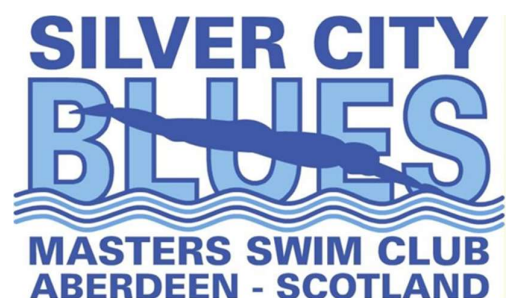


# Silver City Blues (Masters) Swim Club Club Policies and Procedures



## Revision Record

Revision Date	Policy	Change
May 2019	Data Protection Policy	Section 5 – amendments to policy on use of images or videos
	Training Fee Policy	Section 4 amended to allow for reduced initial monthly payment for members returning to the monthly payment scheme after the 15 <sup>th</sup> day of a month.

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## Membership types

Silver City Blues (Masters) Swim Club operates three membership categories;

- Life Members - Members who have been awarded this level of membership in accordance with clause C6.1
- Swimming members - Members, other than life members, who are entitled to compete and/or train with the club.
- Associate Members – Members who do not require an entitlement to compete and/or train with the club.

The minimum age for being a member of the is 16.

# Equity Policy

## 1. Introduction

Silver City Blues (Masters) Swim Club is committed to ensuring that every person will be treated equally within the swimming club regardless of age, ability, gender, race, ethnicity, religious belief, sexuality or social/economic status.

Sports equity is about fairness in sport, equality of access recognising inequalities and taking steps to address them. Silver City Blues (Masters) Swim Club is committed to making equity an integral part of all its present and future development plans.

Silver City Blues (Masters) Swim Club welcomes individuals from all parts of the community to enjoy the sport in an environment that is free from discrimination.

Silver City Blues (Masters) Swim Club will ensure that any incidences of discrimination will be treated fairly and according to the Club disciplinary procedures.

All Members of Silver City Blues (Masters) Swim Club have a responsibility to challenge discriminatory behaviour and promote equality of opportunity.

## 2. Equal Opportunity in Swimming

Equal Opportunity is about celebrating difference and diversity and as such providing a swimming structure that can respond to this in a proactive and positive manner.

Swimming is a 'sport for all'. It can and should be enjoyed and made accessible to everyone. Silver City Blues (Masters) Swim Club is committed to the principles and practice of equal opportunities across all aquatic disciplines by all Club Members. The Club work with key partners (swimmers, clubs, teachers, Coaches, officials and administrators) to make every effort to ensure that all participation has equity at its core.

In addressing equal opportunities, Silver City Blues (Masters) Swim Club will respond to issues of equity by recognising that Members, Coaches, officials and administrators adapt and work flexibly in order to respond to the needs of a wide and diverse range of people.

## 3. Key Principles

Taking positive action to increase the involvement of underrepresented groups in all aspects of our organisation, participation and coaching. In doing so, Silver City Blues (Masters) Swim Club supports four key principles as being fundamental to ensuring that everyone can participate in our sport and the achievement of equality of opportunity:

**Entitlement:** People have a right to participate in and access quality and appropriate experiences within swimming.

**Accessibility:** It is the responsibility of the Club – Coaches, officials and administrators – to adapt provision to fit the needs of the many.

**Inclusion:** Wherever and whenever possible, everyone can access the same quality of provision.

**Integrity:** Whatever we do as an organisation to change or adopt provision, it must be of equal worth, challenging, relevant and in no way patronising.

## Inclusiveness Policy

Silver City Blues (Masters) Swim Club are committed to the Club Objectives, as detailed in the Club Constitution and the Club Development Plan. These include promoting Masters Swimming in the area and managing links with the local community. To these ends Silver City Blues (Masters) Swim Club upholds an active policy for the inclusion of all members of the community.

This policy is implemented by granting reduced training fees to the following groups of Members:

- 1 Full-time Student Members will be eligible for a minimum 20% discount on monthly training fees.
- 2 Out of work\* Members will be eligible for a minimum 33% discount on monthly training fees.
- 3 Over 60-year-old Members will be eligible for a minimum 33% discount on monthly training fees.

Other requests for consideration may be made to the Committee, given reasonable justification for the case but any other discounts will be strictly at the Committee's discretion.

\*Qualifying conditions are satisfied for anyone entitled to claim any DWP benefit by virtue of unemployment, incapacity or disability



# Safeguarding Policy

Silver City Blues (Masters) Swim Club are committed to promoting the wellbeing of its Members within our sport to allow them to enjoy a positive experience of swimming and to encourage lifetime participation.

The Club is also committed to providing continuous support, training and guidance to its members in accordance with the policies of Scottish Swimming. Details of these general policies can be found at <https://www.scottishswimming.com/clubs/wellbeing-protection.aspx>.

The following aspects are specific to how these policies are implemented with the Club.

## 1. Wellbeing

As part of the Club's constitutional requirements, a Wellbeing & Protection Officer (WPO) shall be appointed. The WPO is the Club's wellbeing point of contact. The WPO shall communicate useful information, training opportunities and changes in legislation to Club Members, including any updates received via the Wellbeing and Protection Newsletters provided by Scottish Swimming

The responsibilities of the WPO shall be as follows:

- Promote and assist in provision of an effective, safe environment for all Club Members.
- Promote training opportunities for members.
- Handle complaints and disclosures of a Wellbeing and Protection nature.
- Ensure an up to date Safeguarding Policy is maintained.

