



ATHLETE AGREEMENT

Approved: November 2022

Weightlifting Wales

Development and Performance Weightlifting and Para Powerlifting teams and associated squads

Athlete Agreement (this “Agreement”)

November 2022

This Agreement is made between you and the Wales Weightlifting Federation LTD. (Company number 08704264) (“WW”).

The term of this Agreement is from 1 December 2022 to 31 March 2023 (the “Agreed Period”). This Agreement supersedes any previous agreement covering all or part of the Agreed Period.

It will be reviewed by WW each year and the then current version will be issued by WW to all athletes selected for WW Development and Performance Weightlifting and Para Powerlifting teams and associated squads (each a “Team”).

This Agreement covers Team selection for all relevant International competitions and other events (Development & Performance), associated training camps and other ad hoc activities where WW may request attendance and support from you. By entering into this Agreement, you agree to comply with all reasonable WW requests for attendance and support.

As an athlete selected to represent the Team, your behaviour will reflect on your governing body (i.e. WW), the Team and the sport as a whole.

Accordingly, you must agree to conduct yourself in a proper manner at all times while participating in Team activities and any other activities relating to WW or the sport, including commercial and media activities.

This Agreement outlines what is expected of you following your selection to the Team and applies to all selected athletes.

All athletes selected for the Team are required to accept the terms and conditions of this Agreement (at section 10 below) and return a signed copy to WW (either electronically or hard-copy) by the deadline set and notified by WW from time to time. Athletes who fail to accept the terms and conditions of this Agreement will have their Team selection and athlete support withdrawn. In addition, entry in relevant championships will be withdrawn and any travel/accommodation arrangements cancelled. Athletes who breach the terms of this Agreement may be subject to disciplinary action and suspension from a team and/or from WW membership.

As an athlete selected to the Team, it is therefore your responsibility to read this Agreement, and to understand your obligations. Failure to read this Agreement is not an excuse. As such, all athletes are advised to take their own independent legal advice before signing this Agreement.

1. Team Member Benefits

Following selection to the Team, WW will use its reasonable endeavours to ensure you receive the following benefits:

- a. administration of your entry and accreditation as part of the Team to International events and the provision of reasonable associated administration services;
- b. Team uniform and clothing as determined by WW;
- c. access to the Team training camp(s) if being held;
- d. reasonable travel arrangements between the UK (or other location if agreed in advance by WW), and the competition location. There may be occasions when competitions require self-funding and in which case WW will be responsible for the organisation of travel arrangements but will not be responsible for these costs);
- e. accommodation in the Team hotel/multi-sport accommodation;
- f. management of media requests and/or interest during the competition; and
- g. insurance cover under the WW insurance policy (a copy of which can be obtained from WW) Note: WW advises athletes to check the level of cover included within the WW policy and to purchase separate insurance if required.

2. Clean Athletes / Clean Sport

- a. Subject to the terms of this clause, if an Anti-Doping Authority (as defined in clause 2.b. below) determines that you have committed an anti-doping rule violation which is deemed to be Serious in accordance with clause 2.c. below, you hereby acknowledge and agree that you shall not at any time following such final determination (after all rights of appeal have either expired or been determined) be eligible for selection for the Team in any event ("Permanent Ineligibility").
- b. For the purposes of clause 2.a. above, each of the following is an Anti-Doping Authority:
 - i. the World-Anti Doping Agency;
 - ii. UK Anti-Doping;
 - iii. a National Anti-Doping Panel tribunal;
 - iv. a Disciplinary Committee appointed by BWL under the BWL/UKAD Anti-Doping Rules; and
 - v. a sporting authority in or outside the United Kingdom whose decision is recognised by the World Anti-Doping Agency.
- c. An anti-doping rule violation to which all of the following apply is automatically deemed to be Serious for the purposes of clause 2.a. above where:
 - i. an Anti-Doping Authority has imposed on you a period of ineligibility equal to or greater than the minimum standard sanction for that anti-doping rule violation;
 - ii. that sanction has not been eliminated, reduced below the minimum standard sanction or suspended by an Anti-Doping Authority, or on appeal, for one or more of the following reasons (but not otherwise):

