

British Swimming Limited (BS)



CODE OF CONDUCT

**(TECHNICAL OFFICIALS AND TECHNICAL
COMMITTEE MEMBERS)**

Date: September 2007
WP Ref: Legal/Agreements/Code Conduct Officials

THIS CODE OF CONDUCT shall apply to any person who by virtue of their selection, nomination or appointment (“the Appointment”) agrees either

- i) to become a member of any British Swimming Technical Committee; or**
- ii) to appear on any list or pre-list of officials maintained by British Swimming and relating to any of the disciplines of swimming**

(hereinafter referred to as (“an Official” or “the Official” (as appropriate))

This Code sets out the rights and obligations of any person who agrees to become an Official.

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

British Swimming acknowledges that Technical Committee members and Technical Officials participate in British Swimming activities on a voluntary basis, and that they are committed to maintaining and improving the standing of British Swimming and the sport of swimming nationally and internationally.

1. In consideration of the Appointment and the obligations undertaken by British Swimming the Official accepts the appointment and the obligations as set out below.
2. The Code and the obligations set out below apply to Officials at all times during the continuance of the Appointment and are not dependent upon the selection of an Official for any particular event or activity.

3. British Swimming for its part will accept the obligations set out in Clause 7 below.

4 All Officials agree to conform to

4.1 the specific responsibilities and requirements of office (if any) contained or referred to in the Role Description and/or letter of appointment relating to the Appointment;

4.2 where residing in or attending at the same accommodation venue as athletes and team staff the applicable Code of Conduct (including, in particular, the no-smoking and dry team policies), the BS Disciplinary Code, the BS Conflict of Interest policy, the Codes and Protocols contained or referred to in the BS Policy Manual in particular, but without limitation, the Child Protection procedures and policies of ASA, SASA, and WASA (as applicable) and the BS Anti-Doping Control Rules & Protocols (together “the Rules”).

The Official acknowledges receipt of the current versions of each of the Rules. The Official is subject to the rules and regulations of the world governing body for swimming (FINA) and (where appropriate) the European governing body (LEN) and the world governing body for disability swimming (IPC). British Swimming undertakes to make available to Officials copies of any amendments to any of the Rules and to supply on demand and free of charge the relevant rules and regulations of FINA, LEN and the IPC as amended from time to time.

5. Officials must:-

5.1 not be involved in, nor persist with, any conduct or activity that may have the tendency to bring the Official or British Swimming or the sport of swimming into disrepute

- 5.2 not be involved in any conduct or activity that may harm the name or reputation of British Swimming or any Sponsor of British Swimming of which the Official has been given notice, nor British Swimmings relationship or contractual obligation with any such British Swimming Sponsor.
- 5.3 assist British Swimming in the development of the skills of its technical officials and to assist in talent identification and promotion be prepared to engage in such reporting and awareness raising of issues relating to the performance of the duties of their office as British Swimming may require to include (without limitation) provision of written reports following attendance at events and congresses and dissemination of best practice through involvement in the presentation of seminars.
- 5.4 not be involved in a situation which brings the Official into disrepute, contempt, scandal or ridicule.
- 5.5 observe principles of confidentiality and corporate responsibility with regard to the decision making and other workings of any committee or group upon which they may serve or otherwise be involved in any capacity whatsoever

6. Sponsorship and Team Clothing

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

Officials agree

- 6.1 to wear only such official clothing authorised and/or supplied by British Swimming (if any) at all times whilst attending at swimming events and activities in their official capacity.

- 6.2 not to wear or use any branded sports clothing, footwear or equipment other than as expressly authorised by British Swimming whilst participating in any event, or activity in an official capacity
 - 6.3 to keep all official clothing, footwear or equipment as supplied to them and/or authorised by British Swimming in good condition and not to modify them in any way or attach anything to them and to ensure that the relevant authorised suppliers trade mark and/or name are clearly visible at all times on the items
- 7 British Swimming will in respect of attendance at swimming events provide each Official with the following benefits in each case determined by British Swimming
- 7.1 travel, accommodation, meals and group transport in respect of the events
 - 7.2 personal injury and loss insurance;
 - 7.3 administrative support to enable the Official's participation at the event
 - 7.4 any costs of emergency medical or surgical treatment
 - 7.5 officials' uniform, and other items of clothing as determined by British Swimming in sufficient quantities to enable the Official to comply with his obligations set out in this Code

