

SCOTTISH ATHLETICS LIMITED COURSE BOOKING TERMS AND CONDITIONS

These terms apply to any bookings you make for courses delivered directly by us, Scottish Athletics Limited, on the Athletics Hub website (www.athleticshub.co.uk) or in any other format. Please read them carefully before you make any booking with us, as they set out important information about your and our rights and obligations.

You must agree to these terms before you make your booking.

If you are booking a course on behalf of another person you must obtain their permission to provide us with their personal data before making the booking. You must also ensure that they have been made aware of and read any booking information (including these terms and conditions) and that they have agreed that you can accept these terms on their behalf as part of the booking process.

If you are under the age of 18 or if you are booking a course for a child under the age of 18, by accepting these terms and conditions you are declaring that the child has parental/guardian permission to attend the course being booked.

Your attention is particularly drawn to clauses 18 to 20 of these terms, which set out important limits and exclusions of our liability to you.

Your attention is also drawn to clause 16, which sets out your rights to cancel a booking and the amounts you may receive as a refund if you cancel or amend your booking.

Key rights:

The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 say that in most cases, you can cancel within 14 days. You do not have this right to cancel once the digital content is provided to you, where you have been told this and have acknowledged this, or if you receive the services within this time. The Consumer Rights Act 2015 says digital content must be as described, fit for purpose and of satisfactory quality and that services must be provided with reasonable care and skill.

We draw your attention in particular to section 15 (Our Cancellation Rights) and section 16 (Cancelling your Booking) of these terms and conditions. Section 15 sets out our right to cancel and what refund you are entitled to in those circumstances. Section 16 sets out your right to cancel (or transfer) your booking, and the charges that will apply (if any) should you wish to cancel (or transfer) your booking.

This is a summary of some of your key rights. For detailed information from Citizens Advice, please visit www.citizensadvice.org.uk or call 0808 223 1133.

The information in this summary box summarises some of your key rights. It is not intended to replace the contract below, which you should read carefully.

1 ABOUT US

We are Scottish Athletics Limited, a company registered in England and Wales under company number SC217377. Our registered office is at Caledonia House, 1 Redheughs Rigg, Edinburgh, EH12 9DQ.

2 HOW TO CONTACT US

You can contact us by sending an email to shonamalcolm@scottishathletics.org.uk

3 THESE TERMS

- 3.1 Any reference to ‘we’, ‘us’ or ‘our’ in these terms is to Scottish Athletics Limited and any reference to ‘you’ or ‘your’ is to the person making a booking (or where relevant, on whose behalf a booking is being made), on the website www.athleticshub.co.uk (the “Website”).
- 3.2 The Website is a platform for athletes, coaches, officials and volunteers to book onto a course provided by UK Athletics or by one of the Home Country Athletics Federations of England Athletics, Welsh Athletics, Athletics Northern Ireland, and Scottish Athletics.
- 3.3 We are not responsible for courses delivered by any other Home Country Athletics Federation, UK Athletics, or anyone other than us. The relevant course provider for your course will be stated in the course description on the Website and the relevant booking confirmation email, and we are not responsible for courses delivered by any other Home Country Athletics Federation, UK Athletics, or anyone other than us. The relevant course provider for your course will be stated in the course description on the Website and the relevant booking confirmation email.
- 3.4 We may make changes to these terms at any time. However, the terms which apply to your booking will be those in force at the time you submitted your booking to us.
- 3.5 Please save a copy of these terms and any emails from us for your records, as we will not save or file a copy for you.

4 COURSE TYPES

- 4.1 The way in which the course will be delivered is set out on the Website. The way we deliver our courses is as follows:
- 4.1.1 online on demand courses (“**Online Self-Guided Course**”);
 - 4.1.2 online live classes (“**Virtual Classroom Course**”)
 - 4.1.3 practical courses delivered in a variety of settings which you attend in person (“**Practical Course**”); or
 - 4.1.4 as a mixture of online and practical teaching (“**Blended Learning Course**”)
- (where we refer to a “**Course**” in these terms it may be any of the types of course referred to above).
- 4.2 For any Course, where stated in the relevant Course description, you may also receive digital learning materials as an online self-guided element of such Course.
- 4.3 We have referred to anyone booked onto a Course as a “**Participant**” in these terms.

