



Terms and Conditions for Approved Assessment Centres

Part 1: Policies and Procedures

The Centre:

1.1. Will comply with all relevant laws (including without limitation data protection, health and safety), regulatory criteria and codes of practice as updated and amended from time to time, including the General Conditions of Recognition.

1.2. Agrees to comply with current and any additional requirements from Sports Leaders UK as outlined in its policies, qualification specifications and centre guidance materials (e.g. AAC Manual and Tutor Resources) in doing so takes all reasonable steps to help ensure that Sports Leaders UK is able to comply with its regulatory requirements.

1.3. Has an appropriate and effective system and records for the management of all third party and sub-contracted services and that all policies and requirements will apply to any satellite sites affiliated to the centre, for example remote assessment sites or delivery sites.

1.4. Will ensure the security of any assessment material in respect of storage and the handling process in line with the requirements of Sports Leaders UK.

1.5. Will take all reasonable steps to prevent the loss, theft of, or breach of confidentiality in, assessment materials and should such an incident occur then the centre must immediately inform Sports Leaders UK.

1.6. Will take all reasonable steps to prevent incidents of malpractice or maladministration from occurring and investigate and report to Sports Leaders UK when instances do occur in line with Sports Leaders UK's malpractice and maladministration policy .

1.7. Will have in place robust procedures for preventing and investigating incidents of malpractice and maladministration which are up to date and communicated across the Centre, its satellite centres, sub-contractors and third parties.

1.8. Agrees to notify Sports Leaders UK if the centre wishes to withdraw from offering an approved Sports Leaders UK qualification in accordance with the qualification withdrawal process and/or is unable to continue to offer approved Sports Leaders UK qualifications.

1.9. Will cooperate fully with Sports Leaders UK in cases where either the centre or Sports Leaders UK decides it needs to withdraw the centre from its role in delivering a qualification. This co-operation will be provided whether the withdrawal is voluntary or via the application by Sports Leaders UK of sanctions (in accordance with its sanctions policy).

1.10. Will take all reasonable steps to protect the interests of learners in the case of a withdrawal of a Sports Leaders UK qualification from the centre (e.g. will try to find alternative centres for any current registered learners in order for them to complete the qualification and/or seek certification from Sports Leaders UK for any achievements that learners may have obtained to date).

1.11. Will operate a complaint handling procedure and appeals procedure for the benefit of learners.

Part 2: Staff Resources

The Centre:

2.1. Will appoint an individual to be the named point of contact for the purposes of any communications between the parties and agrees to update centre information immediately should any changes occur to the information held on it by contacting Sports Leaders UK in writing or updating the centre's on-line profile.

2.2. Will retain staff of appropriate size, competence, experience and track record to undertake the delivery of the qualification - this includes taking reasonable steps to ensure their competence where this is required for the assessment of specific qualifications. This includes the requirements of attendance and dissemination of information of a Sports Leaders UK Tutor Training day.

2.3. Has the necessary level of financial, technical and staffing resources and systems necessary to support the delivery of Sports Leaders UK's qualifications.

2.4. Has appropriate staff, resources and systems necessary to support the assessment of units and the award, accumulation and transfer of credits and recording of equivalents and exemptions (where appropriate).

2.5. Will have appropriate administrative systems in place to track the progress of learners towards their target qualifications and to ensure the validity of any claims for certification (e.g. Register and Internal Assessment Records).

2.6. Can hold and transmit securely details of assessment outcomes to Sports Leaders UK.

2.7. Has effective communication arrangements in place to ensure that learners and staff are fully informed of the requirements associated with Sports Leaders UK's qualifications.

Part 3: Qualification Delivery

The Centre:

3.1. Will ensure that it has available sufficient managerial and other resources to enable it effectively and efficiently to undertake the delivery of the qualification as required by Sports Leaders UK.

- 3.2. Will ensure that the appropriate range of relevant and current equipment required to deliver and assess the qualification are available in accordance with the associated qualification specification(s) and that these are reasonably maintained.
- 3.3. Will use buildings that provide access for learners for assessment purposes, in accordance with the Equality Act 2010 and any statutory additions and modifications to it.
- 3.4. Agrees to notify Sports Leaders UK in advance, and seek its approval, if it wishes to deliver, or assess a Sports Leaders UK qualification in another language other than English.
- 3.5. Will register learners for assessment in an efficient manner and which adheres to Sports Leaders UK's registration timetables and in doing so will abide by any restrictions regarding the minimum amount of time that learners must be registered with Sports Leaders UK before certification (usually 4 weeks from course start date).
- 3.6. Will ensure that appropriate and reasonable arrangements are in place to confirm the identity of all learners enrolled at your centre and registered on Sports Leaders UK qualifications.
- 3.7. Agrees to undertake assessments in accordance with any requirements outlined in the associated qualification specification (e.g. specific conditions for certain assessment methods) and in doing so will take account of all admissible evidence generated by each learner.
- 3.8. Will have appropriate internal quality assurance arrangements in place to ensure the effective and efficient delivery of the approved qualifications it will offer (underpinned by appropriate records).
- 3.9. Will ensure that assessments are not undertaken by any person who has a personal interest in the result of the assessment (e.g. Internal Verifiers signing off their own assessments; someone assessing the work of a family member; or someone whose pay is unduly influenced by positive assessment results).
- 3.10. Will have appropriate arrangements and agreements in place with any third parties who provide goods or services to the centre which contribute to the delivery and/or assessment of the qualification(s).
- 3.11. Will have in place effective arrangements to ensure that, as far as possible, the criteria against which learners' performance will be assessed/differentiated are understood by assessors and accurately applied consistently by assessors regardless of the identity of the learner.
- 3.12. Will work in line with any instruction issued by Sports Leaders UK to change the marking of evidence generated by a learner during an assessment.
- 3.13. Will maintain all learner records and details of achievement in an accurate, timely and secure manner for a minimum of three years in line with the requirements of Sports Leaders UK and the Data Protection Act 1998 together with any statutory additions or amendments to

