



Case Management Group (“CMG”) Terms of Reference

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1. Introduction

- 1.1 Basketball England is the national governing body ("**NGB**") responsible for regulating within its jurisdiction all the disciplines of the sport of basketball in England (including 5v5, 3v3, disability basketball and walking basketball) ("**Basketball**").
- 1.2 These Case Management Group Terms of Reference (these "**Terms**") reflects the safeguarding ethos of Basketball England (a company limited by guarantee, incorporated and registered in England and Wales with company number 01429756 whose registered office is at Etihad Campus Rowsley Street, Gate 13, Manchester, England, M11 3FF).
- 1.3 Basketball England has a duty of care to all participants, and it recognises its moral, legal and regulatory responsibility to safeguard and promote the welfare of all Children and Adults at Risk. Upon that basis, Basketball England's approach to safeguarding is underpinned by legislation, statutory and regulatory guidance and current best practice.
- 1.4 Basketball England is dedicated to taking all reasonable steps to make it as difficult as possible for any form of Abuse of Children and Adults at Risk to take place in both physical and online environments and these Terms form part of those efforts to ensure safeguarding is firmly embedded in the values and practices of Basketball England.
- 1.5 In furtherance of this commitment, these Terms include provisions for ensuring that all Concerns are taken seriously and are responded to swiftly, fairly and appropriately.
- 1.6 Basketball England undertakes to make available (on request) electronic copies of these Terms as amended from time to time. Electronic copies of these Terms are available on the Basketball England website (the "**Website**"). The Website will also contain contact details in the event that (i) any person is unable to download these Terms; and/or (ii) any person requires these Terms in another form, for example, in large print. All requests will be considered on their merits on a case-by-case basis. In circumstances where an individual has been classified as having an intellectual impairment, Basketball England shall use all reasonable endeavours to communicate the contents of these Terms to such individual in the most appropriate manner and form in liaison with the parent of, or other person with responsibility for such individual.

2. Definitions and Rules of Interpretation

- 2.1 The following definitions apply in these Terms:

Abuse: any form of harm or maltreatment of a Child. There are four main types of Abuse: Emotional Abuse, Physical Abuse, Sexual Abuse and Neglect. Other forms of Abuse may include Discriminatory Abuse or Psychological Abuse;

Adult: a person over the age of 18 years old;

Adult at Risk: any person aged 18 or over who has needs for care and support (whether or not the local authority is meeting any of those needs) and is experiencing, or at risk of, abuse or neglect, and as a result of those care and support needs is unable to protect themselves from either the risk of, or the experience of abuse or neglect. This may include people with learning disabilities, sensory impairments, mental health needs, older people and people with a physical and/or mental or impairment. It may also include people who are affected by the circumstances that they are living in, for example, experiencing domestic violence. An individual's level of vulnerability to harm may vary over time depending on the circumstances they are in and their needs at that time;

