

Terms and Conditions

International Learn to Swim Provider Membership

1. Introduction

- 1.1. These terms and conditions (the “Terms”) are applicable to all International Learn to Swim Provider Members while such International Learn to Swim Provider Membership is maintained.
- 1.2. These Terms form the basis of your contract for International Learn to Swim Provider Membership with Swim England. They become binding on you once you have applied for and been accepted for International Learn to Swim Provider Membership.
- 1.3. Please read these Terms carefully to ensure that you understand and agree to them.
- 1.4. Swim England is the trading name for the Amateur Swimming Association (Swim England) Limited, a company registered in England and Wales, registration number 10931571, whose registered office is Pavilion 3, SportPark 3 Oakwood Drive, Loughborough University, Loughborough, Leicestershire, United Kingdom, LE11 3QF.
- 1.5. Any references to “we”, “us” or “our” shall be taken as references to Swim England. Any references to “you” or “your” shall be taken as references to any International Learn to Swim Provider Member and/or any applicant for International Learn to Swim Provider Membership.

2. Application for International Learn to Swim Provider Membership

- 2.1. International Learn to Swim Provider Membership shall only be accepted once applicants have demonstrated that they have met the Criteria stated in Clause 6 and Swim England have confirmed such.
- 2.2. Payment for your International Learn to Swim Provider Membership shall be taken upon application for such or within seven (7) days of renewal. Payment may be made by credit/debit card or invoice.
- 2.3. It may take two to four (2 – 4) working days for your International Learn to Swim Provider Membership application to be processed, after which we will email you to confirm whether your application has been approved or not, following submission of documents. If your application is rejected, we shall refund you in accordance with Clause 5.

3. Membership Period

- 3.1. Unless terminated early in accordance with these Terms, International Learn to Swim Provider Membership is valid from the date that you receive confirmation that your International Learn to Swim Provider Membership has been approved in accordance with Clause 2.3 above and shall run for a period of 12 months.
- 3.2. We will endeavour to contact you at least one month prior to, and again one week before, the end of the Membership Period to advise you on the actions you will need to take if you wish to renew International Learn to Swim Provider Membership. It is your responsibility to ensure your details and documentation are kept updated during the Membership Period.

4. Membership Benefits

- 4.1. The Benefits of International Learn to Swim Provider Membership are as advertised by Swim England from time to time. Swim England reserves the right from time to time to withdraw and/or substitute replacement products or benefits as part of International Learn to Swim Provider Membership in place of any products or benefits advertised in promotional material.
- 4.2. Access to Benefits will be provided upon confirmation of approval of your International Learn to Swim Provider Membership application.
- 4.3. International Learn to Swim Provider Members and their staff will receive no rights or benefits applicable to other categories of Swim England Membership solely by virtue of the International Learn to Swim Provider Membership, unless included within the International Learn to Swim Provider Member Benefits.

5. Refunds

- 5.1. If your application for International Learn to Swim Provider Membership is rejected, we shall refund you within 30 days of the date we inform you of such.
- 5.2. Should you change your mind about joining after you have submitted your application for International Learn to Swim Provider Membership, you may obtain a pro-rata refund by notifying us of your wish to cancel your International Learn to Swim Provider Membership by email at swimschools@swimming.org, no later than 14 days after the date you were informed that your application for International Learn to Swim Provider Membership was accepted. No refunds will be issued if you cancel your International Learn to Swim Provider Membership after this period.
- 5.3. No refunds or extensions will be given if you are unable to use any part of your International Learn to Swim Provider Membership at any stage during the Membership Period including any result of any suspension or early termination of your International Learn to Swim Provider Membership pursuant to these Terms.

6. Membership Criteria

- 6.1. In order to obtain and continue to hold International Learn to Swim Provider Membership, you must demonstrate that you meet the following criteria:
 - 6.1.1. all your teachers hold a valid Swim England Level 2 Teachers qualification, a valid STA Level 2 Certificate in Teaching Swimming, or another qualification that Swim England deems equivalent to such;

- 6.1.2. you have in place pool operating procedures aligned with current industry guidance;
 - 6.1.3. all your members of staff have completed a safeguarding course or CPD within the previous three years at all times throughout the Membership Period;
 - 6.1.4. Evidence of current public liability insurance;
 - 6.1.5. you have an appointed, independent, welfare officer who is not directly related to the management or teachers of the swim school;
 - 6.1.6. you actively follow the Swim England Learn to Swim Programme; and
 - 6.1.7. you regularly purchase, or will purchase, Swim England Awards.
- 6.2. Evidence of compliance with the Membership Criteria must be uploaded through the Swim School Portal. It is your responsibility to ensure that the documentation uploaded remains up to date.
- 6.3. You must register all of your teachers and welfare officers onto Swim England's OMS platform. It is your responsibility to ensure that the documentation uploaded remains up to date.
- 6.4. Current International Learn to Swim Provider Members as of 9 November 2023, whose membership expires from or after May 2024 must comply with the requirements in this Clause 6 no later than 30 April 2024.

