

British Swimming Limited



**ELITE ATHLETE PARTICIPATION &
SELECTION AGREEMENT & CODE OF CONDUCT**

THIS AGREEMENT is made BETWEEN British Swimming Limited of Harold Fern House Derby Square Loughborough (hereinafter referred to as “British Swimming”) and any person who by virtue of their acceptance of an offer of selection agrees to become a member of any Great Britain senior or junior team in any of the disciplines of the sport of swimming, being speed swimming, diving, water polo, synchronised swimming and open water swimming (“Sport of Swimming”) and/or to become a participant in any programme (“Programme”) administered by British Swimming or the relevant Home Nation swimming association for the development of high performance in the Sport of Swimming and/or any recipient of funding (“Funded Athlete”) from UK Sport and/or any Home Nation Sports Council (together “the Sports Councils”) and/or, on their behalf, British Swimming or other home nation. Persons governed by this Agreement shall be referred to as “Team Member” and the expressions “Team Members” and “Team” shall be read and confirmed accordingly.

This Agreement and its Schedules (and where applicable the agreement in respect of Specialised Equipment annexed hereto) set out the rights and obligations of Team Members. These Rules are designed to cover participation by Team Members in Programmes and attendance by Team Members at events when representing the Team and associated training camps taking place both in Great Britain and overseas.

This Agreement incorporates obligations on the part of Team Members which British Swimming is required to secure from Team Members by virtue of contractual undertakings to its official supplier of swimwear, currently Speedo International Limited (“Official Supplier”), and other sponsors (“Other British Swimming Sponsor(s)”) and the governmental funding agencies Sport England and UK Sport. Such agreements between British Swimming and these commercial and funding partners are necessary both to ensure compliance by British Swimming with its obligations as National Sports Governing Body recognised as such by the Sports Councils and to secure the commercial benefits of sponsorship monies and benefits for the Sport of Swimming to help finance Teams for the advantage of present and future competitors in the Sport of Swimming.

These Rules constitute a legally binding agreement between British Swimming and the Team Member. Any person considering becoming a Team Member should read these Rules carefully so as to understand them and if necessary may seek independent

legal advice. A person should not agree to be a Team Member unless they are able to fully comply with these Rules.

This agreement has been negotiated with specialist sports lawyers representing the interests of Team Members (Brabners Chaffe Street LLP Solicitors of 55 King Street, Manchester M2 4LQ) (Tel No: 0161 836 8800) (contact: Matt Hargreaves or Jason Smith). Brabners Chaffe Street LLP Solicitors have issued a guidance note to assist in consideration of these Rules, which is available on request.

1. In consideration of selection of the Team Member to represent the Team and the obligations undertaken by British Swimming the Team Member accepts the selection and the obligations as defined in Schedule 1 hereof.
2. The Rules set out in Schedule 1 Part 1 apply to Team Members at all times during the Term (as defined in clause 8 below) and are not dependent upon the selection of the Team Member for any particular Team event or activities or any Programme. Team Members wishing to cease to be bound by these Rules during the Term must advise British Swimming of their decision in writing. The Team Member will thereafter be ineligible for selection for any British Swimming Team or Programme and will forthwith cease to be a Team Member or a member of any Programme. Having notified British Swimming of his/her wish not to be bound by these Rules a swimmer will only thereafter become eligible for selection to a Team or Programme if the Team Member shall have first notified British Swimming in writing of his/her wish to be considered for selection for Team events and activities and/or for participation in a Programme and of his/her agreement to again be bound by and subject to the Rules set out in Schedule 1 Part 1.
3. The Rules set out in Schedule 1 Part 2 apply to Team Members who are selected to participate as part of a Team at a nominated competition or training camp. They apply from the moment they commence travel from the Team Member's place of training/residence to join the Team (or member(s) of Team staff) at the designated assembly point until the Team is disbanded or if the Team Member ceases to be a member of the Team (if earlier).

4. British Swimming, for its part, will accept the obligations set out in Schedule 2 and such other obligations on it as are set out elsewhere in this Agreement.
5. The administration of training camps and competition meets shall be governed by the principles set out in Schedule 3.
6. Disciplinary matters will be dealt with according to the procedures set out in Schedule 4.
7. All Team Members agree to be bound by and subject to the British Swimming Disciplinary Code, the ASA/IOS Code of Ethics and the British Swimming/ASA Child Protection Procedures and the British Swimming Doping Control Rules & Protocols (together the “Codes”). The Team Member acknowledges receipt of the current versions of each of the Codes. The Team Member is subject to the rules and regulations of the World governing body for the Sport of Swimming (FINA) and (where appropriate) the European governing body (LEN). British Swimming undertakes to make available to the Team Member or their coach copies of any amendments to any of the Codes and to supply on demand and free of charge the relevant rules and regulations of FINA and LEN as amended from time to time.

It is understood that the ASA Child Protection procedures shall apply to all Team events and activities wherever in the World provided that Team Members shall also comply with any additional requirements notified to them by Welsh Amateur Swimming Association and Scottish Amateur Swimming Association in relation to events and activities undertaken in respectively Wales and Scotland.

8. The parties acknowledge that this Agreement is not a contract of employment and the Team Member’s agreement to become a member of the Team and his or her participation in Team activities will not create an employment relationship between the swimmer and British Swimming.

The Team Member acknowledges that all the obligations and duties which he/she is accepting under this Agreement are conducive to his/her own professional development as a high performance swimmer, and to assist and

enable him to win medals at the Olympic Games and other designated international competitions.

- 9 This Agreement shall be deemed to have commenced on 1 January 2008 and shall expire on 31 December 2012. British Swimming and representatives of the Team Members will meet to review the operation of this Agreement in or about October 2012 with a view to a revised/updated four year Agreement being produced to take effect from 1 January 2013. This Agreement shall however remain in force following the 1 January 2013 unless and until a substituted Agreement shall be put in place subject always to the right of the parties to terminate these contractual arrangements by giving not less than 12 months notice in writing.

10. This Agreement shall be governed by the Laws of England and Wales.

SCHEDULE 1 PART 1

1 **Team Members' General Obligations:**

Team Members must not:-

- 1.1 be involved in, nor persist with, any conduct or activity that he/she knows or ought reasonably to have known may bring the Team Member, British Swimming, the Sport of Swimming or the Sports Councils into disrepute;
- 1.2 be involved in any conduct or activity that he/she knows or ought reasonably to have known may harm the name or reputation of British Swimming, the Official Supplier or any Other British Swimming Sponsor; nor
- 1.3 be involved in any conduct or activity that he/she knows or ought reasonably to have known may harm British Swimming's relationship or contractual obligation with the Official Supplier or any Other British Swimming Sponsor;

subject in all cases to the Team Members' rights pursuant to clause 2.4.5 of Part 1 of this Schedule.

2 **British Swimming Sponsorship and use of the Team Member's Individual Identity.**

The purpose of this Rule is to ensure the continued ability of British Swimming to raise sponsorship money for the Sport of Swimming to help finance Teams for the benefit of present and future competitors.

