

# European Cricket Network (ECN) Safeguarding Regulations

*Effective as from 1<sup>st</sup> January 2024*

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## EUROPEAN CRICKET NETWORK – ECN SAFEGUARDING REGULATIONS ARTICLE 1 INTRODUCTION

1.1 The *ECN* is an organiser of various cricket events across Europe (*ECS, ECL, ECC, ECI & various National / International T20 Events*).

1.2 The *ECN* recognises that ensuring the welfare of all those participating in cricket is important in its own right, but it is also vital for the good reputation of cricket and its long-term health and vitality at all levels. Accordingly, the *ECN* expects all Local and *National Cricket Federations* and *Participants* to maintain appropriate standards and behaviour in relation to their welfare and that of other people around them at all times.

1.3 The core aim of these *ECN Safeguarding Regulations* is to compliment the *ECN Code of Conduct for Staff* and to ensure the welfare of *Protected Persons and ECN Staff at all times*. These *ECN Safeguarding Regulations* establish a framework through which the *ECN* may address matters concerning the harm, or possibility of harm, to *Protected Persons or staff* in connection with *ECN Events*.

1.4 Words in italicised text in these *ECN Safeguarding Regulations* are defined terms. Their respective definitions are set out in Appendix 1.

## ARTICLE 2 SCOPE AND APPLICATION

2.1 These *ECN Safeguarding Regulations* apply to *Participants*. For these purposes, a "**Participant**" is:

2.1.1 any cricketer who is selected as part of a team or squad to participate in an *ECN Event*, or who otherwise participates in an *ECN Event*; and/or

2.1.2 any coach, trainer, manager, selector, official, doctor, physiotherapist or any other person who is employed by, represents or is otherwise affiliated to team or squad that participates in an *ECN Event*; and/or

2.1.3 any *ECN Official, ECN Staff, Match Referee, Pitch Curator, Player Agent, Umpire or Umpire Support Personnel* involved in an *ECN Event*; and/or

2.1.4 any other individual who participates in any official capacity, on behalf of the *ECN, a Local and/or National Cricket Federation* or *ECN Event* organising committee, during the course of an *Event*; and/or

2.1.5 any other person who from time to time is engaged directly or indirectly in any activity on behalf of the *ECN, a local and/or National Cricket Federation* or *ECN Event* organising committee, in relation to the organisation or administration of an *ECN Event*.

2.2 Each *Participant* is automatically bound by these *ECN Safeguarding Regulations* as soon as he/she becomes a *Participant*. From that point, he/she shall be deemed to have agreed:

2.2.1 not to engage in *Prohibited Conduct* in connection with *ECN Events*.

2.2.2 that it is his/her personal responsibility to familiarise him/herself with all of the requirements of these *ECN Safeguarding Regulations*, and to comply with those requirements (where applicable).

2.2.3 to submit to the jurisdiction of the *ECN* to investigate apparent or suspected *Prohibited Conduct*.

2.2.4 to submit to the jurisdiction of the *Safeguarding Chairperson* and/or *Safeguarding Panel*. convened under these *ECN Safeguarding Regulations* to hear and determine, (a) any allegation that a *Participant* has engaged in *Prohibited Conduct*; and (b) any related issue (e.g., any challenge to the validity of the charges or to the jurisdiction of the *ECN* or *Safeguarding Chairperson* or *Safeguarding Panel*, as applicable;

2.2.5 to submit to the jurisdiction of any *Safeguarding Appeal Panel* to determine appeals made pursuant to these *ECN Safeguarding Regulations*.

2.2.6 not to bring any proceedings in any court or other forum that are inconsistent with the foregoing submissions to the jurisdiction of the *Safeguarding Chairperson*, *Safeguarding Panels* or *Safeguarding Appeal Panels*; and

2.2.7 to waive and forfeit any rights, defences and privileges provided by any law in any jurisdiction to withhold, or reject the provision of, information requested by the *ECN* pursuant to any investigation under these *ECN Safeguarding Regulations*.

**NOTE:**

*For the avoidance of doubt, the ECN's jurisdiction to take action against a Participant under these ECN Safeguarding Regulations is limited to Prohibited Conduct taking place in connection with an ECN Event.*

*Whether or not a Participant's prohibited conduct takes place - or he/she poses a risk of harm (in the context of Article 3.1, below) - in connection with an ECN Event, will inevitably involve a fact-specific analysis. However, without limitation to the generality of the foregoing, the closer in time conduct takes place to the duration of an ECN Event (obviously during, but also before and after) the more likely it is that such conduct will be considered to take place 'in connection' with an ECN Event. By way of general proposition, for Participants who are present in the host territory for the purposes of their participation or other involvement in an ECN Event, conduct that takes place in the period beginning at the time of their arrival in host country and prior to the first match of an ECN Event and ending at the time of the Participant's departure from the host territory, will constitute conduct taking place 'in connection' with an ECN Event. However, for Participants who are involved with the organisation or administration of an ECN Event, or when considering whether or not a Participant poses a risk of harm, a longer period of time may be considered to be 'in connection' with an ECN Event.*

2.3 These *ECN Safeguarding Regulations* are not criminal laws but rather disciplinary rules of professional conduct for those involved in the sport of cricket. However, *Prohibited Conduct* may also be a criminal offence and/or a breach of other applicable laws or regulations. These *ECN Safeguarding Regulations* are intended to supplement such laws and regulations. They are not intended, and should not be interpreted, construed or applied, to prejudice or undermine in any way the application of such laws and regulations. *Participants* must comply with all applicable laws and regulations at all times. Where a *Participant* who is an employee or contractor of the *ECN* breaches these *ECN Safeguarding Regulations*, the *ECN* may choose to pursue its remedies against him/her under employment law and/or contract law and/or under these *ECN Safeguarding Regulations*, as it sees fit.

