

DISCIPLINARY RULES AND PROCEDURES
SCOTTISH ANGLERS NATIONAL ASSOCIATION LIMITED

1 Introduction and General Principles

The purpose of these Disciplinary Rules and Procedures (the “Rules”) is to ensure justice in disciplinary proceedings and to provide a framework within which decisions relating to the SGB (hereinafter defined) can be made in a fair, consistent, independent and expeditious manner and in accordance with the requirements of natural justice. It is the policy of the SGB to ensure that any disciplinary matters are dealt with fairly, that steps are taken to establish the facts and that there is an entitlement to a fair and reasonable hearing within a reasonable time by an independent and impartial body.

2 Definitions and Interpretation

In these Rules the following terms shall have the following meanings:-

“Articles” means the articles of association of the SGB from time to time in force;

“Board” means the board of directors from time to time of the SGB;

“Chair” shall mean the chair of the DC appointed in accordance with these Rules;

“DC” means the Disciplinary Committee appointed in terms of Clause 3;

“Director” means any person appointed as a director of the SGB;

“Investigator” means a person appointed by the DC or by Sport Resolutions in accordance with Clause 6;

“Member” means any member of the SGB admitted to membership in accordance with the Articles or otherwise in accordance with the rules of the SGB;

“Person” means a Member or any member, director, official, employee, contractor, worker, agent, volunteer or representative of a Member or/ individual member of a club, association or league affiliated to a Member and any other person involved in or connected to the SGB or the Sport in Scotland;

“Respondent” means the person or persons against whom a disciplinary claim is made or disciplinary proceedings are brought or intended to be brought under the terms of these Rules;

“Rules of the Sport” means these Rules and any other rules, bye-laws or regulations issued or adopted by the SGB or any other rules binding on any Member or Person under the auspices of the SGB or any rules, bye-laws or regulations issued or adopted by the World Governing Body;

“SGB” means Scottish Anglers National Association Limited , a company incorporated under the Companies Acts (Company Number: SC 295257) and having its registered office at National Game Angling Centre, The Pier, Loch Leven, Kinross, Perthshire, KY13 8UF;

“Sport Resolutions” means Sports Dispute Resolution Panel Limited a company incorporated in England/Wales (Company Number 3351039) and having its registered office at 107-111 Fleet Street, London, EC4A 2AB;

“Sport” means the sport of Angling over which the SGB is the Scottish Governing Body; and

“World Governing Body” means the world governing body of the Sport (if any).

3 Formation of the Disciplinary Committee

- 3.1 In the event that the DC has not been formed on receipt of Notice under Clause 4 below, the Board shall ensure that the DC is appointed in accordance with these Rules as soon as reasonably practicable after the receipt of Notice and in any event within 30 days of the receipt of the Notice.
- 3.2 The DC shall be headed by a Chair who shall, subject to the provisions of Clause 3.5, be appointed by the Board and who shall not be a Director of the SGB. The position of the Chair shall be held for an initial period of three years provided that the Board shall be entitled to remove the Chair after a period of one year. At the end of the initial three year period the Board shall be entitled to re-appoint the Chair for such further period as is deemed appropriate in the opinion of the Board such period not exceeding three years. Following the end of such a period the Chair shall not be eligible to sit on the DC for a period of 24 months.
- 3.3 The DC shall consist, in addition to the Chair, of two appropriately qualified and/ or experienced individuals. The members of the DC other than the Chair will, subject to the provisions of Clause 3.5, be appointed by the Board for an initial period of three years provided that the Board shall be entitled to remove any member of the DC after a period of one year. At the end of the initial three year period the Board shall be entitled to re-appoint any member of the DC for such further period as is deemed appropriate in the opinion of the Board such period not exceeding three years. Following the end of such a period the member shall not be eligible to sit on the DC for a period of 24 months. The members of the DC (including the Chair) shall not be Directors or any person who is a family member of or has a legal or business link to any Director. The Chair of the DC may ask each Member to supply a list of persons competent in judicial and/or sporting matters to be considered for appointment to the DC.
- 3.4 The Chair of the DC manages the DC and shall sit on the DC. The Chair’s responsibility is to control the development and regularity of the procedures and to take appropriate measures to ensure the fair operation of all disciplinary and appeals processes relating to the SGB.
- 3.5 A party may challenge the appointment of any member of the DC (including the Chair) where there are justifiable doubts as to the member’s impartiality or independence or where the party raises any other valid and material objection(s). If a party intends to challenge any appointment that party shall, within 7 days of the Commencement Date or notification of the members of the DC to the party, or any appointment or change in a member of the DC, provide in writing to the Board and to Sport Resolutions the reasons why that party is challenging the position of the member of the DC. Sport Resolutions shall determine the outcome of the challenge in accordance with Sport Resolutions’ procedures and rules and, if the challenge is upheld, shall appoint another member in place of the relevant member of the DC. Any decision of Sport Resolutions under this Clause 3.5 shall be final and binding on the parties.
- 3.6 If any member of the DC after appointment dies, resigns, is removed or refuses to act the Board shall appoint another member to the DC in his place (to act as Chair if the circumstances require) and shall so inform the parties and any remaining members of