- 2.1 Subject in all cases to clause 2.4 of Part 1 of this Schedule, the Team Member must be available for team and individual photographs as and when reasonably required by British Swimming for the purposes solely set out in and subject to clause 2.2 of Part 1 of this Schedule.

2.2 Subject to clause 2.4 of Part 1 of this Schedule, the Team Member acknowledges the right of British Swimming to use such team and individual photographs and the right of the Official Supplier and Other British Swimming Sponsors to use such team (but not individual) photographs for the promotion of events in which the Team is participating or in connection with the Team's training programme. Team Members also acknowledge that such team and individual photographs may be used in any annual report published by British Swimming and the members of British Swimming, the Amateur Swimming Association, the Scottish Amateur Swimming Association and the Welsh Amateur Swimming Association and also for reasonable non-commercial purposes of British Swimming and its members.

2.3 In consideration of the rights and benefits contained in this Agreement and of the opportunity for Team Members (subject to eligibility) to participate in the athlete pool arrangement to be administered by a representative committee of current and former athletes (to be appointed by the Team Members) for and on behalf of all eligible Team Members, each Team Member agrees in addition to the specific obligations set forth in Schedule 1 Part 2 below and in all cases subject to and conditional upon clause 2.4 of Part 1 of this Schedule:

2.3.1 to wear, use, carry and promote the products of the Official Supplier ("Official Supplier Products") (or specified items of the Official Supplier Products) whenever in a Team Member capacity: (i) competing, training or, engaging in any Sport of Swimming event wherever in the World; (ii) posing for sporting or promotional photographs; (iii) participating in any public appearance including pursuant to clause 2.3.5 (including, without limitation to the generality thereof, television appearances, shop, store or sale promotions, trade fairs and the like); and (iv) engaged generally in sporting or promotional activities as a member of the Team. The situations described at (i), (ii), (iii) and (iv) shall each be referred to in this Agreement

as a “Team Appearance”. In particular, each Team Member shall wear the Official Supplier Products throughout the continuance of this Agreement at the national and international swimming events at which any Team Member is competing as a Team Member subject always to clause 6 of Schedule 1 Part 2 below (“Permitted Exception”). In the event that any Team Member fails to wear or use the Official Supplier Products when competing in accordance with the above terms, it is acknowledged by the Team Member that British Swimming shall be liable to pay to the Official Supplier a fine of £800 for each such failure. Where such fine is imposed upon British Swimming it is acknowledged and agreed that the Team Member whose actions gave rise to the imposition of the fine shall be liable to reimburse British Swimming for the sums incurred save in circumstances where such Team Member is liable as a result solely of British Swimming’s failure to comply with its obligation to supply or have supplied Official Supplier Products to the Team Member in accordance with clause 1.1.6 of Schedule 2 (in such cases British Swimming shall be solely liable for such fine). For the avoidance of doubt, where a specific item of equipment or clothing is not supplied or is supplied in the wrong size, the Team Member shall use or wear the nearest substitute item of equipment or clothing (as the case may be) previously supplied.

British Swimming shall prior to making payment of the fine to the Official Supplier, in good faith afford the Team Member (or his/her representative) the opportunity to provide an explanation and/or provide evidence to establish that the alleged breach was not committed by the Team Member or was committed by the Team Member as a result of British Swimming’s failure to comply with its obligation to supply appropriate Official Supplier Products to the Team Member in accordance with clause 1.1.6 of Schedule 2 whereupon, at no cost to the Team Member, British Swimming shall correspond

with the Official Supplier in good faith on the basis of any such representations made by or on behalf of the Team Member. Any failure to meet required reimbursement may give rise to a formal complaint being lodged against the Team Member under the British Swimming Disciplinary Code and may further affect the eligibility of the Team Member for team selection in accordance with the appropriate provisions of any British Swimming Team Selection Policy.

- 2.3.2 not to wear or use any products competitive with the Official Supplier Products whilst competing (subject to the Permitted Exception), training or engaged or participating in any Team Appearance.
- 2.3.3 to keep the Official Supplier Products which they wear or use, clean and in good condition (allowing for fair wear and tear) and neither modify nor supplement them, nor intentionally obscure the trade and other distinctive marks appearing on the Official Supplier Products nor display the logo, mark or distinctive identifying sign of any other person, company or legal entity thereon.
- 2.3.4 to permit the Official Supplier and its authorised licensees (solely in respect of the Official Supplier Products) and Other British Swimming Sponsors (solely in respect of the products or services of such Other British Swimming Sponsors (“Other British Swimming Sponsor Products”)) to use the name, nickname, initials, signature, photographs, likenesses, statements and biographical information of the Team Member (“Team Member’s Image”) in connection with the promotion and sale of the Official Supplier Products or the Other British Swimming Sponsor Products (as the case may be) in all media now used or used in the future, including for the avoidance of doubt but not limited to the internet, television, audio and print materials and to agree to attend and participate without

charging any fee (but subject to the right to re-coup expenses in accordance with British Swimming policies and guidelines) for a maximum of twenty-four (24) hours in any calendar year (excluding reasonable travel) at a time or times agreed between the Official Supplier or such Other British Swimming Sponsor and British Swimming having proper regard to the training and competition schedules of the Team for the taking and obtaining of autographs and photographs for this purpose. For the avoidance of doubt, but without limiting the generality of the above, the Official Supplier, its authorised licensees and such Other British Swimming Sponsors shall be permitted to use Team Member's Images on their respective internet web site(s) for the purposes of promoting respectively the Team and/or Official Supplier Products and/or Other British Swimming Sponsor Products.

For the purposes of this clause 2.3 of this Part 1 of this Schedule, British Swimming shall ensure that all uses of a Team Member's Image and personal appearances by the Team Member (as the case may be) pursuant to this clause 2.3 shall be in conjunction with at least four (4) other Team Members (five (5) or more Team Members in total) and (save in respect of Team Members who are personally contracted to the Official Supplier or Other British Swimming Sponsors ("Personally Contracted Athletes")) shall make request of the Official Supplier or Other British Swimming Sponsor (as the case may be) and use its reasonable endeavours to ensure that each such Team Member's Image where featured is shown as generally prominently as those of the other featured Team Members and that each such Team Member's role in any such appearances is generally no more prominent than the role of those of the other appearing Team Members. Further, in all cases, British Swimming shall ensure that the use of the Team Members' Images and personal appearances by Team Members (as the case may be) shall be in a manner that does not (save in respect

of Personally Contracted Athletes) suggest a personal endorsement of the Official Supplier or Other British Swimming Sponsor by any one or more of the featured Team Members.

