

2018 COMMONWEALTH GAMES – Gold Coast

TEAM WALES MEMBER'S AGREEMENT

Your selection and continued membership of Team Wales is conditional upon you entering into this Agreement and observing its terms and conditions.

This is a legally binding document. Therefore you should read it carefully so as to understand it and if necessary seek independent legal advice. The Legal Department of the Commonwealth Games Council for Wales (“CGW”) would be happy to discuss details of this Agreement with you prior to signing should you require clarification on any matters.

Click the Agree button to indicate that you have read and agree to the terms and conditions of the Team Wales Members agreement.

If you are under 18 please notify the CGW Games Manager Cathy Williams on cathy.williams@teamwales.cymru as a signature of the Team Wales member and parent/guardian is required- please see Section 21. if you are under 18 when you sign, your parent(s) or guardian(s) must also sign). You should keep one Agreement for your records, and return the other to CGW.

The Games is the only occasion Team Wales competes in a multi-sport event in an international competition. Accordingly, it is a unique honour to be selected to be a Team Wales Member of Team Wales at the Games.

Selection brings responsibility to represent Wales to the best of your ability within the rules laid down by CGW, the respective governing bodies and the wishes and aspirations of the people of Wales.



CHRIS JENKINS
CEO CGW

GOLD COAST 2018

This agreement is dated

BETWEEN

- A. Commonwealth Games Council for Wales, a company registered in England and Wales with company number 4495036 whose registered office is at the Sports Wales National Centre, Sophia Gardens, Cardiff CF11 9SW (**CGW**)
- B. The person named at the signature clause of this Agreement of the address stated at the signature clause to this Agreement (**Team Wales Member**)

1. INTRODUCTION

- 1.1 This Agreement covers the conditions by which the Team Wales Member has been selected as a member of the Welsh Commonwealth Games Team (**Team Wales**), as notified in writing by CGW to the Team Wales Member. The Team Wales Member acknowledges that their selection is conditional upon entering into this Agreement and observing its terms and conditions including the Code of Conduct. The Team Wales Member further acknowledges that their membership of Team Wales is and will remain conditional upon their eligibility to compete for Wales in their Sport according to the CGF Criteria and they declare that they are so eligible.

2. PERIOD OF AGREEMENT

- 2.1 This Agreement commences on the date of:
 - 2.1.1 the receipt of this Agreement, returned by the Team Wales Member (and their parent/guardian where they are a minor),
- 2.2 This Agreement concludes at midnight Two days after the closing ceremony of the 2018 Commonwealth Games, or on such later date as the Team Wales Member is formally discharged from the Team, subject to:
 - 2.2.1 Your participation in official CGW welcome home parades, functions and celebrations occurring before 30 September 2018;
 - 2.2.2 clause 11 of this Agreement, which will continue in force until 30 September 2018.
 - 2.2.3 CGW will have the right to use your Team Wales Member Attributes in advertising over the 4 year period between the 2018 games and the 2022 games, which will be solely for the purpose of congratulating you for your performance at the 2018 Games and for promoting the Team's participation at the 2022 games.;

2.3 For the purposes of this Agreement, the phrases, “duration of the Games” and “during the Games”, means the inclusive period from 20th March 2018 until 15th April 2018.

3. INTERPRETATION

3.1 **Anti-doping Bye-Laws:** the anti-doping bye-laws operated by CGW, as amended from time to time;

3.2 **Athlete Team Member:** a Team Wales Member who competes in the competitions which comprise the Games;

3.3 **Board:** those members who are in Gold Coast for the duration of the Games and are members of the Board of CGW, whether in whole or in part, from time to time;

3.4 **CGF:** the Commonwealth Games Federation;

3.5 **Chef de Mission:** the person appointed as the chef de mission by CGW from time to time;

3.6 **Child Protection Guidelines:** CGW’s Child Protection Guidelines as amended from time to time and available on the Commonwealth Games Wales website;

3.7 **Code of Conduct:** CGW’s Code of Conduct annexed to this Agreement at Appendix 1;

3.8 **Commonwealth Games Anti-Doping Rules:** the rules imposed by the CGF and prescribed within the CGF Anti-Doping Standard from time to time;

3.9 **CGF Criteria:** the criteria imposed by the CGF and prescribed within the Constitution from time to time;

3.10 **Constitution:** means the constitution of the CGF;

3.11 **Games:** the Commonwealth Games being held in Gold Coast 2018 from 20th March 2018 until 15th April 2018 inclusive.

