



**SELECTION AGREEMENT & CODE OF CONDUCT
FOR COACHES, MEDICAL, SUPPORT STAFF &
OTHER PERSONS**

2023

THIS AGREEMENT is made BETWEEN British Swimming Limited of Pavilion 3, SportPark, 3 Oakwood Drive, Loughborough University LE11 3QF (hereinafter referred to as “British Swimming”) and any person in any of the disciplines of swimming, diving, high diving, water polo, artistic swimming, para-swimming and open water marathon swimming (“the Disciplines”) who by virtue of their acceptance of an offer of selection via a selection policy agrees to become a member of any Team for an Event being a Competition, Training Camp and/or Performance Activity (“Team Member”).

In this agreement and its Schedules (together being “the Agreement”), all capitalised terms including those above shall have the meanings set out in clause 14 below or as otherwise set out in this Agreement.

This Agreement sets out the rights and obligations of British Swimming and Team Members. Where an individual is to become a Team Member, British Swimming shall, as soon as reasonably practicable, notify the individual in writing of the date that they will become a Team Member.

This Agreement is designed to cover participation by Team Members in Events, whether a Competition and/or Training Camp and/or Programme Activity.

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 Principal Partner, Official Outfitting Supplier and Other British Swimming Sponsors and the governmental funding agency 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 a National Sports Governing Body recognised as such by UK Sport and to secure the commercial benefits of sponsorship monies and benefits for the Disciplines to help finance British Swimming Teams/Squads for the advantage of present and future competitors in the Disciplines.

This Agreement also incorporates obligations on the part of Team Members to British Swimming to support the wider development of the Disciplines.

This Agreement constitutes a legally binding agreement between British Swimming and the Team Member. Any person considering becoming a Team Member should read this Agreement carefully so as to understand it and if necessary seek independent legal advice. A person should not agree to be a Team Member unless they are able to fully comply with this Agreement.

British Swimming acknowledges that Team Members may participate in Teams on a voluntary basis, and that such Team Members are committed to improving the Disciplines at all the levels and to achieving the highest possible standards for competitors from Great Britain in the Disciplines at all levels.

Electronic copies of this Agreement, the Codes, Regulations, Policy, Whistleblowing Policy and Privacy Policy are available on the British Swimming website (the Codes, Regulations and Policy as are defined below). The British Swimming website will also contain contact details in the event that (i) any person is unable to download this Agreement, the Codes, Regulations, Policy, Whistleblowing Policy and Privacy Policy; and/or (ii) any person requires this Agreement, the Codes, Regulations, Policy, Whistleblowing Policy or Privacy Policy in another form, for example, in braille or large print. All requests will be considered on their merits on a case by case basis. In circumstances where an individual has been classified as having an intellectual impairment, British Swimming shall use all reasonable endeavours to communicate the contents of this Agreement, the Codes, Regulations, Policy, Whistleblowing Policy and Privacy Policy to such individual in the most appropriate manner and form in liaison with the parents, guardians, other responsible person (such as another family member or partner) or advocate where relevant.

British Swimming also agrees that in any case where there is an actual or alleged breach of this Agreement by an individual who has been classified as having an intellectual impairment, in considering whether or not there has been any such breach and/or in determining whether or not it imposes any sanction and, if so, what that sanction should be, British Swimming shall

reasonably consider and take into account whether or not the individual classified as having the intellectual impairment understood this Agreement notwithstanding (i) that this Agreement was signed by the individual with the intellectual impairment and/or by a parent, guardian or other responsible person on the individual's behalf; and (ii) that British Swimming had discharged the reasonable endeavours obligation set out immediately above. British Swimming will in good faith hear reasonable representations relating to this.

1. In consideration of selection of the Team Member for the Team and the obligations undertaken by British Swimming the Team Member accepts the selection and the obligations as defined in Schedule 1 and such other obligations as are set out elsewhere in this Agreement.
2. Team Members wishing to cease to be bound by this Agreement including the obligations in Schedule 1 and such other obligations as are set out elsewhere in this Agreement must advise British Swimming immediately of their decision in writing to the Team Leader. The Team Member will forthwith cease to be a member of the Team and will thereafter be ineligible for selection for any Team selected by British Swimming. Having notified British Swimming of their wish not to be bound by this Agreement an individual will only thereafter become eligible for selection to a Team if the individual shall have first notified such person nominated by British Swimming in writing of their wish to be considered for selection for a Team and of their agreement to again be bound by and subject to this Agreement including those obligations set out in Schedule 1 and such other obligations as are set out elsewhere in this Agreement.
3. The obligations set out in Schedule 1 apply to Team Members from the moment they commence travel from the Team Member's place of residence to join the Team 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) except for the obligation in clause 8.3. of Schedule 1 which comes into full force and effect in accordance with clause 9.
4. British Swimming for its part will accept the obligations set out in Schedule 2 and such other obligations as are set out elsewhere in this Agreement.

5. The administration of Events shall be governed by the principles set out in Schedule 3 and such other principles and obligations of British Swimming as are set out elsewhere in this Agreement.
6. Disciplinary matters will be dealt with according to the Disciplinary Procedures and Sanctions set out in Schedule 4.
7. All Team Members agree to be bound by and subject to the British Swimming Judicial Code, the British Swimming Child Safeguarding Policy and Procedures and/or relevant Home Nation Child Safeguarding Policy and Procedures, the British Swimming Anti-Doping Rules and the UK Sport Data Protection Protocol (together the “Codes”). All Team Members agree to be bound by and subject to the Betting and Integrity Regulations (Schedule 5) and the Social and Digital Media Policy (Schedule 6) (respectively the “Regulations” and “Policy”). The Team Member is subject to the rules and regulations of the world governing body for the Disciplines (World Aquatics) or the world governing body for the Sport of Paralympic Swimming (World Para Swimming (WPS)) and (where appropriate) the respective European governing bodies (LEN or EPC). British Swimming undertakes to make available (in the formats referred to above on request) to the Team Member copies of any amendments to any of the Codes, Regulations, Policy and this Agreement and to supply on demand and free of charge the relevant rules and regulations of World Aquatics, WPS, LEN and EPC as amended from time to time.

It is understood that the British Swimming Child Safeguarding Policies and Procedures shall apply to all Events wherever in the world provided that Team Members shall also comply with any additional requirements notified to them by Swim England, Swim Wales or Scottish Swimming (“the Home Nations Swimming Associations”) in relation to Events undertaken in respectively England, Wales and Scotland.

8. Save in respect of those persons who are separately subject to a contract of employment with British Swimming the parties acknowledge and agree that British Swimming, the Home Nations Swimming Associations, the Sports Councils and the Team Member are independent contractors and nothing in this Agreement between British Swimming, the

Home Nations Swimming Associations, the Sports Councils and the Team Member shall be taken to construe or create an employment contract between the parties or any of them.

The Team Member acknowledges and agrees that all the obligations and duties which they are accepting under this Agreement are conducive to their own professional development within the Disciplines. British Swimming and the Team Member agree to work together, in a spirit of mutual trust and openness, and with full commitment to the principles of equality, diversity and inclusion, to further the Team Member's professional development within the Disciplines.

9. This Agreement shall constitute an agreement between you and British Swimming from the date that you confirm your acceptance of selection pursuant to clause 9. until the end of the period set out in the Selection Letter. You are obliged to sign, date and return that Selection Letter by whatever appropriate and reasonable format required by British Swimming, including by electronic means to confirm your acceptance of the selection and that such selection is subject to the terms and conditions of selection including this Agreement. If you do not you shall, in any event, be deemed to accept this Agreement as soon as you begin to receive any of the rights/benefits set out in this Agreement.
10. The Team Member acknowledges and agrees that British Swimming may at any time amend, vary or replace this Agreement and the Team Member shall immediately be bound by such amended, varied or replaced Agreement following notification that such Agreement has been amended, varied or replaced.
11. The parties and, in particular, the Team Member agrees that the Team Member shall, after the end of this Agreement pursuant to clause 9 above, continue to be bound by the provisions of clauses 5 and 6 of Schedule 1, for a period of 12 (twelve) months ("the Retrospective Period") and that British Swimming shall be entitled to invoke the Disciplinary Procedure and Sanctions pursuant to clause 7 of Schedule 1 in respect of any breach of such clauses 5 and 6. This clause 11 shall only apply providing the

Retrospective Period has not expired, the Retrospective Period commencing pursuant to clause 9 above.