2.3.5 to agree, if requested by the Official Supplier or any Other British Swimming Sponsor in its discretion to be available, free of charge (but subject to the right to recoup expenses in accordance with British Swimming policies and guidelines), for up to a total of eight (8) separate days for promotional appearances (including international appearances) on behalf of the Official Supplier or such Other British Swimming Sponsor in each calendar year during this Agreement (where, for the avoidance of doubt, the total promotional appearances by each Team Member pursuant to this clause 2.3.5 shall not exceed eight (8) days, such appearances to be determined, as between the Official Supplier and/or such Other British Swimming Sponsors, by British Swimming and where, in respect of any part calendar year, the total number of separate days for such promotional appearances shall be calculated on a pro rata basis) representing the Official Supplier or Other British Swimming Sponsor for as long as is reasonably necessary on each day to achieve the Official Supplier's or Other British Swimming Sponsor's purposes at sports clinics, swimming and sports exhibitions, shops, stores, trade fairs and other locations, meetings and events. British Swimming shall give notice to the Team Member of each proposed appearance as far in advance as is reasonably possible. The Official Supplier and Other British Swimming Sponsors have agreed or shall agree with British Swimming to ensure that any personal appearances do not disrupt or interfere with any Team Member's or the Team's competitive swimming activities and preparation and training therefor. British Swimming shall also ensure that each such appearance by a Team Member pursuant to this clause 2.3.5 shall be in conjunction with at least four (4) other Team

Members (five (5) or more Team Members in total) and shall make request of the Official Supplier or Other British Swimming Sponsor (as the case may be) and use its reasonable endeavours to ensure that (save in respect of Personally Contracted Athletes) each such Team Member's role in such appearance is generally no more prominent than the role of those of the other appearing Team Members and that such appearance (save in respect of Personally Contracted Athletes) do not in any manner suggest a personal endorsement of the Official Supplier or any Other British Swimming Sponsor by any one (1) or more of the featured Team Members.

2.3.6 not to sell, or otherwise dispose of for commercial benefit, the Official Supplier Products which they wear or use without the prior written approval of British Swimming (not to be unreasonably withheld, delayed or conditioned), provided that Team Members shall be entitled to pass on Official Supplier Products which they wear or use to: (i) such Team Member's family; (ii) other Team Members; (iii) other athletes, including without limitation junior athletes; and/or (iv) third parties as charitable donations (in all cases not, for the avoidance of doubt, for any commercial benefit).

2.4 Notwithstanding any other term of this Agreement (save in the case of clause 5.1.19 in respect of which this clause 2.4 shall not apply) British Swimming hereby acknowledges and agrees (and Team Members agree in respect of clause 2.4.7. below) that:

2.4.1 there shall be no use of the Team Member's Image under this Agreement if such use would be detrimental to the reputation of the athlete or otherwise derogatory or offensive or ridiculous;

2.4.2 subject to clause 2.5.1, it shall ensure that no use of a Team Member's Image by or personal appearance of a Team Member for British Swimming, the Official Supplier, any Other British

Swimming Sponsor, pursuant to the WCP (as defined hereafter at clause 5.5.2) and/or otherwise pursuant to this Agreement shall suggest a personal endorsement of British Swimming, the Official Supplier, the Other British Swimming Sponsor(s) or any product, service or brand of the same by any one or more of the featured Team Members. For the avoidance of doubt, every use of the Team Member's Image and all personal appearances of the Team Member shall be in his/her capacity as a Team Member and not in a non-British Swimming context;

2.4.3 it shall use its best endeavours (without incurring cost) to ensure that the Team Member shall be given reasonable notice of any proposed personal appearances and shall confirm his/her availability or non-availability within a reasonable period of such notification. The Team Member shall attend the proposed dates of such personal appearances except where the Team Member can demonstrate to the reasonable satisfaction of British Swimming that for the Team Member to do so would conflict with or otherwise impair the performance of the Team Member's other obligations under this Agreement, in particular as to training and competition or where the Team Member has another reasonable reason for non-attendance;

2.4.4 save where expressly provided otherwise under this Agreement (including in respect of the twenty-four (24) hours of personal appearances under clause 2.3.4), attendance at personal appearances shall be calculated in half-day units (which shall include any travelling time) of not more than four (4) hours each provided that where an appearance is for more than four (4) hours it shall constitute one (1) full day. No appearances shall be in excess of eight (8) hours unless otherwise agreed with the Team Member;

2.4.5 no provisions of this Agreement shall prevent any Team Member entering into personal endorsement and/or sponsorship

agreements/arrangements or other agreements/arrangements of whatever nature provided that such agreements/arrangements do not feature or grant rights in respect of the Team Members in their capacity as Team Members nor could reasonably be regarded as suggesting any endorsement of such personal sponsor by British Swimming;

2.4.6 there shall be no use of the Team Member's Image under this Agreement in or on merchandise and/or premiums without the prior written consent of the Team Member first being obtained; and

2.4.7 it shall ensure that all relevant health and safety laws and requirements are complied with where the Team Member is making a personal appearance under this Agreement.

2.5.1 Notwithstanding any other provision of this Agreement, the Team Members acknowledge that during the period of this Agreement one (1) of the Other British Swimming Sponsors may pursuant to its agreement with British Swimming have:

2.5.1.1 the right to use the Team Member's Image set out in clause 2.3.4; and

2.5.1.2 the right to require personal appearances pursuant to clause 2.3.5;

for the purposes set out in clauses 2.3.4 and 2.3.5 respectively to suggest a personal endorsement of its own Other British Swimming Sponsor Products and those brands under which such Products are promoted and sold pursuant to its agreement with British Swimming and the Team Members agree that they shall follow the reasonable directions of British Swimming at such personal appearances (without prejudice to clause 2.5.2 below).

2.5.2 In respect of and in consideration for each and every such use of any of the rights set out in clauses 2.5.1.1 and 2.5.1.2 British Swimming agrees that:

2.5.2.1 the Team Members used for the exercise of the relevant right shall be paid a reasonable fee to be agreed between British Swimming and the Team Member, or in default of agreement, the fee determined by an independent expert nominated by the Chairman of the Institute of Practitioners of Advertising whose decision shall be final and binding; and

2.5.2.2 the Team Member shall have a right of approval not to unreasonably withheld, delayed or conditioned over the context and use of his/her Team Member's Image including any such images taken during the personal appearances. In this regard British Swimming acknowledges that it must use its best efforts (without incurring cost) to provide or procure the provision of images of the Team Member as soon as possible prior to the proposed use by the said other British Swimming Sponsor and the Team Member acknowledges that he/she must use his/her best efforts (without cost) to provide his/her approval/non-approval within the reasonable time frames of the said other British Swimming Sponsor. If the Team Member withholds approval, he/she must discuss in good faith with British Swimming so as to ensure wherever possible that the approval can be given; and

2.5.2.3 the said Sponsor shall not have the rights of use referred to above in respect of any Team Member where it would place such Team Member in breach of any agreement of such Team Member provided always that such agreement is in existence at the time that the Team Member has agreed to become a Team Member and be bound by the provisions of this Agreement; and

2.5.2.4 if the said other British Swimming Sponsor wishes to use the Team Member's Image either on its Other British Swimming Sponsor Products or on packaging for the same, the Team Member's Image must only be used in a promotional sense and not in a merchandising context where it could reasonably be taken to be a Team Member specific or official product of such Team Member and, for the

avoidance of doubt, clause 2.4.6 shall not apply with respect to the exercise of the rights pursuant to clauses 2.5.1.1 and 2.5.1.2; and

2.5.2.5 even where the Team Member has provided his/her agreement pursuant to clause 2.5.2.2 the provision of clause 2.4.1 still applies as do the provisions of clauses 2.4.3, 2.4.4, 2.4.5 and 2.4.7; and

2.5.2.6 the said Other British Swimming Sponsor shall not be able to exercise the rights referred to in clauses 2.5.1.1 and 2.5.1.2 if the Team Member can show compelling non-commercial reasons why the said Other British Swimming Sponsor shall not be able to exercise such rights.