5 YOUR INFORMATION

Any personal information that you provide to us will be dealt with in line with our Privacy Notice available at <https://www.scottishathletics.org.uk/about/privacy-notices/>, which explains what personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to your personal information, and how to contact us and the ICO (the UK data protection authority) if you have a query or complaint about the use of your personal information.

6 BOOKINGS

- 6.1 You may book onto a Course by completing the online registration/booking process and paying the fee (the “**Fee**”). Please check your booking form carefully and correct any errors before you submit it to us.
- 6.2 We will accept your booking by sending you a booking confirmation email. We will not have accepted your booking until we send this email, and your place on a Course is only confirmed once we send it. A legally binding contract is formed between you and us on these terms at this point. We will not reserve places and we will not verbally confirm places over the phone. Places are filled on a first come, first served basis through the online booking system on the Website.
- 6.3 Course bookings will not be taken after the relevant closing date set out on the Website. This is to ensure that Participants have adequate time to prepare for the Course and complete any pre-course study required.
- 6.4 If we do not accept your booking, for example because we are unable to take payment, the Course is unavailable, or there has been a mistake regarding the pricing or description of the Course, we will email you using the details you provided when you submitted your booking.
- 6.5 We have the right to reject any booking for any reason. If we reject your booking, we will refund any payment taken.
- 6.6 On request, Scottish Athletics Ltd will make reasonable adjustments for a candidate in accordance with the requirements of the Equality Act 2010. Any request for reasonable adjustments should be made at the point of booking.

7 MAKING CHANGES TO YOUR BOOKING

If you would like to make any changes to your booking after you have submitted it, including if you have made a mistake on your booking, please contact us via our contact details above (see clause 2: ‘How to contact us’) as soon as possible and we will let you know if it is possible to change your booking. Please also see section 16 of these terms and conditions.

8 AVAILABILITY

- 8.1 All Courses are subject to availability. We cannot guarantee that any Course will be available at any given time. We also cannot guarantee that access to the online part of any Course will be uninterrupted, error free or secure. For example, access to an online Course may be temporarily unavailable while we carry out maintenance or for other technical reasons.
- 8.2 In certain circumstances beyond our reasonable control, for example where there has been a change in law, we may need to stop supplying certain Courses. If this happens and it affects your booking, we will notify you by email, cancel your booking and provide you with a full refund in respect of any affected Courses that have not been provided.
- 8.3 If you want to book onto a Course which is already at capacity, we will not be able to accept your booking. We will notify you of this by email within 48 hours of receiving your application. Where possible you will be offered an alternative Course (of the same type and value), which you can choose whether to accept or to be refunded. If an alternative course is not available, then a refund will be issued within 30 days of the email notification.

9 COURSE DESCRIPTIONS

Course descriptions are set out on the Website. The Course description is intended to indicate only the general nature of the Course and does not guarantee its content. We reserve the right to amend the content of the Course, provided that the Course still meets the contract with you.

10 TECHNICAL REQUIREMENTS FOR ONLINE COURSES

10.1 To access the online part of any Course or any digital materials associated with a Course, including to access an Online Self-Guided Course, a Virtual Classroom Course or the online part of a Blended Learning Course, you will need your own equipment and internet access. You are responsible for any charges you may incur in connection with your internet access and downloads.

10.2 We are not liable to you if you are unable to access the Course due to a poor internet connection, because your device does not meet the reasonable minimum technical requirements, or for any other reason outside our reasonable control.

11 FEES

11.1 The Fees for our Courses are set out on the Website. All Fees are in pounds sterling (£) (GBP) and include VAT at the applicable rate.

11.2 Fees for our Courses may change at any time. Except as set out in clause 11.3 below, any changes will not affect existing bookings.

