



# Voluntary Licensing Scheme for Agents

*Terms and Conditions*  
(February 2010)

Definitions.....	3
Scope .....	3
Applications .....	4
Fees .....	6
Refusal of A Licence.....	7
Benefits of Registration.....	8
Suspension Restriction or Revocation of a Licence .....	8
Renewals .....	10
Data Protection.....	11
Variation of Terms .....	12



## *1. Definitions*

- “Applicant” Means any person who has applied to British Swimming to become a British Swimming Licensed Agent.
- “Athlete/Coach” Means any Athlete or Coach (current or retired) within the jurisdiction of British Swimming, through membership of its affiliated Associations: the Amateur Swimming Association, the Scottish Amateur Swimming Association and the Welsh Amateur Swimming Association.
- “CRB” Means the Executive Agency of the Home Office established to help organisations make safer recruitment decisions by conducting checks via its Disclosure Scheme on an individual’s criminal record.
- “ISA” Means the Independent Safeguarding Authority.
- “Licensed Agent” Means any agent who is registered with British Swimming under the Voluntary Licensing Scheme for Agents.
- “Licensee” Means the Licensed Agent.
- “Scheme” Means British Swimming’s Voluntary Licensing Scheme for Agents.

## *2. Scope*

- 2.1 These are the Terms and Conditions applying to all persons applying under the British Swimming Voluntary Licensing Scheme for Agents (“the Scheme”).
- 2.2 Any Licence granted under the Scheme shall be granted subject to these Terms and Conditions.

### *3. Applications*

- 3.1 All applications to British Swimming for a Licence must be made using the British Swimming's Voluntary Licensing Scheme for Agents Application Form and submitted to the Director of Regulatory and Legal Affairs (c/o Department of Legal Affairs, British Swimming, SportPark, 3 Oakfield Drive, Loughborough, LE11 3QF) in accordance with the application procedure below.
- 3.2 Applications must be accompanied by the applicable registration fee in order to be processed.
- 3.3 Incomplete applications shall be returned to the Applicant, unprocessed.
- 3.4 In applying for the Licence, the Applicant agrees that if accepted, he/she shall:
- (i) Be bound by these Terms and Conditions;
  - (ii) Operate by the Code of Practice for British Swimming Licensed Agents and any annexes thereto;
  - (iii) Operate by any other applicable Rules, Laws and or Regulations;
  - (iv) Obtain an Enhanced CRB Disclosure certificate when requested;
  - (v) Comply with the requirements of the ISA Vetting and Barring Scheme, as applicable.
- 3.5 The Applicant further confirms that:
- (i) All information contained on the application form is correct; and
  - (ii) He/she shall submit to the jurisdiction of British Swimming, including jurisdiction to investigate any complaint made against the Licensee or concern raised in relation to the Licence and to impose sanctions in accordance with these Terms and Conditions and any other applicable Law, Rule and/or Regulation.
- 3.6 Applications must meet the criteria set out in the Application Form and this clause 3.

- 3.7 In considering whether the conditions for a Licence are met, British Swimming reserves the right to seek further information (whether or not stipulated on the application form) as British Swimming may deem appropriate.
- 3.8 Any applications approved by the Director of Regulatory and Legal Affairs shall be conditional upon the Applicant obtaining an Enhanced CRB Disclosure certificate through the Amateur Swimming Association at the Applicant's own cost, plus any additional requirements that may be notified.
- 3.9 Once the Enhanced CRB Disclosure certificate has been received British Swimming shall undertake case by case assessments as to suitability. In making this assessment British Swimming will take into account a number of factors including:
- (i) The nature of the offences;
  - (ii) The nature of any other disclosure information;
  - (iii) Whether any convictions are spent;
  - (iv) The length of time since the offences;
  - (v) Age at the time of the offences;
  - (vi) Number of offences;
  - (vii) Pattern of offences;
  - (viii) Relationship to the victim and the victim's age;
  - (ix) Whether any minors and/or vulnerable adults were involved;
  - (x) Any other mitigating and/or aggravating factors.
- 3.10 Should the Enhanced CRB Disclosure certificate reveal no areas of relevant concern regarding the Applicant's status and previous history, the application may be approved.