the DC within 14 days of such appointment. For the avoidance of doubt the provisions of Clause 3.5 above shall apply to any member appointed under this Clause 3.6.

4 **Notice of a Disciplinary Matter**

- 4.1 Any person (including the Board) wishing to raise a matter under these Rules shall submit to the DC (or, in the event that the DC is not formed, to the Board) a written notice to use these Rules containing (collectively referred to as the "Notice"):
- 4.1.1 the names, address and relevant contact details of all parties relating to the disciplinary matter and notification if any person involved is under the age of 18;
 - 4.1.2 a statement describing the nature and circumstances of the dispute or disciplinary matter;
 - 4.1.3 copies of all documents upon which the person is relying or relevant to the disciplinary matter; and
 - 4.1.4 confirmation of the Rules of the Sport (if any) that have allegedly been breached.
- 4.2 The date of receipt by the DC (or, in the event that the DC is not appointed, the Board) of the Notice shall be the date of commencement of the disciplinary procedure under these Rules (the "Commencement Date").
- 4.3 The DC shall notify the Respondent in writing of receipt of the Notice and shall confirm all details included in the Notice together with the names of the members of the DC to the Respondent as soon as reasonably practicable following receipt of the Notice.

5 **Referral to Sport Resolutions**

- 5.1 The DC may at any time following the Commencement Date, refer the disciplinary matter in question to Sports Resolutions to deal with either through the mediation or arbitration procedure of Sport Resolutions or any procedure or process of Sport Resolutions in place from time to time.
- 5.2 In the event that a matter is referred to Sport Resolutions all Members and Persons shall be bound by and shall adhere to the rules of Sport Resolutions from time to time.
- 5.3 In accordance with Clause 12.3 of these Rules and in accordance with the Sport Resolution rules the decision of Sport Resolutions shall be final and binding on all parties.
- 5.4 The costs of the parties and of Sport Resolutions in relation to any such referral shall be met in accordance with the rules of Sport Resolutions in place from time to time.

6 **Investigations into a Disciplinary Matter**

- 6.1 Without prejudice to its right to conduct its own investigations, the DC may appoint an Investigator, not being a member of the DC and who is not connected to the circumstances of the disciplinary matter or any party involved in it and is not a member of the Board, to undertake a preliminary inquiry into the facts of the case in question and to provide a report to the DC on the case, such report to be provided by the Investigator to the DC within 30 days of request or such other period as the DC may specify. In the event of any challenge by any party to the disciplinary matter (such challenge to be made within 14 days of the appointment of the Investigator being intimated to the parties) as

to the independence or impartiality of the Investigator appointed by the DC the DC shall terminate the appointment of the original Investigator and request Sport Resolutions to appoint another Investigator. The decision of Sport Resolutions on the identity of the Investigator shall be final and binding on all parties.

- 6.2 The DC or any Investigator appointed by the DC or Sport Resolutions under Clause 6.1 above can proceed with any investigation, interview or correspondence for the purpose of obtaining necessary information prior to taking appropriate action in response to any request to act under Clause 4.1, on the receipt of a complaint from the Board, a Member or Person or any third party (whereupon the DC shall determine the acceptability of the request at its entire discretion) or on its own initiative. The Board, all Members and all Persons shall provide all such information necessary and reasonably requested by the DC or any Investigator in order to enable it to carry out its functions. The purpose of an investigation is to establish a fair and balanced view of the facts relating to any disciplinary allegations. The Board, all Members and all Persons involved in the disciplinary matter must co-operate fully and promptly in any investigation.
- 6.3 In cases of certain gravity, the DC may decide upon the provisional suspension from the SGB and/or any event or competition of the SGB of the Respondent until the case is heard by the DC or referred to Sport Resolutions. While suspended the Respondent shall not participate in any activity related to the Sport (including competition or coaching) and, if requested by the DC, shall not attend at any property of the Member concerned, the SGB or any other body associated with the Sport.
- 6.4 Once all investigations have been carried out by the DC or any Investigator, the DC shall determine whether the disciplinary matter needs to be taken any further or whether the matter should be referred directly to Sport Resolutions in accordance with Clause 5. If disciplinary action is to be taken by the DC, the DC shall fix reasonable deadlines for the procedural stages of the matter which shall be issued to the parties concerned for guidance only. If disciplinary action is to be taken the DC shall inform the Respondent(s) in writing of the allegations against them, the basis for these allegations and the initial findings from the investigation within 14 days of the completion of the investigation.