11.3 If there has been an error on the Website regarding the Fee for any of our Courses and this affects your booking, we will try to contact you using the contact details you provided when you submitted your booking form. We will give you the option to re-confirm your booking at the correct price or to cancel your booking. If we are unable to contact you, we will treat the booking as cancelled and notify you by email. We will refund any payments made where we treat a booking as cancelled.

12 PAYMENT

12.1 Payments for Courses can be made by credit card or debit card, or by way of a valid Course voucher or coupon code issued by us.

12.2 Vouchers and coupon codes are subject to additional terms communicated to you at the time of issue of the voucher or coupon code.

13 DELIVERY OF THE COURSE

13.1 We will deliver Virtual Classroom Courses, Practical Courses and Blended Learning Courses at the time(s) and on the date(s) (or within the period(s)) set out on the Website and selected by you during the booking process.

13.2 Courses held in person will be provided at the location and times set out on the Website and selected by you when you submitted your booking.

13.3 Certain Courses, or parts of Courses, are only available online. Where this is the case, it is specified on the Website.

13.4 Online Self-Guided Courses, any online self-guided part of a Blended Learning Course, and any pre-course digital learning materials, are made available following confirmation of your booking. They can be accessed by logging into your account and going to **'My Learning'**. Please note that you lose your right to cancel your booking once you access the Online Self-Guided Course or Blended Learning Course. See clause 16 below for more information on your cancellation rights.

- 13.5 Virtual Classroom Classes can be accessed by clicking on the meeting link in your booking confirmation email.
- 13.6 The Online Self-Guided Course you purchase will be available to access for the period of time set out in your booking confirmation email (where time-limited). You should complete the Course in the time period allowed. You will not be able to access the Course after that period of time has expired.
- 13.7 If you are having trouble accessing any online part of a Course, please contact us via our contact details above (see clause 2: 'How to contact us').
- 13.8 We will do all that we reasonably can to provide the Course you book at the time(s) and date(s) or within the period agreed with you. If there is a delay before we can start or restart the Course, we will email you to let you know as soon as reasonably possible. However, we are not liable to you for any losses you incur as a result of any delay caused by circumstances beyond our reasonable control (for example, severe weather, accidents or unpredictable traffic delays).
- 13.9 Where a delay is caused by circumstances beyond our reasonable control, we will usually try to start or restart the Course as soon as the issue causing the delay has been resolved. If we are unable to run the Course within one month or transfer you to another course within one month we will email you to let you know and offer you the option to either continue waiting until the issue has been resolved (if this is possible) or to cancel your booking and get a refund of any advance payments made by you for any Courses that have not yet been provided.

14 YOUR RESPONSIBILITIES

- 14.1 You, the Participant, must attend all parts of the Course you sign up for in order to progress and complete the Course. If you do not attend all sessions or do not complete modules of a Course without agreeing this with us, then we reserve the right to remove you from the remainder of the Course and no refund will be given to you in respect of the missed sessions. However, in exceptional circumstances, you may be offered the opportunity to attend the missed session(s) on another Course subject to availability and in our absolute discretion. We reserve the right to require payment of any additional Fees as required for that other Course.
- 14.2 You, the Participant, agree that you will treat the Course tutor and other Participants with respect and will comply with any requirements relating to the Course venue and any code of conduct communicated to you. You acknowledge that if your behaviour, language or conduct is considered by us or the venue provider to be in breach of these requirements or 'unacceptable', 'offensive' or 'harmful' for any reason you may be excluded from the Course and, where we consider it reasonably necessary, any future courses.
- 14.3 You, the Participant, agree that you will devote your full attention to the Course and that you will not engage in any other activities which may distract you from participating in the Course. When attending a Virtual Classroom Course (or any virtual element of a Blended Learning Course), you agree that you will access the Course by the start time from a quiet space which allows you to concentrate, and that you will not engage in any other activities (for example driving, or participating in a training session). You acknowledge that if you do not comply with your responsibilities as set out here, you may be excluded from the Course and/or we have the right to refuse to grant you any confirmation or accreditation in relation to your completion of the Course.