Affiliated Member:	a Club or League sanctioned by and/or falling under the jurisdiction of Basketball England which has undergone the affiliation process;
Applicable Laws:	any and all laws, statutes, regulations, decisions, rulings, directives, codes of practice, government policies, enactments or instruments (including national, regional, local or principal laws, regulations or by-laws of any kind whatsoever) relevant to these Terms;
Basketball Laws:	the rules and regulations from time to time in force of any confederation, governing body, national association or league under the auspices of FIBA and/or British Basketball to the extent that they relate or apply to Basketball England;
British Basketball:	formerly known as the British Basketball Federation, the NGB responsible for basketball within Great Britain and for teams representing Great Britain which compete internationally;
Case Management Group:	a group convened by Basketball England to support the Safeguarding Team in considering and determining how a safeguarding case arising from a Concern shall be dealt with;
Child/Children:	a person under the age of 18;
Child Sexual Exploitation:	a form of Child Sexual Abuse. It occurs where an individual or group takes advantage of an imbalance of power to coerce, manipulate or deceive a Child into sexual activity usually in exchange for something the victim needs or wants;
Club:	a basketball club affiliated with and an Affiliated Member of Basketball England competing in England under the auspices of Basketball England;
Club Welfare Officer:	the welfare officer (also known as the safeguarding officer) appointed by a Club to lead its safeguarding initiatives;
Concern:	fear, worry or concern that a Child or Adult at Risk may be at risk of Abuse;
Data Protection Legislation:	all applicable laws relating to data protection, the processing of personal data and privacy, including: the Data Protection Act 2018, the General Data Protection Regulation (EU) 2016/679 (EU GDPR) and UK GDPR, the Privacy and Electronic Communications (EC Directive) Regulations 2003 (as may be amended by the proposed Regulation on Privacy and Electronic Communications), and any other data protection and/or privacy legislation applicable in the UK from time to time, (each as amended, updated, replaced or re-enacted from time to time and including all subordinate legislation made from time to time under or giving effect to the same) and references to “controller”, “personal data”, “special category data”, “process”, “processing” and “supervisory authority” have the meanings set out in, and will be interpreted in accordance with, such applicable laws;
Disciplinary Team:	Basketball England’s disciplinary team convened to determine disciplinary matters (including safeguarding

matters – where appropriate);

Discriminatory Abuse:	including racist, sexist, that based on a Child's or Adult at Risk's disability, or other protected personal characteristic as defined in the Equality Act 2010, as well as other forms of harassment, slurs or similar unfair treatment;
Emotional Abuse:	the persistent emotional maltreatment of a Child or Adult at Risk such as to cause severe and persistent adverse effects;
Extremism:	vocal or active opposition to fundamental values, including the rule of law, individual liberty and the mutual respect and tolerance of different faiths and beliefs;
FIBA:	the International Basketball Federation which governs the sport of basketball worldwide;
Free Member:	a person who has free Membership of Basketball England which typically includes fans, followers, parents, medics, league organisers, administrators and others who do not require a Licence;
League:	a basketball league affiliated with and an Affiliated Member of Basketball England including local leagues, schools, colleges, university leagues and the National Basketball League;
Licence:	a licence granted by Basketball England to Licenced Members in order for them to undertake and/or participate in Licenced Activity;
Licenced Activity:	basketball related activity sanctioned by and/or falling under the jurisdiction of Basketball England which requires a Licence;
Licenced Member:	a person (including but not limited to a player, coach, referee, table official, team follower, bench personnel and/or statistician) who requires a Licence in order to carry out Licenced Activity;
Member:	a member of Basketball England (including but not limited to a Free Member, Licenced Member and/or Affiliated Member;
Membership:	membership of Basketball England in accordance with Basketball England's Membership Terms and Conditions as in place from time to time;
Neglect:	the persistent failure to meet a Child's or Adult at Risk's basic physical and/or psychological needs, likely to result in the serious impairment of the Child's or Adult at Risk's health or development;
Physical Abuse:	a form of Abuse which may involve hitting, shaking, throwing, poisoning, burning or scalding, drowning, suffocating or otherwise causing physical harm to a Child or Adult at Risk. Physical harm may also be caused when a parent, or other person with parental responsibility fabricates the symptoms of, or deliberately induces, illness in a Child or Adult at Risk;
Psychological Abuse:	including Emotional Abuse, threats of harm or abandonment,

deprivation of contact, humiliation, blaming, controlling, intimidation, coercion, harassment, Verbal Abuse, isolation or withdrawal from services or supportive networks;

Radicalisation: the process by which a person comes to support or engage with Terrorism and forms of Extremism leading to Terrorism;

Safeguarding Team: Basketball England's safeguarding team responsible for safeguarding matters under Basketball England's jurisdiction;

Sexual Abuse: forcing or enticing a Child or Adult at Risk to take part in sexual activities, not necessarily involving a high level of violence, whether or not the Child or Adult at Risk is aware of what is happening. The activities may involve physical contact as well as non-contact activities, such as grooming. Child Sexual Exploitation is a form of Sexual Abuse;

Terrorism: an action that endangers or causes serious violence to a person/ people; causes serious damage to property; or seriously interferes or disrupts an electronic system. The use or threat must be designed to influence the government or to intimidate the public and is made for the purpose of advancing a political, religious or ideological cause;

Verbal Abuse: verbal maltreatment of a Child or Adult at Risk;

Vulnerability: being susceptible to additional risks of harm or Abuse including but not limited to racism, Radicalisation and in need of special care, support, or protection.