## 2. Anti-Bullying

The Club shall stipulate within its Code of Conduct that all Members consider the interests of all other Members and others involved within the activities of the Club and treat them all fairly and with respect at all times.

## 3. Mobile Phones

Members shall comply with restrictions placed on the use of mobile phones and other electronic devices either by the facility being used by the Club or restrictions stipulated within the event information of an event being attended by the Club.

## 4. Social Media

The Club operates a closed Facebook group, administered by the Management Committee, for use in relaying general information regarding club events and social activities. Members shall not post or discuss unfavourable comments about Coaches or Members - nor other clubs and their members.

# Volunteer Policy

The Club has an Associate Member category which enables persons to be members of the Club but without the entitlement to train or compete. Associate Members may provide voluntary services to the Club, such as coaching or officiating. Some Life Members and Swimming Members may also provide services to the Club. This policy covers the arrangements for supporting members who provide such services and uses the term “Volunteer” to cover them irrespective of their membership category.

The aims of the Volunteer Policy are to ensure that the Club has adequate Volunteer support (in particular coaching) to meet the needs of Members and to ensure that all are supported, aided in their development and recognised for their efforts where appropriate. To these ends, this policy lays out guidelines for recruitment, retention and reward.

## 1. Recruitment

- 1.1 The Club will advertise for new Volunteers as/when necessary.
- 1.2 Recruitment channels will be appropriate to the role: including internally amongst Club Membership for Committee positions and both internally and externally for Coaching Volunteers when required.
- 1.3 External advertising may include using the “Swimming Times” magazine, local media, personal links and targeted social media (e.g. local university Facebook pages), as appropriate.
- 1.4 The Club will encourage existing Members to volunteer when needed (whether for 1-offs, such as the annual gala, or on-going such as Committee positions, or coaching) in order to utilise the greatest cross-section of Members and to give the membership maximum opportunity to get involved.
- 1.5 The Club will define roles clearly prior to advertising, in order that each volunteer knows what they are applying to undertake in advance.
- 1.6 The Club may, where appropriate and with the prior agreement of the Committee, offer certain defined benefits in kind (such as honoraria for coaching services and payment of courses) to Associate Members, in order to attract appropriately qualified people.

## 2. Retention

- 2.1 As Volunteers, there is no obligation for the Club to give any Volunteer payment, a ‘wage’ nor offer any benefits in kind, unless this has been agreed in advance between the individual and the Committee.
- 2.2 Where it has been agreed by the Committee in advance, reasonable costs incurred in the carrying out of any Volunteer role may be borne (or reimbursed) by the Club. Claims for such costs will be limited to reasonable expenses incurred directly in carrying out the Volunteer’s role and should be supported by relevant invoices and/or receipts. Examples may include, but are not limited to (subject always to prior agreement of the Committee), costs such as: meet travel & accommodation for Coaches; printing, stationary and postage costs incurred by Committee Members etc.

- 2.3 The Club will encourage Volunteers' development in roles by disseminating information regarding appropriate courses and supporting volunteers' efforts on such courses as deemed appropriate in advance by the Committee.
- 2.4 It is the intention of the Club that all Coaches should either hold a minimum of UKCC Level 1 Coaching qualification and be working towards higher levels of qualification where appropriate.
- 2.5 Subject to prior approval by the Committee, the Club may agree to cover a proportion of, or all of the cost of, essential or developmental courses for volunteers. Only in exceptional circumstances will agreement to pay for a course be granted retrospectively and it will be strictly at the Committee's discretion. Course requests will be considered by the Committee on a case-by-case basis and volunteers must understand that no 'precedent' shall apply from previous Committee decisions regarding other courses or other volunteer's course costs. In particular this is intended to protect the Club's finances because circumstances can change over time. The Club will only consider paying for courses when the Club is making a regular operating surplus in the previous quarter and the cost of the course(s) will not take the Club's bank balance below that required for 3 months of operating expenses.
- 2.6 Course costs will be subject to a cumulative maximum of £1,500 per volunteer, per calendar year. Such courses must have direct relevance and benefit to the Club and the Club accepts no commitment to covering costs which were not agreed in advance. Approval for course costs will be by majority vote of the Committee.
- 2.7 This upper limit is just that; it is NOT a target figure for volunteers to aim for and it is anticipated that it will only be in exceptional cases that such a total sum will be granted in any 1 year, in particular because the Committee will only be approving such expenditure as will provide direct benefit to the Club and have a responsibility to ensure that Members' money is spent productively.
- 2.8 Where the Committee deem it appropriate (e.g. in cases of significant expenditure), volunteers will be required to sign a Bonding Agreement with the Club, committing them either to continue providing their services to the club for a certain period of time following the course(s) completion and qualification being awarded or to repay a proportion (as specified in the individual agreement) of the course expense. This is to protect the Club from a Volunteer doing a course and then leaving before the Club gains back appropriate benefit from its expenditure.
- 2.9 The Club should ensure that Volunteers are appreciated and thanked for their efforts at appropriate points (in particular, but not limited to, at the AGM).
- 2.10 When appropriate, the Club may wish to show appreciation for a Volunteer's efforts by the presentation of a one-off gift. The Committee must approve in advance any such gesture of appreciation which will incur a cost to the Club but this should not limit the Club utilising such means to ensure volunteers get the thanks and acknowledgement they deserve.
- 2.11 At the end of every quarter, the Treasurer will include in their financial statement a clear breakdown of costs relating to a) Volunteers' incurred costs and b) Volunteers' course costs for the previous quarter. The Treasurer will also provide an estimate of the amount available for both lines of expenditure in the next quarter. At the end of the final quarter of the financial year these figures must be clearly broken out in the Club's annual financial statement and described explicitly to the membership at the AGM. These actions are to ensure adequate oversight at all stages.

