

Booking Terms and Conditions

Snowsport England Limited is a company limited by guarantee (Company Number 1517634) and has its registered office at SportPark, Loughborough University, 3 Oakwood Drive, Loughborough, Leicestershire, LE11 3QF, (“SE” or “we” or “us”).

The following terms and conditions (“Conditions”) apply to all bookings (“Booking”) and shall comprise the agreement (“Agreement”) between SE and the person applying to book a course (“you” or “your”).

Candidates must be currently registered and in good standing with SE, such registration provides third party liability insurance. In addition and particularly for courses delivered outside of the UK it is essential that you have further insurance to cover you on your course, including but not limited to cancellation and curtailment and medical and repatriation.

SE provides courses to its members primarily to assist them in the trade, business, craft or profession of snowsport activities. When undertaking any training through SE, you will uphold and observe the SE Code of Ethics. If there is any term of these Conditions which you do not understand, then please contact SE before making any Booking.

1. Booking

- a) Upon completion of the booking process, and acceptance of the Booking by SE, you will have entered into a binding contract with SE, on the basis of these Conditions, creating the Agreement between you and SE. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of SE which is not set out in these Conditions. SE reserves the right not to accept any Booking.

If you are under 18 years of age you must ensure that the booking process is completed by a parent or guardian. Only persons aged 16 or over at the time of their course start date will be accepted on a SE coach or instructor training course, with the exception of our level 1 training course where candidates ages 15.5 years and foundation courses where candidates 14 – 16 years can attend.

- c) Your booking must be accompanied by the stated fee which, subject to these Conditions, is non-refundable and non-transferable. On completion of the booking process, and acceptance of the Booking by SE, a place will be provisionally reserved for you on your chosen course, on the assumption that the course proceeds. Your Booking and the acceptance by SE of that Booking and your payment of the fee does not guarantee that the course will be run. SE reserves the right not to run any course if it does not secure sufficient numbers for that course to be run, as to which it will be sole judge.

Courses outside the UK

If the course is to proceed, you will receive pre-course information and a confirmation invoice, approximately 3 weeks before the start date, for the balance price of the course,

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after taking into account the deposit you have paid. If the course does not proceed then you will receive a refund of the deposit or, at your request, you may choose to transfer that deposit to another course.

Courses in the UK

In the case of UK based courses If the course is to proceed, you will receive pre-course information 3 weeks before the start date. Under certain circumstances, we may need to leave the decision to confirm/cancel until nearer the course start date in order to give the course the best chance of running. In this event, you will be contacted approximately 3 weeks before the start date and given the option to wait another few weeks for the course to be confirmed/cancelled, or to cancel and receive a full refund. If the course does not proceed, you will receive a refund of the monies paid or, at your option, you may choose to transfer those monies to another course.

In the case of courses running outside of the UK a decision to cancel or run the course will be made 6 weeks before the course start date.

IN EITHER CASE YOU SHOULD NOT MAKE OR CONFIRM ANY ARRANGEMENTS FOR TRAVEL TO, ATTENDANCE AT OR SUBSISTENCE DURING THE COURSE (INCLUDING FLIGHTS, TRAINS, TRANSFERS, ACCOMMODATION OR THE LIKE) UNLESS AND UNTIL YOU RECEIVE YOUR PRE -COURSE INFORMATION AND CONFIRMATION THAT THE COURSE WILL GO AHEAD FROM SE.

In the event that you do make any such arrangements prior to receiving your pre-course information and confirmation from SE that the course will go ahead, there will be no refund of the monies paid by you to any third parties.

- d) Prior to booking any course you must read the course content and course pre-requisites to ensure the course is suitable for you. All SE courses require a good deal of (honest) self-assessment by you before you book. If you are in any doubt about whether you are at the right level for your chosen course then you must first contact SE to speak to a tutor before you book the course. By completing the booking process you confirm to SE that you have read and understood the self selection criteria for the course you are attending and that you meet the pre-requisites, where stated. If you accept and do not meet the pre-requisites then you will incur charges as set out in the cancellation policy in Condition 4 below.
- e) Cooling off period - if you enter into an Agreement with SE as a consumer ("Consumer") that is, as an individual acting wholly or mainly outside your trade, business, craft or profession, then the provisions of the Consumer Agreements (Information, Cancellation and Additional Charges) Regulations 2013 will apply to you.

In that event, you may withdraw your offer to enter into a Booking with SE at any time; and you may cancel an Agreement entered into with SE provided that you do so within the period ("Period") (i) beginning when the Agreement was entered into; and (ii) ending at the end of 21 days after the day on which the Agreement was entered into. You do not have to

A decorative graphic consisting of two overlapping, stylized arrow shapes pointing to the right. The top arrow is red and the bottom arrow is blue.

