



KENT EXILES AFC "Code of Conduct"

Preamble

1. This document constitutes the Code of Conduct ('the Code') for the Kent Exiles American Football Club ('the Kent Exiles' or 'the Club', unless otherwise stated).
2. The Code was first enacted by the Club on 3rd November 2007. This is version 1 of the Code, updated on 3rd November 2007. Version details are provided at the end of this document.
3. This code does not apply retrospectively to any actions or behaviour prior to the date of enactment.
4. Every effort has been made to ensure that this document is both comprehensive and easy to read. Every effort has been made to ensure that this Code is easy to engage with. Where requested to submit something 'in writing' this should be taken to include by post in hard copy, in person in hard copy, or by email (whereby receipt and the timing of receipt will be confirmed by the recipient).
5. Comments and requests in relation to this document should be made in writing to the Club Committee via the Chairman, Secretary or Player Representative. All such representations will be given due consideration, and changes enacted by the Committee on the basis of a majority decision.
6. Additional copies of these code can be provided upon request, and the code can be downloaded from: http://www.kentexiles.co.uk/uploads/codeofconduct_v1.pdf

Aims of the Code

7. The Code aims to ensure the equal, equitable, safe and healthy running of the Club. This code is intended as a positive framework to ensure that all members of the club are afforded every opportunity to succeed, to ensure equal opportunities to all members, and to ensure safety and well-being both on and off the field. This code (and specifically the 'Terms of the Code') represents the desire of the Club to support its members.
8. The Code is designed to operate on a day-to-day basis, as distinct from the Club Constitution. For example, this Code does not cover the payment of subscription fees for membership or any matters relating to the structure or organisation of the Club.
9. The intended purpose of this code is to make all individuals aware of acceptable, expected and unacceptable behaviour and actions BEFORE transgressions (or 'breaches') occur.
10. This Code also provides a framework for making decisions to ascertain whether a breach of the Code has occurred. Where a breach of the Code is judged to have occurred, this Code provides a framework for determining and ensuring compliance with the course of action deemed most appropriate.

11. This Code is considered subsidiary to the British American Football League ('BAFL') League Regulations (April 2007). In cases of conflict, the BAFL League Regulations take precedence. In turn, these regulations are subsidiary to any relevant British American Football Association ('BAFA') Regulations.

Who the Code applies to

12. The Code is universally and unilaterally binding upon all individuals formally registered by the Club as belonging to the Club. This is defined as being registered with the BAFA ('Members of the Club') as affiliated to the Club. This specifically includes committee members, coaches, players, and sideline personnel, but may also apply to those assisting the club in any capacity and at any time. If individuals are unsure as to whether the Code applies to them, they are encouraged to submit a request for clarification. This request should be made in writing to the Club Committee via the Chairman, Secretary, or Player Representative.
13. By registering for the Club, individuals agree to recognise the Code. This includes individuals 're-registering' after the period at which the Code is adopted.
14. By registering for the club, individuals agree to uphold the Code, its terms and its underlying ethos of appropriate behaviour and action towards the Club, members of the Club, and all others whilst representing the Club.
15. By registering for the club, individuals agree to recognise the judgements made through the Code processes (notably paragraphs 26-40), and to recognise and abide with any compliance actions resulting from those processes (notably paragraphs 41-43).

Terms of the Code: Defining a Breach

16. The following paragraphs consider potential breaches of the code of conduct under the following categories:
- a. General ethos
 - b. Safety
 - c. Breach of either the Players' or Coaches' Charter
 - d. Behaviour – on field
 - e. Behaviour – off field
 - f. Substance abuse
 - g. Damage to club reputation or standing, or misrepresentation of the club
 - h. Representation of the club to others
 - i. Damage to the integrity of club sponsors, or their sponsorship of the club
 - j. Any other deemed misconduct (gross or otherwise)
17. General ethos – the Club will not tolerate any abuse (physical, verbal or otherwise) by its members on the basis of sex, racial heritage, skin colour, age, physical or mental ability, sexual orientation, religion or other such creed. This applies to, but is not restricted to, actions directed towards other members of the Club, supporters, match officials, members of other clubs ('opponents', or otherwise), their supporters, or any other individuals (the public) whilst representing the club at gamedays (including travelling to and from games) and other such events or gatherings featuring or representing the Club.
18. Safety – the Club believes that safety is of paramount importance. The Club does not condone and will treat as a breach of the Code any action (or inaction) by those covered by the Code which endangers the safety of either the individual and/or others. This

specifically includes, but is not limited to: playing technique (and the teaching thereof), and equipment (supply, use and maintenance). Attention is drawn to the use of the correct equipment, including any individuals not wishing to wear tail pads, mouthguards, or using equipment (such as helmets) beyond their intended lifespan or beyond their intended age level/tolerance.