it and make these records available for external quality assurance and auditing purposes, as required.

3.14. Where appropriate to the qualification/unit, have in place arrangements that allow for recognition of prior learning (RPL) and accreditation of prior learning (APL).

3.15. Where appropriate and unless a learner chooses not to have one, have arrangements in place to obtain on behalf of its learners a unique learner number (ULN) and a learner record.

3.16. Where appropriate and where learner consent is given, use access to the record of the learner's previous achievements in their learner record to ensure that opportunities for credit transfer and exemption are maximised.

3.17. Will guard against fraudulent or mistaken claims for certification and registration.

Part 4: Overarching Declarations

The Centre:

4.1. Understands that failure to pay Sports Leaders UK in accordance with the payment terms associated with its qualifications may result in services being suspended and/or qualification approval being removed.

4.2. Confirms it has insurance cover for £5 million against public liability or similar liability arising from activities as an Approved Assessment Centre, or the activities of Tutors at the centre. If based overseas and cannot meet this insurance requirement, the centre confirms that it will meet its home country equivalent. Will ensure that if the centre is based outside of the UK that the same terms and conditions are met as those required of UK centres and that the centre must bear the cost of an additional activities that may be required to verify that the standards are being maintained.

4.3. Will not make any use of Sports Leaders UK's trademarks, trade names, logos or other insignia except as expressly agreed in writing with Sports Leaders UK and in accordance with all of Sports Leaders UK's written instructions from time to time.

4.4. Will not make any statements, advertisements or promotions in relation to the qualifications of Sports Leaders UK that are likely to mislead learners and other users of the qualifications.

4.5. Agrees to take reasonable steps to promptly provide Sports Leaders UK and the qualifications regulators with access to premises, people and records, and to cooperate with Sports Leaders UK's monitoring activities including, but not limited to, providing access to any premises used (including satellite sites).

4.6. Understands and accepts that whilst Sports Leaders UK have a regulatory responsibility to protect the interests of learners, the learners are recruited and registered by the centre and not by Sports Leaders UK and therefore any services the learners receive, or fees they pay are the responsibility of the centre.

4.7. Will assist Sports Leaders UK in carrying out any reasonable monitoring and moderation activities and visits to the centre and to assist the regulatory authorities should they carry out any investigations/monitoring activities in relation to the delivery of regulated qualifications or Sports Leaders UK activities.

4.8 Accepts that each investigation will incur a charge of £250.

4.9. Will promptly notify Sports Leaders UK when it has cause to believe there has, or is likely to be, a major non-compliance with the documented procedures and requirements of Sports Leaders UK and/or associated regulatory requirements.

4.10. Accepts that if the centre is in breach of reasonable requirements specified by Sports Leaders UK and/or associated regulatory criteria that sanctions may be imposed in accordance with the Sports Leaders UK sanctions policy.

4.11. Agrees to notify Sports Leaders UK promptly if the centre is convicted of a criminal offence, or is held by a court or any professional, regulatory, or government body to have breached any provision of Competition Law, Equalities Act 2010 or any amendments to it, or Data Protection Act 1998 or any amendments to it; or is held by a court or any professional, regulatory, or government body to have breached a provision of any other legislation or any regulatory obligation to which it is subject; or becomes insolvent or subject to corporate financial restructuring or bankruptcy proceedings.

4.12. Agrees to notify Sports Leaders UK promptly should a change of control occur in relation to the ownership of the centre (e.g. taken over by another organisation/individual, or there is a material change in governance structure or legal status; there is a merger between the centre and another body, or any insolvency or bankruptcy proceedings have commenced in relation to the centre.

4.13. Agrees to promptly inform Sports Leaders UK of any material changes to the information given in this application. If the centre fails to do so, Sports Leaders UK reserve the right to terminate its approval by written notice to the centre, effective from the date stated in that notice.

4.14. Agrees that if Sports Leaders UK terminates the approval, giving notice in writing, that Sports Leaders UK will immediately cease providing the qualifications (to which this approval relates) and all courses related thereto.

4.15. To the best of its knowledge (having made all due and careful enquiry) there is no information, that if disclosed might reasonably be expected to affect Sports Leaders UK's decision to approve the centre.

4.16. Agrees and understands that if this application is accepted it will form the contract between the centre and Sports Leaders UK and the terms specified in this agreement will be referred to where there is any dispute or disagreement relating to the role and responsibilities of the centre.