7 Jurisdiction of the Disciplinary Committee

- 7.1 The DC may act:-
- 7.1.1 as an appeal body in the event of a suspension or expulsion of a Member or Person from the SGB or in relation to any other dispute arising between a Member or Person and the SGB; and/or
- 7.1.2 in the event of any breach of the Rules of the Sport by any Member or Person; and/or
- 7.1.3 in any disciplinary matter which relates to the affairs of the SGB or of the Sport on the request of the Board (notwithstanding that such matter has not previously been adjudicated upon by the Board) or on request of a third party (including any Member or Person).
- 7.2 For the avoidance of doubt the DC shall not act in relation to any policy matters that have been determined by the Board in relation to the Company that are not disciplinary matters, in relation to any employment or anti-doping matters, in relation to competition matters under the auspices of Scottish Anglers National Association Competition Clubs

Limited (or any successor body) or in relation to any matter that has been referred to Sport Resolutions (unless it is otherwise determined by the DC in its entire discretion).

7.3 The DC is competent in disciplinary matters and these Rules shall apply to all Members and Persons. The DC shall have power and competence to resolve all conflicts and disputes between Members, Members and Persons and all conflicts, disputes or matters arising between Members or Persons and the SGB in all cases insofar as relevant to the Sport and provided that the matter is a disciplinary matter which falls under the jurisdiction of the DC under the terms of these Rules. For the avoidance of doubt these Rules shall apply to, and the DC shall have jurisdiction in relation to, all Persons notwithstanding that a Person is not a member of the SGB.

7.4 The DC shall not deal with disciplinary matters where the World Governing Body has jurisdiction in accordance with its rules (unless it is otherwise determined by the DC).

8 Proceedings of the Disciplinary Committee

8.1 The DC shall conduct the proceedings of any disciplinary matter in such manner as it considers fit. The DC shall act in accordance with these Rules, any other applicable rules or regulations and the Rules of the Sport. Any decision of the DC in relation to the conduct of proceedings shall be consistent with its duties at all times to act fairly and impartially, to allow the parties reasonable opportunity to put their respective cases and to deal with that of their opponent and to avoid unnecessary delay or expense, so as to provide a fair and efficient means for resolving the dispute.

8.2 In general the proceedings of the DC will be presented in writing and information exchanged between the parties may be through all media including fax and email. However the Chair of the DC may decide to call those concerned in any case in person before the DC and the Respondent has the right to request a hearing. If this is the case the persons concerned will be given as much notice as reasonably practicable and shall be given written notice of the date, time and place of the meeting of the DC and shall be afforded a reasonable opportunity to be heard at the hearing. All parties shall submit all relevant information, correspondence and documents upon which they wish to rely to the DC not less than 14 days prior to the hearing and the DC shall disclose all such information, documentation and correspondence to the other party prior to the hearing (and no later than 7 days prior to the hearing).

8.3 The DC shall be entitled to call upon, receive and consider such evidence as it thinks appropriate. The DC may require the attendance at a hearing of any person. In any case where a person required by the DC to attend a hearing refuses or fails to attend, the DC may adjourn the hearing, proceed with the hearing in the absence of that person, allow or refuse to allow the evidence of that person or allow their evidence to be given in any other form. For the avoidance of doubt nothing in these Disciplinary Rules shall prevent the DC from determining the matter in question without the person concerned present.

8.4 At their own request and at their own expense those concerned will have the right to be heard by the DC alone or through a lawyer or a third party provided that they shall notify the DC at least 14 days (or any shorter period agreed to by the DC) in advance of any hearing of the identity of any such lawyer or third party.

8.5 When the DC decides to have hearings these will not be public and only members of the DC and the parties concerned (together with their duly appointed representatives) shall be entitled to attend. The deliberations of the DC shall be held in private.

