



BRITISHROWING

British Rowing Regulations

September 2018

TEAMWORK | OPEN TO ALL | COMMITMENT



DEFINITIONS

1. Definitions and Interpretation

- 1.1. The Definitions used in the Memorandum and Articles of British Rowing are adopted and used in these Regulations save that the term 'Regatta' as used in the Articles is replaced by the term 'Competition' and the term 'Chairman' is replaced by the term 'Chair' in these Regulations.
- 1.2. The Definitions are set out at Appendix I to these Regulations.

ORGANISATION AND STATUS

2. Jurisdiction

- 2.1. These Regulations apply to the following:
 - 2.1.1. Regional Rowing Councils
 - 2.1.2. Regional Representatives
 - 2.1.3. Affiliated Members
 - 2.1.4. Registered Individuals
 - 2.1.5. The Board.
- 2.2. The organisations and persons referred to above shall organise and manage their affairs and activities in a responsible manner and in accordance with the Articles, any applicable laws and regulations, and these Regulations.
- 2.3. British Rowing shall issue policies, guidance, advice and information for use by these organisations and persons. British Rowing will normally take compliance with such policies, guidance, advice and information as confirmation that the relevant party has organised and managed its affairs in a responsible manner.

3. Regional Rowing Councils

- 3.1. The Articles provide as follows:

Article 4(q)

[British Rowing has the power to] create and establish Regional Rowing Councils covering defined geographic areas of the country and to delegate to such Regional Rowing Councils whatever powers, duties, responsibilities and resources as British Rowing may from time to time deem appropriate.

- 3.2. In order to enable the efficient running of the sport of Rowing in England, British Rowing has determined ten geographical regions referred to as 'Regions'. The boundaries of each Region are defined by river basins and by the location of Affiliated Members who are members of the Region. Any changes to the boundaries of a Region shall be recommended by the Regional Chair Forum to the Board for their agreement.



- 3.3. British Rowing has established ten Regional Rowing Councils to represent the Affiliated Members within each Region. These are the:
- 3.3.1. East Midlands Regional Rowing Council
 - 3.3.2. Eastern Regional Rowing Council
 - 3.3.3. North West Regional Rowing Council
 - 3.3.4. Northern Regional Rowing Council
 - 3.3.5. Thames Regional Rowing Council
 - 3.3.6. Wessex & South East Coast Regional Rowing Council
 - 3.3.7. West Regional Rowing Council
 - 3.3.8. West Midlands Regional Rowing Council
 - 3.3.9. Wiltshire, Avon, Gloucestershire and Somerset (WAGS) Regional Rowing Council
 - 3.3.10. Yorkshire Regional Rowing Council.
- 3.4. Regional Rowing Councils must:
- 3.4.1. Comply with these Regulations;
 - 3.4.2. Comply with the Regional Rowing Council Terms of Reference included as Appendix 2 to these Regulations. The Board must approve any deviation from the Regional Rowing Council Terms of Reference made by a Regional Rowing Council;
 - 3.4.3. Elect a Regional Rowing Council Chair; and
 - 3.4.4. Appoint at least one Regional Representative as provided for in these Regulations.
- 3.5. There shall be a Regional Chair Forum that shall comprise the Regional Rowing Council Chairs from each Regional Rowing Council and the Chair and Deputy Chair of British Rowing. The Regional Chair Forum shall meet as often as it chooses.
- 3.6. The Regional Chair Forum shall operate according to the Regional Chair Forum Terms of Reference included Appendix 3 to these Regulations.

4. **Regional Representatives**

- 4.1. The Articles provide as follows:

Article 45
The Members of British Rowing are the Regional Representatives elected by the Affiliated Members within a Region. The relevant Regional Rowing Council shall conduct these elections.
Article 46
British Rowing shall establish regulations in respect of the conduct of elections of Regional Representatives and the terms of office to be served by Regional Representatives.

- 4.2. The Affiliated Members within each Region must elect one or more Regional Representatives in accordance with the Regional Rowing Council Terms of Reference.



- 4.3. Each Regional Representative shall be a Member of British Rowing. The Members of British Rowing shall have a number of rights and responsibilities as provided for in the Act, the Articles and the Regional Rowing Council Terms of Reference, including the right to:
- 4.3.1. Appoint up to four Directors to act as part of the Board of British Rowing;
 - 4.3.2. Pass a resolution to remove Directors from the Board of British Rowing in accordance with section 168 of the Act; and
 - 4.3.3. Attend and vote at all General Meetings of British Rowing.
- 4.4. The Articles provide as follows:

Article 47																					
Each Region shall have an unlimited number of Regional Representatives such number being based on the number of Registered Individuals resident within each Region.																					
Article 48																					
A Registered Individual shall be deemed to be resident within a Region by reference to the address of the First Named Club.																					
Article 49																					
Each Region shall be allocated one Regional Representative for each one thousand five hundred (1,500) or part thereof Registered Individuals resident within each Region as illustrated in the below example:																					
<table border="1"> <thead> <tr> <th>Number of Registered Individuals</th> <th>Number of Regional Representatives</th> </tr> </thead> <tbody> <tr> <td>0-1500</td> <td>1</td> </tr> <tr> <td>1501-3000</td> <td>2</td> </tr> <tr> <td>3001-4500</td> <td>3</td> </tr> <tr> <td>4501-6000</td> <td>4</td> </tr> <tr> <td>6001-7500</td> <td>5</td> </tr> <tr> <td>7501-9000</td> <td>6</td> </tr> <tr> <td>9001-10500</td> <td>7</td> </tr> <tr> <td>10501-12000</td> <td>8</td> </tr> <tr> <td>12001-13500</td> <td>9</td> </tr> </tbody> </table>	Number of Registered Individuals	Number of Regional Representatives	0-1500	1	1501-3000	2	3001-4500	3	4501-6000	4	6001-7500	5	7501-9000	6	9001-10500	7	10501-12000	8	12001-13500	9	
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12001-13500	9																				
Article 50																					
British Rowing shall review the number of Regional Representatives resident within each Region periodically but in any event not less than once every three years and make such changes to the number of Regional Representatives as may be necessary from time to time to be fair and equitable to each Region.																					



- 4.5. The number of Regional Representatives shall be as provided for in the Articles. This number is based on the number of Registered Individuals resident within a Region as specified by British Rowing in accordance with the Regional Rowing Council Terms of Reference in Appendix 2.
- 4.6. The Regional Representatives must comply with these Regulations.

5. Affiliated Members

5.1. The Articles provide as follows:

Article 38
For the purposes of registration the number of ... Affiliated Members is declared to be unlimited.
Article 39
The provisions of Section 113 of the Act or any statutory modification or re-enactment thereof shall be observed by British Rowing, and every Affiliated Member (not having subscribed to the Memorandum and Articles of Association) shall sign a written application for membership in such form and containing such particulars as the Board may from time to time determine. The Board may in its absolute discretion accept or reject any person or body applying to be an Affiliated Member.
Article 40
The ... Affiliated Members shall have such rights and obligations as are contained in these Articles and any rules or regulations established by British Rowing.
Article 41
Any person on agreeing to become and having been accepted as a ... Affiliated Member shall be deemed to have agreed to be bound by these Articles and any rules or regulations established by the Board whether or not a written statement shall have been signed to that effect.
Article 42
A ... Affiliated Member shall be liable to suspension or expulsion from British Rowing on the passing of a resolution to that effect by the Board if they refuse or neglect to comply with these Articles or any rules or regulations established by the Board.
Article 43
A ... Affiliated Member may resign from membership by giving written notice to British Rowing, subject to any rules or regulations established by the Board.
Article 44
... Affiliated Membership is not transferable.

5.2. Any Club or a Competition that has its principal location in England may apply at any time to become an Affiliated Member of British Rowing.



- 5.3. British Rowing shall specify and publish the process for application to become an Affiliated Member of British Rowing.
- 5.4. The Board of British Rowing will approve or reject any application made by a Club or Competition to become an Affiliated Member. Upon acceptance as an Affiliated Member the Affiliated Member shall be subject to these Regulations as relevant.
- 5.5. If a Club or Competition has an application to become an Affiliated Member refused, it may reapply to become an Affiliated Member, but not within twelve calendar months from the date of such refusal.
- 5.6. Every Club or Competition on becoming an Affiliated Member shall send to British Rowing the name and address of the officer of the Club or Competition to whom all communications are to be sent and the Chair of the Club or Competition, and shall keep British Rowing informed both of any change in the name and/or address of such officer or Chair and of any change in the rules or constitution of such Club or Competition.
- 5.7. An Affiliated Member may resign on giving written notice to British Rowing. An Affiliated Member may resign at any time, subject to the financial provisions concerning Clubs referred to at Regulation 13.5.
- 5.8. Affiliated Members must:
 - 5.8.1. Comply with these Regulations; and
 - 5.8.2. Ensure that their members and any persons associated with the Club, Competition or its activities comply with these Regulations.
- 5.9. No Affiliated Member should have any kind of Rowing relationship with any Club, association, body or other organisation that has been suspended by FISA, Scottish Rowing, Welsh Rowing or any national federation that is affiliated to FISA.
- 5.10. An Affiliated Member may have its affiliation restricted, suspended or terminated, be fined or otherwise penalised pursuant to these Regulations.

6. Clubs

- 6.1. A Club whose principal location is in England may affiliate to British Rowing to develop, gain access to funding, compete or to be recognised as a British Rowing member. As part of the application process to become an Affiliated Member, a Club must:
 - 6.1.1. Complete the application form made available by British Rowing from time to time;
 - 6.1.2. Pay the relevant subscription fee;
 - 6.1.3. Have a designated boating base, or permission from a host Club to use their facilities and/or equipment;
 - 6.1.4. Complete the British Rowing Safety Audit which must be approved by the relevant Regional Rowing Safety Advisor;
 - 6.1.5. Review all British Rowing welfare policies, and appoint a Club Welfare Officer;
 - 6.1.6. Provide a copy of its constitution, which must contain an equal opportunities clause and confirmation that the Club will abide by the Regulations and adhere to the safety requirements of the British Rowing RowSafe Guide;



- 6.1.7. Be adequately insured and take responsibility for all of their equipment and liability for the actions for the Club'; and
- 6.1.8. Obtain approval from the relevant Regional Rowing Council for the application.
- 6.2. If a Club is accepted as an Affiliated Member it will become a member of the relevant Regional Rowing Council subject to the provisions of the Regional Rowing Council constitution. This relevant Regional Rowing Council shall be determined by reference to the principal location where the Club's Rowing activities take place.
- 6.3. British Rowing may from time to time request that Clubs provide information relating to the Club as British Rowing shall require, including:
 - 6.3.1. An annual audit to confirm that the Club complies with the Safety provisions of these Regulations;
 - 6.3.2. The number of Club members both rowing and non-rowing (in order that British Rowing may calculate the relevant subscription fees); or
 - 6.3.3. Confirmation that the Club has adequate and appropriate public and/or civil liability insurance.
- 6.4. The Sport Committee shall record the racing colours of every Club at the time of its affiliation. Any subsequent changes to the racing colours shall not take effect until approved by the Sport Committee.
- 6.5. All boats being used from Clubs for racing, training, and recreation, including private craft, safety and coaching launches shall be identifiable by the three letter code, as issued by British Rowing, together with a three digit fleet number (including zeros) as determined by the Club. The lettering shall be in capitals, in a regular sans serif font, with a minimum height of 6cm and clearly readable (in a contrasting colour) on both port and starboard saxboards, or vertical surface.
- 6.6. Clubs must keep, readily available, an up-to-date list of their fleet number/boat reference, including that issued to any member with a privately owned boat. Club members with private craft who move Clubs must change the identification code to that issued by their new Club before taking to the water.

