



National Coasteering Charter promoting safe coasteering

NCC Guide Award Provider and Probationary Provider Agreement

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Introduction and Context

The NCC is established for the objects set out in its constitution.

<http://www.nationalcoasteeringcharter.org.uk/wp-content/uploads/NCC-Constitution-Final-Version-2018.pdf>.

Since its creation, the NCC has also developed and launched a Coasteering Guide Award to help support Guides and the companies they represent to deliver high quality, safe coasteering. The award has been developed to (train where needed) and assess those who wish to be guides. A set of competencies required for all coasteering venues has been identified for the providers to check and develop. It is up to each organisation and guide to make sure they have the relevant location specific training and site knowledge as all venues in the coasteering environment can have unique challenges.

Interpretation

In this Agreement, the following expressions shall have the following meanings unless the context otherwise requires:

Coasteering Guide training - This is where an aspirant guide has received training relevant to leading safe sessions in the intertidal zone.

NCC Coasteering Guide - is the person who has been assessed by a recognised provider of the NCC Coasteering Guide award.

'Full Status' means that the NCC is satisfied that the Provider has all the appropriate systems, premises, equipment, staffing and is able to properly offer courses and training for candidates to enable those candidates to achieve the NCC Guide award.

'Annual Fee' means the fee in an amount at the discretion of NCC, which will be requested by NCC from the Provider, at the end of each calendar year that this Contract dictates, until Termination which must be paid by the Provider on or before the date as stated on the invoice for that relevant year, as part of the consideration for accreditation by the NCC.

'Course Details' means details of all courses that the Provider intends to provide will be supplied to the NCC electronically as per the NCC award admin system requirements. This will be pre-course information and post-course reports and information.

'CMS' means Candidate Management System, the NCC online database

'Course Report' means the information regarding the course will be completed and submitted to the NCC.

'Termination' means the grounds on which NCC or the Provider may end this Agreement such that the Provider will thereafter no longer be or be treated as Accredited by the NCC, as more particularly defined in Clause 5.

'Workshop' means a workshop provided by the NCC on an annual basis for the purposes of developing and operating schemes run by the Provider and Accredited by the NCC.

'Workshop Notes' means notes issued by the NCC to report on the outcome of Workshops.

1. Rights granted

1.1 License to operate the Business.

In consideration of the obligations to be undertaken by the provider (including the payments agreed to be made in clause 2), NCC grants the Provider license to:

- deliver the NCC Guide Award.
- use the Intellectual Property; and
- use the benefit of NCC's knowledge and experience, within the Territory, during the Term and in accordance with the provisions of this Agreement and the Syllabus.

2. Annual Fee

2.1 The provider must pay the agreed fees and be an individual member of the NCC. Fees are due annually on the 31st March.

2.3 **Third-party suppliers.** The Provider shall be responsible for the payment of all invoices due to third-party suppliers.

3. The NCC's obligations

3.1 The NCC shall:

- Assure the quality of course provision as set out in the syllabus.
- Update the syllabus and supporting documents from time to time and inform the Provider in writing of all such updates.
- Provide and maintain a process of Standardisation and Moderation for Providers
- Regularly review the award and syllabus.
- Maintain an online resource providing an accurate database of the training and assessment records of registered candidates and upcoming courses.
- Provide process and personnel for dealing with complaints or appeals.

4. Provider's obligations

The Provider shall at all times during the term, comply with the obligations set out in this section:

4.1 **Provision of the NCC Guide Award.** The Provider shall:

- Deliver the award in line with the syllabus and the training and assessment guidance documents.

4.2 **Promotion.** The Provider shall:

- use its best endeavors to promote and extend their own and the NCC's aim (to promote safe coasteering);
- use its best endeavors to protect and promote the goodwill of their own and NCC's Business;
- not do anything that could or might in the reasonable opinion of the NCC bring their own business or the NCC into disrepute or damage the reputation of their own and/or the NCC's Business.

4.3 Procedures. The Provider shall:

- comply with any policies, procedures, and quality standards, as required by the NCC. (See clause 5)
- Process courses within the agreed timelines set out in the 'Administration Guide'.
- have its own initial complaints handling procedure.

4.4 Competence. The Provider:

- Has a responsibility to themselves and their participants to maintain their currency, effectiveness in their work, and delivery of the guide award.
- Is responsible for verifying the competence of participants.
- Evidence of competence (which includes any prerequisites for attending a course) must be stored by the provider for 3 years. Examples include, but are not limited to:

Log books, First Aid Certification, Membership/Registration with the NCC, Home/Research/Assessment Papers etc.

- Should plan and prepare an appropriate and progressive training course.

