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BASKETBALL ENGLAND
ELIGIBILITY AND PARTICIPATION
EXEMPTION POLICY
MAY 2023

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INTRODUCTION

- 1.1 Basketball England (a company limited by guarantee, incorporated and registered in England and Wales with company number 01429756 whose registered office is at Etihad Campus Rowsley Street, Gate 13, Manchester, England, M11 3FF) is the national governing body (“**NGB**”) responsible for regulating within its jurisdiction the participation of persons as competitors in all the disciplines of the sport of basketball in England (including 5v5, 3v3, disability basketball and walking basketball) (“**Basketball**”). Basketball England is responsible for determining the competition framework for Basketball including the eligibility and participation criteria of its participants.
- 1.2 Basketball England has a duty of care to all Athletes competing in Basketball. The purpose of this document is to provide a clear process which enables Athletes to apply for an exemption to the Eligibility Criteria (this “**Policy**”). This Policy reflects Basketball England’s commitment to providing safe, fair, inclusive, and non-discriminatory opportunities for all.
- 1.3 Basketball England undertakes to make available (on request) to Athletes electronic copies of this Policy as amended from time to time. Electronic copies of this Policy are available on the Basketball England website (the “**Website**”). The Website will also contain contact details in the event that (i) any person is unable to download this, Policy; and/or (ii) any person requires this Policy in another form, for example, in braille or large print. All requests will be considered on their merits on a case-by-case basis. In circumstances where an individual has been classified as having an intellectual impairment, Basketball England shall use all reasonable endeavours to communicate the contents of this Policy to such individual in the most appropriate manner and form in liaison with the parent of, or other person with responsibility for such individual.

2. DEFINITIONS AND INTERPRETATION

- 2.1 The following terms have the following meanings:

Academy:	an institution which enters a team(s) in an Academy Competition
Academy Competitions:	Elite Academy Basketball League (EABL), Women’s Elite Academy Basketball League (WEABL) & College Basketball League (CBL)
Academy Rules:	Rules and Regulations as in place from time-to-time governing Elite Academy Basketball League (EABL), Women’s Elite Academy Basketball League (WEABL) & College Basketball League (CBL)
Athlete:	any athlete who competes in Basketball under the jurisdiction of Basketball England;
Applicable Laws:	any and all: (i) laws, statutes, regulations, decisions, rulings, directives, codes of practice, government policies, enactments or instruments (including national, regional, local or principal laws, regulations or by-laws of any kind whatsoever) relevant to this Policy;
Basketball Rules:	the rules and regulations from time to time in force of Basketball England, national association or league under the auspices of the BBF or FIBA (including the FIBA

Regulations) to the extent that they relate or apply to Basketball England and/or the Athlete;

- BBF:** the British Basketball Federation. The BBF is the national NGB responsible for regulating within its jurisdiction the Athletes representing Great Britain in the sport of Basketball in Great Britain. The BBF is a Member Federation of FIBA;
- Club:** any Basketball club licensed by Basketball England to which the Athlete is officially registered from time to time (including any club to which the Athlete's registration is temporarily transferred);
- Competition(s):** Basketball competitions under the jurisdiction of and licenced by Basketball England as in place from time to time;
- Data Protection Legislation:** all applicable laws relating to data protection, the processing of personal data and privacy, including: the Data Protection Act 2018, the General Data Protection Regulation (EU) 2016/679 (EU GDPR) and UK General Protection Regulation (UK GDPR) , the Privacy and Electronic Communications (EC Directive) Regulations 2003 (as may be amended by the proposed Regulation on Privacy and Electronic Communications), and any other data protection and/or privacy legislation applicable in the UK from time to time, (each as amended, updated, replaced or re-enacted from time to time and including all subordinate legislation made from time to time under or giving effect to the same) and references to "sensitive personal information" have the meaning set out in, and will be interpreted in accordance with, such applicable laws;
- Eligibility Criteria:** Athlete eligibility and participation criteria as determined by Basketball England from time to time;
- FIBA:** the international federation (Fédération Internationale de Basketball Amateur) recognised by the International Olympic Committee for administering international competitions for Basketball;
- FIBA Competition(s):** events, tournaments and other international competition events under the jurisdiction of FIBA;
- FIBA Regulations:** the general statutes, internal regulations, other rules and regulations and decisions of FIBA from time to time in force; a Panel member independent of and not affiliated to Basketball England;
- Independent Panel Member:** an independent member of the Panel who is not affiliated with Basketball England;
- Member Federation:** a national governing body for Basketball which is a member of FIBA;
- Non-national Athletes:** an athlete who is not a British or Northern Irish citizen
- Season:** the playing season which extends from the first date on which the Competitions involving a Team takes place until the last