3 **Medical Considerations**

- 3.1 This Rule does not apply in relation to testing for drugs, stimulants or other prohibited substances or practices which matters are covered by British Swimming Doping Control Rules and Protocols, the World Anti-Doping Code, and the UK Sport National Anti-Doping Policy.
- 3.2 Team Members must conduct themselves in such a reasonable manner so as to obtain and maintain their best possible physical fitness and health.
- 3.3 Team Members must disclose as soon as reasonably possible to the Team Medical Officer any illness and/or injury that may affect their performance or participation in the activities of the Team.
- 3.4 The Team Medical Officer or the Team Manager may request a Team Member to undergo a medical examination/consultation for the purpose of determining the Team Member's physical fitness and health.
- 3.5 To assist with any consultation or examination the Team Member must authorise his or her Medical Practitioner to disclose to the Team Medical Officer the details of all:-

3.5.1 Pre-existing medical conditions (and which the Team Member's Medical Practitioner considers relevant to the Team Member's fitness to perform optimally in training and competition); and

3.5.2 Injuries and/or illnesses (and which the Team Member's Medical Practitioner considers relevant to the Team Member's fitness to perform optimally in training and competition);

and the Team Member hereby waives the obligation of confidentiality owed to him or her by the said Medical Practitioner for the purpose of compliance with this sub-clause and the other provisions of this clause 3 provided always that, if the Team Member has authorised his/her Medical Practitioner to disclose to the Team Medical Officer the details set out in clauses 3.5.1 and 3.5.2 above and such Medical Practitioner refuses and/or withholds disclosure of the same, the Team Member shall not be held to be in breach of this clause 3.5.

3.6 It shall be the personal responsibility of any Team Member having a pre-existing medical condition (in particular a known food allergy) that may affect their participating in Team events and activities to advise the Team Medical Officer (where appointed) or the Team Manager and further the Team Member shall ensure that he or she shall have in their possession any medication or equipment required to treat their medical condition or allergy in the event of a medical emergency.

3.7 In respect of any such consultation or examinations (conducted pursuant to clause 3.4 above) the Medical Practitioner at the written request of the Team Medical Officer stating the reasons for the request, may subject to first obtaining the written consent of the Team Member disclose to the Team Medical Officer the details of any medical condition, treatment or progress of the Team Member.

3.8 A Team Member must return to his or her place of residence if so directed by the Team Medical Officer because in the professional opinion of the Team Medical Officer, the Team Member is unfit or

unable to perform to the best of their ability through illness and/or injury. All reasonable travel and other expenses will be borne by British Swimming.

3.9 Unless the person with parental responsibility for a Team Member who is a minor shall when completing the British Swimming loco parentis form have reserved the right to authorise medical or surgical treatment the Team Medical Officer is authorised to authorise such emergency medical or surgical treatment as deemed necessary, if a Team Member is unable, for any reason, to provide that authorisation themselves. The cost of any such emergency medical or surgical treatment will be paid by British Swimming.

3.10 The Team Medical Officer or any other Medical Practitioner, sports scientist or therapist to the Team (“Medical and Scientific Support Staff”) may subject to obtaining the prior written consent of the Team Member disclose to the Team Manager details of all:

3.10.1 Pre-existing medical conditions; and

3.10.2 Injuries and/or illnesses; and

3.10.3 Results of tests or examinations, and physiological/performance data for which they have consulted a Medical Practitioner, sports scientist or therapist in the twelve months prior to their selection for the Team.

3.11 Any details disclosed pursuant to these provisions will be kept absolutely confidential by British Swimming. British Swimming agrees that all Medical and Scientific Support Staff appointed to the Team agree to be subject to and bound by the British Olympic Association’s Professional Code of Conduct of Medical and Scientific Support Staff (statement January 2000) or equivalent national standards.

4 **Team Selection**

Any Team Member may be made the subject of fines or other sanctions in the

event of any failure to comply with the conditions for selection set out in the relevant Selection Policy. For the avoidance of any doubt this may include, under the terms of any Selection Policy, a condition that the Team Member may by virtue of not complying with a condition of selection be ineligible for selection for future Teams or that further conditions may be imposed in relation to further selection.

5 **Funded Athlete Participation Obligations**

These obligations shall apply to Funded Athletes. The provisions relating to anti-doping are in no way intended to limit the scope of the obligations set out in the Anti-Doping Rules (as defined below) nor to set out in any comprehensive way the scope of the Anti-Doping Rules.

5.1 **Obligations on the Funded Athlete**

The Funded Athlete agrees to:

- 5.1.1 Comply with all the rules of the Funded Athlete's sport in competition;
- 5.1.2 Work towards the attainment of his/her full potential and demonstrate commitment to achieving international competitive success, including completing training and taking part in competitions;
- 5.1.3 Take all possible steps to project a favourable and positive image of sport and of the Sports Councils;
- 5.1.4 Maintain high personal standards of behaviour and not engage in any practice that may bring the athlete's sport or sport in general or the Sports Councils into disrepute;
- 5.1.5 Not to make any adverse comment about the athlete's sport, sport in general or the Sports Councils;
- 5.1.6 Read, understand and comply with all anti-doping laws, rules and drug testing requirements of the athlete's sport including without limitation the World Anti-Doping Code, British Swimming Doping Control Rules and Protocols and the UK Sport National Anti-Doping Policy (together, the "Anti-Doping Rules");

- 5.1.7 Take personal responsibility for any substance he/she ingests;
- 5.1.8 Make himself/herself available for any drugs testing in accordance with requirements of the Anti-Doping Rules;
- 5.1.9 Ensure that any medication or other substance taken in any form is not prohibited or does not contain any ingredients which are prohibited in the athlete's sport;
- 5.1.10 Support drug-free and ethical sporting practices;
- 5.1.11 Neither possess, supply nor use illegal or prohibited drugs;
- 5.1.12 Not knowingly cheat by using performance enhancing substances;
- 5.1.13 Inform medical personnel of their obligations not to use substances and methods prohibited under the Anti-Doping Rules and to take responsibility for ensuring that medical treatment received does not violate the Anti-Doping Rules, particularly the rules of procedure for Therapeutic Use Exemptions;
- 5.1.14 Co-operate with the UK Sport Anti-Doping Testing Programme and other recognised World Anti-Doping Code compliant international anti-doping programmes;
- 5.1.15 Positively demonstrate the values and behaviour required to foster doping-free sport and true excellence in performance;
- 5.1.16 Ensure that British Swimming and the relative funding Sports Council are promptly fully informed of any drug-related offences in which the athlete may be involved;
- 5.1.17 Participate in British Swimming's education programmes in relation to ethics, doping control and personal development;
- 5.1.18 As a condition of any personal financial award of funding ("funding"), comply with the Anti-Doping Rules and if at any time the athlete is found to have committed a doping offence for which a period of ineligibility is imposed to repay on demand to British Swimming, the Home Nation swimming association or the relative Sports Council all or part of any funding that the athlete has received directly or indirectly from British Swimming, the Home Nation swimming association or the relative Sports Council;
- 5.1.19 In the case of a Funded Athlete in receipt of funding from Sport