4.5 Personal Standards. The Provider:

- must not attempt to exert undue influences and pressures in order to obtain personal benefit or reward.
- They must display high personal standards representing a favorable image of the NCC
- Should have a professional appearance that projects an image of health, cleanliness, compliance with current equipment and PPE requirements, and functional efficiency.
- Should not be under the influence of drugs and/or alcohol whilst delivering training or assessment courses

4.6 Professional Standards. The Provider should:

- Ensure the safety, well-being, and protection of all individuals in their charge, ensuring that all training and assessment demands are not detrimental to the social, emotional, intellectual, and physical needs of the individual.
- Encourage independence by guiding participants to accept responsibility for their own behavior and conduct
- Ensuring their behavior is not misinterpreted or open to allegations of favoritism, misconduct, or impropriety, particularly where physical contact with the participant is necessary within appropriate contexts.
- Ensuring candidates are aware of their qualifications and experience.
- Refrain from public criticism of other colleagues and professionals– the definition of the public in this instance means criticism expressed outside of the appropriate reporting process in place before, during, or after an activity should concerns about practice arise.

4.7 Disclosure of information. The Provider shall:

- Comply in all respects with the General Data Protection Regulations.
- Cooperate with the NCC in instituting programs for auditing candidate satisfaction; measuring quality control issues; and investigating regulatory compliance. They will provide all such assistance, information or documentation as required by the NCC.

4.8 Information technology. The Provider shall:

- use the approved forms and procedures for registering for training and assessment courses.
- keep a personal record of any training and assessment courses delivered.

4.9 **Miscellaneous.** The Provider shall:

- obtain, maintain, and comply with all necessary licenses and consents and comply with all relevant legislation in relation to the delivery of the NCC Guide Award
- not license or authorise any person other than an approved provider to deliver the NCC Guide Award training or assessment.
- Not advertise courses publicly that are below the agreed minimum fees.

4.10 **RIDDOR**

- Providers are required to report **RIDDOR** incidents to the NCC within the time frame stated by HSE (Immediately in the case of death or major injury; or within fifteen days in the case of seven-day injuries) to the NCC award management team and comply with the NCC Incident & Near Miss Reporting procedure.

4.11 **Equal opportunities**

- To be particularly aware of obligations in respect of compliance with sex and race discrimination legislation and also those obligations such as under the Equality Act 2010. This act replaced all of the existing equalities legislation, including the Race Relations Act and Disability Discrimination Act, to bring all key aspects of equality into one, straightforward law.
- Providers must be aware of any reasonable adjustments that need to be made in order to enable candidates to participate in training and/or assessments.

4.12 **Standardisation, Moderation and Currency**

- The provider must comply with the current procedure for Standardisation, Moderation and Currency. (note this work is under review)
- Providers must attend Providers Update Meetings (held annually) and make all reasonable effort to attend the NCC Symposium Bi-Annually

4.13 **Probationary Providers**

- Probationary providers must only work on and provide training under the arrangements for their probationary period.
- Following the completion of the probationary period and submitting all evidence to the NCC there will be a formal acknowledgement of the provider being 'full status'.

5. **Compliance with the NCC's Advice, Guidance and Policies**

5.1 **Safety Advice for Coasteering Providers.** The Provider shall agree to work in line with the advice and guidance found in the document 'Safety Advice for Coasteering Providers' published on the NCC website which the NCC may update from time to time.

5.2 **NCC Policies.** The NCC maintains a range of policies, these are found on the NCC Website and must be upheld at all times.

6. **Insurance and Legal Obligations**

6.1 Compulsory cover. The Provider shall take out and maintain all-risk insurance policies with a reputable insurance company (or companies) with such amount of cover as is appropriate to cover its potential liabilities in connection with this Agreement. Such policy (or policies) shall include:

- Public Liability;
- Professional Indemnity;
- (Where necessary) Employers Liability; and
- Any other cover in respect of other risks that are normally insured against by a person undertaking this type of business.

6.2 Adventure Activities Licencing

- Providers should be aware of their obligations under the Adventure Activities Licencing Regulations when working with those under the age of 18.

6.3 Licenses to use venues

- Many venues in the UK require the landowner's permission to use the sites such as those owned/managed by the National Trust. The NCC aims to work with landowners to keep access to venues which in turn would require the provider to be part of the regional NCC group and join agreements that are accepted.

7. Intellectual property

7.1 The Provider acknowledges that:

- it does not have any rights to the Intellectual Property of the NCC Guide Award or any updates or improvements to it.

8. Commencement, Duration, and Termination

8.1 This Agreement takes effect on the date of payment for Provider Status and, subject to clause 8.2, shall continue for a 1 year period or until terminated by either party giving at least three months' prior written notice to expire.

