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BASKETBALL ENGLAND APPEALS POLICY

JUNE 2023

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1. Introduction

- 1.1 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) 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**”). Basketball England is responsible for determining the competition framework for Basketball including the eligibility and participation criteria of its participants.
- 1.2 Basketball England has a duty of care to all Participants. The purpose of this document is to provide a clear, comprehensive, fair and equitable process by which Participants may appeal “**Decisions**”, reached by Basketball England and/or a party sanctioned by and/or falling under the jurisdiction of Basketball England in accordance with this “**Appeals Policy**” and its rules and regulations (“**Appeal**”). This Appeals Policy reflects Basketball England’s commitment to providing safe, fair, inclusive, and non-discriminatory opportunities for all Participants.
- 1.3 Basketball England undertakes to make available (on request) to Participants electronic copies of this Appeals Policy as amended from time to time. Electronic copies of this Appeals Policy 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 this, Appeals Policy; and/or (ii) any person requires this Appeals Policy in another form, for example, in braille or 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 this Appeals Policy 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 Interpretation

- 2.1 The following terms have the following meanings:

Affiliated Member: a Club or League sanctioned by and/or falling under the jurisdiction of Basketball England who have undergone the affiliation process;

Appeal Panel: an independent panel convened by Basketball England in accordance with its rules and regulations to act as the decision-making body to adjudicate the Appeal process in accordance with this Appeals Policy;

Appellant: the Participant bringing the Appeal;

Applicable Laws:	any and all: (i) 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 this Appeals Policy;
Anti-Doping Rules:	any and all WADA (including the WADA World Anti-Doping Code) and/or UKAD anti-doping regulations, rules, codes of practice and/or policies of any kind whatsoever in place from time to time;
Basketball England Integrity Team:	The Basketball England staff team responsible for integrity matters, including administration of appeals;
Basketball Rules:	the rules and regulations from time to time in force of Basketball England, national association or league under the auspices of the BBF and/or FIBA (including the FIBA Regulations) to the extent that they relate or apply to Basketball England and/or Participants;
BBF:	the British Basketball Federation. The BBF is the national NGB responsible for regulating within its jurisdiction athletes representing Great Britain in the sport of Basketball. The BBF is a Member Federation of FIBA;
Club:	a Basketball club sanctioned by and/or falling under the jurisdiction of Basketball England;
Competition Rules and Regulations:	the rules and regulations of a League or Competition;
Competitions Manager:	the Basketball England staff member with responsibility for the management of competitions;
Competitions Review Panel:	three members of Basketball England staff, with responsibility for the management of competitions;
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 General Protection Regulation (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 “sensitive personal information” have the meaning set out in, and will be interpreted in accordance with, such applicable laws;

Disciplinary Code: Basketball England’s disciplinary code as in place from time to time;

Discipline Officer: a person appointed by the Executive Board to be responsible for disciplinary matters related to misconduct arising in NBL competitions;

Eligibility and Participation Exemption Policy: Basketball England’s exemption and participation exemption policy as in place from time to time;

FIBA: the international federation (Fédération Internationale de Basketball Amateur) recognised by the International Olympic Committee for administering international competitions for Basketball;

FIBA Competition(s): events, tournaments and other international competition events under the jurisdiction of FIBA;

FIBA Regulations: the general statutes, internal regulations, other rules and regulations and decisions of FIBA in force from time to time;

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 from Basketball England;

HCA:	Home Country Associations, which are Basketball England, Basketball Scotland and Basketball Wales;
Independent Panel Member:	an independent member of the Appeal Panel. For the purposes of being selected to the Appeal Panel, “ Independent ” shall mean a person who at the time of their appointment (or at any time up to three years prior thereto): shall not be or have been a member of the Basketball England Board; shall not be or have been an employee, director or officer of, or affiliated with, nor have or have had a material relationship (business related or otherwise) with, Basketball England, the Appellant or the Respondent;
League:	a Basketball league sanctioned by and/or falling under the jurisdiction of Basketball England;
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 who from time to time participate in any activity sanctioned by and/or falling under the jurisdiction of Basketball England);
Member Federation:	a national governing body for Basketball which is a member of FIBA;
Minor:	a young person under the age of 18;
Officer:	any employee or volunteer connected to any organisation sanctioned by and/or