1. No Fault or Negligence, or no Significant Fault or Negligence (as defined by the WADA Code); or
2. "other circumstances of the case";
 - iii. the sanction has not been imposed for an anti-doping rule violation involving a Specified Substance where it has been established that the anti-doping rule violation was not intentional; and
 - iv. WW has not waived the application of clause 2.a. on the grounds that, in its opinion (which is a matter for its absolute discretion) the Substantial Assistance you have provided, and/or the voluntary Admission(s) and/or Prompt Admission(s) you have made, are sufficient to justify such waiver.
- d. If you are made Permanently Ineligible for selection pursuant to clause 2.a. above, you have the right to bring an appeal in accordance with the WW Athlete Disciplinary Policy & Procedures adopted in November 2022 as amended from time to time (a copy of which is available on request from WW)..
- e. The above provisions apply where an Anti-Doping Authority determines on or after 1 January 2021 that you have committed a serious anti-doping rule violation, regardless of when the violation itself took place.
- f. If you are found to be positive following Anti-Doping testing and BWL or an International Federation imposes a fine and/or any costs on WW, you accept total responsibility to pay (and you hereby indemnify WW in respect of) this fine and all and any costs (including but not limited to fines, costs, legal, administrative and professional expenses) associated with all and any fines, costs, suspensions, principle and/or appeal proceedings. Any individual legal costs are the responsibility of the athlete. WW reserves the right to reclaim from the athlete / athletes, the full costs and liabilities arising out of or connected with any fine or associated costs that BWL or an International Federation may impose.
- g. You must cooperate fully with any anti-doping investigations or proceedings, whether conducted by UKAD or any other competent body. Failure to do so without acceptable justification may be treated as misconduct by WW and you may be sanctioned accordingly.
- h. In an event that you commit an act of misconduct that relates to anti-doping but does not amount to a violation of UKAD or BWL anti-doping rules, WW may bring disciplinary proceedings against you and you may be sanctioned accordingly.

3. Team Member Obligations

Following selection to the Team, you agree to:

- a. make a positive commitment to supporting and achieving aims and objectives of WW and/or the Team;
- b. pursuant to clause 2 above, abide by all anti-doping rules and regulations at all times, including keeping WW and all and any other relevant anti doping authorities up to date as to your whereabouts;

- c. conduct yourself in a correct and proper manner that portrays the sport in a positive light and does not bring you, WW, the Team, the sport, the National Lottery, Sport Wales nor any commercial partner into disrepute;
- d. project a favourable and positive image of the sport and the WW support programmes by adopting high standards of behaviour when carrying out duties in relation to the Team;
- e. maintain high standards of conduct and behave in a manner that shows proper respect for other athletes and Team staff when training, competing, coaching or residing in the Team hotel or multi-sport accommodation;
- f. refrain from any unreasonable or improper behaviour which would reflect badly on the sport and/or could prevent you from maintaining the highest levels of performance;
- g. act as an ambassador for WW and the Team at all reasonable times but specifically when so requested in accordance with Team membership;
- h. You must not be a member of, or endorse in any way, or train at, or otherwise attend, any gym/centre/club which has had its licence removed by WW; and
- i. take personal responsibility for elements of Team activity when required or asked to do so by a member of the WW Team management (including the Team leader).

This requirement includes but is not limited to (and you therefore agree to):

- i. responsibly and respectfully communicating with the relevant Team staff at all times, even if you are unhappy about any element of Team operations (or know that someone else is);
 - ii. being organised and on time for all travel, training and events (if you miss the Team flight or other transport you may have to organise a replacement flight/taxi/bus and will be required to cover any additional associated costs);
 - iii. at all times consider the welfare of your fellow Team members, and not take (nor fail to take) and any action that would place their physical or mental wellbeing at risk. Specifically, this includes participation in any activities known to be associated with risk of injury (such as – but not restricted to – riding motorbikes, skiing or extreme sports such as sky diving or bungee-jumping);
 - iv. ensuring you take responsibility to tell fellow Team members if you think their behaviour is unacceptable or indicating such to a member of Team staff; and
 - v. ensuring that you and others do not, at any time, engage in any illegal or irresponsible activities.
- j. travel with the Team on pre-arranged flights and stay in Team accommodation unless alternative arrangements have been agreed in writing by WW (changes will only be made in exceptional circumstances);
- k. provided it has been supplied, wear official (and only current) WW Team kit (excluding footwear and equipment products that WW do not supply and without limitation on eyewear and sports timing devices) as outlined below:
- i. during international travel to/from Team competitions (subject to it being deemed safe and appropriate as when travelling to certain countries athletes may be advised to wear

normal clothing to mitigate any security risk) / training halls or camp venue/hotel, including assembly at a UK airport and domestic travel on arrival/departure at/from the holding camp/competition venue;

ii. Team training camp media open days;

iii. at all times in public areas of the Team hotel/multi-sport accommodation; and

iv. at all times at the Team competition venue, including training venues, warm-up, arena and post-event areas.