7. Competition

- 7.1. A Competition may apply at any time to the National Competition Committee (being the committee designated as such in the British Rowing Governance Handbook) to become an Affiliated Member according to the process and standards set by British Rowing.
- 7.2. If a Competition is accepted as an Affiliated Member it will become a member of the relevant Regional Rowing Council subject to the provisions of the Regional Rowing Council constitution. This relevant Regional Rowing Council shall be determined by reference to the principal location where the Competition's event activities take place.
- 7.3. A Competition may have its affiliation restricted, suspended or terminated, be fined or otherwise penalised pursuant to these Regulations.



- 7.4. As part of the application process to become an Affiliated Member, a Competition must:
 - 7.4.1. Complete the application form made available by British Rowing from time to time;
 - 7.4.2. Pay the relevant affiliation fee and other costs;
 - 7.4.3. Provide all relevant information including a map of the course; the event safety and welfare plan; and a risk assessment;
 - 7.4.4. Provide copies of all relevant local and/or national approvals concerning the events;
 - 7.4.5. Submit a safety plan which must be approved by the relevant Regional Rowing Safety Advisor;
 - 7.4.6. Provide confirmation that the Competition will adhere to the safety requirements of the British Rowing RowSafe Guide;
 - 7.4.7. Be adequately insured; and
 - 7.4.8. Obtain approval from the relevant Regional Rowing Council for the application.
- 7.5. A Competition may have its affiliation restricted, suspended or terminated, be fined or otherwise penalised pursuant to these Regulations.

8. Registered Individuals

- 8.1. Any individual may apply to British Rowing to become a Registered Individual. The means by which an individual makes an application, and the information required to support such an application, will be specified by British Rowing on its website.
- 8.2. Upon acceptance as a Registered Individual the Registered Individual must:
 - 8.2.1. Comply with these Regulations; and
 - 8.2.2. Comply with the Registered Individual Terms and Conditions included as Appendix 4 to these Regulations.
- 8.3. A Registered Individual may have any rights restricted, suspended or terminated, be fined or otherwise penalised pursuant to these Regulations.

RIGHTS AND RESPONSIBILITIES

9. Equity and Code of Ethics & Behaviour

- 9.1. British Rowing aims to ensure that all people irrespective of their age, gender, gender reassignment, disability, race, ethnic origin, nationality, colour, marital or civil partnership status, pregnancy, maternity or parental status, religion or belief, social-economic status, sexual orientation or political belief, have an equal opportunity to participate in Rowing at all levels and in all roles, whether as beginner, participant, performer, or as a coach, manager, employee, administrator or official.
- 9.2. All persons associated with British Rowing, including but not limited to Registered Individuals, Clubs, Competitions, persons associated with participants in Rowing including parents, guardians, carers and supporters, all technical officials and umpires, coaches, instructors and



other support persons, volunteers and all British Rowing employees, are subject to and must comply with the British Rowing Code of Ethics and Behaviour.

- 9.3. A copy of the British Rowing Code of Ethics and Behaviour can be downloaded from the British Rowing website.
- 9.4. A breach of the British Rowing Code of Ethics and Behaviour by any person to whom these Regulations apply to may be treated as a disciplinary offence.

10. Safeguarding

- 10.1. Any person or organisation that these Regulations apply to must comply with British Rowing Safeguarding & Protecting Children Policy and Procedures and the Adults at Risk Policy and Procedures and any supplementary guidance set out by British Rowing. A breach of those policies by any person that these Regulations apply to may be treated as a disciplinary offence.
- 10.2. Affiliated Members must require as a condition of membership and/or participation that their members and/or participants (and any persons associated with the Club or Competition and its activities) comply with the British Rowing Safeguarding & Protecting Children Policy and Procedures and the Adults at Risk Policy and Procedures and any supplementary guidance set out by British Rowing.
- 10.3. Each Affiliated Member where children may be present must:
 - 10.3.1. Appoint a Welfare Officer and publish their contact details;
 - 10.3.2. Only allow coaches to work with children if they have an up to date criminal records check and two independent positive references;
 - 10.3.3. Have up to date, sport specific, safeguarding training.
- 10.4. All concerns about a child or adult at risk must be acted upon in accordance with British Rowing's safeguarding reporting procedure.
- 10.5. Where concerns and disclosures of abuse against a child occur, British Rowing will prioritise the well-being of children and act in accordance with UK legislation and guidance. Where information is received which causes British Rowing to conclude on reasonable grounds that there is a risk that an individual is unsuitable to work with or have unsupervised access to children within Rowing, British Rowing may impose a suspension on the individual concerned from any event or activity promoted by or authorised by British Rowing or any Affiliated Member in accordance with British Rowing's safeguarding policy and procedures.
- 10.6. Where concerns and disclosures of poor safeguarding practice by an Affiliated Member occur, British Rowing may impose a suspension of any activities of the Affiliated Member involving children in accordance with British Rowing's safeguarding policy and procedures.

11. Safety

- 11.1. All Affiliated Members and Registered Individuals must organise, manage and carry out their activities in a safe and responsible manner with due regard for any guidance, or similar advice, issued by British Rowing or other safety advisory or regulatory bodies.



- 11.2. Any person or organisation to whom that these Regulations apply to must comply with any such guidance or advice. A breach of any such guidance or advice by any person to whom these Regulations apply to may be treated as a disciplinary offence.
- 11.3. All Affiliated Members and Registered Individuals must comply with the British Rowing RowSafe guide, which provides safety advice to rowers, Clubs, events and everyone else associated with the sport of rowing. A copy of the British Rowing RowSafe guide can be downloaded from the British Rowing website.
- 11.4. Registered Individuals must:
- 11.4.1. Take responsibility for their own safety both on and off the water; and
 - 11.4.2. Ensure that their actions both on and off the water do not put others at risk.
- 11.5. Clubs must:
- 11.5.1. Ensure a positive safety culture;
 - 11.5.2. Establish and publish a safety policy in which they commit to safety;
 - 11.5.3. Provide a safe environment for their members and others to enjoy their sport;
 - 11.5.4. Appoint a Club Rowing Safety Advisor(s) to lead and advise on promoting safe practice;
 - 11.5.5. Establish and communicate safety rules that define what is, and what is not, appropriate behaviour on and off the water;
 - 11.5.6. Provide their members with education and training in risk assessment and safe practice;
 - 11.5.7. Complete the British Rowing Annual Safety Audit and implement any recommendations made as a result of this Audit;
 - 11.5.8. Liaise with all water users and other stakeholders (such as the local sailing club) to ensure that neither will put the other at risk;
 - 11.5.9. Encourage Club members to be accountable for safety and report all incidents; and
 - 11.5.10. Take appropriate action if its members fail to abide by its Safety Rules.
- 11.6. Competitions must:
- 11.6.1. Complete and maintain a risk assessment and use this to define its safety plans for the event;
 - 11.6.2. Promote and communicate safe practice in all activities associated with the event;
 - 11.6.3. Appoint an event Rowing Safety Advisor to lead and advise
 - 11.6.4. Support their event Rowing Safety Advisor and take their advice into account.
- 11.7. Regional Rowing Councils must:
- 11.7.1. Develop and encourage a positive safety culture and safe practice in the region;
 - 11.7.2. Support Clubs and events in organising their activities and encourage them to follow good practice based on the risks associated with the type of Club, waters and activities in the region;
 - 11.7.3. Promote safety education and training;
 - 11.7.4. Review the safety provision of events within the region and provide or withhold approval for each of them to be held;
 - 11.7.5. Review safety at Clubs and events and provide feedback to those Clubs and events;



11.7.6. Maintain contact with navigation and other authorities to assist their Clubs and events to operate safely; and

11.7.7. Appoint a Regional Rowing Safety Advisor to lead and advise on promoting safe practice.

12. Integrity and Conduct

12.1. All Registered Individuals must comply with the policies adopted, approved and published by the Board from time to time, which include (but are not limited to):

12.1.1. British Rowing Anti-Doping Policy;

12.1.2. British Rowing Integrity Policy; and

12.1.3. British Rowing Codes of Conduct

12.2. Any person to whom these Regulations must comply with the Policies referred to above. Any failure to do so may be treated as a breach of these Regulations and as a disciplinary offence.

13. Subscriptions

13.1. The Board shall each year fix and approve the rates and scales of subscriptions to be paid by:

(a) Affiliated Members; and

(b) Registered Individuals.

13.2. The rates and scales of subscriptions shall be approved following consultation with the Regional Chair Forum.

13.3. Each Affiliated Member and Registered Individual must pay the affiliation, subscription and/or other fees that are set by British Rowing.

13.4. The date upon which subscription fees are due and payable is referred to as the 'Subscription Date'.

13.5. Clubs:

13.5.1. A Club shall pay the subscription fees by 1st April for the ensuing calendar year. 1st April shall be the Subscription Date or such other date as British Rowing may specify.

13.5.2. A Club in arrears of subscription six (6) weeks after any Subscription Date shall be automatically suspended and shall not be permitted to compete in any Competition.

13.5.3. A Club in arrears of subscription six (6) months after any Subscription Date shall be automatically removed from the list of Affiliated Members. British Rowing may at its discretion restore such Club's name and membership rights on payment of the arrears due.

13.5.4. No Club suspended for being in arrears with the payment of the annual subscription shall be entitled to vote in the election of Regional Representatives.

13.5.5. If a Club resigns within 6 (six) weeks after the Subscription Date no subscription will be payable. If notice of resignation is not given within six weeks of the Subscription Date the Club will be liable to pay the whole of the subscription due for the relevant year.



13.6. Competitions:

- 13.6.1. A Competition must pay the relevant affiliation fees and other costs (including but not limited to insurance costs) within 14 (fourteen) days of the relevant event or events taking place.
- 13.6.2. A Competition in arrears of any fees two (2) months after the date upon which those fees became payable may have any permission to hold its event withdrawn by British Rowing.
- 13.6.3. A Competition in arrears of any fees six (6) months after the date upon which fees became payable it shall be automatically removed from the list of Affiliated Members. British Rowing may at its discretion restore such Competition's name and membership rights on payment of the arrears due.

