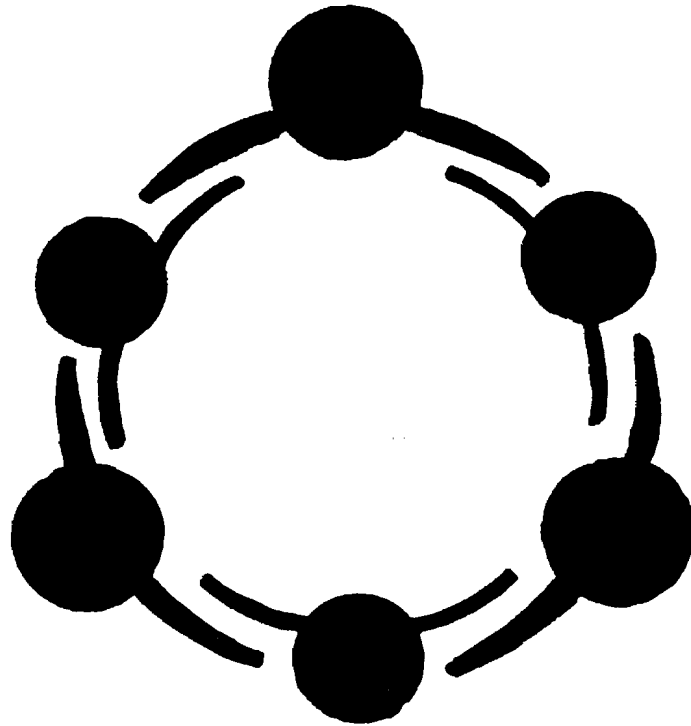


Halliwick Association of Swimming Therapy



Policies & Procedures of Halliwick Association of Swimming Therapy

3rd Edition

Halliwick AST, c/o ADKC Centre, Whitstable House,
Silchester Road, London, W10 6SB.
Website: www.halliwick.org.uk

REGISTERED CHARITY 250008



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Policies & Procedures of Halliwick AST

Whilst every effort has been made to provide information that is up-to-date, readers should recognise that the topics covered in this booklet are governed by laws, policies, regulations and guidelines that are frequently amended and updated. Halliwick Association of Swimming Therapy (Halliwick AST) does not and does not purport to offer or give legal advice. The content of this booklet is for guidance only and should not be construed in any way as a statement of the law or an offering or giving of legal advice. Readers are advised to check the latest information available from appropriate organisations and to seek independent legal advice where necessary. Halliwick AST is not responsible for the content of any website other than its own.

	Page(s)
1 Constitution	3 - 10
2 Privacy Policy (Data Protection)	11 - 16
3 Complaints/Grievance Procedure	17
(i) Formal Complaints Procedure	18
(ii) Regulations for the Award of Course Certificates	19
(iii) Appeals Procedure Relating to Assessment of Courses/Awarding of Certificates	20
(iv) Procedure For Complaints of a General Nature Concerning Halliwick AST Courses	21
(v) Complaint/Appeals Form in Relation to an Assessment On a Course	22
(vi) Complaint/Appeals Form in Relation to an Assessment For a Certificate of Competence	23
(vii) Complaint/Appeals Form in Relation to General Complaints Concerning a Course	24
4 Reproduction/Translation of Halliwick AST Materials	25 - 27
5 Equal Opportunities Policy	28
6 Anti-Bullying Policy	29
7 Policy On Dealing with Disruptive Behaviour	30
8 Policy On Physical Contact	31
9 Volunteer Policy	32
10 Guidelines On the Use of Copyright	33
11 Travel and Subsistence Policy	34 - 35
12 Halliwick AST Logo	36

1 – Constitution

Halliwick Association of Swimming Therapy

INAUGURATED 1952

REGD.CHARITY 250008



formerly known as the Association of Swimming Therapy

CONSTITUTION

This document shall form the CONSTITUTION of the Halliwick Association of Swimming Therapy

AND in accordance with the final Clause of this Constitution (being Clause 27) is adopted on this 29th day of April 2012

1 Name

- (1) The Association (formerly known as the Association of Swimming Therapy) shall be called the Halliwick Association of Swimming Therapy (hereinafter “the Association”) and shall have a badge and seal.
- (2) The aforementioned name of the Association may be abbreviated only as follows: “Halliwick AST”.

2 Seat of the Association

- (1) The Association shall have its seat in and be registered in the United Kingdom. The official language of the Association shall be English (United Kingdom) that shall be used for all official and other texts of the Association for all purposes.

3 Administration and Glossary of Terms

- (1) Subject to the matters set out below, the Association and its property shall be administered and managed in accordance with this Constitution by the members of the Executive Committee (see Clause 7 below).
- (2) Note further, in this document:
 - (a) the word “swimming” shall include all aquatic activities and shall include for example, diving, water games and associated activities, whether in or out of the water;
 - (b) the word “disability” shall cover any disability, whether physical, mental or sensory as well as any other condition considered on medical advice to merit help;
 - (c) the word “club” shall include any affiliated body save as may otherwise be defined within this document;
 - (d) the word “Halliwick ASTRA” shall mean Halliwick Association of Swimming Therapy, Regional Association;
 - (e) the word “Region” shall mean any regional Halliwick ASTRA of the Association.

4 Objects

- (1) The objects of the Association shall be:
 - (a) to encourage, promote and teach swimming for people with disabilities;
 - (b) to further the instruction of, and teaching by, the specialised method known as the Halliwick Concept;
 - (c) to establish and maintain by education and examination, a proper standard of instruction;
 - (d) to stimulate public opinion towards providing proper facilities and accommodation for teaching and practicing swimming for people with disabilities;

- (e) to draw up, publish and enforce uniform regulations for the control and administration of swimming for people with disabilities;
- (f) to promote swimming competition for people with disabilities amongst clubs, Regions and nations;
- (g) to adjudicate on such competitions, and to deal with infringements of any regulations that may apply to such competitions;
- (h) to collect, analyse and disseminate information of value that may be acquired by, or arise from the work of the Association;
- (i) to work closely with, and as may be deemed appropriate from time to time, to affiliate to and pay due subscriptions to any other national or international body to promote swimming for people with disabilities using the Halliwick Concept.

5 Property of the Association

- (1) All property whether real or personal, at any time belonging to the Association shall be vested in Trustees of the Association who shall hold it as directed by the Executive Committee of the Association. Any such direction or resolution shall be recorded in the minute book and shall be conclusive evidence of the same. The Trustees shall be indemnified out of the property of the Association against risk and expense.
- (2) In the event of the death, resignation or dismissal of any Trustee, a replacement shall be appointed by simple majority of those voting at a meeting of the Executive Committee who shall be appointed on an interim basis until the following Annual General Meeting.

6 Officers of the Association

- (1) All officers of the Association shall be 18 years of age and over and shall have read and agreed to abide by the rules set out in this Constitution.
- (2) At each Annual General Meeting of the Association those present shall elect the following Honorary Officers:
 - (a) a chair;
 - (b) a vice-chair;
 - (c) a secretary;
 - (d) a treasurer;who shall hold office from the conclusion of that meeting. In any event, the chair shall be elected separately.
- (3) These Honorary Officers shall form part of the Executive Committee of the Association (see Clause 7(1) (a) below).
- (4) At each Annual General Meeting of the Association those present shall further appoint the following persons:
 - (a) honorary insurance adviser;
 - (b) honorary solicitor;
 - (c) auditor(s) (preferably honorary) and/or independent reviewer as may be appropriate.
- (5) At each Annual General Meeting of the Association those present may further appoint the following persons:
 - (a) president;
 - (b) vice-president(s);
 - (c) patron(s);
 - (d) medical adviser;
 - (e) equipment secretary.