3.12 **General Team Management:** those appointed by CGW from time to time to ensure Team Wales’ attendance at the Games;

3.13 **Head of Medical Services:** any person CGW appoints to the position of Head of Medical Services from time to time;

3.14 **Injury/Illness Performance Project Form:** the Injury/Illness Performance Project Form annexed to this Agreement at Appendix 5;

3.15 **Media Guidelines:** those guidelines specified at clause 9 of this Agreement;

3.16 **OC:** Gold Coast 2018 Limited, a company incorporated under the laws of Australia and whose office is at GOLDOC Headquarters, Building Block A, Cnr Heeb Street and Benowa Road, Ashmore QLD 4214;

3.17 **Senior Team Doctor:** any person CGW appoints to the position of Senior Team Doctor from time to time;

- 3.18 **Social Media Policy:** the guidelines annexed to this Agreement at Appendix 2;
- 3.19 **Sport:** the sport in which the Team Member is selected to compete or otherwise be involved in by CGW, as stated in the signature clause of this Agreement;
- 3.20 **Team Manager:** the person nominated by each NGB and appointed by the Selection Committee to attend the Games and manage the NGB's athletes and represent the NGB at the Games Management;
- 3.21 **Team Wales Member:** is either a Team Wales Athlete or any other person selected by CGCW or invited by the CGF to attend the Games as a representative of Wales, including but not limited to Team Leaders and other staff members.
- 3.22 **Term:** the Term of this Agreement as defined by clause 1.2;
- 3.23 **UK Anti-Doping Policy:** the UK Anti-Doping Policy as amended from time to time.

4. TEAM Wales MEMBER BENEFITS

- 4.1 All Team Wales Members shall receive the following benefits from CGW:-
- 4.1.1 administration of their entry and accreditation for the Games and other administration services at the Games as CGW will at its sole discretion deem appropriate;
 - 4.1.2 access to medical and physiotherapy treatment and facilities in the Games village and at the other Games venues for the duration of the Games;
 - 4.1.3 travel to and from the Games and ground transport as determined by CGW at its sole discretion;
 - 4.1.4 insurance (at levels of cover determined at the sole discretion of CGW) for the duration of the Games providing limited cover for baggage, personal effects, money, travel documents, credit cards, death or injury, medical expenses outside of the UK, legal expenses and personal liability. Full details shall be available upon request; and
 - 4.1.5 formalwear, leisurewear and items of equipment as provided by official CGW suppliers and distributed at the sole discretion of CGW.
- 4.2 For the avoidance of doubt, all personal coaches of Team Members who attend the Games at their own discretion shall not be considered to be Team Members or form any part of Team Wales.

5. TEAM WALES MEMBER OBLIGATIONS

- 5.1 Throughout the Term, the Team Wales Member undertakes and agrees to:-
- 5.1.1 observe and comply with this Agreement including the CGW Anti-Doping By-Law, the Code of Conduct and the Constitution;

- 5.1.2 be subject to the reasonable control, management and direction of CGW through the General Team Management and any person appointed by them;
- 5.1.3 observe and comply with all reasonable directions given by CGW through its General Team Management and any person appointed by them;
- 5.1.4 conduct them self in a proper manner at all times so as not to bring them self, CGW, Team Sponsors and Partners, or Team Wales into public disrepute;
- 5.1.5 conduct themselves in such a manner to obtain and maintain their best possible physical fitness and health to carry out their responsibilities to CGW and Team Wales to the best of their ability;
- 5.1.6 live in the Village or the accommodation designated by CGW;
- 5.1.7 attend any Team Wales' functions as reasonably requested by the General Team Management whether these functions fall within the duration of the Games or not; and
- 5.1.8 attend events as reasonably requested by the General Team Management whether these functions fall within the duration of the Games or not.

6. ANTI-DOPING

- 6.1 The Commonwealth Games Anti-Doping Rules and the regulations of the governing body of the Sport prohibit the use of banned substances and/or methods of doping. CGW is a signatory to the rules and regulations of the World Anti-Doping Agency (otherwise known as WADA) and under no circumstances will the use of banned substances and/or methods be tolerated.
- 6.2 The Team Wales Member agrees to comply with the CGW Anti-Doping By-Law that supplements this agreement

7. SOCIAL MEDIA POLICY

- 7.1 The Team Wales Member confirms that they have been made aware of the Social Media Policy, annexed at Appendix 2, and warrants to comply with the guidelines insofar as it is practicably possible for them to do so.
- 7.2 All those Team Wales Members who intend to use social networking sites which may include but are not limited to Facebook, Twitter, Instagram etc. must sign the declaration of compliance with the Social Media Policy, annexed at Appendix 3.

8. CHILD PROTECTION

- 8.1 The Team Wales Member confirms that they have been made aware of the CGW Child Protection Guidelines.
- 8.2 The Team Wales Member confirms that they have signed the declaration of compliance with CGW Child Protection Guidelines, annexed at Appendix 4,

and that their circumstances have not changed. The Team Wales Member acknowledges that if they have made a false, or in any aspect inaccurate, declaration of compliance or that any circumstances have changed, this may result in the termination of this agreement and the Team Wales Member being disqualified from Team Wales.

