



Terms & Conditions of Associate Membership

Introduction

Swim Wales is a company limited by guarantee registered in England and Wales (number 04692354) whose offices are based at Wales National Pool, Sketty Lane, Swansea, SA2 8QG. Swim Wales's vision is 'Aquatics for everyone for life'.

These terms and conditions (together with the Swim Wales Articles and the Mandatory Rules) shall apply to any person seeking to be, or becoming, an Associate Member of Swim Wales and govern both the application process and membership.

1. Definitions

The following definitions and rules of interpretation apply in these terms and conditions:

"Applicant(s)": means any person who applies for Associate Membership by completing the Application for Membership Form.

"Application for Membership Form": means the application form available on the Website, for completion by Applicants, and submission via the Go Membership System.

"Articles": means Articles of Association of Swim Wales, a copy of which has been found on the Website.

"Associate Member": is any person who is part of a specified Membership Category and who plays a role in sport, active recreation or community activity in Wales, regionally and locally (but is not eligible to be a full member because he or she is not part of an affiliated or accredited club or organisation bound by a constitution or agreement), who is eligible to become an associate member as more particularly detailed in the Application for Membership Form, and who has applied and been accepted for membership of Swim Wales under the relevant associate Membership Category, and who has paid the applicable fee and has agreed to be bound by the Articles and the Mandatory Rules, and this membership status shall be known as an "Associate Membership".

"Data Protection Policy": means Swim Wales's policy setting out obligations in respect of data protection laws, which is available on the Website.

"Mandatory Rules": means Swim Wales's Byelaws, Rules and Regulations, Codes of Conduct and Code of Ethics as in force and amended from time to time, copies of which can be found on the Website, and paper copies are available on request.

“Membership Category”: means any of the following categories:

1. Social;
2. Supporter;
4. Teacher;
5. Volunteer
6. Learn to Swim;
7. Life Member;
8. Open Water; or
12. Competitive Individual.

“Membership Fees”: means the annual fees, relating to the Associate Member’s applicable Membership Category.

“Services”: means any services provided by Swim Wales to the Associate Member from time to time, as more particularly detailed in the Application for Membership Form, or on the Website, as the case may be.

“Swim Wales”: means the company limited by guarantee, registered in England and Wales (number 04692354) whose offices are based at Wales National Pool, Sketty Lane, Swansea, SA2 8QG.

“Swim Wales Policies”: means the policies of Swim Wales, including but not limited to the Swim Wales Child Safeguarding Policy, Adults at Risk Safeguarding Policy, and Equality Policy, as amended from time to time.

“Terms and Conditions”: means these terms and conditions.

“Website”: means www.swimwales.org.

2. Applications

- 2.1. Applicants must apply for Associate Membership by completing and submitting an Application for Membership Form together with any applicable Membership Fees.
- 2.2. The Application for Membership Form shall not be processed by Swim Wales unless the appropriate Membership Fees have been paid at the time of submission.
- 2.3. Swim Wales is not obliged to accept every application for Associate Membership or give any reason for refusal. Applicants have no right of appeal against any decision of Swim Wales regarding an application for Associate Membership.
- 2.4. It is the responsibility of each Applicant to ensure that all information provided to Swim Wales in the Application for Membership Form is correct to the best of his or her knowledge.
- 2.5. Associate Members must comply with any Mandatory Rules and conduct themselves in a professional and appropriate manner and uphold the values of Aquatic Sport (as stated in the Mandatory Rules) and not

bring Swim Wales, or aquatic sport into disrepute. Failure to do so may result in the termination of the Associate Membership.

- 2.6. Associate Members, and those applying for Associate Membership agree to be bound by the Articles and the Mandatory Rules.
- 2.7. Associate Members shall not have any rights to receive notice, attend, participate, or exercise any rights to vote, in any meetings of the members of Swim Wales as more particularly detailed in the Swim Wales Articles.
- 2.8. Following the acceptance by Swim Wales of an Application for Membership Form, the Associate Membership shall commence and continue for a period of 12 months. Associate Members shall be notified by e-mail ahead of the expiry of this 12-month period, and invited to renew their Associate Membership, and inform swim Wales of any changes to their details and circumstances, by using the Go Membership System. If the Associate Member does not renew the Associate Membership, it shall automatically expire at the end of the 12-month period.