7 Executive Committee of the Association

- (1) The Executive Committee shall consist of:

- (a) the Honorary Chair, Honorary Vice-Chair, Honorary Secretary and Honorary Treasurer as appointed at Clause 6(2) above and who shall have the right to vote;
 - (b) representatives from each formed and active Halliwick ASTRA, the number of representatives from each formed and active Halliwick ASTRA being determined as follows:
 - (i) where there are between 1 to 5 clubs within the Halliwick ASTRA, 1 representative is entitled to attend and vote;
 - (ii) where there are between 6 to 10 clubs within the Halliwick ASTRA, up to 2 representatives are entitled to attend and vote;
 - (iii) where there are between 11 and 15 clubs within the Halliwick ASTRA, up to 3 representatives are entitled to attend and vote;
 - (iv) where there are between 16 and 20 clubs within the Halliwick ASTRA, up to 4 representatives are entitled to attend and vote;
 - (v) where there are over 20 clubs within the Halliwick ASTRA, up to 5 representatives are entitled to attend and vote.
 - (c) other persons as appointed under Clause 6(4) and 6(5) above, however, with no voting rights;
 - (d) 1 representative from each of the Committees as appointed under Clause 9 below, who will also have the right to vote.
- (2) Notwithstanding the above, Clause 23(2) below also refers.

8 Trustees of the Association

- (1) Trustees of the Association shall be those officers elected under Clause 6(2) above; and
- (2) those Regional representatives under Clause 7(1)(b) who attend and vote at Executive or other meetings of the Association
- (3) Up to 3 co-opted members who may or may not be otherwise Officers of the Association.

9 Other Committees of the Association

- (1) The Association shall from time to time as appropriate appoint standing and special committees to consider and report on such matters as may be referred to them. These committees should include the following:
 - (a) Management Committee;
 - (b) Education Committee;
 - (c) Publications Committee;
 - (d) Health, Education and Community Committee (HE&C);
 - (e) Competitions Committee.
- (2) The Association may delegate specified powers to any of its committees and may, at any time, add to, withdraw or otherwise alter any such delegated and specified powers. All acts and proceedings of such committees shall be reported back to the Executive Committee of the Association as soon as is reasonably practicable.

10 Executive Committee not to be Personally Interested

- (1) Notwithstanding any other rule or provision of this Constitution, no member of the Executive Committee shall acquire any interest in property belonging to the Association (otherwise than as a Trustee of the Association) or receive remuneration or be interested (otherwise than as a member of the Executive Committee) in any contract entered into by the Executive Committee.

11 Powers of the Executive Committee of the Association

- (1) In furtherance of the Objects of the Association (see Clause 4 above) but not otherwise, the Executive Committee may exercise the following powers:

- (a) power to raise funds and to invite and receive contributions providing that in raising said funds, the Executive Committee shall not undertake any substantial permanent trading activities and shall conform to any relevant requirements of the law;
- (b) power subject to any consents required by law, to borrow money and to change all or any part of the property of the Association with repayment of the money so borrowed;
- (c) power to employ such staff (who shall not be members of the Executive Committee) as are necessary for the proper pursuit of the objects and to make all reasonable and necessary provision for the payment of same. The Executive Committee also have power of dismissal of the same where appropriate and necessary;
- (d) power to form a co-operative with other charities, voluntary bodies and statutory authorities operating in furtherance of the objects of the Association or of similar charitable purposes and to exchange information and advice with them;
- (e) power to establish or support any charitable trusts, associations or institutions formed for all or any of the objects;
- (f) power to appoint and constitute such advisory committees as the Executive Committee may from time to time think fit and appropriate;
- (g) power to do all such other lawful things as are necessary for the achievement of the objects of the Association.

12 Miscellaneous Provisions Concerning Expenses

- (1) In addition to Clause 10 above, the Association may at the discretion of the Executive Committee pay the reasonable transport and other expenses of the Honorary and other officers mentioned in Clauses 6 and 7 above.
- (2) The Executive Committee may, in addition, pay the reasonable expenses of any other member of the Association provided that authority for such payment is given in advance. Any two or more members of the Executive Committee must give authorisation for such payment.

13 Application of Funds

- (1) All money received by way of fees, levies, donations, sales, interest or otherwise shall be applied in carrying out the Objects of the Association.
- (2) In the event of dissolution, the funds remaining shall be devoted to charitable bodies with objects similar to those of the Association, or to some other legal charitable purpose as determined at a General Meeting of the Association.
- (3) Any officer found to be misapplying funds shall pay the amount misapplied (with interest where applicable) immediately. Any repayment will not in itself affect any other legal liability that may result.

14 Investment of Funds

- (1) Notwithstanding powers invested in the Executive Committee of the Association at Clause 11 above, so much of the funds as may not be needed for immediate use or to meet normal accruing liabilities shall, at the discretion of the Executive Committee, or of a simple majority of those voting at a General Meeting of the Association, be invested with a licensed deposit taker.
- (2) The Trustees, if directed by a majority vote at a General Meeting, may purchase or take a lease on any land, and may sell, exchange, mortgage, lease or build upon that land (with power to alter, pull down, and rebuild buildings). A purchaser, assignee, mortgagee or tenant shall not enquire as to the authority for any act of the Trustees and the receipt of the Trustees shall be a discharge for any money arising from or in connection with any transaction under this Clause.
- (3) Mortgages or other assurances of securing money to the Association may be calculated by the receipt of the Trustees countersigned by the Honorary Secretary of the Association in the form

contained in the Second Schedule of the Friendly Societies Act 1896 or in the form contained in the Third Schedule of the Law of Property Act 1925.

15 Membership of the Association (Definition)

- (1) Membership of the Association shall be open to Regions, clubs or groups and personal affiliates.
- (2) Any affiliated club or group shall have all its own members deemed to be members of the Association.

16 Regions

- (1) For the general government and control of swimming for people with disabilities the Association shall establish Regions which shall be determined as circumstances may warrant. The boundaries of Regions shall from time to time be determined by the National Executive Committee. Each Regional body shall be called a Halliwick ASTRA.
- (2) The composition of each Halliwick ASTRA shall be swimming clubs for people with disabilities and private individuals, either with or without disabilities; in each case after payment of appropriate affiliation fees to the Association.
- (3) A Region shall not be considered an active Region unless at least 3 clubs are included in its composition.
- (4) A club should normally join the Halliwick ASTRA in whose Region its swimming meetings are held. It may apply to join a neighbouring Halliwick ASTRA, the decision resting with the Halliwick ASTRA to whom the application is made. No club may belong to more than 1 Halliwick ASTRA at any one time.
- (5) The competing members of any affiliated club must have a disability as defined by the Association (where appropriate, after medical advice has been sought).