2.12 Appropriate PVG checks will be carried out on volunteer Coaches at least 3-yearly.

### 3. Reward

- 3.1 All volunteers who have been giving their time to the Club for at least 1 month (effectively a 'probationary period' in this context), in particular Coaches who attended poolside during any quarter, will be eligible to be considered for receipt of a discretionary honorarium payment following that quarter. In the case of Coaches, the probationary period may be extended to a maximum of 3 months, at the discretion of the Committee, in order that sufficient sessions can be completed for the Coach to demonstrate their capabilities (e.g. if they only do 1 session / week).
- 3.2 Quarters will be based on calendar months: Feb-Apr, May-Jul, Aug-Oct and Nov-Jan.
- 3.3 Volunteers who have left the Club during the quarter will still be eligible for an honorarium, subject to the agreement of the Committee. In particular, only in exceptional circumstances should a Coach who has left the Club during the quarter be denied their calculated share and this would not be the norm.
- 3.4 Honoraria will only be granted when the Club has a positive bank balance equal to, or greater than, 3 months of the Club's regular operating expenses.
- 3.5 The sum of money available for distribution via honoraria will not be more than the sum of the Club's bank balance, less 3 months of operating expenses and less any other amounts (for specific items or otherwise) that the Committee see fit. The Committee shall consider the medium to long term interests of the Club and its Members when deciding on the amount to make available for any quarter and are under no obligation to make available any particular minimum sum, for example if the Club happens to be cash-rich at any point.
- 3.6 The amount of money in the honorarium pot will be no greater than that required to provide all volunteers with remuneration at the market rate for their activities over the period, commensurate with their hours volunteered and level of qualifications where appropriate. Should the criteria above be met, it is the intention that the honoraria should aim to remunerate all coaching volunteers to a minimum of £8 per hour for time spent coaching on poolside, though this remains at the ultimate discretion of the Club Committee.
- 3.7 The honorarium pot for any quarter just passed will be proposed by the Treasurer and agreed by the Committee by simple majority vote, subject to the exclusion from the vote and discussion thereof of the Chief Coach (or nominated deputy) and any other Volunteer who is to benefit from the honoraria; who will not be eligible to vote due to the obvious conflict of interest. If this means that the Committee will not have a decision-making quorum, then the decision to grant the honoraria can be decided only via a vote by the Club Membership at an EGM or AGM. This is to protect the Club from any opportunity to abuse this process.
- 3.8 The honorarium pot may, if necessary, be divided by the Committee into 2 elements; being that for division amongst the coaches and a separate amount for awarding to any other volunteers the Committee sees fit to reward. It is not anticipated that the latter shall be a regular occurrence. NB Volunteers only become eligible for 'coach' honoraria on completion of both a minimum of either their Level 1 Coaching qualification or National Pool Lifeguard Qualification (NPLQ) and their probationary period. Where a volunteer

has been giving their time for a period equal to or greater than their probationary period whilst gaining the minimum qualification, they can become eligible for the honoraria immediately on completion of their qualification.

- 3.9 The Coach's honoraria shall be distributed amongst the Coaching Team based on the following system, which takes account of hours coached, level of qualifications and amount of preparatory work required.
- 3.9.1 The Management Committee will advise how many hours each member of the Coaching Team attended poolside that quarter as well as the individuals who prepared and provided set lists for each session coached.
- 3.9.2 For each Coach, this number of hours will be multiplied by a factor representing their level of qualifications:  
Level 1 Coach = times 1.0  
Level 2 Coach = times 1.3  
Level 3 Coach = times 1.5
- 3.9.3 For each eligible Coach carrying out preparatory work in writing a setlist an additional multiplying factor of 1.2 will be applied to the number of hours spent "coaching" or delivering the set.
- 3.9.4 The Chief Coach will receive an additional £50 per month in order to reflect the additional responsibility and administrative duties relating to the position.
- 3.9.5 With this number calculated for each Coach, the pot is then divided based on a simple pro-rate of each Coach's number against the total number for all Coaches added together.
- 3.10 Where a member of the Club is training in some sessions and coaching in others and is paying for sessions using the Monthly payment then their honorarium will be increase by 5% of the Monthly training fee for every session they are coaching to compensate them for the lost opportunity for training.

Examples based on a monthly training fee of £35 and coaching honorarium of £10 per hour.

- 1 Coach trains 5 sessions per month and coaches 5 sessions.  
Normal honorarium  $5 \times 1.5 \times £10 = £75$   
Revised honorarium =  $£75 + 0.05 \times 5 \times £35 = £83.75$   
Training fee £35
- 2 Coach trains 10 sessions per month and coaches 5 sessions.  
Normal honorarium  $5 \times 1.5 \times £10 = £75$   
Revised honorarium =  $£75 + 0.05 \times 5 \times £35 = £83.75$   
Training fee £35
- 3 Coach trains 10 sessions per month and coaches 3 sessions.  
Normal honorarium  $3 \times 1.5 \times £10 = £45$   
Revised honorarium =  $£45 + 0.05 \times 3 \times £35 = £50.25$   
Training fee £35

Where a Member of the Club is training in some sessions and coaching in others and is paying for sessions using the Pay As You Go option, then the training fees and honoraria

are treated separately. The Members will be responsible for paying their training fees but will also be eligible to receive an honorarium.