19. Breach of either the Players' or Coaches' Charter – Both the Players' and Coaches' Charters have been designed to act as contract between the Club and its members. The purpose of the contract is to try and establish a minimum and desirable level of service provision by both parties. A breach of either Charter by individuals will be treated as a breach of the Code.
20. Behaviour (on field) – it is accepted that american football is a contact sport, that on-field involvement involves controlled aggression, that playing the sport will occasionally result in penalised offences by officials, and that the desire to play and succeed can lead to frustration when not achieved. However, that notwithstanding, the Club does not condone and will treat as a breach of the Code verbal or physical goading or taunting of the opposition, persistent (and in the view of the Head Coach, avoidable) penalties for unsportsmanlike conduct and/or personal fouls, and any behaviour outside the official rulebook (cheating, whether designed to offer an illegal competitive advantage or not) or similar behaviour unbecoming of the Club and the individual.
21. Behaviour (off field) – whilst off the field, it is expected that individuals will behave appropriately in those instances where they could be deemed to be representing the club, or in any way obviously (visually or otherwise) associated with the club.
22. Substance abuse – in accordance with (BAFA and BAFL) League policy, the UK National Anti-Doping Policy, and in the best interests of its members, the Club does not condone and will treat as a breach of the Code the taking of outlawed substances. A full list of outlawed substances is available from the World Anti-Doping Agency. It is the responsibility of individuals to check substances and ensure compliance. Further, the Club does not condone and will treat as a breach of the Code any supply, or attempt to supply, outlawed substances.
23. Damage to club reputation or standing, or representation (or misrepresentation) of the club to others – The Club expects members to always portray the Club in a positive light. It will treat as a breach of the Code any deliberate action (or inaction) that results in damage to the standing or reputation of the club.
24. Damage to the integrity of club sponsors, or their sponsorship of the club – The Club expects members to appreciate the contribution sponsors make to the overall health of the Club. It will treat as a breach of the Code any action (or inaction) that results in damage to the integrity of club sponsorship, or sponsors themselves. It should be noted that this is not intended to convey any commercial preference upon members (i.e. clothing manufacturers, brand purchases etc).
25. Any other deemed misconduct (gross or otherwise) – The club will treat (gross) misconduct as a breach of the Code. (Gross) misconduct is defined as instances where any other action (or inaction) is deemed to bring the Club, members, or the BAFA or BAFL into disrepute. Where a breach may constitute a criminal activity, the Club will involve, and co-operate fully with, the appropriate authorities. Any Club sanctions resulting from a breach of the Code will be considered to be additional to any judgement(s) by third parties.