15 OUR CANCELLATION RIGHTS

- 15.1 We will contact you by email, at the email address you provided on the booking form, in the event that a Course is cancelled or rescheduled. This will be followed up by another email, requesting confirmation of whether you wish to be booked onto an

alternative Course (of the same type and value), or whether you want a full refund for the cancelled or postponed Course.

- 15.2 Should a Course be cancelled or rescheduled by us, and you request a refund of the Fee rather than booking onto an alternative Course, then a full refund of the Fee will be issued within 30 days of the notice of cancellation or postponement being issued to you.
- 15.3 If we cancel or reschedule a Course, other than the Fees already paid by you, you will not be refunded any other money (such as travel expenses and accommodation costs).

16 CANCELLING YOUR BOOKING

- 16.1 You have the right to cancel your contract, for a full refund (less our administrative fees), within 14 days of your booking confirmation email, unless you request your Course to start within that time as set out here. When you make your booking, you confirm that:
 - 16.1.1 for an Online Self-Guided Course (or online self-guided part of a Blended Learning Course), you consent for such Course to be made available to you immediately after your booking has been accepted and you acknowledge that this means you will lose your right to cancel; and
 - 16.1.2 for a Virtual Classroom Course, a Practical Course or a Blended Learning Course, to the extent such Course is due to take place within 14 days of your booking, you request for us to start providing the Course within 14 days and you acknowledge that you will lose your right to cancel once the Course has been delivered but you may be able to transfer your booking (see clause 16.5).
- 16.2 We will not provide any Courses during the 14-day window from the date of your booking confirmation email unless you choose to book on a Course with a start date (or an Online Self-Guided Course) within that 14-day window (and there is availability on that Course for you to attend)
- 16.3 For Online Self-Guided Courses, you do not have the right to cancel or transfer your booking and you are **not entitled to a refund** unless the digital content is faulty (see clause 17: 'Course Quality').
- 16.4 To cancel your booking for a Virtual Classroom Course, a Practical Course or a Blended Learning Course, please contact us via the contact details set out above (see clause 2: 'How to contact us').
- 16.5 If you request to cancel a booking for a Course that is due to take place on a specific date (a Virtual Classroom Course, a Practical Course or a Blended Learning Course), and do so:
 - 16.5.1 Up to 48 hours prior to the scheduled commencement of the Course then, subject to availability and at our sole discretion, we will allow you to transfer your booking once at no further cost (other than for a £30 administration charge) to a later scheduled delivery of the same Course. Such a transfer request can be made online using the transfer option on Athletics Hub or by contacting us via the contact details set out above (see clause 2: 'How to contact us').
 - 16.5.2 After 48 hours prior to the commencement of a course and at our sole discretion you will not be entitled to a refund or to transfer your booking other than if this falls within the 14 day cooling off period (see 16.1 above)
- 16.6 We will consider any exceptional circumstances affecting any Participant and may, at our discretion, allow a transfer to another Course. A letter from a doctor or medical

professional may be requested in these circumstances and all decisions will be made at the Course Provider's absolute discretion.

- 16.7 We will issue your refund (if any), less any Cancellation Fee due to us, to the same payment method you used when you made your booking.

17 COURSE QUALITY

- 17.1 We are under a legal duty to supply Courses that are in conformity with our contract with you.
- 17.2 Any digital content (for Online Self-Guided Courses) that we provide to you must be as described, fit for purpose and of satisfactory quality.
- 17.3 All Courses (other than Online Self-Guided Courses) must be provided with reasonable care and skill.
- 17.4 If a Course does not meet the quality requirements in clauses 17.2 or 17.3 above then, you can ask us to repeat the Course (where applicable) or get some money back.
- 17.5 If your digital content (for Online Self-Guided Courses) is faulty, you are entitled to a fix or a replacement. If the fault cannot be fixed, or if it has not been fixed within a reasonable time and without significant inconvenience to you, you can get some, or all, of your money back.
- 17.6 If you can show that a fault in the digital content (for Online Self-Guided Courses) has damaged your device, you may be entitled to a repair or compensation.
- 17.7 This is a summary of some of your key rights. They are in addition to your cancellation rights set out in clause 16 above. For more detailed information on your rights, visit the Citizens Advice website at www.citizensadvice.org.uk or call 0808 223 1133.
- 17.8 If there is a problem with any Courses you have purchased, please contact us as soon as reasonably possible.

