

# **BRITISH UNIVERSITIES & COLLEGES SPORT**

## **TEAM MEMBER AGREEMENT**

### **EUROPEAN UNIVERSITIES GAMES 2020**



Your selection and continued membership of the delegation is conditional upon you entering into this Agreement and observing its terms and conditions.

This is a legally binding document. Therefore you should read it carefully so as to understand it and if necessary seek independent legal advice.

**TEAM MEMBER AGREEMENT**  
**EUROPEAN UNIVERSITIES GAMES 2020**

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THIS AGREEMENT IS BETWEEN: The Team Member & BUCS

**IT IS AGREED** as follows:

**1. INTERPRETATION**

In this Agreement, unless the context indicates otherwise, references to the male gender shall include the female gender.

**2. INTRODUCTION**

2.1 BUCS hereby appoints the Team Member as a member (a competitor, an official or member of the support staff as appropriate) of the Great Britain delegation (the "Team") for the 2020 European Universities Games ("the Games") on the terms and conditions set out in this Agreement.

2.2 The Team Member acknowledges that BUCS is the body recognised as responsible for the sanctioning, accreditation and participation support of representatives (competitors and officials) from universities in the United Kingdom in the Games, and therefore agrees to notify BUCS without delay in the event that the terms of this Agreement conflict with the terms of any agreement which the Team Member has with a third party (including but not limited to any sponsor, employer, coach or agent) and to use their best endeavours to resolve any conflict that may exist in favour of BUCS.

2.3 The Team Member acknowledges that this Agreement shall commence on the date of indicating acceptance of this Agreement and shall remain in force until the Team is officially disbanded after the Games, but may be terminated in accordance with the provisions of Clause 6 of this Agreement.

2.4 In the event that the Team Member is appointed as a competitor (as opposed to an official or member of the support staff) at the Games, he/she acknowledges that his membership of the Team is and remains conditional upon his eligibility (as so determined by BUCS) to compete for their institution at the Games in the sport for which he/she has been selected and the Team Member, if selected as a competitor at the Games, hereby declares that he/she is eligible.

2.5 Only fully accredited and sanctioned team members may attend the event. Non accredited individuals will not be permitted access to the team at any time

**3. GENERAL OBLIGATIONS**

3.1 The Team Member agrees, for the duration of the Games, being the period from the date of departure on a Team flight or arrival in the Athletes' Accommodation, whichever is earlier, to the time when the Team is officially disbanded after the Games (the "Games Duration"):-

(a) to remain under the management and direction of the designated Team Leader (athletes) and BUCS Operations Team (support staff and athletes);

- (b) to comply with all instructions given by the designated Team Leader (athletes) and BUCS Operations Team (support staff and athletes);
- (c) to conduct him/herself at all times in a proper manner and not to bring BUCS into disrepute;  
and
- (d) to comply at all times with the Great Britain Code of Conduct in Schedule 1.

#### **4. ANTI-DOPING**

- 4.1 It is the individual responsibility of each Team Member to ensure that he is familiar with, and complies with, all the applicable provisions of the World Anti-Doping Agency Code ("WADA") which governs the activities and the conduct of competitors in the Games. By signing this Agreement the Team Member declares that he or she has read and shall comply with such provisions and understands that he or she may request a further copy of the WADA code from BUCS.
- 4.2 The Team Member recognises and agrees that all the rights and benefits provided to him/her under this Agreement are conditional on the Team Member being and remaining drug-free.
- 4.3 The Team Member shall ensure that:
  - (a) any medication or substance taken in any form does not contain any substance prohibited for use by WADA;
  - (b) he/she neither possesses, supplies, nor uses illegal or prohibited drugs or techniques;
  - (c) BUCS is fully informed of any and all drug-related offences in which he/she may be involved;
  - (d) he/she is available for testing in accordance with WADA and / or as reasonably directed by BUCS; and
  - (e) he/she ensures that any medical exemptions are fully documented prior to use as set out in WADA.