Examples based on a monthly training fee of £10 per session and coaching honorarium of £10 per hour

- 1 Coach trains 5 sessions per month and coaches 5 sessions.  
Normal honorarium  $5 \times 1.5 \times £10 = £75$   
Revised honorarium =  $£75 + 0.05 \times 5 \times £35 = £83.75$   
Training fee  $5 \times £10 = £50$
- 2 Coach trains 10 sessions per month and coaches 5 sessions.  
Normal honorarium  $5 \times 1.5 \times £10 = £75$   
Revised honorarium =  $£75 + 0.05 \times 5 \times £35 = £83.75$   
Training fee  $10 \times £10 = £100$
- 3 Coach trains 10 sessions per month and coaches 3 sessions.  
Normal honorarium  $3 \times 1.5 \times £10 = £45$   
Revised honorarium =  $£45 + 0.05 \times 3 \times £35 = £50.25$   
Training fee  $10 \times £10 = £100$

3.11 Distribution of honoraria will be via cheques or bank transfer signed/approved by 2 signatories, who are not themselves beneficiaries.

3.12 At the end of every quarter, the Treasurer will include in their financial statement a clear breakdown of costs relating to volunteers' honoraria. The Treasurer will also provide an estimate of the amount available for this expenditure in the next quarter. At the end of the final quarter of the financial year these figures must be clearly broken out in the Club's annual financial statement and described explicitly to the membership at the AGM. These actions are to ensure adequate oversight at all stages.

# Data Protection Policy

## 1. Data Requirements

Silver City Blues (Masters) Swim Club is a non-profit organisation dedicated to the provision of masters swimming activities in Aberdeen and the Aberdeenshire area. The club is affiliated to Scottish Swimming, a constituent part of British Swimming Limited. All Club Members are also members of Scottish Swimming.

Silver City Blues (Masters) Swim Club will be the “controller” of personal information provided to the Club by the Members through the membership form (known as Google Forms), unless otherwise stated. When registering as a member of Silver City Blues (Masters) Swim Club or when renewing membership, the Club we will ask for the following personal information:

- First name, last name, email address, postal address, date of birth, contact telephone number (mobile or land line) and emergency contact details;
- Membership category (Training/Competition/Volunteer/Coach);
- Participation details - other disciplines.

Associate Members of Silver City Blues (Masters) Swim Club, will be asked to provide the following personal information:

- First name, last name, email address, postal address, date of birth, contact telephone number (mobile or land line) and emergency contact details;

Individuals who take part in competitions or events organised by Silver City Blues (Masters) Swim Club may be asked to provide the following personal information:

- First name, last name, email address, date of birth, contact telephone number (mobile or land line), gender, SASA number, club.

## 2. Use of Members Personal Information

The Club collect personal information of Members in order to manage the Club’s overall membership. The Club will use Members’ personal information to:

- Provide Members with core services, including maintaining annual membership with SASA which provides Members with insurance while training at Club sessions, voting at the AGM, and information of competitions;
- Set up online membership with SASA and
- Distribute membership communications by email in relation to essential membership services, including but not limited to, AGM notices, membership renewals and membership fees.

If a member does not provide the Club all of the requested personal information this may have a detrimental affect the Club’s ability to offer the above membership services and benefits.



### 3. Reasons for the Club's Request for Members' Personal Information – Legitimate Purposes

The Club also processes Members' personal information in pursuit of the Club's legitimate interests to:

- Promote and encourage participation in Masters Swimming by sending Members communications and booking information about upcoming competitions and events. The Club's competitions and events may be filmed or photographed and Members' personal information may be used in images captured from our competitions and events, which the Club may use for promotional, education and development purposes;
- Host competition in Masters Swimming by accepting and managing entries for competitions held by the Club and checking entrants' personal information to ensure they compete in the correct category;
- Monitor and develop participation in Masters Swimming by monitoring Members' engagement and participation through training/competition/social events and inviting Members to participate in surveys for researching and development purposes;
- Invite Members as award winners or guests to the Club's annual awards (Christmas) dinner. This includes asking Members to nominate individuals for awards and shortlisting such individuals to select the winners, who the Club will then contact by email;
- Develop and maintain Members' qualifications, including sending email communications to Members to inform them of upcoming courses, renewal requirements and verify that mandatory training courses and PVG / child protection requirements are meet/ completed.
- Communicate with Members regarding questions, comments, support needs or complaints, concerns or allegations in relation to aquatic disciplines. The Club will use Members' personal information to investigate any complaints, to suspend membership and to take disciplinary action where appropriate;
- Run the Scottish Swimming membership check which can be found online at <https://www.scottishswimming.com/membership/membership-check.aspx>
- In addition to being a sports club, the Club is also a Social club, and therefore will be contacting Members about social events and activities organised by the Club for its Members or for the advertisement of branded club kit.
- Where the Club processes a Member's personal information in pursuit of legitimate interests, Members have the right to object to their personal information being used for the above-mentioned purposes. Any objections should be made in writing and submitted to the Membership Secretary ([membershipsecretary@silvercityblues.org.uk](mailto:membershipsecretary@silvercityblues.org.uk)). If the Club agree and comply with the Member's objection, this may affect the Club's ability to undertake the tasks detailed above for the benefit of the member.

For Volunteers, the Club will be required to collect personal information relating to criminal convictions or alleged commission of criminal offences where the Member is required to complete a Protection of Vulnerable Groups (PVG) check under the Protection of Vulnerable Groups (Scotland) Act 2007. This information will include PVG certificate number, PVG membership number, date of issue and any relevant information in relation to your membership of the PVG Scheme.

