



ENGLISH GYMNASTICS

January 2019

(1) ENGLISH GYMNASTICS ASSOCIATION

(2) [NAME OF ATHLETE]

**ENGLAND PROGRAMME MEMBER
ATHLETE AGREEMENT**

CONFIDENTIAL DOCUMENT

THIS AGREEMENT is made on the day of 2019

BETWEEN:

(1) ENGLISH GYMNASTICS ASSOCIATION whose registered office is at **C/O JUMPERS REBOUND CENTRE, MILL ROAD, GILLINGHAM, KENT, ME7 1HN** ("*English Gymnastics*"); and

(2)

Athlete's Full Name	
Current Postal Address	
Current Email address	
Date of Birth	

(the "*Athlete*").

INTRODUCTION:

- (A) The English Gymnastics Association (EGA) is responsible for the organisation of English competitions and trials and the selection of English teams to train within the England Programme and compete in National and International Competitions including the English Championships and Commonwealth Games. English Gymnastics is a Home Country affiliated to British Gymnastics and represents the Regions of North of England, North West, Yorkshire, East, East Midlands, West Midlands, London, South, South East, South West and the English Schools Gymnastics Association.
- (B) Athletes in the England Programme wish to compete in the sport with the objective of winning medals for England at International Competitions.
- (C) English Gymnastics and the Athlete enter into this Agreement in order to clarify their respective responsibilities and obligations to enable the Athlete to make the most of his or her time within the England Programme and to set out how the Athlete must conduct himself/herself during this time.

IT IS AGREED as follows:

1. STATEMENT OF GENERAL PRINCIPLES

1.1 We both:

1.1.1 agree that this Agreement is not a contract of employment nor are you considered to be a worker under this Agreement; and

1.1.2 acknowledge that all the obligations and duties which we accept under this Agreement are beneficial to the effective management and delivery of the England Programme and for ensuring that there is clarity on the responsibilities and obligations that English Gymnastics has towards You.

1.2 You acknowledge and agree that:

1.2.1 the obligations and duties in this Agreement are useful for Your own development as an athlete and will assist and enable You to potentially win medals at International Competitions;

1.2.2 You will not be eligible to participate within the England Programme or receive support from Us until We have received a signed and dated copy of this Agreement;

1.2.3 Your participation in the England Programme will not create an employment relationship between English Gymnastics and You;

2. ELIGIBILITY

2.1 You shall not be eligible to be selected for the England Programme and shall immediately notify Us if You fail at any time to meet any one or more of the criteria set out below:

2.1.1 compliance with English Gymnastics' and/or the Commonwealth Games Federation (as applicable) Rules on representing the English Team at International Competitions and/or the Commonwealth Games;

2.1.2 to be a member of British Gymnastics (and must remain so during the Membership Period);

2.1.3 must not be serving a ban from participation in the sport for any reason (including as a result of being found guilty of a doping offence or being found guilty of an offence relating to betting, manipulation of results, corrupt conduct, inside information etc.);

2.2 Athletes are required to fulfil all the below requirements, in order to be deemed eligible to represent England:

2.2.1 You are a British Citizen, holding a British Passport (or can demonstrate that You are in the process of obtaining British Citizenship and/or Passport) and have lived in England for a period exceeding 48 months, during Your life;

2.2.2 for the relevant disciplines, You must be eligible according to the Commonwealth Games of England Criteria;

2.2.3 You are not a member of a Gymnastics Squad of any other Commonwealth country or territory, including but not limited to any other Home Nation;

2.2.4 You have not previously represented another Commonwealth country, including but not limited to any other Home Nation, unless, in respect of another Commonwealth country, the approvals required by Byelaw 17(3) Constitutional Documents of the Commonwealth Games Federation (CGF) have been obtained;

2.2.5 Your mother, father or at least one grandparent were born in England.

2.3 If You do not meet any of the above Criteria, but wish to be considered for selection, You may petition to the English Gymnastics Approval Panel in writing. The Approval Panel's decision in this regard shall be final.

2.4 The Approval Panel shall consist of the EGA Chairman and EGA Vice Chairman, together with the individual England Technical Committee Chairperson and England National Coach, of the specific gymnastics discipline within which You are seeking to compete.

2.5 You will immediately let Us know if You do not or no longer satisfy one or more of the criteria referred to in clause 2.1 and 2.2 either before entering into this Agreement or at any time during Your time in the England Programme.

3. PROGRAMME SELECTION

3.1 You must participate in the English competition structure within the relevant discipline(s) to be considered for selection onto the England Programme. Please refer to the relevant discipline selection policy for further details.