- 8.3 In relation to Team Wales Members who are under the age of 18 at the date of this Agreement (“Underage Team Wales Members”), they and their parents/guardians acknowledge in signing this Agreement that, save as specifically set out in this Agreement and the Code of Conduct, CGW shall have no parental or other additional responsibility for such Underage Team Wales Members. Underage Team Wales Members and their parents/guardians further acknowledge that the national governing body of the Sport of the Underage Team Wales Member shall bear all responsibility of whatsoever nature for the Underage Team Wales Member both before, during and after the Games, save as specifically set out in this Agreement and the Code of Conduct.

9. MEDICAL

- 9.1 The Team Wales Member undertakes and agrees to:-

9.1.1 disclose to the Head of Medical Services any illness, injury or condition that may prejudice their proper participation or performance in the Games and to relinquish their position in Team Wales forthwith if, in the General Team Management’s opinion, after consultation with the Head of Medical Services and the relevant coaching staff, the Team Wales Member is unable to perform at the Games to the best of their ability through illness, injury or condition; and

9.1.2 submit to medical tests and examinations as directed by the Head of Medical Services (the cost of which is to be met by CGW) provided, however, that such tests and/or examinations are requested and carried out solely to determine their medical fitness to perform to the best of their ability at the Games.

- 9.2 The Team Wales Member agrees to comply with all reasonable directions given by the Head of Medical Services in relation to their health and medical fitness.

- 9.3 The Team Wales Member understands that all consultations with medical personnel are confidential.

- 9.4 The Team Wales Member agrees that all and any members of the Team Wales medical team may disclose to their Team Manager and/or the General Team Management any matter relating to their health and medical fitness to compete at the Games. Such information shall not be disclosed until the Team Member has been informed and been given the opportunity to make representations against such disclosure or until all reasonable efforts have been made to contact the Team Wales Member. Such information which comes to the knowledge of the Team Manager or any member of the General Team Management remains confidential and shall not be disclosed more widely without the consent of the Team Wales Member.

- 9.5 The Team Wales Member agrees to disclose, if asked, to the General Team Management any matter relating to the health and medical fitness of any

Team Wales Member to compete at the Games.

- 9.6 In signing this agreement, the Team Wales Member consents that in the event of any injury and/or illness and/or accident, any necessary treatment can be administered to them which may include the use of anaesthetics.

10. MEDIA

- 10.1 Unless otherwise agreed in advance by CGW, the Team Wales Member undertakes and agrees not to:-

10.1.1 permit their name to be used as the author of any article or column appearing in the media throughout the duration of the Games; and/or

10.1.2 enter into a contractual arrangement or understanding whereby they provide exclusive interviews with any element of the media throughout the duration of the Games.

- 10.2 The Team Wales Member agrees to observe and comply with the following Media Guidelines, which may be amended from time to time:-

10.2.1 the Chef de Mission shall be spokesman on all matters concerning Team Wales, including but not limited to arrangements for or the venues of the Games and the management of Team Wales or Team Wales Members or coaches. The Chef de Mission may delegate responsibility to any other official of Team Wales. Team Managers or their appointed representatives are however entitled to act as spokesperson on matters specific to their Sport, subject to any discretionary restrictions and/or limitations the Chef de Mission may impose from time to time;

10.2.2 Team Wales Members are asked to co-operate in promoting Team Wales by attending any official press interview as requested by their Team Manager or General Team Management and making every effort to project the best possible image of the Commonwealth Games, Team Wales and their own participation in the Games;

10.2.3 subject to clauses 5.1.7 and 5.1.8, Team Wales Members do not have to communicate with the media and cannot be compelled to;

10.2.4 prior to the commencement of the Games, Team Wales Members shall only have any contact with the media with the permission of the General Team Management;

10.2.5 during the Games, Team Wales Members shall have no contact with the media unless it is in the immediate aftermath of an event and/or it is at an organised press conference and/or they have been granted permission by the General Team Management;

10.2.6 where Team Wales Members make any public comment or deal with the media they must use their best endeavours to project the best possible image of Team Wales and their own participation as a representative of Team Wales;

10.2.7 Team Wales Members shall restrict any public comment made in any media to their own personal performances and they shall not make

any public comment in relation to the performance of other Team Members, CGW, the CGF, CGW's policies, members of the General Team Management or the Games themselves without the prior approval of CGW;

10.2.8 for the avoidance of doubt, clauses 10.2.6 and 10.2.7 apply to any comments made by Team Wales Members on social networking internet websites;