	falling under the jurisdiction of Basketball England;
Official:	referees, table officials, commissioners, observers, referee coaches and/or statisticians sanctioned by and/or falling under the jurisdiction of Basketball England;
Participant:	any Member, Officer, Official, Player, member of a Club, League or Regional Association sanctioned by and/or falling under the jurisdiction of Basketball England;
Player:	an individual who competes in Basketball under the jurisdiction of Basketball England;
Regional Association:	a local association with responsibility for regional activity sanctioned by and/or falling under the jurisdiction of Basketball England including North East, North West, Yorkshire, London, East, East Midlands, West Midlands, South, South East and South West regions;
Respondent:	the party or parties against whom the Appeal is brought;
Safeguarding Case Management Group:	A group appointed by Basketball England with responsibility for ensuring that Safeguarding matters are dealt with fairly and appropriately;
Safeguarding Policy:	Basketball England's safeguarding policy as in place from time to time;
Team:	a team of Players playing Basketball and representing a Club;
UK GDPR:	has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the DPA 2018;
UKAD:	the UK's national anti-doping organisation, which carries out the functions ascribed to such organisations in the WADA World Anti-Doping Code through implementation and management of the UK's national anti-doping policy;

WADA: the World Anti-Doping Agency;

Website: the official website of Basketball England from time to time.

2.2 References to “include” and “including” in this Appeals Policy are to be construed without limitation.

3. The Appeals Policy Objectives

3.1 Basketball England is committed to the inclusion of all Participants in Basketball.

3.2 The objectives of this Appeals Policy are to provide a comprehensive, fair and equitable process by which Participants may Appeal the Decisions reached by Basketball England and/or a party sanctioned by and/or falling under the jurisdiction of Basketball England.

4. Application of the Appeals Policy

4.1 This Appeals Policy came into effect on 23rd June 2023.

4.2 This Appeals Policy shall apply to all Participants.

4.3 This Appeals Policy shall not apply to:

4.3.1 investigations and/or decisions (including sanctions) under the jurisdiction of:

4.3.1.1 UKAD;

4.3.1.2 WADA;

4.3.1.3 FIBA (including those relating to FIBA Competitions);

4.3.1.4 the BBF;

4.3.1.5 Basketball Northern Ireland, Basketball Scotland and/or Basketball Wales;

4.3.1.6 Players involved in training camps, other activities, or competitions wholly within the jurisdiction of Basketball Scotland, Basketball Wales, Basketball Northern Ireland, the BBF and/or any other body outside of Basketball England’s jurisdiction;

4.3.1.7 Decisions by Officials made during games or at the conclusion of games. Such decisions and appeals are dealt with in accordance with Competition Regulations; and/or

4.3.1.8 Decisions reached by a party whose decision, (in accordance with the applicable rules and regulations under

which it is reached), is final, binding and incapable of challenge or change.

5. **Power to change, rescind or add to the provisions of the Appeals Policy**

- 5.1 In the event an issue arises that is not foreseen in this Appeals Policy, it will be addressed by Basketball England in a manner that protects and promotes the objectives identified in this Appeals Policy.
- 5.2 Basketball England is committed to reviewing this Appeals Policy periodically which may be amended from time to time by Basketball England.

6. **Laws**

The laws of England and Wales shall apply to this Appeals Policy.

7. **Participant Support**

- 7.1 Parents, or other persons with responsibility for Participants who are Minors understand and agree, in respect of the Minor for which they have legal responsibility, for the Minor as a Participant to be bound by all aspects of this Appeals Policy.
- 7.2 Any individual seeking information on the application of this Appeals Policy should contact Basketball England for assistance at integrity@basketballengland.co.uk