17 Fee for Membership of the Association

- (1) The membership fee of the Association charged to its Regions, clubs or personal affiliates (its members), shall be annual and shall be fixed at each Annual General Meeting of the Association. It shall be payable to the Honorary Treasurer within 21 days of demand.
- (2) The Association is however not responsible for the financial affairs and arrangements of each Halliwick ASTRA who shall be responsible for their own financial affairs independently of the Association. Each Halliwick ASTRA shall accordingly fix the amount of the annual fee it charges to its own affiliated clubs as it from time to time determines appropriate.

18 Meetings of the Association: General Provisions

- (1) This Clause (Clause 18) is to apply generally to all meetings of the Association.
- (2) A quorum for any meeting of the Association and of the Executive Committee shall be at least 10. At least 3 Halliwick ASTRA's must be represented by those present.
- (3) The Chair at any meeting of the Association and of the Executive Committee shall be the Honorary Chair of the Association or, in his/her absence, the Honorary Vice-Chair of the Association. In the absence of both, a Chair shall be elected by those present at the meeting from amongst their number.
- (4) The Chair of the meeting shall have authority on every question of order and shall, for the purposes of the meeting, be sole interpreter of this document where a dispute arises.
- (5) The Chair of the meeting shall, if there is equality of voting have a second or casting vote.
- (6) The Chair may exclude with reasonable cause, any person from any meeting.
- (7) Voting shall be by show of hands unless any 2 persons present at the meeting who are entitled to vote request a secret ballot or division.

- (8) A simple majority shall determine all motions excepting those for which a special provision is made.
- (9) Minutes shall be taken of all meetings of the Association and its committees. Such Minutes will be properly kept by the Secretary of the relevant committee (Executive or otherwise) and be available for view on request.

19 Annual General Meetings

- (1) The Annual General Meeting of the Association shall be held each year in March (or where extenuating circumstances exist, as close to March as is possible). In any event, there is to be an Annual General Meeting held in each and every financial year of the Association.
- (2) All decisions of the Annual General Meeting shall be binding upon all Halliwick ASTRA's (whether active or otherwise) and clubs.
- (3) The Association's year shall begin on 1st January each year and end on 31st December each year.
- (4) Notice of an Annual General Meeting of the Association shall be sent by post along with an agenda listing all matters to be discussed and/or voted upon by the Honorary Secretary, not less than 21 days before the meeting to all those qualified to attend. Such Notice will state clearly where and when the meeting is to be held.
- (5) All meetings shall be in public and any person may attend.

20 Motions

- (1) Motions for discussion at an Annual General Meeting of the Association must be in written form and with the Honorary Secretary of the Association not less than 28 days before the date fixed for the meeting to which the motion is to be brought.
- (2) Motions without proper Notice shall not be discussed and/or voted upon without leave of the Honorary Chair (or other person chairing that meeting) and with the consent of the majority of those present at that meeting.
- (3) Motions for discussion shall be clearly stated in writing bearing the names of the proposer and seconder.
- (4) No motion shall be accepted for discussion or vote where its effect would be to so alter this Constitution so as to cause the Association to cease to be a charity at law.

21 Special Meetings

- (1) A Special General Meeting may be summoned by either::
- (a) the Honorary Secretary within not more than 21 days of a written request received from at least 60% of Halliwick ASTRA's (active or otherwise). The written request must state clearly the reason for the request; or
- (b) at the request of at least two-thirds of the Executive Committee so voting at a meeting of that committee.

22 Annual Reports

- (1) Reports of the Executive Committee and the audited (or independently reviewed, as may be appropriate) financial statement of the Association shall be sent to each Halliwick ASTRA as early as is practicable after the end of each financial year. Such reports, together with the report and financial statement of each Halliwick ASTRA shall be made available by each Halliwick ASTRA (via its Secretary) to each of its affiliated clubs as early as practicable after receipt of the Association's reports and financial statement.
- (2) Any Halliwick ASTRA that is registered as a charity with the Charity Commission in its own right must fulfil all relevant duties and requirements made of it by the Charity Commission independently of the requirements set out in this document.

(3) Any Halliwick ASTRA that is not registered as a charity with the Charity Commission in its own right must provide details of their funds to the Association's Honorary Treasurer as early as is practicable after the end of the Association's financial year so that such details may be included within the Association's financial statement. Such details must be in written form and where possible, also provided on computer disk (preferably in Word format).

23 Meetings of the Executive Committee

(1) Notice of a meeting of the Association's Executive Committee shall be sent by post or e-mail along with an agenda listing all matters to be discussed and/or voted upon by the Honorary Secretary not less than 21 days before the meeting to all those qualified to attend. Such Notice will state clearly where and when the meeting is to be held.

(2) All meetings shall be in public and any person may attend.

(3) Only Honorary Officers and Trustees however may take part in the business of the meeting unless the Honorary Chair (or other person chairing the meeting) so agrees that other person(s) present may do so.

(4) At least 2 meetings of the Executive Committee in addition to the Annual General Meeting of the Association shall be held in each year.

24 Safety and Insurance

(1) All clubs should ensure that before accepting a prospective member into membership, the prospective member certifies (with appropriate consent and/or assistance where necessary) that he/she is safe to undertake the club's activities including those in the water. The club should also ensure that the certification should be renewed periodically and particularly, although not exclusively, after illness or long absence of the member. Where it is considered appropriate, a club may request that a medical certificate is obtained in respect of a club member.

(2) All clubs must accept and abide by any other safety requirements imposed by legislation, the relevant local authority or pool management.

(3) All clubs must, whilst affiliated to the Association, carry public liability insurance with indemnity at least equal to that provided by any policy made available to its affiliated members by the Association.

25 Rules of the Constitution and Alteration

(1) The rules laid down in this constitution for the conduct of meetings and for jurisdiction over the members of the Association shall apply in each Halliwick ASTRA (active or otherwise) and to each of the Association's committees.

(2) The constitution shall not be altered except at the Annual General Meeting of the Association or at an extraordinary General Meeting of the Association called for that purpose. At least 21 days' notice shall be given of any proposed alteration.

(3) Full written details of any proposed alteration to be considered by a meeting under (2) above must be in the hands of the Honorary Secretary of the Association not later than 10th January in the appropriate year (or in the case of an extraordinary General Meeting, not later than 21 days before that meeting).

(4) Where an alteration is proposed by a Halliwick ASTRA then the proposal must be supported by at least two-thirds of those voting at a meeting of the Halliwick ASTRA of which proper Notice has been given of the proposal prior to that meeting.

(5) No alteration may be made to Clause 1 (the Name of the Association); Clause 4 (the Objects of the Association); Clause 7 (Executive Committee of the Association); Clause 10 (Executive Committee Members not to be Personally Interested); or Clause 26 following (Dissolution) or this Clause without the prior written consent of the Charity Commissioners.

(6) No amendment may be made which would have the effect of making the charity cease to be a charity at law.

(7) The Executive Committee should promptly send to the Commission a copy of any amendment made under this Clause.