11. MARKETING, SPONSORSHIP AND USE OF IMAGE

11.1 The Team Wales Member undertakes and agrees to:-

11.1.1 assist and co-operate with CGW and its Team sponsors/partners to enable CGW and its Team sponsors/partners to maximise the promotional benefits from sponsorship of, or supply to CGW;

11.2 As a Team Wales Member selected to represent Team Wales you grant a number of rights in relation to the use of your image and pictorial likeness, which may be used together with your name, nickname, statistics, voice, biographical information and/or other data (collectively your "Team Wales Member Attributes") as set out in clauses below:

11.2.1 The Team Wales Member agrees that;

- (i) CGW, its Team Sponsors/Partners may use your Team Member Attributes to promote Team Wales's participation in the Games and in their advertising, promotion or marketing activities, provided that the use your Team Wales Member Attributes is limited to being part of the Team as a whole. This obligation applies even if a Team Sponsor competes with one of your Sponsors;
- (ii) CGW, its Team Sponsors/Partners may use your Team Wales Member Attributes in congratulatory advertising which will be solely for the purpose of congratulating you for your performance at the Games and will not contain or imply any endorsement by you of the Team Sponsor involved or its products or services
- (iii) CGW may use your Team Wales Member Attributes for promoting Team Wales' participation in the 2022 Games;
- (iv) they will not obscure, or attempt to obscure or damage any Marks of Team Sponsors, including suppliers of the Team Uniform;
- (v) they will provide all reasonable assistance to CGW in its fundraising activities;
- (vi) they will not to appear or participate in any advertising promotion or marketing activities for any person or body, corporate or unincorporated, relating to the Games or their participation in them, other than CGW or CGW's

sponsors/partners without the prior written consent of CGW which shall not be unreasonably withheld.

11.2.2 The Team Wales Member agrees and consents to;

- (i) your performance or appearance as a Team Wales Member in or in relation to any Games event being filmed or recorded in any audio, visual or audio-visual or electronic form of coverage and that such recording (including your Team Wales Member Attributes) may be used by CGW and incorporated in whole or in part in any form of media or communication subject to the terms of this clause 11.
- (ii) be filmed, videotaped and photographed and to have your name, Image, picture, likeness, voice and biographical information otherwise recorded, in any media, before, during or after the Games, by the CGW, the CGW's official photographer(s), film crew(s), video crew(s) and by any other entity authorised by the CGW.

11.3 The Team Wales Member acknowledges and agrees that this Agreement restricts his/her absolute freedom to exploit his/her image (as defined in clause 11.1 above) and acknowledges and agrees that such restrictions are necessary and reasonable in the public interest and for the purposes of protecting the sources of income from marketing and fundraising, from which the Team Member receive benefit and which are necessary to fund: (a) the staging of the Games; (b) the operations of CGF and CGW in facilitating the Games and Team Wales; and (c) the development and participation of competitors in future Commonwealth Games.

11.4 Where the Team Wales Member has assigned and/or licensed their image rights to a company (the "Company"), the company hereby grants to CGW, its sponsors and team partners for the duration of the agreement an exclusive right and licence of the image rights of the Team Member. The Company must sign the relevant execution clause at the end of this agreement.

12. TEAM CLOTHING AND EQUIPMENT

12.1 The Team Wales Member acknowledges that the Team Uniform is given to you by the CGW for the sole purpose of your participation in the Games and at all times remains the property of the CGW. Your only rights with respect to the Team Uniform are stated in this clause.

12.2 The Team Wales Member agrees to wear the Team Uniform formalwear and leisurewear as supplied by CGW at receptions, the opening ceremony, medal ceremonies and all other events at the Games as directed by the General Team Management.

12.3 The Team Wales Member agrees to keep all official Team Uniform clothing as supplied to the Team Wales Member by CGW in good condition and not to modify them in any way or attach anything to them. They further agree to ensure that the relevant supplier's trademark and/or name is clearly visible at all times. The Team Wales Member shall not cover up and/or conceal any logo or other indicia of CGW or otherwise act to diminish the benefits to the CGW of any association with the Games and/or Team Wales.

- 12.4 CGW acknowledges that each Team Wales Member may use technical equipment as required by their Sport which has individual preferences. Team Wales Members may, within the bounds of their sport's own rules, use such equipment but must ensure that identification of the manufacturer's logos are kept within CGF guidelines.
- 12.5 In relation to Technical Equipment, the Team Wales Member must not promote or advertise at any time:
- 12.5.1 the manufacturer and supplier of the Technical Equipment;
 - 12.5.2 the Technical Equipment; or
 - 12.5.3 any other goods or services of the manufacturer and supplier of the Technical Equipment,
- by any representation or reference to :
- 12.5.4 membership of any Team; or
 - 12.5.5 participation in or performances at any Commonwealth Games,
- or permit, condone or authorise any such promotion or advertisement.

