



## *Pentathlon GB* World Class Talent and Podium Potential Athlete Programme

### ATHLETE CHARTER

#### 1. COMMENCEMENT & DURATION

The Charter applies to all athletes agreeing to become members of the **Pentathlon GB** World Class Talent and Podium Potential Programmes (which shall from here on be referred to simply as 'the WCP') It will be in effect from **1<sup>st</sup> April 2012 (date amendment)** until such time as changed or replaced by the **Pentathlon GB**.

#### 2. TITLE, STATUS AND DEFINITIONS

This Charter will be referred to as the **Pentathlon GB** World Class Talent and Podium Potential Athlete Programme Charter.

This Charter clarifies the respective responsibilities and obligations of **Pentathlon GB** and each athlete member of the WCP. References in this Charter to 'athlete' or 'member' are references to members of the WCP who have agreed to become a member and have confirmed this by signing a copy of this Charter.

This Charter should be seen as a "Statement of Shared Responsibilities" or "Code of Conduct" which is designed to enable each member to make the most of their sporting career and for **Pentathlon GB** to continue to develop the WCP in support of high performance in **Modern Pentathlon**. This Charter does not have legal effect and neither the athlete's agreement to become a member of the WCP, nor the terms of this Charter, should be regarded as or amount to an employment agreement. Nothing in this Charter constitutes any member as an employee or agent of the **Pentathlon GB**.

When read along with the **Rules of Modern Pentathlon, the Athletes Handbook and the Consideration Criteria** this Charter details the WCP policies, procedures and support services. These can be amended and varied from time to time by the **Pentathlon GB** but due notification will be given to the WCP members.

#### 3. ELIGIBILITY

By signing this Charter each member is confirming that they:

- Meet the terms and conditions of eligibility for a Sport England and UK Sport Lottery Award and selection as a Great Britain International.
- Are a current member of the **Pentathlon GB**

## AIMS AND OBJECTIVES

All parties recognise that the ultimate goal of everyone involved in the **Pentathlon GB** WCP is to win medals in the **Olympic Games** and designated international competitions.

### 4. NGB OBLIGATIONS & RESPONSIBILITIES

In recognition and support of the goals of the WCP the **Pentathlon GB** agrees to:

- Provide a package of support and benefits, as described below, accessible to World Class Athletes (Talent and Podium Potential Programme identified as necessary) for the duration of their membership:
  - Coaching & Training Support
  - Medical Services (Podium Potential Athletes only)
  - Sports Science Support
  - International & National Competition Opportunities
  - International & National Training Camp Opportunities
  - High Performance Training Facilities
  - ACE Lifestyle & Education Support (Podium Potential Athletes only)
  - Designated Equipment & Clothing for International Competitions
  - WCP online training log
  - Health & Travel Insurance (On repayment through *Pentathlon GB* Office)
  - Travel, Expenses & Accommodation for International Competition and designated Training Camps
  - Information as required
- Consult closely with each member as part of an induction to the WCP (and at periodic intervals for athletes established on the Programmes) to identify and agree their respective personal performance goals and support service requirements. (This more detailed information will form an Individual Athlete Plan)
- Work together with each member to plan, monitor and review their individual training programme on an ongoing basis to ensure that personal targets have been set and that each member continues to progress towards them. The WCP Pathway Manager or NDC (National Development Coach) will carry out performance planning and review sessions as and when notified.
- **Management and Governance of the WCP**
  - We agree to manage our relationship with all members in a manner that develops openness, honesty, mutual trust and respect, and ensures the highest professional and ethical standards from all staff.
  - We agree to manage and govern all aspects of the WCP Athlete Programmes in a manner that constitutes good governance and best practice. This involves ensuring that our sports policies and procedures are regularly reviewed and if necessary enhanced to comply with current good practice.

- We will abide by all the sports policies & procedures currently adopted by the **Pentathlon GB**.
- We will actively support member consultation in policy & programme development and ensure timely communication of any revisions directly with each member.

## 5. ATHLETE OBLIGATIONS & RESPONSIBILITIES

In recognition and support of the goals of the WCP each athlete member agrees to:

### 6.1 World Class Conduct (Standards of Behaviour & Attitude)

- Make a positive commitment to supporting and achieving the aims and objectives of the **Pentathlon GB** WCP.
- Accept and abide by all the sports policies and procedures currently adopted in relation to membership of the **Pentathlon GB** and the WCP, including this Charter.
- Conduct themselves at all times when training, competing or on duty as a member of the WCP or international or national team in a correct manner that does not bring the sport or key partners or the athlete into disrepute.
- Help project a favourable and positive image of the sport and the lottery programmes by adopting high standards of behaviour and sensible appropriate dress standards when carrying out duties in relation to the programme or national representation.
- Behave reasonably and in a manner that shows the utmost respect for other athletes and colleagues when training, competing or residing in a multi-sport environment
- Not to make any derisory comment about any other athlete's performance.
- Refrain from the consumption of alcohol on training camps and at all major championships and international events (unless otherwise permitted by NGB rules).
- Obtain and maintain the best possible level of health and physical fitness required for consistent training and competition as an elite performer.
- Keep both the **WCP Pathway Manager and the NDC** informed of any change in circumstances that may affect a members ability to train or compete, as well as communicating at all times any change of permanent residential, temporary or overseas address in respect of periods when the member is outside the country training or competing.
- Acknowledge that they are not an employee of Sport England, UK Sport or the **Pentathlon GB** and as such, accept responsibility for managing their financial and tax affairs, which may include disclosing any payments and benefits derived as a consequence of their membership of the WCP.