3. Benefits of Membership

3.1. Information about the benefits of Associate Membership are published on the Website and are provided in the Application for Membership Form. The Board reserves the right to vary or make changes to such benefits and privileges from time to time and Swim Wales shall publish any such changes on the Website.

3.2. A "Category 12 Competitive Individual" Associate Member shall be eligible for selection to represent Wales at a swimming event:

- a) if he or she was born in Wales;
or
- b) if his or her parent or a grandparent was born in Wales (Grandparent is discounted for Commonwealth Games representation);
or
- c) if he or she has been continuously resident in Wales for more than 12 months if aged 16 or under - or 36 months or over if aged over 16.

4. General

- 4.1. When an application for Associate Membership is rejected, or an Associate Membership is terminated, Swim Wales reserves the right not to review or reconsider any further application submitted by that person for a period of five years.
- 4.2. Associate Membership shall automatically cease if the Associate Member no longer meets the criteria for membership as detailed in the Application for Membership Form on the Website or otherwise fails to pay any fees due to Swim Wales.
- 4.3. The board of Swim Wales may suspend the membership of any Associate Member that it deems to have conducted itself in a manner that is prejudicial or inappropriate may to bring Swim Wales into disrepute. The Associate Member will remain suspended pending an investigation and may

face termination of his or her Associate Membership upon completion of such an investigation. Any Associate Member suspended will be invited to provide a submission to the investigation for consideration and may also be provided with a copy of the investigatory process. The outcome of the investigation and the subsequent decision of the board of Swim Wales will be final.

- 4.4. If any clause of these Terms and Conditions be incompatible or inconsistent with any clause contained in the Articles, then the clause contained in the Articles shall prevail.

5. Data Protection

All personal data held by Swim Wales is held and processed in accordance with our Data Protection Policy, and the Associate Member's rights and Swim Wales's obligations under the Data Protection Act 2018, and the UK General Data Protection Regulation.

6. Services

- 6.1. Swim Wales may vary or make changes to the Services from time to time in order to comply with any changes in the law, regulatory requirements or health and safety requirements, and it shall use its reasonable endeavours to notify the Associate Member of any such changes in writing or on the Website.
- 6.2. No liability shall attach to Swim Wales, its directors, its employees, or retained consultants, for loss or damage of any kind, including lost profits or other consequential losses, suffered as a result of the use of, or inability to use, the Services or for any errors or omissions in the contents of any forms or documents on the Website.
- 6.3. Associate Members must immediately notify Swim Wales of any unauthorised uses(s) of the Services or any other breaches of security including data security.
- 6.4. Associate Members who do not agree to abide by these Terms and Conditions are not authorised to use any Services associated with Associate Membership.

7. Intellectual Property Rights

- 7.1. Swim Wales does not transfer ownership of any intellectual property (whether owned by Swim Wales or any third party) to Associate Members. All right, title, and interest in and to all intellectual property shall remain (as between the parties) solely with Swim Wales, or its licensors, as applicable.
- 7.2. All trademarks, service marks, graphics and logos used in connection with the Website, membership or Services, are trademarks or registered trademarks of Swim Wales or its partners. Other trademarks, service marks, graphics and logos used in connection with the Website or Services may be the trademarks of other third parties. The Associate Member's use of the Website and Services does not confer upon the Associate Member any right or license to reproduce or otherwise use any trademarks of Swim

Wales, a partner, or third-party, unless prior agreement has been given in writing.