8. **Appeal Process**

- 8.1 Only a Participant directly subject to the Decision has the right to Appeal the Decision made against them in accordance with this Appeals Policy.
- 8.2 The Decision will remain in force unless an application is received from either party by the Appeal Panel for it to be set aside pending the outcome of the Appeal. This decision is at the sole discretion of the Appeal Panel.
- 8.3 Where a Participant wishes to Appeal a Decision under this Appeals Policy, they must lodge a written intention to Appeal with Basketball England ("**Notice of Intention**") within 72-hours of notification of the Decision being made, unless the appeal falls under 8.4.1.
- 8.4 Once the Notice of Intention has been lodged, the Participant must provide Basketball England with a written notice of Appeal (the "**Notice of Appeal**") in accordance with the following timeframes (timings taken from notification of the Decision being made) unless explicitly informed otherwise by Basketball England:
 - 8.4.1 2-days where a decision has been made relating to a discipline matter, by the Discipline Officer under Competition Rules and Regulations; or
 - 8.4.2 7-days where a decision has been made by the Competitions Manager, or Competitions Review Panel; or

- 8.4.3 14-days where a decision has been made under the Disciplinary Code or by the Safeguarding Case Management Group, or any other decision not specifically mentioned in this clause; or
- 8.4.4 28-days where a decision has been made in respect of a governing body endorsement.
- 8.5 Save for where the Appellant is Basketball England, in which case no “**Appeal Fee**” will be payable, the Notice of Appeal must be accompanied by the relevant Appeal Fee of **£250.00**, Or in the case of a Safeguarding Case Management Group decision **£100.00**.
- 8.6 The Appeal Fee must be received within 72-hours of Basketball England confirming receipt of the Notice of Appeal.
- 8.7 The Notice of Intention and Notice of Appeal together with any supporting documents, must be lodged with Basketball England’s Integrity Team via email at: integrity@basketballengland.co.uk
- 8.8 A Participant who wishes to be eligible to Appeal a Decision, as a condition to such eligibility, and subject always to the confidentiality provisions set out in this Appeals Policy shall:
 - 8.8.1 fully comply with this Appeals Policy;
 - 8.8.2 cooperate promptly and in good faith with Basketball England and any Appeal Panel in the discharge of their respective responsibilities under this Appeals Policy, including to provide them with all of the information and evidence they request;
 - 8.8.3 when providing information pursuant to this Appeals Policy provide accurate and complete information, and not provide any information in bad faith or for an improper purpose;
 - 8.8.4 to the fullest extent permitted and required under Data Protection Legislation and other laws of the United Kingdom (and any other applicable jurisdictions) consent to the collection, processing, disclosure, and use of information (including their sensitive personal information) as required to implement and apply this Appeals Policy effectively and efficiently; and
 - 8.8.5 follow the procedures set out in this Appeals Policy and not to bring any proceedings in any court or other forum that are not set out in this Appeals Policy.
- 8.9 If, in Basketball England’s discretion, a case arises that requires further consideration under this Appeals Policy, that matter will be dealt with in accordance with this Appeals Policy.
- 8.10 The Notice of Appeal must:
 - 8.10.1 state the date and details of the Decision against which the Appeal is lodged;

- 8.10.2 set out a statement of facts upon which the Appeal is based;
- 8.10.3 set out the grounds of Appeal and the reasons why it would be substantially unfair for the Appeal Panel not to alter the Decision this may include:
 - 8.10.3.1 information was ignored or not considered; and/or
 - 8.10.3.2 the process was tainted by reasonable bias or conflict of interest; and/or
 - 8.10.3.3 provisions of the procedure were not adhered to in a material fashion; and/or
 - 8.10.3.4 a Decision was made that no reasonable body could have reached.
- 8.10.4 where appropriate, apply for leave to present new evidence in accordance with paragraph 9 below.
- 8.11 Basketball England shall notify the Respondent of the Notice of Appeal as soon as practicably possible.
- 8.12 The Respondent shall serve a written reply to the Notice of Appeal (the “**Response**”) on the Appellant and the Appeal Panel in accordance with the deadline imposed by the Appeal Panel. Prior to the appointment of the Appeal Panel a deadline may be imposed by Basketball England.
- 8.13 In the event that further time is required, the Respondent must write to the Appeal Panel to request such an extension.
- 8.14 Where appropriate, the Response must include an application for leave to present new evidence in accordance with paragraph 9 below.
- 8.15 The Response shall include:
 - 8.15.1 the papers considered in relation to the original decision, unless already provided by the Appellant; and
 - 8.15.2 the response to the Notice of Appeal; and
 - 8.15.3 the response to any application by the Appellant to submit new evidence, if relevant.

