

# BRITISH ATHLETICS TEAM.

## TEAM MEMBERS' AGREEMENT – ATHLETE

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**Championships name:** **INSERT CHAMPIONSHIPS NAME** (“the Championships”)

As an athlete selected to represent the British Athletics Team (“the Team”) your behaviour will reflect on your governing body (i.e. UK Athletics (“UKA”)), the Team and the sport as a whole. Accordingly you must agree to conduct yourself in a proper manner at all times while participating in Team activities and any other commercial and media activities.

The British Athletics Team, Team Members' Agreement (“the Agreement”) outlines what is expected of you following your selection to the Team and applies to all selected athletes, regardless of whether you are a member of the World Class Performance Programme (WCPP). For those athletes who are members of the WCPP, to the extent that the provisions of the Agreement conflict with those of the UKA Athlete Agreement then the UKA Athlete Agreement shall supersede and take precedence over the terms of this document.

**All athletes selected for a British Athletics Team are required to accept the terms and conditions of the Agreement (at section 8 below) and return a signed copy to UKA (either electronically or hard-copy) IN ADVANCE of travel.**

**Athletes who fail to do so will have their entry in the relevant championships withdrawn and any travel/accommodation arrangements cancelled. In exceptional circumstances (and at the sole discretion of UKA), athletes who fail to sign the Agreement may still be permitted to travel, but must sign the Agreement prior to the final confirmation deadline for their event (or their entry will subsequently be withdrawn).**

As an athlete selected to the Team, it is therefore your responsibility to read the Agreement, and to understand your obligations. Failure to read this document is not an excuse. **As such, all athletes are advised to take their own independent legal advice before signing the Agreement. The British Athletes Commission is one such body who can provide appropriate advice - <http://www.britishathletes.org/>.**

1. **Team Member Benefits** – Following selection to the Team you will be entitled to receive the following benefits:
  - a. administration of your entry and accreditation as part of the Team to IAAF/EA/IPC Athletics events and the provision of reasonable administration services;
  - b. Team uniform and clothing as determined by UKA;
  - c. access to the Team holding camp(s) if being held;
  - d. access to appropriate medical and therapy treatment during the holding camp and IAAF/EA/IPC Athletics event;
  - e. reasonable travel arrangements between the UK (or other location if agreed in advance by the relevant Team Leader), the Team holding camp(s) (where applicable) and the event location;
  - f. accommodation in the Team hotel/multi-sport accommodation;
  - g. management of media requests and/or interest during the competition;
  - h. access to specialist advice from the UKA medical, sport science and anti-doping teams; AND
  - i. insurance cover under the UKA insurance policy as set out on the British Athletics website (<http://www.britishathletics.org.uk/governance/insurance/>). Note: the policy does not include personal accident, motor vehicle or independent training cover, therefore separate insurance should be taken out if required.
2. **Clean Athletics**
  - a. Subject to the terms of this clause, if an Anti-Doping Authority (as defined in clause 2.b. below) determines that you have committed an anti-doping rule violation which is deemed to be Serious in accordance with clause 2.c. below, you hereby acknowledge and agree that you shall not at any time following such determination be eligible for selection for the British Athletics Team in any event (“Permanent Ineligibility”).
  - b. For the purposes of clause 2.a. above, each of the following is an Anti-Doping Authority:

- i. the World-Anti Doping Agency;
  - ii. UK Anti-Doping;
  - iii. a National Anti-Doping Panel tribunal;
  - iv. a Disciplinary Committee appointed by UKA under the UKA Anti-Doping Rules; and
  - v. a sporting authority in or outside the United Kingdom whose decision is recognised by the World Anti-Doping Agency.
- c. An anti-doping rule violation to which all of the following apply is automatically deemed to be Serious for the purposes of clause 2.a. above where:
- i. an Anti-Doping Authority has imposed on you a period of ineligibility equal to or greater than the minimum standard sanction for that anti-doping rule violation; **and**
  - ii. that sanction has not been eliminated, reduced below the minimum standard sanction or suspended by an Anti-Doping Authority, or on appeal, for one or more of the following reasons (but not otherwise):
    - 1. No Fault or Negligence, or no Significant Fault or Negligence (as defined by the WADA Code); or
    - 2. "other circumstances of the case"; **and**
  - iii. the sanction has not been imposed for an anti-doping rule violation involving a Specified Substance where it has been established that the anti-doping rule violation was not intentional; **and**
  - iv. UKA has not waived the application of clause 2.a. on the grounds that, in its opinion (which is a matter for its absolute discretion) the Substantial Assistance you have provided, and/or the voluntary Admission(s) and/or Prompt Admission(s) you have made, are sufficient to justify such waiver.
- d. If you are made Permanently Ineligible for selection pursuant to paragraph 2.a. above, you have the right to bring an appeal in accordance with the Appeals Procedure set out at Schedule 1 to this Agreement (but not otherwise). The Appeals Procedure forms an operative and legally binding part of this Agreement.
- e. The above provisions apply where an Anti-Doping Authority determines on or after 1 March 2016 that you have committed an anti-doping rule violation, regardless of when the violation itself took place.

**3. Team Member Obligations** – Following selection to the Team, you agree to:

- a. make a positive commitment to supporting and achieving the aims and objectives of UKA and the Team;
- b. pursuant to paragraph 2 above, abide by all anti-doping rules and regulations at all times, including keeping your whereabouts up-to-date;
- c. conduct yourself in a correct and proper manner that portrays the sport in a positive light and does not bring you, UKA, the Team, the sport, the National Lottery, UK Sport, nor any commercial partner into disrepute;
- d. project a favourable and positive image of the sport and the UKA support programmes (including the WCPP) by adopting high standards of behaviour when carrying out duties in relation to the Team;
- e. maintain high standards of conduct and behave in a manner that shows proper respect for other athletes and Team staff when training, competing, coaching or residing in the Team hotel or multi-sport accommodation;
- f. refrain from any behaviour which would reflect badly on the sport and/or could prevent you from maintaining the highest levels of performance;
- g. act as an ambassador for UKA and the Team at all times but specifically when so requested in accordance with Team membership;
- h. take personal responsibility for elements of Team activity when required or asked to do so by a member of Team Management (including the Team Leader). This includes:
  - i. responsibly and respectfully communicating with the relevant Team staff if you are unhappy about any element of Team operations (or know that someone else is);
  - ii. being organised and on time for all travel, training and events (if you miss the Team flight you may have to organise a replacement flight and will be required to cover any additional associated costs);
  - iii. watching out for each other to ensure that no Team Member is in danger;
  - iv. not being afraid to tell fellow Team members if you think their behaviour is unacceptable; AND
  - v. ensuring that you and others do not, at any time, engage in any illegal or irresponsible activities.

- i. travel with the Team on pre-arranged flights and stay in Team accommodation unless alternative arrangements have been agreed with the Team Leader (changes will only be made in exceptional circumstances);
- j. wear official (and only current) Nike Team kit (excluding footwear and equipment products including without limitation eyewear and sports timing devices) as outlined below:
  - i. during international travel to/from competition/holding camp venue, including assembly at a UK airport and domestic travel on arrival/departure at/from the holding camp/competition venue;
  - ii. holding camp media open days;
  - iii. at all times in public areas of the Team hotel/multi-sport accommodation (not including accommodation at a holding camp);
  - iv. at all times at the competition venue, including training venues, warm-up, stadium and post-event areas. Specifically, you agree:
    - 1. not to cover or obstruct (intentionally or otherwise) any British Athletics, Nike, and/or UKA commercial partner logos on Team kit; AND
    - 2. to wear the official (and only current) Nike Team Kit (excluding footwear) for all medal ceremonies and any post-event media commitments (see paragraph 3.k. below).
  - v. at any other time as directed by the relevant Team Leader and/or Team Manager;
- k. fully engage in Team media activity (which includes wearing Nike Team kit) as specified below (such commitments shall take precedence over any personal commercial arrangements unless approved in writing, in advance, by the Team Leader):
  - i. pre-championships holding camp (if relevant):
    - 1. Up to two hours of pre-championship media obligations. This may take place at the holding camp (if applicable) or at the Team hotel upon arrival at the host city. On rare occasions UKA may ask you to fulfil media commitments in both holding camp and on arrival but these will be communicated well in advance to suit your availability and minimise any distraction; AND
    - 2. Any reasonably requested IAAF/EA/IPC Athletics requested media activity (including pre-championships press-conferences and/or media briefings).
  - ii. post-event:
    - 1. Up to two hours post event commitments (i.e. press conference or other activity) based at the Team hotel or other appropriate venue (as reasonably determined by UKA) the day immediately after finishing competing (up to one hour if competing again).
  - iii. Upon return to the UK:
    - 1. Up to two hours post event promotion/reflection on performance including upon arrival at UK airport.
- l. keep your Nike Team kit as supplied by UKA in good condition for the two year cycle and not to modify it, attach anything to it, obscure or attempt to obscure any Nike/British Athletics branding, or deliberately damage it in any way whatsoever. You are also not permitted to sell, give away or swap any kit during this two year cycle, and all kit remains the property of UKA during this time.