12. Without prejudice and in addition to the obligations included in this Agreement, the parties will maintain the Team Member Confidential Information and British Swimming Confidential Information as confidential at all times (both during and after the termination of this Agreement), and neither party shall at any time (directly or indirectly) use for itself, or use to the detriment of the other party or disclose or permit to be disclosed to any person any Confidential Information except:
 - (a) to its professional advisers;
 - (b) as required by law;
 - (c) as is already or becomes public knowledge, otherwise than as a result of a breach by the party disclosing or using that Confidential Information, of any provision of this Agreement;
 - (d) as authorised in writing by the other party; or
 - (e) to the extent reasonably required by this Agreement.

13. When requested by the other party in writing, each party will as soon as reasonably possible return to that other party all records previously exchanged (of whatever type) containing any Confidential Information which is then in its possession or under its control.

14. In this Agreement the following expressions shall have the following meanings:

“Agreement” means this agreement and its Schedules.

“British Swimming Confidential Information” means any information or data (not already in the public domain other than as a result of a breach of an obligation of confidentiality):

- (i) which directly or indirectly relates to financial information, accounts or marketing plans of British Swimming, including information about British Swimming Sponsors and potential future British Swimming Sponsors and general market opportunities for the Disciplines, which have come to the knowledge of the Team Member as a result of their membership of the Team;
- (ii) relating to the operations, processes, competition and training plans, competition and training tactics and intentions of British Swimming;
- (iii) relating directly or indirectly to research and development carried out or being planned by or on behalf of British Swimming and/or the Team, including any information relating to the construction and use of specialised equipment and the evaluation of the training loads and physical responses of athletes;
- (iv) relating directly or indirectly to the contents of UK Sport Strategies and related Performance Plans of UK Sport and British Swimming including the WCP of British Swimming, including all documentation relating to the development of support services and any or all drawings, plans, specifications and technical information relating to the same; or
- (v) relating directly or indirectly to British Swimming and/or the Team which is clearly by its nature confidential or which was communicated by British Swimming to the Team Member on the express or implied condition that it would remain confidential between them.

“British Swimming Team/Squad” means any senior or junior team/squad competing and/or training under the name of “British Swimming”.

“British Swimming Sponsors” means the Principal Partner, Official Outfitting Supplier and Other British Swimming Sponsors.

“Confidential Information” means Team Member Confidential and/or British Swimming Confidential Information as applicable.

“Competition” means any competition meet in which a British Swimming Team/Squad is competing whether in Great Britain or overseas.

“Disciplinary Procedures and Sanctions” means the disciplinary procedures and sanctions set out in Schedule 4.

“Disciplines” means the disciplines of swimming, diving, high diving, water polo, artistic swimming, para-swimming and open water marathon swimming.

“Event” means in any of the disciplines of the Disciplines (i) any Competition; and/or (ii) any Training Camp and/or (iii) any Performance Activity.

“Head Coach” means such of the Team Coaches selected by British Swimming as may be designated as Head Coach.

“Medical and Scientific Support Staff” means the Team Medical Officer and any other medical practitioner, sports scientist or therapist selected by British Swimming to join a Team and who accepts such appointment.

“Official Outfitting Supplier” means the official supplier(s) of swimwear and apparel as may be awarded by British Swimming and in place from time to time.

“Other British Swimming Sponsors” means such other official suppliers and/or sponsors with designations associating the name of the supplier/sponsor with the title or name of a British Swimming Team/Squad, event, scheme or other property as may be awarded by British Swimming and in place from time to time.

“Principal Partner” means the official sponsor designated as a principal sponsor of a

British Swimming Team/Squad, event, scheme or other property as may be awarded by British Swimming and in place from time to time.

“Programme Activity” means any British Swimming Team/Squad activity other than a Competition or Training Camp in Great Britain organised by or otherwise under the jurisdiction of British Swimming or a Home Nation Swimming Association for the development of high performance in the Disciplines whether in Great Britain or overseas.

“Selection Letter” means the letter sent by British Swimming to a person selected to become a Team Member.

“Sports Councils” means UK Sport and/or any Home Nation Sports Council.

“Team” means any team of athletes, coaches, medical staff, support staff and other persons selected by British Swimming to compete or participate in any Event.

“Team Coach” means any swimming coach in any of the disciplines of the Disciplines selected by British Swimming to join a Team and who accepts such appointment on the terms and conditions of this Agreement.

“Team Kit” means team kit, training and competition apparel, other items of clothing, footwear, equipment and accessories as reasonably determined by British Swimming (including for the avoidance of doubt, products of the Official Outfitting Supplier).

“Team Leader” means the person appointed by British Swimming to have overall management and responsibility for a Team who shall be notified to the Team Member.

“Team Medical Officer” means any person selected by British Swimming to join a Team in such capacity and who accepts such appointment on the terms and conditions of this Agreement.

“Team Member Confidential Information” means all and any information and/or data communicated by and/or related to the Team Member pursuant to their membership of the Team which is clearly by its nature, or reasonably expected by the Team Member to be confidential, including any and all personal information and/or data about the Team Member, any and all information and/or data concerning the Team Member’s fitness and medical condition (including any reports on the same from any doctor or other physician) and any and all financial information and/or data (other than public information).

“Training Camp” means any British Swimming Team/Squad training camp organised by or otherwise under the jurisdiction of British Swimming whether in Great Britain or overseas.

“WCP” means the programme administered by British Swimming currently known as the UK World Class Performance Programme established to promote high-level competition in the Disciplines with the object of winning medals at the Olympic and Paralympic Games and other major international championships and competitions.

15. Clause, Schedule and other headings shall not affect the interpretation of this Agreement.
16. The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules.
17. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
18. Any words following the terms **including, include, in particular, for example** or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.

19. A reference in this Agreement to any other document is a reference to such the other document as varied from time to time.
20. If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement.
21. Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Agreement including clauses 9., 11., and 12. of this Agreement and clauses 3.1., 3.2. 3..3.6., and 3.3.7. of Schedule 1 shall remain in full force and effect.
22. Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry.
23. This Agreement shall be governed by the Laws of England and Wales.

SCHEDULE 1

1. Team Member's Obligations

1.1. Team Members must not:

1.1.1. be involved in, nor persist with, any conduct or activity that they know or ought reasonably to have known may bring the Team Member, British Swimming, the Disciplines, any Event or the Sports Councils into disrepute;

1.1.2. be involved in any conduct or activity that they know or ought reasonably to have known may harm the name or reputation of British Swimming, the Principal Partner, the Official Outfitting Supplier or any Other British Swimming Sponsor;

1.1.3. be involved in any conduct or activity that they know or ought reasonably to have known may harm British Swimming's relationship or contractual obligation with the Principal Partner, the Official Outfitting Supplier or any other British Swimming Sponsor, nor

1.1.4. knowingly be involved in a situation which may bring the Team Member into contempt, scandal or ridicule;

subject in all cases to the Team Members' rights pursuant to clause 3.4.5 of this Schedule.

1.2. Team Members must respect the rights, dignity and worth of every other individual Team Member, exercise responsible behaviour towards and take due consideration of other Team Members, and observe at all times principles of equality, diversity and inclusion.

1.3. Team Members shall:

1.3.1. comply with reasonable directions issued by the designated Leadership Team (where established) and reasonable directions of the Team Leader; and

1.3.2. comply with the Team Meets Regulations contained in Schedule 3.

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 Leader. 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 Leader, subject to the Team Member being at least 18 years of age or greater in order to adhere to applicable laws in the country where the Team is based at the relevant time.

3. British Swimming Sponsorship, use of the Team Member's Individual Image and Team Kit

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

3.1. Subject in all cases to clause 3.4 of this Schedule, the Team Member must pursuant to clause 3.3.6 of this Schedule be available for individual, and, if selected, Team photographs, to be taken and used in the Team Member's capacity as a member of the Team, as and when reasonably required by British Swimming providing British Swimming where practicable notifies the Team Member as soon as British Swimming

is able and in any event provides not less than fourteen (14) days' notice to the Team Member for the purposes solely set out in and subject to clause 3.2 of this Schedule.

3.2. Subject to clause 3.4 of this Schedule, the Team Member acknowledges and agrees the right of British Swimming to use such individual and Team photographs and the right of the Principal Partner, Official Outfitting Supplier and Other British Swimming Sponsors to use such Team (but not individual) photographs for the promotion of its British Swimming Partner/Supplier/Sponsor status. Team Members also acknowledge and agree that such individual and Team photographs may be used in any annual report published by British Swimming and also for reasonable commercial and non-commercial purposes of British Swimming subject to clause 3.4 of this Schedule, including promotion of programmes including the grass roots initiative, "Learn to Swim", athlete development, health & participation, clubs, facilities, workforce development and volunteering through all channels including print, web, social and digital media.

