

1st4sport Centre Portal



Terms and Conditions of use

1. Use of the Centre Portal

- 1.1 These terms and conditions (the “Terms”) govern your use of the web site operated by 1st4sport Qualifications (<http://www.1st4sportqualifications.com/>) and all services available, including, but not limited to, any Learner registrations, Achievement uploads and reporting (the “Services”) shall be subject to these Terms.
- 1.2 Please read these Terms carefully. If we accept your application, our agreement will be made on these Terms. By signing the User Registration Form (Appendix A), you confirm that you have read and understood these Terms and agree to them. If you do not agree, you should not continue to use the Centre Portal.
- 1.3 You should only access the Centre Portal if you are an “Authorised User” meaning:
 - you are an employee of a centre recognised by 1s4sport Qualifications to offer qualifications (a “Recognised Centre”); and
 - you have permission from your Recognised Centre to use Centre Portal for the Services for your Recognised Centre and you are the employee allocated with an individual user name and password by 1st4sport Qualifications (see section 2)
- 1.4 Please note that these Terms apply to you as an Authorised User and to the Recognised Centre of which you are an employee, and in agreeing to these by using the Services through the Centre Portal, you acknowledge and warrant that you have authority to bind that Recognised Centre.
- 1.5 1st4sport Qualifications may vary these Terms from time to time at its discretion. Please note that the relationship between 1st4sport Qualifications and Recognised Centres is subject to separate terms, including those set out in the Centre Agreement in respect of providing 1st4sport products and services. In the event of any conflict or inconsistency between these Terms and any other terms in relation to your use of the Centre Portal these Terms shall apply.
- 1.6 A registration from a Recognised Centre shall constitute an offer to purchase Services, which 1st4sport Qualifications may accept or decline at its sole discretion.
- 1.7 Any reference to 1st4sport Qualifications in these Terms shall mean:

1st4sport Qualifications
UK Coaching
2 City Walk
Leeds
LS11 9AR

2. User Names and Passwords

- 2.1 User names and passwords are personal to each Authorised User and access is restricted to the named individual whose details have been registered with 1st4sport Qualifications. Authorised Users shall not permit their username and password to be used by or disclosed to any other third party.
- 2.2 In the event that either the Authorised User or the Recognised Centre has any reason to believe that the individual user name and password may have been lost, disclosed or used by a third party, 1st4sport Qualifications must be contacted immediately. In addition, the Recognised Centre must inform 1st4sport Qualifications immediately if there are any changes to the information supplied on registration, in the event that an Authorised User leaves the employment of the Recognised Centre or if it is no longer appropriate for an Authorised User to have access to, and use of, the Centre Portal. Registration from a Recognised Centre shall constitute an offer to purchase Services, which 1st4sport Qualifications may accept or decline at its sole discretion.
- 2.3 The Authorised User or the Recognised Centre (as applicable) must contact 1st4sport Qualifications by sending an e-mail to cst@1st4sportqualifications.com or by writing to:

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1st4sport Qualifications will revoke the permissions of the relevant Authorised User to access the Centre Portal as soon as reasonably possible after receipt of such notification. 1st4sport Qualifications shall not be liable for any loss or damage suffered by the Recognised Centre prior to withdrawing access following receipt of notice or as a result of any breach of the requirements by the Recognised Centre or the Authorised User as set out in this section 2.

Subject to section 3, if 1st4sport Qualifications suspects that any Authorised User is misusing the Centre Portal or an Authorised User has not accessed the Centre Portal for a period of 12 months or more, that Authorised User's access may be suspended at any time at the sole discretion of 1st4sport Qualifications.