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give any reason for the withdrawal or cancellation. You agree that SE may begin the provision of the course before the expiry of the Period and you acknowledge that in that event if the course is fully or partially performed at the time of cancellation, then you will lose the right to cancel referred to above. In order to withdraw an offer to enter into a Booking or to cancel an Agreement on the basis described in this Condition, then you must inform SE of your decision to withdraw or cancel (as the case may be) by means of any clear statement setting out the decision. In the case of cancellation, you must inform SE in writing.

To meet the cancellation deadline, it is sufficient for you to send the communication concerning the exercise of the right to cancel before the Period has expired. If you withdraw an offer to enter into a Booking, or cancel an Agreement, on the basis described in this Condition, then you will receive a full refund of any amount you have paid to SE in respect of the offer or Agreement, except as specified in this Condition. SE will refund money using the same method used to make the payment, unless you have expressly agreed otherwise. In any case, you will not incur any fees as a result of the refund. SE will process the refund due to you as a result of a cancellation on the basis described in this Condition without undue delay and, in any case, within the period of 21 days after the day on which SE is informed of the cancellation.

- f) You accept that SE courses contain a large element of physical activity and that any physical activity can be strenuous. If you have any medical condition which may be caused or aggravated by such physical activity then, prior to booking, you should seek professional medical advice and if you then book a course, you participate in that course at your own risk. Before booking, you must inform SE if you suffer from any Medical Condition (“Medical Condition”) which may be caused or aggravated by physical activity or which would make it more likely that you might be involved in any incident which could result in injury to you or others on the course. After your booking is accepted by SE (and before commencing your training), you must inform SE of any new Medical Condition which has arisen. SE may inform your Tutor of any Medical Condition. SE reserves the right not to accept a booking on the basis of a Medical Condition.
- g) All correspondence will be sent to the email address entered in your record on the SE system. It is your responsibility to keep the SE Office informed of any change of email address or postal address after booking on to a course. This can be done through your Member’s Area or alternatively in writing by email or letter to the SE Office. You agree that communication maybe made with you by email and that such electronic means of communication satisfies any legal requirement that a contract, notice, information or other communication be made in writing. This Condition does not affect your statutory rights.

2 Invoicing and payment

- a) Payment in respect of your course Booking is due to SE on acceptance of your Booking and must be received in full by the SE Office
- b) Bookings within 6 weeks of the course start date require payment in full at the time of Booking.

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- c) If you arrive at the venue for your course having not paid in full you will NOT be accepted onto the course. You will remain liable for all outstanding balances and until such balances are discharged, your membership and licence will be automatically suspended.
- d) All charges will be in Pounds Sterling and may be made via credit debit card on online booking system
- e) In the unlikely event that the course fee for your Booking advertised on our website or in our literature is incorrect or out of date then we will notify you as soon as reasonably practicable, with details of the correct fee due for the Booking. If the course fee is lower than advertised, then we will refund you any difference. If the course fee is higher than advertised then we will notify you and you will have a right to cancel your Booking and if you wish to do, then you must inform SE of your decision to cancel by means of any clear statement setting out the decision. Refunds will be made within the period of 14 days after the day on which SE is informed of your cancellation, or becomes aware of the lower course fee.

3 Courses

All participants must be appropriately insured for their course. Candidates must be currently registered and in good standing with SE, such registration provides third party liability insurance. In addition and particularly for courses delivered outside of the UK it is essential that you have further insurance to cover you on your course, including but not limited to cancellation and curtailment and medical and repatriation.

- b) SE will not be liable for any physical or financial hardship which may be incurred whilst attending a SE course.
- c) Candidates will receive pre-course information by email to the email address entered in your record on the SE system, or by post to the physical address held by SE.
- d) It is the responsibility of the candidate to ensure that they read the pre-course information (and, where applicable, have completed any pre-course study indicated in the pre-course information).
- e) SE reserves the right to refuse training to any applicant who, in the reasonable opinion of SE or the person undertaking the training (“Tutor”):
 - i. does not meet the pre-requisites, or does not meet or is not likely to meet, the minimum standard for the appropriate grade; or
 - ii. is deemed unsuitable for Snowsport Instructor training; or
 - iii. is a danger to themselves, their Tutor or to any other member of their training group; or
 - iv. is subject (or, during the course of the training, becomes subject) to a Medical Condition not previously notified to SE.



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In the event that an applicant is refused training on this basis, the deposit and any other monies paid will not be refunded.