2.4 For the avoidance of doubt, following the completion of an *ECN Event*, the *ECN* shall continue to have jurisdiction over *Participants* under these *ECN Safeguarding Regulations* in respect of any matters that took place in connection with an *ECN Event*.

## ARTICLE 3 PROHIBITED CONDUCT

Any act or omission that would amount to a breach of Articles 3.1 - 3.4 of these *ECN Safeguarding Regulations* shall constitute "**Prohibited Conduct**".

3.1 No *Participant* may (i) engage, or attempt or threaten to engage, in conduct that directly or indirectly harms the physical and/or mental welfare and/or safety of one or more *Protected Persons*, and/or (ii) pose a risk of harm to the physical and/or mental welfare and/or safety of one or more *Protected Persons*. Without limitation, Appendix 2 to these *ECN Safeguarding Regulations* sets out some conduct that might constitute 'harm' for these purposes.

3.2 All *Participants* subject to an *ECN investigation* under these *ECN Safeguarding Regulations*, or who may otherwise be asked to assist with any such investigation, shall cooperate, without delay, with the *ECN's* investigation, unless there is compelling justification as to why he/she is unable or unwilling to cooperate with the *ECN's investigation*.

3.3 No *Participant* may treat any other *Participant* or other person in a negative and/or detrimental manner on the ground or belief that such *Participant* or other person has reported a concern or matter to the *ECN* and/or assisted the *ECN* in any manner in relation to any investigation or proceedings brought under these *ECN Safeguarding Regulations*.

3.4 No *Participant* may make a malicious report to the *ECN*, or otherwise act in bad faith in relation to matters covered by these *ECN Safeguarding Regulations*.

## ARTICLE 4

### REPORTING AND THE ECN'S POWERS OF INVESTIGATION

#### NOTE:

*The ECN wants to be presented with any information, from any source, where there is reason to believe that a Participant has harmed or presents a risk of harm to one or more Protected Persons (especially, although not exclusively, in relation to Young Persons and Adults at Risk).*

*Absent any specific duty on the person making a report outside of these ECN Safeguarding Regulations (for example, any duty owed by a Local or National Cricket Federation to its participants or as an employer), it is not the responsibility of those reporting concerns to the ECN to determine if a Protected Person has been harmed or are otherwise at risk of harm. All concerns should be reported directly to the ECN, in addition to any other appropriate bodies (for example the local police if criminal activity is suspected or in an emergency).*

**The ECN will support those who wish to make a report and provide any guidance that may be necessary in relation to the making of a report. In addition to any reporting processes that may from time to time be publicised for specific ECN Events, reports can be made to the ECN in confidence at any time either:**

**- via email to: [contactecn@europeancricket.com](mailto:contactecn@europeancricket.com) or**

**- by telephone/WhatsApp message on (+44) 7458 386109**

4.1 Upon receipt of information (from any source) that gives the *ECN* reasonable ground(s) to suspect that a *Participant* might have engaged in *Prohibited Conduct*, the *ECN* will be entitled to investigate the matter.

4.2 In relation to any investigation commenced under these *ECN Safeguarding Regulations*, the *ECN* may:

4.2.1 investigate the matter itself; and/or

4.2.2 appoint another person(s), including an independent safeguarding expert (or experts), to assist in relation to its investigation or investigate the matter on the *ECN's* behalf.

4.3 In relation to any investigation commenced under these *ECN Safeguarding Regulations*, the *ECN* (or its appointee) may require any *Participant* (and request other parties) to:

4.3.1 attend to answer and provide information and/or answer questions by way of interview.

4.3.2 produce documents, information or other material in whatever form held.

4.3.3 undertake a risk assessment by a suitably qualified person appointed by the *ECN* (or its appointee) in such form as the *ECN* (or its appointee), at its discretion, considers appropriate; and/or

4.3.4 cooperate in any other manner that might be necessary or desirable for the purposes of the investigation.

## ARTICLE 5 PROVISIONAL SUSPENSION

5.1 At any point in time where the *ECN* has reasonable ground(s) to suspect that a *Participant* has engaged in *Prohibited Conduct*, the *ECN* may *Provisionally Suspend* that *Participant*, for such duration, and on such terms and conditions as he/she considers appropriate, pending final determination of the matter.

5.2 The *ECN* will impose a *Provisional Suspension* only in cases where the *ECN* considers it to be reasonable and proportionate, and taking into account the aims and objectives of these *ECN Safeguarding Regulations*. Prior to issuing a *Provisional Suspension*, the *ECN* will consider the following matters:

5.2.1 whether any *Protected Person* is or may be at risk of harm;

5.2.2 the prospect of any charge(s) under these *ECN Safeguarding Regulations* being upheld;

5.2.3 the seriousness of the suspected *Prohibited Conduct*;

5.2.4 whether a *Provisional Suspension* is necessary or desirable to allow the conduct of any investigation by the *ECN*, Local and/or *National Cricket Federation*, the police or any other relevant authority to proceed unimpeded;

5.2.5 the opinion of any independent safeguarding expert (should the *ECN* choose to seek such an opinion); and

5.2.6 any other circumstances that might be relevant to the individual case.