7. International Learn to Swim Provider Safety

- 7.1. Throughout the Membership Period, you must ensure that your environment is safe environment for all Participants.
- 7.2. Throughout the Membership Period you must adopt Wavepower within your policies and adhere to it.
- 7.3. In the event that you become aware that a member of your staff is under investigation, has been convicted of any offence, or has content on a criminal records check that may render them unsuitable to work with children or adults, you must notify Swim England of such immediately.
- 7.4. When planning and delivering swimming lessons, you must provide activities suitable for the individuals attending the lessons.
- 7.5. Swim England recommends that International Learn to Swim Provider Members ensure that its teachers undertake regular CPD courses to keep their knowledge up to date with current practices.
- 7.6. You must adopt a zero-tolerance policy against any form of discrimination, including but not limited to discrimination on the basis of: age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex and sexual orientation.

8. Application of Swim England Regulations

- 8.1. International Learn to Swim Provider Members and their staff, through the International Learn to Swim Provider Membership, shall be deemed to be members of Swim England and therefore are bound by our Code of Ethics, our Safeguarding regulations within Wavepower and our Judicial Regulations.
- 8.2. You shall ensure that reference to and adherence with Swim England's Code of Ethics, Safeguarding Regulations and Judicial Regulations is detailed within all contractual documents with staff and volunteers

9. Termination

- 9.1. We reserve the right, in our sole discretion, refuse and/or terminate your International Learn to Swim Provider Membership if:
 - 9.1.1. you fail to pay any fees applicable to your International Learn to Swim Provider Membership;
 - 9.1.2. you breach these Terms in any manner;
 - 9.1.3. you fail to meet, or at any point during the Membership Period cease to meet, the Membership Criteria;
 - 9.1.4. you (or any member of your staff) are barred on a temporary or permanent basis from any Swim England activity pursuant to Swim England's Regulations in place from time to time including but not limited to the Code of Ethics, Safeguarding Regulations, Wavepower, Judicial Regulations or Equality and Diversity Policy;
 - 9.1.5. you or any member of your staff are determined to be guilty of conduct deemed by Swim England to bring Swim England, yourself or the Swim England Learn to Swim Programme into disrepute; or
 - 9.1.6. you misuse your International Learn to Swim Provider Membership in any manner.

In all such cases we will have no liability to refund you or pay any other compensation to you in connection therewith. In the event of a suspension, Swim England may decide it its discretion to lift each suspension when it considers it appropriate to do so.

- 9.2. We reserve the right, in our sole discretion, to suspend your membership if we become aware of allegations, concerns or investigations, relating to you or your staff, with regards to matters that fall within the ambit of Swim England's Safeguarding Regulations. Such a suspension is a neutral act and should not be read as Swim England having formed any pre-determined view on the matter.
- 9.3. In the event that we terminate or suspend your International Learn to Swim Provider Membership:
 - 9.3.1. your access to your account will be suspended or terminated as appropriate. Swim England may, at its discretion, permit you access to certain parts of your account following such as it sees fit. Full access will resume if a suspension is lifted; and

9.3.2. you must immediately cease to hold yourself out as being a International Learn to Swim Provider Member or exploit any of the Benefits. This includes removing of the International Learn to Swim Provider Member Logo from your marketing materials, social media, stationery and website.

10. Ownership of materials and intellectual property rights

- 10.1. Upon a successful application for International Learn to Swim Provider Membership, we will grant you a non-exclusive, non-transferable, irrevocable, royalty free licence for the term of your International Learn to Swim Provider Membership to use the International Learn to Swim Provider Member Logo and the Membership Materials for the purpose of advertising that you are a International Learn to Swim Provider Member, and no other purpose unless approved by Swim England in writing from time to time.
- 10.2. You may only use the International Learn to Swim Provider Member Logo in accordance with any brand guidelines we issue from time to time.
- 10.3. Swim England, or its affiliates, licensors, or subsidiaries are, unless otherwise stated the owners of all copyright, database and other intellectual property rights in all materials provided or made available to you as part of your Membership either digitally or in hard copy (the "Membership Materials"), with all rights reserved. This includes, without limitation, copyright and other intellectual property rights in videos, presentations, photographs, audios, documents and other text in such Membership Materials. Subject to Clause 10.1, you may not copy, publish, distribute, extract, re-utilise, or reproduce any part of the Membership Materials in any form (including photocopying it) other than (i) for the purposes of delivering swimming lessons or training staff members to do so, (ii) as specifically required to be permitted by applicable law, or (iii) as specifically provided by Swim England on a case by case basis.
- 10.4. All brand, product and service names, logos and images used in the Membership Materials are the property of Swim England or its affiliates, licensors, or subsidiaries, unless otherwise stated, with all rights reserved. Subject to Clause 10.1, you may not distribute products or offer services under or by reference to or otherwise use or reproduce any of the trademarks, trade names or service marks on the Membership Materials without the prior written permission of Swim England or, where applicable, the owner of such trademarks, trade names or service marks.