- f) You accept that you are required to submit to the reasonable instructions and leadership of the Tutor on your course. SE and/or the Tutor reserves the right to remove you from the course if you are in breach of that requirement or if:
- i. you exhibit behaviour which is deemed to be inappropriate, unprofessional and/or detrimental to SE; or
 - ii. you are under the influence of alcohol or drugs (other than as a side effect or contra-indication of a prescribed medication) during course contact time or you engage in substance abuse at any time; or
 - iii. you do not submit to the reasonable instructions and leadership of your Tutor on your course; or iv. you are in material breach of the SE Code of Conduct which can be found here <https://www.snowsportengland.org.uk/wp-content/uploads/2019/06/Coaches-Code-of-Ethics-Conduct-Practice-2015-Final-DRAFT.pdf>
- or
- v. you are a danger to yourself, your Tutor or to any other member of your training group; or
 - vi. you are subject (or, during the course of the training, become subject) to a Medical Condition not previously notified to SE

In the event that you are removed from training on this basis, then the deposit and any other monies paid will not be refunded.

- g) You agree that still and recorded images may be taken of you and/or your group as part of your SE course. These images will be used by Tutors for performance feedback. They may also be used by SE Membership & Marketing for a range of marketing and promotional purposes unless you state in writing that you do not wish your images to be utilised in this way.
- h) SE seeks if at all possible possible to support candidates. If due to unforeseen circumstances a candidate is unable to attend 100% of their course or assessment it is usually the case that the entire course will have to be re taken. However in some circumstances it may be possible for candidates to complete the required training or assessments in other ways. Any request must be put in writing to SE and will be considered on an individual basis
- i) You accept that snowsports are conducted in an open environment, resulting in conditions that can change significantly from day to day and from time to time. SE does not guarantee that the course can be run (or run continuously) on the day or days in question if the course venue is adversely affected by snow, lack of snow, weather or by any other circumstances which hinders or prevents the safe running of the course or elements of the course, as to

which SE and/or the Tutor shall be sole judge. These are all circumstances beyond the control of SE which may require that your course be cancelled or the venue altered.

In booking the course, you agree that:

- i. your course may have to be cancelled or the venue altered and that such cancellation or alteration may occur with little or no prior notice to you, and
- ii. SE is not responsible for your travel and accommodation costs (and other reasonably foreseeable costs which you might incur) in the event of such cancellation or alteration of venue. You agree that the alternative venue may be another resort or artificial slope for all or part of the course. In the event of cancellation of your course, Condition 4 below applies. In the event of an alternative venue for your course, if you choose not to undertake your training at that alternative venue, then there will be no refund of the monies paid to SE for your course.

YOU ACCEPT THAT YOU MAY SUFFER IRRECOVERABLE LOSS IF YOUR COURSE IS CANCELLED OR THE VENUE IS ALTERED. DO NOT BOOK A COURSE WITH SE IF YOU ARE NOT PREPARED TO TAKE THE RISK OF CANCELLATION OR ALTERATION. IF YOU DECIDE TO ACCEPT THIS RISK THEN IT IS THEREFORE ESSENTIAL THAT YOU HAVE YOUR OWN INSURANCE TO COVER YOU ON YOUR SE COURSE. THIS NEEDS TO COVER THE RISK OF CANCELLATION AND/OR CURTAILMENT AND/OR CHANGE OF VENUE AS WELL AS MEDICAL AND REPATRIATION AND THIRD PARTY LIABILITY INSURANCE. IT IS YOUR RESPONSIBILITY TO OBTAIN AND CHECK THAT YOUR INSURANCE IS IN PLACE BEFORE YOU ATTEND ANY COURSE.

- j) Terrain conditions prevailing on your course may not permit all the course criteria to be met and while every effort will be made to assess all course criteria, neither SE nor the Tutor shall have responsibility if the course criteria cannot be met in full. The Tutor shall at his or her discretion have the right to refuse your participation in any element of the course which he, or she, deems to be dangerous or unsuitable, based on the skill you demonstrate during the course, when considered in conjunction with the prevailing piste and snow conditions.
- k) SE shall have no liability for any failure or delay in performance if it is prevented from or delayed by any matter or action which is beyond its reasonable control including, but not limited to, acts of God, weather, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes.
- l) The intellectual property in any materials supplied on courses is and remains the property of SE.

4 Insurance and Cancellations

- a) Unfortunately, due to the nature of the snowsport industry, injuries and accidents are not unusual which is why you are required to arrange to have suitable insurance in place to cover for this unfortunate eventuality. No monies will be refunded by SE where your participation on a course is curtailed as a result of an injury sustained either before or whilst participating in the course or for any other reason including, but not limited to the need to return home

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early because of a family bereavement.

IT IS THEREFORE ESSENTIAL THAT YOU HAVE YOUR OWN INSURANCE TO COVER YOU ON YOUR SE COURSE. THIS NEEDS TO COVER THE RISK OF CANCELLATION AND/OR CURTAILMENT AND/OR CHANGE OF VENUE AS WELL AS MEDICAL AND REPATRIATION AND THIRD PARTY LIABILITY INSURANCE. IT IS YOUR RESPONSIBILITY TO OBTAIN AND CHECK THAT YOUR INSURANCE IS IN PLACE BEFORE YOU ATTEND ANY COURSE.