**5.3** If the *ECN* issues a *Provisional Suspension*, the *Participant* will be promptly notified by the *ECN Management Team*. The notification should, unless impracticable for any reason (such as prejudice to an investigation or because of the risk of harm to any person):

5.3.1 set out the reasons why the *Provisional Suspension* has been imposed;

5.3.2 detail the scope of the *Provisional Suspension*, i.e., which activities the *Participant* is prohibited from undertaking (which may be all or some of those activities set out at Article 5.6); and

5.3.3 advise that the *Participant* may apply to have the *Provisional Suspension* lifted or varied in accordance with the process described in Article 8.13 *et seq.*

5.4 A *Participant* subject to a *Provisional Suspension* may apply to have it lifted or varied. Such an application shall be made in writing and submitted to the *ECN* for the consideration of the *Safeguarding Chairperson*, to be determined in accordance with Article 8.13 *et seq.*

5.5 A *Provisional Suspension* will otherwise remain in force pending final determination of the matter.

5.6 Unless the terms of a *Provisional Suspension* are varied in any way, while *Provisionally Suspended a Participant* may not play, coach, attend, officiate or otherwise participate or be involved in any capacity in any cricket match, event or activity (other than authorised education or rehabilitation programmes) that is authorised, organised, sanctioned, recognised or supported in any way by the *ECN*, a local or *National Cricket Federation*, or any member under the jurisdiction of a local or *National Cricket Federation*, or receive accreditation to provide media or other services at any official venue or cricket match.

5.7 The *ECN* may publish and/or share information relating to *Provisional Suspensions* on a 'need to know' basis with any other appropriate person of any relevant Local or *National Cricket Federation* and other relevant third parties, in such form and manner, and to such extent, as it deems necessary for the purposes of enforcement and/or compliance and having due regard for the aims and objectives of these *ECN Safeguarding Regulations* at all times.

5.8 Local and *National Cricket Federations* shall take all reasonable steps within their powers to give effect to *Provisional Suspensions* to the extent that they have the jurisdiction, power or ability to do so.

## ARTICLE 6 NOTICE OF CHARGE AND REFERRALS TO THE SAFEGUARDING CHAIRPERSON

6.1 If, at the conclusion of an investigation commenced under these *ECN Safeguarding Regulations*, the *ECN Safeguarding Chair* concludes that the *Participant* under investigation has a case to answer for *Prohibited Conduct*, the *ECN* will send a written notice of charge ("**Notice of Charge**") to that *Participant*, Head of *ECN* Management and copied to the CEO of the *Participant's* Local or *National Cricket Federation*:

6.1.1 confirming that a charge(s) is (are) being issued against the *Participant* under these *ECN Safeguarding Regulations* and that the matter is being referred to the *Safeguarding Chairperson*;

6.1.2 detailing the facts and evidence on which the charge(s) is (are) based;

6.1.3 detailing the terms and conditions of any *Provisional Suspension* (if different to or not already imposed under Article 5);

6.1.4 setting out the sanction and/or risk management measure(s) that the *ECN* considers appropriate in the event that the charge(s) is (are) admitted or upheld; and

6.1.5 requiring the *Participant's* written response to the charge(s) within 14 (fourteen) days.

6.2 A *Participant* may respond to a *Notice of Charge* in one of the following ways:

6.2.1 to admit the charge(s) and accede to the sanction and/or risk management measure(s) specified in the *Notice of Charge*;



6.2.2 to admit the charge(s), but indicate an intention to dispute and/or seek to mitigate the proposed sanction and/or risk management measure(s) specified in the *Notice of Charge* by way of a tribunal in accordance with Article 8; or

6.2.3 to deny the charge(s) and to have the charge(s) and (if the charge(s) is (are) upheld) any appropriate sanction and/or risk management measure(s) determined at a tribunal in accordance with Article 8.

6.3 In the event that a *Notice of Charge* is sent to a *Participant* who was under the age of 18 years when the relevant *Prohibited Conduct* is alleged to have occurred, the *ECN General Counsel* may send a copy of the *Notice of Charge* to the *Participant's* parent/legal guardian/carer in addition to the *Participant's* Local or National Cricket Federation.

6.4 Following receipt of a response to a *Notice of Charge* in accordance with Article 6.2.2, the *ECN* may, if they deems appropriate, enquire with the *Participant* as to whether the *Participant* wishes to have the matter referred to the *ECN Safeguarding Chairperson* (acting alone) to determine an appropriate sanction and/or risk management measure(s) (if any) without the need for a hearing. The *Participant* will be required to respond to the *ECN* within 7 (seven) days of the enquiry being sent. In the event that no response to the enquiry is received by the *ECN Safeguarding Lead* within the timeframe, or by any extended timeline granted by the *ECN Safeguarding Lead*, the matter will proceed to be determined in accordance with Article 8. For the avoidance of doubt, in cases where the *ECN Safeguarding Lead* does not consider a matter appropriate for disposal as envisaged by this Article 6.4, the matter will proceed in accordance with Articles 6.6 and 8.

6.5 Where the *ECN Safeguarding Lead* and a *Participant* reach agreement in accordance with Article 6.4, the *Safeguarding Chairperson* shall give each party an opportunity to make written submissions on the appropriate sanction and/or risk management measure(s), and for each party to comment on the other's submissions, prior to issuing a written, reasoned decision. In such cases, the *ECN* and *Participant* will retain the right of appeal under Article 10, save that the appeal shall be limited to a review of the sanction and/or risk management measure(s) imposed by the *Safeguarding Chairperson*.

6.6 Following receipt of a response to a *Notice of Charge* under Article 6.2.2 or 6.2.3, where the *Participant* indicates that he/she wants the matter to be determined at a tribunal in accordance with Article 8 (and there is no agreement between the *Participant* and *ECN Safeguarding Lead* as contemplated by Article 6.4), the *ECN Safeguarding Lead* will request that the *Safeguarding Chairperson* convene a *Safeguarding Panel* to determine the matters set out in the *Notice of Charge*.