26 Dissolution

(1) If the Executive Committee decides that it is necessary or advisable to dissolve the Association, it shall call a meeting of all members of the Association of which not less than 4 weeks clear Notice (stating the terms of the resolution to be proposed) shall be given. If the proposal is confirmed by a two-thirds majority of those present and voting the Association shall have power to realise any assets held by or on behalf of the Association. Any assets remaining after the satisfaction of any proper debts and liabilities shall be given or transferred to such other charitable institution or institutions having objects similar to the objects of the Association as the members of the Association may determine, or failing that, shall be applied for some other charitable purpose. A copy of the statement of accounts, or account and statement for the final accounting period of the Association must be sent to the Commission.

27 Adoption of this Document as the Constitution of the Association

(1) This Constitution was adopted on the above aforementioned date as represented by the persons whose signatures appear at the bottom of this document.

2 – Privacy Policy (Data Protection)

Agreed by Halliwick AST Executive on 1 May 2018

In order to provide the services we do, the Halliwick Association of Swimming Therapy (Halliwick AST) may, from time-to-time, collect and process personal information (data) and, in some circumstances, special categories of personal data about our members and others we come into contact with, via our website or otherwise.

We take your privacy very seriously and therefore, although we know this is a lengthy document, we urge to read this Privacy Policy very carefully because it contains important information about us and:

- Who we are
- Why we collect and process your personal data
- Who we collect and process personal data from/about
- The personal data we might collect and process
- What we might do with your personal data
- Who your personal data may be shared with
- Receiving marketing and further information from us
- The security of your personal data
- How long your personal data is kept
- Your rights concerning any personal data we collect and process about you
- Who you can complain to about how we keep and what we do with your personal data
- If you need extra help, and
- Contacting Halliwick AST's Data Protection Officer

First of all, to help you understand this Privacy Policy, we need to set out a few **definitions**:

Personal Data/Information is any data/information relating to an identified or identifiable natural (living) person (the **Data Subject**); an identifiable **natural person** is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an outline identifier or to one or more factors specific to the physical, psychological, genetic, mental, economic, cultural or social identity of that natural person.

Special Categories of Personal Data is data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade-union membership, genetic and biometric data for the purpose of uniquely identifying a natural person, data concerning health or data concerning a natural person's sex life or sexual orientation.

Data Controller means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of personal data. For the purposes of this policy, we, Halliwick AST are the data controller.

Data Processor means the natural or legal person, public authority, agency or other body which processes personal data on behalf of the Data Controller.

Who we are

The Halliwick Association of Swimming Therapy ('we' or 'us') is a registered, not for profit charity registered with the Charity Commission of England & Wales and we are a **Data Controller** for the purposes of the General Data Protection Regulation (GDPR) 2018 and the Data Protection Act 1998.

Why we collect and process your personal data

The reason (basis on which) we collect and process your personal data is one or more of the following:

- It might be necessary so that we can provide our services to you or for the performance of a contract with you
- It might be necessary so that we can comply with a legal obligation or our obligations as a registered charity
- It might be because it is in our legitimate interests to do so, and
- In some circumstances, you may have given us your consent (which can be withdrawn at any time by advising our Data Protection Officer – details below)

Who we collect and process personal data from/about

We may collect and process data about the following people or categories of people:

- Our volunteers including but not limited to our trustees and committee members, course organisers, lecturers and trainee lecturers
- Our members and potential members including but not limited to individuals and within clubs, schools and hospitals or similar
- Our customers and potential customers/service users
- Our course attendees and potential course attendees/course applicants
- Our suppliers
- Our advisers, consultants and other professional experts that provide or may provide services to us, and
- Complainants and enquirers

The personal data we might collect and process

The personal data we might collect and process about you will be adequate, relevant and limited to what is necessary and, as far as is reasonably possible, will be accurate and kept up-to-date.

a) Personal information you provide to us

We may collect and process some or all of the following personal data that you provide to us:

- Your name
- Your address
- Your telephone number
- Your email address, and
- Your organisation (such as a club or school or other organisation with which you are involved)

We do not collect personal data directly through the website and your use of our website does not disclose to us any personal data about you. However, we may collect personal data about you for example by:

- You communicating with us (including by telephone, email or post)
- You downloading a form from the website, completing and returning it to us
- You applying for membership of the association, and
- You applying for a place on a course being run by the association

b) Special categories of personal data

As set out in the definitions above, special categories of personal data are any data which relates to the following:

- Your ethnic origin
- Your political opinions
- Your religious beliefs
- Whether you belong to a trade union
- Your physical or mental health or condition
- Your sexual life and orientation, and
- Whether you have committed a criminal offence

The special categories of personal data we may collect and process about you will be very limited but it may be necessary to collect and process data about you concerning your physical or mental health or condition and, in particular any disability you may have or have had which might affect your safety or that of our members/volunteers as it relates to our or their activities, including swimming and water activity.

c) Personal information you provide about third parties

If you give us information about another person, you confirm that the other person or the person responsible for that other person (for example the Data Protection Officer in his/her club, teacher in his/her school, his/her parent, guardian or care provider) has appointed you to act on their behalf and agreed that you:

- Shall consent on their behalf to the processing of their personal data
- Shall receive any data protection notices on their behalf, and
- Shall consent on their behalf to the processing of their sensitive personal data

What we might do with your personal data

We may collect and process personal data and monitor communications such as emails and telephone calls for the following purposes:

- Provision and promotion of our goods and services including the processing of orders
- Provision of education and training
- Maintaining of accounts and records
- Supporting and training our volunteers
- Quality assurance
- The fulfilment of our legal obligations including any obligations we have as a registered charity, and
- For our legitimate interests

Who your personal data may be shared with

There are very strict rules about who we can share your information with and this will normally be rarely done. Where it is done, we will ensure that appropriate safeguards are in place. We may share information about you to:

- A trusted data processor known to us whom we engage strictly as a data processor only for the purposes of processing orders for our publications and equipment and who will not otherwise process your data and who will act only under our instructions
- For legitimate reasons and with your consent (which may be withdrawn at any time), with medical advisors, healthcare professionals, social and welfare organisations
- Legal and other advisors in our legitimate interests
- Courts and tribunals
- Our insurers
- Those necessary to fulfil any legal obligations including any obligations we have as a registered charity, and
- Law enforcement agencies in connection with any investigation to help prevent unlawful activity

Receiving marketing and further information from us

We may send you information about our products and services including our newsletter which may be of interest to you. Such information could be sent by post or email.

We will ask whether you would like us to send you further information including our newsletter on the first occasion that you provide any relevant contact information. If you do opt in to receive such information from us, you can opt out at any time (see 'Your rights concerning any personal data we collect and process about you' below for further information). If you have any queries about how to opt out, or if you are receiving communications from us that you do not want, you can contact us using the details provided below.