- 3.11 Should the Enhanced CRB Disclosure certificate reveal areas of concern then an assessment will be conducted to consider whether or not the application should be allowed to proceed. British Swimming may require additional information in order to make its assessment which may include without limitation explanations and character references and these shall also form part of its assessment.
- 3.12 British Swimming will act fairly and proportionately in reaching its decision based on all matters of significance and relevance.
- 3.13 Only when British Swimming is satisfied following receipt of the Enhanced CRB Disclosure certificate shall a Licence be issued to the Applicant.
- 3.14 Licences are awarded by British Swimming to the person or organisation named thereon only and may not be transferred or delegated to any other organisation, entity or person without the written approval of British Swimming (such approval to be granted only in the most exceptional circumstances but not to be unreasonably withheld or denied).
- 3.15 The Licensee undertakes that he/she shall promptly inform the British Swimming of any change to his/her details which would require an amendment to registration with British Swimming including but notwithstanding, any change in contact details.
- 3.16 Any Applicant who is found to have submitted an application containing false information will have their application rejected.

#### *4. Fees*

- 4.1 A fee shall be payable by the Applicant to British Swimming at the point of application and which shall be processed by British Swimming only if, and not until, the application is approved. In the event of the application failing at any stage of the process, the fee shall be returned to the Applicant.
- 4.2 The amount of the fee shall be set by British Swimming Board.
- 4.3 British Swimming reserves the right to review the fee and increase where appropriate.

## 5. *Refusal of A Licence*

- 5.1 Applications shall in the first instance be considered by the Director of Regulatory and Legal Affairs.
- 5.2 He/she may refuse grant a Licence to an Applicant in the following circumstances:
- (i) Where information upon the CRB certificate shows that the results of the check are not in British Swimming's reasonable opinion satisfactory or that the Applicant has failed to comply with or is barred under the ISA Vetting and Barring Scheme, where applicable;
  - (ii) Where the Applicant concerned has been found to have committed a disciplinary offence (including doping) by British Swimming or by any other sports governing body or international federation which in British Swimming's opinion means that the Applicant is unsuitable;
  - (iii) Where another sports governing body or other relevant organisation has withdrawn a Licence from the Applicant;
  - (iv) Where the NSPCC or CPSU or other relevant safeguarding authority has informed British Swimming that the Applicant should not hold a Licence or a risk assessment has been carried out suggesting the Applicant may be unsuitable;
  - (v) Where the application is incorrectly filled out or contained evidence that the Applicant would not be suitable to hold a Licence;
  - (vi) Where British Swimming reasonably considers that the Applicant has unsuitable qualities attributes or abilities to be a Licensed Agent;
  - (vii) Where British Swimming otherwise reasonably considers that the grant of a Licence to the Applicant to be inappropriate.
- 5.3 In the event that British Swimming refuses to grant a Licence, British Swimming (via its Department of Legal Affairs) shall provide written reasons to the Applicant as to why the application has been refused ("the Refusal Letter").



- 5.4 There shall be a right of appeal to a Review Panel of the decision to refuse an application, which shall be conducted under the auspices of British Swimming Board and whose decision shall be final.
- 5.5 Appeal Notices must be received by the Department of Legal Affairs within 28 days of deemed receipt of the Refusal Letter by the Applicant, and must clearly be marked as the Appeal Notice.
- 5.6 Deemed receipt for these purposes shall mean, two working days after the information was sent to the address held by British Swimming.
- 5.7 Appeal Notices for these purposes shall mean a letter outlining the grounds for the appeal, plus any supporting documentation relied upon in the Appeal Notice.

## *6. Benefits of Registration*

- 6.1 The Licensee may during the period of the Licence describe himself/herself being "a British Swimming Licensed Agent" but may not:
- (i) Refer to its Licence in any other way;
  - (ii) Make any misleading representation about the nature of its Licence;
  - (iii) Encourage permit or allow its employee or otherwise to depict herself/herself as holding a personal Licence where this is not the case.

## *7. Conduct of Licensed Agents*

- 7.1 Licensed Agents must at all material times abide by these Terms and Conditions and the British Swimming Licensed Agent Code of Practice plus any other applicable Law Rule and/or Regulation.