13. DATA PROTECTION

- 13.1 In providing their personal data, the Team Member does so with full knowledge of and agreement with the CGW's Privacy Notice. All personal data provided to CGW will be handled in accordance with the CGW Data Protection Policy.
- 13.2 The Team Wales Member consents to the biographical personal details that they have provided (and will provide) to CGW being retained in perpetuity by CGW. The Team Wales Member also agrees to their personal details being processed and provided to necessary third parties, including such information being transferred outside of the European Economic Area, as is necessary, to facilitate the Team Wales Member competing as a member of Team Wales at the Games and/or as is required by the CGF and/or the OC in connection with your participation in the Games.
- 13.3 The Team Wales Member consents to their personal biographical details being posted on CGW's official website and in/on any other CGW or Games official publication or media platform including social media platforms such as Twitter and Facebook as well as any relevant applications created for mobile phones and/or devices.
- 13.4 The Team Wales Member consents to the personal details (excluding information relating to medical test/examinations) that they have provided being used from time to time by CGW or passed to a CGW approved third party for CGW related marketing causes but your personal details may not be passed, rented or sold as part of a database for general commercial exploitation.

14. INTEGRITY

- 14.1 The Team Wales Member agrees and undertakes:-
- 14.1.1 To perform to the best of his or her ability at any event within the Games that they participate in;
 - 14.1.2 That they shall not provide any inside information that is not publicly available and/or which has been obtained by the virtue of the Team Wales Member's position within sport to any party outside of Team Wales;
 - 14.1.3 That they shall not participate in any betting including but not limited to spot betting ("Betting"), or facilitate any other person to participate in Betting on any event at the Games;
 - 14.1.4 That they shall not give or receive a bribe to fix a result in any event at the Games;
 - 14.1.5 That they shall not do or omit to do anything which could undermine the public confidence in the integrity of any event at the Games;
 - 14.1.6 To report any contravention of clause 14.1 by any other person to the Chef de Mission.
- 14.2 The Team Wales Member acknowledges that any breach of clause 14 may result in them being removed from Team Wales and/or excluded from the Games.

15. ANTI-CORRUPTION AND BRIBERY

- 15.1 CGW takes a zero-tolerance approach to bribery and corruption. The Team Wales Member must comply with CGW's anti-corruption and bribery policy, a copy of which is available from the CGW office, and related procedures at all times. Failure to do so will be taken seriously and may result in the Team Wales Member being disqualified from Team Wales.

16. BREACH OF AGREEMENT

- 16.1 Should the Team Wales Member breach any part of this Agreement, the General Team Management or CGW may in their or its discretion:-
- 16.1.1 terminate their membership of Team Wales; or
 - 16.1.2 require them to leave the team camp, the village or the Games itself;
or
 - 16.1.3 exclude them from competition in the Games; or
 - 16.1.4 cancel and withdraw their accreditation thereby preventing them from accessing their accommodation and Games' venues.
- 16.2 Before the General Team Management imposes any of the above provisions, the Team Wales Member shall be given an opportunity and reasonable time to state a case in defence of any allegations made against them. They shall be entitled to be represented by any other Team Wales Member in making their defence and nothing in the procedure shall prejudice their rights to natural justice.

- 16.3 The General Team Management shall hand down a decision as soon as is reasonably practicable after the Team Wales Member has stated his or her case in accordance with clause 16.2. Where a Team Member either fails to notify the General Team Management that he or she wants the opportunity to state his or her case in accordance with clause 16.2 or he or she informs the General Team Management that he or she does not want the opportunity to state his or her case, the General Team Management shall hand down their decision within a reasonable time.
- 16.4 The Team Wales Member shall be entitled to appeal the decision of the General Team Management to the Board. The Team Wales Member should notify the Board of their appeal with his or her reasons within 48 hours of receiving the General Team Management's decision. The Board shall make a decision on the appeal as soon as is reasonably practicable following the appeal hearing. The Board's decision will be final and not subject to an appeal.
- 16.5 Notwithstanding any action by the General Team Management or CGW pursuant to clause 16.1 the obligations upon the Team Member under this Agreement will continue to be in full force and effect.
- 16.6 Failure by CGW to enforce the provisions of this Agreement at any time shall not be construed as a waiver of such provision and shall not preclude the subsequent enforcement by CGW of that provision.
- 16.7 Clauses 11, 14.7, 15, 16, 17, 19 and 20 of this Agreement shall continue in full force and effect, notwithstanding any termination of this Agreement howsoever arising.