The security of your personal data

- We will ensure that all the personal data that you provide to us is kept secure using appropriate technical and organisational measures
- In the event of a personal data breach, we have in place procedures to ensure that the effects of such a breach are minimised and we will liaise with the Information Commissioners Office (ICO) and with you as appropriate
- More information is available from Halliwick AST's Data Protection Officer (see below)

How long your personal data is kept

- We will not keep your personal data for longer than is necessary either for its purposes or in our legitimate interests
- We will normally keep your personal data throughout the period of time that we provide goods or services to you and afterwards for a period of 6 years as we are required to do by law
- More information is given in our Data Retention Policy which is available on request from Halliwick AST's Data Protection Officer (see below)

Your rights concerning any personal data we collect and process about you

You have the following rights under the GDPR:

- Right to be informed
- Right of access
- Right to rectification (correction of mistakes)

- Right to erasure (right to be forgotten) under certain circumstances
- Right to restriction of processing
- Right to data portability, and
- Right to object

Right of Access

- You have a right to see the information we hold about you
- To access this information, you need to provide a request in writing to Halliwick AST's Data Protection Officer (see below), together with proof of identity
- We will usually process your request free of charge and within 30 days. However, in some circumstances, we reserve the right to charge a reasonable administration fee and to extend the period of time by a further 2 months if the request is manifestly unfounded or vexatious and/or is very complex in nature
- Further details are available in our Data Subject Access Policy which is available on request from Halliwick AST's Data Protection Officer (see below)

Right to correct any mistakes in your information

You can ask us to correct any mistakes or update your information which we hold free of charge. If you would like to do this, please:

- Email, call or write to us (using the contact details below)
- Let us have enough information to identify you, and
- Let us know the information that is incorrect and what it should be replaced with

Right to erasure

- You have a right to ask us to erase your personal data in certain circumstances as set out in Article 17 of the GDPR
- We will deal with your request free of charge and within 30 days but reserve the right to refuse to erase information that we are required to retain by law or regulation, or that is required to exercise or defend legal claims
- To exercise your right to erasure, please contact Halliwick AST's Data Protection Officer (see below)

Right to ask us to stop contacting you with direct marketing

You can ask us to stop contacting you for direct marketing purposes. If you would like to do this, please:

- Email, call or write to us (using the contact details below)
- Let us have enough information to identify you, and
- Let us know what method of contact you are not happy with if you are unhappy with certain ways of contacting you only (for example, you may be happy for us to contact you by email but not by post)

From time-to-time we may also have other methods to unsubscribe from any direct marketing including for example, unsubscribe buttons or web links. If such are offered, please note that there may be some period after selecting to unsubscribe in which marketing may still be received while your request is being processed.

Who you can complain to about how we keep and what we do with your personal data

- If you are unhappy about how we are using your information or how we have responded to your request, initially you should contact Halliwick AST's Data Protection Officer (see below)
- If your complaint remains unresolved then you can contact the Information Commissioner's Office (ICO), details available at www.ico.org.uk

If you need extra help

If you would like this policy in larger print, please contact us using the details below.

Contacting Halliwick AST's Data Protection Officer

Halliwick AST's Data Protection Officer is William Wyatt. If you have any questions or want more information about this Privacy Policy or data we hold about you, then please contact him:

By email to: halliwickast.chair@gmail.com

By post to: William Wyatt

Data Protection Officer
Halliwick AST

C/o 12 St Joseph's
Close Luton

LU3 1ST, UK

By telephone to: 0044 (0) 1582 521 750

3 – Complaints and Grievance Procedure

Agreed by Halliwick AST Executive on 26 April 2009

(PLEASE NOTE: supplementary procedures apply to courses/assessments)

The Halliwick Association of Swimming Therapy (Halliwick AST) is committed to providing the best possible service to volunteers and members within the organisation and others with whom it comes in contact during the course of its work. This includes, although not exclusively, members of recognised clubs and groups; personal affiliates, members of the various committees and sub-committees within the Association and anyone involved with a Halliwick course.

All complaints will be dealt with quickly and confidentially. Complaints can be made verbally (in person or by telephone) but it is preferred that complaints are made either in writing (by letter or email) or on cassette tape so that any misinterpretation is avoided as far as possible. If it is preferred, an advocate may be appointed (chosen by the complainant) to act on the complainant's behalf.

When a complaint is received Halliwick AST will ensure that the person named in the complaint is informed about the nature of the complaint and if appropriate, encouraged to resolve the issues raised directly with the complainant. If the issues raised cannot be resolved by the two parties or it is inappropriate for the person named in the complaint to contact the complainant then the formal complaints procedure should be followed as set out below.

In the first instance however:

1. **If a complaint concerns a club or region**, the complainant should direct the complaint to the Management Committee of the club/region or its representative thereto who should have procedures in place to deal with complaints, (including referral to the region if the complaint relates to a club). In all other cases, or if the complainant does not receive satisfaction from the club or region, the complaint should then be addressed to the Secretary of the Halliwick AST, again, preferably in writing or on cassette tape when the formal complaints procedure set out below will be followed.
2. **If a complaint is from a participant concerning a Halliwick course**, it should be directed to the lecturer or course organiser (as appropriate) in writing or on cassette tape, stating clearly the nature of the complaint. The complaint should be dated and signed and copies sent to both the lecturer and the course organiser. Any such complaints should be made within 14 days of completion of a course unless there is a good reason why this has not been possible, in which case, the reason for delay should be set out in the complaint.

PLEASE NOTE: supplementary guidance/procedures apply to complaints concerning courses and assessments and if the complaint refers to a course or assessment, that guidance/procedure should be referred to (see pages 13 – 18)

3 If a complaint concerns any member of the Halliwick AST National Executive Committee, the Halliwick AST Education Committee (other

than in relation to a course) or the Halliwick AST Management Committee, then the complaint should be addressed to the Chair of the Association (or his/her deputy if the complaint is against the Chair him/herself) when the formal complaints procedure set out below will be followed.

3(i) Formal Complaints Procedure

Before complaining formally to the National Executive Committee of Halliwick AST, a complainant should follow the procedures set out above at paragraphs 1 to 3 (as appropriate). If that does not resolve the complaint then the formal complaints procedure will be as follows:

1. On the National Executive Committee receiving a complaint, within 7 days of receipt, all parties to the complaint will be informed that the complaint will be investigated and answered within 28 days of receipt. If it is not possible to complete the enquiry within that time, a letter will be sent to the complainant informing the complainant of the reason for delay and when a full response can be expected.
2. All complaints will be adjudicated by a suitable panel formed for the purposes of dealing with the complaint.
3. Where the complaint concerns a club or region, the panel will consist of at least three people from a region other than that to which the club belongs or about which the complaint is made.

Where the complaint concerns a member of the National Executive Committee, a member of the Management Committee or a member of the Education Committee (other than in relation to a course), the panel will consist of the National Executive Committee Chair (or his/her deputy where the complaint concerns the Chair) and at least 2 other members of the National Executive Committee who are not the subject of the complaint.

The decision of any panel formed above shall be final but any such decision will not affect any other legal recourse that may be available to the complainant.

Please note that The Association will keep a record of all complaints received, investigated and the outcome of such investigations. Such complaints and their outcomes will be reported at the following Annual General Meeting of the Association. Confidentiality will be maintained at all times.

3(ii) – Regulations for the Award of Course Certificates

A course certificate will be awarded to all participants on a course subject to the following rules:-

A Foundation Course (four-day course)

Participants should be involved in all the pool activities. Should any portion of this content be missed NO certificate can be given. 75% of the content of the Course is Core Content (as stipulated by IHA). All of this Core Content must be attended and participated in. Should any of this Core Content be missed a certificate CANNOT be given.

Advanced courses

Participants should be involved in all the pool activities. Should any portion of this content be missed NO certificate can be given. 75% of the content of the Course must be attended and participated in. Should more than 25% be missed a certificate CANNOT be given.