## *8. Suspension Restriction or Revocation of the Licence*

- 8.1 British Swimming may suspend, restrict or revoke for a specified period or withdraw a Licence forthwith in any of the following circumstances:
- (i) The Licensed Agent does not have in place a valid Enhanced CRB Disclosure certificate approved by British Swimming;
  - (ii) The Licensed Agent has failed to comply with or is barred under the Vetting and Barring scheme (or equivalent);
  - (iii) The Licensed Agent is found to have submitted an Application Form containing false information or omissions;
  - (iv) A Review Panel recommends that the Licence be suspended or restricted and no appeal is lodged by the Licensee in the required time, or the decision is subsequently upheld.
- 8.2 British Swimming shall have the power to suspend the Licensee whilst an investigation is conducted and at its discretion may notify local authorities or interested parties of the fact of that suspension. The Licensee shall co-operate fully with British Swimming in its investigation.
- 8.3 Without prejudice to the above, British Swimming shall also have the power to suspend, restrict or withdraw the Licence where it has carried out an investigation into the Licensee's practices (whether following a complaint to British Swimming or otherwise) and find that any of the grounds listed above apply, or that there is evidence to support a breach of these Term and Conditions and justify such sanction being imposed by it.
- 8.4 At the outset of any action, British Swimming may remove the name of the Licensed Agent from its website or otherwise indicate the Licence's suspension until any restrictions have passed.
- 8.5 British Swimming may:
- (i) Give the Licensee an official warning;
  - (ii) Require the Licensee to comply with specified training;

- (iii) Suspend the Licensee pending compliance with a specified requirement such as additional training;
  - (iv) Impose restrictions on the scope of the Licence;
  - (v) Suspend the Licence; and/or
  - (vi) Withdraw the Licence
- 8.6 There shall be a right of appeal to a Review Panel against a decision to suspend, restrict or revoke a Licence. Any Appeal Notice must be lodged with the Department of Legal Affairs within 28 days of deemed receipt of the decision and must be clearly marked as an Appeal Notice. The decision of the Review Panel shall be final.
- 8.7 Deemed receipt for these purposes shall mean, two working days after the information was sent to the address held by British Swimming.
- 8.8 Appeal Notices for these purposes shall mean a letter outlining the grounds for the appeal, plus any supporting documentation relied upon in the Appeal Notice.
- 8.9 If for any reason the Licensed Agent ceases to be Licensed, the Licensee shall:
- (i) Cease to hold him/herself out as being a British Swimming Licensed Agent for that duration;
  - (ii) Take all reasonable steps to ensure that no organisation, entity or person is misled to the fact that he/she does not hold a Licence; and
  - (iii) Inform all applicable clients that they are no longer Licensed.
- 8.10 Once any period of appeal has passed, British Swimming reserves the right to publish on the website details of suspensions or restrictions.

## *9. Review Panel*

- 9.1 For the purposes of 5.4, 8.6 and 10.4, if an appeal is made, British Swimming shall convene a panel normally comprising three persons which



may include members of the Board and/or its duly authorised representatives.

- 9.2 The Review Panel shall decide whether the application has been rejected fairly or unfairly according to the criteria and procedures of the Scheme.
- 9.3 If the application is rejected and no right of appeal is exercised, or if the appeal is unsuccessful, the Applicant may be prohibited from re-applying to become a Licensed Agent for 2 years from the date of the formal notification by British Swimming save that this may be increased or decreased where deemed appropriate.

### *10. Renewals*

- 10.1 Licences shall last for a term of 12 months from the date of issue.
- 10.2 Before or upon the expiry of the Licence, the Licensee may submit a renewal application which shall contain all the requirements of application detailed above.
- 10.3 The renewal application shall be considered by British Swimming in accordance with the criteria set out above and if re-newed, the Licence shall be issued subject to the provisions of these Terms and Conditions (or such other Terms and Conditions as may be applicable at that date).
- 10.4 British Swimming reserves the right, at its sole discretion, not to renew a Licence where it has reasonable grounds for suspecting that the Applicant may not have previously complied with these Terms and Conditions. There shall be a right of appeal to a Review Panel in relation to this decision.

### *11. Data Protection*

- 11.1 British Swimming shall maintain a Register of all Licensees. Any change in details which may require an amendment to the Register must be promptly notified to British Swimming at [licensed.agents@swimming.org](mailto:licensed.agents@swimming.org).
- 11.2 In addition, British Swimming may maintain a public register of Licensed Agents including any decisions of British Swimming relating thereto. These



registers shall be maintained in hard copy form and be available on British Swimming's website ([www.swimming.org](http://www.swimming.org)).

- 11.3 Any Licensed Agents which do not wish their details to be shown on the website may so indicate on the Application Form, and by subsequent notification to British Swimming, save that decisions by British Swimming shall not be subject to such election.
- 11.4 In exceptional circumstances, information may be shared with external bodies including but not limited to the Police and ISA.
- 11.5 British Swimming is registered as a Data Controller under the Data Protection Act 1998. British Swimming undertakes to process personal data in accordance with the Act.

## *12. Variation of Terms*

- 11.1 British Swimming reserves the right to amend these Terms and Conditions.

**[-end of document-]**