17. RELEASE FROM LIABILITY AND INDEMNITY

- 17.1 For the purposes of this clause, CGW shall mean and include all CGW officers, staff and volunteers.
- 17.2 The Team Wales Member hereby agrees and acknowledges that they shall take part in the Games at their own risk and that CGW shall not be nor be deemed responsible or liable on whatever basis for any injury, illness or other mishap whatsoever and howsoever it may arise which may be suffered by them or be sustained to property belonging to them during the term of this Agreement, unless it arises as a direct result of a deliberate and wrongful act or omission of CGW.
- 17.3 The Team Wales Member agrees and acknowledges that they hereby indemnify and will at all times hereafter keep CGW fully indemnified from and against all actions, suits, causes of action, proceedings, demands, costs and expenses whatsoever which may be taken against CGW or incurred; or which become payable by CGW as a consequence of the Team Wales Member's misconduct or is related to any unlawful and/or wrongful and/or wilful and/or unauthorised behaviour by the Team Wales Member; or which arise from any breach of the Team Wales Member's obligations under this Agreement.

18. NO EMPLOYMENT

The Team Wales Member acknowledges that they are acting as a self-employed contractor and no employment relationship exists or arises whether as a result of this Agreement or otherwise.

19. CONFIDENTIALITY

The Team Wales Member undertakes to keep the terms of this Agreement confidential and further undertakes not without CGW's prior written consent, to disclose any of the terms of this Agreement to any third party other than to their professional advisers (including their agent) or as required by law. Any disclosure to professional advisers shall be 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 the Team Wales Member.

20. NOTICE

20.1 Any notice required to be given under this Agreement shall be in writing and shall be delivered personally, or sent by pre-paid first-class post or recorded delivery or by commercial courier, to each party required to receive the notice at the addresses referred to above or as otherwise specified by the relevant party by notice in writing to each other party.

20.2 Any notice shall be deemed to have been duly received:-

20.2.1 if delivered personally, when left at the address and for the contact referred to in this clause; or

20.2.2 if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second business day after posting; or

20.2.3 if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

21. GOVERNING LAW

21.1 This Agreement shall be governed by the laws of England and Wales and shall be subject to the jurisdiction of the courts and tribunals of England and Wales.

21.2 Should any provision of this Agreement or the application thereof be held invalid or unenforceable by a court of competent jurisdiction then the remainder of this Agreement and the application thereof other than those provisions which shall be held invalid or unenforceable shall not be affected and shall continue to be valid and enforceable to the fullest extent permitted by law or equity.

22. DISPUTE RESOLUTION

22.1 If any dispute or difference arises between the parties to this Agreement in relation to the Agreement's provisions, application, interpretation or in any way connected with the arrangement made under or in consequence of this Agreement the parties agree that they shall use their best endeavours to resolve the difference or dispute by Agreement between them in good faith.

22.2 If agreement cannot be reasonably and promptly reached, save for any dispute arising out of clause 16, the parties shall have the option to submit the dispute between them in connection with this Agreement to Sport Resolutions (UK) (a trading name of The Sports Dispute Resolution Panel Ltd - Company No. 3351039) for resolution by mediation in accordance with Sport

Resolutions (UK)'s Mediation Procedure, which Procedure is deemed to be incorporated by reference to this clause.

- 22.3 If agreement cannot be reasonably and promptly reached and one of the parties choose not to mediate, save for any dispute arising out of Clause 16, the parties shall submit the dispute for between them to Sport Resolutions (UK) (a trading name of The Sports Dispute Resolution Panel Ltd - Company No. 3351039) for final and binding arbitration in accordance with the Arbitration Act 1996 and Sport Resolutions (UK)'s Arbitration Rules, which Rules are deemed to be incorporated by reference to this clause.
- 22.4 Full details of the practice and procedures of SDRP are held by CGW and are available from CGW upon request.
- 22.5 Any dispute arising on the occasion of, or in connection with, the Games shall be submitted exclusively to the Court of Arbitration for Sport, in accordance with the Code of Sports-Related Arbitration.
- 22.6 The Team Wales Member agrees to undertake and abide by the provisions of the SDRP or the CGF, as appropriate, and to execute in good faith any decision of the tribunal.

23. EXECUTION

- 23.1 The following section should only be signed by an Team Wales Member who is under the age of 18 and their parent/guardian. All other Team Wales Members (who are 18 or over) must agree to the terms and conditions by clicking on the Agree button.

Name _____

Signature _____

Address _____

Sport _____

Date of Birth _____

Signed for and on behalf of
COMMONWEALTH GAMES COUNCIL FOR WALES

Authorised signatory

NOTE:-

If a Team Wales Member who signs the above is under 18 years of age the signature of a guardian of that Team Wales Member must be added at the foot of the following acknowledgement.

I ACKNOWLEDGE that I have read and understood the above terms and conditions in consideration of your accepting my son/daughter as a member of Team Wales.

I AUTHORISE the Senior Team Doctor to give consent to any urgent medical procedure (which requires consent) if I cannot be contacted to give my own consent.