Procedure for enacting the Code

26. The procedure for enacting the Code shall be sequentially as follows:

- a. The reporting of an alleged breach of the Code.
 - b. An initial investigation of the alleged breach to ensure it has material merit prior to instigating any formal hearing.
 - c. Contact with the individual that the alleged breach is against to inform them of the details of the alleged breach, and arrangements for a hearing process.
 - d. Scheduling and conduct of a formal review of the alleged breach, involving the individual, Coaches in the case of an on-field breach, and the Committee as the hearing body, via a Hearing, and concluding with...
 - e. ...the issue of a judgement.
 - f. The opportunity of appeal by an individual subject to an upheld breach.
27. Reporting of a breach – reports of a breach can be made by ANY individual, either registered or associated with the club. In the first instance reported breaches should be directed to a Committee member. In the case of complaints by members of the public to Club members, it is the duty of the Club member first informed by the member of the public to ensure that the report of a breach is passed on to the Club Committee, along with all the necessary details. Failure to do so will be treated as misconduct.
28. It is the intention of the Code to try and assure anonymity of those reporting a breach. Any failing to uphold anonymity will be treated as misconduct by those responsible for that failing.
29. There is a duty upon the Committee to investigate all reported breaches of the Code. However, an initial screening process will be undertaken, designed to minimise the impact of any vexatious or frivolous breach allegations, and to establish material merit in pursuing any alleged breach.
30. Whilst a breach is being investigated, the individual subject to an alleged breach will be able to continue club activities (although this may be revoked at the discretion of the Committee or the Head Coach), through a presumption of innocence.
31. If, following the screening process, it is deemed that an alleged breach may have occurred and that there is material merit in pursuing further proceedings, the Committee will convene an informal hearing involving a panel of (THREE) members of the Committee and the club member (individual) subject to the alleged breach. In the case of alleged breaches committed on-field (see 16d), the Head Coach will be invited to the informal hearing. The individual subject to the alleged breach may bring another (ONE) individual to the informal hearing for the purposes of personal support or expert witness. Similarly, the Head Coach may call upon others (e.g. Assistant Coaches) as necessary.
32. The purpose of the informal hearing is to determine whether a breach has occurred/or if it could be reasonably perceived that a breach has occurred.
33. In assessing on-field breaches of the Code, Committee members will have due regard of the available evidence. This may involve, but is not limited to, witness statements, or video/photographic evidence.
34. In assessing breaches of the Code, no reference will be made to any previous breaches or previous alleged breaches by named individuals.
35. Where multiple breaches are alleged to have occurred at the same time (or associated with the same game, event, day or trip etc), they will be considered as a single breach. They will not be treated as 'multiple counts'.

36. Where breaches involve multiple individuals, breaches will be assessed on an individual basis. There is no such thing as a 'collective breach'.
37. The informal hearing will conclude with a closed discussion by the Committee (and the Head Coach where applicable), who will then report their decision verbally to the individual.
38. Information in relation to a judgement will be issued in writing to the individuals concerned, the Club Committee and the Head Coach (or Head Coaches where multiple individuals occupy a similar role of overall coaching responsibility).
39. Whilst the Club endeavours to operate in an open environment, it will not normally make the details of informal hearings or breach investigations public.
40. The individual subject to the breach will be informed of the decision made. This will be both verbally at the time of any hearing and will be issued subsequently in writing. The judgement will contain both the decision made (either confirmation of a breach, or dismissal of an alleged breach) and will outline the reason for the decision, and the basis on which it has been made.

Course of Actions Following a Confirmed Breach and Sanctions Available

41. The Club Committee will be the determining body for establishing the most appropriate course of action following a confirmed breach. Such actions might include, but are not limited to:
 - a. A warning. Warnings are all considered to be formal. Two such warnings can be issued – an initial warning and a final warning. Whilst a final warning is intended to reflect an 'accumulation' of breaches warranting initial warnings, in some cases it may be necessary to issue a final warning as the first type of warning to an individual.
 - b. Constructive action. This may involve the 'putting right' or any damage (physical or otherwise) resulting from the breach. Examples might include repairing or replacing damaged property, or the issuing of an apology to second or third parties. Whilst, the Club realises it may not be possible to enforce constructive action, individuals are referred to their acceptance of the Code and its requirements upon joining the Club, and of the possible sanction of Dismissal for failing to comply with sanctions following a confirmed breach.
 - c. A combination of the above.
 - d. Dismissal. This is the ultimate action available to the club and constitutes the removal of the individual from the Club in every respect. In such cases, all Club assets should be returned (this extended to pro-rated subscriptions still payable to the point of confirmation of a breach) and will be subject to the standard 'debtors' procedure.
42. Where a breach of the Code also involves a breach of BAFA or BAFL Regulations, resulting in a monetary fine to the club, this fine will be passed on to the individual.
43. Where a confirmed breach involves a loss of actual monies by the club, including damage to Club property or damage which the Club is deemed or held responsible for, the club can seek to recover these costs (and only these costs) through the determined course of action within the decision. The Club cannot seek to gain any monetary compensation through this route, and cannot 'fine' players a monetary amount. In all instances where the Club receives monies for damage or deemed damage, and where

those monies are not paid, the monies will be returned to the individual. This is intended to operate separately from the standard 'debtors' list operated by the Club.