England make a personal appearance in an ambassadorial capacity at least once per year on Sport England's request at an event to support Sport England's and the Amateur Swimming Association objectives of making England an active and successful sporting nation;

- 5.1.20 Use the award solely towards costs identified by British Swimming or the Home Nation swimming association;
- 5.1.21 Keep copies of all information submitted to British Swimming or the Home Nation swimming association in support of claims for and for awards of funding and keep receipts for all eligible items of expenditure;
- 5.1.22 Allow British Swimming, the Home Nation swimming association or the relative Sports Council access upon reasonable notice to the information referred to in paragraph 5.1.21 and relevant invoices, receipts bank statements and other records; and
- 5.1.23 Inform British Swimming or the Home Nation swimming association immediately of any changes in the Funded Athlete's personal and financial circumstances that in any way affect the Funded Athlete's application for or eligibility to be a recipient of funding.

5.2 Suspension and Termination of Funding

- 5.2.1 Upon becoming aware that the Funded Athlete has a case to answer for possible breach of the Anti-Doping Rules, British Swimming shall immediately notify UK Sport and the relevant Home Nation Sports Council who will immediately suspend any direct funding and all other support to the Funded Athlete pending final determination of the case. The Sports Councils will also suspend all funding and support.
- 5.2.2 If the Funded Athlete is found to have committed a breach of the Anti-Doping Rules for which the Funded Athlete is sanctioned by the imposition of a period of ineligibility, then the suspended payments will be treated as forfeited by the Funded Athlete and

will be retained by UK Sport or the Home Nations swimming association or, on their behalf, British Swimming (as the case may be). Additionally, UK Sport, the Home Nations swimming association and/or, on their behalf, British Swimming (as the case may be) shall have the right to immediate repayment, on demand, of any funding that UK Sport, the Home Nations swimming association or, on their behalf, British Swimming (as the case may be) has made to the Funded Athlete directly or indirectly during the period the Funded Athlete was committing the breach.

5.2.3 If it is finally determined that the Funded Athlete has not committed an offence in relation to which a period of ineligibility is imposed then any suspended payments shall be remitted to the Funded Athlete as soon as possible (without payment of interest or compensation for delayed payment) and any other support that was withdrawn as a consequence of the possible anti-doping rule violation shall be reinstated.

5.2.4 The Home Nations swimming association shall be entitled to terminate any funding it has provided immediately if the Funded Athlete becomes the recipient of funding or other grant of financial assistance from UK Sport or any other Home Nation Sports Council.

5.3 **Independent Contractors**

5.3.1 British Swimming, the Home Nations swimming association, the Sports Councils and the Funded Athlete are independent contractors and nothing in this Agreement between British Swimming, Home Nations swimming association and the athlete shall be taken to construe an employment contract between the parties or any of them.

5.3.2 The Funded Athlete agrees not to purport in any way to represent or hold him or herself out as an agent for British Swimming, the Home Nations swimming association or the Sports Council.

5.4 **Data Protection**

Subject in all cases to clause 3.11 of Schedule 1 Part 1, the Funded Athlete acknowledges that all personal information (including “sensitive” personal information relating to race or ethnic origin, physical or mental health, and other matters covered by data protection legislation) provided by him/her or gathered whilst a member of any programme funded by the Sports Councils for the purposes of that programme may be stored electronically or otherwise, and processed only for these purposes and in connection with that programme (or for other reasonable non-commercial reporting and statistical purposes) by employees, agents and contractors of British Swimming in accordance with the current data protection legislation, guidance, codes of practice and decisions of competent privacy regulators in force for the time being.

5.5. World Class Performance Programme

5.5.1. The following provisions apply to Team Members who are members of the swimming World Class Performance Programme. These provisions apply to such athletes in addition to those contained elsewhere in this Agreement.

General

5.5.2. The World Class Performance Programme (“WCP”) provides financial and other support to high performance athletes who are members of the Programme (“WCP Member(s)”), with the ultimate goal of winning medals for Great Britain at the Olympics, Paralympics and other designated international competitions.

5.5.3. To be eligible for membership of the WCP the athlete must:

5.5.3.1. be eligible to compete for Great Britain at the Olympic or Paralympic Games, and must satisfy the

eligibility requirements of the IOC, the IPC, the BOA, the BPA and FINA (as applicable); and

- 5.5.3.2. the athlete must not be serving a ban from competition as a result of being found guilty of a doping offence or be in receipt of a lifetime funding ban from any of the Sports Councils.

Responsibilities

- 5.5.4. British Swimming and the WCP Member will work together, in a spirit of mutual trust and openness, to further the WCP Member's development as a high performance athlete, and to assist and enable him/her to win medals at international level.

British Swimming will manage and operate the WCP to the best standards achievable with the available funding and shall implement the standard recommended by the Sports Councils from time to time. It will offer to the WCP Member a package of support, that may, in British Swimming's discretion (such discretion to be exercised in good faith) include: training and competition planning and review; coaching support; team clothing and equipment; sports science support; medical services; lifestyle, career and education support; travel and accommodation expenses at designated camps and events; WCO information and advice; BOA/BPA Passport Scheme; and Athlete Personal Award funding.

- 5.5.5. The WCP Member recognises that, as an elite competitor, his/her behaviour will reflect on British Swimming and the Sport of Swimming. Accordingly, he/she agrees to conduct himself/herself in a proper manner at all times while participating in WCP activities and, in accordance with the terms and conditions of this Agreement, will project a favourable and positive image of the Sport of Swimming, the WCP and the lottery programmes.

5.5.6. The WCP Member acknowledges that his/her participation in WCP activities will not create an employment relationship between the WCP Member and British Swimming.

Medical, Fitness and Welfare

5.5.7. The WCP Member agrees to use his/her best efforts and to work with the Programme coaches and the Performance Director to obtain and maintain the highest level of health and physical fitness required for consistent training and competition as an elite international competitor.

5.5.8. The WCP Member shall attend interviews, and/or sports science and medical tests, examinations and assessments, as requested in good faith by the Performance Director. The WCP Member consents to relevant details from such interviews, tests, examinations and assessments being released solely to the Team Manager and/or Performance Director and/or other persons who British Swimming reasonably believes ought to be notified in the best interests of the WCP Member for their consideration and not for any other purpose.

5.5.9. The WCP Member understands that refusal to give consent for the release of details may be considered in relation to his/her selection for funded programmes and representative teams.

Programme Support

5.5.10.