### 6.2 Training & Competition

- Plan and undertake training and competition programmes to the best of each member's ability and in close and regular consultation with both the **WCP Pathway Manager and the NDC**.
- Produce an individual training and competition programme with the support of the **WCP Pathway Manager and the NDC** for the period of the Programme year that is aimed at (and not in conflict with) preparations for, or attendance at, National Squad Training sessions and targeted competitions as scheduled in Annual WCP Calendar.
- Work closely with the **WCP Pathway Manager and NDC** to identify and agree personal performance goals and support service requirements and to monitor and review them as directed to ensure continued progress.
- Commit to and be fully available for agreed National Squad Training sessions and targeted competitions.
- Understand and agree that selection for national and international competition shall be in accordance with the **Pentathlon GB** selection policies and procedures. No athlete who is a member of the WCP will represent any other country during the period of his or her membership.
- Maintain a training log as required.

- Discuss with the **NDC** in advance any decision relating to a change in training and competition programme and support service arrangements.

### 6.3 Injury & Illness

- Notify the **WCP Pathway Manager** in advance, accompanied by a written explanation and bona fide medical evidence, if likely to be absent from any events/competitions due to injury/illness.
- Provide a written explanation with accompanying bona fide medical evidence should any injury or illness prevent a member achieving the published selection criteria, or competing in the nominated selection trials where the member still wishes to be considered for selection.

Furthermore, each member understands and accepts that:

- **Modern Pentathlon** carries a risk of physical injury and each member agrees to take all reasonable care to avoid causing harm to themselves and/or others.

### 6.4 Anti-Doping

- Comply with the **Pentathlon GB**, **UIPM** and UK Sport's Doping Rules and Procedures.
- Ensure that any medication or substance taken in any form is not prohibited for use by any applicable anti-doping code.
- Neither possess, supply, nor use illegal or prohibited drugs or techniques.
- Be available for testing in accordance with **Pentathlon GB** Doping Rules.
- Ensure the **Pentathlon GB** are aware of their whereabouts for the purposes of Out of Competition testing in accordance with the **Pentathlon GB** Doping Rules.
- Ensure that any medication exemptions are fully documented prior to use as laid out in the **Pentathlon GB** Doping Rules.
- Support drug-free and ethical practices and participate in educational programmes in relation to doping control and related matters.

### 6.5 Ambassadorial Role

- Endeavour to support and promote the **Pentathlon GB** WCP, Sport England, UK Sport, Sports Lottery Fund and other key sponsors/support agencies whenever possible.
- When selected to compete for the international or national team, to attend, if requested, any formal team press interview prior to any other commercial activity and after competing carry out any team duties prior to any personal contractual commitments

### 6.6 Clothing and Equipment

- Wear the designated team clothing and use designated team equipment as required when selected to the WCP, when selected to represent the international or national team, or when asked to carry out duties in relation to the **Pentathlon GB**.
- Not damage, alter or amend the team clothing or equipment and not to conceal or interfere with any supplier/sponsor logo or advertising material that has been applied.
- Not purposely display tattoos that may cause offence or conflict with our team sponsors when competing for GB.
- Acknowledge that team clothing and equipment is owned by the **Pentathlon GB** WCP and is not the personal property of any member.

### 6.7 Use of Image and Media Work

- After personal consultation, to allow the **Pentathlon GB**, Sport England, UK Sport, the Home Country Institutes and its commercial partners to use a member's name, image and likeness for reasonable promotional publicity purposes directly in connection with UK Sport Lottery, Home Country Sports Institute and **Pentathlon GB** events / marketing or development

programmes, provided such use does not suggest that the athlete, directly endorses a particular product or service.

- To discuss and seek permission from the Performance Director before entering into any agreements which would involve a member working during the period of Major Championships etc in any media capacity whether as a written journalist, or on the radio, television, or by providing exclusive interviews or diaries/columns. (Permission will not be unreasonably withheld.)
- Not to make any public statement (whether made as part of a formal interview or not) which is derogatory of the **Pentathlon GB** WCP, or any of the bodies working to promote high performance sport. Nor to make any public statement which constitutes a 'personal attack' upon another sporting official, coach or competitor. Fair comment upon a fellow competitor made without the use of offensive language where the substance of the comment is known (or can be shown) to be true will not constitute a personal attack for the purpose of this Charter.
- Members consent to their performance, whilst competing as part of the National team or the WCP team, being filmed and recorded. Members agree that these films and all rights therein will be the property of the NGB and may be used by the NGB for purposes consistent with its objects (including use on the worldwide web) and also may be distributed to media throughout the world for the full term of copyright.