9. **New evidence**

- 9.1 The Appeal Panel shall hear new evidence only where it has given leave that it may be presented. An application for leave to present new evidence must be made in the Notice of Appeal or the Response. Any application must set out the nature and the relevance of the new evidence, and why it was not presented at the original hearing. Save in exceptional circumstances, the Appeal Panel shall not grant leave to present new evidence unless satisfied (i) with the reason given as to why it was not, or could not have been, presented

at the original hearing and (ii) that such evidence is relevant. The Appeal Panel's decision shall be final.

- 9.2 Where leave to present new evidence has been granted, the other party will be given an opportunity to respond.

10. Preliminary matters

- 10.1 The Appeal Panel or the Chair if an Appeal Panel has not yet been convened may upon the application of a party or otherwise, give any instructions considered necessary for the proper conduct of the proceedings, including but not limited to:

10.1.1 extending or reducing any time limit;

10.1.2 amending or dispensing with any procedural steps set out in this Appeals Policy;

10.1.3 instructing that a transcript be made of the proceedings;

10.1.4 ordering parties to attend a preliminary hearing;

10.1.5 ordering a party to provide written submissions.

- 10.2 The decision of the Appeal Panel or Chair shall be final.

11. Appeal Panel Proceedings

- 11.1 Once an Appeal has been commenced, it shall not be withdrawn except by leave of the Appeal Panel or the Chair if an Appeal Panel has not yet been convened. Where an Appeal is so withdrawn, the Appeal Panel may make such order for costs, as it considers appropriate.

- 11.2 Upon receipt of the Notice of Appeal, Basketball England shall acknowledge the Notice of Appeal and proceed to appoint an Appeal Panel. Once appointed, Basketball England shall notify the Appellant and Respondent of the Appeal Panel members as soon as is practically possible.

- 11.3 If either wishes to object to the appointment of an Appeal Panel member the objection must be made in writing within 48-hours unless instructed otherwise by the Appeal Panel. The objection must include the basis of the objection. The Chair (unless the Chair is the subject of the objection in which case Basketball England shall decide), shall determine the matter and shall, if necessary, request that Basketball England appointment a replacement Appeal Panel member. If no such objection is received the identity of the Appeal Panel Members shall be deemed accepted by the parties.

- 11.4 For the avoidance of doubt, the Appellant and Respondent shall not approach, intimidate or influence any Appeal Panel member and/or third party involved in the Appeal.

- 11.5 All Appeals shall be by way of a review on documents only and shall not involve a rehearing of the evidence considered by the body appealed against.

The parties shall however be entitled to make oral submissions to the Appeal Panel in the following circumstances:

- 11.5.1 Where the Appeal Panel gives leave to present new evidence under paragraph 9 above; or
 - 11.5.2 Appeals against a decision made under the Disciplinary Code, or by the Safeguarding Case Management Group; or
 - 11.5.3 Appeals against a decision made under Competition Rules by the Discipline Officer, Competitions Manager or Competitions Review Panel, or any other decision not specifically mentioned, an application to attend to make oral submissions can be made by the Appellant and/or Respondent and will be decided at the sole discretion of the Chair. All such requests must be made at the time of lodging the Notice of Appeal or Response; or
 - 11.5.4 The Appeal Panel, at their sole discretion, may invite submissions (either written or oral) from any other party it deems reasonable, proportionate and appropriate.
- 11.6 The following procedures shall be followed at an Appeal where oral submissions are made unless the Appeal Panel thinks it appropriate to amend them:
- 11.6.1 the Appellant to address the Appeal Panel, summarising its case;
 - 11.6.2 any new evidence to be presented by the Appellant will be considered, if accepted by the Appeal Panel, and any witnesses included as part of the new evidence may be questioned and cross examined by all parties;
 - 11.6.3 the Respondent to address the Appeal Panel, summarising its case;
 - 11.6.4 any new evidence to be presented by the Respondent will be considered, if accepted by the Appeal Panel, and any witnesses included as part of the new evidence may be questioned and cross examined by all parties;
 - 11.6.5 the Appeal Panel may put questions to the parties and any witness giving new evidence at any stage;
 - 11.6.6 the Respondent to make closing submissions;
 - 11.6.7 the Appellant to make closing submissions;
 - 11.6.8 the Appeal Panel will then retire to consider the merits of the Appeal.
- 11.7 The Appeal Panel may, in the event of a party failing to comply with an order, requirement or instruction of the Appeal Panel, take any action it considers appropriate, including an award of costs against the offending party.