3.3. In consideration of the rights and benefits contained in this Agreement and of the opportunity for Team Members to receive benefits (to be determined by British Swimming in its discretion but in addition to any rights and benefits already accrued by Team Members pursuant to this Agreement and their terms (including those set out in Schedule 2)), each Team Member agrees and in all cases subject to and conditional upon clause 3.4 of this Schedule:

3.3.1.

- (a) to correctly and only wear, use, carry and/or promote the Team Kit (or specified items of the Team Kit) whenever in a Team capacity including
 - (i) competing, training or engaging in any Event wherever in the world;
 - (ii) posing for sporting or promotional photographs as part of the Team;
 - (iii) participating in any public appearance pursuant to clause 3.3.7 of this Schedule (including 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

obligations to wear, use, carry and/or promote in this clause 3.3.1 are subject always to (i) as otherwise set out in clause 3.3.1 of this Schedule; (ii) Schedule 2 clause 2.3; and (iii) British Swimming having provided the Team Member with such Team Kit in accordance with clause 1.2.5 of Schedule 2. For the avoidance of doubt, Team Members must not wear or use any sports clothing, footwear or equipment other than as expressly authorised by British Swimming at Events subject to (i), (ii) and (iii) above.

- (b) in the event that any Team Member does not correctly and only wear, use, carry and/or promote the Team Kit in accordance with clause 3.3.1 (a) of this Schedule, British Swimming reserves the right to report the Team Member to the Performance Director or the Associate Performance Director in accordance with the Disciplinary Procedures and Sanctions for a failure to comply with their obligations set out above, except where such a failure is as a result of a failure on the part of British Swimming.
- (c) where the Team Member in any Team and pursuant to the other obligations under clause 3.3.1 (a) of this Schedule: (i) has a serious concern that wearing and/or using any item/items of the Team Kit would have any detrimental or negative effect on their performance, including as a result of such Team Kit being in any way defective, not fit for purpose or otherwise unsuitable or not appropriate; and/or (ii) is not provided with appropriate Team Kit in accordance with clause 1.2.5 of Schedule 2 such Team Member shall, as soon as reasonably practicable, bring the matter to the attention of the Team Leader. The Team Leader, acting reasonably (including taking into account all relevant factors as are reasonable in the circumstances (including the performance needs of the Team Member)), shall make a determination with respect to the relevant issue, including in the case of (i) above whether the Team Member shall be required to wear or use such item and/or in the case of (i) and (ii) above, the identification of a substitute item to wear or use

(which may be an item of equipment or clothing (as the case may be) previously supplied) (“Team Leader Determination”). The Team Leader shall communicate such determination to the relevant Team Member as soon as is reasonably practicable (taking into account the schedule of the relevant Event at which the Team Member is required to wear Team Kit).

British Swimming agrees that it shall not report the Team Member pursuant to clause 3.3.1 (b) of this Schedule where the actions of the relevant Team Member were pursuant to a Team Leader Determination.

- (d) if any Team Member disagrees with a Team Leader Determination, they shall be required to comply with it despite such disagreement.

3.3.2. not to wear or use any products competitive with the Team Kit whilst engaged in any of the activities referred to in clauses 3.3.1 (a) of this Schedule subject to: (i) as otherwise set out in clause 3.3.1 of this Schedule; (ii) Schedule 2 clause 2.3; and (iii) British Swimming having provided the Team Member with the relevant Team Kit in accordance with clause 1.2.5 of Schedule 2 ,

3.3.3. to keep the Team Kit which they wear or use, in good condition (allowing for fair wear and tear) and not to modify nor supplement anything to the Team Kit.

3.3.4. to ensure that the relevant authorised supplier’s trade mark and/or name are clearly visible on the Team Kit and not to intentionally obscure the trade and other distinctive marks appearing on the Official Outfitting Supplier Products nor display the logo, mark or distinctive identifying sign of any other person, company or legal entity thereon (unless any of the same occurs as a result of a modification that is required and made by any Para-Team Member owing to their specific impairments and provided such modification is made in accordance with clause 2.2 of Schedule 2. British Swimming confirms that such modification will not constitute a breach of this Agreement).

3.3.5. not to have tattooed or branded on their body any name, logo or design of any commercial entity. British Swimming acknowledges and agrees that in the event that a Team Member has a tattoo of the Olympic Rings and or the Agitos Logo a Team Member will not be in breach of this obligation, subject to the Team Member's acknowledgement and agreement that if at an Event they are required by British Swimming or any other organisation to cover up the tattoo that the Team Member will cover the tattoo to the reasonable satisfaction of British Swimming or such other organisation.

3.3.6. to permit, subject to and in accordance with clauses 3.1 and 3.2 of this Schedule, British Swimming, the Principal Partner (solely in respect of the products or services of the Principal Partner for the business category for which it has been granted rights and benefits ("Principal Partner Products")), the Official Outfitting Supplier and its authorised licensees (solely in respect of the products or services of the Official Outfitting Supplier for the business category for which it has been granted rights and benefits ("Official Outfitting Supplier Products")) and Other British Swimming Sponsors (solely in respect of the products or services of the Other British Swimming Sponsors for the business category for which such Other British Swimming Sponsors have been granted rights and benefits ("Other British Swimming Sponsors Products")) (details of the current and any future Principal Partner, the Principal Partner Products, the Official Outfitting Supplier, the Official Outfitting Supplier Products, Other British Swimming Sponsors and Other British Swimming Sponsors Products shall be provided to a Team Member by British Swimming upon receipt in writing from the Team Member of a request for the same) to use the name, nickname, initials, signature, photographs (but only those taken or to be taken in such Team Member's Team (and not individual) capacity), likenesses, statements and biographical information of such Team Member ("Team Member's Image") in connection with the promotion and sale of the Principal Partner Products, the Official Outfitting Supplier Products or the Other British Swimming Sponsors Products (as the case may be) in all media now used or used in the future, including the internet, television, audio and print materials and to agree to attend

and participate without charging any fee (but subject to the right to recoup expenses in accordance with British Swimming policies and guidelines) for in any calendar year up to a total of two (2) separate days in respect of Team Members irrespective of the number of Events in which they participate in that calendar year, for personal appearances subject to clause 3.4.4 of this Schedule (including reasonable travel) at a time or times agreed between the Principal Partner, the Official Outfitting Supplier or such Other British Swimming Sponsors and British Swimming having proper regard to the training and competition schedules of the Team Member for the taking and obtaining of autographs and photographs for this purpose. Requests for such personal appearances can only be made from the date of selection for the Event, during the Event and for up to 12 (twelve) months after the date of selection for the Event. For the avoidance of doubt, but without limiting the generality of the above, the Principal Partner, the Official Outfitting Supplier, its authorised licensees and such Other British Swimming Sponsors shall be permitted to use Team Member's Images on their respective internet website(s) for the purposes of promoting respectively the British Swimming Partner/Supplier/Sponsor status and/or Principal Partner Products, Official Supplier Products and/or Other British Swimming Sponsors Products.

For the purposes of this clause 3.3 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 3.3 of this Schedule shall be in conjunction with at least four (4) other Team Members (five (5) or more or such Team Members in total) and (save in respect of such Team Members who are personally contracted to the Principal Partner, the Official Outfitting Supplier or Other British Swimming Sponsors ("Personally Contracted Team Members")) shall make request of the Principal Partner, the Official Outfitting Supplier or Other British Swimming Sponsors (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 Team Members. Further, in all cases, British Swimming shall ensure that the use of the Team Member's 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 Team Members) suggest a personal endorsement of the Principal Partner, the Official Outfitting Supplier or Other British Swimming Sponsors by any one or more of the featured Team Members.