date on which the Competitions involving that Team takes place;

Team: a team of Athletes playing Basketball and representing a Club.

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

THE POLICY OBJECTIVES

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

3.2 The objectives of this Policy are to provide a comprehensive, fair and equitable process by which Athletes may establish their eligibility for Competitions in the event that they do not fulfil the Eligibility Criteria.

APPLICATION OF THE POLICY

4.1 This Policy came into effect on 19th May 2023

4.2 This Policy shall apply to all Athletes competing in Competitions.

4.3 This Policy shall not apply to:

4.3.1 Non-national Type-1 Athletes in respect of any quotas set out in the relevant Competition Regulations

4.3.2 competitions outside of the Competitions including FIBA Competitions; and

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

POWER TO CHANGE, RESCIND OR ADD TO THE PROVISIONS OF THE POLICY

5.1 In the event an issue arises that is not foreseen in this Policy, it will be addressed by Basketball England in a manner that protects and promotes the objectives identified in this Policy.

5.2 Basketball England is committed to reviewing this Policy periodically which may be amended from time to time by Basketball England.

LAWS

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

ATHLETE SUPPORT

7.1 Parents, or other persons with parental responsibility for all Athletes aged under 18 (“**Minor**”) understand and agree, in respect of the Minor for which they have legal responsibility, for the Minor as an Athlete to be bound by all aspects of this Policy.

7.2 Any individual seeking information on the application of this Policy should contact Basketball England for assistance at integrity@basketballengland.co.uk

ELIGIBILITY CRITERIA

- 8.1 All Athletes are eligible to compete in Competitions subject to the Eligibility Criteria being met. Subject to that criteria, no Athlete is excluded from Competition.
- 8.2 Where an Athlete from another sport wishes to participate in Basketball in England (under Basketball England's jurisdiction), Basketball England shall not recognise nor give effect to the decision of the other sport governing body.

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ELIGIBILITY CRITERIA - EXEMPTION APPLICATION

- 9.1 Where an Athlete does not meet the Eligibility Criteria to compete in Competitions, the Athlete may wish to establish their eligibility under this Policy by making an application for an exemption. The Athlete must file an eligibility and participation application in writing using the following link <https://basketballengland.wufoo.com/forms/r1kk07x0bcddgv/> (the "**Exemption Application**").
- 9.2 All issues relating to the eligibility of an Athlete under this Policy to compete in a Competition (including the review of Exemption Applications) will be determined by Basketball England's Eligibility and Participation Panel (the "**Panel**"). The Panel shall comprise of a minimum of three representatives which shall include at least one Independent Panel Member (e.g., a legal representative) and at least one Basketball representative (e.g., a representative from the Competition within which the Athlete wishes to compete and/or a representative from Basketball England for example a Talent Pathway or Integrity Team executive; all of whom shall possess the appropriate expertise. Basketball England shall select one member from the Panel at its discretion to act as Chair. The Panel shall not consist of any members of the Basketball England Board.
- 9.3 Any Athlete who wishes to be eligible to participate in a Competition, as a condition to such eligibility, and subject always to the confidentiality provisions set out in this Policy shall:
- 9.3.1 fully comply with this Policy;
- 9.3.2 cooperate promptly and in good faith with Basketball England and any Panel and in the discharge of their respective responsibilities under this Policy, including to provide them with all of the information and evidence (including physical examinations) they request to enable them to assess compliance and/or monitor continuing compliance;
- 9.3.3 when providing information pursuant to this Policy provide accurate and complete information, and not provide any information in bad faith or for an improper purpose;
- 9.3.4 to the fullest extent permitted and required under Data Protection Legislation and other laws of the United Kingdom (and any other applicable jurisdictions) consent to the collection, processing, disclosure, and use of information (including their sensitive personal information) as required to implement and apply this Policy effectively and efficiently; and
- 9.3.5 follow the procedures set out in this Policy and not to bring any proceedings in any court or other forum that are not set out in this Policy.
- 9.4 If, in Basketball England's discretion, a case arises that requires further consideration under this Policy, that matter will be dealt with in accordance with this Policy.
- 9.5 An Athlete may revoke at any time, with or without giving reasons, the Exemption Application and/or any consents granted as part of their Exemption Application, in

