



Wadham College Boat Club

CODE OF CONDUCT

The members of Wadham College Boat Club ("the Club") are the ambassadors of the Club.

The Clubhouse Consortium ("the Consortium") comprises of members from the Club, St. Anne's College Boat Club and St. Hugh's College Boat Club as well as the boathouse itself.

The Club expects its members and invited visitors to conduct themselves with integrity and to treat each other, and invited visitors, with dignity and respect and without discrimination. The Club provides a safe, civil and fun environment that all of its members have a right to enjoy.

The Club will treat all members and invited visitors equally and with dignity and respect.

The Club expects this standard of behaviour to be maintained at all times, including whilst training and racing, and at Club social events held inside or outside the clubhouse. This list is not exhaustive.

Where a member invites a visitor into the Club, it is the responsibility of that member to bring this Code of Conduct, and the standard of behaviour expected by the Club, to their visitor's attention. Members are responsible for the behaviour and actions of any visitors they bring to the Club.

The Club expects its members to comply with all applicable British Rowing and Club safety procedures and to follow the safety instructions of any Officer of the Club, coach, coxswain, or steersperson.

Appendix 1 to this Code of Conduct sets out how the Club deals with instances where an allegation is made that the behaviour of the Club, one of its members or an invited visitor does not meet the standards of behaviour expected by the Club.

The Club is affiliated to British Rowing and thereby adheres to the British Rowing Disciplinary & Grievance Regulations (BR Regs s.20-28) and conducts disciplinary and grievance cases in a manner consistent with British Rowing's Dispute Guidance (BR Reg Schedule 6). Appendix 1 to this Code of Conduct, must be interpreted (in so far as it is considered in any way inconsistent) in a manner that is materially consistent with the Dispute Guidance issued under Appendix 6 to the Disciplinary and Grievance Regulations published by British Rowing (duplicated at Appendix 2 to this Code of Conduct).

May 2023

APPENDIX 1

1. An allegation that the Code of Conduct of the Club has been breached by a member of the Club, an invited visitor to the Club, or the Consortium, can be made by a member of the Club, an invited visitor to the Club, a member of the Consortium or an individual who is not a member of the Club but has reasonable cause to make a complaint or raise a concern (the "Dispute").

INFORMAL RESOLUTION

2. The parties to a Dispute should use reasonable means to settle the issues between them informally and amicably:
 - a) Minor concerns about members' conduct should be raised and resolved informally through discussions between an officer of the Club and the member concerned.
 - b) If such a resolution cannot be achieved, or is not appropriate, the Dispute shall be resolved according to the formal resolution procedure.

FORMAL RESOLUTION

MEDIATION

3. A Dispute shall be referred to the President of the Club (unless the President is a party to the Dispute, in which case the Dispute shall be referred to the Captains of the Club, and thereafter the Secretary of the Club) who will appoint an independent member of the Club to act as a mediator ("the Mediator") between the parties. The Mediator should ordinarily be a Welfare Officer of the Club.
4. If the Dispute involves the Consortium, the dispute shall be referred to the Presidents of the Consortium Clubs (unless any of the Presidents are a party to the Dispute or the respective Boat Club does not have a President, in which case the Dispute shall be referred to the Captains of the respective Consortium Club, and thereafter the Secretary of the Consortium Clubs) who will appoint an independent member of the respective Consortium Club to act as a mediator ("the Mediator") between the parties. The Mediator should ordinarily be a Welfare Officer of the respective Consortium Club.
5. Where the term "independent" is used throughout this Appendix, this means a person who has not had any direct or indirect involvement in the relevant Dispute or grievance.
6. A Dispute should be raised formally by the affected party setting out:
 - a) The details of the Dispute or grievance
 - b) The details of the person with whom the Dispute has occurred or against whom the grievance is raised.

7. Once a Dispute has been raised, the President or other appropriate executive officer will bring the Dispute to the attention of the member to whom it relates and will provide them with the opportunity to respond to the allegations made.
8. Where the Dispute relates to the visitor of a member, the member who invited the visitor to the Club is responsible for that visitor and will be the party to this process.
9. If the Mediator is unable to bring about a satisfactory settlement to the Dispute, the Club shall appoint an independent panel (the "Panel") to determine the Dispute.
10. A satisfactory settlement is a settlement of the Dispute in a way that is agreeable to all parties to the Dispute and the Club. Any party to the procedure has the right to request that an independent panel determine the Dispute.