6.7 In the event that no response to the *Notice of Charge* is received from the *Participant* within 14 (fourteen) days, or by any extended timeline that the *ECN's Safeguarding Lead* deems appropriate, the *Participant* will be deemed to have:

6.7.1 admitted the charge(s) as specified in the *Notice of Charge*;

6.7.2 waived his/her entitlement to a hearing; and

6.7.3 acceded to the sanction and/or risk management measure(s) specified in the *Notice of Charge*.

## ARTICLE 7

### ECN SAFEGUARDING GROUP

7.1 The *ECN* will establish a group of individuals who individually shall be eligible to sit on any *Safeguarding Panel*. The group shall consist of an independent Chairperson appointed by the *ECN* ("**Safeguarding Chairperson**") and no fewer than 4 persons, (or other independent safeguarding experts), who will be appointed by the *Safeguarding Chairperson*, and whose individual and collective experience may be drawn from legal, policing, social work, offender management and/or sport administration backgrounds (collectively, the "**Safeguarding Group**"). The *Safeguarding Chairperson* will appoint one member of the *Safeguarding Group* as his/her deputy Chairperson ("**Deputy Safeguarding Chairperson**").

7.2 The primary purpose of the *Safeguarding Group* and, as convened, the *Safeguarding Panel*, will be to consider referrals made by the *ECN Safeguarding Lead* under Article 6 in accordance with Article 8, but it may also fulfil such other relevant responsibilities as the *ECN* may specify from time to time.

7.3 The *ECN* will provide administrative and secretarial support to the *Safeguarding Group* and any *Safeguarding Panel* convened from time to time, or otherwise arrange for the provision of such support.

## ARTICLE 8 CONDUCT OF PROCEEDINGS

### Appointment of Safeguarding Panels

8.1 Any matter referred to the *Safeguarding Chairperson*, unless determined in accordance with Article 6.5, shall be determined by a panel consisting of three members of the *Safeguarding Group*, one acting as Chair (whom shall be a legally qualified member of the *Safeguarding Group*), each of whom shall be appointed by the *Safeguarding Chairperson* ("**Safeguarding Panel**"). For the avoidance of doubt, the *Safeguarding Chairperson* may appoint himself/herself to any *Safeguarding Panel*, but may not appoint himself/herself and the *Deputy Safeguarding Chairperson* to the same *Safeguarding Panel*.

8.2 The functions of *Safeguarding Panels* are:

8.2.1 to determine any referral made by the *ECN Safeguarding Lead* under Article 6

8.2.2 to determine any other matter that the *ECN Safeguarding Lead* or the *Safeguarding Chairperson* may reasonably refer to a *Safeguarding Panel*.

8.3 The *Safeguarding Chairperson* shall notify both the *ECN Safeguarding Lead* and the *Participant* of the identity of the *Safeguarding Panel* that will hear and determine the matter.

8.4 If any member of a *Safeguarding Panel* is for any reason unable, unwilling or unfit to continue to serve on a *Safeguarding Panel*, the *Safeguarding Chairperson* shall revoke that member's appointment and appoint an alternative member from the *Safeguarding Group*. If the *Safeguarding Chairperson* is for any reason unable, unwilling or unfit to continue to serve, the *Deputy Safeguarding Chairperson* will take over the role of *Safeguarding Chairperson*.

8.5 Where a ruling is required in relation to any urgent matter before a *Safeguarding Panel* has been convened, the *Safeguarding Chairperson* shall determine that matter alone or he/she may refer that matter to a *Safeguarding Panel* (once convened).



8.6 Where necessary or desirable for the effective conduct of matters arising under these *ECN Safeguarding Regulations*, the *Safeguarding Chairperson* may delegate all or some of his/her function(s) to the *Deputy Safeguarding Chairperson*.

## **Conduct of proceedings**

8.7 Subject to the discretion of the person appointed as Chair of a *Safeguarding Panel* to order otherwise for good cause shown by either party (for example, having due regard to the seriousness of the alleged offence, where the alleged offence took place, the costs of any written tribunal or attendance at a hearing), or unless otherwise agreed between the parties, hearings before the *Safeguarding Panel* shall take place at the ECN's headquarters in Switzerland .

8.8 The ECN will conduct all proceedings in a similar manner to offences under the Anti-Corruption Code, ie, via written tribunal. Should a hearing take place the parties shall be entitled, at their own expense and arrangement, to be represented by legal counsel or any other representative(s) in all proceedings under these *ECN Safeguarding Regulations*.

8.9 As soon as practicable after the formation of the *Safeguarding Panel*, the Chair shall issue directions to the parties in relation to the procedure and timetable to be followed in the proceedings. Where the Chair deems appropriate, he/she shall hold a direction hearing prior to issuing such directions. In particular, the directions shall:

8.9.1 fix the date, time of written tribunal or of a hearing.

8.9.2 establish a schedule for the exchange of written submissions and evidence in advance of the tribunal or hearing, including confirmation by the *ECN Safeguarding Lead* of the details of his/her *prima facie* case, confirmation by the *Participant* of the details of his/her defence and/or mitigation, and provision for the *ECN Safeguarding Lead* to reply to the *Participant's* defence and/or mitigation; and

8.9.3 make such order as he/she deems appropriate in relation to the manner and form in which any witness or expert evidence should be produced, provided that:

8.9.3.1 a party intending to rely upon the evidence of a witness or expert shall serve a statement or report setting out the proposed evidence of such witness or expert at a date in advance of the tribunal or hearing that is specified by the Chair; and

8.9.3.2 the *Safeguarding Panel* shall have the power to allow, refuse or limit the evidence or appearance at the tribunal or hearing of any witness or expert; and

8.9.4 make such order as he/she shall deem appropriate in relation to the disclosure of relevant documents and/or other materials in the possession or control of either party.

