



## TEAM MEMBER'S AGREEMENT (ATHLETE & OFFICIAL)

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## 1. INTRODUCTION

This Agreement is made between you, the athlete or official named on the acceptance form attached to or enclosed with this Agreement (and your parent/guardian counter-signing the acceptance form, if you are aged under 18) and Commonwealth Games England, trading as Team England, a company registered in England and Wales with company number 1616941 whose registered office is 5th Floor, Holborn Tower, 137-144 High Holborn, London, WC1V 6PL ("**Team England**").

- 1.1 This Agreement sets out the terms and conditions which come into force if you (as an Athlete or Official) are selected as a member ("**Team Member**" and/or "you") of the England Commonwealth Youth Games Team ("**the England Team**" and/or "**Team**") and governs your continued membership of the Team for the Commonwealth Youth Games to be held in Trinidad and Tobago ("**the Games**"). This Agreement also sets out the obligations of Team England. You agree that your selection as a Team Member, and your continued membership of the Team, are conditional upon you entering into this Agreement and observing its terms and conditions in full.
- 1.2 If you (as an Athlete or Official) are selected as a Team Member, this Agreement will come into force upon the date that your selection as a member of the Team is notified to you by Team England and will remain in force (unless terminated before) until arriving back in England, specifically 14 August 2023 or such later date as you are formally discharged from Team England.
- 1.3 The surviving provisions set out in Clause 18 below (including all provisions relating to when you are acting in a Team England Capacity) will remain in force indefinitely following the termination of this Agreement.
- 1.4 Certain provisions only apply for the period of the Games and where that is the case it is made clear in this Agreement. Certain other provisions of this Agreement will however remain effective, valid and in force in perpetuity, including when you are acting in a Team England Capacity. For the purposes of this Agreement, the phrases "**duration of the Games**", "**period of the Games**", "**Games Period**" and "**during the Games**" (and any similar phrases) mean the period from arrival date at the Team England holding camp (scheduled to take place on 31<sup>st</sup> July 2023) until the closing of the Villages "**Villages**" (currently scheduled to take place on 13 August 2023), inclusive of both days and also including the period of any activities before the Games and after the Games as may be required pursuant to Clauses 4.1(j) and 4.1(k) below.
- 1.5 Defined terms have the meanings set out in Schedule 1 to this Agreement (or in the body of this Agreement) unless the context otherwise requires.

## 2. THE CONSTITUTION

- 2.1 You acknowledge that Team England is recognised by the Commonwealth Games Federation ("**CGF**") as the Commonwealth Games Association ("**CGA**") for England and is therefore bound to observe the Commonwealth Games Federation Constitution as amended from time to time and any other documents required by the CGF (the "Constitution"). In addition, each Team Member is bound by and obliged to comply with all applicable provisions of the Constitution. The Constitution is available to download through the embedded link and on the 'About Us' page of the CGF website (<https://thecgf.com/about>) or, alternatively, you may request a copy from Team England.
- 2.2 Under the Constitution, the Commonwealth Youth Games are the exclusive property of the CGF, which owns all the rights, including but not limited to the rights to their organisation, exploitation, broadcasting and reproduction by any means whatsoever.
- 2.3 The Constitution grants Team England exclusive powers for the representation of England at the Commonwealth Youth Games, including the entry and accreditation of English participants

in the Games and the constitution, organisation and leadership of the English delegation at the Games. Accordingly, where conflicts arise between this Agreement and any other agreement to which you are a party, you agree that this Agreement shall have precedence over such other agreement(s), including any agreement or arrangement (whether written or otherwise) that you may have with, or instructions you receive from, the National Governing Body “**NGB**” or any employer, consultant, manager, agent, adviser, coach, sponsor (personal or otherwise), supplier or other organisation, institution or individual with whom you may have contracted or otherwise agreed to grant rights to or provide or receive services, goods or benefits.

- 2.4 You acknowledge and agree that, in order to be accredited for and to participate in the Games (without limitation to your obligations under this Agreement and any other accreditation requirements notified to you by Team England or any other Games Body):
- a) you must sign the 'Entry and Eligibility Conditions Form' for the Games, in the CGF's required format and otherwise as required by the CGF (the "Entry & Eligibility Form") before the deadline notified to you by the CGF or Team England on behalf of the CGF;
  - b) your parent or legal guardian, if you are aged under eighteen (18) years old at the time of signing the Entry & Eligibility Form, must authorise your participation and confirm their agreement with the terms and conditions set out in the Entry & Eligibility Form by signing the 'Parent/Legal Guardian Acknowledgment of Consent for Minors' in the CGF's required format and otherwise as required by the CGF before the deadline notified to you by the CGF or Team England on behalf of the CGF);
  - c) you must abide by the terms and conditions set out in the Entry & Eligibility Form, which shall form a direct agreement between you and the CGF (the "Entry & Eligibility Agreement").
- 2.5 You agree to comply with the rules and responsibilities applicable to your participation in the Games, in particular those arising from the following:
- a) the Constitution, including any amendments made from time to time, as available on the CGF website (<https://thecgf.com/>)
  - b) the WADC, as well as the CGF Anti-Doping Standard for the Games and any other applicable related regulations;
  - c) the CGF rules relating to identification and branding on personal competition clothing and personal equipment;
  - d) the CGF Social Media Policy and Guidelines;
  - e) any code or standards (including any update thereof) for the conduct of participants during the Games including the CGF Charter of Good Conduct (as it is known at the date of this Agreement) as notified to you from time to time;
  - f) the policies, procedures and regulations of the CGF and the Trinidad and Tobago 2023 OC (as applicable and as amended from time to time) which are set out at <https://thecgf.com/>;
  - g) any set of rules, guidance and/or instructions (including any updates to any of them), such as any playbooks developed by the Trinidad and Tobago 2023 OC for the Games, which aim to protect the health of all participants in the Games and to ensure the safe staging of the Games, in particular in relation to COVID-19 and any other infectious diseases, while attending the Games (including the travel to and from the Games and its preparations), including any potential consequences, which may include quarantine measures, withdrawal of accreditation and/or the right to participate in the Games.

2.6 As a condition of your selection for the Team, you must:

- (a) familiarise yourself with and comply with the relevant agreements, codes, policies, procedures, provisions, standards, rules, statutes and regulations referenced in this Clause 2, including the Constitution, together with the rules and regulations of your IF and your NGB (and any breach of any such agreements, codes, policies, procedures, provisions, standards, rules, statutes and regulations shall be deemed also to be a breach of this Agreement);
- (b) undertake to notify Team England immediately should there be any change to your personal information contemplated by the Entry & Eligibility Form, which relates to your qualification for, attendance at, or participation in the Games;
- (c) abide by any classification rules of your sport;
- (d) complete any security and accreditation documentation in the form and by the date requested by Team England and/or the Trinidad and Tobago 2023 OC;
- (e) be eligible to receive and to continue to hold accreditation from the Trinidad and Tobago 2023 OC during the Games;
- (f) acknowledge and agree that you will be held responsible to pay for direct and actual costs of any damage which you intentionally, accidentally and/or recklessly may cause to any property at any Village, competition venue or training venue (except, in the case of competition and training venues, where such damage is caused by reasonable wear and tear as a result of training for or competing in the Games).

2.7 Without limitation to your obligations under this Clause 2, you acknowledge and agree that you shall do all such further acts or things and sign all such further documents as Team England may require to confirm your agreement to any agreements, codes, policies, procedures, provisions, standards, rules, statutes and regulations referenced in this Clause 2, as may be published or provided to you by or on behalf of Team England, the CGF or the Trinidad and Tobago 2023 OC from time to time.

### **3. TEAM MEMBER BENEFITS**

3.1 As an accredited Team Member, you will be entitled to receive the following benefits from Team England, without charge

- (a) administration of your entry and accreditation for the Games (subject to Clause 2);
- (b) the provision of travel to and from the Games by such means of transport and under such reasonable terms as Team England shall have approved or communicated in writing to you or the NGB in advance of travelling;
- (c) the provision of other reasonable Games administrative services and reasonable assistance in connection with the Games for the period of the Games through Team England's administrative headquarters;
- (d) during the Games Period, access to specialist advice from Team England's teams (relevant to your role as an Athlete or Official, in the discretion of Team England), including sport, performance and medical to the extent necessary and as approved in advance by Team England;
- (e) accommodation in the allocated Villages for the duration of the Games Period;
- (f) travel insurance effective in the Village and for the duration of the Games under Team England's policy to the extent set out in such policy;

- (g) team uniform and other items of clothing and equipment (relevant to your role as an Athlete or Official, in the discretion of Team England) as provided by the official suppliers to Team England for the Games or as otherwise authorised by Team England; and;
- (h) (if relevant) management, on your behalf, of media requests during the Games and public relations and media advice during the Games Period.