14. Allocation of Payments

- 14.1. All payments or consideration for competitive Rowing and associated activities made by way of prizes or appearance fees shall be made to, or as arranged with, the appropriate Club. Each Club will enter into a contract or agreement with its registered competition members that will cover all questions on the distribution of cash or goods received by the Club through competition, sponsorship or other income linked with Rowing or associated activities.

INTERNATIONAL COMPETITION

15. Selection for International Competition

- 15.1. British Rowing shall maintain and publish a fair, open and transparent process for the selection of rowers to represent Great Britain in international competitions.
- 15.2. British Rowing shall maintain an appropriate and documented Selection Appeals Procedure in respect of the selections made for international competition. The current version is set out as Appendix 5 to the Regulations.
- 15.3. All participants in international competitions within the sport of Para-Rowing must comply with all relevant FISA Para-Rowing classification rules.

PARA-ROWING

- 16. All participants in Para-Rowing at national-level competitions must comply with all relevant British Rowing Adaptive Rowing Rules.



ASSOCIATED ORGANISATIONS

17. An organisation may apply to become an 'Associated Organisation' of British Rowing according to the process set by British Rowing for such applications.
 - 17.1. As part of the application process to become an Associated Organisation, an organisation must:
 - 17.1.1. Complete the application form made available by British Rowing from time to time; and
 - 17.1.2. Pay the relevant fee.
 - 17.2. Upon acceptance as an Associated Organisation shall have the right to refer to itself as a British Rowing Associated Organisation.
 - 17.3. An Associated Organisation shall not have any other rights and in particular shall not have any of the rights afforded to Affiliated Members and Registered Individuals by these Regulations.

BRITISH ROWING INTELLECTUAL PROPERTY

18. British Rowing Brand

- 18.1. British Rowing owns the British Rowing master-brand, GB Rowing Team logo and any other brands as specified in the British Rowing Brand Standards. The British Rowing Brand Standards are maintained by British Rowing and available on British Rowing's website.
- 18.2. As required by the British Rowing Brand Standards, any use of the British Rowing master-brand, GB Rowing Team logo or other brands configurations and sub-brands must be approved in writing by British Rowing.

19. Intellectual Property

- 19.1. British Rowing shall have the exclusive right to use its logos, unregistered and registered trademarks, copyright, designs and other industrial and intellectual property ('British Rowing intellectual property') subject to any licences granted to any third parties by British Rowing.
- 19.2. British Rowing may from time to time make available online materials and content, subject to licence terms. The use of any such materials must be in accordance with relevant licence terms. Any breach of those licence terms by any Regional Rowing Council, Affiliated Member or Registered Individual will be treated both as an infringement of British Rowing's rights and as a breach of these Regulations.
- 19.3. Nothing in these Regulations shall give any Regional Rowing Council, Affiliated Member or Registered Individual any right or licence to use any British Rowing intellectual property.



DISCIPLINARY AND GRIEVANCE REGULATIONS

20. General

- 20.1. The British Rowing Disciplinary and Grievance Regulations apply to Grievances, and to disciplinary issues that arise as between Registered Individuals, Affiliated Members, Regions and/or British Rowing.
- 20.2. The object of the Disciplinary and Grievance Regulations is to ensure that such matters are resolved in a fair, effective and timely manner.
- 20.3. Any deviation from the Disciplinary and Grievance Regulations shall not invalidate any finding or decision made unless the deviation raises a significant doubt as to the fairness of the finding or decision.
- 20.4. All documents submitted by any party pursuant to the Disciplinary and Grievance Regulations shall be used exclusively for those purposes.

21. The Disciplinary and Grievance Panel

- 21.1. British Rowing has established a Disciplinary and Grievance Panel. The Disciplinary and Grievance Panel's principal purpose is to ensure that British Rowing handles all Grievances and disciplinary matters fairly and efficiently and in accordance with these Regulations.
- 21.2. The Disciplinary and Grievance Panel is appointed by and reports to the Board. It comprises a minimum of eight people who are appointed by the Board having regard to the mix of skills necessary for the effective discharge of the Disciplinary and Grievance Panel's duties. The Disciplinary and Grievance Panel will not include any person who is an employee of British Rowing. The Board will in consultation with the Disciplinary and Grievance Panel appoint a member of the Disciplinary and Grievance Panel to act as Chair of the Panel.
- 21.3. The Functions of the Disciplinary and Grievance Panel are to:
 - 21.3.1. Resolve Grievances, appeals and other disciplinary matters referred to it in accordance with these Regulations;
 - 21.3.2. Make such recommendations to the Board as may be necessary from time to time to ensure the effective and equitable handling of Grievances and disciplinary matters; and
 - 21.3.3. Provide guidance to Registered Individuals, Clubs, Competitions and Regions from time to time regarding these Regulations.

22. Grievances against British Rowing

- 22.1. The procedure to be followed where a Grievance is brought shall be as provided in this Regulation 22.
- 22.2. A Grievance is an issue, complaint, dispute, concern or problem raised by a person, Registered Individual, Club, Competition or Regional Rowing Council against British Rowing.
- 22.3. The person or body that raises a Grievance is referred to as a 'Complainant'.
- 22.4. A Complainant must submit a Grievance in writing to British Rowing, which may be by post or by email.



- 22.4.1. The Grievance must be submitted using the British Rowing Grievance form available from the British Rowing website.
- 22.4.2. The Grievance must be sent to the address and e-mail address stipulated by British Rowing on the British Rowing Grievance form.
- 22.4.3. If a Complainant is unable to submit a written Grievance, British Rowing will provide reasonable assistance to ensure that the Grievance can be submitted and considered.
- 22.4.4. If a Complainant is under the age of 18 years British Rowing may advise the parents or legal guardians of the Complainant that a Grievance has been submitted and require that the parents or legal guardians of the Complainant accompany the Complainant at any hearing relating to the Grievance.
- 22.5. A Complainant must when submitting the British Rowing Grievance form provide:
- 22.5.1. All relevant information and documents relating to the Grievance;
- 22.5.2. The basis for the Grievance by reference to the Regulations;
- 22.5.3. An explanation of all steps taken by the Complainant to resolve the Grievance;
- 22.5.4. A statement of the remedy that the Complainant seeks to resolve the Grievance.
- 22.6. On receipt of the Grievance British Rowing will:
- 22.6.1. Examine the Grievance to assess whether it complies with these Regulations;
- 22.6.2. If the Complainant has not exhausted other reasonable means for resolving the issues identified in the Grievance, dismiss the Grievance and provide the Complainant with the reasons for the dismissal;
- 22.6.3. If the Grievance does not comply with these Regulations, dismiss the Grievance and provide the Complainant with the reasons for the dismissal. Reasons for dismissing the Grievance may include:
- Insufficient evidence to support the Grievance has been supplied;
 - The Grievance does not raise any serious or material issues;
 - The Grievance is malicious or vexatious or otherwise without merit;
 - The Grievance is not relevant to British Rowing;
 - British Rowing has no jurisdiction to consider and/or adjudicate on the Grievance.
- 22.6.4. A Complainant may re-submit a Grievance dismissed pursuant to Regulation 22.6.2 or 22.6.3 by remedying the defects identified by British Rowing.
- 22.7. If the Grievance does comply with these Regulations, British Rowing will appoint an appropriate person to consider the Grievance ('the Investigating Officer'). The Investigating Officer may be a person employed by British Rowing, a volunteer holding a position within British Rowing or a third party, depending on the nature of the Grievance.
- 22.7.1. The Investigating Officer will notify any individual (and any other person as necessary) who is the subject of the Grievance (a 'Respondent') and provide them with a copy of the Grievance.
- 22.7.2. The Respondent will be asked to provide a statement and any relevant evidence and documents in response to the Grievance which must be provided to the Investigating Officer within twenty-one (21) days of the Respondent being provided with a copy of the



- Grievance. This may be extended at the discretion of the Investigating Officer for such period of time that the Investigating Officer (in consultation where appropriate with the Chair of the Disciplinary and Grievance Panel) considers reasonable.
- 22.7.3. The Investigating Officer may carry out such further investigation into the Grievance as the Investigating Officer considers appropriate, which may include interviewing the Complainant and Respondent in person, and requesting and reviewing documents.
- 22.7.4. The Investigating Officer may conclude the investigation by convening a hearing to be attended by the Complainant and the Respondent (accompanied at such a hearing if they wish by a person of their choosing). Such hearings may be conducted in whatever way is reasonably practicable, including in person, by telephone or video call, or on the basis of written submissions. The Chair of the Disciplinary and Grievance Panel may attend any such hearing.
- 22.7.5. The Investigating Officer will notify the Complainant and the Respondents in writing as to the outcome of the investigation of the Grievance within fourteen (14) days of the completion of the investigation. The notification will explain and summarise the Investigating Officer's decision by reference to:
- 22.7.5.1. The scope and extent of the investigation;
 - 22.7.5.2. The matters considered by the Investigating Officer and the evidence relied on by the Investigating Officer;
 - 22.7.5.3. The reasons for the decision;
 - 22.7.5.4. Any measures that the Investigating Officer recommends should be taken as a result of the decision (which may include a recommendation that the matters identified by the Grievance should be treated as a Misconduct Allegation pursuant to these Regulations).
- 22.8. The Complainant and/or British Rowing may appeal the Investigating Officer's decision.
- 22.9. Any appeal will be addressed according the provisions below relating to Appeals.

Misconduct Proceedings

23. The procedure to be followed in situations where British Rowing alleges that a Registered Individual, Club or Competition (in this Regulation 23 referred to as a 'Party') has committed an act of Misconduct shall be as provided in this Regulation 23.
- 23.1. In these Regulations the term Misconduct means conduct is inappropriate, incorrect, improper, unlawful, or unsporting and/or has the potential to bring the sport of Rowing into disrepute ('Misconduct'). Examples of Misconduct include, but are not limited to:
- 23.1.1. Any breach, failure refusal or neglect to comply with a provision of the Memorandum and Articles of Association, these Regulations or any relevant standard established by British Rowing.
 - 23.1.2. Acting in contravention of British Rowing's Code of Ethics and Behaviour.
 - 23.1.3. Any form of behaviour that is otherwise considered by British Rowing to be unacceptable, offensive, discriminatory or contrary to its values.