8.10 Where the *Safeguarding Panel* determines, of its own motion or at the request of the parties, to hold a directions hearing, the hearing may be held in person or by telephone or video link. The non-attendance of any party or his/its representative(s) at the directions hearing, after proper notice of the hearing has been provided, shall not prevent the Chair from proceeding with the meeting in such party's absence, whether or not any written submissions are made by or on behalf of that party.

8.11 The *Safeguarding Panel* shall have all powers necessary for, and incidental to, the discharge of its responsibilities under these *ECN Safeguarding Regulations*, including (without limitation) the power, whether on the application of a party or of its own motion:

8.11.1 to appoint an expert to assist or advise the *Safeguarding Panel* on a specific issue or issues, such expert to be and remain impartial and independent of the parties, and the costs of such expert to be borne by the parties or in such manner as directed by the *Safeguarding Panel*.

8.11.2 to expedite or to adjourn, postpone or suspend its proceedings, upon such terms as it shall determine, where fairness so requires;

8.11.3 to extend or abbreviate any time limit;

8.11.4 to conduct such enquiries as appear necessary or expedient in order to ascertain the facts;

8.11.5 to order any party to make any property, document or other material in its possession or under its control available for inspection by the *Safeguarding Panel* and/or any other party;

8.11.6 to allow one or more third parties to intervene or be joined in the proceedings, to make all appropriate procedural directions in relation to such joinder or intervention, and thereafter to make a single final decision or separate decisions in respect of all parties;

8.11.7 to award interim relief or other conservatory measures on a provisional basis subject to final determination; and

8.11.8 to rule on its own jurisdiction.

8.12 The Chair of the *Safeguarding Panel* may make procedural rulings on his/her own.

## **Conduct of applications relating to Provisional Suspension**

8.13 All applications in relation to *Provisional Suspensions* shall be heard by the *Safeguarding Chairperson* or *Deputy Safeguarding Chairperson* acting alone (with all further references to the *Safeguarding Chairperson* in Articles 8.14 to 8.19 to be construed accordingly). For the avoidance of doubt, *Provisional Suspension* applications should not be dealt with by any member of the *Safeguarding Panel* who will determine the relevant matter.

8.14 The *Safeguarding Chairperson* may only lift or vary a *Provisional Suspension* imposed by the *ECN* under Article 5 if he/she finds that the terms of the *Provisional Suspension* are unreasonable and/or disproportionate.

8.15 Any evidence and submissions of the parties regarding the *Provisional Suspension* will be made in writing unless the *Safeguarding Chairperson* so orders, in person or orally by telephone or video link (but there shall otherwise be no right to make oral representations in any manner). The *Safeguarding Chairperson* shall give each party an opportunity to comment on the other's submissions prior to making a decision in relation to the lifting, varying or upholding of the *Provisional Suspension*.

8.16 In the event that the *Safeguarding Chairperson* finds that the *Provisional Suspension* imposed by the *ECN* is unreasonable and/or disproportionate, he/she may lift or vary the *Provisional Suspension* on such terms as he/she considers are reasonable and proportionate.

8.17 In the event that the *Safeguarding Chairperson* upholds the *Provisional Suspension*, he/she may specify under which circumstances and/or after which date a further application may be made by the *Participant*.

8.18 In considering any *Provisional Suspension* issued under these *ECN Safeguarding Regulations*, the *Safeguarding Chairperson* may not in the ordinary course of events consider any evidence provided by

either party which the other party has not seen and had a reasonable opportunity to respond to. Exceptionally, the *ECN Safeguarding Lead* may however make an application for permission to submit evidence that has not been sent to the *Participant* where the *ECN Safeguarding Lead* considers that such evidence should not be sent to the *Participant* because revealing it (or the identity of, or anything which might reveal the identity of any individual named within such evidence) to the *Participant* may create a risk of harm to any person or persons and/or be unlawful.

8.19 The *Safeguarding Chairperson* may, at his/her discretion, allow or reject an application under Article 8.18 in whole or in part. In the event that the *Safeguarding Chairperson* allows the evidence to be submitted, he/she shall consider whether a redacted version of the evidence and/or a summary of the evidence can be provided to the *Participant*.

## Hearings

8.20 Save for good cause shown by any party, if a hearing takes place instead of a written tribunal, all hearings shall be conducted on a private and confidential basis, attended only by the parties to the proceedings and their representatives, as well as, for good cause shown and with the approval of the *Safeguarding Panel*, the representatives of any third party with a legitimate interest in the proceedings.

8.21 The hearing shall be conducted in English. The *Participant* shall be entitled to use an interpreter. Any party wishing to rely upon documents written in a language other than English shall produce certified English translations of such documents and shall bear the cost of any translation.

8.22 The procedure to be followed at the hearing shall be at the discretion of the Chair of the *Safeguarding Panel*, provided always that the hearing is conducted in a fair manner, with a reasonable opportunity provided for each party to present evidence (including the right to call and to question witnesses), address the *Safeguarding Panel* and present its/his/her case as to both liability and any sanctions and/or risk management measures.

8.23 At the beginning of the hearing the Chair shall explain the order of the proceedings that the *Safeguarding Panel* proposes to adopt.