3.2 You must abide by the BG Policies and Procedures.

3.3 Selection decisions are made by the England National Coaches and Chair of the England Technical Committee

4. ATTENDANCE AT TRAINING CAMPS & COMPETITIONS

- 4.1 if You are selected onto an England programme You are expected to attend all programme activities (Camps and Competitions) as requested by the National Coach, England Talent Officer and Technical Committee Chair unless prevented from doing so by extenuating circumstances.
- 4.2 should You have extenuating circumstances or be ill or injured for an identified Camp or Competition within the England Programme, appropriate confirmation in writing or documentation (provided by a Doctor) should be forwarded to the relevant England Talent Officer at British Gymnastics as soon as possible.
- 4.3 the implementation of Your training programme within the England Programme will be the responsibility of Your Personal Coach. An up to date copy of Your Individual Athlete Plan, must be provided to the England Talent Officer and/or England National Coach prior to each camp (in relevant disciplines).

5. FITNESS, INJURY & ILLNESS

- 5.1 You agree and understand:
- 5.1.1 that You shall immediately notify with supporting medical evidence, if available, the England National Coach or England Talent Officer if You think that You have an Injury or Illness which may cause You to be absent from, or unable to participate in, any Camp and/or Competition except in the event of a medical emergency;
- 5.1.2 that You shall inform the England National Coach and Your Personal Coach of any pre-existing Injury or Illness prior to entering into this Agreement and/or becoming part of the England Programme;
- 5.1.3 that You must declare any medications You are taking to the England Talent Officer and in particular, the use of any restricted medications and submit these to English Gymnastics for approval;
- 5.1.4 that You shall use Your best efforts to achieve and maintain a high standard of health and physical fitness required for consistent training and competition as an athlete in the sport of gymnastics;
- 5.1.5 that You shall not arrange or undergo any medical treatment without first giving the England National Coach and Your Personal Coach details of the proposed treatment except in the event of a medical emergency;
- 5.1.6 that the sport carries a risk of Injury or Illness and You agree to take all reasonable care to avoid causing harm to Yourself and others; and

5.1.7 in the event of any absence from training or Competition or non-compliance with the requirements in reporting an Illness or Injury, such a matter may be referred for further action in accordance with the BG Disciplinary Policy.

6. ATHLETE CONDUCT (STANDARDS OF BEHAVIOUR & ATTITUDE)

- 6.1 You recognise that, as an athlete within the England Programme, Your conduct and behaviour will reflect on Us, the sport and Our Partners. Accordingly, You agree to conduct Yourself in a proper manner at all times within the England Programme.
- 6.2 You understand that, You may be removed from the England Programme in the event of non-compliance in training, a breach of responsibility to the Programme or a violation of the England Athlete Code of Conduct (see Appendix 1). Prior to removal, You will be presented with the opportunity to attend a removal interview with the Chair of English Gymnastics (or their appointed representative) and, where possible, one other independent person. Written justification must be provided for all removals by the Chair of English Gymnastics. Decisions on these matters are not open to appeal.
- 6.3 You will neither write or say anything (whether made as part of a formal interview or not including, without limitation, on social media sites, Facebook, Twitter, Instagram, Snapchat, Vimeo, YouTube blogs and forums) which may be deemed to damage or be otherwise harmful to Our reputation, the sport, or Our Partners, nor make any public statement which constitutes a "personal attack" upon another sporting competitor. Fair comment made without the use of offensive language is permitted where the substance of the comment is known (or can be shown) to be true and will not constitute a "personal attack" for the purpose of this Agreement.
- 6.4 You must comply with the Anti-Doping Rules and BG Anti-Doping Policy at all times (including before this Agreement was entered into). This is Your personal responsibility which You cannot delegate to anyone else.

7. ENGLAND PROGRAMME FEES

- 7.1 England Programme Fees will be confirmed within invitation letters and will be aligned to the BG Performance Pathway fees (please note these are subject to change in line with relevant venue booking costs). Upon acceptance of Your place in the England Programme, the fee must be paid in full for the year via the BG online enrolment process. Failure to pay fees within the specified programme deadlines outlined by the England Talent Officer may result in removal from the England Programme.

8. ENGLAND TEAM SELECTION FOR INTERNATIONAL CAMPS/ COMPETITIONS

- 8.1 If selected to represent England for an International Competition, You will be required to contribute to Your attendance. Further details will be provided when applicable by the England Talent Officer.
- 8.2 A non-selected gymnast may make an appeal to the Appeal Panel in writing. The Appeal Panel's decision in this regard shall be final.
- 8.3 The Appeal Panel shall consist of the EGA Chairman and EGA Vice Chairman, together with the individual England Technical Committee Chair and England National Coach of the specific gymnastics discipline.