**4. Use of Your Image** - As an athlete selected to represent the Team you grant a number of rights in relation to the use of your image and pictorial likeness taken from your participation in the Championships, which may be used together with your name, nickname, statistics, voice, biographical information and/or other data (collectively "Athlete Attributes") as set out in clauses 4a. to 4e. below. The rights to your Athlete Attributes granted within this Agreement will remain with UKA from your selection for the Championships until the next edition of the corresponding championships.

- a. You agree and consent to your performance or appearance as a Team member in the Championships being filmed or recorded in any audio, visual or audio-visual or electronic form of coverage and that such recording (including your Athlete Attributes) may be used by UKA and incorporated in whole or in part in any form of media or communication, subject to the terms of this clause 4.
- b. From time to time, whether before, during or after the Championships, UKA may wish to use your Athlete Attributes for its own purposes including, but not limited to, promoting the Team's participation in the Championships or any future Teams, celebrating the success of the Team and/or as part of current or historical records, films or publications of or concerning the Team and/or the Team competitions. You agree that UKA may use your Athlete Attributes free of charge for any such purposes provided always that any such use does not conflict with your genuinely held religious/ethical beliefs and/or conflict with a pre-existing personal endorsement relationship (to be determined by UKA

acting reasonably) and/or imply a direct endorsement of a particular company or product or service unless otherwise agreed with you. You acknowledge and agree that the use by UKA of imagery of you in official Team kit does not constitute a direct endorsement of the Team's official kit-wear supplier (i.e. Nike) for the purposes of this clause.

- c. You further agree that any Team Partners may use your Athlete Attributes for their own commercial purposes from time to time, whether before, during or after Championships, subject to the following principles:
- i. any Team Partner may use, without requiring your prior consent, your Athlete Attributes in an individual capacity or as part of a team (i.e. alongside other current or past members of the Team) in any qualification update, good luck or congratulatory messaging via social media only, subject to such use being on an equivalent basis to a reasonable number of other Team athletes in a substantially similar manner. For the avoidance of doubt, any use of your Athlete Attributes as contemplated in this clause shall be such that no individual endorsement deal is suggested between you and any Team Partner; and
  - ii. any Team Partner may use your Athlete Attributes as part of a team i.e. with equal prominence to other current or past members of the Team/WCPP (meaning a minimum of 3 athletes) in any promotional and/or marketing materials in any form of media (including social media), subject to your prior consent as to any imagery used (such consent not to be unreasonably withheld and in any event to be provided within 3 working days, failing which you shall be deemed to have provided your consent) and to no persistent use by the Team Partner of this right in respect of your Athlete Attributes in such a way as to suggest an individual endorsement deal exists. For the avoidance of doubt, 'persistent use' shall mean use which is disproportionate to the Team Partner's use of other Team Members who have achieved similar results to you.
- d. All promotional activity by the Team Partners featuring your Athlete Attributes in accordance with clause 4c. will be to promote their relationship with UKA and the Team as a whole and any imagery or footage used for such purposes will feature you wearing the official Team kit.
- e. No Team Partner will be permitted to expressly state or imply any individual personal endorsements of its product or service by you, unless that has been agreed separately between the Team Partner and you. UKA will use reasonable endeavours to prevent Team Partner use in a context that would conflict with your genuinely held religious/ethical beliefs and/or conflict with a pre-existing personal endorsement relationship (to be determined by UKA acting reasonably).
- f. You acknowledge and agree that the use by UKA and/or any Team Partner of imagery of you in Team kit does not constitute a direct endorsement of the Team's official kit-wear supplier for the purposes of this clause, nor does it justify reasonable grounds for you to refuse consent for your image to be used pursuant to clause 4.c.ii. above.