#### **5. MEDICAL**

- 5.1 The Team Member agrees:-
  - (a) to notify BUCS immediately if he/she contracts any illness or sustains any injury which might prevent him/her from competing to the best of his ability or fulfilling his agreed duties at the Games;
  - (b) to submit to all reasonable medical tests and examinations as may be directed from time to time by BUCS for the purposes of assessing whether the Team Member is able to perform at the Games to the best of his ability; and

- (c) to waive confidentiality in respect of such tests or examinations to the extent required to enable BUCS to assess whether the Team Member is able to perform to the best of his ability at the Games.

## **6. TERMINATION**

- 6.1 BUCS may, at its absolute discretion, terminate or suspend either this Agreement or membership of the Team, or both, if at any time and with immediate effect by written notice to the Team Member if:
  - (a) the Team Member does not comply with the obligations and responsibilities undertaken within this Agreement; or
  - (b) the Team Member, in accepting membership of the Team, has made a declaration that is untrue; or
  - (c) the Team Member is charged on the basis of anti-doping rule violation under the WADA code; or
  - (d) the Team Member is declared unfit to compete to the best of his ability by the Chief Medical Officer and / or physiotherapist.
- 6.2 On termination of the Team Member's membership of the Team for any reason, the Team Member shall immediately cease to be a member of the Team, shall be excluded from competing or working at the Games and may be sent home forthwith.

## **7. PERSONAL LIABILITY & INSURANCE**

- 7.1 The Team Member understands and agrees that he/she takes part in the Games at his own risk.
- 7.2 Neither BUCS, nor its officers, servants, or agents accept responsibility for loss of, or damage to the personal property, sports clothing or equipment belonging to the Team Member provided that nothing in this agreement shall limit BUCS's liability for death or injury resulting from its negligence or in case of fraud or fraudulent concealment.

## **8. OTHER MISCELLANEOUS TERMS**

- 8.1 Subject to Clause 8.3, if the Team Member is unable to participate in the event for any reason, or the event is cancelled or curtailed for any reason beyond BUCS's control, or non-travel or curtailment in the event of the (FCO) Foreign and Commonwealth Office advise or force majeure (natural disasters, 'acts of god' etc), then the Team Member will be liable for any costs incurred by BUCS or their institution. Costs incurred may include but not be limited to flight costs, transport arrangements, hotel bookings & kit costs.
- 8.2 The Team Member acknowledges that itineraries, schedules, and accommodation may change and subject to Clause 7.2 BUCS shall not be responsible for any loss or damage caused by events which are outside BUCS's control.
- 8.3 If the Team Member is refused passage and/or entry/exit to or from the destination, the

Team Member is responsible for any additional costs.

- 8.4 The Team Member must provide their own personal equipment for their sport.
- 8.5 If the Team Member withdraws in circumstances where recovery of cancellation charges is indemnified under their travel insurance, the Team Member hereby agrees that they will co-operate in the recovery of these charges from the insurers, and that any sums recovered under the policy will be paid to BUCS or their institution as appropriate.
- 8.6 The Team Member is personally responsible for any excess baggage costs incurred

## **9. DISPUTE RESOLUTION**

The parties acknowledge the importance of dealing with any complaints, differences or disputes which may arise between the parties in relation to this Agreement (a "Dispute") openly and honestly as soon as they arise and each of the parties agrees to notify the other of the full details of any Dispute within 48 hours of the incident occurring, at which point each of the parties agrees immediately to enter into informal negotiation in good faith with a view to settling the Dispute and to use their best endeavours to resolve the Dispute by informal negotiation within 5 working days of the notification of the Dispute by either party.

## **10. GOVERNING LAW**

This Agreement is governed by the laws of England and Wales.

## **11. INDEMNITY**

The Team Member agrees that he/she will reimburse BUCS in respect of all costs reasonably incurred by BUCS in relation to all actions, suits, causes of action, proceedings, demands, costs and expenses whatsoever which may be taken or made against BUCS or incurred or become payable by BUCS as a consequence of his misconduct in breach of this Agreement.

## **12. DATA PROTECTION**

BUCS will hold minimum personal information necessary to enable it to perform its functions. All information will be treated as confidential and will be treated with care, to comply with the law and General Data Protection Regulations (GDPR).