If a PVG certificate is not clear, the Club will have legitimate interest to request references and any other applicable information to allow consideration as to whether or not the individual can volunteer in a regulated role with children and/or vulnerable adults.

Where the Club processes personal information in pursuit of our legitimate interests, Members have the right to object to their personal information being used for the above purposes. Members and participants in club organised events should submit all objections in writing to the Membership



Secretary ([membershipsecretary@silvercityblues.org.uk](mailto:membershipsecretary@silvercityblues.org.uk)). If the Club uphold the objection, this may affect the Club's ability to undertake the tasks detailed above for the benefit of the individual.

#### **4. Reasons for the Club's Request for Members' Personal Information – Legal Obligations**

The Club are legally obliged to process certain personal information relating to Members for the purposes of complying with our responsibilities under:

- The Charities and Trustee Investment (Scotland) Act 2005 to maintain a register of Members, which includes Members' name, address, date membership with the Club began and the date membership ceased, hold general meetings, including issuing notices and voting arrangements;
- The Protection of Vulnerable Groups (Scotland) Act 2007 to check that Silver City Blues (Master) Swim Club's have been granted clearance to undertake regulated work with children and vulnerable adults, and
- The Equality Act 2010, which requires the Club to process personal information of its Members to make reasonable adjustments where necessary.

The Club may ask its Members for permission to process personal information for additional purposes. Where this is the case the Club will provide Members with an additional privacy notice with updated information on how the information will be used.

#### **5. Organisations With Which the Club Shares Members' Personal Information**

If a Members' personal information is included in any images or videos taken by the Club at a training session, competition and/or event, the Club may share this information on the Silver City Blues (Masters) Swim Club public webpage ([www.silvercityblues.org.uk](http://www.silvercityblues.org.uk)) or public Facebook page (<https://www.facebook.com/SCBMasters>) in order to publicise club activities; or on the Silver City Blues (Masters) Swim Club's closed Facebook group. (<https://www.facebook.com/groups/SilverCityBlues/>) or closed YouTube page (<https://www.youtube.com/silvercitybluesorguk/>) as part of the training program.

If a member does not wish images and videos which they are part of to be shared please contact the Membership Secretary in writing and submit to [membershipsecretary@silvercityblues.org.uk](mailto:membershipsecretary@silvercityblues.org.uk).

The Club may be required to share personal information with statutory or regulatory authorities and organisations to comply with statutory obligations. Such organisations including the Health and Safety Executive, Disclosure Scotland, and Police Scotland for the purposes of safeguarding Members.

The Club may also share personal information with professional and legal advisors for the purposes of taking advice.

In the event that the Club do share personal information with external third parties, only personal information strictly required for the specific purposes will be supplied and the Club will take reasonable steps to ensure that recipients shall only process the disclosed personal information in accordance with those purposes.

Membership information will be shared with Scottish Swimming who will become a controller of your personal information once it has been received. Scottish Swimming's privacy notice explains how they use Members' personal information and can be accessed at <https://www.scottishswimming.com/membership/data-protection.aspx>.

The results for competitions where Athletes or Participants represent Silver City Blues (Masters) Swim Club will be published on the Club's public website. This would include competitors' name, age, club and result.

## 6. Means by Which the Club Protects Members' Personal Information

Silver City Blues (Masters) Swim Club use Google Drive through Google Forms and Google Spreadsheet to collect and store personal data of the Club's Members. Access is restricted to the Officers of the Club and the Membership Secretary, for the purposes set above.

For external volunteers and competition entrant's personal information the Club uses a Dropbox. Access is restricted to only active Members of the Silver City Blues (Masters) Swim Club Committee for the purposes set out above.

Silver City Blues (Masters) Swim Club uses Mailchimp for the distribution of all emails. Access is restricted to only active Members of the Silver City Blues Committee for the purposes set above.

All three platforms are compliant with applicable ISO standards.

## 7. Data Retention Period

The Club will only keep Members' personal information for as long as necessary to provide membership services. The Club will review and delete a member's personal information when a member has ceased membership for a continuous period of six years, unless the Member has provided permission for the personal information to be stored.

The Club will keep certain personal information of Members for longer in order to confirm Members' identity, and to identify the period of membership with Silver City Blues (Masters) Swim Club. The Club is required to store this information in the event of a claim against Silver City Blues (Masters) Swim Club.

## 8. Members' Rights

A member can exercise any of the following rights by writing to the Membership Secretary at [membershipsecretary@silvercityblues.org](mailto:membershipsecretary@silvercityblues.org). Members' rights in relation to their personal information are:

- You have a right to request access to the personal information held by the Club by making a "subject access request";
- If an individual believes that any of their personal information is inaccurate or incomplete, they have the right to request that Club correct or update the stored personal information;
- A Member has the right to request that the Club restrict the processing of their personal information for specific purposes; and

The right to request that personal information relating to them is deleted.

Any requests received by Silver City Blues (Masters) Swim Club will be considered under applicable data protection legislation. If a Members remain dissatisfied with the decision reached by the Committee, they have the right to raise a complaint with the Information Commissioner's Office at [www.ico.org.uk](http://www.ico.org.uk).

## **9. Reasons for the Club's Request for Members' Personal Information – Events Notifications.**

Where permissions have been given, the Club will contact Members with email notifications about events which are organised by Silver City Blues (Masters) Swim Club or events which the Club will be participating in.

When a new Member joins the Club, email communications for social events / annual meet / other upcoming meet information in which Silver City Blues (Masters) Swim Club might like to participate in will be periodically sent to them.