3.2 Team England has taken professional advice as to the level of cover required and full details are available from Team Leaders or Team England. The level of cover provided is at the sole discretion of Team England and you acknowledge and agree that it is your sole responsibility to determine whether the level of cover is sufficient for your personal requirements. You acknowledge that you may apply for your own travel insurance in addition and that this shall be at your sole cost.

3.3 You accept that Team England may withdraw any or all of the benefits listed in Clause 3.1 above as a result of your breach of this Agreement.

#### **4. GENERAL OBLIGATIONS**

4.1 As a Team Member you agree to:

- (a) observe and comply with this Agreement, the Constitution, the laws of England and Wales and, during the Games, the laws of Trinidad and Tobago and any other rules and regulations adopted by Team England or the CGF which you are made aware of from time to time;
- (b) be subject to and observe and comply with all reasonable control, management and direction given by Team England, through its Chef de Mission and/or any person appointed by him/her;
- (c) conduct yourself (to the extent necessary to your role as either an Athlete or an Official) so as to obtain and maintain your best possible mental and physical fitness and health and to perform to the highest possible standard at the Games and carry out your duties to the Team to the best of your ability and (as an Athlete) do all that you can to satisfy and/or continue to satisfy (as the case may be) the performance criteria contained in the selection policy of the NGB which is the basis for your selection for the Team;
- (d) conduct yourself in a manner so as not to run the risk of bringing yourself, Team England, Team England Partners, the Commonwealth Games, the Commonwealth Games movement, the CGF, any other Games Partners, the Team or any other member of the Team, your sport or the NGB or International Federation (“**IF**”) into disrepute;
- (e) without prejudice to Clause 5.2 below, not to possess, use or supply any drug or substance which is prohibited, restricted or controlled under English law or the WADA Prohibited List (and in this regard, you acknowledge and agree to Clause 5 below);
- (f) always consider and respect the interests of other Team Members including behaving in a manner which does not disrupt either deliberately or otherwise the preparation and/or performance of other Team Members;
- (g) abide by the reasonable directions of Team England when you are acting in a Team England Capacity;
- (h) travel to and from the Games by such means of transport and under such reasonable terms as Team England shall have approved or communicated in writing to you or the NGB in advance of travelling;

- (i) live in the allocated Villages for the period of time as agreed with the NGB unless expressly agreed in writing in advance of travelling;
- (j) attend and reasonably co-operate with Team England VIP and/or Team England Partner activity prior to, during and/or after the Games and you acknowledge and agree that these activities may be filmed, photographed and/or otherwise recorded and that such filming, photography and/or recording may be used by Team England, such media, VIP and/or Team England Partners before, during and/or after the Games provided that such use is in accordance with the terms and conditions of this Agreement and subject to your training, competition and other reasonable non-commercial commitments; and
- (k) attend any pre and/or post Games Team functions, such as a Team announcement, Team parade or Team home coming event or official dinner, and any other Team functions as reasonably requested by the Chef de Mission or Team England, subject to your training, competition and other reasonable non-commercial commitments.

4.2 You warrant that you are capable of entering into this Agreement and that you can grant the rights and fulfil the obligations contained herein.

## 5. ANTI-DOPING

5.1 You hereby acknowledge that you understand and agree to comply with:

- (a) Article 30 of the CGF Constitution which provides (in part) that the CGF will publish its Anti-Doping Policy;
- (b) the 2021 World Anti-Doping Code, the WADA International Standards and the Prohibited List in force at the time of the Games;
- (c) the Commonwealth Games Federation anti-doping standard, as published by the CGF from time to time, which in turn incorporates the 2021 World Anti-Doping Code, the WADA International Standards and the Prohibited List in force at the time of the Games, and any requirements set out therein, including regulations relating to the provision of whereabouts information, submission to in-competition and out-of-competition doping control and any other provisions that are communicated to you;
- (d) the Commonwealth Games Federation Doping Control process for obtaining a Therapeutic Use Exemption (“TUE”), if relevant, which will be in accordance with the WADA International Standard for TUEs.

Further, you agree to comply with (i) any other relevant anti-doping regulations, provisions, practices or procedures that may apply to you in relation to your selection by Team England, participation in the Commonwealth Games as part of Team England, or howsoever otherwise and (ii) any and all reasonable instructions in relation to anti-doping given to you by Chef de Mission, Team Leader or any other member of Team England in an athlete or other support personnel role.

5.2 You agree not to use, attempt to use, administer, have in your possession, attempt to have in your possession, traffic or attempt to traffic any substance including any recreational drug and/or use or attempt to use any method which is prohibited or restricted by the WADC and the WADA International Standard of Prohibited Substances and Methods, the CGF, the IF and/or Team England unless permitted to do so in accordance with all applicable regulations and under the express supervision of a United Kingdom qualified medical practitioner.

5.3 You agree to meet the pre-Games education requirements as specified in the Clean Games Policy to which Team England is a signatory and enforcer. You will make yourself available to undertake such education as directed by your NGB or UKAD. You acknowledge that failure to meet these requirements may cause you to be deselected.

5.4 Subject to any confidentiality obligations you may have, you agree to disclose to Team England any information relating to any TUEs you have or are in the process of applying for, missed tests, filing failures or pending adverse findings as soon as you become aware of them. All such information will remain confidential and secure and, where it comprises personal data, will be processed by us as set out in Clause 11;

5.5 You acknowledge that if you provide a positive doping sample or have three missed tests and/or filing failures during or before the Games Period this shall be a breach of this Agreement and Team England shall be entitled to exercise the sanctions set out in 'Breach of Agreement' (Clause 13) below even if you are not at the time suspended from competition (whether by the CGF, IF, UKAD, the NGB or otherwise).

5.6 As an Official, you agree to undertake, to a level of approved competency through certification, one of either a UKAD "Coach Clean" or UKAD "Advisor" online course as appropriate, as required by the UKAD Clean Games Policy and or by the CGF Policy.

## 6. MEDICAL

6.1 You (as an Athlete) and Team England hereby acknowledge and agree that all consultations with Team England medical personnel are confidential.

6.2 You (as an Athlete) undertake and agree:

- (a) to disclose to Team England's Chief Medical Officer (who is a qualified doctor) or to the duly appointed doctor of your sport (if any) who must be acknowledged by Team England as such ("**a Team Doctor**") as soon as possible any illness, injury or condition that may prejudice your proper participation or performance in the Games and/or the satisfaction or continued satisfaction (as the case may be) of the performance criteria which was set for your selection for the Team;
- (b) to disclose to the Chief Medical Officer or your Team Doctor as a matter of urgency any illness or condition that may be contagious and could prejudice the proper participation or performance in the Games of any other Team Member;
- (c) if reasonably requested by the Head Doctor, to authorise any medical practitioner, sports scientist or therapist whom you have consulted during the 12 months preceding the start of the Games Period or during the Games Period to provide the Chief Medical Officer with details of any illness, disease, medical condition or injury which you may have suffered or be suffering from, and all drugs and medication prescribed for you. The disclosure of such medical information is subject to the usual rules of medical confidentiality and is provided for the express purpose of determining whether a medical test or examination under Clause 6.2(d) below should take place;
- (d) to submit to such medical tests and examinations as reasonably directed by the Chef de Mission in consultation with your Team Leader, the nature and extent of such tests and examinations to be determined by the Chief Medical Officer (the full cost of which will be met by Team England) provided however that such tests and/or examinations are requested and carried out to determine your medical fitness to perform to the best of your ability, as judged against your prior performance results, at the Games and/or to satisfy and/or continue to satisfy (as the case may be) the performance criteria which was set for your selection for the Team and/or to determine whether or not you have breached any of the rules contained or referred to in this Agreement. You agree to grant the Chief Medical Officer authority to disclose any report or results to your Team Doctor, Team Leader and the Chef de Mission provided that you have been given the opportunity to see the report before it is submitted to the Chef de Mission and to make comments or withdraw part(s) of it. However, you understand that the fact that you have withdrawn or altered part(s) of the report will be documented and may be taken into

account in assessing your case by the Review Panel; consisting of CdM, CMO and TL or nominated sport representative;

- (e) that if following a medical test/examination carried out in accordance with Clause 6.2(d) above, there remains concern by either your Team Leader and/or Team England (including any of its authorised representatives) about your ability to compete to the best of your ability and/or to satisfy and/or continue to satisfy (as the case may be) the performance criteria which was set for your selection for the Team due to an underlying illness or injury, you shall submit to a series of pre-determined sports specific performance tests (and, if requested, on more than one occasion). Those tests will be determined either in accordance with the selection policy of your sport or in consultation with appropriate medical personnel, your Team Leader and the Chef de Mission (or his authorised representative); and
- (f) to relinquish your position in the Team forthwith if in the Chief Medical Officer's opinion, in consultation with your Team Doctor, Team Leader and the Chef de Mission, and after considering the results of any medical test or examination you are considered to be unable to perform at the Games to the best of your ability, as judged against your prior performance results, or to satisfy and/or continue to satisfy (as the case may be) the performance criteria which was set for your selection for the Team, or if you have failed the performance test carried out in accordance with Clause 6.2(e) above or that your participation would constitute an unacceptable risk of causing harm to you or others or aggravating an existing injury or illness.