3. Term	<p>3.1 This Agreement shall take effect on the date that the Authorised User first accepts the Terms and accesses the Centre Portal and shall continue until terminated:</p> <ul style="list-style-type: none"> • by either 1st4sport Qualifications or the Recognised Centre giving not less than one week’s notice to the other; • immediately without notice if 1st4sport Qualifications withdraws permission for an Recognised Centre to offer 1st4sport Qualifications; • immediately without notice by 1st4sport Qualifications if the Authorised User ceases to be authorised by 1st4sport Qualifications to use the Centre Portal; or • immediately without notice by 1st4sport Qualifications if the Authorised User ceases to be authorised by his or her Recognised Centre to use the Centre Portal; whichever is the earlier. <p>3.2 1st4sport Qualifications may grant and withdraw the approval of a centre as a Recognised Centre and the authorisation of an Authorised User at its discretion.</p> <p>3.3 The rights and obligations of the parties in relation to the security of data shall survive termination of this Agreement.</p>
4. Payment	<p>4.1 The Recognised Centre shall settle all invoices within 30 days of their date.</p> <p>4.2 The Recognised Centre shall make all payments in full without any set-off, deduction or counterclaim.</p> <p>4.3 If the Recognised Centre defaults in the punctual payment of any sum owing to 1st4sport Qualifications, 1st4sport Qualifications shall be entitled reject any further registrations or certifications until payment has been received of services provided by 1st4sport Qualifications to the Recognised Centre.</p>
5. Liability	<p>5.1 1st4sport Qualifications shall not be under any liability for damage, loss or expense resulting from the failure to give advice or information or the giving of incorrect advice or information whether or not due to 1st4sport Qualifications negligence or that of its employees, agents or sub-contractors.</p> <p>5.2 These Terms set out 1st4sport Qualifications entire liability in respect of the Products and Services. Except as provided in these Terms 1st4sport Qualifications shall not be under any liability, whether in contract, tort or otherwise, in respect of defects in the Products or Services or failure to correspond to specification or sample or for any injury, damage or loss resulting from such defects or failure.</p>

- 5.3 In no event shall any breach of contract on the part of 1st4sport Qualifications or tort (including negligence) or failure of any kind on the part of 1st4sport Qualifications or that of its employees, agents or sub-contractors give rise to any liability for loss of revenue or any consequential or indirect loss or damage arising from any cause whatever.
- 5.4 1st4sport Qualifications liability (if any) whether in contract, tort or otherwise in respect of any defect in the Products or Services or of any duty owed to the Recognised Centre under or in connection with this agreement shall be further limited in the aggregate to the repayment of the amount paid by the Recognised Centre for the Products or Services in question.
- 5.5 Without prejudice to the generality of clauses 5.1 to 5.5, 1st4sport Qualifications excludes all liability for any loss or damage resulting from any attempted submissions through the Centre Portal that have not been entered and processed in accordance with the instructions in the Centre Portal or any submissions that have been entered incorrectly. It is your responsibility, as the Authorised User at the Recognised Centre, to ensure that all data transferred electronically from the Recognised Centre and submitted to 1st4sport Qualifications via the Centre Portal, which shall include but not be limited to details of individual Learners and the information contained therein is fully complete and accurate

6. GDPR

1st4sport Recognised Centres are required to inform their learners that they will register learners' details with us so that we can keep a record of registration and subsequently, award certificates and submit their achievements to relevant Third Party. (Learn more below in when you enrol on a course that leads to a 1st4sport Qualification).

Further details on our Privacy Policy are available: <https://www.1st4sportqualifications.com/privacystatement/>

7. General

These Terms and all contracts made under it between you and 1st4sport Qualifications shall be governed by and interpreted in accordance with English Law. You submit to the non-exclusive jurisdiction of the High Court of Justice in England, but 1st4sport Qualifications may enforce any such contract in any court of competent jurisdiction.

Appendix A

Centre Portal - User registration form

1st4sport Qualifications provides and manages the Centre Portal. It is to be used only for purposes defined by 1st4sport Qualifications and as set out in applicable User Agreement.

Information about the purpose of the Centre Portal and gaining access to this website can be found at <https://www.1st4sportqualifications.com/>

You should not access or use the services provided on this website without being authorised. We will investigate any unauthorised access and may choose to impose penalties in accordance with applicable laws and regulations.

Please email the completed form to cst@1st4sportqualifications.com

Centre Details	
Centre Name	
Centre Number	
Centre Portal User	
Name of User	
Email Address	
Telephone Number	
Role	
Disclaimer	
I have read and agree to the Centre Portal terms and conditions <input type="checkbox"/> (please tick)	
Signed	
Date	

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1st4sport Qualifications
UK Coaching
2 City Walk
Leeds
LS11 9AR

Tel: 0113 290 7610

Email: cst@1st4sportqualifications.com
Website: www.1st4sportqualifications.com

Developing and awarding qualifications for the active learning and leisure industry

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