8.24 The *Safeguarding Panel* shall have discretion as to whether to receive evidence from witnesses in person, by telephone, by video link or in writing, and shall have the right to question a witness and control the questioning of witnesses by a party.

8.25 Unless the *Safeguarding Panel* orders that parties may make submissions in writing only, all parties should attend hearings in person, along with any representative(s). The non-attendance of any party or his representative at the hearing, after notice of the hearing has been provided in accordance with these *ECN Safeguarding Regulations*, shall not prevent the *Safeguarding Panel* from proceeding with the hearing in his absence, whether or not written submissions have been made by or on behalf of that party.

## Proof and evidence

8.26 The burden of proof shall be on the *ECN Safeguarding Lead* in all cases brought under these *ECN Safeguarding Regulations* and the standard of proof shall be whether the *Safeguarding Panel* is satisfied on the balance of probabilities that the alleged *Prohibited Conduct* has been committed.

8.27 The following rules of proof shall be applicable:

8.27.1 The *Safeguarding Panel* shall not be bound by rules governing the admissibility of evidence in judicial or other proceedings. Instead, facts may be established by any reliable means, including admissions and circumstantial evidence.

8.27.2 The *Safeguarding Panel* shall have discretion to accept any facts established by a decision of a court or professional disciplinary tribunal of competent jurisdiction that is not the subject of a pending appeal as irrefutable evidence of those facts as against the *Participant* to whom the decision pertained, unless the *Participant* establishes that the decision violated principles of natural justice.

8.28 The *Safeguarding Panel* shall determine the manner in which the evidence of any *Young Person* or *Adult at Risk* is given (if any), bearing in mind (i) the objective of achieving a fair hearing, (ii) any possible detriment to the welfare of a *Young Person* or *Adult at Risk* from giving evidence, and (iii) the possible advantages that the evidence will bring to determine the truth of the matters at hand.

8.29 The *Safeguarding Panel* shall take appropriate steps to improve the quality of the evidence of a *Young Person* or *Adult at Risk* and minimise the risk of distress in the provision of such evidence. A *Young Person* or *Adult at Risk* should only ever be questioned directly by any party in person if he/she is very clearly capable of doing so and very clearly capable of making that decision for himself/herself.

## **Decisions following a hearing or tribunal process**

8.30 Once the parties have submitted in writing or completed their respective submissions in person, the *Safeguarding Panel* shall retire/begin to determine in private whether it is satisfied on the evidence, to the required standard, of the issues which are before it for determination. The *Safeguarding Panel* shall make its decision unanimously or by majority. No member of the *Safeguarding Panel* may abstain.

8.31 The *Safeguarding Panel* shall announce its decision in writing, with reasons, as soon as possible after the conclusion of the hearing. That written decision will set out and explain:

8.31.1 the *Safeguarding Panel's* findings as to whether any *Prohibited Conduct* has been committed; and

8.31.2 the *Safeguarding Panel's* findings as to what sanction(s) and/or risk management measure(s) are to be imposed (if any).

8.32 The *Safeguarding Panel* has the power to make a costs order against any party to the hearing in respect of the costs of convening the *Safeguarding Panel* and/or the staging of a tribunal or hearing in respect of the costs (legal, expert, travel, accommodation, translation or otherwise) incurred by the parties in relation to the proceedings where it deems it appropriate (for example, but without limitation, where it considers that such party has acted spuriously, frivolously or otherwise in bad faith). If it does not exercise that power, the *ECN* shall pay the costs of convening the *Safeguarding Panel* and of staging the tribunal or hearing, and each party shall bear its own costs (legal, expert, travel, accommodation, translation or otherwise).

## **ARTICLE 9 SANCTIONS AND RISK MANAGEMENT MEASURES**

9.1 The *ECN Safeguarding Panel* may impose such sanction and/or risk management measure(s) as they deem appropriate. However, a *Safeguarding Panel* should consider the following range of sanctions and risk management measures where a *Safeguarding Panel* concludes that a *Participant* has engaged in *Prohibited Conduct*:

9.1.1 a warning as to future conduct.

9.1.2 a reprimand.

9.1.3 an order requiring a *Participant* to undertake specific training/education.

9.1.4 an order requiring a *Participant* to be monitored in specific matters;

9.1.5 compensation payments to any person affected by the *Prohibited Conduct* of such amount as the *Safeguarding Panel* deems appropriate.

9.1.6 a fine in such amount as the *Safeguarding Panel* deems appropriate;

9.1.7 a period of *Ineligibility* of such duration and on such terms and conditions as the *ECN Safeguarding Panel* considers appropriate (up to and including indefinite *Ineligibility* from all *ECN* work activities and/or cricketing activities).

9.2 In determining the appropriate sanction and/or risk management measure(s), the *Safeguarding Panel* shall take into account the seriousness of the offence, the context of the particular situation, whether the conduct in question was deliberate, reckless, and/or negligent, and any continuing risk the *Participant* may pose. The *Safeguarding Panel* may also take into account any mitigating or aggravating factors it considers relevant and appropriate.

9.3 The *ECN* may publish and/or share details of sanctions and risk management measures on a 'need to know' basis, in such form and manner, and to such extent, as it deems necessary for the purposes of enforcement and/or compliance and having due regard for the aims and objectives of these *ECN Safeguarding Regulations* at all times.

9.4 No *Participant* who is declared *Ineligible* may, during the period of *Ineligibility*, work in any *ECN* capacity, play, coach, attend, officiate or otherwise participate or be involved in any capacity in any cricket match, event or activity (other than authorised education or rehabilitation programmes) that is authorised, organised, sanctioned, recognised or supported in any way by the *ECN*, a *Local* or *National Cricket Federation*, or any member under the jurisdiction of a *National Cricket Federation*, or receive accreditation to provide media or other services at any official venue or cricket match.

