

NW Netball – Athlete Support Fund T&Cs

1. Introduction

- 1.1 Should you be offered funding by North-West Netball to help pay for or put towards your participation in England Netball related activities, payment(s) will only be made on the North-West Netball's receipt of a completed application including support evidence.
- 1.2 The payment of funding to you by North-West Netball is subject to the terms and conditions set out in this document, your application for funding and the North-West's confirmation of funding which may or may not contain special conditions (herein after "Agreement").
- 1.3 This funding is a contribution and/or payment towards the purpose detailed in the criteria for this funding and must be used solely for the purposes for which it was made.

2. Acknowledgements

- 2.1 You agree to all the terms and conditions in the Agreement.
- 2.2 You will return a written acknowledgement to the North-West's offer as will be directed in the confirmation, if funding is awarded.

3. Monitoring, Review and Reporting

- 3.1 You must comply with all reasonable requests made by North-West Netball for information and/or documentation in connection with, the funding. This includes providing information to help North-West Netball pay and monitor your funding. The information requested may be in relation but not limited to your financial means, income and expenditure, and your performance or results of the purpose.
- 3.2 You agree to:
 - 3.2.1 inform North-West Netball immediately in writing of any changes in your personal circumstances, at all times, during the term of the funding, which may directly or indirectly affect your application for the funding (e.g. withdrawal from the performance programme due to sickness, injury, any other incapacity, any other change in your personal circumstances such as pregnancy, routine operations requiring a period of recovery etc., meaning you are unable to participate fully in the performance pathway.
 - 3.2.2 keep [ENgage](#) up to date with any change of your permanent residential address.

4. Suspension, Termination and Amendment of Funding

- 4.1 North-West Netball reserves the right, without incurring any liability to you, to amend the terms and conditions of this Agreement, reduce the amount of the funding, suspend payments due or otherwise amend payments of the funding or terminate it forthwith upon notice to you, in the event that:
 - 4.1.1 the financial position of North-West Netball substantially changes for the worse; and/or
 - 4.1.2 should such funds allocated by North-West Netball be less than originally projected to the extent that North-West Netball cannot meet all its commitments.
- 4.2 North-West Netball reserves the right to reduce, increase or otherwise amend the funding and/or this Agreement to reflect changes in your personal financial circumstances and/or your performance that takes place during the term of the funding.
- 4.3 Without prejudice to the other rights and remedies of North-West Netball and without any liability to you, North-West Netball may either reduce the amount, suspend payments due or terminate this Agreement by notice in writing to you, stop any and all future payments and/or (depending on the circumstances) require the full amount of the funding, or such lesser sum as North-West Netball may require, to be repaid to North-West Netball on demand, if:
 - 4.3.1 in the reasonable opinion of North-West Netball, you fail to apply the funding or any part of it for the purpose for which it was made.
 - 4.3.2 fail the purpose (as applicable)

- 4.3.3 within the period of this Agreement, you fail to comply with or otherwise breach any of the terms and conditions of this Agreement.
- 4.3.4 in the reasonable opinion of North-West Netball, any of the assurances given or the representations contained within the application or other documents submitted by you to North-West Netball (either prior to or after the date of the funding) are or were fraudulent, materially incorrect or misleading.
- 4.3.5 you are declared bankrupt.
- 4.3.6 your creditors obtain an administration order against; you.
- 4.3.7 you enter into an individual voluntary arrangement or an informal arrangement with your creditors for you to repay your debts to your creditors.
- 4.3.8 you engage in activities, behaviour or practices, in the reasonable opinion of North-West Netball which may, at any time, bring North-West Netball into disrepute.
- 4.3.9 you commit any act that shocks or offends the community, or which manifests contempt or disregard for public morals or decency.
- 4.3.10 you are unable to participate fully in the purpose due to sickness, injury, pregnancy/maternity or incapacity for 3 consecutive months or more.
- 4.3.11 you cease (for any reason) to be a full member of or are suspended from North-West Netball.
- 4.3.12 during or after the term of the Agreement, you are charged with and/or found to have committed (before or during the term of the Agreement):
 - a. a criminal offence involving legal or illegal betting or gambling or corruption in any sport including your own sport; and/or
 - b. an offence under the rules and regulations of your governing body involving legal or illegal betting or gambling or corruption in any sport including your own sport.
 - c. commit an offence under the Anti-Doping Code
- 4.4 Any decision in the instances of clauses 4.3 above would be based on individual circumstances and following consultation with you and North-West Netball.
- 4.5 Any suspension of payment of the funding under this clause 4 will be upon such terms and for such period as North-West Netball may in its absolute discretion determine and shall be without prejudice to any other rights or remedies North-West Netball may have in such circumstances.
- 4.6 During the period of suspension North-West Netball will cease making payments due under the Athlete Support funding until its final determination of whether one or more of the events set out in clause 4.3 above have taken place.
- 4.7 If North-West Netball finally determines that one or more of the events set out in clause 4.3 above have taken place, then North-West Netball shall be entitled:
 - 4.7.1 to treat the suspended payments as forfeited by you and therefore belong to North-West Netball.
 - 4.7.2 to seek repayment from you, on demand, of all or any part (as North-West Netball shall determine in its absolute discretion) of the funding already paid to you; and
 - 4.7.3 to terminate this Agreement and the funding with immediate effect upon providing notice in writing to you.
- 4.8 4.8. If North-West Netball finally determines that none of the events set out in clause 4.3 above have taken place, then any suspended payments shall be paid to you as soon as possible but without any payment of interest or other compensation for delayed payment.