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which case they will be deemed to have withdrawn any claim to an exemption from the Eligibility Criteria.

- 9.6 The Exemption Application must contain the following:
- 9.6.1 the Athlete's full name and date of birth. If the Athlete is a Minor, the parent(s) or other persons with responsibility for the Athlete, full name and email address;
 - 9.6.2 the Athlete's Club name and contact details;
 - 9.6.3 the Athlete's playing history (including details of any previous clubs and representative experience for example, regional or international);
 - 9.6.4 the consents and waivers necessary to allow Basketball England to provide the Athlete's Exemption Application to the Panel who will conduct the eligibility assessment detailed herein;
 - 9.6.5 the Athlete's Basketball England membership number and the consents and waivers necessary to allow the Panel to review the Athlete's membership records;
 - 9.6.6 a comprehensive summary including medical history (if appropriate) and/or such other information as is required to demonstrate their exemption requirement;
 - 9.6.7 details of how the exemption (if granted) will meet the Athlete's physiological, sociological and psychological needs;
 - 9.6.8 details of the specific Competition the Athlete wishes to participate in, their competition and participation history (e.g., a list of the Clubs and Competitions the Athlete has participated in, along with the dates of participation) and to what level they aspire to participate in the future;
 - 9.6.9 details as to how the exemption (if granted) will be managed and monitored by the Athlete's Club, in particular from a safeguarding perspective;
 - 9.6.10 references / letter of support from the Athlete's Club, coaches and/or medical specialists (if applicable); and
 - 9.6.11 in addition to any medical conditions which may form the basis of the Athlete's Exemption Application, the Athlete must confirm if they have any additional medical conditions that may affect their ability to compete and/or perform which the Athlete considers the Panel should be aware of.
- 9.7 Within 14-days of receiving the Exemption Application, Basketball England shall acknowledge the Exemption Application and proceed to appoint the Panel and then notify the Athlete of the Panel members as soon as is practicably possible. At the time of appointment, the Panel shall be provided with a copy of the Exemption Application.
- 9.8 Upon notification of the Panel members, if the Athlete wishes to object to the appointment of a Panel member the objection must be made in writing within 7 days. The Athlete must include the basis of that objection. Unless the applicable Panel member withdraws or the other Panel members support the objection, the Chair of the Panel (unless the Chair is the subject of the objection in which case Basketball England shall decide), shall determine the matter and shall, if necessary, request that Basketball England appoint a replacement Panel member. If no such objection is received within that 7-days, the identity of the Panel members shall be deemed accepted by the Athlete.

