

TERMS & CONDITIONS

By becoming a member or renewing online you confirm you have read and agreed to abide by the following terms and conditions:-

ALL CATEGORIES OF MEMBERSHIP

DATABASE: I understand that my details are held on a computer database. I agree that this information can be processed and used within the terms of the Snowsport England National Coaching Scheme and the Data Protection Act. If you do not wish to receive information from us and/or other reputable organisations, please write to us separately.

RULES & REGULATIONS: I note that this is also an application to be a member of Snowsport England Limited, which provides for me to pay £1 as a guarantee (with the exception of Guest and Associate memberships as these are linked to the booking of courses only and not fee paying membership) in the event that the Company goes into liquidation. I agree to be bound by all rules and regulations including disciplinary regulations of Snowsport England, BSS (British Ski and Snowboard) and the International Ski Federation as amended from time to time and agree to comply with the disciplinary and appeals procedures stated therein.

COURSE BOOKINGS

Any changes to bookings made by the website must be received in writing by email and acknowledged.

Candidates who request a transfer from any courses will incur an administration charge of no more than £10 per transfer. Cancellation by candidate will invoke administration charges. Such charges will depend on amount of notification given. Any candidate cancelling within 14 days of the course the full amount paid will be forfeit.

Cancellation due to injury or illness must be accompanied by a letter/note from their doctor/hospital or physiotherapist.

No monies will be refunded for non-attendance of a course without prior notice.

Snowsport England will refund appropriate monies if the decision is made by Snowsport England to cancel all or part of a course.

Snowsport England reserve the right to alter the venue and/or dates without prior notice or warning but in all cases Snowsport England will do their best to notify all concerned within 7-10 days of start date of course. In this event, Snowsport England will refund monies of candidates who become unable to attend, due to the change in dates or if the venue is too distant. But not responsible for accommodation booked by the candidate.

Any persons found under the influence of alcohol or drugs during any course will be removed without refund.

Members under the National Coach Award Scheme will be required to have a DBS check and safeguarding course completed before they hold any licence as from 1st January 2007.

Except for death or personal injury arising through the negligence of Snowsport England, Snowsport England shall not be liable for any loss or damage arising whether in respect of death, bodily injury, illness suffered or contracted, loss, costs, damages or expenses incurred.

In order to benefit fully from the course content candidates will be expected to ski/board during a refresher. If candidates believe that they will be unable to ski during the day they should contact the Snowsport England office PRIOR to attending the day. The Snowsport England office will then liaise with the course tutor to determine whether the candidate will be able to attend the refresher or should defer their attendance to a later date.

INSTRUCTOR/COACHING CATEGORIES

CHILD PROTECTION & COACHES CODE OF ETHICS DECLARATION: I accept that should I fail to abide by the Snowsport England Child Protection Policy my membership of the Coach Award Scheme will be terminated immediately and without notice. In relation to offences or alleged offences against Children, Young Persons or Vulnerable Adults, I confirm that I have not been convicted cautioned or reprimanded, I do not have any pending prosecutions and I have not been disciplined or sanctioned by any other organisation. If any of the above shall occur, I confirm that I will notify Snowsport England immediately and will return my licence and any certificates subsequently upon request.

I will abide by the Snowsport England coaches code of ethics and follow best practice guidelines that are issued and understand failure to comply will result in being disciplined or sanctioned.

ALL COMPETITOR CATEGORIES

DOPING: I have read the Doping Control Regulations and agree to abide by them. I understand that testing for prohibited drugs may take place at competitions or squad training events. If I register as a competitor, I give permission for Doping Tests to be carried out.

Parent/Guardian's countersignature for members under 18.

DOPING: I have read the Doping Control Regulations and I give my permission for Doping Tests to be carried out on my son/daughter/ward. I agree to abide by any regulations concerning Doping Control.

RULES & REGULATIONS: I give my permission for my son/daughter/ward to agree to be bound by all rules and regulations including disciplinary regulations of Snowsport England, BSS (British Ski and Snowboard and International Ski Federation as amended from time to time and agree to comply with the disciplinary and appeals procedures stated therein. More information on www.snowsportengland.org.uk

Athletes Declaration

In consideration of Snowsport England, Snowsport Scotland, Snowsport Wales, or CSWSA registering me as a racer, I, the undersigned, understanding that my signature to this declaration does not limit the obligation of the organiser to prepare and maintain competition courses in accordance with FIS, British and Member Group rules and safety standards then in effect, make the following declaration.