5. Anti-Doping

- 5.1 You acknowledge that your right to receive payment under this Agreement is conditional on you remaining fully compliant with all applicable anti-doping rules (including the anti-doping rules of your governing body, the international federation of which your governing body is a member, otherwise connected or affiliated to , the organiser of any event in which you participate, the UK National Anti-Doping Rules and Regulations (found at www.ukad.org.uk/publications as updated and amended from time to time) throughout the term of this Agreement (together, the "Anti-Doping Rules"). It is your personal responsibility, which you cannot delegate to anyone else, to ensure such compliance.
- 5.2 You further agree not to risk bringing yourself, your sport, the governing body of your sport or North-West Netball funding into disrepute by:

- a. being involved in any criminal offence involving drugs; or
 - b. accepting any assistance in your training or competition, or having any other professional involvement with, any coach or other support personnel who, in the reasonable opinion of your governing body, North-West Netball or UK Anti-Doping ("UKAD"), has a poor anti-doping record or reputation.
- 5.3 In exercising its rights under this clause 5 North-West Netball shall be entitled to consult with and place reliance upon the views of UKAD.
- 5.4 You agree to keep yourself and your advisers/support team fully informed as to, and comply strictly at all times, with, the Anti-Doping Rules and requirements (as amended from time to time) of your governing body, your International Federation, UKAD and all other parties that have jurisdiction over you in anti-doping matters.
- 5.5 Without prejudice to any other rights and remedies that may arise under this Agreement if one of the following happens:
- a. during or after the term of the Agreement, you are found to have committed (before or during the term of the Agreement) a criminal offence involving drugs, or an anti-doping rule violation under the Anti-Doping Rules; or
 - b. you accept assistance in your training or competition, or you have some other professional involvement with, a coach or other support personnel who, in the reasonable opinion of the governing body, North-West Netball or UKAD, has a poor anti-doping record or reputation, and fails to end that assistance or involvement within 28 days of receipt of notice by the governing body, North-West Netball or UKAD (as applicable) to do so;

Then North-West Netball will have the following rights, which it may exercise, together or otherwise, as North-West Netball in its absolute discretion sees fit:

- a. the right to reduce the amount of the funding, suspend payments due under this Agreement or terminate this Agreement with immediate effect, so that you no longer have the right to receive the funding.
 - b. the right to repayment from you of all or part of the funding paid to you, during the period of non-compliance with the Anti-Doping Rules or breach of clause 5.1 and 5.2;
 - c. the right to recover damages from you to compensate for losses flowing from your noncompliance/ breach that are not compensated by the payments contemplated under sub-clause (b) above.
- 5.5.1 If you are charged with a criminal offence involving drugs, or it is determined that you have a *case to answer* for breach of the Anti-Doping Rules, you shall immediately advise the governing body and North-West Netball. North-West Netball shall have the right to withhold from that point the provision of the funding to you pending final determination of the case (including any appeals). If it is finally determined that you have not committed the offence/violation charged, then any withheld payments shall be paid to you as soon as possible without payment of interest or other compensation for delayed payment.
- 5.5.2 If it is finally determined that you have committed an offence under the Anti-Doping Rules, North-West Netball will retain all withheld payments and may also require that you repay any other payments of the funding that you received during the period of your breach of the Anti-Doping Rules. In addition, North-West Netball will be entitled to terminate this agreement with immediate effect. You may also be subject to a future funding ban.

6. Limitation of Liability

- 6.1 6.1. North-West Netball, its employees, agents, officers or sub-contractors will not at any time be liable to you in relation to any matter arising in connection with your involvement and/or participation in the purpose and, in particular but without limitation shall not be liable to you for any loss, injury or damage arising as a result of the compliance by you with the terms and conditions of this Agreement.

7. Financial

- 7.1 You accept sole responsibility for managing your personal financial and tax affairs, including the payment of national insurance and any tax which might arise in relation to the funding.
- 7.2 7.2. You accept that neither North-West Netball have made any deduction from amounts awarded to you in respect of income tax or national insurance contributions because you are an independent contractor.

8. Data Protection

- 8.1 You acknowledge that all personal information (including "sensitive" personal information relating to race or ethnic origin, physical or mental health, and other matters covered by data protection legislation) provided by you or gathered for this Agreement and/or funding may, in addition to keeping hard copies, be stored electronically or otherwise, and processed for the purposes of and in connection with the Agreement and/or Grant by employees, agents and contractors of North-West Netball and be processed as set out in the Data Protection Notice in accordance with current data protection legislation, guidelines and practices.
- 8.2 8.2 North-West Netball shall keep your personal information for not longer than 6 years after the end of this Agreement and will destroy your personal information after this period.

9. Independent Contractors

- 9.1 You and North-West Netball are independent contractors, and nothing shall be taken to construe an employment contract between you and us.
- 9.2 You agree that the obligations and duties you are accepting under this Agreement are conducive to your own professional development.
- 9.3 9.3 You agree that you shall not purport in any way to represent or hold yourself out as an agent of North-West Netball.

10. Notices

Any notice served under this agreement shall in the case of:

North-West Netball - be sent to its main office for the time being: North-West Netball, House of Sport Manchester. M11 3FF northwest@englandnetball.co.uk , alternatively to NWNetballChair@gmail.com

The Athlete - be sent to your address on the application form, email address is this is the preferred correspondence or such other address as you subsequently notify in writing to North-West Netball.

11. No Waiver of Rights

Any failure or delay of North-West Netball in enforcing any of its rights in relation to the funding or taking any action in respect of any breach of this Agreement shall not constitute a waiver of those rights or of your breach.

12. Assignment

On written notice to you, North-West Netball will be allowed to assign their rights under this agreement to any successor body or bodies of North-West Netball.