- 9.9 Once appointed the Panel shall write to the Athlete to confirm the Panel's appointment in addition to setting out the next stages of the process as detailed below.
- 9.10 Within 14-days of being appointed, the Panel shall convene (either in person or remotely) to discuss the Exemption Application and to determine whether it requires further information from the Athlete in order to fully assess the Exemption Application.
- 9.11 The Panel shall then write to the Athlete to confirm whether any further information or clarity is required. If the Panel requires further information or clarity from the Athlete such information must be provided in accordance with the deadline set by the Panel. In the event that further time is required, the Athlete must write to the Panel to request such an extension.
- 9.12 As part of the Exemption Application process, the Panel may need to interview third parties associated with the Athlete for example, coaches, club representatives and/or medical professionals. If so, the Panel shall write to the Athlete to obtain the consents and waivers necessary to allow the Panel to contact the appropriate parties.
- 9.13 For the avoidance of doubt, the Athlete shall not approach, intimidate or influence any panel member and/or third party involved in the Exemption Application process.
- 9.14 Once the Panel is satisfied with the information provided by the Athlete, it shall convene within 14-days to determine the outcome of the Exemption Application.
- 9.15 Upon the conclusion of the Panel meeting, the agreed decision of the Panel (with supporting reasons) will be communicated in writing within 14-days to the Athlete and Basketball England (the "**Decision**").
- 9.16 The Decision will be final and binding on all parties It may only be challenged by way of appeal in accordance with Section 10.
- 9.17 In the event that the Exemption Application is successful the Athlete shall not be entitled to participate in their desired Competition until such time as they have been provided with written clearance by Basketball England.
- 9.18 The Decision shall be communicated to all appropriate third parties as determined by Basketball England (for example, the Athlete's Club) for the purpose of enforcement. So far as is practicable, confidentiality will be maintained at all times in respect of all those involved unless there is an overriding obligation for such information to be shared with other interested parties. Any such information shared shall be on a need-to-know basis only.
- 9.19 The Panel shall conduct its Exemption Application assessment as expeditiously as possible and in accordance with the principles of natural justice. The Athlete should however be aware that the length of the assessment will be dictated by a number of factors, including the number and availability of persons to be interviewed or contacted their and the Athlete's co-operation. In the circumstances, the assessment process may be lengthy and potentially may span a number of months.
- 9.20 In its decision making, the Panel will consider the following factors:
- 9.20.1 the Eligibility Criteria;
 - 9.20.2 Basketball England's duty of care to all of its Athletes;
 - 9.20.3 the Athlete's competitive advantage (if any);
 - 9.20.4 the Athlete's safety and the safety of the other Athletes;

9.20.5 the Athlete's understanding of the mental and physical risks associated with participating in the Competition; and

9.20.6 any other factor that it deems necessary pursuant to this Policy.

9.21 For the avoidance of doubt no Athlete is required to undergo any medical assessment and/or treatment under this Policy. It is the Athlete's responsibility, in consultation with their medical team, to decide on the advisability of proceeding with any assessment and/or treatment.

9.22 The Policy operates without prejudice to all other rules and regulations that are applicable to all Athletes including Applicable Laws, Basketball Rules and the FIBA Regulations which must also be satisfied at all relevant times.

PROCEDURES RELATING TO APPEALS AGAINST DECISIONS OF THE PANEL

10.1 All Athletes shall be at liberty to submit an appeal against a Decision.

10.2 All appeals shall be made in accordance with Basketball England's Appeals process as described in the Basketball England Appeals Policy as in place from time to time.

COMPLIANCE

11.1 Basketball England shall maintain a confidential register of Athletes who have been approved to compete in their desired Competition. Clearance to compete is granted for one Season unless explicitly stated by the Panel.

11.2 An Athlete shall not be entitled to participate in their desired Competition until such time as they have been provided with written clearance pursuant to this Policy.

11.3 In addition to the general power to monitor continuing compliance, Basketball England may investigate, at any time:

11.3.1 any circumstances that indicate actual or potential non-compliance with this Policy; and/or

11.3.2 where the eligibility of an Athlete is questioned and/or disputed by a third party, the Athlete's licence as granted by Basketball England or in the case of Academy Athletes their NAQODA Registration and evidence of school enrolment shall be deemed to be sufficient evidence to determine the eligibility of the Athlete. In the event that the third party continues to question and/or dispute the Athlete's eligibility the matter shall be transferred to and dealt with directly by Basketball England.