One or Two-Day Courses

If there is pool work participants should be involved in the pool activities. Should any portion of this content be missed NO certificate can be given. 75% of the content of the Course must be attended and participated in. Should more than 25% be missed a certificate CANNOT be given.

Exception to the rules

Any exception to the rules for Courses must be considered by the Education Committee (or chair and secretary if there is not a meeting in the next month) on an individual basis. In these cases, the decision made by the Education Committee (or chair and secretary) regarding individual participants is final.

It may be agreed by the Education Committee (or chair and secretary) that the participant can attend sessions at a club to complete the missing components, or alternatively attend a subsequent course to do so. When the lecturer of the original course receives a report from another lecturer that the participant has completed the missing components, the certificate may be awarded.

3(iii) – APPEALS PROCEDURE RELATING TO ASSESSMENT OF COURSES/AWARDING OF CERTIFICATES

In the event of a participant being dissatisfied with the result of an assessment, the following procedure will apply:

The participant must declare the dissatisfaction verbally or in writing to the assessor within 14 days of notification of the result communicated to the participant. The assessor will then give or send (as appropriate) an appeal form to the participant for completion.

It should be noted that if the dissatisfaction is against the result awarded, no appeal is possible and the assessor must explain that the result cannot be changed. In that event, the candidate, will as a matter of course, be offered a re-sit on a date to be arranged.

However, if the appeal is against any procedural issue or irregularity in the conduct of the assessment, the participant must submit the completed form to the National Education Committee of Halliwick AST as well as submitting a copy to the assessor concerned. Submission of the form should be within 14 days of receipt by the participant concerned.

The chair of the National Education Committee will convene an Appeals Committee of at least 3 people (not to include the assessor concerned). The Appeals Committee is at liberty to consult both the participant and the assessor concerned at their discretion.

On determination, the findings of the Appeals Committee will be sent as a formal report to the National Education Committee who will then communicate the outcome of the appeal to both the participant and the assessor concerned.

The decision of the National Education Committee shall be final.

3(iv) – Procedure for Complaints of a General Nature Concerning Halliwick AST Courses

A participant wishing to make a complaint of a general nature concerning a course (not in relation to an assessment result on a course, to which separate procedures apply) should register the complaint verbally, or in writing, with either the course lecturer or the course organiser within 14 days. It is hoped that at this stage the complaint will be resolved.

If the complaint is not then resolved a complaint form will be given to the participant, who must then return the completed form to the lecturer or organiser within 14 days.

The lecturer or organiser will consider the complaint and respond to the participant. Copies of the form and the response must be sent to the Secretary of the Halliwick AST National Education Committee.

If the complaint remains unresolved, the Secretary of the National Education Committee will consult with the Chair of the National Education Committee and an Appeals Committee of 3 people (not including the course organiser or lecturer concerned) will be convened.

Before making a determination, the Appeals Committee will refer to the lecturer/course organiser concerned to allow representations to be made. The Appeals Committee is at liberty to consult both the participant and the lecturer/organiser concerned at their discretion.

On determination, the findings of the Appeals Committee will be sent as a formal report to the National Education Committee who will then communicate the outcome of the appeal to both the participant and the lecturer/organiser concerned.

The decision of the National Education Committee shall be final.

3(v) – Complaint/Appeals Form in Relation to an Assessment on a Course**Please complete form in BLOCK capitals**

NAME OF ASSESSOR	
NAME OF PARTICIPANT	
ADDRESS OF PARTICIPANT	
TELEPHONE NO. OF PARTICIPANT	
LOCATION OF ASSESSMENT	
DATE OF ASSESSMENT	
COURSE ASSESSED	
NATURE AND REASONS FOR COMPLAINT (Please continue on a separate sheet as necessary)	
SIGNATURE OF PARTICIPANT	
DATED	

3(vi) – Complaint/Appeals Form in Relation to an Assessment for a Certificate of Competence

Please complete form in **BLOCK** capitals

NAME OF ASSESSOR	
NAME OF PARTICIPANT	
ADDRESS OF PARTICIPANT	
TELEPHONE NO. OF PARTICIPANT	
LOCATION OF ASSESSMENT	
DATE OF ASSESSMENT	
CERTIFICATE OF COMPETENCE_ASSESSED	
NATURE AND REASONS FOR COMPLAINT (Please continue on a separate sheet as necessary)	
SIGNATURE OF PARTICIPANT	
DATED	

3(vii) – Complaint/Appeals Form in Relation to General Complaints Concerning a Course

Please complete form in **BLOCK** capitals

NAME OF LECTURER/ORGANISER	
NAME OF PARTICIPANT	
ADDRESS OF PARTICIPANT	
TELEPHONE NO. OF PARTICIPANT	
LOCATION OF COURSE	
DATE OF COURSE	
COURSE ASSESSED	
NATURE AND REASONS FOR COMPLAINT (Please continue on a separate sheet as necessary)	
SIGNATURE OF PARTICIPANT	
DATED	

4 – REPRODUCTION/TRANSLATION OF HALLIWICK AST MATERIALS

General Notes

All persons, groups or other organisations wishing to translate and/or reproduce materials that is the property of Halliwick AST (“the Association”) must agree to and comply with Association’s policy concerning reproduction and translation of materials set out below.

When material has been translated, the Lecturer needs to check that diagrams, or parts of diagrams, have not got out of alignment as this occurred in one situation, leading to the Centres of Gravity and Centres of Buoyancy not being in the correct places, leading to great confusion!

Publications are regularly updated and it is the responsibility of the person who has organised the translation and signed the agreement with Halliwick AST to check at least annually for any updates to translated publications. Enquiries should be made to the Chair of Halliwick AST Publications Committee. For details go to the Halliwick AST website at www.halliwick.org.uk/translation-and-reproduction-of-halliwick-ast-material/ .

1 Translation of Materials

1. All texts or other materials for translation and the translated work itself is to remain the property of the Association and may only be altered or updated at the Association's discretion and with its permission.
2. **Prior to work commencing** on the translation of any texts or other materials, the Association must be informed of the documents or other materials/item(s) to be translated and the date of publication of that document, prior to work commencing. This is to ensure that only current material is translated.
3. The format of any document (the number of pages, page numbering etc) is to remain as in the original document. The Association’s logo and copyright symbol is to appear in the bottom left-hand corner of each page. Identification is to appear in the bottom right-hand corner of each page. Presentation of all other material (for example, DVD covers) is to remain the same as in the original.
4. All work is to be produced in Microsoft Word, on disk with hard copy if requested. The disk label is to show the title in the translated language and in English. Any diagrams may be produced in an alternative programme by prior agreement with the Association.
5. The Association’s policy on reproduction of material is given below and shall also apply to translated material.

