/medical checks or other conditions of conduct
  - .1.7. Attend all practical sessions, tutorials, webinars, and assessments and complete the programme of study in full and in the stated order. Learners who are unable to complete any part of the course or assessment due to illness or injury, extreme personal circumstances beyond the learner's control must inform the course organiser and provide evidence where applicable, e.g., medical certificate. Refer to Section 9 for details.
  - .1.8. Undertake to complete the course and the assessment within the registration period
- .2. Learners must satisfy themselves that the course they have chosen meets their requirements by reading all available information on the Volleyball England website before starting the course.

#### Health and Safety

- .1. Learners need to take personal responsibility for the health and safety of themselves and others; to observe safe standards of behaviour and dress; and to abide by the safety requirements of the course and venue.
- .2. Learners should not interfere with equipment or materials provided without supervision or authorisation.
- .3. Learners are responsible for checking their own health and medical conditions. Any learner needing extra support due to a medical condition is required to declare this prior to the start of the course.

#### Complaints and Appeals

- .1. Where learners have cause to make a complaint, this is covered under the course complaints policy which can be found on the Volleyball England website [HERE](#). All complaints will be responded to in accordance with the complaints policy.
- .2. Where learners have cause to appeal an assessment decision this is covered under the course appeals policy which can be found on the Volleyball England website. All appeals will be responded to in accordance with the appeals policy.