In such cases, if they wish to retain their eligibility to compete in Competitions, the Athlete must cooperate fully and in good faith with Basketball England.

11.4 In addition to the general power to monitor continuing compliance, Basketball England may investigate, at any time any circumstances that indicate actual or potential non-compliance with this Policy by any Athlete.

DISCIPLINARY PROCEEDINGS AND SANCTIONS

12.1 Basketball England may take disciplinary action against an Athlete and/or involved person in accordance with this Policy and and/or Basketball England's Disciplinary Code (as in place from time to time) where:

12.1.1 information that is provided pursuant to this Policy is inaccurate or misleadingly incomplete;

- 12.1.2 an Athlete competes in a Competition or in a category of Competition for which they have not received clearance from Basketball England to do so;
 - 12.1.3 there has been any other breach of or non-compliance by an Athlete with this Policy; or
 - 12.1.4 involved person such as a parent, coach, trainer or other person or entity has been complicit in an Athlete's breach of or non-compliance with this Policy.
- 12.2 In such disciplinary proceedings, the person(s) charged may not challenge the validity of this Policy, or of any Decision made under this Policy.
- 12.3 In such disciplinary proceedings, the sanctions to be imposed, depending on all of the circumstances of the case, may include:
- 12.3.1 a caution, reprimand and/or warning as to future conduct;
 - 12.3.2 the disqualification of individual and/or team results obtained in Competitions, with all resulting consequences, including forfeiture of any medals, ranking points, or other rewards awarded to the Athlete(s) based on those results;
 - 12.3.3 a specified period of ineligibility to participate in Competitions;
 - 12.3.4 a fine; and/or
 - 12.3.5 if the breach involves more than two members of a Team, or if there are multiple breaches involving such a Team, appropriate sanctions on the Team (e.g., disqualification of Team results; imposition of a period of future ineligibility to participate in Competitions; a fine).

13.

DATA PROTECTION AND CONFIDENTIALITY

- 13.1 All cases arising under this Policy and in particular all Athlete information provided to Basketball England under this Policy will be dealt with in strict confidence at all times in accordance with the provisions of Data Protection Legislation and Basketball England policies as in place from time to time.
- 13.2 So far as is practicable, confidentiality will be maintained at all times in respect of all those involved in any process arising under this Policy unless there is an overriding obligation in the interests of the Athlete and safety for such information to be shared with other interested parties. Any such information shared shall be on a need-to-know basis only.
- 13.3 All medical information and data relating to an Athlete will be treated as sensitive personal information and the Panel will ensure at all times that it is processed as such in accordance with applicable Data Protection Legislation. The information covered by this Section 13.3 will not be used for any purpose not contemplated in this Policy and will not be disclosed to any third party save as is strictly necessary for the effective application and enforcement of this Policy or otherwise as is required by law.
- 13.4 Basketball England will not comment publicly on the specific facts of a pending or decided case (as opposed to general descriptions of the process and science involved) except in response to public comments attributed to the Athlete involved or their representatives.
- 13.5 The Panel will be required to sign an appropriate conflict of interest declaration and confidentiality undertaking in relation to their work carried out pursuant to this Policy.

COSTS

- 14.1 Athletes are responsible for the costs associated with their Exemption Application under this Policy including for obtaining and transmitting their medical files to Basketball England. Basketball England is responsible for the costs associated with the Panel and for any monitoring under this Policy.

14. **MISCELLANEOUS**

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

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CONTINUED INVOLVEMENT

- 16.1 While all Athletes have a place in Basketball, Basketball England acknowledges that the application of this Policy means that certain individuals may not be able to compete in their desired Competition. In the event that an Athlete's Exemption Application is not approved, the Athlete may exercise the choice to compete in other Competitions where they are eligible or they may decide not to compete. These Athletes are encouraged to consider coaching, officiating, administration, and/or other ways to stay involved with Basketball.

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For more information on how to become involved, please contact support@basketballengland.co.uk