6.3 You (as an Athlete) accept that if you relinquish your position in the Team the Chef de Mission may appoint the reserve athlete (if applicable) to the Team in your place.

6.4 You (as an Athlete) agree to comply with all reasonable directions given by the Chief Medical Officer (acting in consultation with your Team Leader and Team Doctor) and/or the Chef de Mission in relation to your health and fitness in connection with the Games and your participation therein.

6.5 If, as an Official, you are appointed or accepted by Team England as an England Team doctor and/or physiotherapist, or you are a duly appointed doctor and/or physiotherapist of your sport (a 'Team Medical Officer'), you undertake and agree (in acknowledging that Athletes have agreed to such disclosure under Clause 6.2 above):

- (a) to disclose to Team England's Chief Medical Officer as soon as possible prior to their competing at the Games, details of any illness, injury or condition that any Athlete under your care may be suffering which may prejudice that Athlete's proper participation or performance in the Games and/or the satisfaction or continued satisfaction (as the case may be) of the performance criteria which were set for that Athlete's selection for the Team;
- (b) to disclose to Team England's Chief Medical Officer as a matter of urgency any illness, disease, medical condition or injury which an Athlete under your care may have suffered or may be suffering from and all the drugs and medication prescribed by you during the 12 months preceding the start of the Games Period and during the Games Period; and
- (c) to submit any Athlete under your care to such medical tests and examinations as reasonably directed by the Chef de Mission, the nature and extent of such tests and examinations to be determined by Team England's Chief Medical Officer (the full cost of which will be met by Team England) provided however that such tests and/or examinations are requested and carried out to determine an Athlete's medical fitness to perform to the best of his/her ability, as judged against his/her prior performance results, at the Games and/or to satisfy and/or continue to satisfy (as the case may be) the performance criteria which was set for the Athlete's selection for the Team and/or to determine whether or not the Athlete has breached any of the rules contained or referred



to in this Agreement or their participation would constitute an unacceptable risk of causing harm to the Athlete or others or aggravating an existing injury or illness.

- 6.6 You (as an Official) agree to disclose to Team England's Chief Medical Officer as a matter of urgency any illness or condition that you become aware of that may be contagious and could prejudice the proper participation or performance in the Games of any Team Member.
- 6.7 You (as an Official) agree that should you seek or require medical assistance from an accredited Team England doctor and/or physiotherapist that you will co-operate fully with their advice and requirements and that you will make full and frank disclosure of any medical history that is relevant.
- 6.8 You (as an Official) accept to relinquish your position in the Team forthwith if in the Chief Medical Officer's opinion, in consultation with appropriate senior representatives of Team England, and after considering the results of any medical test or examination you are considered to be unable to perform your role as an Official at the Games, or if your participation in or attendance at the Games as part of Team England would constitute an unacceptable risk of causing harm to you or others or aggravating an existing injury or illness.
- 6.9 You (as an Official) agree to comply with all reasonable directions given by the Chief Medical Officer (acting in consultation with appropriate senior representatives of Team England) and/or the Chef de Mission in relation to your health in connection with the Games and your participation or attendance as part of Team England.

## **7. MEDIA, BROADCASTING AND PHOTOGRAPHY**

- 7.1 CGF accreditation obligations state that 'Under no circumstances, throughout the duration of the Games, may an athlete, coach, official, press attaché or any other accredited participant also be accredited or act as a journalist or in any other media capacity.' You agree that you will not breach such restriction during the Games Period.
- 7.2 You agree that you will not:
- (a) be accredited or act as a journalist or in any other media capacity on the television, on the radio, in newspapers or in or on any other broadcast or other medium (including the internet or mobile phone networks) or write or provide any media articles or stage any interviews in the first person at any time during the Games Period; or
  - (b) provide exclusive interviews, commentaries or appearances to the exclusion of other broadcasters or written or online media at any time during the Games Period.

For the avoidance of doubt, you are permitted (and encouraged) to engage in social media activity during the Games Period in accordance with the guidelines set out in Clauses 7.7 and 7.8 below and subject to any additional rules or regulations imposed by Team England, the CGF and/or the NGB or otherwise communicated to you.

- 7.3 You acknowledge and agree the Chef de Mission shall be the spokesperson on all matters concerning the Team, the arrangements for the Games, the venues of the Games and the management of the Team or fellow Team Members. The Chef de Mission may delegate responsibility to any other Official of the Team. Team Leaders or their appointed representatives are however entitled to act as spokespersons on all matters relating to the events within their sport and the prospects and performances of those Athletes within their sport whom they are managing, coaching or supporting at the Games;
- 7.4 You shall communicate directly with the media as directed by the Team's nominated media officers. Where you do deal with the media you must:

- (a) make every effort to project the best possible image of the Team and your own participation as a representative of the Team and England;
- (b) not make any negative or adverse comments on the performance or prospects of the Team or any Team Members;
- (c) not comment or behave in any way which may prove damaging, humiliating or defamatory to the Team, a Team Member, Team England, the English delegation any other team or competitor, the Trinidad and Tobago 2023 OC or any other Games Partner. You should always act in the best interests of the Team collectively whilst respecting all individual Team Members;
- (d) not refer to any commercial organisation which is not a Team England Partner unless you are expressly permitted to do so under this Agreement (e.g. in the context of personal thank you message in your own social media, as permitted under Clause 7.9(g)) or you have obtained Team England's express prior approval in writing and comply in all respects with the terms of such approval;
- (e) refer to any Team England Partner or any other Games Partner as reasonably required by Team England;
- (f) not, without Team England's prior approval, seek to move, reposition, cover or obscure any Team England Partner name, brand, logo or product (which may be placed as required by Team England), including on any Team Kit or other kit provided at or for the purpose of the media engagement;
- (g) not denigrate or do anything which may denigrate or reflect adversely on Team England, any Team England Partner or any Games Partner; and
- (h) only wear or use Team Kit provided by Team England where you are communicating directly with the media as reasonably directed by the Team's nominated media officers.

7.5 if so requested by Team England you agree to be present or speak at a minimum of one press conference or give at least one interview during each of the following periods:

- a) before the Games (for example, at Team Selection announcement, kitting out or at the Team England holding camp event)
- b) during the Games before you (as an Athlete) have finished competing or (as an Official) your sport and/or event or Athlete has finished competing;
- c) after the Games (for example, at a post Games specific event or press conference); and
- d) at any other mutually agreed time;

Team England acknowledges that any such interview or press conference is to take place at a reasonable time given, if you are an Athlete, your training and competition schedule and, if you are an Official, the training and competition schedule of your Team and those Athletes in your sport. Team England will arrange all such interviews or press conferences in consultation with your Team Leader and will on every such occasion cover all reasonable expenses to facilitate your attendance at any such interviews or press conferences. At all such Team England facilitated press conferences or interviews you agree to only wear Team Kit provided by Team England and you must otherwise comply with Clause 7.4 above in relation to such press conferences or interviews. You (as an Athlete) also acknowledge that such media appearances do not require a minimum of 4 athletes from 3 different sports but shall otherwise be subject to Clause 8.4 below.