I AUTHORISE the Team Manager to consent on behalf of my son/daughter to any doping test that may be required.

Signature – Parent/Guardian

Date

23.2 The following section should only be signed by a Company who has been assigned and/or licensed a Team Members image rights in relation to clause 11.4.

Company Name: _____

Director signature

Registered Address: _____

Acting on behalf of:

(insert Team Member name)

APPENDIX 2 – SOCIAL MEDIA POLICY

Think b4 u post

2018 Games Social Media Guidelines

Athletes and Officials are actively encouraged to use Social Media before and during Games time but with the understanding that such activity must respect the law, CGF rules and regulations and Team Codes of Conduct.

There has been rapid growth in Social media; Facebook, Twitter, Instagram, WhatsApp, YouTube, and numerous blogs; easy to use and attractive channels of communication allowing interaction with friends, family and the wider world. HOWEVER, THERE ARE RISKS.

These guidelines will help you identify and avoid those pitfalls, protect your reputation and privacy and ensure you use social media without bringing yourself or your National Team, into disrepute.

Take time to post on a regular basis – posting frequently will get people to check back regularly – keep them interested.

Have you checked the content and does your post pass the publicity test? Are you comfortable sharing your thoughts and pictures with the general public; if you feel disappointed delay posting until you have a clear head. There is no such thing as a private social media site; search engines can retrieve posts years after publication even if you have deleted the content.

Insist everyone in the picture has agreed to 'smile' – make sure that everyone in shot (even those in the background) has also given consent.

Never divulge personal information that could be used by identity thieves; including family addresses, phone numbers or your own date of birth.

Know and understand your personal responsibility and liability; you, no-one else, is responsible for what you post on any social media site. REMEMBER individuals can be liable for breaking the law by posting defamatory remarks.

Be personable – share your experiences and achievements and get people interested in your sport. Make people feel part of it and increase your own publicity.

4 Forewarned is forearmed: Moderate your content and respond promptly to comments where a response is expected. Correct mistakes quickly and clearly.

Understand and be respectful of others. We all have a right to freely express our views subject to the law; you should always respect other people's views and beliefs. STOP and consider whether you have written anything that could hurt or show disrespect. What you write can also damage your reputation and reflect negatively on your Team and Country.

Promote and represent your National Team with pride and honour. You are expected to follow the same standards of behaviour on-line as you do in your everyday life. The Team Code of Conduct also applies on line ! NEVER compromise your personal reputation and integrity, or that of your family, friends and fellow team members.

Open your heart and share the love. Remember to mention other sporting bodies, friends, family and others who have helped you on your way; for example @CGF.

Sponsors are important and watching – they spend significant time and money supporting and monitoring athletes. Sponsors are important to you and your sport.

Think b4 u post. Ask yourself 'would I want my family to read this'? If the post is unacceptable in conversation, it is NOT acceptable on social media. The Press can and do read posts and attribute them back to you as a direct quote.

**APPENDIX 3 – DECLARATION OF COMPLIANCE WITH
SOCIAL MEDIA POLICY**

Declaration of Compliance with the CGW's Social Media Policy

Please complete the form below and return marked 'Confidential' to – Brian Davies,
General Team Manager, Commonwealth Games Council for Wales, c/o Sport Wales
National Centre, Sophia Gardens, Cardiff CF11 9SW.

I, _____ (name) hereby declare that as a
Team Member or potential Team Member of the Welsh Team or support staff in Gold
Coast2018, I have read and will comply with the Social Media Policy.

Signature:

Print Name:

Sport/Other Position:

Date:

If under 18, please have this countersigned by Parent/Guardian.

Parent's/Guardian's Signature

Print Name

Date:

APPENDIX 4 – DECLARATION OF COMPLIANCE WITH CGW CHILD and Adults at Risk PROTECTION GUIDELINES

The protection of CGW Team Members and the reputation of the CGW and its sponsors and supporters is a key consideration in selection of Team Members who will be ambassadors for Wales both in and out of competition.

The Board is seeking assurance that all potential Team Members at the Gold Coast 2018 Games, or other individuals who may have accredited access through to the Welsh Team to athletes at the Games, satisfactorily comply with the attached self-declaration guidelines in terms of meeting CGW Child Protection Procedures.

Individuals who have not completed these forms or whose declarations indicate they are unsuitable to be placed in close contact with children and young persons **will not be confirmed** as Team Members or have Team Member related benefits such as access to training venues and other restricted areas during the Games. This will be open to appeal.

Declaration of Compliance with the CGW's Child and Adults at Risk Protection Guidelines

Please complete the form below and return marked 'Confidential' to – Mr C. Jenkins, Chief Executive, Commonwealth Games Council for Wales, Lower Glyntaff, University of South Wales, Glyntaff, Pontypridd, CF37 4BD.