9. ATHLETE CLOTHING & EQUIPMENT

- 9.1 When selected onto an England Programme, You will be asked to complete, and return to the respective England Talent Officer, a Milano kit sizing form and will be provided with an England Tracksuit as standard.
- 9.2 Upon first selection to represent England at an International Competition, You will be provided with relevant competition attire (with the exception of Rhythmic gymnasts).
- 9.3 You agree to take reasonable care of and not to cause any damage to the England Team clothing and equipment.
- 9.4 You agree that England Team clothing and equipment supplied to You by Us (or on Our behalf) is owned by Us and is not Your personal property. Unless otherwise agreed, You shall return to Us, all England Team clothing (which shall be in a reasonable condition) either upon termination of this Agreement or earlier at Our request.
- 9.5 You agree to wear England Team clothing and use Our equipment (or equipment supplied to You on Our behalf) as required and instructed by Us for all England Programme Activity (other than during National Competitions).
- 9.6 You agree not to display any logos, emblems, badges, symbols or advertising material on any item of England Team clothing or equipment without Our written permission.
- 9.7 You agree not to alter or amend the England Team clothing or equipment and not to hide, obstruct or interfere with any logos, emblems, badges, symbols or advertising material that appears on it (including any Commercial Partner's logos or marks) without Our prior written permission unless the Rules of a Competition mean that You need to in order to comply (such as attaching a number or participant identification label to England Team clothing or kit).
- 9.8 You agree not to wear anything (including jewellery or nails) when training or competing during your time within the England Programme which may be dangerous to or have a detrimental impact on You or another Participant.

9.9 You agree that We are not responsible for any damage or loss to any of your personal property.

9.10 Milano are the official English Gymnastics kit sponsors, who have agreed to provide a limited amount of England Programme Kit to Members at a discounted rate on retail prices.

10. CONFIDENTIALITY

10.1 Both the EGA and You will keep Confidential Information relating to the other party confidential at all times (both during and after the termination of this Agreement), and neither party shall at any time (directly or indirectly) disclose, or allow to be disclosed, or make available to any person any Confidential Information relating to the other party except:

10.1.1 where the information is disclosed as a requirement under law;

10.1.2 where the information is already, or becomes, public knowledge, except if it becomes public knowledge because either of Us breached this Confidentiality clause;

10.1.3 if either of Us agree in writing for it to be disclosed.

11 DISPUTES RESOLUTION

11.1 We both agree that this Agreement and the rights and obligations contained within it reflect a special and unique relationship and characteristics of participating in the England Programme. Accordingly, We agree that, in the event that any dispute may arise between Us in relation to the different aspects of being an athlete in the England programme and under this Agreement it will be dealt with under the BG Grievance and Disciplinary Rules and Procedures.

11.2 We both understand the importance of dealing with disputes openly, honestly and fairly as soon as they arise and agree to notify the other of the full details of any dispute at the earliest possible opportunity.

11.3 We agree to appoint an appropriate person, whether or not employed by Us, to take initial responsibility for the conduct of the dispute. In doing so, We acknowledge the importance of involving someone who is sufficiently removed from the issues in the dispute to take an independent fair and objective view.

11.4 We shall ensure that the procedures used in any dispute between Us will follow the principles of natural justice and fairness.

12 GENERAL

- 12.1 The EGA Board reserves the right to amend this Policy at any time.
- 12.2 No variation of this Agreement or previous drafts shall be effective unless it is in writing and signed by Us and You (or Your and/or Our authorised representatives (as applicable)).

APPENDIX 1



International and National Representative Gymnastics

Athlete Code of Conduct

Introduction

English Gymnastics aims to promote the highest standards of behaviours amongst its athletes in all situations, and as such is introducing this Code. This document reinforces the expectations of the EGA at a general level, which promotes additional expectations for any athlete involved in England Programme activities or National Team representation.

This Code remains in force for the duration of the 2017–21 cycle (until 31st March 2021) and is linked to the England Programme and International event selection policies. Athletes will be expected to sign this Code of Conduct on an annual basis. A copy of the code will be issued with every delegation letter as a reminder.

General

You must:

- Put Your health, well-being, safety and performance ambitions at the forefront of Your actions.
- Adhere to the BG member Rules and Regulations at all times.
- Consistently display high standards of professionalism, behavior and appearance.
- Treat all coaches / officials / staff members with respect and dignity, value their worth and treat everyone equally, recognising their needs and abilities, and contribution to the team.
- Develop an appropriate working relationship with coaches / officials / staff members based on mutual trust and respect.
- Always support the needs of the England Team.
- Accept responsibility for Your own behavior and performance.
- Co-operate fully with other specialists (e.g. other coaches, officials, sport scientists, doctors, and physiotherapists) who are working in Your best interest.
- Never encourage or condone fellow gymnasts to violate the rules of the sport and report any violations appropriately.
- Observe the authority and the decision of the officials and only question those decisions in the appropriate manner.