3.3.7. if requested by British Swimming, the Principal Partner, the Official Outfitting Supplier or any Other British Swimming Sponsors in their discretion, to be available, free of charge (but subject to the right to recoup expenses in accordance with British Swimming policies and guidelines), for promotional appearances (including international appearances) subject to clause 3.4.4 of this Schedule on behalf of British Swimming, the Principal Partner, the Official Outfitting Supplier or such Other British Swimming Sponsors for in each calendar year during this Agreement one (1) day per Event for which they have been selected, such appearances to be determined, as between British Swimming, the Principal Partner, the Official Outfitting 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 for Team Members shall be calculated on a pro rata basis) representing British Swimming, the Principal Partner, the Official Outfitting Supplier or Other British Swimming Sponsors for as long as is reasonably necessary on each day subject to clause 3.3.6 of this Schedule to achieve British Swimming's, the Principal Partner's, the Official Outfitting Supplier's or Other British Swimming Sponsors' 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 and in any event fourteen (14) days before the date of such proposed appearance. Requests for such promotional appearances can only be made from the date of selection for the Event, during the Event or for up to twelve (12) months after the date of

selection for the Event. British Swimming, the Principal Partner, the Official Outfitting 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 competitive swimming activities and preparation and training thereof. British Swimming shall also ensure that each such appearance by a Team Member pursuant to this clause 3.3.7 of this Schedule (including for the avoidance of doubt appearances for British Swimming) shall be in conjunction with at least four (4) other Team Members (five (5) or more Team Members in total). British Swimming shall ensure that (save in respect of Personally Contracted Team Members) 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 shall make request of the Principal Partner, the Official Outfitting Supplier or Other British Swimming Sponsors (as the case may be) for each to use its reasonable endeavours to ensure that (save in respect of Personally Contracted Team Members) 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. British Swimming shall ensure that such appearance (save in respect of Personally Contracted Team Members) does not in any manner suggest a personal endorsement of British Swimming by any one (1) or more of the featured Team Members and shall make request of the Principal Partner, the Official Outfitting Supplier or Other British Swimming Sponsors (as the case may be) for each to use its reasonable endeavours to ensure that such Team Member appearance (save in respect of Personally Contracted Team Members) does not in any manner suggest a personal endorsement of the Principal Partner, the Official Outfitting Supplier or any Other British Swimming Sponsors by any one (1) or more of the featured Team Members. If a Team Member, without proper and reasonable excuse, fails or refuses to attend a personal appearance under clause 3.3.6 of this Schedule or a promotional appearance under clause 3.3.7 of this Schedule the Team Member shall be reported to the Performance Director or the Associate Performance Director under the Disciplinary Procedures and Sanctions.

3.3.8. not to sell, or otherwise dispose of for commercial benefit, the Team Kit 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 Team Kit which they wear or use to: (i) such Team Member's family; (ii) other Team Members; (iii) other athletes, including junior athletes; and/or (iv) third parties as charitable donations (in all cases not, for the avoidance of doubt, for any commercial benefit).

3.3.9. if requested by British Swimming (but subject to the right to recoup expenses in accordance with British Swimming's policies and guidelines), to attend and participate in one (1) media training session per calendar year conducted by or on behalf of British Swimming (for the avoidance of doubt, such session shall be subject to clause 3.4.4 of this Schedule). British Swimming shall give notice of such session to the Team Member as far in advance as is reasonably possible but in any event not less than fourteen (14) days' notice shall be given. Such notice to include the estimated length of time for the training session. British Swimming shall also ensure that the training session does not disrupt or interfere with any Team Member's professional swimming activities and preparation and training thereof. If a Team Member without proper and reasonable excuse, fails or refuses to attend a media training session they shall be reported to the Performance Director or Associate Performance Director under the Disciplinary Procedures and Sanctions.

3.4. Notwithstanding any other term of this Agreement, British Swimming hereby acknowledges and agrees (and Team Members agree in respect of clause 3.4.6 of this Schedule below) that:

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

3.4.2. it shall ensure that no use of a Team Member's Image by or personal appearance of a Team Member for British Swimming, the Principal Partner, the Official

Outfitting Supplier, any Other British Swimming Sponsors and/or otherwise pursuant to this Agreement shall suggest a personal endorsement of British Swimming, the Principal Partner, the Official Outfitting Supplier, the Other British Swimming Sponsors 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 their capacity as a Team Member and not in a non-British Swimming context.

3.4.3. 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 in any event not less than fourteen (14) days before the date of such proposed appearance and the Team Member shall confirm their availability or non-availability within a reasonable period but in any event within not less than four (4) days of such notification (or such later period as may be agreed between the parties). 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 and/or, for the avoidance of doubt, in particular as to training and competition or where the Team Member has another reasonable reason for non-attendance. Failure to demonstrate non-appearance to the reasonable satisfaction of British Swimming will be dealt with in accordance with clause 3.3.7 of this Schedule.

3.4.4. save where expressly provided otherwise under this Agreement attendance at personal appearances under clause 3.3.6 of this Schedule and promotional appearances under clause 3.3.7 of this Schedule (including the media training session under clause 3.3.9 of this Schedule) 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.

- 3.4.5. 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 Member in their capacity as an Team Member nor could reasonably be regarded as suggesting any endorsement of such personal sponsor by British Swimming and the Team Member must comply with the guidelines in Schedule 7 which shall be subject to the other provisions of this Agreement. To assist British Swimming in coordinating the management of Team Member appearances pursuant to this Agreement, a Team Member shall so far as they are able under the terms of any such agreements/arrangements, in particular having due regard to a Team Member's obligations of confidentiality under any such agreements/arrangements, provide the name of the contracting party, the length of term, the products and/or services covered and any pre-existing dates where the Team Member is unable to provide a personal or promotional appearance, for or on behalf of British Swimming. The relevant form for completion shall be provided by British Swimming and will also be available on request from British Swimming.
- 3.4.6. 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.
- 3.4.7. 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.
- 3.5. The Team Member's agreement in clauses 3.3.1 (a), 3.3.2 , 3.3.3, 3.3.4 and 3.3.5 of this Schedule 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 the Event. For the avoidance of doubt, a reasonable time would normally be 24 hours

following the Event.

4. Medical Considerations

- 4.1. 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 Anti-Doping Rules, the World Anti-Doping Code, and the UK Anti-Doping's Anti-Doping Policy.
- 4.2. Team Members must conduct themselves in such a reasonable manner so as to obtain and maintain their best possible physical and mental fitness and health.
- 4.3. Team Members must disclose as soon as reasonably possible to the Team Medical Officer or Team Leader if a Team Medical Officer has not been appointed for the Team any physical or mental illness and/or injury that may affect their performance or participation in the activities of the Team.
- 4.4. The Team Medical Officer or the Team Leader, acting reasonably if a Team Medical Officer has not been appointed for the Team may request a Team Member to undergo a medical examination/consultation for the purpose of determining the Team Member's physical and mental fitness and health.
- 4.5. To assist with any consultation or examination the Team Member must authorise their medical practitioner to disclose to the Team Medical Officer or the Team Leader if a Team Medical Officer has not been appointed for the Team the details of all:
 - 4.5.1. pre-existing medical conditions (and which the Team Member's medical practitioner considers relevant to the Team Member's physical and mental fitness and health to perform optimally in training and competition); and
 - 4.5.2. physical or mental injuries and/or illnesses (and which the Team Member's medical practitioner considers relevant to the Team Member's physical or mental fitness to perform optimally in training and competition);

and the Team Member hereby waives the obligation of confidentiality owed to

them by the said medical practitioner for the purpose of compliance with this sub-clause and the other provisions of this clause 4 of this Schedule provided always that, if the Team Member has authorised their medical practitioner to disclose to the Team Medical Officer or Team Leader if a Team Medical Officer has not been appointed for the Team the details set out in clauses 4.5.1 and 4.5.2 of this Schedule 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 4.5 of this Schedule.

- 4.6. 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 participation in Teams to advise the Team Medical Officer or the Team Leader if a Team Medical Officer has not been appointed for the Team and further the Team Member shall ensure that they shall have in their possession any medication or equipment required to treat their medical condition or allergy in the event of a medical emergency.
- 4.7. In respect of any such consultation or examinations (conducted pursuant to clause 4.4 of this Schedule) the medical practitioner at the written request of the Team Medical Officer or Team Leader if a Team Medical Officer has not been appointed for the Team stating the reasons for the request, may subject to first obtaining the written consent of the Team Member disclose to the Team Medical Officer or the Team Leader if a Team Medical Officer has not been appointed for the Team the details of any medical condition, treatment or progress of the Team Member.
- 4.8. A Team Member must return to their place of residence if so directed by the Team Medical Officer or Team Leader if a Team Medical Officer has not been appointed for the Team because in the professional opinion of the Team Medical Officer, or in the reasonable opinion of such Team Leader, 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.