Relevant Members of Silver City Blues (Masters) Swim Club will receive emails containing information requesting assistance at upcoming events or information on relevant upcoming training courses.

Participants in events organised by Silver City Blues (Masters) Swim Club may be sent email communications regarding other relevant event/s.

Member's communication preferences can be changed at any time or requests made in writing requesting to unsubscribe from the Silver City Blues (Masters) Swim Club mailing lists by contacting the Membership Secretary ([membersecretary@silvercityblues.org.uk](mailto:membersecretary@silvercityblues.org.uk)).

There is also an 'unsubscribe' button at the bottom of every email communication sent out by the Club.

# Complaints/ Grievance Policy

## 1. General

A complaint may be made in the circumstances described within the Club's constitution. Any Individual or Body who is the subject of a complaint will be offered the opportunity to be heard in their defence.

The appropriate body to consider the complaint is as follows:

1. For Club constitution and/or rules – Silver City Blues (Masters) Swim Club
2. For complaints against other Members of the Club – Silver City Blues (Masters) Swim Club
3. For Scottish Swimming Governance and/or rules – Scottish Swimming
4. For child protection, vulnerable group protection or criminal offence - Scottish Swimming
5. For drug offences - British Swimming

The Club will initially try to resolve the complaint through informal conciliation. Depending on the nature of the complaint, and with the agreement of all parties, the Club may make use of an independent facilitator appointed by Scottish Swimming.

## 2. Complaint Involving the Club Constitution and/or Rules or Other Members of the Club

### 2.1 Raising a Complaint

The written complaint must reach the Club not later than 30 days after the incident that gave rise to it, but the Club Complaints Panel (CCP) Chairperson may, at their discretion, extend this period up to six months in any case in which they are satisfied that it was not practicable for the complaint to be made within 30 days of the incident.

Complaint should be submitted to the Club on the appropriate form, which can be obtained by contacting the Club Secretary ([Secretary@silvercityblues.org.uk](mailto:Secretary@silvercityblues.org.uk)).

The written complaint must detail the matter(s) with which the complainant is dissatisfied and the reasons for their dissatisfaction.

The Management Committee shall appoint a CCP which will be formed from three Members of the Club. Of these at least two should be Members of the Management Committee and of these at least one but not more than two should be Members of the Club 's Management Committee.

No Panel Members shall participate in a hearing in which they have a personal involvement with either the subject matter(s) or the parties to the complaint or be present at such a panel.

One member should be appointed as Chair of the panel and the Club Secretary should carry out the administration for all complaints.

The Secretary will acknowledge receipt of the complaint in writing within 14 days.

All Respondents will be given the opportunity to respond to the complaint against them. They will be sent a copy of the written complaint and then given 14 days to respond to the allegations in writing.

## 2.2 Complaints Hearing

The CCP Chair shall arrange the date and venue for the CCP to consider the complaint, which must be within 60 days of receipt of the complaint and shall give the parties at least 14 days' notice of the arrangement.

If the CCP Chair becomes aware of any unavoidable circumstances which will prevent a hearing being held within 60 days from receipt of the complaint, they shall have the discretion to extend the period for the hearing to a maximum of 120 days from receipt of the complaint, and shall notify the parties as soon as the decision to extend the period is made giving the reasons.

The Chair may seek written or verbal evidence from any person who may be able to help the Hearing.

The proceeding shall be flexible and shall be at the discretion of the Chair who shall ensure that manuscript notes of the proceedings are taken.

The hearing must be attended by;

- The complainant
- The respondent
- The members of the CPP

It may also be attended by

- The complainant's friend, if desired
- The respondent's friend, if desired
- The Scottish Swimming Facilitator, if required

If the mediation process is unsuccessful, the complaint will be referred to Scottish Swimming and be dealt with through their formal process.

In any case, where a complaint is upheld, the record of any previous transgressions of the person concerned shall be sought by the Chair of the Panel before the Panel considers the imposition of a penalty.

A Panel may make whatever order it considers just, including the imposition of a financial penalty and/or exclusion/suspension for a period.

The Chair of the Panel shall arrange for the decision to be communicated in writing to the parties and the Club within 14 days of the date of the meeting.

The Chair of the Panel at which the complaint is heard shall arrange for a copy of the finding with all the attendant documents to be sent to the Club Secretary for record.

## 2.3 Outcomes

### Powers of the Club

For a breach of its own Rules, a Club may suspend a member from activities wholly within its own jurisdiction provided that before doing so, it informs the member of the alleged offence and the requirements of their governance documentation have been satisfied.

### **Powers of Club Complaints Panel**

Suspensions and fines may be imposed on Individuals by the CCP provided the requirements of their governance documentation have been satisfied.

### **Suspensions**

A person under suspension shall not participate in any activity organised by the Club or controlled by the Club unless there are any exceptions detailed within their governance documentation.

Where appropriate a person may be given a limited suspension provided the limitation(s) are clearly defined (e.g. a person may be suspended from all competition activities but allowed to continue in training and administration activities).

An eligible competitor taking part in competitions, exhibitions or demonstrations with someone whom they know to be under suspension may themselves be suspended.

Suspensions by the CCP shall be binding on all Clubs and Districts of Scottish Swimming.

Suspensions and the lifting of suspensions shall be reported to Clubs, Districts and Scottish Swimming as appropriate.

### **Fines**

Fines may be imposed on Individuals by the CCP. The value of the fine will be as determined by the CCP.

When a fine (not subject of an appeal) due to the Club has not been paid the Club can, after due warning, suspend the Individual until payment is made.