INDEPENDENT PANEL

11. The Panel shall consist of up to three independent persons who have not been involved in the Dispute. A person shall not participate in the panel if they consider that they have a conflict of interests in relation to any of the parties involved in the Dispute. The parties will be given the opportunity to object (on reasonable grounds) to any of the members of the Panel within seven days of being notified of their appointment. The legitimacy of the objection will be considered by the President of the Club (or such other officer in accordance with Clause 3).
12. The Panel shall appoint one of their number as chair of the Panel.
13. The Panel shall appoint one of their number to act as clerk to the Panel. They may alternatively appoint an independent further Club member who shall have no additional powers relating to the Panel, to act as clerk to the Panel.
14. The chair of the Panel shall arrange the date of the hearing and notify the parties of the arrangement with at least fourteen days' notice. The date of the hearing can be changed if any of the parties to the Dispute present a compelling reason.
15. The chair of the Panel shall control the conduct of the hearing so as to ensure that it is fair and must ensure the following:
 - a) Each party has a reasonable opportunity to provide evidence to the panel, either in writing or verbally.
 - b) Each party has a reasonable opportunity to adduce evidence from relevant witnesses.
 - c) The Panel has the opportunity to ask questions that are seen fit of any witness providing evidence to the Panel (either verbally or in writing).
 - d) Each party has a reasonable opportunity to address the Panel.

The chair of the Panel may impose time limits upon the presentation of such evidence by each party, as long as those time limits are fair to both parties.

16. Should, exceptionally, it be necessary for the Panel to adjourn to consider further evidence on a later date, this can be done at the discretion of the Panel.
17. The Panel shall come to a decision as soon as reasonably practicable after the conclusion of the hearing and the chair of the Panel must notify the parties and the President of the Club (or such other officer in accordance with Clause 3), in writing, of the findings made within ten working days of the conclusion of the hearing. The conclusions may be delivered orally, but must also be provided to all parties in writing.

SANCTION

18. In exceptional circumstances and where the Dispute is of a serious nature, the President or other appropriate officer may decide to suspend the member from the Club and/or the Consortium until the Dispute has been resolved. A visitor may be banned from the Club and/or the Consortium until any Dispute relating to that visitor has been resolved.
19. In the event of mediation, the following sanctions are available but can only be imposed with the consent of all parties:
 - a. time-limited ban from the Club house;
 - b. time-limited ban from water or training activities;
 - c. time-limited ban from using Club/Consortium equipment;
 - d. time-limited ban from positions of responsibility within the Club/Consortium.
20. If an independent panel upholds a Dispute, it may impose a sanction on the Member which could include:
 - a) time-limited ban from the Club house;
 - b) time-limited ban from water or training activities;
 - c) time-limited ban from using Club/Consortium equipment;
 - d) time-limited ban from positions of responsibility within the club
 - e) suspension from the Club/Consortium; or
 - f) expulsion from the Club/Consortium

The above list is not exhaustive and the Panel can, within its discretion, impose any sanction that is found to be appropriate in the context of the Dispute.

The Panel may have reference to any past sanctions imposed on a member in considering the appropriate sanction to impose.

Where the Dispute relates to a visitor introduced to the Club by a member, the Panel may decide that the visitor in question is refused entry to the Club on a time limited or an indefinite basis in addition to any sanction imposed on the member who introduced the visitor.

21. If the appropriate sanction is found by the Panel to be expulsion of a member, this can only be actioned by the Executive Committee upon a majority vote and the sanction will be referred to the Executive Committee by the President (or such other officer in accordance with Clause 3) at its next scheduled meeting. Where the Executive Committee expels a member of the Club, the Club will be informed that the individual in question is no longer a member of Wadham College Boat Club.

APPEAL

22. An appeal may be made against the findings of the Panel to a further independent panel formed by the Club (which shall not include any members of the original Panel and will ordinarily include the Club president) on any one (or more) of the following grounds:
 - a) Relevant information was ignored or not considered by the original Panel.
 - b) The procedure was tainted by bias or conflict of interests.
 - c) Relevant provisions of these regulations were not adhered to.
 - d) The first Panel exceeded its jurisdiction.
 - e) The findings of the first Panel were irrational or would not have been reached by a reasonable panel.
23. A further second appeal may be made to a Regional Rowing Council but only on the basis that the Terms of Reference within the British Rowing Dispute Guidance were not adhered to.