- 7.6 You agree to be filmed, televised, photographed, identified and otherwise recorded in accordance with the Constitution during the Games under the conditions and for the purposes determined from time to time by the CGF including in relation to the promotion of the Commonwealth Youth Games and the Commonwealth Games movement.
- 7.7 The use of social media websites such as Instagram, TikTok, Facebook and Twitter provide a unique opportunity to share your Games experience. You are encouraged (but not obliged) to partake in all forms of social media and podcasts (or similar) whilst you are a Team Member in the lead up to and during the Games Period (so long as you are old enough to use the relevant media in accordance with, and otherwise comply with, the terms of service and user policies associated with the relevant media). You agree to be bound by and comply with the CGF Policy for the Use of Social Media at the Commonwealth Youth Games ("**the CGF Social Media Policy**") set out at Schedule 3 to this Agreement or any updated version of it, together with any other guidance or direction on social and/or digital media usage issued by Team England from time to time. During Games-time the CGF, Trinidad and Tobago OC and Team England will be actively monitoring all social media platforms, as well as digital media/the internet more generally.
- 7.8 In particular, but without limitation to any restrictions or obligations on you under the CGF Social Media Policy, which shall take precedence in the event of any conflict with this Clause 7.9, Team England and you each acknowledge and agree that:
- a) any rights or permissions to use social and digital media in connection with the Games are subject to your compliance with any age requirements or other terms of service and policies associated with the relevant media;
  - b) any breach by you of the CGF Social Media Policy shall also constitute a breach by you of this Agreement;
  - c) without prejudice to Clause 13 below or to any rights or remedies of Team England under this Agreement or at law any breach of the CGF Social Media Policy may lead to action being taken against you by the CGF;
  - d) your social and digital media activity in connection with the Games or during the Games Period may be on your own personal website or other social media or, with their consent, the website or other social media of Team England, Team England Partners or the NGB;
  - e) your social and digital media activity in connection with the Games or during the Games Period may also be on the website or other social media of non-commercial third parties (excluding commercial entities such as your own personal sponsors or the sponsors of the NGB) provided that there is no commercial association being made between such third parties, or any other advertising and/or sponsorship, and the Commonwealth Games, Commonwealth Games movement, and/or CGF related content included within your social and digital media activity;
  - f) your social and digital media activity in connection with the Games or during the Games Period must be limited to your own experiences and must always respect the privacy of other individuals;
  - g) you may post 'thank you' messages relating to your personal sponsors on your personal social media channels and personal website (but not in any other media) during the Games Period, so long as you ensure that any such posts do not:
    - i. include any branding or intellectual property of Team England or any Games Partner or otherwise relating to the Games (such as any medal, Team Kit or logo or any official Team England, Games Partner or Games hashtag);
    - ii. promote or endorse specific products or services;

- iii. exceed the following maximums:
  - A. no more than one 'thank you' message for each of your personal sponsors per event (an 'event' means the entire event so a 100m 'event' would include all of the heats);
  - B. no more than one 'thank you' message per personal sponsor on any one day;
  - C. no more than three 'thank you' messages per personal sponsor throughout the Games Period;
  - D. no more than a maximum of ten 'thank you' messages in total (across all days, events and personal sponsors) throughout the Games Period;
  
- h) you may maintain on your own website or fan-site during the Games Period, references to/images of you which:
  - i. contain biographical details of your achievements at the Games; and/or
  - ii. contain still photographs taken within Games venues (or moving images provided they are not of field of play); and/or
  - iii. contain written content in relation to your personal experience at the Games, provided always that such materials:
    - iv. appear only on pages of your website which do not contain overt third party or sponsor advertising; and
    - v. do not contain video or audio of field of play content from any Games venues; and
    - vi. represent an account of your personal experience and do not promote or in any way endorse a third party brand; and
    - vii. otherwise comply with the CGF Social Media Policy;
  
- i) your social and digital media activity (whether before, during or after the Games Period) must not contain;
  - i. broadcast footage from any Commonwealth Games, Commonwealth Games movement and/or CGF related venue or event or any stills or images taken from such footage;
  - ii. moving images, whether or not shot or recorded by you or anyone else, of any part of any session in training or competition venues at the Games (including live sport or ceremonies, results and/or statistics);
  - iii. any results and/or statistics;
  
- j) your social and digital media activity before, during and after the Games Period may contain still photographs and video of yourself taken within Commonwealth Games, Commonwealth Games movement and/or CGF related venues provided that:
  - i. it was created and is owned by you (or you have all necessary permissions from the owner of the rights in such photographs and/or video);
  - ii. does not include any broadcast footage or stills or images taken from such footage;
  - iii. does not contain video or audio content from any part of any session in training or competition venues at the Games (including live sport or ceremonies, results and/or statistics);
  - iv. does not include any results or statistics; and
  - v. is solely for your own personal, non-commercial use.

It is your sole responsibility to obtain consent of any other persons appearing in any photograph or video or having right in such photograph or video;

- k) your social and digital media activity (whether before, during or after the Games Period) must not feature any logo of the CGF, any logo of the Trinidad and Tobago 2023 OC or

Team England logo, without prior permission from the CGF, the Trinidad and Tobago OC or Team England

- l) save for 'thank you' messages in strict compliance with Clause 7.9(g) above, your social and digital media activity:
  - i. during the Games Period must not feature any commercial references, logos or sponsorship unless it is a Team England Partner or any Games Partner and you have their permission and subject always to the rules in the CGF Social Media Policy; and
  - ii. in any event, whether before during or after the Games Period, must not feature any commercial references, logos or sponsorship (relating to any third party, other than a Team England Partner or Games Partner) in association with the Games or together with any branding or intellectual property of Team England or any Games Partner or otherwise relating to the Games (such as any medal, Team Kit or logo or any official Team England, Games Partner or Games hashtag);
- m) you must make every reasonable effort to project the best possible image of the Team and your own participation as a representative of the Team and England;
- n) you must not make any negative or adverse comments on the performance or prospects of the Team or any Team Members;
- o) you must not comment or behave in any way which may prove damaging, humiliating or defamatory to the Team, a Team Member, Team England, the English delegation, any other team or competitor, the Trinidad and Tobago 2023 OC or any other Games Partner. You should always act in the best interests of the Team collectively whilst respecting all individual Team Members;
- p) must not refer to any commercial organisation which is not a Team England Partner in connection with the Games or during the Games Period unless you are expressly permitted to do so under this Agreement (e.g. in the context of a personal thank you message in your own social media, as permitted under Clause 7.9(g)) or you have obtained Team England's express prior approval in writing and comply in all respects with the terms of such approval;
- q) you must not denigrate or do anything which may denigrate or reflect adversely on Team England, any Team England Partner or any Games Partner; and
- r) you must comply with any rules that may be set by your NGB;
- s) If reasonably requested to do so, in the event that your social or digital media activity may breach the requirements of the CGF Social Media Policy or this Agreement, you shall promptly remove the relevant social or digital media content.

7.9 If requested by Team England to participate in social or digital media activity in the lead up to or during the Games Period, you agree to use your reasonable endeavours to participate in social or digital media activity where such participation, if you are an Athlete, will not conflict with your training and competition schedule and, if you are an Official, will not conflict with the training and competition schedule of your Team and those Athletes in your sport. Any social or digital media content provided by you may, at the sole option of Team England, appear on the Team England website and/or Team England social media (but Team England shall not be obliged to publish or distribute any such social or digital media content). You acknowledge and agree that the Team England website and Team England social media include promotion of Team England Partners and other commercial entities. However, Team England shall not directly associate any Team England Partner or commercial entity branding with specific social

or digital media content provided by you, in a way which is likely to imply that you or your social or digital media content, specifically (as opposed to Team England generally), is sponsored by the relevant Team England Partner or other commercial entity, unless expressly agreed with you otherwise. You also agree that any social media content you publish or distribute publicly may be reposted or recirculated by Team England.

## 8. SPONSORSHIP AND APPEARANCES

8.1 You acknowledge that Team England has certain exclusive trade mark rights to the use in the UK of "Commonwealth Games England" and "Bring It Home" together with the registered lion logo (currently used by Team England). You shall not use these trade mark rights for any commercial purpose or otherwise in the course of trade, unless you have Team England's prior approval in writing.