2 **Reproduction of Materials**

1. All material is to be reproduced identically, so without amendment/additions or other alteration and showing the same size logo etc.
2. The colour of covers for booklets and other materials is to be reproduced as closely as possible.
3. Any changes thought to be necessary when the document is to be used in another country is to be discussed with the Chair of the Association's Publications Committee, c/o ADKC, prior to these changes being made.
4. Resale price of books and DVDs is to be no more than the cost of reproduction and distribution plus 100% and comparable with the prices charged by the UK Association. Any profit from the sale of materials is to go to the Association (or where another country is translating material and that country has a national Halliwick Association, to that Association).
5. Any exceptions to the above are to be discussed with and agreed to by the Management Committee of the Association prior to reproduction.
6. Specific rules apply to the reproduction of DVDs as follows:
 - a. The cover is to be reproduced without change (a computer format will be supplied).
 - b. Only 1 DVD title is to be reproduced on any 1 disc.
 - c. DVDs produced with other people or organisations must not be produced in association with the Association's DVD titles.
7. It is hoped that there will be a reciprocal agreement regarding any material produced by affiliated countries

Prior to translating or reproducing any of our publications, you **must** contact Halliwick AST for permission. This will also ensure that you have the current edition and/or the most appropriate format.

To do this, download our Translation and Reproduction Policy/Agreement using the links on this page of our website: www.halliwick.org.uk/translation-and-reproduction-of-halliwick-ast-material/

Then print off TWO copies, (both of which will need to be signed on page 2 in panel (2)) and return both signed copies to Halliwick AST for countersigning. A countersigned copy will be returned to you for your records.

Please return to Chair Halliwick AST Publications Committee - pubschair.halliwickast@outlook.com.

All Halliwick AST Publications will contain the following policy statement:

“Translation and Reproduction Policy 2015

The Halliwick Association of Swimming Therapy (Halliwick AST) provides a range of publications to promote the use of the Halliwick Concept.

Prior to translating or reproducing any of our publications, download from the Halliwick AST website (www.halliwick.org.uk/translation-and-reproduction-of-halliwick-ast-material/):

- (i) Translation and Reproduction Guidelines and
- (ii) Translation and Reproduction Agreement

We allow the translation/reproduction of any Halliwick AST material on condition that our Translation and Reproduction Policy is followed, the Guidelines have been read and the Agreement signed by both the Halliwick AST representative and the individual/organisation requesting permission to translate/reproduce publications.

All material remains copyright of Halliwick AST.”

5 Equal Opportunities Policy

Agreed by Halliwick AST Executive on 15 September 2018

Halliwick AST aims to be an equal opportunity organisation.

The organisation recognises the diversity of our community and the problems of intentional or unintentional discrimination that can exist in society. It is committed to tackling discrimination on the basis of race, ethnicity, gender, sexual orientation, social class, criminal record class, religion or disability.

Requests for volunteers may contain encouragement to specific applicants regarding essential or minimum requirements and desirable skills.

Halliwick AST aims to encourage volunteers to develop their potential, therefore access to requisite training programmes and opportunities for development are available to all volunteers without discrimination.

This equal opportunities policy is a valuable and on-going process, and will be monitored and evaluated yearly to ensure its effectiveness and relevance to the community it serves.

The Executive Committee of Halliwick AST reserves the right to exclude from the association, any person who breaches the rules or by their behaviour unreasonably/improperly disrupts the smooth running of the association.

6 Anti-Bullying Policy

Agreed by Halliwick AST Executive on 15 September 2018

Bullying is behaviour which hurts, frightens or threatens an individual. This could be physical, psychological, verbal or emotional and the effects can be longstanding. Bullying can be carried out over a period of time by individuals or groups against anyone of any age or gender. **THIS BEHAVIOUR IS UNACCEPTABLE.** In order to create a happy, safe and secure swimming and club environment for all members of the club, it is essential to ensure that bullying in any form is not tolerated.

We expect all club members to support the Club Committee in dealing with any bullying and or aggressive behaviour.

AIMS

1. To ensure that the ethos of the Club promotes a respectful, caring and sympathetic attitude toward the welfare of all Club members.
2. To prevent unacceptable, aggressive behaviour.
3. To recognise that the prevention of bullying at an early stage is part of the Club Committee's responsibility
4. To ensure that all Club members feel secure in reporting incidents to the Committee.
5. To deal with any bullying incidents promptly, fairly and appropriately.
6. To ensure that all parties involved are notified of incidents and actions taken at the earliest opportunity.

A member of the Committee shall be appointed to investigate any reported cases of bullying.

He/she shall report to the Committee the results of the investigation. A decision on any action needed will be taken by the Club Committee.

This is based on the policy written by the Executive Committee of the National Association of Swimming Clubs for the Handicapped (NASCH)

7 Policy on Dealing with Disruptive Behaviour

Agreed by Halliwick AST Executive on 15 September 2018

1. Disruptive behaviour can be defined as any behaviour likely to interfere with the learning or well-being of the individual displaying the behaviour, or of other club members.
2. The behaviours we are likely to encounter at the pool are undue noise such as screaming, being over boisterous, splashing, throwing equipment and refusing to cooperate.
3. We aim to reduce such episodes to a minimum by organising a well-structured, interesting lesson.
4. If we know what triggers the behaviour e.g.
 - Fear
 - Boredom
 - Dislike of an activity
 - Personality clash

then preventative action can be taken and any planned response can be discussed with parents/personal assistants/carers and helpers.

5. Once the planned response has been agreed it is important that all helpers are aware of this and there is a consistent response from all helpers.
6. The safety of the individual, other swimmers and helpers is paramount and it may be advisable to undertake a risk assessment prior to the swimmer attending again.

This policy has been adapted from that of Hull Optimists Swimming Club

8 Policy on Physical Contact

Agreed by Halliwick AST Executive on 15 September 2018

Physical contact is an essential aspect of using the Halliwick Concept and the acceptance of this contact must be seen by both parties as a privilege.

To guard against any misunderstanding both the swimmer and the instructor should know what support is appropriate for Halliwick activities. By joining a Halliwick session, the swimmer is deemed to accept this degree of contact. If the instructor thinks it necessary to deviate from the support usually advocated, he/she must first gain the permission of the swimmer, and discuss the problem with the Chief Instructor and Training Instructor as soon as possible.

The swimmer or carer must be encouraged to say if they find a particular support unacceptable.

Acceptable supports

Both the instructors and the swimmers hands should be flat. This gives the maximum area of contact, aiding balance, and discourages gripping.

Support is often given with the instructor's hands either side of the swimmer's pelvis. For ease, this is referred to as hands on hips, though it is not technically on the hip joint.

Vertical support - Facing Swimmer

1. Full support. Instructor's hands on swimmer's shoulders. Swimmer's hands on instructor's shoulders
2. Hands on elbows / forearms
3. Hands on hands
4. Instructor supports either side of the swimmer's hips for some activities

Vertical - Behind Swimmer

1. Hands at either side of swimmer at hips, fingers pointing towards the toes. In some activities, there may be some body contact. Keep this to a minimum.
2. Hands on hands. This support is sometimes required, but has the effect of restricting the swimmer's own control of vertical balance. Ensure that the swimmer's hands are forward of their body, i.e. in the normal 'chair position'. This may necessitate the instructor's body being very close to, or making contact with, the swimmers.

Support in a Back Float

Hands at either side of swimmer at hips, fingers pointing towards the toes.

Support for longitudinal rotation.

Face the swimmer. Support either side of hips. Take care that the fingers are not intrusive.

Straddle support

This method of support is rarely needed, but is very useful in certain circumstances. The swimmer's permission must be obtained and the chief instructor consulted. The instructor must ensure there is the maximum distance between the two.