## **5. Behaviour when attending a competition as a member of a British Athletics Team**

- a. When residing in the Team hotel/multi-sport accommodation:
- i. be courteous and respectful to other Team members, athletes, hotel guests and hotel property at all times – others may be competing and/or training even after your events have finished; AND
  - ii. tell your Team Manager if you have any problems when at the Team hotel/multi-sport accommodation (including requests to change rooms/room partners).
- b. At all times, you agree to:
- i. keep your accommodation clean and tidy;
  - ii. adhere to any signing in and out procedures if implemented by Team Management;
  - iii. pay for any extras you incur at the Team hotel/multi-sport accommodation, such as phone bills, room service, dry-cleaning etc.;
  - iv. report any faults or damage to the Team hotel/multi-sport accommodation to a member of Team Management. Upon arrival, ensure you inspect your own accommodation and report any faults or damage immediately;
  - v. maintain appropriate standards of conduct at any closing banquet/celebrations;
  - vi. use social media/blogging sites e.g. Twitter/Facebook in a positive light and share your personal experience, whilst respecting the privacy of other individuals; AND
  - vii. check any supplements/nutritional aids (particularly those bought in a foreign country) with the medical team.

- c. At all times, you agree NOT to:
- i. allow any non-Team member (male or female), into your room (this includes friends, family, supporters and your personal coach);
  - ii. appear in any public areas of hotels/multi-sport accommodation improperly or inappropriately dressed;
  - iii. consume alcohol whilst wearing Team kit. Note: it is illegal at all times for British athletes under the age of 18 to drink alcohol (and as such are referred to paragraph 3, h, v). Different countries around the world may set higher legal drinking ages (21 in the USA, for example) and as such, where the legal drinking age is set higher than 18, all athletes will be expected to abide by the relevant legal drinking age for any country they visit;
  - iv. discard or swap your Team kit. Your kit allocation is intended to last you for 2 years. Should you require further pieces of kit you may be asked to contribute to the cost of replacements; AND
  - v. gamble on any event during a competition for which you are selected to represent the Team (see separate rules, where applicable, for any relevant IAAF/EA/IPC Athletics competition regarding gambling).

**6. Sanctions** – UKA is serious in its commitment to high standards of behaviour amongst all Teams. Athletes or staff members who breach the Team Members' Agreement will be subject to sanctions as follows:

- a. Minor issues may be dealt with informally and may result in the imposition of sanctions commensurate to the seriousness of the misconduct (taking into account any history of misconduct by the athlete/staff member). Those sanctions may include:
  - i. withdrawal or reduction of any Team Member Benefits (outlined in Section 1);
  - ii. withdrawal or reduction of any British Athletics Performance Bonus(es);
  - iii. immediate expulsion from the Team. The athlete/staff member concerned may be required to return home, at their own expense, unaccompanied if appropriate;
  - iv. exclusion from all further British Athletics Teams either for an identified period of time or permanently;
  - v. direct billing for any damage caused or costs incurred;
  - vi. direct billing for re-arranged flights and transfers not agreed in advance with Team Management; and
  - vii. review of the athlete's WCPP membership status (if applicable).
- b. More serious issues or persistent minor misconduct may result in the initiation of formal disciplinary proceedings in accordance with the policy document "UKA Disciplinary Rules and Dispute Resolution and Disciplinary Procedures" adopted in November 2013 as amended from time to time (<http://www.britishathletics.org.uk/governance/policies/>).
- c. It shall be a matter for UKA's absolute discretion to decide for the purposes of determining the applicable disciplinary process whether misconduct is "minor", "more serious" or "persistent".