1. FIS, BRITISH AND MEMBER GROUP RULES, REGULATIONS AND PROCEDURES

I understand and accept that my participation at any event which is part of the FIS, British or Member Group calendar is subject to my acceptance of all FIS, British and Member Group rules applicable in connection with such event. I therefore agree to be submitted to such rules, regulations and procedures and to the jurisdiction of the bodies which are in charge of applying them, including but not limited to the exclusive jurisdiction of the Court of Arbitration for Sport CAS in Lausanne, Switzerland, where such is provided by FIS, British or Member Group rules.

2. ACKNOWLEDGEMENT OF RISKS

I am fully aware and conscious of the potential risks involved in competition skiing activities and of the risk caused by speed and gravitational forces, be it during training or during the actual competition. I recognise that there are risks linked with the attempt to achieve competitive results which requires me to stretch my physical abilities. I also know and accept that the risk factors include environmental conditions, technical equipment, and atmospheric influences as well as natural or manmade obstacles. I am further aware that certain movements or actions cannot always be anticipated or controlled and therefore cannot be avoided or prevented through safety measures. Consequently, I know and accept that when I engage in such competitive activities, my physical integrity and, in extreme cases, even my life may be at risk. Furthermore, I know and accept that the above mentioned dangers linked with my participation may threaten third parties within the competition and training area. I will conduct my own inspection of training and competition courses. I will immediately notify the jury of any safety concerns I may have. I understand that I am responsible for the choice of the appropriate equipment and of its condition, for the speed at which I race and for the selection of my line through the course.

3. PERSONAL LIABILITY

I understand that I may be found personally liable to third parties for damages arising from bodily injury or property damage they may suffer as a result of an occurrence linked with my participation in training or competition. I agree that it is not the responsibility of the organiser to inspect or supervise my equipment.

4. RELEASE

To the extent permitted by the applicable law, I release FIS, my National Association, Member Group, and the organisers and their respective members, directors, officers, employees, volunteers, contractors and agents from any liability for any loss, injury, or damage suffered in relation to my participation in FIS, British or Member Group sanctioned competition or training.

5. DISPUTE RESOLUTION

Without limitation to the jurisdiction of any body of competent jurisdiction in connection with the application of the FIS, British or Member Group Rules, regulations and procedures to which I submit as a consequence of my participation at events that are published in the FIS, British or Member Group calendar (see point 1 above), I agree that any dispute which is not to be adjudicated in application of procedures provided for by the FIS, British or Member Group Rules, regulations and procedures, but which arises between myself and the FIS, British Ski and Snowboard, Member Group and/or the organizer of an event in the FIS, British or Member Group calendar, including but not limited to claims for damages of either party against the other arising out of occurrences (acts or omissions) linked with my participation to such an event shall be governed by the laws of England and Wales. This declaration shall be governed and construed according to the laws of England and Wales and to the extent permitted by applicable law shall also be binding on my heirs, successors, beneficiaries, next of kin or assigns who might pursue any legal action in connection with the same

Refund Policy (except Guest & Associate Membership)

If you pay for a *membership* with Snowsport England you have, in accordance with the EU Distance Selling Directive (2000) and as part of UK law under the Consumer Protection regulations (2000) that relate to distance selling, a seven-day cooling off period - during which you have the right to cancel your membership and receive a refund. If you do decide to cancel within the seven days, we will refund your payment within 30 days of your cancellation.

No refund will be given if Snowsport England believes that an individual has benefited in any way from being a member of Snowsport England; e.g. by entering or competing in a Snowsport England event, by having access to coaching materials or by obtaining member discounts.

How to cancel within seven days of taking a membership

Should you wish to cancel your subscription within the seven-day cooling off period, please e-mail us at info@snowsportengland.org.uk or write to us at Snowsport England, SportPark, 3 Oakwood Drive, Loughborough, LE11 3QF. If you have been issued an Instructor/Coaching card must be returned to Snowsport England before a refund will be given.

Guest/Associate Membership

Please note as a Guest or Associate Membership you are not entitled to any of the insurance benefits associate with other membership categories.

Each Guest or Associate membership must have fulfilled all of the course pre-requisites as stated for in each syllabus.

IF YOU HAVE A COMPLAINT If you have a problem during a course or with a membership you must inform Snowsport England on 01509 232323 or info@snowsportengland.org.uk as soon as possible in writing providing all relevant details. Snowsport England aims to deal with all complaints within 3 months of receipt of the complaint in writing. Receipt of any complaint will be acknowledged immediately. Snowsport England, SportPark 3 Oakwood Drive, Loughborough, Leicestershire LE11 3QF Tel: 01509 232323 Email: info@snowsportengland.org.uk