- 4.9. The Team Medical Officer is authorised to authorise such emergency medical or surgical treatment as deemed necessary or, in the absence of a Team Medical Officer, the Team Leader (acting reasonably), if a Team Member is unable, for any reason, to provide that authorisation themselves.
- 4.10. The cost of the emergency medical or surgical treatment referred to in clause 4.9 and the cost of travel and other expenses associated with physical or mental illness and/or injury of Team Members in relation to Teams will be paid by British Swimming.
- 4.11. The Team Medical Officer or any other medical practitioner, sports scientist or therapist selected by British Swimming to join the Team (“Medical and Scientific Support Staff”) may subject to obtaining the prior written consent of the Team Member disclose to the Team Leader details of all:
- 4.11.1. pre-existing medical conditions;
 - 4.11.2. physical and mental injuries and/or illnesses (including mental health illnesses); and
 - 4.11.3. results of tests or examinations, and physiological/performance data for which they have consulted a medical practitioner, sports scientist or therapist in the 12 (twelve) months prior to their selection for the Team.
- 4.12. Any details disclosed by, for the avoidance of doubt, any Team Member pursuant to these provisions will be kept absolutely confidential by British Swimming. British Swimming shall comply with all legislation and regulatory requirements in force from time to time relating to the use of personal data and the privacy of electronic communications, including without limitation (i) any data protection legislation from time to time in force in the UK including the Data Protection Act 2018 or any successor legislation (for so long as and to the extent that the law of the European Union has legal effect in the UK); (ii) the General Data Protection Regulation ((EU) 2016/679); and (iii) any other directly applicable European Union regulation relating to privacy.

5. **Betting and Integrity Regulations**

Team Members shall comply with the Betting and Integrity Regulations contained in Schedule 5 (“the Betting and Integrity Regulations”).

6. **Social and Digital Media Policy**

Team Members shall follow the Social and Digital Media Policy contained in Schedule 6 (the “Social and Digital Media Policy”).

7. **Disciplinary Procedure and Sanctions**

Team Members agree to the applicability of and shall, where applicable, comply with and follow the Disciplinary Procedures and Sanctions.

8. **Team Selection**

8.1. Any Team Member may be made the subject 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.

8.2. Without prejudice to the generality of clause 8.1 of this Schedule 1, a Team Member acknowledges and agrees that by confirming their acceptance of selection pursuant to clause 9 of this Agreement and by agreeing to the terms and conditions of this Agreement the Team Member is confirming that they are not aware of anything that they know or ought reasonably to have known that would prevent them from being able to fulfil any of their obligations in this Agreement (“Circumstance”) including anything that:

8.2.1. may lead to the Team Member being refused a visa and/or entry to the country where the Event is to take place (including any country that the Team Member

may need to enter and/or transit through in order to travel to the country where the Event is to take place); and/or

8.2.2. places the Team Member in breach of British Swimming's Child Safeguarding Policies and Procedures and any additional requirements notified to them by the Home Nations Swimming Associations.

8.3. The Team Member acknowledges and agrees that following the acceptance of selection referred to in clause 8.2 of this Schedule they shall immediately notify British Swimming in writing if they become aware of any Circumstance as referred to in clause 8.2 of this Schedule including in the case of clause 8.2.2. any change in their DBS status.

9. Medical and Scientific Support Staff

All Medical and Scientific Support Staff agree to be subject to and to comply with any Professional Codes of Conduct or equivalent of the British Olympic Association and/or the Sports Councils.

10. Intellectual Property

10.1. For the purpose of this Agreement, Intellectual Property means: patents, copyright and related rights, trade-marks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, rights to use and preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

For the avoidance of doubt, Intellectual Property does not include any official website, social media product, service or combination thereof (e.g. blogs, on-line communities, and content distribution or interactive programs, destinations or apps/applications, including Facebook, Twitter, YouTube, Instagram, Vine and Google), and all other websites and social media products, services or combinations thereof relating to a Team Member in their personal capacity and/or any other capacity not expressly covered in this Agreement where the Team Member directly or indirectly: (i) is involved in the creation or updating of such product, service or combination thereof; and/or (ii) has control over non-user generated content added to such product, service or combination thereof. Nor does Intellectual Property include any photographs of any Team Member not taken in a Team Member capacity or any content created for and posted on any of the Team Member's website(s) or social media product.

- 10.2. British Swimming warrants and the Team Member acknowledges and agrees 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, British Swimming's other programmes including the Programme Activities, 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 their 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 individual performance as part of a Team ("Team Member's Team Data and Information"). For the avoidance of doubt, the Team Member shall be entitled to use such Intellectual Property, including Team Member's Team Data and Information, for commercial as well as promotional purposes. In any event, no Team Member should use the Team Member's Team Data and Information in any way whereby it could reasonably be considered that the Team Member was trying to suggest that their performance was due to their wearing or

otherwise receiving the benefit of kit of a manufacturer other than the manufacturer whose kit they were actually wearing at the time of the performance. The Team Member agrees that they 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 and agreed by the parties that nothing in this Agreement shall prevent the Team Member from referencing their relationship to British Swimming, subject at all times to the Social and Digital Media Policy set out in Schedule 6 and the British Swimming Media Protocols.

- 10.3. 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 the Team Member's obligations under this Agreement or relating to the WCP ("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 they may have in relation to the Developed IP to British Swimming absolutely provided that the Team Member (subject to the terms of any separate employment contract that the Team Member has with British Swimming) shall be considered, for the purposes of ss 39-43 of the Patents Act 1977 as amended by the Paten Act 2004 only (and not otherwise), as an employee of British Swimming and may thereby be entitled to a fair share (having regard to all of the circumstances) of any financial reward and/or compensation (pursuant to ss 39-43 of the Patents Act 1977 as amended by the Patents Act 2004) where British Swimming has derived or may be reasonably expected to derive a benefit from any invention or patent for invention made by the Team Member relating to any such Developed IP. For the avoidance of doubt, subject to the terms of any separate employment contract that the Team Member has with British Swimming, 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 outside the scope of this Agreement (including to as a party to any third party relationship or agreement not prohibited under this

Agreement and being at times when the Team Member is not participating in the WCP or representing the Team) then such technology or process will not fall within the definition of the Developed IP provided that no British Swimming or British Swimming Sponsors equipment, products or intellectual property are used. Further, any performance and/or activity information/data digitally collected from the Team Member outside the scope of this Agreement (including speed, distance, heart rate) shall not fall within the definition of the Developed IP subject to the terms of any separate employment contract that the Team Member has with British Swimming.

11. Team Coaches

- 11.1. Team Coaches will be responsible to the Head Coach and the Team Leader. They will support the Head Coach and the competitive members of the Team while at the Event, including (in relation to athletes allocated to the Team Coach by the Head Coach):
- 11.1.1. in partnership with the Head Coach and the competitive members of the Team and subject to any directions given from time to time by British Swimming's Performance Director or Associate Performance Director preparing work schedules appropriate to the needs of the group of athletes or the individual athletes in the light of the Events for which they are preparing;
 - 11.1.2. undertaking practical coaching sessions at venues and times allocated in accordance with the work schedules, providing athlete(s) under their charge with technical and motivational support, with a view to gaining the most feedback from the session;
 - 11.1.3. as part of the continuing evaluation of the preparation and condition of the group of athletes or the individual athlete, giving feedback to the athlete(s) and the Head Coach;

- 11.1.4. in partnership with Medical and Scientific Support Staff and as part of the Team's preparatory programme, carrying out approved scientific tests;
- 11.1.5. immediately reporting all instances of physical, mental or psychological concern to the Head Coach, Team Leader or in their absence to any available member of the Medical and Scientific support staff;
- 11.1.6. working as part of the Team, supporting other Team Members;
- 11.1.7. supporting all Team Members during preparation for competitive sessions, including the accumulation of information requested by the Head Coach to assist with continuing evaluation;
- 11.1.8. preparing reports or provide information to assist the Head Coach in drafting their report upon the completion of the Team Event;
- 11.1.9. providing information relevant to or requested by the athlete's home coach to assist in the training of individual athletes; and
- 11.1.10. undertake any other activities reasonably required by British Swimming to ensure that British Swimming fulfils its obligations to UK Sport including any relating to athletes on the WCP.

12. Press Conferences

When attending an Event the Team Member agrees to comply with the provisions of the British Swimming Media Protocols issued to the Team Members. Failure to do so may lead to disciplinary action in accordance with the Disciplinary Procedures and Sanctions.

13. 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 e-mail transmission) which, unless the sender immediately receives a notice of non-delivery, shall be deemed received at the time of transmission) to the Team Leader. Failure to do so may lead to disciplinary action in accordance with the Disciplinary Procedures and Sanctions.