Specifically, you agree:

1. not to cover or obstruct (intentionally or otherwise) any WW, and/or WW commercial partner ("Team Partner") or competition logos on Team kit; and
2. to wear the official (and only current) WW Team Kit (excluding footwear) for all medal ceremonies and any post-event media commitments (see clause 3l. below) and at any other time as reasonably directed by the relevant WW Team Leader and/or Team Manager.

l. fully engage (as set out herein) in Team media activity (which includes wearing WW Team kit) as specified below (such commitments shall take precedence over any personal commercial arrangements unless approved in writing, in advance, by WW):

i. Team pre-championships Team training or holding camp (if relevant):

1. Up to two hours of pre-championship or pre-training media obligations. This may take place at the training or holding camps (if applicable) or at the Team hotel upon arrival at the host city. On rare occasions WW may ask you to fulfil media commitments in both holding camps and at training camps but these will be communicated well in advance to suit your availability and minimise any distraction;
2. Any reasonably requested International or National media activity (including pre-championships press-conferences and/or media briefings); and
3. Support existing Team Partner(s) (such commitments shall take precedence over any personal commercial arrangements unless approved in writing, in advance, by WW).

ii. Team post-competition/training camp event:

1. Up to two hours post event commitments (i.e. press conference or other activity) based at the Team hotel or other appropriate venue (as reasonably determined by WW) the day immediately after finishing competing (up to one hour if competing again).

iii. Upon return to the UK:

1. Up to two hours post event promotion/reflection on performance including upon arrival at UK airport.

WW acknowledges that athletes can thank their own personal sponsors on social media during Team training and holding camps and at competitions (once per sponsor per camp or competition) but cannot wear personal sponsor's clothing in preference to WW kit. WW also accepts that athletes can wear non-WW kit and clothing when not representing WW as explained above and when training or competing in their own personal environment. This paragraph is subject always to the applicable rules of BWL, any International Federation and/or any competition.

m. keep your WW Team kit as supplied by WW in good condition for a two year cycle commencing on the date of receipt and not to modify it, attach anything to it, obscure or attempt to obscure any Team Partner logo/WW branding, or deliberately damage it in any way whatsoever. You are also not permitted to sell, give away or swap any kit during this two-year cycle, and all kit remains the property of WW during this time.

4. Use of Your Image

As an athlete selected to represent the Team, you grant WW a number of rights in relation to the use of your image and pictorial likeness taken from your participation in International competitions and WW training camps, which WW may use together with your name, fame, nickname, statistics, voice, biographical information, signature and film and photographic portrayal virtual and/or electronic representation reputation replica and/or any other data or characteristics (collectively "Athlete Attributes") as set out in this clause 4. The rights to your Athlete Attributes granted within this Agreement will remain with WW during and after the Agreed Period .

a. You agree and consent to your performance or appearance as (or as part of) the Team in competitions and training being filmed or recorded in any audio, visual or audio-visual or electronic form of coverage and that such recording (including your Athlete Attributes) may be used by WW and incorporated in whole or in part in any form of media or communication, subject to the terms of this clause 4.

b. From time to time, whether before, during or after the Agreed Period, WW may wish to use your Athlete Attributes for its own purposes including, but not limited to, promoting the Team's participation in International events or any future Teams, celebrating the success of the Team and/or as part of current or historical records, films or publications of or concerning the Team and/or the Team competitions, as well promoting the growth of the sport or other WW related activities such as its educational programmes. You agree that WW may use your Athlete Attributes free of charge for any such purposes provided always that any such use does not conflict with your genuinely held religious/ethical beliefs and/or conflict with a pre-existing personal endorsement relationship (to be determined by WW acting reasonably) and/or imply a direct individual endorsement by you of a particular company or product or service unless otherwise agreed with you. You acknowledge and agree that the use by WW of imagery of you in official Team kit does not constitute a direct endorsement of the Team's official kit-wear supplier for the purposes of this clause 4.