8.2 You agree:

- (a) not to use any intellectual property rights of Team England for commercial purposes without the prior approval in writing of Team England;
- (b) without limitation to Clause 8.2(a), not to use the name TEAM ENGLAND or any other intellectual property rights of Team England or any other Games Partner without the prior approval in writing of Team England;
- (c) to assist and co-operate with Team England and Team England Partners and comply with all reasonable requests of Team England (who will at all times consider your training, competition and other reasonable commitments) including making personal appearances to enable the Team England Partners to maximise the promotional benefits from their sponsorship of, or supply to, Team England. All reasonable expenses will be paid in relation to personal appearances;
- (d) that, subject to the limited exceptions set out in Clauses 7.9(g) and (h) and 8.3 (if applicable), during the Games Period you will not appear or participate in (or allow your "**Attributes**" as defined in Schedule 1 to appear or be used in) any advertising, promotion or marketing activities for any person, company or entity other than Team England and/or Team England Partners and/or the Trinidad and Tobago 2023 OC without the express prior written consent of Team England and the CGF. Team England's consent is conditional on receiving the CGF's consent;
- (e) without prejudice to Clause 8.2 (d) above, that you will not use and will not allow any personal sponsor(s), any sponsor(s) of the NGB or any other third party to use any image, audio or video of any of your Commonwealth Youth Games performances in any advertising, marketing and/or promotional material;
- (f) that you may accept gifts or rewards in respect of your performance at the Games from third parties (a "**Gift Provider**"), only on condition that you will not give your consent or allow such a Gift Provider to use your likeness, name or performance at the Games and/or during the Games Period for any promotional or commercial purpose relating to your acceptance of any such gift or reward unless you receive the prior express approval of Team England;
- (g) that the Trinidad and Tobago 2023 OC, CGF, Team England and anyone authorised by them may film, broadcast, photograph, identify and otherwise capture and/or record you and your Attributes before and/or during the Games and when appearing in a Team England Capacity (the relevant recordings and other output of such activity being the "Footage" for the purposes of this Agreement);
- (h) that the Footage shall be the exclusive property of the Trinidad and Tobago 2023 OC, CGF and/or Team England;

- (i) that you waive any and all moral rights that you may have in the Footage and that you shall not assert any such moral rights as against the Trinidad and Tobago 2023 OC, CGF Team England and anyone authorised by them;
- (j) that the Trinidad and Tobago 2023 OC, CGF and/or anyone authorised by them may copy, publish, broadcast and distribute the Footage in perpetuity to the public by any means, in any format and on any media or technology whether now existing or created in the future, as may be agreed by the Trinidad and Tobago 2023 OC and/or CGF, without payment or liability to you;
- (k) that Team England and/or Team England Partners may otherwise use such Footage (and any other recordings or output of filming, photography or recordings made of you or your Attributes by or on behalf of Team England, including when you are appearing with or for Team England Partners) for purposes determined from time to time by Team England (acting reasonably), including in relation to the promotion of Team England and/or Team England Partners (and, for the avoidance of doubt, such filming, televising and photography may take place in the vicinity of or in front of Team England and/or Team England Partner branding);
- (l) that any still photographs or still images taken by you at the Games are for your personal, private, non-commercial and non-promotional purposes only, unless prior written consent is obtained from Team England (which consent may be dependent on the receipt of consent from the Trinidad and Tobago 2023 OC and/or CGF or persons authorised by them); and
- (m) that all broadcast rights associated with the Games are reserved for official broadcasters and that you shall not record, or transmit in any form, moving images of any part of any session in competition venues (e.g. live sport or ceremonies) at the Games.

8.3 Your personal sponsors shall be entitled to use your Attributes during the Games Period, (and you shall not be required to seek a separate written permission from Team England in relation to such use) only if and to the extent that all of the following conditions are met:

- (a) the relevant personal sponsor obtained your prior consent;
- (b) the only reference to Commonwealth Games performance is factual and in the context of other achievements;
- (c) the advertising is otherwise generic and does not contain any references to or intellectual property (e.g. logos, images, Team Kit, medals) of or relating to the Games, the Commonwealth movement, CGF, Team England or any Games Partner or repost, link to or engage with any official Team England or Games posts in a way which may suggest a commercial association;
- (d) the relevant personal sponsor has notified Team England providing details of their intended advertising materials to run during the Games Period – and the relevant advertising materials have been available in-market - by 7th July 2023 (or by 21st July 2023 if you are selected after 7th July 2023), and such materials run consistently with such notification to Team England and their use prior to the relevant date, in both nature and frequency, during the Games Period; and
- (e) the advertising runs continuously from prior to 7th July 2023 (or 21st July 2023 if you are selected after 7th July 2023) and continues through the Games Period in the same form.

8.4 From time to time, whether before, during or after the Games, Team England may wish to use your Attributes (including your name, photographs and/or footage taken of you at the Games) for its own purposes, including promoting and marketing England's participation in the

Commonwealth Games, or any future Commonwealth Games, any future England bid for the Commonwealth Games and/or as part of current or historical records or publications of or concerning the Team. You agree that Team England may use your Attributes free of charge for any such purposes provided always that any such use does not imply a direct endorsement of a particular company or product or service unless otherwise agreed with you. Except where you appear in person as part of any media activity or event (and any communications materials reporting on such media activity or event) and without limitation to Clauses 8.2(g)-(m)(inclusive), Team England shall procure, if you are an Athlete, that any such promotional use of your Attributes by Team England is limited to you appearing and being portrayed as a member of the Team with other current or past members of the Team (meaning a minimum of 4 athletes, including you, from a minimum of 3 sports will be depicted with no undue prominence for any athlete and which you acknowledge and agree may involve Team England Partners creating montages).

8.5 Team England may wish to use your Attributes (including your name, photographs and/or footage taken of you at the Games) for commercial purposes (including granting such rights to current Team England Partners). You agree that any current Team England Partner may use your Athlete Attributes for the Team England partner's own commercial purposes (including advertising, marketing or promotional activity) without needing to obtain any further consent from you, provided always that, except where you appear in person as part of any media activity or event (and any communications materials reporting on such media activity or event, any such use is limited to you appearing and being portrayed as a member of the Team with other current or past members of the Team (meaning a minimum of 4 athletes, including you, from a minimum of 3 sports will be depicted with no undue prominence for any athlete and which you acknowledge and agree may involve Team England Partners creating montages). Team England shall:

- (a) require that any Team England Partner featuring your Attributes in accordance with this clause does so only to promote its relationship with Team England;
- (b) require that any Team England Partner featuring your Attributes does not do so in such a way as would amount to derogatory treatment of your Attributes, portray you as a caricature or expose you to ridicule;
- (c) not authorise any Team England Partner to expressly state or imply any personal endorsements by you of its product or service unless that has been agreed separately between the Team England Partner and you; and
- (d) use its reasonable endeavours to ensure a reasonable rotation of Team Members with regard to the use of your Attributes by Team England Partners.

8.6 Team England acknowledges that certain Team Members may have entered or may enter into personal sponsorship agreement(s) prior to signing this Agreement with sponsors whose products and/or services conflict with the products and/or services of a Team England Partner. Accordingly, in the case of those Team Members who have notified Team England of a conflicting personal sponsor by 7th July 2023 (or by 21st July 2023 if they are selected after 7th July 2023), Team England will not (without limitation to Clause 9.1) request that Team Member to appear in any commercial advertising, marketing or promotional activity organised exclusively by or for the exclusive benefit of a conflicting Team England Partner.

8.7 Nothing in this Agreement shall prevent you, any of your personal sponsors or any of the sponsors of the NGB from making a factual statement or reference that you participated in the Games provided that no commercial association is made between the sponsor and the Team or the Games and that any factual statement is made in accordance with any published guidelines issued by Team England.