- b) Cancellations which are made in accordance with Condition 1 e) will be dealt with as set out in that Condition. Cancellation must be notified IN WRITING to the SE Office by fax, email or letter. Verbal instructions to cancel are not acceptable and will not be acted upon by the SE Office unless and until a written cancellation fax, email or letter is received by the SE Office.
- c) SE incurs administration costs whenever a cancellation occurs and levies a fee in order to meet those costs.

Cancellations notified to the SE Office in writing more than 6 months prior to the course start date, will incur a £25 cancellation fee, irrespective of whether the course is confirmed.

- d) Cancellations notified to the SE Office in writing less than 6 months but more than 6 weeks prior to the course start date, will result in loss of deposit, irrespective of whether the course is confirmed. Provided that SE shall use its reasonable endeavours to fill the resulting space on your course, and if it is successful in doing so then a £75 administration fee shall be due by you and shall be deducted from any deposit made, with any balance refunded to you or you may transfer that balance in paying for attendance by you on another course.
- e) Cancellations notified to the SE Office in writing less than 6 weeks prior to the course start date, will result in loss of deposit and liability for the full "balance of payment" for your course booking.

GIVEN THE NATURE OF SNOWSPORT INSTRUCTION, SE MEMBERS NORMALLY REQUIRE MORE THAN 6 WEEKS' NOTICE TO PREPARE AND PLAN FOR BOOKING ONE OF OUR COURSES. IF YOU HAVE CANCELLED WITHIN THIS PERIOD THEN SE REASONABLY ANTICIPATES THAT IT WILL INCUR A FULL LOSS OF YOUR COURSE BOOKING FEE. SE WILL USE ITS REASONABLE ENDEAVOURS TO FILL THE RESULTING SPACE, IN WHICH EVENT YOUR DEPOSIT AND BALANCE OF PAYMENT (LESS A £75 CANCELLATION FEE) WILL BE REFUNDED TO YOU OR YOU MAY TRANSFER THEM (LESS A £75 CANCELLATION FEE) FOR USE IN PAYING FOR ATTENDANCE ON ANOTHER COURSE.

- f) There will be no refunds for your non-attendance of a course without prior written notice, regardless of the reason for your non-attendance.
- g) In the event of cancellation of your course pursuant to Conditions 1 e) or 3 i), then SE will refund to you any monies paid to SE but shall have no other liability to you arising from such cancellation.
- h) SE will refund money using the same method used to make the payment, unless you have expressly agreed otherwise. SE will process the refund due to you as a result of your



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cancellation under this Condition without undue delay and, in any case, within the period of 14 days after the day on which SE is informed of the cancellation (save that in the case of Condition 4 e)), the refund will be made 14 calendar days after the day on which SE has filled the resulting space). Such periods shall be extended as necessary where for any reason SE cannot make the payment to the card which you used to make the payment.

5 General

- a) SE shall take reasonable skill and care in providing your course and, subject thereto, to the fullest extent permitted by law, all warranties, representations, conditions, terms, undertakings and representations of any kind whatsoever, whether express or implied, and whether arising under statute, common law or otherwise, are hereby excluded. SE does not exclude liability for death or personal injury arising through the negligence of SE but, subject thereto, if SE fails to comply with these Conditions, we are only responsible for loss or damage you suffer that is a foreseeable result of our breaking this Agreement or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable.
- b) No variation to these Conditions shall be binding on SE unless agreed in writing and you acknowledge that these Conditions prevail over and supersede any written or verbal communication, including (but not limited to) any terms or conditions which you may seek to apply.
- c) If any provision or part- -provision of these Conditions is or becomes invalid, illegal or unenforceable, then it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. A waiver of any right under these Conditions or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay in exercising any right or remedy provided under these Conditions or by law shall constitute a waiver of that or any other right or remedy. A person who is not a party to the Agreement between you and SE shall not have any rights to enforce its terms.
- d) All personal data collected in booking the course will be used for the purposes of taking payment, administering and delivering the SE course however SE would like to keep you informed of other SE products, services and news items that they feel may be of interest to you and may also pass your details to other carefully selected partners and customers. Please write to SE by fax, email or letter if you do not wish to be kept informed or receive marketing materials in this way.
- e) These Conditions and the Agreement between you and SE shall be governed by and construed in all respects in accordance with English law and you irrevocably agree that the English courts shall have exclusive jurisdiction in respect of any dispute, suit, action, arbitration or proceedings which may arise out of or in connection with these Conditions or the Agreement.



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