National Team Camps and Competitions

When representing any England National Team or attending an England Training Camp, You are expected to:

- Be suitably attired in any kit provided by English Gymnastics / Team England.
- Not make any statement or do or authorise any act that may be prejudicial to the image, reputation or goodwill of English Gymnastics.
- Support, assist and co-operate fully with English Gymnastics, complying with all reasonable instructions.
- Control Yourself and other team members appropriately under situations of high responsibility and stress.
- Demonstrate Your understanding of the international arena by helping to create an atmosphere conducive to high performance.
- Treat all England National Team staff (the 'Team' meaning all those persons selected by English Gymnastics and includes gymnasts, coaches, nominated reserves, medical support personnel, judges, Team Leaders, Heads of Delegation and any associated members of British Gymnastics Programme staff) with respect and dignity.
- Be respectful and supportive of all England Team selection decisions made by the England Programme Leads.
- Undertake all England Programme activities (Camps and Competitions) outlined by the respective Lead Officer as part of the preparations for National and International Competition to prove Your readiness to compete.

Consumption of alcohol at National Team Camps and Competitions

When representing any England National Team or attending an England Programme Training Camp, the consumption of alcohol during the event is not permitted.

Once the competition has finished or all gymnasts have finished competing, the Head National Coach/ Head of Delegation, may (at their discretion) permit the consumption of alcohol in **moderation**, however it is deemed unacceptable in the following circumstances:

- When You are under 18 years (or the legal age required in the country of the event);
- Whilst You are wearing England uniform/clothing;
- When the consumption of alcohol leads to abusive or offensive behaviors that are deemed to bring English Gymnastics reputation into disrepute and contravene the conduct noted within this policy;
- When the consumption of alcohol is detrimental to Your behavior and/or ability to complete Your duties the following day.

Consequences of Breaching the Code of Conduct

English Gymnastics will determine the consequences such as disciplinary action and/or sanctions.

Consequences will depend on the severity of the breach and will include the following:

- Issuing a warning, requiring a verbal or written apology.
- Immediate removal from England Programme camps/events/competitions.
- A letter of reprimand from English Gymnastics.
- Counselling by Chair and / or delegated Officer.
- Suspension from duties and privileges.
- Suspension of British Gymnastics membership.

All the above consequences will be administered through the existing British Gymnastics disciplinary process that can be found on the BG website.

Changes to this Code of Conduct

The Board of English Gymnastics reserves the right to amend this Code of Conduct at any time. Any changes will be communicated to all relevant parties.

APPENDIX 2



DECLARATION & AGREEMENT

By signing below:

1. I agree to become a member of the England Programme and confirm I meet the eligibility criteria set out in Clause 2 and shall inform You (including giving the reason why) immediately or as soon as is practicable if I no longer meet the eligibility criteria set out in Clause 2 at any time during my time within the England Programme;
2. I have had the opportunity to take advice on the contents of this Agreement as well as the Athlete Code of Conduct, understand my entitlements and obligations as a member of the England Programme and agree to abide by them;
3. I confirm I have not entered into any other agreement or contract or have any other restriction that might stop or materially restrict or limit my full participation in the England Programme or that could conflict with the England Programme or with any of the Clauses of this Agreement;
4. I will use my best endeavours to comply with this Agreement and the Code of Conduct at all times and further understand and agree that any non-compliance on my part may result in my becoming ineligible for further participation in the England Programme and this Agreement and my participation in the England Programme may be suspended or ended.

Signed by:

Signature (Athlete)

Print Athlete Name

Date

Additional Signature

Print Additional Signature Name

Date

(If the Athlete is under the age of 18, an Adult at Risk or lacks the legal capacity to make their own decisions then the signature of parent/guardian, or person with parental responsibility is required to sign as an additional signatory)

Signature of Witness

Print Witness Name

Date



**Athlete Code of Conduct
Acknowledgement Form 2017–2021 Cycle**

I, _____
(Full Name)

(Address)

in the discipline / position of

agree to the following terms:

- (a) I agree to abide by the English Gymnastics Athlete Code of Conduct
- (b) I acknowledge that the English Gymnastics Board may take disciplinary action against me, if I breach the Athlete Code of Conduct or Athlete Agreement. (I understand that British Gymnastics is required to implement the complaints handling procedure within the BG Rules and Regulations and in accordance with the principles of natural justice, in the event of an allegation against me)
- (c) I acknowledge that disciplinary action against me may include removal from training/competition opportunities within the England Programme and/or suspension of my membership of British Gymnastics

(Signature) (Date)

(Signature of Parent/Guardian if athlete under 18yrs of age) (Date)