- 11.8 The Appeal Panel may postpone an Appeal for such period and upon such terms (including an order as to costs) as it considers appropriate.
- 11.9 A request by the Appellant and/or Respondent for a postponement will be considered by the Appeal Panel if such a request is for a good reason and substantiated. The Appeal Panel may, in its absolute discretion, grant a postponement although the Appeal Panel retains the right to proceed in the absence of any party, unless it is satisfied that there are reasonable grounds for the failure of the party to attend, and shall do so in such manner as it considers appropriate.
- 11.10 The Appellant and Respondent may be accompanied at the meeting by any person of their choice, excluding Basketball England employee's. Those accompanying the Appellant and/or Respondent shall attend as observers only and shall not have a right to address the Appeal Panel or participate in the proceedings in any capacity.
- 11.11 The Appellant and Respondent are entitled to representation, legal or otherwise. Basketball England must be notified of any intention to have representation present no later than 7-days prior to the meeting. The availability of a representative will not generally be accepted as a reason to delay or postpone the meeting. The Appellant and Respondent will be solely responsible for all representation costs that they may incur.

12. **Appeal Panel Decisions**

- 12.1 A decision, order, requirement or instruction of the Appeal Panel shall be determined by a majority. Each member of the Appeal Panel shall have one vote, save that the Chair shall have a second and casting vote in the event of deadlock.
- 12.2 The Appeal Panel shall notify the parties of its decision (with supporting reasons) in writing as soon as practicable (the "**Appeal Decision**"). Where the Appeal Decision relates to a time sensitive matter for example a competition deadline or date, the Appeal Panel will endeavour to expedite this process and provide the Appeal Decision in accordance with the relevant overarching timeframes.
- 12.3 Unless the Appeal Panel directs otherwise, the Appeal Decision shall come into effect immediately.
- 12.4 The Appeal Panel shall have power to:
- 12.4.1 allow or dismiss the Appeal and uphold the Decision;
 - 12.4.2 dismiss the Appeal and make any decision that was open to original decision-maker, which includes the ability to increase, decrease or vary the Decision;
 - 12.4.3 where appropriate quash any penalty and/or to substitute for it any other sanction it may think fit;
 - 12.4.4 remit the matter for re-hearing;

- 12.4.5 order that any Appeal Fee be forfeited (in part or full) or returned as it considers appropriate;
 - 12.4.6 make such further or other order as it considers appropriate, generally or for the purpose of giving effect to its decision;
 - 12.4.7 order that any costs, or part thereof, incurred by the Appeal Panel be paid by either party or be shared by both parties in a manner determined by the Appeal Panel.
- 12.5 Decisions of the Appeal Panel shall be final and binding and there shall be no right of further challenge, except in relation to appeals concerning the amount of costs any party is ordered to pay by the Appeal Panel.
- 12.6 An Appeal on the quantum of costs will be heard by a different Chair sitting alone and on correspondence only. Any Appeal on the quantum of costs must be submitted within 14 days of the Appeal Decision.

13. **The Appeal Decision**

The Appeal Decision shall be communicated to all appropriate third parties as determined by Basketball England (for example, FIBA, the BBF, WADA and/or UKAD) for the purpose of enforcement and education. Where appropriate, confidentiality will be maintained unless there is an overriding obligation for such information to be shared with other interested parties. Information may be shared publicly in accordance with the Basketball England Publications Policy.