9.5 Sanctions and risk management measures imposed under these *ECN Safeguarding Regulations* shall be recognised, enforced, extended and given effect to within their respective jurisdictions by the *ECN* and *Local/National Cricket Federations* automatically upon receipt of notice of the same, without the need for further formality.

9.6 Equally, the *ECN* may (in its discretion) recognise and give effect to sanctions and risk management measures (or equivalent sanctions or measures) of *Local* or *National Cricket Federations*, or (as the case may be) other sports governing bodies or other relevant authorities in respect of safeguarding matters.

## ARTICLE 10 APPEALS

10.1 Decisions made under these *ECN Safeguarding Regulations* may be challenged solely by way of appeal as set out in this Article 10. Decisions shall remain in effect while under appeal unless any properly convened *Safeguarding Appeal Panel* orders otherwise.

10.2 The only parties who may appeal a decision shall be: (a) the *Participant*; and (b) the *ECN Safeguarding Lead*.

10.3 Any notice to appeal under this Article must be lodged with the *ECN's Safeguarding Lead* within seven (7) days of receipt of the relevant decision, who shall as soon as possible refer the notice to the *Safeguarding Chairperson*. In all cases, a copy of such notice will also be provided to the *ECN Management* and/or *local/National Cricket Federation* to which the *Participant* is affiliated. Thereafter, the following will apply:



10.3.1 Within seven (7) days of receipt of a notice to appeal, the *Safeguarding Chairperson* will appoint three members of the *Safeguarding Group* to sit as a *Safeguarding Appeal Panel* ("**Safeguarding Appeal Panel**").

10.3.2 The provisions of Article 8, applicable to proceedings before a *Safeguarding Panel*, shall apply *mutatis mutandis* (i.e., with changes deemed to have been made as required to reflect the different context) to appeal hearings before the *Safeguarding Appeal Panel*.

10.3.3 Where required in order to do justice (for example to cure procedural errors at the first instance hearing), the Chair of the *Safeguarding Appeal Panel* may rule that the appeal shall take the form of a review of the tribunal or a re-hearing *de novo* of the issues raised by the case. In all other cases, the appeal shall not take the form of a *de novo* hearing but instead shall be limited to a consideration of whether the decision-maker(s):

10.3.3.1 conducted the proceedings in a way that was substantially unfair and prejudicial to the appealing party;

10.3.3.2 misinterpreted, failed to apply or wrongly applied these *ECN Safeguarding Regulations* or the applicable law; and/or

10.3.3.3 came to a decision no reasonable decision-maker could have come to (whether in respect to liability, sanction and/or risk management measure(s), or any other relevant matter).

10.3.4 For the avoidance of doubt, a *Safeguarding Appeal Panel* may uphold the original decision or issue a new decision that replaces the original decision (which, in the context of sanction and/or risk management measure(s), may mean an 'increase' or 'decrease' to any sanction and/or risk management measure(s) previously imposed).

10.3.5 Appeal hearings pursuant to this Article 10 should be completed expeditiously. Save where all parties agree or fairness requires otherwise, the appeal hearing shall be commenced no later than thirty (30) days after the appointment of the *Safeguarding Appeal Panel*. It shall be open to the *Safeguarding Appeal Panel*, in its discretion, to determine that the matter (or any part thereof) be dealt with by way of written submissions only.

10.3.6 Any decision made by the *Safeguarding Appeal Panel* under this Article 10, shall be the full, final and complete disposition of the matter and will be binding on all parties. All parties waive irrevocably any right to any other form of appeal, review or recourse by or in any court or judicial authority, insofar as such waiver may validly be made. For the avoidance of doubt, such a waiver extends to any rights that would otherwise arise under sections 45 or 69 of the Arbitration Act 1996.

## ARTICLE 11

11.1 These *ECN Safeguarding Regulations* are to be interpreted and applied by reference to their core aim of ensuring the welfare of staff and *Protected Persons*. Such interpretation and application shall take precedence over any strict legal or technical interpretations that may otherwise be proposed. Any documents that may be published by the *ECN* from time to time to further the aims of these *ECN Safeguarding Regulations* (for example policy and guidance documents) may be referred to as interpretative aids.

11.2 In the event that any incident or other matter occurs that is not provided for in these *ECN Safeguarding Regulations* (whether it relates to conduct, jurisdiction, investigation, procedure, sanction and/or risk management measure(s) or otherwise), or if any part of these *ECN Safeguarding Regulations* is deemed deleted as contemplated by Article 11.8 then the *ECN*, *Safeguarding Chairperson*, *Deputy Safeguarding Chairperson*, *Safeguarding Panel*, *Safeguarding Appeal Panel* or any other relevant



decision-maker may take such action as considered appropriate in the circumstances, taking into account the specific circumstances of the individual case and the principles of natural justice and fairness.

11.3 Minor practical or technical points will not serve to invalidate the procedure or any decisions or findings made under these *ECN Safeguarding Regulations*, so long as the principles of natural justice and fairness are not infringed.

11.4 The *ECN* may share information obtained pursuant to these *ECN Safeguarding Regulations* with Local or *National Cricket Federations*, ICC, the police and/or other relevant authorities.