## **2.4 Appeal Process**

There is leave to appeal against a decision taken by a Club, or any individual(s) or organisations empowered to act on behalf of the Club.

An Appeal shall be made by lodging the appeal with Scottish Swimming no later than 14 days after receipt of the written notification of the decision. In dealing with Appeals for a decision of a Club or the CCP the appropriate Body to consider an appeal will be Scottish Swimming.

Decisions arising from the normal course of business of a Club on administrative and technical matters, appointments and selection of teams may not be the subject of an appeal.

When Leave to Appeal is made, the decision against which the appeal is being made shall be suspended, except in exceptional cases which shall include but not be limited to circumstances where Child Protection is an issue. For the avoidance of doubt Scottish Swimming will decide whether or not the case is an exceptional case for the purposes of the forgoing sentence.

Further information on this process is available at

<https://www.scottishswimming.com/clubs/manage-your-club/complaints.aspx>

## **3. Complaint involves the SASA constitution and/or rules**

If the complaint involves the SASA constitution and/or rules the complainant should contact the Director of Services to pursue the complaint.

Further information on this process is available at

<https://www.scottishswimming.com/clubs/manage-your-club/complaints.aspx>

#### **4. Complaints Involving Child Abuse or Other Criminal Offences**

If the complaint involves child abuse or other criminal offences the complaint must be referred to Scottish Swimming's Safeguarding Officer or Chief Executive within 48 hours. Failure to do so may result in disciplinary action. The Chief Executive, Safeguarding Officer, Legal Adviser, Director of Services and the Chair of the Board of Directors shall deal with such cases as appropriate. For such cases no fee is required and the initial contact need not be in writing.

#### **5. Complaints Involving the use of Drugs**

If the complaint involves the use of drugs the complaint shall be referred to the Secretary of the British Swimming (BS) for action, and no further action will be taken by the Club under the Complaints/Grievances Policy. The BS shall deal with all cases involving drugs and their decisions in such cases shall be accepted by the Club.

#### **6. Flowchart for Complaints referred to Scottish Swimming**

A flowchart for the Scottish Swimming complaints process is available at

<https://www.scottishswimming.com/clubs/manage-your-club/complaints.aspx>

# Communications Policy

## 1. General

The Club will aim to keep its Members informed of all relevant issues and events which affects them. It will also maintain communications with relevant external bodies.

The primary means of communication will be by use of the Club's web site and by e-mail.

Other forms of communication such as the Club's Facebook page and What's App will be used where appropriate but these will be used informally and without guarantee that all relevant information will be passed on to Members using these media.

## 2. Club Website

The Club's Management Committee will maintain a website at [www.silvercityblues.org.uk](http://www.silvercityblues.org.uk). Its main aim is to provide a repository of information which the Members can rely on to be complete and accurate. It also provides some information about the Club for other members of the swimming community.

It will contain, among other things, sections for;

- General News
- Forthcoming Events
- General information about the Club
- Training arrangements
- Documents including, but not limited to, the Club constitution, policies, procedures.
- The annual Silver City Blues Masters Meet.

## 3. E-mail

The Club will maintain an e-mail system on MailChimp, or equivalent system, which it will use for issuing information of interest to the membership as a whole or to groups with specific interests. This will be the primary means of informing Members of competitive and social events and other information which is of interest and which may require some action to be taken within the short to medium term (up to two months). E-mails will generally provide links to web sites where more information is available.

Communication with specific Members will be directed to their individual accounts. Where an e-mail is sent on behalf of the Club, these will be blind copied so as to avoid disclosing the addresses of the Members concerned.

An e-mail group will be maintained which includes all Members of the Committee. This will be updated as Committee positions change.

An e-mail group will be maintained which includes all Members of the Coaching staff plus the President, Vice-President, Club Secretary and Membership Secretary. This will be updated as Committee positions and Coaching staff change.



## **4. Dropbox Folders**

The Club will maintain a Dropbox folder (with a range of sub-folders) for the use of the Committee to store documents of relevance to the operation of the Committee. This will be administered by the Club Secretary.

The Club will maintain a second Dropbox folder (with a range of sub-folders) for the use of the Officers of the Club, the Membership Secretary and the Coaches to store documents of relevance to the work of the Coaches. This will be administered by the Head Coach.

## **5. Facebook**

The Club will maintain a Facebook group to allow sharing of informal information by its Members. It will not be used as the sole means of communicating information and will generally direct Members to where they can obtain more information on a given topic. This will be administered by the Secretary and up to two other members of the Committee.

The Club will also maintain a public Facebook page. This will be administered by the Meet Secretary.

## **6. WhatsApp**

The Club will operate a WhatsApp group for Members of the Committee where a rapid interchange of information is required over a short period.

The Club will operate a WhatsApp group for the Club Coaches where a rapid interchange of information is required over a short period. The group will also contain the President, Vice-President, Club Secretary and Membership Secretary.

WhatsApp will not be used for the transmission of information which recipients may need to refer to more than 3 days after it has been sent or to send documents. E-mail is the preferred means of communication in these circumstances.

## **7. Post**

It is not intended to communicate with Club Members using a postal service unless a member does not have an e-mail address.

## Training Fee Policy

The aim of the Training Fees policy is to ensure that Club Members have access to coached training sessions at a frequency which suits their needs. It is also intended to ensure that the Club derives sufficient income from training fees to pay for training facilities and Coaches.