c. You further agree that any Team Partners may use your Athlete Attributes for their own commercial purposes from time to time during the Agreed Period (and for a reasonable run-off period thereafter), subject to the following principles:

i. any Team Partner may use, without requiring your prior consent, your Athlete Attributes in an individual capacity or as part of a team (i.e. alongside other current or past members of the Team) in any qualification update, good luck or congratulatory messaging via social media only, subject to such use being on an equivalent basis to a reasonable number of other Team athletes in a substantially similar manner. For the avoidance of doubt, any use of your Athlete Attributes as contemplated in this clause shall be such that no individual endorsement deal is suggested between you and any Team Partner; and

ii. any Team Partner may use your Athlete Attributes either individually or as part of a team i.e. with equal prominence to other current or past members of the Team (meaning a minimum of 3 athletes) in any promotional and/or marketing materials in any form of media (including social media), subject to your prior written consent as to any imagery used (such consent not to be unreasonably withheld and in any event to be replied to within 3 working days, failing which you shall be deemed to have provided your consent) and to no persistent use by the Team Partner of this right in respect of your Athlete Attributes in such a way as to suggest an individual endorsement deal exists. For the avoidance of doubt, 'persistent use' shall mean use which is disproportionate to the Team Partner's use of other Team Members who have achieved similar results to you.

d. WW will use reasonable endeavours to prevent Team Partner use in a context that would conflict with your genuinely held religious/ethical beliefs and/or conflict with a pre-existing personal endorsement relationship (to be determined by WW acting reasonably).

e. You acknowledge and agree that the use by WW and/or any Team Partner of imagery of you in Team kit does not constitute a direct endorsement of the Team's official kit-wear supplier for the purposes of this clause, nor does it justify reasonable grounds for you to refuse consent for your image to be used pursuant to clause 4.c.ii. above.

5. Behaviour when attending a competition or training event as a member of a WW Team

a. When residing in the Team hotel/multi-sport accommodation you shall:

i. be courteous and respectful to other Team members, athletes, hotel guests and hotel property at all times – others may be competing and/or training even after your events have finished; and

ii. tell your Team Manager if you have any problems when at the Team hotel/multi-sport accommodation (including requests to change rooms/room partners).

b. At all times, you shall:

i. keep your accommodation clean and tidy;

ii. adhere to any signing in and out procedures if implemented by WW Team Management;

- iii. pay for any extras you incur at the Team hotel/multi-sport accommodation, such as phone bills, room service, dry-cleaning etc.;
 - iv. report any faults or damage to the Team hotel/multi-sport accommodation to a member of Team Management. Upon arrival, ensure you inspect your own accommodation and report any faults or damage immediately;
 - v. maintain appropriate standards of conduct at any closing banquet/celebrations;
 - vi. use social media/blogging sites e.g. Twitter/Facebook /Instagram etc in a positive light and, where appropriate, share your personal experience, whilst respecting the privacy of other individuals; and
 - vii. check any supplements/nutritional aids (particularly those bought in a foreign country) with the medical team.
- c. At all times, you shall NOT:
- i. allow any non-Team member (male or female), into your room (this includes friends, family, supporters and your personal coach);
 - ii. appear in any public areas of hotels/multi-sport accommodation improperly or inappropriately dressed;
 - iii. consume alcohol whilst wearing Team kit, or in the case of individuals being under the age of 18 consume alcohol at all whilst part of a WW Team. Note: it is illegal at all times for British athletes under the age of 18 to drink alcohol (and as such are referred to clause 3iv). Different countries around the world may set higher legal drinking ages (21 in the USA, for example) and as such, where the legal drinking age is set higher than 18, all athletes will be expected to abide by the relevant legal drinking age for any country they visit. Individuals over the age of 18 or higher if the respective country's laws state differently, should not consume alcohol at International competitions without WW or Team Manager permission and if they are permitted should act in a manner that fully respects their colleagues (GB and other nations) who may still need to compete;
 - iv. discard or swap your Team kit. Your kit allocation is intended to last you for 2 years. Should you require further pieces of kit you may be asked to contribute to the cost of replacements;
 - vi. gamble on any event during a competition for which you are selected to represent the Team (see separate rules, where applicable, for any relevant International competition regarding gambling); or
 - vii. breach any or all relevant BWL and /or other International Federation (including but not limited to IOC, IPC, BOA, BPC, IWF, WPPO, EWF, CWF, and CGF) protocols including but not limited to any relevant COVID-19 or other epidemic or pandemic related instructions and/or protocols which are or may be issued from time to time.