8.2 The NCC may terminate this agreement with immediate effect (or following such notice period as it sees fit) without prejudice to any of its rights or remedies, by giving written notice to the Provider if:

- the Provider fails to pay any amount due under this agreement on the due date for payment and remains in default not less than thirty days after being notified in writing to make such payment; or
- the Provider commits a material breach of any term of this agreement and (if such breach is remediable) fails to remedy that breach within a period of thirty days after being notified in writing to do so; or
- the Provider repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its or their conduct is inconsistent with having the intention or ability to give effect to the terms of this Agreement; or
- the Provider gives the NCC any false or misleading information, or makes any misrepresentation in connection with their Business; or
- persistent, valid complaints are made to the NCC about the quality of the service provided by the Provider, and the Provider, having received notice of such complaints, fails to improve such service to the reasonable satisfaction of the NCC; or
- the Provider is convicted of a serious criminal offense ; or

- the Provider is in breach of any of its compliance obligations under clause 5.
- The Provider has failed in any of their obligations under clause 4

8.4 The Provider may terminate this Agreement at any time upon giving a minimum of 3 months' notice in writing to the NCC.

9. Consequences of termination

9.1 **Accrued rights.** Any termination or expiry of this Agreement shall not affect any rights or liabilities that have accrued prior to such termination.

9.2 **Cessation of business.** On termination or expiry of this agreement for any reason, the Provider will:

- cease to operate as a Provider of the NCC Guide Award this includes the use of any logos or reference to being a provider in the marketing or public advertisement of their operations.
- immediately stop using the Intellectual Property.

10. Indemnity

10.1 The Provider shall indemnify the NCC for and against all claims, liabilities, costs, expenses (including legal and professional expenses), damages, and losses suffered or incurred by the NCC arising out of or as a result of any and all breaches by the Provider of the terms of this Agreement.

11. Data protection

11.1 Each party agrees that it shall, in relation to personal data processed in connection with this Agreement:

- process the Data in accordance with the General Data Protection Regulations and any other applicable data protection legislation;
- process the Data only so far as is necessary for the purpose of performing its obligations under this Agreement; and
- not disclose or allow access to Data other than by its employees or contractors engaged to perform obligations pursuant to this Agreement, and ensure that all employees or contractors are subject to the points above.

12. Assignment

12.1 This Agreement is personal to the Provider, who may not, assign, transfer, sub-contract, delegate, or deal in any other manner with this Agreement.

12.2 The NCC may, at its discretion, in negotiation, assign, transfer, sub-contract, delegate, or deal in any other manner with this Agreement.

13. Dispute Resolution

13.1 All complaints will be governed and managed in accordance with NCC's Complaints and Appeals Process and Policy.

14. Limitation of liability

14.1 **Unlimited liability.** Nothing in this Agreement shall limit or exclude the liability of either party for:

- Death or personal injury caused by its negligence, or the negligence of its employees, agents, or subcontractors (as applicable).
- Fraud or fraudulent misrepresentation or wilful default.
- Any matter in respect of which it would be unlawful to exclude or restrict liability.

14.2 **Limitations of Liability .** Subject to clause 14.1 above the NCC shall not under any circumstances whatever be liable to the Provider, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for:

- any loss of profit, revenue, or anticipated savings; or
- any loss that is an indirect or secondary consequence of any act or omission of the party in question.

15. General

15.1 **Force Majeure.** Neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control.

15.2 Confidentiality.

- Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except to its employees contractors, or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under this Agreement or as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement.

15.3 **Waiver.** A waiver of any right or remedy shall not be deemed a waiver of any subsequent breach or default. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not:

- Waive that or any other right or remedy.
- Prevent or restrict the further exercise of that or any other right or remedy.

15.4 **Changes to Agreement.** The NCC may amend or update the terms of this Agreement from time to time to reflect changes in its candidates' needs and/or its business priorities. The NCC will give the Provider reasonable notice of any major changes. In these cases, a new Agreement will be provided and signed by the Provider.

15.5 **Severance.** If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal, and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

15.6 Notices.

- Any notice or other communication given to a party under or in connection with this Agreement shall be in writing, addressed to that party at its email address set out in the Provider’s account or such other email address as that party may have specified to the other party.
- This clause shall not apply to the service of any proceedings or other documents in any legal action, arbitration or other method of dispute resolution.

15.7 Governing law. This Agreement, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law of the provider's registered home nation.

15.8 Jurisdiction. Each party irrevocably agrees that the relevant courts shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

15.9 Entire Agreement. This Provider Agreement constitutes the entire agreement between the parties relating to its subject content and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings, and agreements.

16. Signatures

I, the provider, agree to the provider agreement.

Provider Name: _____

Signature: _____

Date: _____