## **9. TEAM CLOTHING**



- 9.1 As per the style guide supplied to you with your Team Kit, you agree to wear the Team Kit as supplied by Team England or Team England's official suppliers:
- (a) at all times during the Games Period; and
  - (b) otherwise if and to the extent that you are acting in a Team England Capacity before or after the Games Period, including after the expiry of this Agreement (such as at official post-Games celebration parades or events),
- (save to the extent you have the express prior written authority of the Chef de Mission to wear alternative clothing and/or headwear or for legitimate religious reasons).
- 9.2 To the extent you are authorised to wear any clothing or headwear or to use any equipment not supplied by Team England or by one of Team England's official suppliers, all such items will either comply with the CGF guidelines on trade mark identification or, if so instructed by Team England, be unbranded or as otherwise reasonably required by Team England (including for example the colour).
- 9.3 You agree to use reasonable endeavours to keep all official Team Kit in good condition and not to modify it or any part of it in any way, attach anything to it or any part of it, obscure or attempt to obscure any logo or deliberately damage any part of the Team Kit in any way whatsoever. You further agree to ensure wherever possible that the relevant manufacturer's and Team England's trade mark and/or name are clearly visible at all times on Team Kit.
- 9.4 You acknowledge that the Team Kit will be supplied to you for the sole purpose of you being a member of the Team and participating in the Games and accordingly you agree that all such Team Kit is and remains at all times the property of Team England. Therefore, you agree that you do not have any rights to use any part of the Team Kit at any time for any promotional or commercial purposes or permit any such use by any third party without the prior written consent of Team England. Furthermore you agree that you will not nor will you authorise any third party to sell or otherwise commercially exploit or attempt to sell or otherwise commercially exploit any item of Team Kit, save as expressly provided for in this Agreement.
- 9.5 Notwithstanding any other provisions of this Agreement, you shall be permitted to wear your own footwear at all times. You agree to comply with any reasonable request from Team England regarding colour or style of non-competition footwear.
- 9.6 If requested by Team England, you agree to supply one autographed item of Team Kit for the purposes of display and/or to assist Team England with its fundraising and/or for Team England to provide to Team England Partners.
- 9.7 During the Games Period, you shall comply with CGF guidelines on athlete/participant advocacy, demonstrations and political, religious and/or racial propaganda, as notified to you by Team England. During the Games Period you agree not to wear (including for the avoidance of doubt any jewellery), have tattooed, branded, painted, shaved, cut, pierced, applied or affixed to, into or onto or otherwise appearing on your body (including, but not limited to, onto or into your hair and/or nails, teeth or onto or into your spectacles or contact lenses) or equipment, any name, logo, design or identification of any commercial entity or, to the extent that it may breach the applicable CGF guidelines, any political entity, in any shape or form other than as expressly permitted in this Agreement or otherwise approved by Team England. Any pre-existing tattoos and other body modifications or body art that contravene this clause must be covered up by whatever means as reasonably requested by Team England.

## **10. GAMBLING AND BETTING**

- 10.1 You agree:

- (a) not to place a bet or gamble (prior to as well as during the Games) on any event held at the Games;
- (b) not to engage in any activity associated with betting or gambling at the Games (including providing any assistance to a third party);
- (c) not to appear in, participate in or permit your Attributes to be used for or in connection with the endorsement, promotion or marketing of any betting or gambling entity that relates to the Games;
- (d) not to do anything to contrive, manipulate or fix a particular result or passage of play or competition or solicit anyone to do so; and
- (e) to immediately inform the Chef de Mission should you be approached by anyone in relation to betting or gambling, or become aware of any form of illegal practices in relation to betting or gambling whatsoever in connection with the Games.

10.2 Subject to compliance with the Data Protection Act 1998, the Data Protection Act 2018 (and any other applicable legislation governing data protection) and to Clause 11.1, Team England reserves the right to share information on any illegal gambling practices or suspect betting activity with the police, the CGF, the Trinidad and Tobago 2023 OC, the IF and/or the NGB, any gambling regulator or any other body that Team England deems reasonably appropriate.

## **11. DATA PROTECTION**

11.1 Team England shall process your personal data in accordance with the Privacy Policy, which can be found at <https://teamengland.org/privacy-policy>.

## **12. RESTRAINT OF TRADE**

You acknowledge that this Agreement will restrict your freedom (for the term of this Agreement or as otherwise expressly stated) to exploit your Attributes and you expressly acknowledge and agree that such restrictions are necessary and reasonable for the purposes of funding the preparation, participation and reward of potential and actual members of the Team and for the purposes of protecting and promoting the CGF, the Commonwealth Games movement in the United Kingdom and throughout the world, Team England, the Team and the development and participation of competitors in future Commonwealth Youth Games and Commonwealth Games.

## **13. BREACH OF AGREEMENT**

13.1 Should you breach this Agreement the process as set out in the Disciplinary Procedure at Schedule 2 to this Agreement will apply.

13.2 Subject to Clause 13.1, should you breach any part of this Agreement or should you (or your parent/guardian if you are aged under 18), without limitation, fail to meet the requirements set out in Clause 2.4), Team England, the Chef de Mission or their authorised representative may in their absolute discretion apply one or more of the following sanctions taking into account the nature and effect of the breach:

- (a) terminate your membership of the Team;
- (b) require you to leave the Village and the Games;
- (c) exclude you from competition;
- (d) cancel and/or withdraw your accreditation;

- (e) require you to take or not take such action as deemed appropriate by the Chef de Mission to remedy such breach;
- (f) impose an appropriate financial sanction, being proportionate to the offence and taking into account your means and previous disciplinary record;
- (g) exclude you from participation at or in the opening and/or closing ceremonies of the Games;
- (h) exclude you from any Team England event; and/or
- (i) cancel and/or withdraw any or all benefits to which you would otherwise have been entitled under this Agreement.

13.3 You agree that failure by Team England, the Chef de Mission or his authorised representative to enforce at any time any of the provisions of this Agreement shall not be construed as a waiver of such provision and shall not preclude the subsequent enforcement by Team England, the Chef de Mission or his authorised representative of that provision.

#### **14. RELEASE AND INDEMNITY**

14.1 For the purposes of this Clause 14, Team England shall mean and include Team England, its directors, officers, volunteers, employees, contractors and agents.

14.2 Nothing in this Clause 14 or elsewhere in this Agreement shall operate to exclude Team England's liability for death or personal injury caused by its negligence, for fraud or fraudulent misrepresentation or for any other liability that it is unlawful to exclude or limit.

14.3 Subject to Clause 14.2, you hereby agree and acknowledge that you take part in the Games of your own free will and at your own risk, that you shall take all reasonable measures to protect yourself from the risks of participation and the activities you undertake while at the Games and that Team England shall not be nor be deemed to be responsible or liable whether in contract or in tort or under any statute for:

- (a) any personal injury (including illness) which may be suffered by you or any damage sustained to your personal property at the Games, unless it arises as a direct result of a deliberate or wrongful act or omission of Team England or as a result of its negligence; or
- (b) any other loss or damage suffered by you as a result of your performance of your obligations under this Agreement, Team England's performance of its obligations under this Agreement, the use made by Team England or Team England Partners of your Attributes in accordance with this Agreement; or your participation in the Games,

14.4 You agree and acknowledge that:

- (a) you are responsible for all property you bring to Games sites;
- (b) you will remain aware and informed of any specific measures and rules adopted or implemented by the Trinidad and Tobago 2023 OC, the UK Government, the Trinidad and Tobago Government, the CGF any other entities involved in the implementation of such measures, which may be included in any rules, guidance and/or instructions (including any updates to them) referred to in Clause 2 above and understand the importance of complying with them as a condition to you being granted and to maintain your accreditation of the Games;
- (c) you will reimburse Team England in respect of all financial liabilities reasonably incurred by Team England in relation to all actions, proceedings, demands, costs and expenses

whatsoever which may be taken or made against Team England or incurred or become payable by Team England as a consequence of your breach of this Agreement. Team England agrees to keep you fully informed of any such actions, proceedings, demands, costs and expenses and what steps are being or will be taken in any such matters.

## **15. NO EMPLOYMENT**

You agree that at all times you are acting as an independent contractor and that this Agreement is not a contract of employment and does not make you an employee of Team England or grant you 'worker' status as defined in law.

## **16. CONFIDENTIALITY**

You undertake to keep the terms of this Agreement confidential and you further undertake not, without Team England's prior written consent, to disclose any of the terms of this Agreement to any third party other than to your professional advisers (including your agent or the British Athletes Commission "BAC") or as required by law. Any disclosure to professional advisers shall be on a strict 'need to know' basis and then subject to a condition of confidentiality. This obligation of confidentiality shall not apply to any terms which are already in the public domain as at the date of this Agreement, other than as a result of disclosure by you. Other than on a 'need to know' basis (including UKAD, the Trinidad and Tobago 2023 OC and the CGF) (or as may otherwise be set out in the Privacy Policy which can be found at <https://teamengland.org/privacy-policy>), Team England agrees to keep all personal information provided by you excluding your biographical details and any other information which is already in the public domain confidential at all times.

## **17. GOVERNING LAW AND JURISDICTION**

17.1 This Agreement and any dispute or claim arising out of or in connection with it or in respect of its subject matter or formation (including non-contractual matters connected hereto) shall be governed by the laws of England and Wales.