8. Violations of this Code

It is understood that the provisions set out below relate to the grounds for the early termination of an Appointment during its term and for addressing less serious violations of this Code. This provision (and the right of appeal contained therein) shall have no application to the normal processes of election, selection, nomination or appointment of Officials. In respect of these matters Officials shall refer to the BS Selection and

Nomination of Technical Officials Appeals Procedures

- 8.1 Where the British Swimming Managing Board shall have concerns regarding the performance of a Technical Committee or any Technical Officials(s) serving on such Committee the following protocols shall normally be observed.
- 8.1.1 The Chief Executive shall on behalf of the British Swimming Managing Board write to the Technical Committee or individual Officials(s) concerned setting out in detail its concerns
- 8.1.2 A meeting shall be arranged between a representative of the British Swimming Managing Board, who shall not be the Board liaison member to that Committee, together with the Chief Executive (and if appropriate the Board liaison member) together with the Technical Committee or Technical Officials(s) concerned to discuss in open and constructive fashion the issues of concern.
- 8.1.3 An action plan shall be produced by the Chief Executive (such plan if reasonably possible to have the concensus support of all persons attending the meeting) with a view to resolving the issues of concern. The Action plan shall set out a clear timetable, objectives and performance indicators (as appropriate) in order that all involved shall be under no misunderstanding as to the steps required to be taken.
- 8.1.4 Should there be any material failure to achieve any performance indicators within the timetable specified then the British Swimming Managing Board may consider addressing the matter in accordance with clause 8.2 below.

- 8.2 The British Swimming Managing Board (or a person acting under the authority of the Managing Board) may terminate an Official's Appointment by giving written notice to the Official if the Official shall be guilty of Gross Misconduct or shall commit a serious or persistent breach of this Code or of any of the Rules or in accordance with paragraph 8.1.4. above. A non-exhaustive list of examples of Gross Misconduct is set out in the Schedule below.
- 8.3 If an Official's Appointment is terminated whilst such person is in attendance at an event the Official shall immediately return to their place of residence. All reasonable travel and other expenses shall be borne by British Swimming.
- 8.4 An Official shall have a right of appeal in respect of the termination of their Appointment in accordance with the provisions of the Schedule set out below.
- 8.5 Whether or not an Official shall be liable to have his Appointment terminated under Clause 8.1 above then in addition to or as an alternative to such sanction the matter may be referred by the BS Managing Board to the BS Judicial Tribunal in accordance with BS Disciplinary Code

- 9 This Code of Conduct shall be governed by the Laws of England and Wales

SCHEDULE

Appeal

If an Official shall receive notice of the termination of Appointment in accordance with Clause 8 above the Official shall have the right to appeal. Application must be made in writing to the Chief Executive. The appeal will be referred to the British Swimming Managing Board who will appoint a panel of up to three persons, who may but need not be members of the British Swimming Managing Board, to hear the appeal.

Any appeal must be made in writing within ten working days from receipt of written notice of termination of the Official's Appointment

Procedures for an Appeal hearing

Procedures at the hearing will be at the discretion of British Swimming. An Official will be advised, normally not less than three working days in advance, of the applicable procedures.

If on appeal the case is considered to warrant a lesser penalty or to be unproven, the Notice of termination may either be reduced to a lesser penalty or rescinded.

Gross Misconduct

If it is considered that the Official has committed an act of Gross Misconduct the Official's Appointment will be liable to summary termination in accordance with Clause 8 above.

Examples of Gross Misconduct include:

- Wilful damage to British Swimming property.

- Being under the influence of alcohol or drugs whilst performing duties for British Swimming.
- Fighting or threatening behaviour.
- Unauthorised removal or retention of British Swimming property.
- A criminal offence arising from or related to the Official's duties.
- Any other criminal offence which may adversely affect the reputation of British Swimming
- Falsifying records or expenses claims.
- Disclosing confidential information to any person without authorisation
- Serious breach of the Code of Ethics or the Child Protection procedures of any member association of British Swimming

The foregoing does not represent a complete list of matters which may be regarded as Gross Misconduct but are given only by way of example.

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