- 23.1.4. Where an individual, directly or indirectly, agrees to give, offers, solicits, accepts or agrees to accept any bribe, gift or reward or consideration of any nature that is or could appear to relate in any way to seek to influence the outcome or conduct of a competition in a manner contrary to sporting ethics.
- 23.1.5. A breach of British Rowing's Safeguarding and Protecting Children or Adults at Risk policies.
- 23.2. If British Rowing believes that a Party has committed Misconduct it shall appoint an appropriate person ('the Investigating Officer') to consider the allegation ('the Misconduct Allegation'). The Investigating Officer may be a person employed by British Rowing, a volunteer holding a position within British Rowing or a third party, depending on the nature and seriousness of the Misconduct Allegation. British Rowing may appoint a panel of up to three persons to fulfil the role of Investigating Officer.
- 23.3. If the Misconduct Allegation arises in connection with British Rowing's Safeguarding and Protecting Children and Vulnerable Adults policies, British Rowing may nominate the 'Case Management Group' (this being the body established by way of the Safeguarding and Protecting Children and Adults at Risk policies) to act as the Investigating Officer. Any conclusions or decisions made by the Case Management Group may be applied to these Regulations.
- 23.3.1. The Investigating Officer will within fourteen (14) days of being appointed review the Misconduct Allegation in order to establish whether the Misconduct Allegation requires investigation.
- 23.3.2. If the Investigating Officer determines that there is insufficient evidence to warrant an investigation into the Misconduct Allegation, the Investigating Officer may dismiss the Misconduct Allegation and provide British Rowing with the reasons for the dismissal, or alternatively, identify the measures required by British Rowing in order to allow an investigation to proceed.
- 23.3.3. If the Investigating Officer determines that there is sufficient evidence to warrant an investigation into the Misconduct Allegation, the Investigating Officer shall notify the relevant Party of the details of the Misconduct Allegation and the evidence in support of the Misconduct Allegation.
- 23.3.4. The notification shall be sent to the relevant Party with all supporting evidence and documentation identified by the Investigating Officer.
- 23.3.5. The relevant Party may provide a statement and any papers in response to the notification which must be provided to the Investigating Officer within fourteen (14) days of receipt of the notification. This may be extended at the discretion of the Investigating Officer by a further period of fourteen (14) days.
- 23.3.6. The Investigating Officer may carry out such further investigation into the Misconduct Allegation as the Investigating Officer considers appropriate, which may include interviewing the relevant Party and/or other personnel in person, and requesting and reviewing documents.



- 23.3.7. The Investigating Officer may conclude the investigation by convening a hearing to be attended by the relevant Party. The relevant Party shall have the right to be accompanied at such a hearing by a person of their choosing. Such hearings may be conducted in whatever way is reasonably practicable, including in person, by telephone or video call, or on the basis of written submissions.
- 23.3.8. The Investigating Officer will notify the relevant Party and British Rowing in writing as to the outcome of the investigation into the Misconduct Allegation within 7 days of the completion of the investigation.
- 23.4. The outcome of the investigation will be either:
- 23.4.1. A decision made by the Investigating Officer; or
 - 23.4.2. A decision (which may be made in consultation with British Rowing) that the Misconduct Allegation should be assessed and determined by the Disciplinary and Grievance Panel.
- 23.5. Any decision made by the Investigating Officer pursuant to Regulation 23.4.1 will explain and summarise the Investigating Officer's decision by reference to:
- (a) The scope and extent of the investigation;
 - (b) The matters considered by the Investigating Officer and the evidence relied on by the Investigating Officer;
 - (c) The decision and the reasons for the decision;
 - (d) Any measures that the Investigating Officer recommends should be taken as a result of the decision.
- 23.6. British Rowing and/or the relevant Party may appeal the Investigating Officer's decision made pursuant to Regulation 23.4.1 but not 23.4.2.
- 23.7. Any appeal will be addressed according the provisions below relating to Appeals.

Misconduct Allegations and the Disciplinary and Grievance Panel

24. An Investigating Officer may refer a Misconduct Allegation to the Disciplinary and Grievance Panel for resolution pursuant to Regulation 23.4.2.
- 24.1. The Chair of the Disciplinary and Grievance Panel will assess the referral. The Chair of the Disciplinary and Grievance Panel will:
- 24.1.1. Ask the Investigating Officer to make a decision pursuant to Regulation 23.4.1 if the Chair of the Disciplinary and Grievance Panel believes that the matter is suitable for resolution in this manner; or
 - 24.1.2. Accept the referral, and appoint a hearing panel for the resolution of the Misconduct Allegation.
- 24.2. If a hearing is required a hearing panel ('the Panel') will be drawn from the members of the Disciplinary and Grievance Panel. The Panel will be not more than three members of the Disciplinary and Grievance Panel and shall be selected by the Chair of the Disciplinary and Grievance Panel (having regard to the mix of skills necessary for the effective discharge of the Panel's duties and the need to avoid actual or perceived conflicts of interest). The Panel shall elect a Chair from amongst its members.



- 24.3. The Chair of the Disciplinary and Grievance Panel may be a member of the Panel.
- 24.4. The parties to the Misconduct Allegation may make a reasoned objection to the appointment of any member of the Appeal Panel. The Chair of the Disciplinary and Grievance Panel (whose decision will be final) shall resolve the objection.
- 24.5. The hearing shall be conducted in accordance with the processes detailed in Appendix 7 to these Regulations.
- 24.6. The Disciplinary and Grievance Panel will make a decision regarding the Misconduct Allegation.
- 24.7. British Rowing and/or the relevant Party may appeal the Disciplinary and Grievance Panel's decision.
- 24.8. Any appeal will be addressed according the provisions below relating to Appeals.

25. Club and Regional Disputes

- 25.1. A dispute that does not directly involve British Rowing is referred to as either a 'Club Dispute' or a 'Regional Dispute', depending on the parties involved in the dispute.
- 25.2. The terms 'Club Dispute' and 'Regional Dispute' are defined in Appendix 6 to these Regulations.
- 25.3. Club Disputes and Regional Disputes must be resolved according to the process specified in Appendix 6 to these Regulations.

26. Appeals to the Disciplinary and Grievance Panel

- 26.1. The procedure to be followed in relation to appeals shall be as provided in this Regulation 26.
- 26.2. The Disciplinary and Grievance Panel may hear appeals:
 - 26.2.1. In respect of a decision made by an Investigating Officer in connection with a Grievance; or
 - 26.2.2. In respect of a decision made by an Investigating Officer in connection with a Misconduct Allegation; or
 - 26.2.3. In respect of a decision made by the Disciplinary and Grievance Panel in connection with a Misconduct Allegation; or
 - 26.2.4. In respect of a decision made by a Regional Rowing Council in connection with a Regional Dispute.
- 26.3. A person or body wishing to make an appeal shall be referred to as an 'Appellant'.
- 26.4. An appeal must be initiated by way of a Notice of Appeal sent to British Rowing. British Rowing must receive the Notice of Appeal within twenty-one (21) days of the date of the relevant decision.
- 26.5. The Notice of Appeal must be submitted using the British Rowing Appeal form available from the British Rowing website.
- 26.6. The Notice of Appeal must be addressed to the address and e-mail address stipulated by British Rowing on the British Rowing Appeal form.



- 26.7. The Notice of Appeal must:
- 26.7.1. Identify the specific decision being appealed;
 - 26.7.2. Set out the ground(s) of appeal and the reasons why it would be substantially unfair not to alter the original decision;
 - 26.7.3. Set out a statement of the facts upon which the appeal is based.
- 26.8. If an appeal is made by British Rowing, the grounds of appeal are limited to one or more of the following grounds:
- 26.8.1. That the person or body whose decision is appealed against misinterpreted or failed to comply with these Regulations;
 - 26.8.2. That the person or body whose decision is appealed against came to a decision to which no reasonable person or body could have come; and/or
 - 26.8.3. That the body whose decision is appealed against recommended a penalty, award, order or sanction that was so unduly lenient as to be unreasonable.
- 26.9. If an appeal is made by any other party, the grounds of appeal are limited to one or more of the following grounds:
- 26.9.1. That the person or body whose decision is appealed against misinterpreted or failed to comply with these Regulations;
 - 26.9.2. That the person or body whose decision is appealed against came to a decision to which no reasonable person or body could have come; and/or
 - 26.9.3. That the body whose decision is appealed against recommended or imposed a penalty, award, order or sanction that was excessive.
- 26.10. The Notice of Appeal will be referred to the Chair of the Disciplinary and Grievance Panel who will review the Notice of Appeal to ensure that it complies with these Regulations.
- 26.11. If the Notice of Appeal does not comply with these Regulations, the Chair of the Disciplinary and Grievance Panel will dismiss the Notice of Appeal and provide the Appellant with the reasons for the dismissal.
- 26.12. If the Notice of Appeal does comply with these Regulations, the Chair of the Disciplinary and Grievance Panel will appoint a hearing panel for the resolution of the appeal.
- 26.13. In the case of an appeal arising from a Regional Dispute, notwithstanding the fact that the Notice of Appeal may comply with these Regulations, the Chair of the Disciplinary and Grievance Panel may refer the matter back to the relevant Regional Rowing Council if the Chair of the Disciplinary and Grievance Panel considers that the matter does not require or merit consideration by the Disciplinary and Grievance Panel.
- 26.14. The hearing panel ('the Appeal Panel') will be drawn from members of the Disciplinary and Grievance Panel. The Appeal Panel will be not more than three members of the Disciplinary and Grievance Panel and shall be selected by the Chair of the Disciplinary and Grievance Panel (having regard to the mix of skills necessary for the effective discharge of the Appeal Panel's duties and the need to avoid actual or perceived conflicts of interest). The Appeal Panel shall elect an Appeal Chair from amongst its members.



- 26.15. No person may be appointed to be a member of the Appeal Panel if that person has in any way been involved in the dispute that the Appeal Panel is convened to resolve.
- 26.16. The Chair of the Disciplinary and Grievance Panel may be a member of the Appeal Panel.
- 26.17. The parties to the appeal may make a reasoned objection to the appointment of any member of the Appeal Panel. The Chair of the Disciplinary and Grievance Panel whose decision will be final shall resolve the objection.
- 26.18. The appeal hearing shall be conducted in accordance with the processes detailed in Appendix Seven to these Regulations.
- 26.19. The decision of the Appeal Panel shall be final and not subject to any further appeal.

27. Sanctioning Powers of the Disciplinary and Grievance Panel

- 27.1. The Disciplinary and Grievance Panel may order any party to pay some or all of the out-of-pocket expenses of the other party (but not any legal or other professional costs) to the relevant dispute; and/or the costs incurred by the Disciplinary and Grievance Panel;
- 27.2. The Disciplinary and Grievance Panel may recommend
 - 27.2.1. to any Club that a Registered Individual who is a member of that Club be suspended from membership of that Club or that membership be terminated;
 - 27.2.2. to the Board that the rights enjoyed by a Registered Individual be suspended or that the Registered Individual shall have those rights terminated;
 - 27.2.3. to the Board that a Club or Competition be suspended as an Affiliated Member of British Rowing or that the Club or Competition's status as an Affiliated Member be terminated;
 - 27.2.4. to the Board that appropriate measures be undertaken to give effect to any suspension.
- 27.3. A failure by a Registered Individual, Club or Competition to pay any sum ordered to be paid by Disciplinary and Grievance Panel may result in suspension of some or all of the rights afforded to Registered Individuals, Clubs and Competitions.

