

Ripple Effect Coaching Program

Appendix A – Terms and Conditions

1. SWIMMING WA'S OBLIGATIONS

Swimming WA (SWA) shall during the Term:

1.1 Supply and Notice

Swimming WA will supply :

- Where practical, provide you with reasonable notice to enable you to fulfil your obligations under this Agreement.
- Where practical, provide you with reasonable resources to enable you to fulfil your obligations under this Agreement.

2. COACH'S OBLIGATIONS

The Coach shall during the Term:

2.1 Undertake the Ripple Effect Coaching Program (Program)

Undertake the Program in an endeavour to meet the strategic objectives outlined within the program.

2.2 Participate in Program Activity

Participate in all components of the program as reasonably requested, including but not limited to group workshops, program meetings and mentoring sessions.

2.3 Complete Program Activity

Complete all required activities and duties associated with the program as reasonably requested, including but not limited to action plan development and implementation and administrative requirements.

2.4 Demonstrate Behaviours

Comply with all lawful and reasonable requirements of Swimming WA, including but not limited to adherence to [SPIRIT values](#) and group-identified behaviours as outlined within the program.

2.5 Code of Conduct

Comply with Swimming WA Codes of Conduct, Swimming WA Rules, Guidelines and Policies and Swimming Australia Code of Conduct.

3. RESTRICTIONS ON USE OF IMAGE

3.1 No conflict with Swimming WA Sponsors or prejudice Swimming WA

Without prior approval, the Coach shall not be entitled to exercise his/her rights where such use or utilisation of the name, signature, photograph, likeness, reputation, and identity would:

- 3.1.1** conflict with or in any manner prejudices the name, reputation, image, products or services of any Sponsor of Swimming WA. The Coach agrees that Swimming WA may nominate persons, corporations or entities who make a substantial contribution

to Swimming WA to be its Sponsors from time to time; or
3.1.2 are prejudicial to the interests of Swimming WA, or which may bring the Sport into disrepute.

3.2 Intellectual property of Swimming WA

The Coach shall not use or utilise any intellectual property of Swimming WA including without limitation any registered trademark, logo, design or any item of playing apparel or any component of such intellectual property without the written consent of Swimming WA as the case may be, first had and obtained, nor shall the Coach grant any rights to use or utilise his/her name, signature, photograph, likeness, reputation and identity or endorse any product or service in trade or commerce in such a way as to connote the sponsorship, approval or affiliation of Swimming WA without the prior written consent of Swimming WA first had and obtained.

4. PROMOTION AND PUBLICITY

4.1 Appearances, Photos and Film

4.1.1 The Coach may be requested to make themselves available for Swimming WA ambassador initiatives, including but not limited to recorded interviews or public speaking engagements.

4.1.2 The Coach shall make such personal appearances as requested by Swimming WA in accordance with this clause at no cost or charge to Swimming WA unless approved by the Chief Executive Officer (CEO).

4.2 Promotion of Swimming WA

The Coach hereby authorises Swimming WA to use and utilise the Coach's name, signature, photograph, likeness, reputation and identity on any number of occasions and without cost or charge to Swimming WA for promoting Swimming WA. The Coach acknowledges that the promotion of the name, reputation, product, or service of any Sponsors of Swimming WA shall be deemed to be a promotion of Swimming WA.

4.3 Media and Public Statements

4.4.1 The Coach acknowledges and agrees that he/she will not, without the prior written approval of the CEO, or any person authorised by the CEO for such purpose, supply any information by any means to the media or make any public statements relating to the activities or policies of Swimming WA.

4.4.2 The Coach acknowledges and agrees that he/she will consult with the relevant Swimming WA staff prior to any approved media interview to ensure consistency of the Swimming WA message and integrity of the brand is upheld at all times.

5. PERSONAL INFORMATION

The Coach acknowledges and agrees that:

5.1 Swimming WA collects Personal Information when considering applications for admission to the Program and while administering the Program;

5.2 Swimming WA may store Personal Information that it has collected regarding the Coach in any form and any Swimming WA officers, employees, agents or contractors authorised by the CEO may access this Personal Information;

5.3 Swimming WA may disclose Personal Information that it has collected regarding the Coach to third parties where that information is of a general and biographical nature in



response to requests for information of this type or as, a part of the Swimming WA public relations activities, including placing this information on its Internet and Intranet web sites. Such information may include the Coach's:

- 5.5.1 name;
- 5.5.2 home State or Territory;
- 5.5.3 sport and sporting event(s);
- 5.5.4 member club; and
- 5.5.5 career highlights

6. INJURY/ILLNESS

6.1 Safe and Healthy Practices

Swimming WA shall provide or will ensure a training environment which is free of any unreasonable risk to the health, safety and welfare of the Coach. Without limitation, Swimming WA shall observe and carry out its obligations under the applicable Work Health and Safety Act or its equivalent.

7. BEST ENDEAVOURS

The parties to this Agreement shall use their best endeavours, in relation to any matter or thing directly within their control, to bring about compliance with all the provisions of this Agreement.

8. DISPUTE RESOLUTION

Disputes relating to decisions and application of this policy are bound by Part Four (Dispute Resolution, Mediation and Disciplinary Action) of the Swimming WA Constitution which can be found [here](#).

9. INDEMNITY

The Coach agrees to:

9.1 indemnify and hold harmless Swimming WA to the full extent allowed by the law from all claims and demands of every kind including, but not limited to negligence and breach of contract arising from or in conjunction with any damage, injury or loss which may be suffered by the Coach during the Term howsoever caused, and

9.2 irrevocably releases Swimming WA, to the full extent allowed by law, from all claims and demands of every kind including, but not limited to negligence and breach of contract arising from or in conjunction with any damage, injury or loss which may be suffered by the Coach during the Term howsoever caused, save as specified in Clause 6 hereof.

10. DEFAULT AND TERMINATION

10.1 This Agreement may be terminated or the services or support provided by Swimming WA pursuant to this Agreement may be suspended in whole or in part for such period as the CEO determines:

10.1.1 If the Coach is in breach of any of his/her obligations under this Agreement and the breach continues for a period of twenty-eight (28) days after notice in writing by Swimming WA to the Coach requiring the breach to be remedied.

11.2 Swimming WA Breach The Coach may terminate the Agreement if Swimming WA is in breach of any of its obligations hereunder and the breach continues for a period of twenty-eight (28) days after notice in writing by the Coach to Swimming WA requiring the breach to



be remedied.

11.3 Consent Any party with the written consent of the other may terminate this Agreement.