SCHEDULE 2

Team Member Benefits

1. Team Member Benefits

1.1 British Swimming acknowledges and agrees that it shall:-

1.1.1. Provide to all Team Members, Event specific information including: (i) rights and obligations; (ii) behaviour; (iii) reporting times; (iv) key personnel being the Team Leader, performance management staff, Medical and Scientific Support Staff (if attending the Event), Athlete Representative(s), welfare/safeguarding officer, anti-doping officer; (v) Competition Rules and Regulations; (vi) discipline, disciplinary procedures and sanctions; (vii) anti-doping rules; (viii) the Betting and Integrity Regulations; (ix) the Social and Digital Media Policy; (x) safeguarding; (xi) equality and diversity; (xii) whistleblowing; (xiii) data protection and privacy; (xiv) Judicial Code; (xv) Selection, De-Selection and Appeals Procedures for British Teams; (xvi) UK Sport Eligibility Policy; (xvii) World Aquatics and WPS Eligibility Policy.

Without prejudice to the generality above, British Swimming is to provide in the Event information a reference to (and copies) of this Agreement, the Codes, Regulations, Policy, Whistleblowing Policy and Privacy Policy.

1.1.2. provide the following to all Team Members: (i) anti-doping training/education as determined by British Swimming which may include the provision of training/education at least once in every two year period by either a UK Anti-Doping trained and accredited educator or a UK Anti-Doping national trainer; and (ii) the contact details of a designated child safety officer.

1.1.3. at all times including in exercising its rights (including its exercising of any discretions) and discharging all of its obligations under this

Agreement, British Swimming will:

- 1.1.3.1. treat all Team Members with dignity and respect and without harassment, acting reasonably at all times;
 - 1.1.3.2. manage its relationship with all Team Members in a manner that develops openness, honesty, mutual trust and respect and with full commitment to the principles of equality, diversity and inclusion, and ensure the highest professional and ethical standards for all staff;
 - 1.1.3.3. abide by all the sports policies and procedures adopted by British Swimming when and to the extent they are relevant to Team Members; and
 - 1.1.3.4. comply with all of its obligations to UK Sport.
- 1.1.4 for all Team Members efficiently facilitate, administer, manage and determine complaints, allegations, investigations, disputes, judicial procedures, disciplinary processes, awards or decisions and sanctions in accordance with appropriate and efficient procedures and processes and shall notify a Team Member of the full details of any dispute with the Team Member at the earliest possible opportunity (as shall the Team Member).
- 1.1.5 when administering the procedures and processes referred to in clause 1.1.4, doing so with fair and transparent due process and at all times observing the principles of natural justice.
- 1.1.6 where a Team Member is also separately engaged by an athlete who is not engaged by British Swimming (a “Personal Coach”), British Swimming

will ensure that its officers, staff and coaches use their reasonable endeavours to work with the Personal Coach to further the interests of the Personal Coach and the athlete and discharge British Swimming's obligations to the Team Member and the athlete.

1.1.7 not to make any public statement (whether made as part of a formal interview or not) which is detrimental to the reputation of the Team Member or otherwise derogatory or offensive. Fair comment and criticism of a professional performance or behaviour linked to a professional performance or some other aspect of this Agreement shall not be prohibited by this clause. This clause will not limit or restrict British Swimming's reporting obligations to UK Sport.

1.1.8 where the Team Member is an Adult at Risk or lacks capacity to make decisions for themselves then British Swimming shall include their parent(s)/guardian(s)/carer(s) in any induction and training sessions taking place at Events.

1.1.9 ensure that it has an employee(s) whose job description includes/include the responsibility for acting as an independent contact(s) for Team Members to approach with any mental wellness and/or mental illness issues or concerns. British Swimming will make known to the Team Member who this individual(s) is.

1.2 Without prejudice to clause 1.1 of this Schedule, British Swimming will provide each Team Member with the following benefits in each case at levels reasonably determined by British Swimming:

1.2.1 travel, accommodation, meals and group transport in respect of Events:

1.2.2 adequate insurance cover with reputable insurers: (i) for any personal injury and loss arising out of or in connection with any activities carried

out and/or at any facilities used by all Team Members in connection with this Agreement whilst on British Swimming Team duty; (ii) third party liability; and (iii) travel insurance;

1.2.3 administrative support to enable the Team Members participation at the Team Events;

1.2.4 all Team Members with costs of emergency medical and surgical treatment and cost of travel and other expenses associated with illness and/or injury in relation to an Event;

1.2.5 Team Kit 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 their obligations set out in Schedule 1 and in no way to adversely affect the performance of a Team Member or such Team Member's exercise of their rights and/or performance of their obligations under this Agreement;

1.2.6 relevant support equipment and personnel for the Event as determined by British Swimming.

2. Additional Team Member Benefits

2.1. All Team Members shall be entitled to

2.1.1. payment of service fees if determined by British Swimming in its discretion. .

2.1.2. 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/promotional appearance made pursuant to this Agreement;

- 2.1.3. receive any prize monies which are awarded as a result of that Team Member's performance at a Competition. 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;
- 2.1.4. if British Swimming is aware the Team Member is an Adult at Risk or lacks the legal capacity to make their own decisions then British Swimming will take out an appropriate assessment (including risk assessment) of the Team Member's needs whilst at an Event and ensure there is a safeguarding lead to support their needs;
- 2.1.5. for any Para-Team Member then British Swimming will work with the Para-Team Member and any guides to develop, as far as possible, a plan linked to the Team Member's membership of the Team and attendance at the Events;
- 2.2. A Para-Team Member shall be entitled to modify their individual Team Kit where such modification is required by their specific impairment. Where any Para-Team Member wishes to so modify the Para-Team Member and British Swimming must follow this procedure:
- 2.2.1. the Para-Team Member must provide British Swimming with (i) details of the proposed modification including the size and placings of such modification; (ii) the reason for the modification; and (iii) either details of the professional tailor that the Para-Team Member wishes to use to make the modification together with the proposed costs of the tailor (where the Para-Team Member is pursuant to clause 2.2.8 of this Schedule, entitled to have the costs met by British Swimming) for, in the cases of (i), (ii) and (iii) for British Swimming's approval or confirmation that the Para-Team Member is happy for British Swimming to use its professional tailor;
- 2.2.2. where the Para-Team Member provides confirmation that they are happy for British Swimming to use its preferred tailor and the Para-Team Member is not

entitled to have the costs met by British Swimming pursuant to clause 2.2.8 of this Schedule, British Swimming shall obtain and forward to the Team Member the proposed costs of such modification for the Para-Team Member's approval;

2.2.3. British Swimming and the Para-Team Member agree to exercise the rights of approval referred to in clauses 2.2.1 and 2.2.2 of this Schedule in a timely and reasonable manner and where approval is not obtained, the parties shall discuss such matter in good faith with a view to approval being granted/obtained;

2.2.4. once the relevant approval(s) is/are obtained, the relevant party may proceed to engage the tailor to make the agreed modification;

2.2.5. if the actual costs of the modification exceed the proposed costs, the party instructing the tailor shall be responsible for the costs in excess of the proposed costs;

2.2.6. where approval has been obtained for a particular modification, tailor and proposed costing, such modification, tailor and proposed costing shall be deemed approved for that specific modification on future occasions;

2.2.7. the Para-Team Member agrees that where the modification removes an area of the Team Kit that displays a logo or other branding including the British Swimming name and/or logo, the Para-Team Member is not entitled to place any other form of such logo, name or other branding onto the Team Kit unless British Swimming provides its consent in its discretion;

2.2.8. if the modification is for a performance benefit (as requested by the Para-Team Member and agreed by British Swimming or as suggested by British Swimming) British Swimming shall be responsible for the proposed costs. If the modification is for comfort (as requested by the Para-Team Member and agreed by British Swimming or as suggested by British Swimming) the Para-Team Member shall be responsible for the proposed costs; and

2.2.9. British Swimming shall at all times ensure that Team Kit is provided to the Para-Team Member in sufficient time for the above process to be followed and executed to ensure that the Para-Team Member has the modified Team Kit in sufficient time to prepare for an Event.