28. Sanctioning Powers of the Board

- 28.1. The Board has in relation to any Club, Competition or Registered Individual the power to order any measures that are recommended to it by the Disciplinary and Grievance Panel.
- 28.2. If any Club, Competition or Registered Individual is suspended or expelled under these Regulations all rights in, and claims upon, British Rowing or its property shall be forfeited.
- 28.3. The Board may at any time, upon due cause being shown, by notice in writing sent by prepaid post to a Club, Competition or Registered Individual's address notify that party that the Board proposes to request that Club, Competition or Registered Individual to withdraw from membership of British Rowing.
 - 28.3.1. No such notice shall be sent except on a vote of the majority of two-thirds of the Board.
 - 28.3.2. The said notice shall specify a properly convened and constituted meeting of the Board at which the Club, Competition or Registered Individual concerned in person or by representative may attend and be heard and show cause why his resignation should not be required.



28.3.3. The Club, Competition or Registered Individual shall not be required to withdraw from membership except on a vote of the majority of two-thirds of the Board taken at the meeting at which the Club, Competition or Registered Individual is entitled to attend after the Board has heard the party or such representative if either or both of them attend or in their absence if without sufficient reason being given neither attend.

28.4. The Board may on a simple majority vote restore to membership of British Rowing any Club, Competition who ceased to be a Member in accordance with this Regulation.

28.5. The Board may on a simple majority vote restore the rights of any Registered Individual.



Appendix 1

DEFINITIONS

The words standing in the first column of the Table next hereinafter contained shall bear the meaning set opposite to them respectively in the second column thereof, if not inconsistent with the subject or context.

Word(s)	Definition
Act	The Companies Act 2006 and any subsequent statutory modification or re-enactment thereof for the time being.
Affiliated Member	A Club or Competition that becomes affiliated to British Rowing affiliation being subject to payment of all relevant fees.
Annual General Meeting	An annual meeting of Members as provided for in the Articles.
Articles	The Articles of Association.
Board	The Board of Directors for the time being of British Rowing that has overall responsibility for governing British Rowing.
British Rowing	British Rowing Limited.
Chair	The Chair of the Board.
Club	A club in the United Kingdom whose members take part in Rowing.
Competition	An organised group of rowing races sanctioned by British Rowing in which the result of each race is determined by the order in which boats are placed at the finish, or a processional race, being a race in which boats are started at intervals of time or distance and of which the result is determined by means other than the



	order of arrival at the finish but may also include other rowing events sanctioned by British Rowing.
Deputy Chair	The deputy Chair of the Board elected to the Board by the Members.
Director	A Director of British Rowing.
First Named Club	The Club stated by a Registered Individual when registering with British Rowing to be the primary Club that the Registered Individual participates in as a matter of course.
GB Rowing Team	The athletes who have represented Great Britain and Northern Ireland at the most recent FISA (Fédération Internationale des Société d’Aviron) World Championships or Olympic or Paralympic Games.
General Meeting	An Annual General Meeting or meeting of Members other than an Annual General Meeting.
Member	A Regional Representative elected by the Affiliated Members within a Region.
Nominated Director	A Director elected to the Board by the Members
Region	A geographical area as from time to time determined by British Rowing to be a region.
Regional Representative	A Registered Individual elected to represent the Affiliated Members within a Region.
Regional Rowing Council	A body created and established by British Rowing to represent all Affiliated Members within a Region and to carry out such functions as the Board may from time to time delegate to it.
Register of Members	The register of members held by British Rowing.



Registered Individual	A person registered with British Rowing and paying the relevant fees.
Rowing	The sport of propelling a boat by oars, including sculling and coxing, and also any activity in which a rowing action is used with any boat, machine, ergometer or other apparatus, including the sport of Para Rowing.
Scottish Rowing	The national governing body for the sport of Rowing in Scotland.
Sport Committee	A Committee established by the Board to co-ordinate and advise as to policies, activities and initiatives relating to Rowing.
United Kingdom	The United Kingdom of Great Britain and Northern Ireland together with the Crown Dependencies and Overseas Territories.
Welsh Rowing	The national governing body for the sport of Rowing in Wales.

Words importing the singular number only shall include the plural number, and vice versa.
Words importing persons except the word 'individual' shall include Clubs, Competitions, corporations and other organisations whether incorporated or unincorporated.



Appendix 2

REGIONAL ROWING COUNCIL TERMS OF REFERENCE

1. The Regional Rowing Councils

- 1.1. The ten Regional Rowing Councils are the –
 - East Midlands Regional Rowing Council
 - Eastern Regional Rowing Council
 - North West Regional Rowing Council
 - Northern Regional Rowing Council
 - Thames Regional Rowing Council
 - Wessex & South East Coast Regional Rowing Council
 - West Regional Rowing Council
 - West Midlands Regional Rowing Council
 - Wiltshire, Avon, Gloucestershire and Somerset (WAGS) Regional Rowing Council
 - Yorkshire Regional Rowing Council
- 1.2. Each Regional Rowing Council shall have jurisdiction over the Affiliated Members within its Region.

2. Constitutional Provisions

- 2.1. The constitution of each Regional Rowing Council should reflect and embody the principles of good governance as expressed in the UK Sport/Sport England Code for Sport Governance. Each Regional Rowing Council must provide British Rowing with a copy of its constitution and any other governance documents reasonably required by British Rowing.
- 2.2. Any proposed amendments to a Regional Rowing Council's constitution and any other governance documents must be agreed to first by the Board of British Rowing.
- 2.3. British Rowing may at any time make recommendations to a Regional Rowing Council as to any provision of a Regional Rowing Council's constitution.

3. Regional Rowing Council Responsibilities

- 3.1. Each Regional Rowing Council shall:
 - 3.1.1. Be responsible for developing the sport of Rowing within its boundaries subject to the strategic direction of British Rowing;
 - 3.1.2. Observe the regulations and rules established by British Rowing and ensure that they are observed within the relevant Region;
 - 3.1.3. Ensure that Affiliated Members within the relevant Region elect the number of Regional Representatives as provided for in the Articles;
 - 3.1.4. Follow and implement the resolutions of the Board of British Rowing and ensure that they are observed within the relevant Region;



- 3.1.5. Be responsible for the fair and proportionate resolution of disputes as provided for in the Regulations;
- 3.1.6. Be accountable to British Rowing for the proper discharge of its functions and in respect of any funds received from British Rowing;
- 3.1.7. Provide British Rowing annual certified accounts showing its income and expenditure, and a balance sheet.

4. **Regional Representatives**

- 4.1. Regional Representatives are elected by the Affiliated Members of a Region to represent their interests at a General Meeting and to hold the Board to account for their stewardship of British Rowing.
- 4.2. British Rowing will notify each Regional Rowing Council of the number of Regional Representatives that each Regional Rowing Council must appoint. This number will be based primarily on the number of Registered Individuals resident within each relevant Region.
- 4.3. British Rowing shall review the number of Regional Representatives for each Region periodically but in any event not less than once every three years and make such changes to the number of Regional Representatives as may be necessary from time to time to be fair and equitable to each Region (notwithstanding the number of Registered Individuals resident within each Region). Each Regional Rowing Council must appoint the number Regional Representatives as notified to them by British Rowing.
- 4.4. The Affiliated Members (excluding those that are not eligible to vote as provided for in these Regulations) within each Region shall elect Regional Representatives who shall be appointed following their election. The Regional Rowing Council constitution may specify the process for such elections and/or policies to be adopted in relation to such elections provided that each candidate for Regional Representative must be both a member of an Affiliated Club from the Region that the Regional Representative is to represent and a Registered Individual.
- 4.5. The names and addresses of any Regional Representatives, the name of a Club, of which the Regional Representative is a member, and the Region that the Regional Representative is elected to represent must be provided in writing to British Rowing by each Regional Rowing Council not later than 30th November in each year. The relevant Regional Rowing Council shall publish the results of elections of Regional Representatives.
- 4.6. The Board of British Rowing may revoke the appointment of a Regional Representative if the Board reasonably believes that the appointment would result in a breach of the Articles, be contrary to the values of British Rowing, or otherwise be contrary to law.
- 4.7. A Regional Representative shall be elected for a term of three years commencing on 1st January of a relevant calendar year. No Regional Representative shall be appointed for more than three consecutive terms. A term of office shall be considered consecutive if there is not a minimum of 12 months between terms.
- 4.8. If in the reasonable opinion of the Regional Rowing Council, a Regional Representative has brought the sport into disrepute, or is failing to discharge the responsibilities and obligations



associated with that post, the Regional Rowing Council may remove that person from the post and arrange for the post to be filled as a casual vacancy.

- 4.9. If a casual vacancy for a Regional Representative should arise for any reason, the vacancy shall be filled by an election conducted in accordance with these Rules and the new Regional Representative shall retire when the Regional Representative being replaced would have retired.



Appendix 3

REGIONAL CHAIR FORUM TERMS OF REFERENCE

1. Purpose

To act as an advisory group to the Board and executive team, ensuring appropriate two-way communication and consultation, and collaboration between the Board and Regional Chairs on key strategic projects and priorities impacting the rowing community.

2. Membership

The membership of the Regional Chair Forum (the 'Forum') shall be:

- British Rowing Deputy Chair, as Chair of the Forum
- British Rowing Chair
- Chair of each Regional Rowing Council, as elected by the Regional Rowing Council, or a nominated substitute

In addition, the following may attend from time to time as required:

- Chair of the Sport Committee
- The Chief Executive of British Rowing
- Senior executives and staff of British Rowing

3. Responsibilities

The Forum shall:

- a) Act as a two-way link between Regional Rowing Councils, the Board and staff of British Rowing. In particular, the Regional Chairs should cascade information from Forum meetings to their Regional Council and provide information and insight to British Rowing on matters relating to their Regional Council and constituent members.
- b) Lead in the identification and support of new and existing volunteers who are able to work with the Regional Council, volunteer teams and staff of the British Rowing to assist with the delivery of British Rowing's Strategic Plan.
- c) Contribute to policy making through the Forum and other channels, as appropriate, on key strategic projects and priorities, and specifically areas which have a direct impact on the Regional Rowing Council and constituent members in the Regions.
- d) Advocate the work of British Rowing, the Regional Rowing Councils and British Rowing Committees, and proactively raise matters of importance.
- e) Act as a consultative body on the rates and scales of subscriptions.

4. Reporting

- The Deputy Chair shall report to the Board on activities and outcomes from the Forum.
- The Regional Chairs shall report to their respective Regional Councils on activities and outcomes from the Forum.

5. Meeting

The Forum shall normally meet three (3) times a year.

Appendix 4

REGISTERED INDIVIDUAL TERMS AND CONDITIONS

1. Terms and Conditions

1.1. These Terms and Conditions comprise a number of rights and responsibilities relevant to Registered Individuals. They become binding on a Registered Individual once that individual has applied for, and subsequently been accepted to a type of membership subscription ('Type of Membership Subscription').