17.2 If any dispute arises between the parties in respect of, out of or in connection with this Agreement, or in respect of its subject matter or formation (including non-contractual matters connected hereto) the parties agree that they will:

- (a) use their reasonable endeavours to resolve the dispute by agreement and/or in accordance with any applicable procedures or rules established by Team England (including the Disciplinary Procedure set out in Schedule 2 to this Agreement);
- (b) if before the Games Period an agreement cannot be reasonably and promptly reached and/or if the dispute remains unresolved or either party wishes to appeal a decision, or in the event that you wish to appeal a decision made under the Disciplinary Procedure set out in Schedule 2 to this Agreement, the dispute shall be referred to and finally resolved by arbitration under the Arbitration Rules of Sport Resolutions (the trading name of Sport Disputes Resolution Panel Limited) by a sole arbitrator appointed in accordance with those rules. The seat of the arbitration shall be London; and
- (c) if during the Games Period an agreement cannot be reasonably and promptly reached and/or if the dispute remains unresolved or either party wishes to appeal a decision, or in the event that you wish to appeal a decision made under the Disciplinary Procedure set out in Schedule 2 to this Agreement, the dispute shall be referred to and finally resolved by Court of Arbitration for Sport ('CAS') ad hoc division in accordance with the rules of CAS introduced for the Games.

## **18. CONTINUING EFFECT**

Expiry or termination of this Agreement shall not affect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such expiry or termination including this Clause 18, Clauses 1, 2, 3.2, 4.1(e), 4.1(g), 4.1(j), 4.1(k), 7.3, 7.4, 7.5, 7.6, 7.7, 7.8, 7.9, 8.1, 8.2(a), 8.2(b), 8.2(e) – (m) (inclusive), 8.3, 8.4, 8.5, 8.6, 8.7, 9.1, 9.4, 9.5, 9.6, 10, 11, 12, 13, 14, 15, 16 and 17 above and Clause 19 below, which will continue beyond the term of this Agreement as set out in Clause 1.3 above.

## **19. MINORS (THOSE UNDER 18 YEARS OF AGE)**

- 19.1 If you (as an Athlete) are under 18 years of age at the date of entering into this Agreement you also agree this Agreement is for your benefit and that your selection for, and participation in, the Team and your ability to receive the benefits under this Agreement are conditional on your parents or other persons with parental responsibility for you also signing the acknowledgement and acceptance form enclosed with this Agreement headed 'Acceptance of Team Member's Agreement'.
- 19.2 Team England's Safeguarding Policy exists for the protection of athletes who are under the age of 18 and vulnerable adults under Team England's control and applies to protect the welfare of those athletes. A copy of Team England's Safeguarding Policy is available from Team England on request.

## **20. GENERAL**

- 20.1 This Agreement and the documents referred to in it sets out the entire agreement between the parties, and overrides any prior correspondence or representations relating to its subject matter. All warranties and conditions not set out in this Agreement whether implied by statute or otherwise are excluded to the extent permitted by law. You acknowledge that this Agreement has not been entered into in reliance on any warranty, statement, promise or representation other than those in this Agreement. You will have no claim against Team England for a misrepresentation (unless that misrepresentation was made fraudulently) or in respect of any warranty other than those in this Agreement.
- 20.2 If any provision of this Agreement is ruled to be invalid for any reason, that invalidity will not affect the rest of this Agreement which will remain valid and enforceable in all respects.
- 20.3 Any variation to this Agreement must be in writing and signed by our respective authorised signatories.
- 20.4 This Agreement shall not be assigned by you without Team England's prior written consent. No third party shall have the benefit of or the right to enforce any term of this Agreement.

Your selection and continued membership of the Team is conditional upon you entering into the Agreement as outlined above and observing its terms and conditions.

**This is a legally binding document. Therefore, you should ensure you have read it carefully so as to understand it and if necessary, seek independent legal advice and / or that of the BAC.**

Having read and understood this Agreement you should sign and date the acknowledgement and acceptance form enclosed with this Agreement headed 'Acceptance of Team Member's Agreement' (and if you are under 18 you and your parent(s) or guardian(s) must also sign the acknowledgement and acceptance form enclosed with this Agreement headed 'Acceptance of Team Member's Agreement') and such form must be returned to Team England through your Team Leader. You should keep this Agreement for your own records. If you have any questions, please do not hesitate to contact Team England or refer to your Team Leader.

## SCHEDULE 1

### SCHEDULE 1 - DEFINITIONS AND INTERPRETATION

#### DEFINITIONS

1. In this Agreement the following expressions shall have the following meanings unless the context otherwise requires:

“Athlete”	means any member of the Team who is a competitor;
“Attributes”	means your name, nickname, image (and any representation of such image whether two dimensional or three dimensional), hand or foot prints, likeness, voice recording, signature and performance (including performance at the Games and recent and historical performances); and “Attribute” means any one of them;
“BAC”	British Athletes Commission
“CGF”	means the Commonwealth Games Federation;
“Chef de Mission”	means the individual appointed by Team England to lead the England Team delegation at the Games and reference to the Chef de Mission shall include any person with designated authority from the Chef de Mission;
“Chief Medical Officer”	means the lead doctor appointed by Team England who is responsible for all medical issues of the Team;
“Clean Games Policy”	means the Clean Games Policy 2021-2024 as managed by UKAD;
“Games Partner”	means the Trinidad & Tobago 2023 OC, CGF, Team England, any other Commonwealth Association, the International Federations and National Governing Bodies organising or controlling sports included in the Games and the official sponsors, partners and suppliers of the Trinidad & Tobago 2023 OC, CGF and Team England;
“Games Period”, “duration of the Games”, “period of the Games”, and “during the Games” or “the Games”	means the period set out in Clause 1.4 of this Agreement; means the 2023 Commonwealth Youth Games to be held in Trinidad and Tobago;
“IF”	means the International Federation for your sport;
“NGB”	means the National Governing Body for your sport in England;
“an Official”	means any member of the Team who is not a competitor;
“Team England Capacity”	means whenever, having been requested or invited by Team England, you are carrying out an appearance on Team England business or on behalf of Team England

or otherwise representing Team England by virtue of your membership of the England Team before, during and after the Games, including travel to and from the Games and post Games celebrations and appearances;

"Team England Partner"	means the official sponsors, suppliers, supporters, licensees and any other commercial and non-commercial including funding partners of Team England or the Team from time to time, currently or in the future;
"the Team and/or the England Team"	means all Team Members, namely all Athletes and Officials who are accredited as members of the 2023 Commonwealth Youth Games delegation known as the 2023 Commonwealth Youth Games England Team;
"Team Doctor"	means the duly appointed doctor of your sport (if any) and who is acknowledged by Team England as such;
"Team Kit"	means clothing (including formalwear and sportswear), headwear, accessories and any other items provided to you by Team England or Team England Partners;
"Team Leader"	means the one individual nominated and accepted by Team England as the team leader or person responsible for your sport;
"Team Member"	means a member of the England Team;
"Trinidad and Tobago 2023 OC"	means Trinidad and Tobago 2023 Limited, the Organising Committee for the 2023 Commonwealth Youth Games;
"TUE"	means therapeutic use exemption;
"UKAD"	means United Kingdom Anti-Doping Limited (trading as UK Anti-Doping), a company limited by guarantee registered in England and Wales with company number 6990867 and whose registered office is SportPark, 3 Oakwood Drive, Loughborough, LE11 3QF;
"Villages"	means the athlete villages at the Games and its constituent surroundings;
"WADA"	means the World Anti-Doping Agency; and
"WADC"	means the World Anti-Doping Code.

## INTERPRETATION

2. In this Agreement:
  - 2.1 Clause, schedule and paragraph headings shall not affect the interpretation of this Agreement.
  - 2.2 a *person* includes a natural person, corporate or unincorporated entity (whether or not having a separate legal personality).

- 2.3 the schedules to this Agreement shall be deemed to form part of this Agreement and shall have effect as if set out in full in the body of this Agreement (including that any breach of such schedules shall constitute a breach of this Agreement). Any reference to this Agreement includes the schedules.
- 2.4 words in the singular shall include their plurals and vice versa.
- 2.5 a reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 2.6 a reference to a document is to that document as amended or varied from time to time.
- 2.7 the headings do not affect the interpretation of this Agreement.
- 2.8 where the words *include*, *including* or *in particular* are used in this Agreement, they are deemed to have the words *without limitation* following them. Where the context permits, the words *other* and *otherwise* are illustrative and shall not limit the sense of the words preceding them.
- 2.9 any obligation in this Agreement on a person not to do something includes an obligation not to agree, allow, permit or acquiesce to that thing being done.
- 2.10 if there is any conflict or inconsistency between any of:
- (a) a term in the main part of this Agreement;
  - (b) a term in any of the Schedules; and
  - (c) any term included in any other document referred to in this Agreement,

the term falling into the category first appearing in the list above shall, unless expressly stated otherwise, take precedence.