All data obtained by or made available to support staff appointed by BUCS such as doctors, physiotherapists, administrative staff etc, and material produced by the same during the course of their roles for BUCS, remains the property of BUCS and must be kept in the strictest confidence. In the event that an individual wishes to use any data for purposes outside of the event/purpose the data has been collected, then he/she must obtain express permission from BUCS in advance of its use. Any unauthorised use of BUCS data may result in disciplinary and/or legal procedures. Any authorised data use must remain anonymous unless the express permission of the individual(s) in question is given. Post-event any personal data received must be securely destroyed in accordance with GDPR protocol.

## **13. ENTIRE AGREEMENT**

Each party agrees that this Agreement together with any documents referred to in this agreement (the "Transaction Documents") constitutes the entire and only agreement between the parties relating to the subject matter of the Transaction Documents.

IN WITNESS WHEREOF this Agreement has been executed the day and year first above-written.

Vince Mayne

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SIGNED for and on behalf of BUCS

By: Vince Mayne, Chief Executive Officer

By agreeing to abide by the terms of the agreement the Team Member confirms that:

1. I agree to become a member of the Team;
2. I have taken advice on the contents of this Agreement and I fully understand my entitlements and obligations and agree to abide by the terms of this Agreement;
3. save in respect of agreements which have been disclosed to BUCS and agreed by them prior to the execution of this Agreement (a list of which is attached to this Agreement), I have not entered into any other agreement or contract or have any other restriction that may prevent or materially impede my full participation in the Team or that could conflict with my membership of the Team or with any of the provisions of this Agreement.

## **SCHEDULE 1**

### **CODE OF CONDUCT**

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All BUCS sanctioned representative teams (athletes and team staff) must conform to the following Code of Conduct

#### **1. What is the Code of Conduct?**

- a. This Code is designed to ensure that the highest possible standard of competition, sportsmanship, fairness, honesty and honour in relation to the conduct of all BUCS sanctioned representative teams;
- b. BUCS regards any breach of this Code as a serious matter and may take disciplinary action against an athlete or team staff in breach of this Code, in extreme cases this may lead to the individual in question being sent home from the competition; and / or being subject to a disciplinary process for bringing BUCS into disrepute
- c. This Code sets out the types of Conduct that will not be acceptable from a person representing a BUCS sanctioned representative team; and
- d. This Code will apply in addition to other BUCS policies.

#### **2. Who does the Code Apply to?**

- a. This Code applies to:
  - all athletes (full team members and non travelling reserves) ; and
  - all persons (team staff) officially appointed to any team or individual competing in the event, (including administrators, coaches, managers, medical practitioners, physiotherapists, media personnel and any other volunteer appointed to the team up to and including a Chef de Mission).

#### **3. When does this Code Apply?**

- a. The Code applies from the time of notification of selection or appointment until departure from the team including:
  - (i) during games and competitions at an event; and
  - (ii) all official and unofficial social functions of, or associated with, an event; and
  - (iii) attendance at the event itself

#### **4. General Code of Conduct**

All BUCS sanctioned team members must

- a. respect the rights, dignity and worth of others
- b. be fair, considerate and honest in all dealings with others
- c. be professional in, and accept responsibility for their actions
- d. make a commitment to providing quality service
- e. operate within the rules of the sport including national and international guidelines which govern the sport
- f. not use one's involvement with BUCS to promote one's own beliefs, behaviours, or practices where these are inconsistent with those of BUCS
- g. maintain high personal behaviour standards at all times
- h. conduct oneself in a professional manner relating to language, temper and punctuality

- i. refrain from any form of harassment of others
- j. refrain from any behaviour that may bring BUCS into disrepute
- k. not consume alcohol unless in accordance with an individual team/institution Alcohol Policy
- l. not be unduly intoxicated (in the opinion of the Team Manager / other event official) at any event venue or official or unofficial social functions of, or associated with, the event (if point k permits the consumption of alcohol)
- m. not use any illegal drug from the time of notification of selection or appointment until departure from the team
- n. comply with all reasonable directions of BUCS
- o. not act in an unlawful manner
- p. understand the repercussions if one acts to breach, or are aware of any breaches of, this Code of Conduct

## **5. Athlete Code of Conduct**

In addition to the General Code of Conduct, the following requirements with regard to conduct by an athlete in a BUCS sanctioned representative team must be met:

- a. Respect the rights, dignity and worth of fellow players, coaches, officials and spectators;
- b. Do not tolerate acts of aggression;
- c. Respect the talent, potential and development of fellow players and competitors;
- d. Conduct oneself in a professional manner relating to language, temper and punctuality;
- e. Maintain high personal behaviour standards at all time; and
- f. Abide by the rules and respect the decision of the official, making all appeals through the formal process and respecting the final decision.