2. Membership Subscription

2.1. Upon acceptance a Registered Individual shall be designated with one of the following Types of Membership Subscription:

Type of Membership Subscription	Description	Rights
Platinum	Available to persons aged 18 or above	A racing licence with a lifetime right to participate within British Rowing competitions run by Affiliated Members
Adult Gold	Available to persons aged 18 or above	A racing licence with the annual/renewable right to participate within British Rowing competitions run by Affiliated Members
Student Gold	Available to students enrolled in a full-time course at a University or College subject to the production of a valid NUS number	A racing licence with the annual/renewable right to participate within British Rowing competitions run by Affiliated Members
Adaptive Gold	Available to persons who have been allocated a Para-Rowing Sport Class or Adaptive Rowing Sport Class	A racing licence with the annual/renewable right to participate within British Rowing competitions run by Affiliated Members



Junior Gold	Available to persons aged under 18 on the relevant qualifying date	A racing licence with the annual/renewable right to participate within British Rowing competitions run by Affiliated Members
Silver	Available to persons aged 18 or above	Annual/renewable right to participate within British Rowing Racing licence for Primary Events and Stable (Recreational) Boat Competitions.

- 2.2. British Rowing reserves the right to re-brand or re-name the Types of Membership Subscription at any time.
- 2.3. Types of Membership Subscription rights are not transferable to another individual.

3. **Membership Card**

- 3.1. Upon acceptance within a Type of Membership Subscription a Registered Individual shall be issued with a card ('Membership Card') by British Rowing.
- 3.2. The Membership Card will constitute an acceptable form of identification at competitions run by Affiliated Members, and to obtain access to British Rowing Membership Subscription benefits.
- 3.3. The Membership Card is non-transferrable and must only be used by the relevant Registered Individual. Misuse of the Membership Card may result in disciplinary action being taken against the relevant Registered Individual.
- 3.4. British Rowing will replace a Membership Card that has been damaged, lost or stolen subject to the payment of £5.

4. **Insurance**

- 4.1. All Types of Membership Subscription provide insurance cover for all Registered Individuals taking part in British Rowing activity, as detailed at www.british-rowing-insurance.com
- 4.2. Personal Accident cover is not available to any relevant Registered Individual who is
 - 4.2.1. Over eighty (80) years old; or
 - 4.2.2. Does not reside permanently in the United Kingdom.

5. **Benefits**

- 5.1. All Registered Individuals are eligible to receive certain benefits provided by British Rowing. The price and duration of the relevant benefits are subject to change over time and are at the sole and absolute discretion of British Rowing.
- 5.2. When seeking to use the benefits of a Type of Membership Subscription, a Registered Individual may be required at any time to produce a valid and current Membership Card.



6. Application for Membership Subscription, Renewal Payment and Upgrades

- 6.1. Any person may apply to become a Registered Individual within one of the Types of Membership Subscription referred to in paragraph 2 above. Types of Membership Subscription can be applied for by completing any application form via online, post, or over the phone.
- 6.2. British Rowing shall be entitled to refuse an application form, or suspend, or cancel the Membership Subscription of any individual in its absolute discretion. British Rowing is not obliged to provide reasons for any action taken of this nature. However, potential reasons include, but are not limited to, breach of the Regulations or these Terms and Conditions, or an instruction from the Disciplinary and Grievance Panel or Safeguarding Case Management Group.
- 6.3. British Rowing Platinum Membership Subscription commences from the day of purchase and is indefinite.
- 6.4. British Rowing Gold and Silver Membership Subscription commences from the day of purchase and expires after 12 months.
- 6.5. If a Registered Individual is also a British Rowing Umpire, they may have their Membership Subscription extended to the September of a relevant year, free of charge in order to align with the umpiring year.
- 6.6. Membership Subscription can be renewed subject to payment of the relevant subscription fee for the subsequent year at any time up to two months in advance of the expiry date. Regardless of the renewal date within this two month period the new Membership Subscription will start the day after the previous Membership Subscription ends.
- 6.7. If a Membership Subscription is not renewed by the expiry date it will cease with immediate effect.
- 6.8. Payment can be made online via British Rowing's online platforms, over the phone via credit/debit card, cheque, or by setting up a Direct Debit.
- 6.9. By setting up a Direct Debit, a Membership Subscription will be automatically renewed and the Registered Individual will automatically be charged the relevant subscription price on an annual basis until the Registered Individual instructs British Rowing to cancel the Membership Subscription before the end of the year.
- 6.10. A Registered Individual may apply at any time to upgrade their Type of Membership Subscription. The relevant payment for the intended upgrade must be made in full, and no credit will be given for payments already made for a Membership Subscription year.

7. Changes to Terms and Conditions

- 7.1. British Rowing may amend these Terms and Conditions at any time and Registered Individuals should therefore check them each time they renew their Membership Subscription. The terms and conditions applying to Membership Subscription will be those in place on the date of purchase.



8. Expiry, Cancellation and Refunds

- 8.1. Upon expiry of a Membership Subscription all rights and benefits in respect of that Membership Subscription will cease.
- 8.2. When purchasing a Membership Subscription Registered Individuals have a seven-day cooling off period during which the subscription can be cancelled and a full refund received unless during that seven-day period the Registered Individual has competed in a British Rowing competition run by Affiliated Members.
- 8.3. If a Registered Individual decides to cancel their Membership Subscription after this seven-day period, no refund will be received (unless British Rowing in its absolute discretion decides to).

9. Data Protection

- 9.1. British Rowing collects personal information when an individual becomes a Registered Individual, or when a Registered Individual uses services or products that require the collection of personal information.
- 9.2. British Rowing will use this information to provide the services requested (including sharing information with British Rowing affiliated competitions), maintain records, notify members of important information regarding an individual's Membership Subscription (such as renewal notices), develop the organisation and, if the Registered Individual agrees, send the Registered Individual information on things which may be of interest to them.
- 9.3. British Rowing may occasionally pass such information to its suppliers/partners to receive services or products relating to Membership Subscription that are not fulfilled directly by British Rowing. Unless explicitly stated, British Rowing does not share such information for marketing purposes with any other organisations.
- 9.4. Registered Individuals should review the British Rowing Privacy Policy for further information as to how their personal data is handled.

10. Minors

- 10.1. If a Registered Individual is a Minor, the parent/guardian of the Registered Individual must agree to comply with the British Rowing Code of Ethics and Behaviours.

11. Definitions

Word(s)	Definition
Affiliated Members	A club or competition that becomes affiliated to British Rowing
British Rowing Code of Ethics and Behaviours	Any codes of ethics, behaviour or conduct as published by British Rowing
British Rowing Umpire	An umpire licensed by British Rowing



Disciplinary and Grievance Panel	The panel established by British Rowing for the purpose of administering disciplinary and grievance procedures
Minor	Any person under 18 years of age
Registered Individuals	A person registered with British Rowing and paying the relevant fees
Regulations	Any rules or regulations published by British Rowing pertaining to the governance of the sport of rowing
Safeguarding Case Management Group	The panel established by British Rowing for the purpose of administering safeguarding disciplinary procedures



Appendix 5

SELECTION APPEALS PROCEDURE

Roles and Definitions

British Rowing Disciplinary & Grievance Panel Chair (“D&G Panel Chair”)

If there is a Notice of Appeal, the Disciplinary & Grievance Panel Chair will be responsible for establishing a Selection Appeals Panel and to assist in the smooth running of the associated proceedings.

Selection Appeals Panel Chair

The Selection Appeals Panel Chair shall oversee the Appeal Hearing. They may be the D&G Panel Chair or appointed by the D&G Panel Chair, at his/her discretion.

Chief Executive Officer (CEO)

The Chief Executive Officer is the accountable officer for the World Class Programme and as such will oversee the appeal process.

Director of Performance

The Director of Performance is responsible for the World Class Programme. If an appeal is upheld, the panel’s recommendations will be given to the Director of Performance for him/her to consider. It is the Director of Performance’s role to report any action taken or not taken to the CEO.

Chief Coach/Selector

It is the Chief Coach/Selector’s role to select rowers and crews for the GB Rowing Team. In the context of an appeal the Chief Coach/Selector is the Respondent.

Rower

‘Rower’ refers to sweep rowers, scullers and coxes who have signed the GB Rowing Team Registration Form for the current season to be considered for selection for a Championship within the scope of the British Rowing Selection Policy (the “Policy”) and hold a current racing licence as a member of British Rowing, Scottish Rowing or Welsh Rowing.

I. Rowers’ Right to Appeal

- I.1 A Rower has the right to appeal against any decision of the Chief Coach/Selector in respect of the implementation of the Policy as outlined in 1.3, insofar as it relates to that rower (“Appellant”). This means that not only can an Appeal be made against a final selection decision for the World Championships (or equivalent event) but also during the year if a Rower feels that he/she has not been treated fairly in line with the Policy.
- I.2 Rowers considering an Appeal should refer to the guidance notes found in The ‘Caversham Handbook – an introduction for rowers to training at Caversham’ published by British Rowing.
- I.3 The Appeals Procedure can only be used to determine:



1.3.1 Whether the correct procedures have been followed in the implementation of the Selection Policy.

1.3.2 Whether the Chief Coach/Selector has acted reasonably, fairly and without bias in making a decision.

1.3.3 Whether the Rower has been treated fairly in the context of paragraphs 1.3.1 and 1.3.2.

2. Appeals Procedure

2.1 The Appeals Procedure is the only British Rowing procedure a rower can use to appeal against a selection decision made by a Chief Coach/Selector.

2.2 In the first instance, the rower should discuss their selection grievance with the Chief Coach/Selector. If there is no resolution through discussions with the Chief Coach/Selector or if the rower cannot discuss the grievance with the Chief Coach/Selector, the rower should discuss their grievance with the Director of Performance.

2.3 Failing resolution through 2.2 the Rower may start the appeals procedure by notifying the CEO of British Rowing in writing (the "Notice of Appeal") by letter or email that he/she wishes to appeal the decision of the Chief Coach/Selector. The Notice of Appeal must be sent within five (5) calendar days of the Chief Coach/Selector's decision being communicated to the Appellant, by either email or mail to the following address:

Email: andy.parkinson@britishrowing.org

Address: CEO, British Rowing, 6 Lower Mall, London W6 9DJ

2.4 The notice of appeal shall include:

2.4.1 The appellant's name and address and contact details. If the Rower is under eighteen years of age it shall also include their date of birth and the name(s) and contact details of their parent or legal guardian.

2.4.2 Details of the decision being appealed and, if available, any copy of the communication; and

2.4.3 An email or postal address for correspondence.

2.5 The CEO shall, within 24 hours of receipt of a Notice of Appeal, notify the D&G Panel Chair of the Appeal, including name(s) and contact details of the Chief Coach/Selector and ask the D&G Panel Chair to establish a Selection Appeals Panel (the "Panel") which will consist of three appropriately qualified independent individuals to hear the Appeal. The Panel shall, where possible, contain two members from the British Rowing Selection Appeals Panel Nominees' List agreed annually by the Board of British Rowing with one other member.

2.6 The D&G Panel Chair shall, following receipt of the Notice of Appeal, constitute the Panel as quickly as possible.

2.7 As soon as practicably possible, and in any case not later than five (5) calendar days after the Rower lodged the Notice of Appeal, the Rower must submit to the D&G Panel Chair in writing



a statement (the “Statement of Claim”) setting out the basis on which the Rower is making the Appeal, accompanied by any relevant evidence and appropriate documentation, including any relevant medical information that the Rower considers necessary to support the Appeal. British Rowing shall provide any requested evidence as soon as is possible and make sure that any delay will not disadvantage the Appellant.