2.3. Notwithstanding any other provisions of this Agreement, the parties agree that where the Official Outfitting Supplier has been granted by British Swimming the right to supply footwear to the Team Members for Events and does supply such footwear, the Team Members shall be required to wear such footwear at such Events subject to the following:

2.3.1. only when on formal Team duty at such Events, such as press conferences (excepting from such formal duty activities where it is more appropriate for such Team Member to wear formal footwear such as shoes and not trainers);

2.3.2. the Team Member shall not, however, be required to wear such footwear outside of Events, when travelling to/from such Events or when not on such formal British Swimming Team/Squad duty at such Events;

2.3.3. any Para-Team Member shall not be required to wear such footwear if the footwear does not have any modifications to the Para-Team Member's reasonable satisfaction that are required due to such Para-Team Member's specific impairment; and

2.3.4. the Team Member shall not be required to wear such footwear if doing so would place the Team Member in breach of any other agreement that they are a party to at the time of entering into this Agreement.

3. Additional Team Coach Benefits

3.1. Team Coaches may be rewarded additional financial benefits as a result of the achievements of their athletes at Olympic Games, or at such other similar benchmark events as determined at the absolute discretion of the Performance Director or

Associate Performance Director from time to time.

SCHEDULE 3

Team Meets

1. All matters relating to events and activities comprised within any Event shall remain at the discretion of the Performance Director or Associate Performance Director subject to clauses 2, 3 and 4 of this Schedule and shall be notified to Team Members.
2. Any material concerns of a Team Member relating to the arrangements for Events may be raised with British Swimming by the Team Member.
3. Such representations shall be made to the Team Leader who will then consult (and, for the avoidance of doubt, is obliged to consult) in good faith with the Team Member, Head Coach and Performance Director or Associate Performance Director. The decision of the Performance Director or Associate Performance Director shall be final and binding.
4. The Performance Director or Associate Performance Director in making any final and binding decision pursuant to clause 3 of this Schedule shall act reasonably and take into account all matters as may be relevant in the circumstances.
5. A Team Member has the right at Events to access the Performance Director or Associate Performance Director or other appropriate member of WCP staff, at reasonable times, to receive and consider any requests for advice and information, reports, applications or other matters. The other appropriate member of WCP staff must be someone who is one or ideally two levels higher than the Team Member's manager where the Team Member wishes to raise a problem concerning that manager.
6. Signing Off from the Team
 - 6.1. Where a Team Member shall at their own request and with the agreement of the Team Leader have signed off from the Team, then they 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 Leader. For the avoidance of doubt, signing off will not involve the Team Member losing their rights of travel.

- 6.2. A Team Member may temporarily sign off with the agreement of the Team Leader and 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 themselves from the Event accommodation. For the avoidance of doubt, Schedule 1 of this Agreement shall continue to apply.

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, in the reasonable opinion of the Team Leader, the Team Member has committed a serious breach of any of the provisions of this Agreement and the continued participation of the Team Member in the Team is considered by the Team Leader, in their reasonable opinion, to be seriously detrimental to the interests of the Team, British Swimming or the individual Team Member concerned.

- 1.2. Without prejudice to clause 1.1. of this Schedule, British Swimming may terminate a Team Member's membership of a Team by giving written notice to the Team Member if:
 - 1.2.1. the Team Member notifies British Swimming of any Circumstance referred to in clause 8.2. and/or clause 8.3 of Schedule 1;

 - 1.2.2. British Swimming becomes aware of any Circumstance that should have been notified to British Swimming by the Team Member in accordance with clause 8.2 and/or clause 8.3 of Schedule 1 but which the Team Member did not so notify.

- 1.3. If a Team Member's membership of a Team is terminated the Team Member shall immediately return to their place of residence/training. All reasonable travel and other expenses shall be borne by British Swimming.

- 1.4. The Team Member shall have a right of appeal to the British Swimming Judicial Appeal Tribunal against a decision to terminate their membership of a Team in accordance with clause 1.1 of this Schedule.

2. British Swimming Disciplinary Rules and Protocols

- 2.1. Whether or not a Team Member shall be liable to have their membership of a 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 via a complaint to the Judicial Tribunal in accordance with the British Swimming Judicial Code.
- 2.2. In respect of any breach of any provision in this Agreement by any Team Member and whilst acknowledging that the matter may subsequently be referred to the Judicial Tribunal the Team Leader is authorised in full consultation with the designated Leadership Team (where appointed) and Performance Director or Associate Performance Director (if applicable) to take such reasonable action in the light of any incident as they consider necessary or desirable in the interests of the Team, British Swimming, any affected British Swimming Sponsors and the individual Team Member concerned. This may include, by way of example only the imposition of an interim suspension from the Event, the offering of advice or a verbal 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 Leader by 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 Leader shall in their report upon the Team following an Event provide British Swimming with 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.
- 2.4. In the event a sanction (for example and including a written warning or suspension for a specified period) is imposed on the Team Member by the Team Leader or the Performance Director or Associate Performance Director the Team Member shall have a right of appeal to the British Swimming Judicial Appeal Tribunal. If an appeal or process is initiated in accordance with the British Swimming Judicial Code then the Team Member may be provided with a copy of the confidential report upon direction of the Chairperson of the British Swimming Judicial Appeal Panel. If the Team Member agrees to keep the confidential report and its contents confidential the Team

Member shall be entitled only to use the report and/or its contents as part of any appeal or procedure initiated under the Judicial Code and not for any ulterior or collateral purpose. For the avoidance of doubt, the Team Member shall be entitled to disclose copies of the confidential report to the Team Member's legal advisors.

SCHEDULE 5

Betting & Integrity Regulations

1. Definitions:-

For the purposes of these Regulations:

1.1 “Person” means an athlete, coach, support staff, official, member of a British Swimming Team or management or any health professional (associated with the British Swimming Team or an athlete) including the Team doctor and/or the Team physiotherapist.

1.2 “Event or Competition” means any event or competition in which a British Swimming Team is participating.

1.3 “British Swimming Team” means any senior or junior team/squad competing and/or training under the name of “British Swimming”.

2. A Person shall not, directly or indirectly, offer, agree to give, give, solicit, agree to accept or accept any gift or reward or consideration of any nature which is, or could appear to be related in any way to, influencing the outcome or conduct of an Event or Competition.

3. As an exception to Regulation 2 above, a Person may enter into an arrangement or agreement for which the prior written approval of the British Swimming Management Board has been sought and obtained. Appearance fee money or prize money or sponsor bonus payments from an Event or Competition shall be deemed to be approved.

4. A Person shall not, either directly or indirectly, bet, or instruct, permit or enable any Person to bet, on the result, progress or conduct of an Event or Competition in which

the Person is participating, involved either directly or indirectly, or in which the Person has any influence, either directly or indirectly.

5. A Person shall not use, or provide to any other third party information relating to British Swimming, including any member of a British Swimming Team which the Person has by virtue of their position within the sport and which is not publicly available for, or in relation to, betting.
6. British Swimming is entitled to take such action as it deems appropriate against any Person it believes may have contravened these Regulations. Such action may include disciplinary action under the British Swimming Selection Agreement and Code of Conduct for Coaches, Medical & Support Staff, reporting the matter to World Aquatics, the Police or any other competent authority.
7. British Swimming is entitled to access to and copies of any documents or information which it requests to ascertain if a breach of any of these Regulations has occurred. Failure to supply or any delay in the supply of any such document is itself a disciplinary offence. British Swimming is entitled to make such use of any document or information that comes into its possession pursuant to these Regulations or howsoever obtained for such purposes as it deems appropriate for the purposes of these Regulations and/or to hand such document or information to World Aquatics, the Police or any other competent authority.
8. All Persons shall inform British Swimming forthwith, on a confidential basis, of any activity, including approaches from any third party, which they believe may or will contravene, or are, or may lead to the contravention of any of these Regulations above and fully co-operate with British Swimming in any enquiry or investigation undertaken by British Swimming or on its behalf including the prompt supply of any document(s)

or copy of any information requested by British Swimming pursuant to Regulation 7 above.

SCHEDULE 6

Social and Digital Media Policy

Team Members may not share their experiences relating to the Team and/or the Event with their family, friends, supporters, followers and any other person or entity via social and digital media (including for example, Facebook (FB), Twitter, Snapchat and Instagram (IG)) without the prior written consent of the Team Leader. Where such consent is given, such consent is subject to the Team Member using social and digital media in accordance with this Social and Digital Media Policy and the British Swimming Media Protocols. In the event of any inconsistency or conflict of this Policy and the British Swimming Media Protocols the British Swimming Media Protocols shall prevail. This Policy is designed to ensure that such activities respect British Swimming values and the rights of others. The general principles of this Policy set out below shall also apply to comments made in a wider public context including any comments made on radio, TV appearances and interviews again subject always to the British Swimming Media Protocols.