3. **Application of the Terms**

3.1 These Terms came into effect on 3rd February 2025.

3.2 The Terms shall apply to members of the Case Management Group.

4. **Power to change, rescind or add to the provisions of these**

4.1 In the event an issue arises that is not foreseen in these Terms, it will be addressed by Basketball England in a manner that protects and promotes the objectives identified in these Terms.

4.2 Basketball England is committed to reviewing these Terms periodically which may be amended from time to time by Basketball England.

5. **Laws**

5.1 The laws of England and Wales shall apply to these Terms.

6. **Case Management Group**

6.1 The Case Management Group may be convened in accordance with these Terms and all applicable Basketball England rules and regulations (as in place from time to time) for the purposes of supporting the Safeguarding Team with investigating and taking appropriate action following a Concern.

6.2 Due to the nature of the Concerns envisaged and Basketball England's legal and regulatory obligations to respond rapidly to Concerns, the Case Management Group is not a fixed group of individuals.

- 6.3 The Case Management Group shall comprise of a minimum of three people, drawn from:
- 6.3.1 Chief Executive Officer;
 - 6.3.2 Lead Safeguarding Officer;
 - 6.3.3 National Delivery Manager;
 - 6.3.4 National Leagues representative;
 - 6.3.5 National Teams representative;
 - 6.3.6 Club representative;
 - 6.3.7 Regional/Club Welfare Officer representative;
 - 6.3.8 Police/Social Care/Local Authority Designated Officer (“**LADO**”);
 - 6.3.9 Legal advisor;
 - 6.3.10 Independent Safeguarding Advisor; and
 - 6.3.11 where required, additional persons as deemed appropriate.
- 6.4 The individuals appointed to the Case Management Group will be determined by the nature of the Concern and the availability of members.
- 6.5 Other individuals may be invited to attend meetings where appropriate in order to support external scrutiny and/or provide additional expertise.

7. Purpose and Obligations

- 7.1 The purpose of the Case Management Group is to offer advice and guidance and to support the Safeguarding Team with the management of Concerns.
- 7.2 In addition to the duties and obligations arising under any other Basketball England rules and regulations under which they may be subject, the Case Management Group is responsible for:
- 7.2.1 promoting co-operation, consistency and confidence in safeguarding related decision making; and
 - 7.2.2 providing independent and informed opinion and applying appropriate expertise and experience to the extent required to assist the Safeguarding Team in the following areas:
 - 7.2.2.1 ensure all Concerns are dealt with fairly, equitably and within appropriate timescales;
 - 7.2.2.2 advise on practice and policy development requirements arising from Concerns;
 - 7.2.2.3 assist with decisions upon the course of action for adverse Disclosure and Barring Service disclosures that may be relevant to the assessment of potential Concerns or risks in relation to Children and Adults at Risk;
 - 7.2.2.4 ensure consistency and appropriateness of assessments made in relation to adverse disclosures that may be relevant to the assessment of potential Concerns received from the Disclosure and Barring Service;

- 7.2.2.5 agree interim or permanent suspensions on behalf of Basketball England;
- 7.2.2.6 analyse any reports commissioned and determine whether any further actions are required including making any initial decisions regarding risk from the information received and determine how such risks are to be managed;
- 7.2.2.7 identifying patterns or trends within the types of Concerns reported and how they are dealt with;
- 7.2.2.8 advise generally on matters of safeguarding within Basketball England; and
- 7.2.2.9 consider referrals of individuals to the Disciplinary Team, the Disclosure and Barring Service and/or another Home Nation Association or the British Basketball Federation.