**7. Welfare**

- a. The Welfare Policy and Procedures, along with a number of supporting documents can be viewed on the British Athletics website at <http://www.britishathletics.org.uk/governance/welfare-and-safeguarding/>;
- b. If you have any concerns regarding child welfare, please contact the following:
  - i. UK Athletics Lead Child Protection Officer, David Brown CBE [dbrown@uka.org.uk](mailto:dbrown@uka.org.uk) or 07841 504 300;
  - ii. UK Athletics Welfare Officer & England Athletics Welfare Lead, Jane Fylan on [jfylan@uka.org.uk](mailto:jfylan@uka.org.uk) or 07803 671 975;
  - iii. by post at Athletics Welfare PO Box 332, Sale, Manchester M33 6XL or telephone on 0121 713 8450.

## 8. Acceptance

I confirm that I have read the British Athletics Team, Team Members' Agreement (outlined above and in the attached Schedule 1), and agree to comply with my obligations (both now and in the future) as a member of the British Athletics Team.

I also specifically confirm that I have been advised to take independent legal advice before signing the Agreement and understand the consequences should I choose not to do so.

**Championships name:** INSERT CHAMPIONSHIPS NAME

\_\_\_\_\_  
Signature of Athlete

\_\_\_\_\_  
Print Athlete Name

\_\_\_\_\_  
Date

**If the athlete is under the age of 18 – a Parent/Guardian must sign below:** In doing so, the parent/guardian agrees both to the athlete being subject to the obligations set out in the British Athletics Team, Team Members' Agreement (outlined above) and that in the event of default by the athlete in respect of any payment obligations outlined within this document, UKA may require payment to be made by the parent/guardian.

\_\_\_\_\_  
Signature of Parent/Guardian

\_\_\_\_\_  
Print Parent/Guardian Name

\_\_\_\_\_  
Date

## Schedule 1: The Appeals Procedure

### The Appeals Procedure

1. This procedure set out in this Schedule 1 (the "Procedure") is the only applicable appeals procedure and forms the entire agreement between you and UKA as to how any Permanent Ineligibility may be challenged. The parties agree to submit any dispute concerning any matter connected with or arising out of any Permanent Ineligibility to binding arbitration in accordance with the provisions of this Procedure. The parties agree that they will not commence, continue or maintain any legal challenge to any matter falling under the jurisdiction of this Procedure, before any court of law or other dispute resolution body. The parties will treat all decisions under this procedure as final and binding.
2. The parties agree that this Procedure is to be treated as an arbitration procedure under Part 1 of the Arbitration Act 1996 (the "Act") and the provisions of clause 2.g. above amount to a binding arbitration agreement for the purposes of section 6 of the Act. The seat of the arbitration shall be England.

### How to appeal

3. The Procedure is commenced when you submit a formal written appeal (the "Notice of Appeal") by email to the Chair of the UK Athletics Board at [appeals@britishathletics.org.uk](mailto:appeals@britishathletics.org.uk). The Notice of Appeal shall be deemed to have been received at the time and date of the email transmission, provided no error message is received.
4. The Notice of Appeal should set out the grounds of the appeal and include full details of the basis of the appeal. The Notice of Appeal should be as full as possible as it will form the basis of the remainder of the Procedure. Subject to paragraph 18 of this Procedure, appeals will be conducted based on your written submissions (contained within the Notice of Appeal) and any response from the respondent, without a hearing or the calling of witnesses or the giving of oral evidence.