### 1. Training Fee Payment Options

The Club will provide coached training sessions for its Life Members and swimming Members. There are two mechanisms for paying for training;

**Option 1 - Monthly Training Fee:** Members pay a fixed amount which gives them access to all club sessions.

**Option 2 - Pay As You Go Training Fee:** Members pay a fixed amount per session they attend.

### 2. Training Fees

The Club's Management Committee will set the training fees and may adjust these at any time. Within both options there are reduced fees for full time students and Members over the age of 60.

### 3. Attendance Records

The Club Coaches will maintain records of who attends each session. Overall control of these records will be the responsibility of the Head Coach. In addition to other purposes, this will enable a check to be made that Members paying training on the Pay As You Go option are paying the appropriate amount.

### 4. Selection and Change of Training Fee Options

Membership application and renewal forms provide a section in which to indicate the chosen option.

Members should inform the Club Treasurer if they wish to change.

All Members not electing to use the monthly training fee option will be subject to Pay As You Go Training fees for any sessions attended.

A Member using the monthly training fee option may elect to stop paying the monthly fee at any time. After this time, they will attend training sessions, if any, using the Pay As You Go option. If a Member transfers to the Pay As You Go option the Member cannot return to the monthly scheme in the following three months.

A member using the Pay As You Go option may elect to change to the monthly training fee option at any time after they have been using this option for three months. In the month in which they elect to return to paying the monthly training fee, a member may elect to continue paying by Pay As You Go for the rest of that month or to make a bank transfer for an amount to cover their fees for that month and also to set up a standing order to cover subsequent months. If a member elects to start monthly payments on or before the 15<sup>th</sup> of the month, they will be due to pay the full monthly fee. If a member elects to start monthly payments after the 15<sup>th</sup> of the month, they will be due to pay 50% of the monthly fee.

## **5. Payment of Training Fees**

Members wishing to use the monthly training fee option are required to arrange to pay this by standing order to the Club's bank account.

Monthly Training fees are due on the 1st day of the month to which they relate.

All payments for the Pay As You Go option must be made by bank transfer to the Club's account.

Pay As You Go Training fees are due to be paid by 15th day of the month following the month to which they relate.

# Relay Team Policy

This policy applies only to Masters events.

All Members of the Club are encouraged to take part in relay teams in addition to competing in individual events.

## 1. Information Collection

- 1.1 For each competition which the Club is likely to have sufficient Members to compete in relay events, a member of the Committee will take responsibility for co-ordinating the selection and entry of relays.
- 1.2 For each event, a notice will be issued to all Members, on the Club's e-mailing list and via the Club's Facebook page, inviting them to indicate their willingness to take part and in which events.
- 1.3 A link to the method for entering will also be placed in the Calendar section of the Club's web site (<http://www.silvercityblues.org.uk/calendar/>)
- 1.4 A deadline for indicating interest will be set such as to allow sufficient time to select teams and submit the entries.

## 2. Selection

- 2.1 The relay team co-ordinator will be responsible for and have the authority to select the teams with the twin objectives of;
  - Maximising the number of teams entered so as to give those who indicated a willingness to compete in an event are given the opportunity to do so, and
  - In events at Scottish National level and above, maximising medal winning potential.
- 2.2 Swimmers will only be included in relays they have agreed to be selected for.

## 3. Notification of Entries

The relay co-ordinator will be responsible for;

- Notifying all Members who expressed a willingness to compete in relay events of the selections;
- Submitting relay entries into the competition.
- Submitting team lines in accordance with the rules of the competition.
- Providing a written list of teams for reference by Club Members at the competition.

## 4. Payment

- 4.1 The cost of entering relays to events below Scottish National Championship level will be paid for by the Club.
- 4.2 For competitions above Scottish National Championship level 50% of the cost of entering relays will be paid by the Club with the remainder being covered by the Members of the relay team.
- 4.3 The relay co-ordinator will be responsible for;
  - a) Calculating the total amount due from each Member.
  - b) Collecting the money or checking that it has been paid into the Club bank account, and maintaining a record of outstanding dues.
  - c) Money due shall be paid within one month of the event.

# Policy Regarding Officials at Non-Masters Competitions

## 1. Purpose

- 1.1. This policy has been put in place for Silver City Blues Members who compete at non-masters' competitions, to ensure the rules of the meets are met regarding providing officials and to prevent the Club from being given a financial penalty for failing to comply with these regulations.
- 1.2. The Club work very hard to maintain a good relationship with the North District swimming community. Repeat offences and failure to comply with North District rules and regulations will harm this relationship and could put the annual Silver City Blues swim meet at risk as it will make sourcing officials from within the district harder to do.

## 2. Scope

This policy applies to all non-masters competitions which Silver City Blues member(s) have entered or are planning to enter.

## 3. Responsibilities

- 3.1. It is the responsibility of Members competing at the competition to ensure that they have read the rules of the competition and understand the requirements for providing officials.
- 3.2. If the requirements for providing officials are not clear in the information pack then it is the responsibility of the Members entering the competition to clarify what the requirements are with the organisers.
- 3.3. It is the responsibility of the Members competing at these competitions to source and provide the correct number of officials for the competition. The Committee can provide details of qualified officials from within the Club who are willing to be contacted, however those entering the competition should aim to source their own officials first and it cannot be guaranteed that anyone from the Club will be available.

## 4. Implications of failing to comply with this policy

It will be the responsibility of the Members entering the competition to pay any fines received by the Club as a result of not providing the correct numbers of officials. The fine will be split equally between all Members who entered the competition.

## 5. Qualifications for officials

The committee can provide information regarding training courses for timekeepers and judges as required to ensure the requirements of the above policy can be met.