WCP Members agree (in addition to the obligations set out in clauses 2.3.4 and 2.3.5 above) to engage in three (3) days of personal appearances (includes promotions, meetings, photo shoots, interviews, filming or other events) in support solely of the UK Sport Lottery Funded Programmes, upon the reasonable request of British Swimming or UK Sport, such reasonableness

to extend to location, the timings of and notice for such personal appearances. This obligation shall apply to the whole of any year in which the WCP Member was funded by UK Sport, even where his/her membership has terminated at some point during the year. Attendance at such an appearance shall be calculated in half day units of not more than four (4) hours each including travelling time.

5.5.11.

The Sports Councils will only be entitled to make use of the Team Member's Image (solely in respect of WCP Members) in connection with the sole promotion, publicity or explanation of the funded programme and the National Lottery (including the Sports Councils' function as distributor of lottery funds). British Swimming will also be entitled to use such athletes' images for the same purposes, archive and historical record purposes which are non-commercial and pursuant to clause 2.2.

Financial

5.5.12. The WCP Member accepts sole responsibility for managing his/her personal financial and tax affairs, including the payment of any tax which might arise on the funding made available to the WCP Member by UK Sport as part of the WCP or as a personal award.

5.5.13. The WCP Member acknowledges that neither British Swimming nor the Sports Councils have made any deduction from any amounts awarded to him/her in respect of income tax or national insurance contributions.

5.5.14. The WCP Member agrees to pay to British Swimming an amount equal to the amount of any payments which British Swimming may be obliged to make in respect of income tax

and/or national insurance arising out of the payment of grants, or the provision of services and other benefits to the WCP Member. This will not apply where the obligation to make a payment arises as a result of some fault of British Swimming or the Sports Councils, including a misinterpretation of the applicable tax rules.

Termination and Suspension of Membership

5.5.15. Continued membership of the WCP and the Athlete's funding will normally be dependent upon:

- 5.5.15.1. continued funding of the WCP by the Sports Council Lottery Funds;
- 5.5.15.2. satisfactory performance by the WCP Member; and
- 5.5.15.3. the WCP Member's compliance with British Swimming policies, regulations and procedures.

5.5.16. British Swimming may, in its discretion, exercised in good faith, terminate or suspend an athlete's membership of the WCP if:

- 5.5.16.1. the athlete, in accepting membership of the WCP has made a declaration that is untrue;
- 5.5.16.2. it is proved that the athlete has seriously misled UK Sport or any other Sports Council or British Swimming in applying for any programme award or lottery award; or
- 5.5.16.3. the athlete is found guilty of a doping offence under the Anti-Doping Rules for which a period of ineligibility has been imposed.

5.5.17. The WCP Member is entitled to terminate his/her membership of the WCP at any time subject to discussing his/her intentions with the Performance Director beforehand and thereafter giving

written notice to the Performance Director.

5.5.18. Upon termination of his/her WCP membership the athlete shall immediately refund to British Swimming (without set-off or deduction) that proportion of the funding or programme awards which the athlete is already in receipt of and which is intended by British Swimming to relate to any period of time running after the date of termination save in respect of any sums which have been properly spent in good faith by a WCP member prior to termination in anticipation of the performance of the Agreement.

5.5.19. For the avoidance of any doubt, upon termination of an athlete's membership of the WCP or the termination of the provision of funding to such athlete, the obligations upon the Team Member in this clause 5.5 shall no longer apply.

5.6 Funded Athletes shall undertake, participate in and comply to the best of their ability with their Athlete Performance Plan determined by the National Performance Director in consultation with the relevant Funded Athlete's coach. British Swimming acknowledges and agrees that each Funded Athlete shall have the opportunity to make representations in good faith to British Swimming in respect of such Athlete Performance Plan (provided that such representations relate only to material concerns) and that British Swimming shall consider any such representations in good faith. The Athlete Performance Plan shall be subject to review on at least two occasions in any one year.

5.7 Where British Swimming shall have *bona fide* concerns regarding the performance of a Funded Athlete the following protocols shall wherever practicable be observed.

5.7.1 The National Performance Director (or such person as the National Performance Director shall reasonably designate) on behalf of British Swimming shall write to

the Funded Athlete concerned setting out in sufficient detail the concerns.

- 5.7.2 A meeting shall be arranged between the National Performance Director (or his designee), the Funded Athlete's Coach and the Funded Athlete concerned to discuss in open and constructive fashion the issues of concern.
- 5.7.3 An action plan shall be produced by the National Performance Director (or his designee) (such plan if reasonably possible to have the consensus support of all persons attending the meeting) with a view to resolving the issues of concern. The Action plan shall set out a clear timetable, objectives and performance indicators (as appropriate) in order that all involved shall be under no misunderstanding as to the steps required to be taken.
- 5.7.4 Should there be any material failure on the part of the Funded Athlete to achieve any performance indicators within the timetable specified then the National Performance Director may
- 5.7.4.1 Make a recommendation to UK Sport that the Funded Athlete's involvement in the programme is terminated or suspended; and/or
 - 5.7.4.2 initiate disciplinary action against the Funded Athlete under the British Swimming Disciplinary Code

6. Intellectual Property

- 6.1 British Swimming warrants and the Team Member acknowledges that, save in respect of the Team Member's Image which shall at all times be the property

of and remain vested solely in the Team Member, the intellectual property and all rights in, attaching to or relating to the WCP, its other programmes, events, initiatives and marketing and promotional materials is owned by British Swimming and/or UK Sport and the Team Member will not make use of such intellectual property except where permitted or required to do so in accordance with his/her obligations under this Agreement, provided that British Swimming shall grant to the Team Member a royalty free licence in perpetuity to use the intellectual property and all rights in respect of any information which relates specifically to that Team Member, including information relating to the Team Member's performance (e.g. race times, "PBs" etc.) for the Team. For the avoidance of doubt, the Team Members shall be entitled to use such intellectual property and rights for commercial as well as promotional purposes. In any event, no Team Member should use the information in any way whereby it could reasonably be considered that the Team Member was trying to suggest that his/her performance was due to his/her wearing or otherwise receiving the benefit of kit of a manufacturer other than the manufacturer whose kit he or she was actually wearing at the time of the performance. The Team Member agrees that he/she will not use the Trade Marks of British Swimming or the British Swimming Sponsors without the prior written approval of British Swimming. It is hereby acknowledged by the parties that nothing in this Agreement shall prevent the Team Member from referencing his/her relationship to British Swimming and/or the Sports Councils (as defined below) (as the case may be).

6.2 If the Team Member develops any new technology or process with regard to any equipment, training or competition analysis, or other matter which provides or may provide a sport performance benefit and this technology or process is discovered or developed substantially as a result of the performance of his obligations under this agreement or relating to any programme funded by the Sports Councils ("the Developed IP") the Developed IP shall vest in British Swimming by way of assignment. The Team Member hereby assigns all rights, titles and interest that he may have in relation to the Developed IP to British Swimming absolutely provided that the Team Member shall be considered, for the purposes of the Patents Act 1977 only (and not otherwise), as an employee of British Swimming and shall thereby be entitled to a

measure of financial reward and/or compensation (pursuant to the Patents Act 1977) where British Swimming obtains a benefit from the Developed IP.