- 2.8 The Statement of Claim should be sent either by email or by mail to the CEO who will forward it to the D&G Panel Chair.
- 2.9 On instruction from the D&G Panel Chair, the CEO shall without delay, and no longer than one (1) working day after receipt of the Statement of Claim, supply a copy of the Statement of Claim to the Respondent and to the Director of Performance who shall be entitled to respond in writing as soon as is practicably possible, and in any case not later than five (5) calendar days (the “Response”) of receipt of these documents. The Response should be sent to the CEO who will forward it to the D&G Panel Chair.
- 2.10 On instruction from the D&G Panel Chair, the CEO shall without delay, and no longer than one (1) working day after receipt of the Response, supply a copy of the Response to the Rower who may make further written representations in reply to the Response and must, assuming the Rower wishes to proceed, within five (5) calendar days of receipt of the Response, request the D&G Panel Chair in writing to proceed with the Appeal (the “Request”).
- 2.11 The Request should be sent to the CEO who will forward it to the D&G Panel Chair.
- 2.12 Unless the Panel permits or directs otherwise, the parties shall not submit further arguments after the time limit for the submission of the Response or the Request as the case may be, unless any further evidence is found which is directly relevant to the Appeal.
- 2.13 If the Respondent or Rower fails to submit the response document within the time limit set the Panel may, in its absolute discretion, nevertheless proceed with the hearing.

Note: IT IS VITAL FOR ROWERS REQUESTING AN APPEAL, AND THE CHIEF COACH/SELECTOR AND DIRECTOR OF PERFORMANCE IN RESPONDING TO THE STATEMENT OF APPEAL, TO APPRECIATE THAT THE OUTCOME OF THE APPEAL DECISION MAY HAVE CONSEQUENCES AFFECTING OTHER ROWERS AND THE SUBSEQUENT SELECTION PROCESS. ANY DELAY THEREFORE IN STARTING THE APPEAL AND SUBSEQUENTLY PROCESSING THE APPEAL IN ACCORDANCE WITH THE TIME LIMITS ABOVE MAY ULTIMATELY PREJUDICE THE OUTCOME OF THE APPEAL DECISION.

3. Time and Place of Appeal

- 3.1 The D&G Panel Chair shall notify all the parties concerned as early as possible of the place and time the Appeal is to be heard (the “Appeal Hearing”) together with the names of the members of the Panel.
- 3.2 If any party wishes to object to the appointment of a Panel member that party shall, as soon as reasonably practicable after the Panel members are announced, submit in writing to the D&G



Panel Chair the basis of that objection. Unless the applicable Panel member withdraws or the other party supports the objection the D&G Panel Chair shall determine the matter and shall if necessary request that a replacement Panel member be appointed.

- 3.3 The time limits set out in this Appeals Procedure may be extended or reduced by agreement between the parties in writing. In the absence of agreement, the Panel may on application from either party direct that the time limits set out herein may be varied. The Appeals Procedure must be completed before the close of entries of the competition for which the rower is aiming for selection.
- 3.4 The D&G Panel Chair will as early as possible prior to the Appeal Hearing circulate to the individual members of the Panel, the Rower and the Respondent, copies of:
 - 3.4.1 The Notice of Appeal and the Statement of Appeal
 - 3.4.2 The Response
 - 3.4.3 The Request
 - 3.4.4 Any further written representations made by either party which has been allowed by the Panel.
- 3.5 The Panel is empowered to call witnesses, to seek expert advice as necessary and to hear evidence from persons nominated by the parties concerned, where requested. Strict rules of evidence do not apply but all involved should be aware that “hearsay” evidence is unlikely to carry as much weight as evidence within the direct knowledge of the parties and any witnesses.
- 3.6 The Rower may be accompanied at the Appeal Hearing by a maximum of two people who may act in an advisory capacity. In the case of a Rower who is under eighteen years at the date of the Appeal Hearing a parent or legal guardian should also be present.
- 3.7 The Respondent may be accompanied or represented at the Appeal Hearing by a maximum of two people.
- 3.8 The Panel will hear the evidence of both parties in private unless the parties agree otherwise.
- 3.9 If at any time during the Appeal Hearing there is any unreasonable behaviour the Panel Chair may bring the proceedings to a close and the Panel will determine the Appeal on the basis of the written and verbal submissions that have been received.

4. Appeal Hearing Procedure and Decision

- 4.1 The Panel shall hear the Appeal in the following order:
 - 4.1.1 The Rower will present his/her case without interruption, except for the purpose of clarification, from the Panel.
 - 4.1.2 The Panel will ask questions.
 - 4.1.3 The Respondent will present his/her case without interruption, except for the purpose of clarification, from the Panel.
 - 4.1.4 The Panel will ask questions.



4.1.5 Having heard each other's case the Rower and Respondent may raise questions through the Panel Chair.

4.1.6 The Rower and Respondent shall make final submissions to the Panel with the Rower having the right to be heard last, following which the Appeal Hearing shall be terminated.

4.2 The Panel will consider the evidence and notify the Rower, the Respondent and CEO of British Rowing (and where applicable to Scottish Rowing and/or Welsh Rowing) in writing of its decision as soon as possible and preferably within 24 hours of the Appeal Hearing.

4.3 The decision of the Panel is final and there is no further right to appeal. The Panel have the power to make recommendations to the Director of Performance as set out in 6.1.

5. Costs

5.1 The amount of the cost of the Panel and any experts appointed by the Panel, shall be determined by the Panel. Unless the parties otherwise agree or unless the Panel otherwise directs British Rowing shall be liable for this cost.

5.2 The parties shall be responsible for their own costs unless the parties otherwise agree.

5.3 The costs of a successful appeal shall be covered by British Rowing.

6. The Panel's Recommendations

6.1 In the event of an Appeal being upheld the Panel shall make recommendations to the Director of Performance, taking account of:

6.1.1 the timing of the selection cycle; and

6.1.2 the proximity of any Olympic Games, Paralympic Games, World Championships or any other event

6.2 The Director of Performance will provide a written report of the action taken to the CEO of British Rowing. A copy of this report will be sent to the Rower, Respondent and the Chair of British Rowing.

6.3 If in exceptional circumstances the Panel's recommendations cannot be implemented, the Director of Performance shall state the reasons for this in a report to the CEO who shall in turn submit this to the Panel to review and consider any alternatives. The Director of Performance shall provide a written report of the outcome and send it to the Rower, Respondent and the Chair of British Rowing.

Appendix 6

CLUB DISPUTES AND REGIONAL DISPUTES: PROCEDURAL GUIDELINES

1. Club Disputes and Regional Disputes

1.1. A **Club** Dispute is a dispute that involves:

1.1.1. Two or more members of a Club or a Competition; or

1.1.2. One or more members of a Club or a Competition on the one side, and a Club or a Competition on the other;

1.1.3. One or more Individuals (meaning a Registered Individual or a person who is not a member of a Club but has a reasonable cause to raise a complaint with a Club or Competition) on the one side, and a Club or a Competition on the other.

1.2. A **Regional** Dispute is a dispute that involves:

1.2.1. A Club or a Competition and another Club or a Competition;

1.2.2. One or more members of a Club and a Regional Rowing Council;

1.2.3. A Club or a Competition and a Regional Rowing Council

2. Resolving the Club or Regional Dispute: Informally

2.1. The parties to a Club or Regional Dispute should use reasonable means to settle the issues between them informally and amicably.

2.2. If such a resolution cannot be achieved, the dispute shall be resolved according to these Procedural Guidelines.

2.3. In these Procedural Guidelines the term 'independent' as applied to a person mean a person who has not had any direct or indirect involvement in any relevant Club or Regional Dispute Dispute.

3. Resolving a Club Dispute: Independent Panel

3.1. References to 'Club' in this Paragraph 3 should be read as encompassing 'Competition' if the context so requires.

3.2. Clubs should resolve disputes in the manner set out in this Paragraph 3. If a Club has its own disciplinary measures, those measures should comply in all material respects with this Paragraph 3.

3.3. Club Disputes shall be referred to the chair of the relevant Club (or if that person is a party to the dispute to another officer of the Club) who should appoint an independent person to act as a mediator between the parties. The mediator may be a member of the Club or a member of another Club.

3.4. If the mediator is unable to bring about a satisfactory settlement, the Club shall appoint an independent panel (the 'panel') to determine the dispute.

3.5. The panel shall consist of up to three persons who have not been involved in the dispute. The parties shall be given the opportunity to object (on reasonable grounds) to any of the members



of the panel within seven days of their appointment.

- 3.6. The panel members shall appoint one of their number to act as the chair of the panel and either appoint another of their number, or alternatively appoint an additional person without any other powers, to act as the clerk of the hearing.
- 3.7. The chair of the panel shall arrange the date of the hearing and notify the parties of the arrangements at least fourteen days in advance of the date set. The notified date shall not be changed unless one or more of the parties has a compelling reason for not being able to attend on the notified day or time.
- 3.8. The procedure shall be flexible and it shall be the responsibility of the chair of the panel to ensure the orderly, fair and effective conduct of the hearing.
- 3.9. Each party must have a reasonable opportunity to give and call evidence, address the panel and present their case. The chair of the panel shall have the discretion to limit the number of witnesses that would otherwise have been called.
- 3.10. The panel shall come to a decision as soon as reasonably practicable after the hearing and if possible announce its findings and decisions orally to the parties.
- 3.11. The chair of the panel shall notify the parties and, if the Club was not a party to the dispute, the Club in writing of the findings and decisions within five days of the hearing.

4. **Resolving a Regional Dispute: Independent Panel**

- 4.1. References to 'Club' in this Paragraph 4 should be read as encompassing 'Competition' if the context so requires.
- 4.2. Regional Disputes shall be referred to the chair of the relevant Regional Rowing Council (or if that person is a party to the dispute to another officer of the Regional Rowing Council) who should appoint an independent person to act as a mediator between the parties.
- 4.3. If the mediator is unable to bring about a satisfactory settlement the Regional Rowing Council shall appoint an independent panel (the 'panel') to determine the dispute.
- 4.4. The panel shall consist of three persons who have not been involved in the dispute.
- 4.5. The parties shall be given the opportunity to object (on reasonable grounds) to the appointment of any of the members of the panel within seven (7) days of notification of their appointment.
- 4.6. The panel members shall appoint one of their number to act as the chair of the panel and either appoint another of their number, or alternatively appoint an additional person without any other powers, to act as the clerk of the hearing.
- 4.7. The chair of the panel shall arrange the date of the hearing and notify the parties of the arrangements at least fourteen (14) days in advance of the date set. The notified date shall not be changed unless one or more of the parties has a compelling reason for not being able to attend on the notified day or time.
- 4.8. The procedure shall be flexible and it shall be the responsibility of the chair of the panel to ensure the orderly and effective conduct of the hearing.
- 4.9. Each party must have a reasonable opportunity to give and call evidence, address the panel and present his case. The chair of the panel shall have the discretion to limit the number of witnesses



that would otherwise have been called.