## 7. DATA PROTECTION AND CONFIDENTIALITY

Members acknowledge that personal information provided by them or gathered whilst a member of the **Pentathlon GB** WCP may be stored electronically or otherwise, and accessed by **Pentathlon GB** employees, agents and contractors in accordance with current data protection legislation and practices.

## 8. GENERAL

### 8.1 Rules, Regulations and Codes

Both NGB and the members agree to comply with the rules, policies and procedures of the **UIPM** as adopted, varied and amended from time to time.

### 8.2 Breach of Charter

If there is a material breach of the provisions of this Charter by the member the **Pentathlon GB** reserves the right to discipline the member under its disciplinary rules. These may include the sanctions of terminating membership of the WCP and the funding body recouping any associated funding and benefits. Members should familiarise themselves with these Disciplinary Rules and Procedures.

### 8.3 Termination of WCP membership

This Charter will cease to apply to any athlete immediately upon termination of their membership of the WCP.

- The athlete shall be entitled to terminate their membership of the WCP at any time by discussing their intentions with, and thereafter giving written notice to the **WCP Pathway Manager**
- The **Pentathlon GB** shall be entitled to terminate an athletes membership of the WCP at any time by discussing their intentions with, and thereafter giving written notice to the athlete, if:
  - An athlete does not comply with the policies, procedures and regulations of the **Pentathlon GB** and the **WCP**

- An athlete does not comply with the obligations and responsibilities undertaken within this Charter.
- An athlete, in accepting membership of the WCP, has made a declaration that is untrue.
- It is proved that an athlete has seriously misled Sport England or the **Pentathlon GB** in applying for any programme award or lottery award.
- An athlete fails to meet the eligibility requirements at any time.
- An athlete is found guilty under the **Pentathlon GB** Doping Rules and Regulations
- An athlete sustains a career ending injury or illness.

#### 8.4 Dispute Resolution

- In the event of a dispute between an athlete and the **Pentathlon GB** both parties will negotiate in good faith with a serious view to settling the issues in dispute with out recourse to any more formal resolution process. In so doing the **Pentathlon GB** recognises the importance of involving an appropriate member of the organisation, who is sufficiently removed from the issues in dispute, to take a genuinely fair and objective view. In seeking to settle disputes at this stage the [NGB] recognises that an athlete requires a 'fair hearing' of their grievance and the perception and actuality of neutrality and absence of bias is very important to the sense of confidence and justice felt by the complainant.
- In the event that a dispute cannot be resolved informally in the manner suggested above the athlete and NGB agree to accept and abide by the **Pentathlon GB Appeals Procedures and Policies** in relation to:
  - Appeals for the World Class Programme
  - Appeals for Team Selection
  - Doping Rules & Procedures
  - Disciplinary Rules for all Non-Doping matters
- In relation to any dispute not governed by the disciplinary regulations and in relation to any complaint or appeal from, or in respect of the process adopted, the matter will be exclusively dealt with by arbitration under the Arbitration Act 1996. The arbitration will be conducted by a single arbitrator appointed by agreement of the parties, or failing agreement, by the Sports Dispute Resolution Panel.

#### 8.5 Intellectual Property Rights

Members acknowledge that all intellectual property rights of the **Pentathlon GB** and its programmes, events, initiatives and marketing and promotional materials are owned by and used for the benefit of the sport and that during the period of WCP Membership and thereafter Members will not make use of such materials except where permitted to do so in accordance with their obligations under this Charter and generally.

Members agree that the Trade Marks of the **Pentathlon GB** or its funding partners will not be used by them in conjunction with any personal commercial undertaking without the prior written approval of the **Pentathlon GB** which shall not be unreasonably withheld or delayed.

### 9. Athlete Declaration

By signing below athletes confirm:

- That they agree to become a member of the **Pentathlon GB** WCP
- That they have seen and fully understood the policies and procedures as laid down and that I have understood their entitlements and obligations as an athlete and agree to abide by them.
- That I have not entered into any other agreement that could conflict my membership of WCP or with any of the provisions of this Charter

- That whilst having read and fully understood the provisions of this Charter, it is agreed and understand that this is not a legally binding agreement (and in particular that it is not an employment contract) The athlete will do his or her best to comply with it at all times and further understand and agree that non-compliance may well result in my becoming ineligible for further participation in the **Pentathlon GB** WCP.

Signed by

.....  
Signature (Athlete)

.....  
Print Athlete Name

Date

.....  
Signature (parent/guardian  
If athlete is under the age of 18)

.....  
Print Witness Name

Date

Approved by Board:  
For Review:

DRAFT