- 8.6 Where disciplinary proceedings are taken against more than one Respondent as a result of an incident or incidents occurring at or in connection with the same competition or circumstances, any such proceedings may be heard together, where the Chair of the DC so determines, provided that there is no manifest prejudice to anyone against whom such proceedings are taken.
- 8.7 All minutes of any meeting of the DC will be signed by the Chair of the DC.
- 8.8 The decision and/or sanction of the DC shall be in writing and shall be dated and signed by the DC, and shall state the reasons on which it is based. Notification of the decision and/or sanction of the DC will be sent to those concerned in such manner that receipt can be proven (provided that it shall be considered sufficient that notification is sent to the persons concerned at their last known address) as soon as reasonably practicable following the determination of a matter and in any event not later than seven days following the determination of a matter.
- 8.9 The DC meetings will be convened and called for by the Chair or upon request of any member of the DC, or the Board in either case by the provision of reasonable notice (such notice not being less than 7 days) to the members of the DC. Meetings of the DC shall be held at a location in Scotland determined by members of the DC.

9 Witnesses or Experts

- 9.1 If any party wishes to call a witness or expert before the DC they must notify the other parties as soon as practicable and no later than 14 days (or any shorter period agreed to by the DC) in advance of the identity of any witnesses or experts they wish to call and, if the DC requires it, each party shall disclose the subject matter and content of the evidence on which each such witness or expert will be relying and how their evidence relates to the points at issue. The DC shall have the power to decide (acting reasonably and in the interests of natural justice) whether such witness or experts shall be required to attend or be called to give evidence at any hearing.
- 9.2 The DC may question a witness or expert at any stage and shall control the questioning of a witness or expert by the other parties.
- 9.3 The fees and expenses of any witness or expert shall be met in accordance with the provisions of Clause 16 below.

10 Voting of the Disciplinary Committee

- 10.1 Each member of the DC shall have one vote. Decisions of the DC on any case shall be determined by a majority vote and if there is an equality of votes the Chair shall have a second and casting vote. If any member of the DC is unable to vote on any matter the Board shall use all reasonable endeavours to appoint an alternative member to the DC to vote on the matter in accordance with the terms of these Rules.
- 10.2 The DC shall have due regard to natural justice at all times and the standard of proof in all questions for determination by the DC shall be proof on the balance of probabilities.

11 Sanctions of the Disciplinary Committee

- 11.1 The disciplinary penalties open to the DC to impose on all Members and Persons include but are not limited to:

- 11.1.1 Warning: a warning may be given by the DC for a minor act of misconduct where no other warnings have been given to the Member or Person in question. A warning may set out the nature of the misconduct, the change of behaviour required and (if possible) the likely outcome of further misconduct.
 - 11.1.2 Reprimand: a reprimand may be given in a case which is more serious than a minor act of misconduct or where previous warnings have been issued to the Respondent. The reprimand may set out the nature of the misconduct, the change of behaviour required and (if possible) the likely outcome of further misconduct.
 - 11.1.3 Sport Penalties: any such penalties shall be at the entire discretion of the DC to determine as appropriate in the circumstances and may include a temporary ban for the Respondent from participation in competition or any course or activity associated with the Sport;
 - 11.1.4 Financial Penalties: any such penalties shall be at the entire discretion of the DC to determine appropriate in the circumstances and may include a fine on any Person or Member;
 - 11.1.5 Suspension: the Respondent may be suspended from membership of the SGB and or from membership of any Member and/or from participation in the Sport in a case of serious misconduct or suspected serious misconduct or where in the opinion of the DC (in their entire discretion) the suspension of the Respondent is required in order to secure the safety of any persons involved in the Sport or the integrity or good reputation of the Sport;
 - 11.1.6 Expulsion: the Respondent may be expelled from membership of the SGB and/or from participation in the Sport where the Respondent has been determined by the DC (in their sole discretion) to be guilty of serious misconduct or where in the opinion of the DC in their entire discretion, the expulsion of the Respondent is required in order to secure the safety of any persons involved in the Sport or the integrity or good reputation of the Sport.
- 11.2 The DC can impose any such measures as it deems necessary on the Respondent to ensure that the matter concerned is not repeated, the safety of those involved in the Sport is protected and that the integrity and good reputation of the Sport is maintained. The DC may impose more than one sanction in relation to a disciplinary matter at its entire discretion. The DC and the SGB shall retain a record of all sanctions and decisions made by the DC.
- 11.3 When determining any sanctions the DC shall, without limitation, have regard to:
- 11.3.1 the seriousness, size and nature of the disciplinary matter;
 - 11.3.2 the extent to which the disciplinary matter was deliberate or reckless;
 - 11.3.3 the general compliance history of the Respondent, and any specific history of the disciplinary matter in question; and
 - 11.3.4 the responsiveness and conduct of the Respondent in relation to the disciplinary matter in question.