6. Sanctions

WW is serious in its commitment to high standards of behaviour amongst all Teams. Athletes or staff members who breach this Agreement will be subject to (and you agree to) sanctions as follows:

a. Minor issues may be dealt with informally and may result in the imposition of sanctions commensurate to the seriousness of the misconduct (taking into account any history of misconduct by the athlete/staff member). Those sanctions may include:

i. withdrawal or reduction of any Team Member Benefits (outlined in Section 1);

ii. direct billing for any damage caused or costs incurred;

iii. direct billing for re-arranged flights and transfers not agreed in advance with Team Management;

iv. immediate expulsion from the Team. The athlete/staff member concerned may be required to return home, at their own expense, unaccompanied if appropriate;

v. exclusion from all further WW Teams either for an identified period of time or permanently; and/or

vi. review of the athlete's Team membership status.

b. Any athlete who breaches this Agreement whilst part of a Team may be subject to temporary sanctions, and may then be required to attend a disciplinary hearing (as part of a formal debrief process) to confirm any further action which may not have been appropriate to determine at the time of alleged issue. You agree that, should you breach the terms of this Agreement and should it be required, you will attend any such hearing at a date and location to be reasonably determined by WW.

c. More serious issues or persistent minor misconduct may result in the initiation of formal disciplinary proceedings in accordance with the then current WW Athlete Disciplinary Policy & Procedures.

d. It shall be a matter for WW's absolute discretion to decide for the purposes of determining the applicable disciplinary process whether misconduct is "minor", "more serious" or "persistent".

7. Welfare & Safeguarding

a. The WW's Welfare and Safeguarding Policy and Procedures, along with other supporting documents, are available on request from WW.

b. If you have any concerns regarding welfare or safeguarding, please contact the following:

i. WW Safeguarding Lead Officer, Simon Roach – via email:

simon.roach@weightlifting.wales; or

ii. by post at Wales Weightlifting Federation Ltd, Canolfan Brailsford, Ffriddoedd Road, Bangor, Gwynedd, LL57 2EH. Or telephone on 01248 388194.

8. Athlete Retirement

If you wish to retire as an International athlete and from competition, you must inform the Performance and Pathway and the WW Anti-Doping Lead in writing. This communication must include your official date of retirement. If you are within the National Registered Testing Pool or Domestic Testing Pool, you should also advise UKAD of your retirement, following the applicable UKAD process. All records relating to an athlete's retirement will be kept by WW and shared with UKAD when requested.

9. Your data – how WW handles your personal data:

a. WW processes your personal data in accordance with its applicable privacy policy/notice, which is accessible to you here: <https://weightlifting.wales/policies-and-code-of-conduct> . WW does not share your personal data for any other purposes not notified to you (unless you instruct us to do so), Your personal data may need to be processed by our legal, other professional advisers, and other contractors on our behalf under confidential and secure terms. All such third parties will be subject to appropriate contracts protecting your privacy interests.

b. In particular, WW may engage specialist data consultants to improve system security, data handling, platform governance, reporting, integration and analytics. These consultants will need access to personal data on athlete platforms and databases (including Smartabase or any successor platform) in order to maintain, improve and potentially host or migrate the systems, as well as to conduct necessary system and security testing. Again, this will be carried out with all appropriate protections.

10. Acceptance

I confirm that I have read this Agreement, and agree to comply with my obligations (both now and in the future) as a member of the Team.

I also specifically confirm that I have been advised to take independent legal advice before signing this Agreement and understand the consequences should I choose not to do so.

Signature of Athlete

Print Athlete Name.....

Date

If the athlete is under the age of 18 – a Parent/Guardian must also sign below:

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In doing so, the parent/guardian agrees both to the athlete being subject to the obligations set out in the WW Team, Athlete Agreement (outlined above) and that in the event of default by the athlete in respect of any payment obligations outlined within this document, WW may require payment to be made by the parent/guardian. Signature of Parent/Guardian Print

Print Parent/Guardian Name

Date

Signed by (Print Name).....

for and on behalf of Wales Weightlifting Federation LTD.

Signature.....

Date.....