14. **Appeal Panel**

- 14.1 The “**Appeal Panel**” shall hear and decide all Appeals unless such an Appeal is expressly excluded under this Appeals Policy.
- 14.2 The Appeal Panel shall comprise of a minimum of three representatives which shall include at least two Independent Panel Members (e.g., a legal or medical representative) and at least one Basketball representative; all of whom shall possess the appropriate expertise. Basketball England shall select one member from the Appeal Panel at its discretion to act as Chair. The Appeal Panel shall not consist of any members of the Basketball England Board. Where an Appeal relates to a time sensitive matter, a Chair sitting alone may be appointed by Basketball England to consider the Appeal. Any Chair sitting alone must be an Independent Panel Member. Any objection, by either party, to a single Chair instead of a three-person panel must be raised as a preliminary matter.
- 14.3 A person shall not be deemed to be competent to serve on the Appeal Panel if the member doubts their ability to be impartial or believes there to be a materially conflicting interest in the proceedings, they shall declare it as soon as possible, and unless all parties waive it and request the member to act, then the member shall withdraw completely from the proceedings.

- 14.4 In the event that a member withdraws from the Appeal Panel, then the Chair (or in its absence, its nominee) shall appoint another to fill any vacancy that arises on the Appeal Panel prior to the Appeal commencing.
- 14.5 Where a vacancy or vacancies occur after the commencement of the Appeal process, the process shall cease and a new Appeal Panel shall be freshly constituted, unless the parties consent to the remaining members continuing.

15. Disqualification of Appeal Panel Members

- 15.1 The appointment of an Appeal Panel member shall cease if:
- 15.1.1 by notice in writing to the Chair, they resign from the Appeal Panel; or
 - 15.1.2 if being a Solicitor, Barrister or medical professional, they are struck off the Roll of Solicitors or suspended from practice by the Solicitors Disciplinary Tribunal or disqualified, suspended or struck off by the Bar Council or the relevant professional medical body (as the case may be), for any reason; or
 - 15.1.3 they become bankrupt or make any arrangement or composition with their creditors generally; or
 - 15.1.4 being a director, they cease to hold office as director of any company by reason of any order made under the Company Directors Disqualification Act 1986, as amended from time to time; or
 - 15.1.5 they die or become incapable by reason of mental disorder, illness or injury of managing and administering their own affairs; or
 - 15.1.6 they are the subject of a decision of Basketball England, FIBA or an HCA that they be suspended permanently or for a specified period from taking part in Basketball related activity pursuant to any applicable disciplinary or safeguarding provisions under the Basketball Rules (as appropriate); or
 - 15.1.7 they are convicted of any criminal offence other than any minor motoring or similar offence that cannot reasonably damage the reputation of the Appeal Panel or Basketball England.

16. Data Protection and Confidentiality

- 16.1 All cases arising under this Appeals Policy and in particular all Participant information provided to Basketball England under this Appeals Policy 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.
- 16.2 So far as is practicable and appropriate, confidentiality will be maintained at all times in respect of all those involved in any process arising under this Appeals Policy unless there is an overriding obligation in the interests of Basketball England, the BBF, FIBA and/or the Participant and safety for such

information to be shared with other interested parties. Information may be shared publicly in accordance with the Basketball England Publications Policy.

- 16.3 All medical information and data relating to a Participant will be treated as sensitive personal information and the Panel will ensure at all times that it is processed as such in accordance with applicable Data Protection Legislation. The information covered by this Section will not be used for any purpose not contemplated in this Appeals Policy and will not be disclosed to any third party save as is strictly necessary for the effective application and enforcement of this Appeals Policy or otherwise as is required by law.
- 16.4 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 attributed to the Participant involved or their representatives.
- 16.5 The Appeal Panel will be required to sign an appropriate conflict of interest declaration and confidentiality undertaking in relation to their work carried out pursuant to this Appeals Policy.

17. **Costs**

- 17.1 Save where otherwise provided, any costs incurred:
 - 17.1.1 in bringing or defending an Appeal will be borne by the party incurring the costs; and
 - 17.1.2 by an Appeal Panel, which are considered by the Chair of the Appeal Panel to be appropriate, may be ordered to be paid in full or in part by either party (such costs may include, but are not limited to, the costs of the Appeal Panel and related expenses).

18. **Miscellaneous**

In no circumstances will Basketball England, the Appeal Panel, or any of Basketball England's employees, officers, agents, representatives, or other persons involved in the administration of this Appeals Policy be liable in any way for any acts done (or omitted to be done) in good faith in connection with the administration of this Appeals Policy.