- 12.1 Any party to a disciplinary matter may appeal a decision or sanction of the DC for the determination of Sport Resolutions within 21 days of the date the decision of the DC is notified to them.
- 12.2 Any such appeal must be made in writing within the timescale set out in Clause 12.1 to Sport Resolutions to a tribunal of arbiters appointed in accordance with the Appeal Arbitration Procedure and in accordance with any rules of procedure laid down by Sports Resolutions from time to time.
- 12.3 In the event of an appeal being made to Sport Resolutions whether under this Clause 12 or under Clause 5, the decision of Sport Resolutions shall be final and binding on all parties (including any party claiming through or under them) in accordance with the terms of the Sport Resolutions rules and the parties agree by submitting a matter to Sport Resolutions, to waive irrevocably their right to any other appeal, review, or recourse to any court or other judicial authority, subject to any applicable statutory or other rights.

13 **Conduct and Conflicts of Interest**

The members of the DC cannot take part in any instance or case where they have a conflict of interest or where members of their own federation, association or club, their family or persons having a legal or business link with them are involved. It is the responsibility of each member of the DC to withdraw from a case when a conflict of interest is apparent. In this instance the Board will appoint another member to the DC on a pro tem basis in accordance with the provisions of Clause 3.1. Should the Chair have a conflict of interest and be obliged to withdraw, the Board will elect another member of the DC as Chair for the purposes of the case in question. Every member of the DC shall be independent, impartial, suitably qualified and capable and shall not act as an advocate for any party.

14 **Timescale**

The members of the DC will make every reasonable effort to resolve all matters in their hands within a reasonable time and in any case within a period of from the Commencement Date.

15 **Amendments to these Rules**

Amendments to these Rules must be approved by the SGB in accordance with their Articles and any other relevant rules of the SGB.

16 **Costs**

- 16.1 The DC may impose in its rulings a finding as to the payment of the DC's reasonably and properly incurred costs. When acting to resolve conflicts between Members or Persons it may rule that one or both parties should bear the costs and in what proportion.
- 16.2 The parties shall each be responsible for their own legal and other costs unless the parties otherwise agree or unless the DC otherwise directs or unless any applicable Rules of the Sport otherwise provide. The DC shall also have the power unless the parties otherwise agree or any applicable regulations otherwise provide to order that all or part of the legal costs and any other costs incurred by a party be paid by another party.

- 16.3 Any costs incurred in connection with a referral or appeal made to Sport Resolutions shall be met in accordance with the rules of Sport Resolutions in place from time to time and as determined by Sport Resolutions.

17 **Confidentiality**

- 17.1 Subject to the provisions of these Rules, the proceedings of the DC shall be confidential. The parties and the DC undertake to keep confidential all documents and other materials produced for the purpose of the disciplinary matter by any party and/or participant in the disciplinary matter except to the extent that disclosure may be required by a legal duty, to pursue or protect a legal right, to enforce or challenge an award in bona fide legal proceedings or that such documents may already be in the public domain (otherwise than in breach of this undertaking).
- 17.2 Notwithstanding Rule 17.1, the DC and/or the SGB may publish the DC's award or decision and its reasons unless the parties agree prior to the DC making its award or decision that they should remain confidential. In the case of any disciplinary matter conducted under these Rules the DC and/or the SGB may publish generic, non-identifying information in relation to the findings of the DC.

18 **Applicable Law**

- 18.1 These Rules shall be governed by and construed in accordance with the law of Scotland.
- 18.2 Any application under these Rules to Sport Resolutions shall be governed by the law of Scotland and the rules of Sport Resolutions shall be construed accordingly.
- 18.3 Any arbitration or appeal carried out under the rules of Sport Resolutions or otherwise shall be carried out in Scotland under the law of Scotland at a location to be agreed between the parties and in the absence of agreement determined by Sport Resolutions and the rules of Sport Resolutions shall be construed accordingly.

These Rules should be read in conjunction with the Memorandum and Articles of Association of the SGB and all other rules and regulations published by the SGB.



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