11. Warranties and Liability

- 11.1. To the fullest extent permitted by English law, Swim England makes no representations, undertakings or warranties about International Learn to Swim Provider Membership, or any content or information provided as a result of being a International Learn to Swim Provider Member.
- 11.2. To the fullest extent permitted by English law all representations, warranties, and undertakings, express or implied, in respect of International Learn to Swim Provider Membership are excluded.
- 11.3. Subject to paragraph 11.5 we exclude all liability to you in respect of your application for International Learn to Swim Provider Membership, or any information or other content obtained either directly or indirectly as a result of your International Learn to

Swim Provider Membership, howsoever arising, in any circumstances and whether in contract, tort, negligence, misrepresentation or otherwise.

- 11.4. Subject to paragraph 11.5, under no circumstances shall we have any liability for any loss of profit, business opportunity, goodwill, anticipated savings or data, or for any special, indirect, incidental or consequential loss or damages of whatsoever kind resulting from your application for International Learn to Swim Provider Membership, or any information or other content obtained either directly or indirectly as a result of your International Learn to Swim Provider Membership, howsoever arising, in any circumstances and whether in contract, tort, negligence, misrepresentation or otherwise.
- 11.5. Nothing within these Terms excludes or limits either our or your liability:
- 11.5.1. for death or personal injury to the extent that such death or personal injury arises as a result of the negligence, breach of statutory duty or any wilful act or omission of that Party or its authorised representatives;
- 11.5.2. for fraudulent misrepresentation or a deliberate personal repudiatory breach of these Terms by that Party; or
- 11.5.3. for any other liability to the extent the same may not be excluded or limited as a matter of law.

12. Data Protection

- 12.1. Personal data collected pursuant to your International Learn to Swim Provider Membership will be managed in accordance with the Swim England Privacy Policy.

13. Amendment

- 13.1. We reserve the right to amend these Terms with or without notice to you from time to time. Any such amendment shall be effective once the revised Terms have been posted on www.swimming.org and it shall be your responsibility to check these Terms for any such amendments. To the extent that any amendment to the Terms affects your rights or responsibilities in connection with your International Learn to Swim Provider Membership, we shall notify such changes to you in advance of them becoming effective.
- 13.2. Swim England reserves the right to re-brand or re-name membership products at any time.

14. General

- 14.1. These Terms and all aspects of International Learn to Swim Provider Membership are governed by and will be construed in accordance with the Swim England Regulations and the laws of England and Wales. Any disputes arising under or in connection with these terms and conditions shall be subject to the non-exclusive jurisdiction of the English courts.
- 14.2. A failure by us to exercise, or a delay in exercising, any right or remedy under these Terms shall not constitute a waiver of the right or remedy or a waiver of any other rights or remedies which that we may otherwise have and no single or partial exercise

of any right or remedy under these Terms shall prevent any further exercise of the right or remedy or the exercise of any other right or remedy.

14.3. We may assign any of its rights or delegate or subcontract any of its duties arising out of or under these Terms.

14.4. You may not assign any of your rights or delegate or subcontract any of your duties arising out of or under these Terms.

15. Contact Information

15.1. If you have any queries about your International Learn to Swim Provider Membership, you may contact us as follows:

Email: swimschools@swimming.org

Tel: +44 1509 640 727

16. Definitions

16.1. In these Terms, the following definitions apply:

“Benefits” means the advertised benefits provided to International Learn to Swim Provider Members by Swim England from time to time;

“Membership Materials” means all materials provided or made available to you as part of your International Learn to Swim Provider Membership, either digitally or in hard copy;

“Membership Period” means the period for which your International Learn to Swim Provider Membership will run;

“Parties” means the parties to these Terms, namely you and us;

“International Learn to Swim Provider Member” means a swim school which has been granted International Learn to Swim Provider Membership;

“International Learn to Swim Provider Membership” means Swim England’s International Learn to Swim Provider Membership Product;

“International Learn to Swim Provider Member Logo” means Swim England’s International Learn to Swim Provider Member Logo, provided to International Learn to Swim Provider Members once their application for such has been accepted; and

“Wavepower” means our safeguarding policies and procedures, available at: <https://www.swimming.org/swimengland/wavepower-child-safeguarding-for-clubs/>