This policy was written by Hull Optimists Swimming Club

9 Volunteer Policy

Agreed by Halliwick AST Executive on 15 September 2018

General points

Halliwick AST is run by volunteers.

All members have equal rights, no matter what their capacity.

Opportunity to volunteer with Halliwick AST is open to all.

A task description is suggested, but each volunteer will decide the limit of their input.

Volunteers may claim necessary expenses, with prior agreement with the treasurer. The expenses claim form must be used, and receipts produced.

Disclosure and Barring Service (DBS) checks

All volunteers who may have direct contact with children or vulnerable adults in the club situation, are offered a free Disclosure and Barring Service (DBS) enhanced disclosure.

Training

Each volunteer will be given an induction to the club. A written record will be signed by the volunteer and the Training Instructor.

Training will be provided where it is required, for the volunteer to carry out their chosen task. See also section on 'Helper training and qualification'.

Line management

Volunteers are supported by the Training Instructor. If a volunteer has any concerns or problems, the Training Instructor should be consulted. If this is not appropriate, the Chief Instructor or club Chair should be consulted.

This policy was written by Hull Optimists Swimming Club

10 Guidelines on the Use of Copyright ©

(Updated 2012)

All Halliwick Association of Swimming Therapy (Halliwick AST) materials should be marked noting that copyright belongs to the Association.

Halliwick AST wants to ensure that the message conveyed about the Halliwick Concept is consistent and is not delivered by those who are not considered to have the appropriate skills and training. Additionally, the Association does not want people outside Halliwick AST to commercially exploit the expertise and time freely given by volunteers within Halliwick AST and seeks to avoid this happening.

The basic copyright notice is:

“Copyright, Halliwick Association of Swimming Therapy.”

The use of the © symbol is optional.

When known, the year of creation of the document should be added and it must be added whenever a new document is first created. If any material is altered, updated etc., this should be shown by a range of dates, for example:

© 1996, Halliwick Association of Swimming Therapy

or

© 1983-1996, Halliwick Association of Swimming Therapy

or

© Halliwick Association of Swimming Therapy. All rights reserved (1999 revised 2011)

or

© 1983-1996, Halliwick Association of Swimming Therapy. All rights reserved.

The change of name of the Association to Halliwick Association of Swimming Therapy (Halliwick AST) has no effect on the issue. The Organisation is the same, just the name has changed. Thus, the copyright previously vested in the Association of Swimming Therapy (AST) now belongs to Halliwick AST.

The following may be added, where appropriate, to publications that are not being sold by Halliwick AST:

“This document may be freely redistributed for educational and non-profit purposes provided that it retains the copyright notice. As with all documents produced by the Halliwick AST, it is the result of expertise and time freely given. Please respect these efforts and leave this information intact.”

11 Travel and Subsistence Policy

(Agreed by Halliwick AST Management Committee September 2011)

All expenses not already agreed must be sanctioned by the chair of Halliwick AST first.

Travel

Trustees and volunteers are eligible to make claims for charity usage. They need not suffer financially by doing voluntary work and will receive out of pocket/travel expenses.

Mileage allowance claims must be based on the shortest practicable route between your home and destination.

You are expected to use your own discretion in determining the most appropriate mode of transport for travel, taking into account the time spent on the journey, personal safety (particularly when travelling "out of office hours"), equipment carried, other members accompanied and cost effectiveness.

Travel allowances for journeys will normally only be paid based on the cost of second class rail travel and/or other appropriate public transport costs. Mileage allowances for such journeys will only be paid when the use of public transport is demonstrably impractical. Motor vehicles should be shared where possible.

Use of your own vehicle may be subject to the inclusion and maintenance of a clause in your motor insurance policy.

Travel allowance will only be paid on receipt of a completed expenses claim form. The mileage allowance is 40 pence per mile. (agreed September 2011).

Further information:

1. Members should seek to use public transport on all appropriate occasions.
2. Travel claims must not exceed actual mileage travel.
3. Travel claims should be restricted to the shortest practicable routes for the journeys undertaken.
4. Out-of-country travelling must be authorised in advance by the Chair.
5. Members must maintain an official record of journeys, showing adequate particulars of, and the reasons for each, including the names of any passengers carried.
6. Travel claims must be made on the Expenses Claim Form showing
 - (a) the date it was undertaken;
 - (b) the details of the journey in sufficient detail to enable the mileage claimed to be verified (i.e. the start and finish points and, if any, the names of passengers carried);
 - (c) the purpose of the visit;
 - (d) the mileage claimed, being business mileage only;

- (e) railway and bus fares should be claimed on an actual basis and receipts must be attached to the claim form;
 - (f) the overriding principle is that claims cannot exceed mileage travelled.
7. The rate of reimbursement for motor cars has been capped by the Inland Revenue at 45p per mile.

Subsistence

If, as a result of your duties or practical necessity, you are prevented from taking a meal at home, or at a place where you would normally take a meal, and as a result you incur expenditure greater than normal, then you may claim the appropriate subsistence allowance.

If you are travelling by rail and must by necessity take a meal in a restaurant car, you may claim the actual cost of the standard meal less the cost of any alcoholic drinks or tips. Such claims must be accompanied by a receipt.

Payment of subsistence allowances is subject to the expenditure having actually been made and completion of an expenses claim form. The allowance will not be paid when a suitable meal is provided. If you are required to make overnight stays in the performance of your official duties, approved expenses will be reimbursed. If upgrades are taken, then a contribution will be granted at the rate appropriate for the area.

Other information

1. Expenditure on subsistence or out of pocket expenses for which an allowance is claimed must have been incurred and receipts retained.
2. Allowances are the maximum that can be claimed and members should be considerate of budget restrictions.
3. Subsistence claims must be made on an Expenses Claim Form and must be authorised by the Chair.

Subsistence Rates

Daily rate for subsistence (food)	£7.00
Overnight bed / bed & breakfast	£50.00

(These rates are effective from September 2011)

NB

Claimants are reminded that the claim for these expenses must be submitted within six months of the date/event for which the expenses apply.

12 Halliwick Association of Swimming Therapy Logo

Logo Registered as a Trademark

The HALLIWICK ASSOCIATION OF SWIMMING THERAPY LOGO is registered as a trademark in the European Community, Australia, Argentina, China, Israel, Japan, Norway, Switzerland and in the USA so the symbol ® may be used in these jurisdictions. This symbol is usually placed superscript and to the right of the logo as shown here:



As an alternative, or in addition to use of the registered trademark symbol ®, the statement “The HALLIWICK ASSOCIATION OF SWIMMING THERAPY LOGO is a registered trademark” may be used. This statement usually appears at the bottom of the headed notepaper, perhaps close to the charitable status information.

It should be noted that whilst formal registration of the logo may give a degree of protection for the words HALLIWICK ASSOCIATION OF SWIMMING THERAPY, the words *per se* are not registered. The rights in the trademark as a registered trademark lie in the whole HALLIWICK ASSOCIATION OF SWIMMING THERAPY LOGO.

Applications Pending

In jurisdictions in which applications to register the logo as a trademark remain pending, the letters TM or the symbol ™ should be used in a similar position to the ®. The letters TM alert third parties to the fact that the HALLIWICK ASSOCIATION OF SWIMMING THERAPY LOGO is used as a trademark, albeit is not yet a registered trademark in those jurisdictions.