## **6. Team Staff Code of Conduct**

In addition to the General Code of Conduct, the following requirements with regard to conduct by all Team Staff in a BUCS sanctioned representative team must be met:

- a. Place the safety and welfare of the players/ participants above all else;
- b. Accept responsibility for all personal actions taken;
- c. Resolve any conflicts fairly and promptly through established procedures (point 8 of this CoC);
- d. Maintain strict impartiality;
- e. Be aware of one's legal responsibilities; and
- f. Avoid any situation which may lead to a conflict of interest.

## **7. What Behaviour is in Breach of this Code?**

- a. In addition to failing to comply with Clause 4, and whichever is applicable of 5 & 6, any person who does, or is involved in, any of the following types of behaviour shall be in breach of the Code:
  - (i) consuming alcohol outside the boundaries of the team Alcohol Policy
  - (ii) consuming alcohol unless in an approved area, in line with relevant liquor licensing regulations (if alcohol consumption is permitted in the team Alcohol Policy);
  - (iii) being unduly intoxicated at any event venue or official and unofficial social functions of, or associated with, the event (if alcohol consumption is permitted in the team Alcohol Policy);
  - (iv) using or possessing any illegal or prohibited drug during the event
  - (v) failing to comply with a reasonable direction of an event official;



- (vi) breaching the relevant sport, event or competition rules, regulations and/ or policies;
- (vii) abusing, threatening or intimidating an event or competition official, selector, coach, manager or other squad official or any other participant, whether before, during or after the event or competition;
- (viii) showing unnecessary or obvious dissension, displeasure or disapproval towards an event or competition official, his or her decision, or generally after a decision of an event, competition or team official has been made;
- (ix) using crude or abusive language or gestures at an event, competition or towards a team official or any other person present at the event or competition (including, without limitation, a spectator, official, volunteer or participant);
- (x) do anything which is likely to intimidate, offend, insult or humiliate another person involved in the event on the basis of their sex, disability, race, colour, age, religion, national or ethnic origin;
- (xi) conducting themselves in any manner, or engage in any activity, whether before, during or after an event or competition (including during training and other activities), that would impair public confidence in the honest and orderly conduct of events and competitions or in the integrity and good character of university sport and its participants;
- (xii) do anything which adversely affects or reflects on or discredits BUCS; and
- (xiii) acting in an unlawful manner.

## **8. What happens if this Code is Breached?**

- a. If BUCS (or its appointed representative(s)) receive a formal complaint, in writing, within 24 hours of the alleged breach, which it considers may be in breach of this Code, BUCS shall:

During the course of a European Universities Games

- (i) investigate the alleged breach, and if satisfied that a breach may have occurred, convene a Disciplinary Hearing consisting of a BUCS representative in the Chair, another member of the Management Team for the sport (Head Coach, Team Coach, Physiotherapist), and an athlete not involved in the case; and/or
- (ii) This committee shall have the authority to rule on matters relating specifically to the event in question and also to forward any recommendations to the BUCS' Disciplinary Committee for further consideration if necessary
- (iii) Any appeal against the decision of the hearing must be received in writing by the BUCS Office within 12 hours of the original decision being reached and will be heard by either the Head of International Programmes or Chief Executive within 24 hours of the appeal.

Prior to or once the delegation has returned from the European Universities Games

- (i) investigate the alleged breach, and if satisfied that a breach may have occurred, refer the matter to the BUCS' Disciplinary Committee via the "Written Complaint – Bringing BUCS into Dispute" process as outlined in the Disciplinary Procedures; and
- (ii) the hearing will be conducted by the BUCS' Disciplinary Committee.