SCHEDULE 1 PART 2

1 Team Members Obligations

Subject in all cases to clause 2.4 of Part 1 of this Schedule, Team Members shall:

- 1.1 comply with reasonable directions issued by the Executive Committee (where established) and reasonable directions of the Team Manager.
- 1.2 not be involved in nor persist with any conduct or activity that he/she know or ought to have known may bring the Team Member, British Swimming or the Sport of Swimming into disrepute.
- 1.3 not be involved in any conduct or activity that he/she knows or ought to have known may harm the name or reputation of any British Swimming Sponsor nor British Swimming's relationship or contractual obligation with any British Swimming Sponsor.
- 1.4 not knowingly be involved in a situation which may bring the Team Member into disrepute, contempt, scandal or ridicule.

2 Code of Conduct

Team Members shall observe the following:

- 2.1 Smoking by Team Members is prohibited.
- 2.2 British Swimming has a Dry Team Policy, which means that from the day upon which a Team is assembled until it is disbanded, no Team

Member is allowed to drink alcohol or to purchase or knowingly have alcohol in their possession without the consent of the Team Manager. This policy may only be relaxed for celebrations or other occasions involving (in either case) the Team as a whole at the discretion of the Team Manager.

3. **Sponsorship and Team Clothing**

The purposes of this clause are to ensure the continued ability of British Swimming to raise funds to finance the Team and the support services provided to the Team and for the benefit of present and future competitors.

Subject in all cases to clause 2.4 of Part 1 of this Schedule and clause 6 below Team Members agree in addition to the general obligations set out in Schedule 1 Part 1 above:

- 3.1 To wear only the sports clothing authorised and/or supplied by British Swimming at all Team Appearances (as defined in clause 2.3.1 of Part 1 of Schedule 1).
- 3.2 Not to wear or use any sports clothing, footwear or equipment other than as expressly authorised by British Swimming at Team Appearances (as defined in clause 2.3.1 of Part 1 of Schedule 1).
- 3.3 To keep all official Team clothing, footwear or equipment as supplied to them and/or authorised by British Swimming in good condition (allowing for fair wear and tear) and not to modify them in any way or attach anything to them and to ensure that the relevant authorised supplier's trade mark and/or name are clearly visible on the items.
- 3.4 Not to have tattooed or branded on their body any name, logo or design of any commercial entity.

The Team Member's agreement as specified above is subject to the right of the Team Member to be involved in individual promotional activities a reasonable time after the completion of their event. For the avoidance

of doubt, a reasonable time would normally be the day following the event or thereafter.

4 **Press Conferences**

When attending a Team competitive event the Team Member agrees to comply with the provisions of the British Swimming Media Protocols issued to the Team Members.

5 **Attendance**

A Team Member having accepted an invitation to any training activity shall attend such activity promptly and fully. A Team Member shall only be excluded attendance for good reason (e.g. ill health or family bereavement) and then only when the earliest practicable notice is given in writing (preferably by fax or e-mail transmission) to the Team Manager.

6. **Specialised Equipment**

Any Team Member wishing to exercise freedom of choice in the selection of any items of Specialised Equipment (as designated from time to time by the British Olympic Association, National Olympic Committee pursuant to the provisions of the Olympic Charter (“BOA”)) agrees to enter into an agreement with British Swimming in the form set out in the Appendix to this Agreement. For the avoidance of doubt, where a Team Member enters into an agreement in the form set out in the Appendix to this Agreement, British Swimming acknowledges and agrees that the Team Member shall be entitled to wear such Specialised Equipment provided that such Specialised Equipment shall not, bear the logo, marks or other distinctive marks of any other person, company or legal entity.

British Swimming agrees in good faith to present to the BOA any reasonable representations put forward by representatives of the Team Members in connection with a request for designation of any item as Specialised Equipment provided that British Swimming reserves the right upon prior notification to such representatives to oppose such request in discussions with the BOA.

SCHEDULE 2

Team Member Benefits

1 **Team Member Benefits**

1.1. British Swimming will provide each Team Member with the following benefits in each case at levels reasonably determined by British Swimming:

1.1.1. coaching and medical support;

1.1.2 travel, accommodation, meals and group transport in respect of the Team events and the Team training camps (including, for the avoidance of doubt, overseas Team events and overseas Team training camps);

1.1.3 personal injury and loss insurance;

1.1.4 administrative support to enable the Team Member's participation at the Team events;

1.1.5 costs of emergency medical or surgical treatment; and

1.1.6 team uniform, training and competition apparel and other items of clothing as reasonably determined by British Swimming (including, for the avoidance of doubt, Official Supplier Products) in sufficient quantities reasonably determined by British Swimming and of sufficiently high quality and delivered in a timely manner to enable the Team Member to comply with his/her obligations set out in Schedule 1 and to in no way adversely affect the performance of a Team Member or such Team Member's exercise of his/her rights and/or performance of his/her obligations under this Agreement at competitions and/or

associated training. For these purposes, British Swimming acknowledges that nominated representative(s) of the Team Members shall have the right to make representations in respect of the provisions of team uniform, training and compensation apparel and other items of clothing (including Official Supplier Products), including as to the appropriateness of its quality, quantity and timings of its delivery. Upon any such representations being made, British Swimming shall consider the same in good faith and shall use its reasonable endeavours to resolve any identified problems, including (if appropriate) making representations to the Official Supplier in respect of the provision of Official Supplier Products.

2 **Additional Athlete Benefits**

2.1 Athletes shall be entitled:

- 2.1.1 to be reimbursed (in accordance with British Swimming's policies and procedures regarding expenses as amended from time to time) any expenses properly incurred by them in attending at any press conference or photo session or promotion day as described in Schedule 1 and/or any other personal appearance made pursuant to this Agreement.
- 2.1.2 to receive public relations and media advice and training as reasonably determined by British Swimming.
- 2.1.3 to receive any prize monies which are awarded as a result of that Team Member's performance at an event. Where such prize monies are not paid directly to the Team Member, but to British Swimming in the first instance, British Swimming shall pay such monies to the Team Member as soon as reasonably practicable without any deductions being made.

3 **Signing Off**

- 3.1 Where a Team Member shall at his/her own request and with the agreement of the Team Manager have signed off from the Team, then he/she shall forthwith relinquish all rights and privileges associated with membership of the Team (including, for instance, accreditation and airport transfers and check-in facilities). Any support given to any such Team Member in an emergency shall be without obligation and entirely at the discretion of the Team Manager. For the avoidance of doubt, signing off will not involve the Team Member losing their rights of travel.
- 3.2 A Team Member may temporarily sign off with the agreement of the Team Manager. There shall be agreed a specific period for the operation of the signing off. During this period all rights and associated privileges of the Team Member shall be suspended and the Team Member shall absent himself/herself from the team accommodation. For the avoidance of doubt, Schedule 1 Part 2 of this Agreement shall continue to apply.

SCHEDULE 3

Team Meets

- 1 All matters relating to the programme and events and activities comprised within any Team event or training camp shall remain at the discretion of the National Performance Director subject to paragraphs 2 and 3 below and shall be notified to Team Members.