In addition to this Policy, Team Members may be subject to additional policies and/or guidelines related to the use of social and digital media, issued by LEN and/or World Aquatics or other respective organisations.

General Principles

Respect of laws and British Swimming values:

Postings made by, or on behalf of, Team Members must comply with this Policy and conform to applicable laws and the British Swimming values of pride, integrity, innovation and fun. Postings must not be made for the purposes of demonstration or any form of political, religious or racial propaganda. They must be dignified and not be discriminatory, offensive, hateful or defamatory.

In particular, when using social and digital media, Team Members must not:

- i. intrude upon the privacy of others;

- ii. infringe any intellectual property rights, or other rights of any other person or organisation;
- iii. disclose any confidential information or another person's or organisation's private information;
- iv. interfere with the competition or event or the ceremonies of the competition or event or with the responsibilities of British Swimming or other entities that are part of the organisation of the competition or event or the ceremonies;
- v. violate security measures for the safe conduct of the competition or event; or
- vi. do or omit to do anything that would otherwise place them in breach of the Selection Agreement and Code of Conduct for Coaches, Medical & Support Staff including the British Swimming Media Protocols.

Infringement and Sanction

When Team Members choose to go public with any comments, opinions or other content posted on social and digital media, they are solely responsible for the consequences of their action. Team Members may suffer legal or disciplinary sanctions or other negative consequences for any postings deemed to be inappropriate, illegal, or infringing on any other person's rights. This also applies where Team Members authorise another person or organisation to manage their social media accounts or to express opinions on their behalf.

British Swimming will monitor on-line content to ensure that the integrity of British Swimming official sponsors' rights are protected and maintained. Any comments made by a Team Member in support of their personal sponsor who may be a competitor of a British Swimming official sponsor will not be regarded per se as harming the integrity of the rights of such official sponsor provided that there is no mention of that British Swimming official sponsor.

British Swimming will take action against any Team Member in breach of this Policy in accordance with the Disciplinary Procedures and Sanctions set out in Schedule 4 of the Selection Agreement and Code of Conduct for Coaches, Medical & Support Staff.

Important hints and tips

The following is designed to provide helpful, practical advice for Team Members on using social and digital media effectively.

Remember everyone can see you - before you write anything, remember that it is public and anyone can take your words and put them in a newspaper, on a website or the television. Media will be monitoring social media and will use your words as quotes. Pause and think carefully before you mention embarrassing stories about you or others. Even if you delete content individuals may have taken a screenshot.

Be responsible - be careful and if you are in doubt, don't post it. If you are about to post something about someone else think would you like that posting about you?

As a team it is great that you want to support each other, but could posting from the preparation area show something that will give a competitor an advantage?

Report anything of concern - if Team Members see any photos or comments that are of concern or a Team Member feels in the course of a conversation that somebody may need help or be in danger, report it to the Team Leader. If you are receiving constant negative attention from an individual, or you see a team mate is receiving constant negative attention (known as trolling) please report this to the Team Leader. Do not engage with them by responding to comments. Screenshot what has been said and block them. If you feel you have been hacked please notify the Team Leader as soon as possible.

Don't post anything negative - about, including British Swimming, other teams, competitors, countries, organisations or brands or post any links to unsuitable content.

Don't post any gossip or slanderous comments - or share (or re-post/re-tweet) any potential gossip or slanderous comments. Remember that Team Members are an ambassador for the sport.

Remember your rivals may be reading - other competitors may gain confidence if they read any comments Team Members make about themselves or other Team Members' poor form in training, feeling tired, upset or low on confidence.

Be careful with the language you use - even suggestions of foul or abusive language by replacing letters with symbols e.g. S&t should be avoided. Similarly don't get into disputes with your audience – avoid responding.

Not everything you delete will completely disappear - it's almost impossible to completely remove information on networking sites even if it is "removed/deleted" from the original source. There is no way of knowing where it may have been reposted or copied. So think before you post. Remember that things you have posted several years ago may also be searchable by the public and the media, which could damage your reputation, jeopardise your place on the team and even lose you sponsors. Social media does not convey tone to strangers, so whilst your friends may know the context of a post, it could be misconstrued by people who do not know you.

Avoid providing any personal information or encouraging a user to do so - this includes refraining from giving out details of hotels, transport times and/or training times.

Be aware of spelling and grammar - while it's good to talk like a normal social and digital media user Team Members should try to use correct spelling and grammar where possible. Most interactions will be with young people so Team Members should look to set a good example.

Do not post whilst driving - this is illegal.

Being part of a team - you will have access to information that the public may not but which may be of interest. This may include performance information, details of behind the scenes meetings or even quotes from an athlete or coach about an event. Do not post this information as it may be sensitive information.

Privacy Settings

Always review your privacy settings. Choose sites and appropriate settings depending on the content of the posts. Any information that a Team Member posts should be considered public regardless of a Team Member's privacy settings since your postings maybe reposted elsewhere and viewed by people other than the intended audience.

Facebook and Instagram Accounts

Consider creating (or keeping) a “private” account for family and friends and a “public” account for promotion.

Twitter – direct messaging

Learn the difference between a general tweet and a direct message and how to use them appropriately. Be aware that people may not necessarily be who they say they are and that messages you think are private can still be shared publicly.

SCHEDULE 7

Personal Sponsorship – Branding Policy

A Team Member may enter into a personal sponsorship agreement. However, the Team Member must adhere to the following:

- When representing a personal sponsor the Team Member must not wear the Team Kit unless the personal sponsor is also a British Swimming Sponsor.
- When at Events the Team Member must wear only the Team Kit and is not permitted to wear items supplied by their personal sponsor subject to (i) as otherwise set out in clause 3.3.1 of Schedule 1; (ii) Schedule 2 clause 2.3; and (iii) British Swimming having provided the Team Member with such Team Kit in accordance with clause 1.2.6 of Schedule 2.
- Their personal sponsor is not entitled to any branding on the Team Member's Team Kit.
- When participating in any media activity on behalf of a British Swimming Team/Squad the Team Member may not display any personal sponsor branded products subject to (i) as otherwise set out in clause 3.3.1 of Schedule 1; (ii) Schedule 2 clause 2.3; and (iii) British Swimming having provided the Team Member with such Team Kit in accordance with clause 1.2.6 of Schedule 2.
- When participating in selection events e.g. Olympic trials or participating in domestic or overseas club events as a guest, the Team Member is competing under their club or guest club and can therefore carry branding (including that of their personal sponsors) on their kit – apparel and swimwear provided that such branding is in line with World Aquatics GR 6 Advertising and BL 7, which stipulates the number and size of any brand advertising permitted.
- When participating in private swim clinics, training other than training as part of Events or private appearances for their personal sponsor, Team Members may wear items supplied by their personal sponsor.

For the purposes of this policy:

“British Swimming Team/Squad” means any senior or junior team/squad competing and/or

training under the name of ‘British Swimming’.

“British Swimming Sponsor” means the Principal Partner, Official Outfitting Supplier and Other British Swimming Sponsors.

“Disciplines” means any of the disciplines of swimming, diving, high diving, water polo, artistic swimming, para swimming and open water marathon swimming.

“Events” means in any of the disciplines of the Disciplines (i) any competition meet in which a British Swimming Team/Squad is competing; and/or (ii) any British Swimming Team/Squad training camp organised by or otherwise under the jurisdiction of British Swimming; and/or (iii) any British Swimming Team/Squad activity other than (i) or (ii) organised by or otherwise under the jurisdiction of British Swimming or a Home Nation Swimming Association for the development of high performance in the Disciplines; and/or (iv) any personal appearances (including media appearances) or promotional appearances for and on behalf of British Swimming pursuant to the Selection Agreement and Code of Conduct for Coaches, Medical & Support Staff, in the case of (i), (ii), (iii) or (iv) whether in Great Britain or overseas.

“Official Outfitting Supplier” means the official supplier of swimwear and apparel as may be awarded by British Swimming and in place from time to time.

“Other British Swimming Sponsors” means such other official suppliers and/or sponsors with designations associating the name of the supplier/sponsor with the title or name of a British Swimming Team/Squad, event, scheme or other property as may be awarded by British Swimming and in place from time to time.

“Principal Partner” means the official sponsor designated as a principal sponsor of a British Swimming Team/Squad, event, scheme or other property as may be awarded by British Swimming and in place from time to time.

“Team Kit” means team kit, training and competition apparel, other items of clothing and accessories as reasonably determined by British Swimming (including for the avoidance of doubt, products of the Official Outfitting Supplier).