### Grounds for Appeal

5. If you are made Permanently Ineligible pursuant to paragraph 2.a. of the Team Members' Agreement, you may appeal on one or more of the following grounds (but not otherwise):
  - a. the anti-doping rule violation did not fulfil the definition of "Serious" as set out in clause 2.c. of the Team Members' Agreement;
  - b. you can show that, on the balance of probabilities, significant mitigating circumstances existed in relation to the anti-doping rule violation; and/or
  - c. in cases where you have provided Substantial Assistance or made voluntary Admission(s) and/or Prompt Admission(s), that UKA has exercised its absolute discretion in an arbitrary, capricious or irrational manner when determining that such Assistance or Admissions were insufficient to justify waiving the application of clause 2.a.
6. The right to appeal is provided on these limited grounds only.

### The Parties

7. The respondent to the appeal will be UKA.

### Time Limits

8. You must submit the Notice of Appeal to the Chair of the UK Athletics Board within the time limits set out in this Procedure. If you fail to do so, you will automatically lose the right of appeal under this Procedure, save in wholly exceptional circumstances which will be judged by the Appeals Panel in its absolute discretion.
9. **Standard time limit:** If, at the point at which you are notified of your Permanent Ineligibility, a period equal to or more than 8 weeks remains of the period of ineligibility imposed by an Anti-Doping Authority, the Notice of Appeal must be submitted within 21 days of you being notified by UKA of your Permanent Ineligibility.

10. **Expedited time limit:** If, at the point at which you are notified of Permanent Ineligibility, less than 8 weeks remains of the period of ineligibility imposed by an Anti-Doping Authority, it will be necessary to accelerate the Procedure. In these circumstances the Notice of Appeal must be submitted as a matter of urgency and in any event within 10 days of you being notified by UKA of your Permanent Ineligibility.
11. For the purposes of paragraphs 9 and 10 of this Procedure, you are notified of your Permanent Ineligibility when UKA communicates it to you using any reasonable method of communication which you hereby agree includes (but is not limited to) oral announcement, telephone calls, written correspondence, text messages, email or fax.

#### The Appeals Panel

12. UKA shall establish an Appeals Panel made up of three individuals to consider any appeal by a person made Permanently Ineligible pursuant to paragraph 2.a. of the Team Members' Agreement.
13. The Appeals Panel will consist of the following three people:
  - a. Chair: the Chair of the UK Athletics Board;
  - b. Second member: a person from within the legal profession with relevant legal experience; and
  - c. Third member: the President of the UK Athletics Board, save in respect of any Notice of Appeal submitted in respect of an IPC Athletics international event, in which case the third member of the Appeals Panel shall be Sarah Rowell.

#### Relevant Considerations

14. In determining whether significant mitigating circumstances exist the Appeals Panel shall take account of all relevant facts and matters, including any admission of guilt by you or on behalf of you.
15. In determining whether UKA has exercised its absolute discretion in an arbitrary, capricious or irrational manner when deciding that such Assistance or Admissions was insufficient to justify waiving the application of clause 2.a, the Appeals Panel shall take account of the World Anti-Doping Code in force at the time the rule violation was committed and the anti-doping rules of UKA, UKAD and the IAAF.

#### Conduct of the Appeal

16. The Appeals Panel shall consider written submissions from you and UKA and shall, where possible, make its decision on the basis of those submissions.
17. If the Appeals Panel is not minded to make its decision on the basis of written submissions alone or if you request, the Appeals Panel shall allow you to appear in person at a hearing or be represented before it. In these circumstances the Appeals Panel may regulate its own procedure and may give such directions for the future conduct of the appeal as it considers appropriate.
18. The Appeals Panel is only entitled to rescind the Permanent Ineligibility on the limited grounds set out in paragraph 5 above.
19. In the event the Appeals Panel rules in your favour then your eligibility for selection shall be immediately restored.

#### Amendment

20. UKA shall be entitled to amend this Procedure from time to time and such amendments will take effect from the first date of publication of the complete amended procedure on the British Athletics website.

**Athletes seeking independent legal advice regarding this Procedure are recommended to contact the British Athletes Commission (<http://www.britishathletes.org/>).**