8. Links to other websites

- 8.1. Although the Website may provide links to other websites, Swim Wales is not, directly or indirectly, implying any approval, association, endorsement, or affiliation with any linked website, unless specifically stated. Swim Wales is not responsible for examining or evaluating linked websites, particularly those of members of any kind, and it does not warrant the content of them.
- 8.2. Swim Wales excludes liability for the actions, products, services and content of any other third parties. Associate Members should carefully review the legal statements and other conditions of use of any website which it accesses through a link from the Website. Linking to any other off-site pages or other websites from the Website is at the Associate Members own risk.

9. Limitation of Liability

- 9.1. Nothing in these Terms and Conditions shall in any way limit any liability which cannot legally be limited, including, but not limited to, liability for:
 - 9.1.1. death or personal injury caused by negligence; and
 - 9.1.2. fraud or fraudulent misrepresentation.
- 9.2. Subject to clause 9.1, Swim Wales shall have no liability for:
 - 9.2.1. loss of profits.
 - 9.2.2. loss of sales or business.
 - 9.2.3. loss of agreements or contracts.
 - 9.2.4. loss of anticipated savings;
 - 9.2.5. loss of use or corruption of software, data or information;
 - 9.2.6. loss of or damage to goodwill; and
 - 9.2.7. indirect or consequential loss.
- 9.3. Subject to clause 9.1, Swim Wales's total liability to the Associate Member, in connection with these Terms and Conditions, shall in no circumstances exceed a sum equal to the Membership Fees paid by the Associate Member during the 12 month period prior to the claim arising.

10. Indemnity

On becoming an Associate Member and by using the Services, the Associate Member agrees to indemnify and hold Swim Wales and its directors, officers, employees, consultants and agents harmless from and against any liabilities, losses, damages or costs, including reasonable fees, incurred in connection with or arising from any third-party allegations, claims, actions, disputes, or demands asserted against any of them as a result of or relating to its membership, or use of the Website or Services, or any misconduct carried out or undertaken by the Associate Member.

11. Confidentiality



The Associate Member and Swim Wales each undertakes to the other that it shall not at any time disclose to any person any confidential information concerning the other party.

12. Waiver

Failure by Swim Wales to enforce the performance of any provision in these Terms and Conditions shall not constitute a waiver of the right to subsequently enforce that provision or any other provision. Such failure shall not be deemed to be a waiver of any preceding or subsequent breach and shall not constitute a continuing waiver.

13. Severance

In the event that one or more of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable, such provisions shall be deemed severed from the remainder of these Terms and Conditions. The remainder of these Terms and Conditions shall remain valid and enforceable.

14. Assignment

- 14.1. Swim Wales may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of his or her rights and obligations under these Terms and Conditions.
- 14.2. The Associate Member shall not assign or deal in any other manner with any of its rights and obligations under these Terms and Conditions without the prior written consent of Swim Wales.

15. Force Majeure

Swim Wales shall not be in breach of the Terms and Conditions nor liable for delay in performing, or failure to perform, any of its obligations under the Terms and Conditions if such delay or failure result from events, circumstances or causes beyond its reasonable control.

16. Notices

- 16.1. Any notice or other communication given to a party under or in connection with these Terms and Conditions shall be in writing and shall be:
 - 16.1.1. delivered by hand or by pre-paid first-class post or other next working day delivery service;
 - 16.1.2. sent by e-mail to its that receiving party's main e-mail address.

17. Third-Party Rights

These Terms and Conditions do not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 and no other person shall have any rights to enforce any of these Terms and Conditions.

18. Law and Jurisdiction

- 18.1. Subject to clause 18.2 these Terms and Conditions are governed by the laws of England and Wales and any dispute relating to them shall be subject to the exclusive jurisdiction of the courts of England and Wales.



18.2. Swim Wales reserve the right to attempt or to seek resolution to any dispute through mediation or arbitration prior to court proceedings being issued.

19. Changes and Amendments to these Terms and Conditions

Swim Wales reserves the right to make reasonable changes to its Terms and Conditions, its Mandatory Rules, the Swim Wales Policies, or Services at any time and such changes shall be deemed effective upon posting of an updated version of the Terms and Conditions on the Website.