7.3 In fulfilling the duties and obligations contained within Section 7.2 above, the Case Management Group shall:

- 7.3.1 ensure that all deliberations and decisions are fair, open, transparent and Child and/or Adult at Risk focused. In any decision made by the Case Management Group, the welfare of the Child and/or Adult at Risk is the paramount concern and takes precedence;
- 7.3.2 accept the moral, legal and regulatory responsibility to provide a duty of care for Children and Adults at Risk to safeguard their wellbeing, and to protect them from Abuse;
- 7.3.3 behave in accordance with the expected standards of behaviour including those contained within the Code of Conduct and Ethics as in place from time to time;
- 7.3.4 respect and promote the rights, wishes and feelings of Children and Adults at Risk;
- 7.3.5 recognise that some Children and Adults at Risk may face additional barriers to getting help because of additional Vulnerabilities which could include their ethnicity, gender, age, religion, disability, sexual orientation, social background or culture. There should be awareness that these characteristics may mean that they are at greater risk of Abuse because of factors such as prejudice, discrimination, reduced ability to resist or report Abuse, communication barriers or myths based on stereotypes;
- 7.3.6 respond appropriately to any Concerns;
- 7.3.7 maintain the confidentiality of all those party to a Concern; and
- 7.3.8 accept and abide by all Applicable Laws, Data Protection Legislation, these Terms as well as all other applicable Basketball Laws as in place from time to time.

7.4 The Case Management Group will not:

- 7.4.1 replace the role and responsibility of the Safeguarding Team;
- 7.4.2 replace the role and responsibility of the statutory agencies. The Case Management Group will be notified of any action that is being taken by the statutory agencies investigating Concerns about the welfare or conduct of any individual referred; and
- 7.4.3 assume primacy in the management of Concerns that arise with potential cross-border Home Nation Association interest. To the extent required, such action will be supported by effective communication with the Home Nation Associations party to the Concern

and their respective safeguarding teams.

8. Historical Concerns

- 8.1 Reports of historical (i.e., non-recent) Concerns will be dealt with in the same manner as recent or current Concerns.

9. Data protection and confidentiality

- 9.1 All Concerns arising under Basketball England's Safeguarding Regulations and these Terms and in particular all personal information provided to Basketball England will be dealt with in strict confidence at all times in accordance with the provisions of Data Protection Legislation and Basketball England policies as in place from time to time.
- 9.2 So far as is practicable, confidentiality will be maintained at all times in respect of all those involved in any process arising under Basketball England's Safeguarding Regulations and these Terms unless there is an overriding obligation in the interests of those involved and safety for such information to be shared with other interested parties. Any such information shared shall be on a need-to-know basis only.
- 9.3 All information and data relating to a case will be treated as sensitive (safeguarding) information and Basketball England will ensure at all times that it is processed as such in accordance with applicable Data Protection Legislation. The information covered by this Section 9 will not be used for any purpose not contemplated in Basketball England's Safeguarding Regulations and these Terms and will not be disclosed to any third party save as is strictly necessary for the effective application and enforcement of Basketball England's Safeguarding Regulations and these Terms or otherwise as is required by law.
- 9.4 Basketball England will not comment publicly on the specific facts of a pending or decided case (as opposed to general descriptions of the process and science involved) except in response to public comments, where appropriate.

10. Miscellaneous

- 10.1 In no circumstances will Basketball England, the Safeguarding Team, Case Management Group, the Disciplinary Team, or any of Basketball England's employees, officers, agents, representatives, or other persons involved in the administration of Basketball England's Safeguarding Regulations and these Terms be liable in any way for any acts done (or omitted to be done) in good faith in connection with the administration of Basketball England's Safeguarding Regulations and these Terms.