I, _____ (name) hereby declare that as a Team Member or potential Team Member of the Welsh Team or support staff in Gold Coast 2018, I have no criminal convictions **save for driving convictions dealt with on a summary basis**. I also confirm that I have not been the subject of a

police or social work investigation in relation to child abuse, sexual offence or violence against a child under the age of sixteen years. Nor am I, or have I been bound over, placed on probation or a deferred sentence, discharged either conditionally or unconditionally in relation to such offences. I have not had any disciplinary sanction (from sports or other organisations) relating to child abuse. I do not know of any other reason why I should not be confirmed as a Team Member, or its support staff, if selected or appointed in these roles, nor have accredited access to the Games. As such I have no objection to a Disclosure and Barring Service check or other references including enquiries to my relevant authority being carried out to confirm my declaration, or to my providing further documentation relating to my suitability as a Team Member if requested. I understand that failure to disclose information may result in my removal from the Team and/or have any accredited access withdrawn.

Signature:

Print Name:

Sport/Other Position:

Date:

If under 18, please have this countersigned by Parent/Guardian.

Parent's/Guardian's Signature

Print Name

Date:

If the answer is yes to any of the above please supply in confidence (or if you would prefer make an appointment to discuss this) details of any criminal convictions including cautions deferred sentence, absolute discharges, bind over probation orders and investigations.

NOTE: You are advised under provisions of the Rehabilitation of Offenders Act 1974 (Exceptions) Order 1975 as amended by the Rehabilitation of Offenders Act 1974 (Exceptions Amendment) Order 1986 you should declare all convictions including spent convictions.

Child Protection Policy

Notes on Completing Self-Declaration Forms

This information is part of the CGW Child Protection Policy Guidelines and Procedures. Compliance with the procedures is mandatory for all those with substantial unsupervised access to children through Welsh Commonwealth Games Teams. The procedures were developed in conjunction with Sport Wales.

It allows the CGW to fulfil its obligations in collating and reporting any complaints that are made against an individual which may put children at risk. The information is **strictly confidential** except for the legal obligation of reporting. Each individual completing the form is strongly advised to read the CGW Child Protection Policy and Procedures available from the Games Council office or via the Team Wales website.

Who must complete a self-declaration form? All Team members and other people who by nature of the role they fulfil have substantial access to those Welsh Commonwealth Games Squad or Team members less than 18 year olds.

Do I have to complete a self-declaration form? It is a policy of the CGW that these procedures are adopted. If unwilling to do so, then you will not be appointed to the Team or have access to Team members in squad training or the Games environment.

What information will be kept on me? Obviously there will be your personal identifier information that is on the form, which in the majority of cases will be the only information. If you have a criminal conviction for an offence, which could put children at risk, the official details of the conviction will be held with this form. However, specific allegations of behaviour, or details of other convictions which could put children at risk, and which are made known to the CGW, will also be recorded. All concerns or complaints will be reported to the police and the relevant local authority for investigation, and the outcome recorded. This information is held separately, is securely protected and will record the date, source and originator of any text. **You may at any time request to see the information held on you.**

Who will my information be disclosed to? All individuals on the Child Protection List will have the right to request to see the information that is held on them. This request must be made in writing to the CGW Chairman of the Board of Directors who acts on behalf of the CGW who must respond within 40 days. A fee may be levied in accordance with the Data Protection Act 1988. All information will be made available to the official agencies, which have a statutory duty to investigate allegations of child abuse. The CGW also reserves the right to disclose information relevant to child protection to national governing bodies and other individuals and organisations sharing concerns regarding child protection.

Will a declaration of information relating to a conviction automatically result in my removal from the Team? No, notification of a conviction or provision of other information will not result in automatic removal from the Team or restriction of access. Each person's information will be assessed on its merits and independent advice may be taken or further information requested before any decision is taken. Any individual deemed not suitable will have the right to appeal the decision.

Indicators of Abuse

- Injuries to the child that are not consistent with the normal athlete training or recreational habits of children or young people, either in type or in position on the body.
- Inconsistent or unreasonable explanation of an injury by the child or by a parent or carer.
- Over-eating or loss of appetite and sudden weight loss or gain.
- Severe tantrums, mood swings or uncharacteristically quiet or aggressive behaviour.
- The child or young person is inappropriately dressed, ill kept or dirty.
- Excessively nervous behaviour including rocking or hair twisting.
- Low Self esteem on the part of the child or young person.

General Indicators of Abuse

- Recurring headaches.
- Reluctance to go home.
- Flinching when approached or touched.
- Self-inflicting injury.

REMEMBER –

- **It is generally a cluster of these indicators, which would alert you to something being wrong.**
- **This is not a checklist.**