## SCHEDULE 2 - DISCIPLINARY PROCEDURE

As a Team Member, you acknowledge that it is imperative that any disputes are dealt with quickly and with minimal disruption to the Team and agree that the procedures set out in this Disciplinary Procedure for resolving disputes are fair and reasonable. The following process will apply to you whilst this Agreement is in force.

Both Team England and you acknowledge and accept that time is of the essence in resolving any disciplinary matter prior to or during the Games Period and acknowledge and accept the need for the matter to be dealt with swiftly, whilst recognising the right to a fair hearing.

Team England will always attempt to resolve any disciplinary matter through discussion involving the Team Leader and/or you in the first instance. The Disciplinary Procedure set out in this Schedule 2 shall only be instigated in the event of a failure to resolve any disciplinary matter through amicable means or in the event of a serious breach.

1. The Chef de Mission will notify you in writing of any alleged disciplinary charge against, or any alleged breach of this Agreement by, you (the 'Notification'). The Notification shall also include the time and location of the disciplinary hearing (if necessary, a disciplinary hearing may be conducted by telephone or video conferencing or some other appropriate means whereby all participants may be heard or seen).
2. You are entitled to be accompanied by another person of your choice to the disciplinary hearing. The Team Leader will also be asked to attend and if not able to attend may nominate a representative from the NGB to attend on his or her behalf.
3. The disciplinary hearing will be undertaken by a panel comprising of the Chef de Mission and two other individuals drawn from the Deputy Chefs de Mission, the Team England Board, the Team England Chief Executive and/or Team England's legal advisers and/or any other person the Chef de Mission deems necessary (the 'Disciplinary Panel').
4. Team England and/or you may submit written evidence and/or hear or call evidence from third parties who were involved in the incident in question but the party calling that evidence must notify the other party of the evidence being called or heard before the disciplinary hearing.
5. If you do not attend the disciplinary hearing at the time and place designated in the Notification and fail to provide the Disciplinary Panel with reasonable prior notice of your non-attendance then a decision can be taken by the Disciplinary Panel in your absence.
6. The Team Member and the Team Leader will be told orally at the disciplinary hearing of any decision and sanction. This will be confirmed in writing by the Chef de Mission within 24 hours. The sanctions that may be applied by the Disciplinary Panel are listed in Clause 13.2 of this Agreement.
7. Any appeal by you of any Disciplinary Panel decision or sanction shall be in accordance with Clause 17 of this Agreement.

### **SCHEDULE 3 - CGF SOCIAL MEDIA POLICY**

To be provided to you following the date of this Agreement.

## **SCHEDULE 4 - COMMONWEALTH GAMES ENGLAND CODE OF CONDUCT**

While every sport will have its own Code of Conduct which will still apply to each sport, this overarching Code of Conduct is one to which England Team Members must adhere as a minimum level.

The following code of conduct will apply to Team England at the Trinidad & Tobago 2023 Youth Commonwealth Games. It has been devised in conjunction with Sport Team Leaders and has been put in place to ensure every athlete has a safe and positive experience at the Games.

I acknowledge that I have read and understood this Code of Conduct and agree to abide by it and where appropriate by my own sport's codes. I understand that abuse of this Code of Conduct may render me liable to disciplinary action by Team England and/or, if appropriate, withdrawal from the England Team by the Chef de Mission.

1. The Games Village hotels including HQ will be for accredited personnel only – family and friends will not be able to gain access.
2. Official Team England kit is to be worn in all Games environments (including in the hotels, Athletes' Village and travelling to and from venues and the Games).
3. Games accreditation must be worn at all times so it is visible and outside of clothing.
4. Proper personal and professional behaviour should be demonstrated at all times, including when using social networking sites.
5. Every athlete and official must adhere to Team England's no alcohol policy from departure to the Games to their return to England.
6. A number of activities (including swimming pool, sea and beach based leisure activities) are available within the Team England hotel; some sports will be using these as part of their hotel based training under direction of their Team Leader. Use during down time will be at the discretion of Team Leaders and will be competition schedule dependent.
7. We are in a sunny beach environment, sunburn and dehydration both detrimentally impact sporting performance, when outside wear sun cream, keep hydrated, wear sun protective clothing including a hat and seek shade.
8. Athletes and Officials must sign in and out of the Team England HQ upon arriving at/leaving the hotel.
9. Team England will provide designated space for socialising and recovery – When using and moving around our accommodation be aware of other athletes needs to sleep and prepare for competition.
10. Only Team England in our accommodation and bedroom areas. No Team England member should enter the bedroom of a team member of another nation whether they are invited to or not.
11. When leaving the Team England hotel athletes must travel in groups – number determined by Team Leader – and with a member of staff at all times.
12. The Team England hotel will operate with a curfew of 22:00. It is expected all athletes are within the hotel by this time unless agreed with their Team Leader.
13. Supporting other Team England athletes is encouraged outside of competition and training/recovery time.
14. All team passports will be held centrally at Team England HQ.



## ACCEPTANCE FORM FOR TEAM MEMBER'S AGREEMENT (ATHLETE & OFFICIAL)

### Team Member's Name

I,.....(insert full name)

of .....(insert address)

.....

born on .....(insert date of birth)

have read the agreement entitled Trinidad and Tobago 2023 Commonwealth Youth Games Team Members Agreement (Athlete & Official) including the Code of Conduct.

### Your Sport

I wish to be considered for selection for Team England in the sport of:

..... (insert sport)

### Team Member's Agreement

I agree to the terms and conditions of the Commonwealth Games England (Team England) Team Member's Agreement and Code of Conduct for the Trinidad and Tobago 2023 Commonwealth Youth Games.

I understand that the Agreement will not come into force or take effect unless, and until, I am selected for the Team and that selection is announced by the Team England as set out in the Agreement.

I acknowledge that I have been invited to take independent legal advice on the terms of this Agreement and its implications and I have been given reasonable opportunity to do so.

### Sponsors

As at the date of signing this Agreement I have personal sponsor relationships with the following companies:

.....(insert sponsors)

### Team Member's Signature

.....  
(if under the age of 18 please also complete the form overleaf)

Date:.....

**Please return this completed acceptance form to CGE by 19th June 2023 either via email to [getset@teamengland.org](mailto:getset@teamengland.org) or to our office address below:**

Address: Emily Scott  
Commonwealth Games England,  
5th Floor Holborn Tower,  
137-144 High Holborn,  
London, WC1V 6PL



**PARENT/GUARDIAN SIGNATURE IF UNDER 18 AT THE DATE OF SIGNATURE**

If you are under the age of 18 as at the date of signing this form, it must also be signed by your parent/guardian.

In consideration of Team England:

- a) selecting the above named Team Member and
- b) providing the above named Team Member with the benefits described in the Team Member's Agreement (the "Agreement"),

I/We, the undersigned parent(s)/guardian(s) agree (and if more than one agree jointly and severally) that:

- the Team Member is under the age of 18 years as at the date of signing the Agreement;
- I/We have read and understood the Agreement and the Code of Conduct and have fully explained to the Team Member the terms and effects of the Agreement and have sought and obtained independent clarification and advice wherever it was necessary;
- the Team Member has read the Agreement and together with our full explanation understands its terms and effects;
- the Agreement is for the benefit of the Team Member;
- I/We will procure and guarantee the obligations of the Team Member under the Agreement;
- the Team Member's membership of the Team may be terminated in the event of any breach of the Agreement;
- the Team Member may be subject to other penalties as set out in the Agreement for any breach of the Agreement.

I/We, the undersigned parent(s)/guardian(s) of the Team Member agree (and if more than one agree jointly and severally) to accept liability for the Team Member's performance of his/her obligations under the Agreement and will indemnify Team England for any breach of this Agreement and/or the Code of Conduct by the Team Member.

**Signed by:**

.....  
Parent(s)/Guardian(s)' Signature(s)

**Name(s) and Address(es) of Parent(s)/Guardian(s) (if different from above)**

.....  
.....  
.....

**Please attach this to the completed acceptance form.**