- 2 Any material concerns of Team Members relating to the arrangements for Team events and training camps may be raised with British Swimming by a representative(s) of the Team Members through the forum of the athlete leadership group.

- 3 Such representations shall be made to the Team Manager or National Performance Director or other appropriate individual within British Swimming who will then consult (and, for the avoidance of doubt, is obliged to consult) in good faith with the Team Members and coaches comprised in the Team. The decision of the National Performance Director shall be final and binding.

SCHEDULE 4

Disciplinary Procedures and Sanctions

1. **Termination of Team Membership**

- 1.1 British Swimming may terminate a Team Member's membership of a Team by giving written notice to the Team Member if the Team Member shall commit a serious breach of any of these Rules and the continued participation of the Team member in the Team is considered by the Team Manager to be seriously detrimental to the interests of the Team, British Swimming or the individual Team Member concerned.
- 1.2 If a Team Member's membership of a Team is terminated the Team Member shall immediately return to their place of training/residence. All reasonable travel and other expenses shall be borne by British Swimming.

2. **British Swimming Disciplinary Rules and Protocols**

- 2.1 Whether or not a Team Member shall be liable to have his/her membership of the team terminated under clause 1 above then in addition to or as an alternative to such sanction the matter may be referred by British Swimming to the Judicial Tribunal in accordance with British Swimming Disciplinary Code.
- 2.2 In respect of any breach of any Rules in this Agreement and whilst acknowledging that the matter may subsequently be referred to the Judicial Tribunal the Team Manager is authorised in full consultation with the Executive Committee (where appointed) and National Performance Director (if applicable) to take such action in the light of any incident as he/she considers necessary or desirable in the interests of the Team, British Swimming, any affected British Swimming

sponsor and the individual Team Member concerned. This may include, by way of example only, the imposition of a temporary suspension from all or any Team activities, the offering of advice or warning as to future conduct but may not include the imposition of any financial penalty. Any Team Member may be supported in any meeting with the Team Manager by a friend who will be the Coach allocated to the Team Member (if any) or any other person being a member of the Team who shall agree at the request of the Team Member to attend the meeting and support the Team Member as a friend.

- 2.3 The Team Manager shall in his/her report upon the Team provide British Swimming in a confidential report addressed to the Chief Executive containing full details of any incidents that occurred and of any action taken in respect of such incidents.

Appendix

AGREEMENT

for

Swimmers

Choosing to use a Bodysuit whilst participating

as a Member of a British Swimming Team

The parties to this Agreement are as follows:

1. British Swimming Limited of Harold Fern House, Derby Square,
Loughborough Leics LE11 5AL (“British Swimming”)

[Name of Swimmer] of [
]

(referred to as "I" or "me")

Terms and Conditions

In accordance with the provisions of clause 6 of Schedule 1 Part 2 of the British Swimming Selection Agreement and Code of Conduct with regard to athlete freedom of choice in the selection of equipment designated by the British Olympic Association as Specialised Equipment for the purposes of Bye-Law 8.3 to Rules 31 and 32 of the Olympic Charter I agree to comply with the following conditions in respect of my election to exercise freedom of choice of a Bodysuit (as defined below).

1. **Definitions**

Defined terms in this Agreement shall have the meaning(s) given in the British Swimming Selection Agreement and Code of Conduct (“Selection Agreement”) unless otherwise expressly defined in this Agreement.

“Bodysuit” means a swimsuit not bearing any commercial branding or distinctive marks of any manufacturer or personal sponsor (except as manufactured or supplied by British Swimming’s official sportswear supplier) to be worn in a swimming competition at any swimming event at which a British Swimming Team is competing which covers the body of the swimmer in one of the ways illustrated in schedule 1 and which complies with any other technical specifications required by British Swimming to ensure that the swimsuit is acknowledged by British Swimming as Specialised Equipment. The diagrams set out in Schedule 1 are acknowledged by the parties as general illustrations only of the extent of the body required to be covered by the Bodysuit.

“Specialised Equipment” means such clothing and/ or equipment acknowledged by the BOA from time to time as having a material effect on the performance of athletes, due to the specialised characteristics of the clothing and/ or equipment.

“British Swimming Team” means any senior or junior team representing Great Britain in any of the disciplines of the Sport of Swimming.

2. **Team Clothing**

2.1 British Swimming hereby acknowledges that I shall be entitled to wear the Bodysuit in my absolute discretion provided that I agree to wear the Bodysuit which shall have been inspected by the Team Manager when competing in events as a member of a British Swimming Team and in associated competition warm-up and training activities

2.2 I agree that at all times when participating as a Team Member of a British Swimming Team and appearing in a British Swimming Team context (except to the extent I am permitted to wear the Bodysuit which British Swimming agrees is to be supplied to me under clause 2.1) including when I am at any competition venue, in all competitions, pre-competition warm-ups, award ceremonies, photo sessions, press conferences, interviews in training or at any other time as directed by the Team Manager, I shall wear the clothing and footwear as supplied to me by British Swimming or any British Swimming official supplier.

3. **Promotion and Advertising**

I agree not to promote, advertise or publicise or appear or participate in any advertising, promotion or marketing activity for or on behalf of any manufacturer or supplier of any Bodysuit in which any representation or reference is made to British Swimming, any British Swimming Team, my membership of, participation or performances whilst representing any British Swimming Team.

4. **General**

I understand that this Agreement and its conditions are supplemental to the Selection Agreement. As such I understand that as a member of the Team I am obliged completely to fulfil all my obligations in this Agreement and the

Selection Agreement I agree that my selection and continued membership of the Team are conditional upon me complying with the terms of this Agreement and the Agreement and that should I breach this Agreement or the Selection Agreement, the provisions of Schedule 4 of the Selection Agreement (which relate to breaches) will apply.

5. **Confidentiality**

The parties agree to take all reasonable measures to keep the terms of this Agreement confidential and further agree not, without the prior written consent of the other, to disclose any of the terms of this Agreement to any third party other than its professional advisers or as required by law and then subject to a condition of confidentiality. This obligation of confidentiality shall not apply to any terms which are already, prior to the date of this Agreement, legitimately in the public domain.

6 **Term and Termination**

6.1 This Agreement shall come into force on the date hereof and shall remain in force until such time as the parties otherwise agree or unless terminated in accordance with clause 6.2 below.

6.2 Either party may terminate this Agreement if the other has committed any material breach of any of the terms contained in this Agreement, provided that in the case of any breach capable of remedy has after written notice failed within 28 days to remedy that breach, whereupon all rights granted by the parties shall forthwith cease. Any such termination shall be without prejudice to any rights or remedies available to either party under this Agreement at law or in equity and shall not affect the accrued rights or liabilities of either party.

7 **Governing Law**

The Agreement is subject to and shall be construed in accordance with the laws of England and Wales and the parties hereby agree to comply with clause 9 of the Selection Agreement (which relates to jurisdiction).

Signed

Signed

.....

For and on behalf of
British Swimming

Осгорег. 3001

БЕРИЛЛЕД 2ЖИМЧИГ БОДУУЛ АВЕГЛЭГЭ

Date