18 EVENTS BEYOND OUR CONTROL

We are not liable to you if we fail to comply with these terms because of circumstances beyond our reasonable control.

19 NO MEDICAL ADVICE

The information provided in any Course and supporting materials is generic information about the topic. Each person's circumstances are different and as such, each person will need to seek advice from a qualified medical professional in relation to any health concerns they may have. The Course information should not in any circumstances be considered to constitute, or as a substitute to, medical advice and should not be used to treat or diagnose medical conditions of any kind. We do not accept liability for adverse effects sustained when following guidance in a Course.

20 OUR LIABILITY TO YOU

- 20.1 If we breach these terms or are negligent, we are liable to you for foreseeable loss or damage that you suffer as a result. By 'foreseeable' we mean that, at the time the contract was made, it was either clear that such loss or damage would occur or you and we both knew that it might reasonably occur, as a result of something we did (or failed to do).

- 20.2 We are not liable to you for any loss or damage that was not foreseeable, any loss or damage not caused by our breach or negligence, or any business loss or damage.
- 20.3 We do not accept any responsibility for the loss of, or damage to, your property or for any personal injury however caused, other than due to our breach of these terms or our negligence.
- 20.4 Nothing in these terms excludes or limits our liability for any death or personal injury caused by our negligence, liability for fraud or fraudulent misrepresentation, or any other liability that the law does not allow us to exclude or limit.

21 INTELLECTUAL PROPERTY

- 21.1 The content of the Courses is protected by copyright. You can only download, print, copy or reuse the Course content as set out in clause 21.2 below. You must also comply with the restrictions set out in clause 21.3 below.
- 21.2 You may print off one copy, and may download extracts, of any page(s) from your booked Course(s) for your personal use only.
- 21.3 The following restrictions apply to using Course content:
- 21.3.1 You must not make changes to the paper or digital copies of any Course materials you have printed off or downloaded in any way.
- 21.3.2 You must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.
- 21.3.3 You must acknowledge us (and any identified contributors) as the author of content in the Courses on any copies.
- 21.3.4 You must not use any part of the content in the Courses for commercial purposes without obtaining our prior written consent and a licence to do so from us.
- 21.4 If you print off, copy, download or reuse any part of the Courses other than as permitted under this clause 21, you will no longer have the right to have access to our learning resources and you must, as we request, return or destroy any copies of the materials you have made.
- 21.5 We shall have the right to use any feedback from Participants on the Course and other Course material, in order to improve the Course and for research and teaching purposes.

22 NO THIRD PARTY RIGHTS

No one other than us or you has any right to enforce any of these terms.

23 COMPLAINTS

If you are unhappy with your Course, please contact us as soon as possible via the contact details set out above (see clause 2: 'How to contact us') and we will attempt to resolve any issues, in accordance with our [\[Complaints Policy\]](#).

24 TRANSFER OF RIGHTS

You are not allowed to transfer your rights under these terms to anyone without our prior written consent. We may transfer our rights under these terms to another business without your

consent, but we will notify you of the transfer and make sure that your rights are not adversely affected as a result.

25 GOVERNING LAW AND JURISDICTION

25.1 The laws of Scotland apply to these terms, although if you are resident elsewhere then you will also have rights and legal protection under the laws of that country.

25.2 Any disputes will be subject to the non-exclusive jurisdiction of the courts of Scotland.

MODEL CANCELLATION FORM

Model cancellation form

To Scottish Athletics,

I hereby give notice that I cancel my booking for the following course:

Participant name: *[insert]*

Email address used to book the Course: *[insert]*

URN: *[insert]*

Course code: *[insert]*

Course date: *[insert]*

If on paper, signature of person who booked the Course:

Date: _____

If using this form, please send your completed form:

- by email to: shonamalcolm@scottishathletics.org.uk