- 4.10. The panel shall come to a decision as soon as reasonably practicable after the hearing and if possible announce its findings and decisions orally to the parties.
- 4.11. The chair of the panel shall notify the parties in writing of the findings and decisions within five (5) days of the hearing.

5. Appeals: Club Disputes

- 5.1. An appeal may be made in respect of the findings of a Club Dispute as provided below.
 - 5.1.1. An appeal may be made to a second independent panel established by the relevant Club.
 - 5.1.2. The appeal may be made on one or more of the following grounds:
 - 5.1.2.1. Relevant information was ignored or not considered by the original panel
 - 5.1.2.2. The procedure was tainted by unreasonable bias or conflict of interests
 - 5.1.2.3. Relevant provisions of any procedures or the Regulations were not adhered to
 - 5.1.2.4. The first panel exceeded its jurisdiction
 - 5.1.2.5. The findings of the first panel were irrational or were findings that would not be reached by a reasonable panel.
- 5.2. A further second appeal may be made to a Regional Rowing Council.
 - 5.2.1. The grounds of a further second appeal to a Regional Rowing Council are limited to an appeal made on the basis that these Terms of Reference were not observed.
 - 5.2.2. The Regional Rowing Council will form an appeal panel adopting the same provisions as those in these Terms of Reference at paragraph 4.

6. Appeals: Regional Disputes

- 6.1. References to 'Club' in this Paragraph 6 should be read as encompassing 'Competition' if the context so requires.
- 6.2. An appeal may be made in respect of the findings of a Regional Dispute as follows:

Member of Club vs Regional Rowing Council

 - 6.2.1. If the dispute involves a member of a Club and a Regional Rowing Council, an appeal may be made to the British Rowing Disciplinary and Grievance Panel.
 - 6.2.2. The appeal may be made on one or more of the following grounds:
 - 6.2.2.1. Relevant information was ignored or not considered by the original panel;
 - 6.2.2.2. The dispute resolution procedure was tainted by unreasonable bias or conflict of interests;
 - 6.2.2.3. Relevant provisions of any dispute resolution procedures or the Regulations were not adhered to;
 - 6.2.2.4. The first panel exceeded its jurisdiction; and/or
 - 6.2.2.5. The findings of the first panel were irrational or wrong in law.

Club vs Regional Rowing Council

 - 6.2.3. If the dispute involves a Club and a Regional Rowing Council, an appeal may be made to the British Rowing Disciplinary and Grievance Panel.



- 6.2.4. The appeal may be made on one or more of the following grounds:
- 6.2.4.1. Relevant information was ignored or not considered by the original panel;
 - 6.2.4.2. The dispute resolution procedure was tainted by unreasonable bias or conflict of interests;
 - 6.2.4.3. Relevant provisions of any dispute resolution procedures or the Regulations were not adhered to;
 - 6.2.4.4. The first panel exceeded its jurisdiction; and/or
 - 6.2.4.5. The findings of the first panel were irrational or wrong in law.
- Club vs Club*
- 6.2.5. If the dispute involves a Club and another Club, an appeal may be made to a second independent panel established by the Regional Rowing Council.
- 6.2.6. The appeal may be made on one or more of the following grounds:
- 6.2.6.1. Relevant information was ignored or not considered by the original panel
 - 6.2.6.2. The procedure was tainted by unreasonable bias or conflict of interests
 - 6.2.6.3. Relevant provisions of any procedures or the Regulations were not adhered to
 - 6.2.6.4. The first panel exceeded its jurisdiction
 - 6.2.6.5. The findings of the first panel were irrational or were findings that would not be reached by a reasonable panel.
- 6.2.7. The Regional Rowing Council will form an appeal panel adopting the same provisions as those in Article 4 of these Terms of Reference.
- 6.2.8. A further second appeal may be made to the British Rowing Disciplinary and Grievance Panel pursuant to the British Rowing Regulations save that any such appeal may be made solely on the basis that these Terms of Reference were not observed.

7. Minors

- 7.1. If any party to a Club or Regional Dispute is a Minor the following special considerations apply:
- 7.1.1. A Minor shall only attend a hearing if they wish to and the chair of the relevant panel has consulted with the Minor and their parent/guardian and is satisfied that they both understand the nature of the hearing and what will happen and that the Minor is competent to attend.
 - 7.1.2. Any Minor shall normally be accompanied to a hearing by a parent, guardian or a suitable adult. The chair of the panel shall have sole discretion as to whether a Minor is permitted to present or defend a case or be questioned and may order that the Minor be accompanied or represented by an adult. Questions and responses may be relayed by a panel member. If a Minor appears distressed the panel shall rely only on written evidence.
 - 7.1.3. If a Minor does not attend the hearing in person their evidence shall normally be given as a written statement with the assistance of the Club Welfare Officer or other person acceptable to the Minor or the Minor's parent/guardian.
 - 7.1.4. After the hearing the chair of the panel shall inform the parent/guardian of the panel's findings and decisions and shall agree who shall inform the Minor of the findings and decisions.

Appendix 7

DISCIPLINARY AND GRIEVANCE PANEL

PROCEDURAL GUIDELINES FOR HEARINGS

Hearings conducted by the Disciplinary and Grievance Panel (which includes both hearings and appeals) shall be conducted according to the protocol in this Appendix.

1. The Panel

- 1.1. The Chair of the Disciplinary and Grievance Panel (Chair) shall appoint a panel made up of three persons, one acting as chair of the panel, to hear and determine the issue, unless the Chair decides that the matter is suitable for determination by a sole person.
- 1.2. In relation to appeals, the Chair shall appoint a panel made up of three persons, one acting as chair of the panel ('the appeal panel').
- 1.3. Members of panels must remain impartial and independent at all times and must have had no prior involvement with the relevant dispute.
- 1.4. The chair of a panel should be where possible an experienced practising or retired solicitor, lawyer, judge or magistrate.
- 1.5. The members of a panel should have where possible experience of legal, disciplinary, child protection and/or sports administration matters or experience as an athlete and/or coach in the sport of rowing or another sport or be otherwise competent to resolve the issues to be determined by the panel.
- 1.6. The Chair shall advise the parties of the identity of the panel members. Any party having any legitimate objection to the appointment of any panel member must communicate its objections to the Chair within fourteen (14) days of receipt of the appointment. The Chair shall rule on any such objection and the Chair's decision shall be final.
- 1.7. A member of a panel may also be challenged by any party where, following the formation of the panel, circumstances arise that create legitimate doubts as to a panel member's impartiality or independence. Such a challenge must be made within fourteen (14) days of that party becoming aware of such circumstances. The Chair shall decide on the challenge, unless the challenged panel member withdraws or all parties agree to the challenge, and the Chair's decision shall be final.
- 1.8. If a panel member gives notice to resign from, or becomes unwilling, unable or unfit to sit on such panel for any reason, the Chair shall revoke that member's appointment and may at their discretion either appoint another person to the panel or, with the agreement of the remaining panel members and having regard to the circumstances of the case and the stage of the proceedings, authorise the remaining panel members to continue to hear and determine the matter alone.



2. Conduct of the Proceedings

- 2.1. The panel shall determine the dispute in accordance with the British Rowing Regulations (the Regulations).
- 2.2. The parties shall be entitled, at their own expense, to be accompanied by a representative.
- 2.3. The panel shall have all powers necessary for, and incidental to, the discharge of its responsibilities, including (without limitation) the power, whether on the application of a party or of its own motion:
 - 2.3.1. to make all appropriate procedural directions in relation to the conduct of the hearing
 - 2.3.2. to appoint an expert to assist or advise the panel on a specific issue or issues, such expert to be and remain impartial and independent of the parties, and the costs of such expert to be borne by the parties or in such manner as directed by the panel;
 - 2.3.3. to expedite or to adjourn, postpone or suspend its proceedings, upon such terms as it shall determine, where fairness so requires;
 - 2.3.4. to extend or abbreviate any time-limit provided by the Regulations or its own orders;
 - 2.3.5. to conduct such enquiries as appear necessary or expedient in order to ascertain the facts;
 - 2.3.6. to request any party to make any property, document or other thing in its possession or under its control available for inspection by the panel and any other party;
- 2.4. In all cases involving a three-member panel, the chair of the panel may make procedural rulings.
- 2.5. As soon as practicable after the formation of the panel, the chair of the panel may issue directions to the parties in relation to the procedure and time-table to be followed in the proceedings. If the chair of the panel deems appropriate, a directions hearing may be held prior to issuing such directions. In particular, the directions shall:
 - 2.5.1. fix the date, time and venue of the hearing
 - 2.5.2. establish a schedule for the exchange of written submissions and evidence in advance of the hearing;

3. Hearings

- 3.1. Hearings shall be conducted on a private and confidential basis, attended only by the parties to the proceedings and their representatives and witnesses.
- 3.2. The procedure to be followed at the hearing shall be at the discretion of the chair of the panel, provided always that the hearing is conducted in a fair manner, with a reasonable opportunity provided for each party to present evidence (including the right to call and to question witnesses) and address the panel.
- 3.3. The panel shall have discretion as to whether to receive evidence from witnesses in person, by telephone, by video conference or in writing, and shall have the right to question a witness and control the questioning of witnesses by a party.
- 3.4. Unless the panel orders that parties may make submissions in writing only, all parties should attend hearings in person, along with any representative(s). The non-attendance of any party or his representative at the hearing, after proper notice of the hearing has been provided, shall not



prevent the panel from proceeding with the hearing, whether or not written submissions have been made by or on behalf of that party.

- 3.5. Once the parties have completed their respective submissions, the panel shall determine in private its decision, which may be unanimously or by majority.
- 3.6. The panel shall have the power to decide on the admissibility, relevance and weight of any evidence (including the testimony of any fact or expert witness) and shall not be bound by any judicial or evidential rules in relation to such matters. Facts may be established by any reliable means, including admissions.

4. Decision

- 4.1. The panel shall announce its decision verbally as soon as possible after the hearing. A summary of the decision shall be provided to the parties in writing, dated and signed by at least the chair of the panel within seven (7) working days of the end of the hearing. The written summary shall set out and explain:
 - 4.1.1. the panel's findings;
 - 4.1.2. any sanction or recommended sanction;
 - 4.1.3. any rights of appeal.
- 4.2. Each of the parties shall bear its own costs, legal, expert or otherwise.

5. Appeals

- 5.1. A party may appeal a decision (unless it is a decision of an appeal panel) if the Regulations (or other relevant rules) provide that party with a right of appeal.
- 5.2. The decision being appealed shall remain in full force and effect pending determination of the appeal.
- 5.3. Appeals shall be conducted as provided for in these Procedural Guidelines.
- 5.4. An appeal panel's decision shall be final and binding.

6. Communications

- 6.1. Any notice or other communication required to be given by a party must be given in writing and must be sent by first class post or transmitted by facsimile or e-mail through the offices of British Rowing.