Procedure for Ensuring Compliance with the Code

44. Following a ruling on whether a breach has occurred/or it could be reasonably perceived that a breach has occurred; the Club will impose those actions/sanctions deemed necessary. Failure to comply with those will be deemed to be a further breach of the Code and may result in dismissal.
45. No information in relation to breaches of the Code will be kept beyond that required to report to the Club through the commitment for review, to enable monitoring of compliance, and to inform the setting of future sanctions. (see paragraphs 55-56). This is intended to ensure that breaches are treated as fully concluded following judgment, appeal, and or compliance as appropriate. In cases where a warning is issued, this will be retained in order to inform any future judgements on confirmed breaches to both ensure consistency in judgements between individuals and to correctly 'stack' initial and final warnings for a particular individual.

Appeals procedure

46. The right of appeal is conveyed at point 26(f) of the Code enactment procedure. All decisions resulting from this Code are subject to the right of appeal by the individual concerned. There are no third-party rights of appeal.
47. Requests for an appeal must be made in writing within 14 calendar days from the date of issue of a decision ('the appeal period'). To ensure transparency and timeliness, such requests should be made in writing to BOTH the Committee Chairman and Secretary unless otherwise informed. These individuals will inform others (the Committee, the Head Coach) as appropriate and in a timely fashion. The request must include the grounds of the appeal, and whether the appeal is seeking a decision overturn, or a change to the sanctions imposed by a decision.
48. Whilst the request for an appeal must be made within 14 days, there is no undertaking to convene an appeal or such hearing within the same 14-day period. It is however expected that the appeal will be scheduled and take place within one calendar month of the passing of the last day ('day 14') of the appeal period.
49. During either the 14-day appeal period, or the one-month hearing period, individuals may be prohibited from involvement in the Club such as playing, training, coaching or any normal assistance offered to the Club. They may also be requested to avoid contact within such circumstances, such as not being present at training, gameday, or other similar events. As such, players and coaches cannot delay the enforcement of a breach decision by issuing an appeal. For example, appealing a breach in the penultimate game of the season in order to be able to play in the ultimate game of the season will not be allowed.
50. Appeals may be made on two possible grounds. These relate (a) to the merit of a decision made (as per paragraph 26(e)), and (b) a procedural review of the way in which a decision was made (as per paragraphs 26(a)-(e)). An appeal may be on either or both grounds. In either case, it constitutes a single appeal. An appeal on the merit of a decision may seek to either overturn the decision itself, or to in some way alter the sanctions issued.
51. A deposit fee will payable in order to secure an appeal. This is designed entirely to prevent frivolous appeals. Such payment shall be equivalent to one-half of the prevailing annual player subscription, and shall be paid at the same time as requesting

an appeal. Non-payment of this deposit fee within the 14-day appeal period will invalidate any appeal request.

52. An appeal will consist of a single meeting seeking to review the original decision on the basis of the challenged grounds. This meeting will take a similar form to the original informal hearing, but shall utilise THREE Committee members not involved in the original informal hearing. An appeal may also explore any other aspect of the decision considered relevant, and may call upon the original Committee members for information in relation to the original decision. This scope may also extend to new information not previously available.
53. Upon conclusion of the appeal, the appeal fee will be returned to the appellant in cases where the appeal is upheld. Where the appeal is not upheld the fee shall be donated to a registered charity chosen by the Committee. This is intended to ensure the monies do not remain within the Club, and to publicly demonstrate that the Club has not financially benefited from the appeal.
54. Individuals may only attempt a single appeal per breach. An appeal cannot be appealed on the basis of merit, but may be appealed on procedural grounds. In such instances the appeal process begins afresh. No subsequent appeals are allowed.

Ongoing Review Commitment

55. Both this code and those decisions made in accordance with it will be regularly (at least annually) reviewed by the Club Committee (or those delegated this task by the Club Committee).
56. These reviews will form part of the report of the Secretary to the members of the Club.

Update History

Version	Date Adopted	Summary of changes
0.1	n/a	Initial draft
1.0	03/11/07	Formal adoption of finalised Code of Conduct