11.5 These *ECN Safeguarding Regulations* are intended to operate on a stand-alone basis. However, in the event that any matter or conduct falling under these *ECN Safeguarding Regulations* may also fall to be determined under any other relevant *ECN* rules, regulations or procedures (as may from time to time be in force), or is subject to investigation by the police or another sport's governing body (including any Local or *National Cricket Federation* or sport's governing body outside cricket) or other relevant body, or is subject to any other legal/regulatory/disciplinary process, then the *ECN*, *Safeguarding Chairperson*, *Safeguarding Panel* or other relevant decision-maker may at any point temporarily suspend any procedure ongoing under these *ECN Safeguarding Regulations*. For the avoidance of doubt, in the event that any matter or conduct falling under these *ECN Safeguarding Regulations* also falls under any other relevant *ECN* rules, regulations or procedures, the *ECN* may bring proceedings under those other rules or regulations (regardless of whether proceedings are also brought under these *ECN Safeguarding Regulations*).

11.6 Save to the extent that disclosure and/or publication is provided for in these *ECN Safeguarding Regulations*, or is otherwise in accordance with the law, all matters considered under these *ECN Safeguarding Regulations*, will, so far as practicable, be regarded as confidential and used only for the purposes of these *ECN Safeguarding Regulations*.

11.7 These *ECN Safeguarding Regulations* are governed by English law. The English courts shall have exclusive jurisdiction to issue relief in aid of the arbitration agreement contained within these *ECN Safeguarding Regulations* and/or to hear and determine challenges to any final decision issued under these *ECN Safeguarding Regulations*.

11.8 If any part of these *ECN Safeguarding Regulations* is ruled to be invalid, unenforceable or illegal for any reason, that part will be deemed deleted, and the rest of these *ECN Safeguarding Regulations* will remain in full force and effect.

11.9 Neither the *ECN*, nor any person employed by or appointed to assist the *ECN*, will be liable to any party for any act or omission unless it is actuated by malice or bad faith.

11.10 These *ECN Safeguarding Regulations* shall come into effect on 1<sup>ST</sup> September 2023. The *ECN* may amend these *ECN Safeguarding Regulations* from time to time. Such amendments will come into effect on the date specified by the *ECN*. The substantive provisions of these *ECN Safeguarding Regulations* shall not apply retrospectively to matters arising before the *Effective Date* (but, for the avoidance of doubt, a *Participant* may be considered to pose a risk of harm as a consequence of conduct that took place prior to the *Effective Date*).

## APPENDIX 1 - DEFINITIONS

*Adult at Risk.* Any person aged 18 or older who is engaged in activities in connection with an *ECN Event* (whether as a *Participant* or otherwise) and who is, or may be, vulnerable to or unable to protect himself or herself against harm or the risk of it (whether generally or a result of circumstances in which they find themselves at the relevant time)

*Deputy Safeguarding Chairperson.* As defined in Article 7.1. *Effective Date.* As defined in Article 11.10. *ECN.* The European Cricket Network or its designee.

*ECN Events.* Means any of the following, and each match played as part of the following (men's and women's, as applicable): (a) any ECS event; (b) any ECI event (c) any ECL event (d) any ECC event (e) any cricket event where ECN staff support local or National Federations, ie T20 events, (f) any successor to or replacement for any of the foregoing events, as specified by the ECN and (g) any other match or event organised or sanctioned by the *ECN/ICC* or *National Federation* from time to time to which the *ECN* deems it appropriate that these *ECN Safeguarding Regulations* should apply.

*ECN Safeguarding Lead.* The person appointed by the *ECN* from time to time to act as the *ECN's* Safeguarding Lead (or his/her designee).

*ECN Official.* Any individual bound by the ECN Code of Ethics.

*ECN Safeguarding Regulations.* These ECN Safeguarding Regulations promulgated by the *ECN* on the *Effective Date*.

*Ineligibility.* The Participant being barred from participating in cricketing activities, as set out more specifically in Article 9.4.

*Match Referee.* Any independent person who is appointed by the *ECN* or any other relevant party as the official match referee for a match during an *ECN Event*, whether such Match Referee carries out his/her functions remotely or otherwise.

*National/Local Cricket Federation.* A national or regional entity that is a member of or is recognised by the *ECN* as the entity governing the sport of cricket in a country (or collective group of countries associated for cricket purposes).

*Notice of Charge.* As defined in Article 6.1.

*Participant.* As defined in Article 2.1.

*Pitch Curator.* Any individual who acts as a pitch curator or groundsman at any stadium or venue affiliated (whether through a club, franchise, county, province or otherwise) to any *National Cricket Federation*.

*Prohibited Conduct.* As defined in Article 3.

*Protected Person(s).* Any person(s) engaged in activities in connection with an *ECN Event* (whether as a Participant or otherwise), including (but not limited to) *Young Persons* and *Adults at Risk*.

*Provisional Suspension.* The Participant being temporarily barred from participating in cricketing activities, as set out more specifically in Article 5.6.

*Safeguarding Appeal Panel* As defined in Article 10.3.1.

*Safeguarding Chairperson.* As defined in Article 7.1. The Safeguarding Chairperson shall be a legally qualified person of sufficient qualification and experience.

*Safeguarding Group.* As defined in Article 7.1.

*Safeguarding Panel.* As defined in Article 8.1.

*Umpire.* Any umpire (including any on-field umpire, television umpire, third or fourth umpire) who is appointed by the *ECN* or any other relevant party to officiate in an *ECN Event*.

*Support Personnel.* Any technical official (for example, and without limitation, any official with responsibility for operating the communication equipment for *Umpires* and *Match Referees* during an *ECN Event*) or umpire coach who is appointed by the *ECN* or any other relevant party to support the *Umpires* and/or *Match Referees* in their appointments to any match during an *ECN Event*.

*Young Person.* Any person under the age of 18 years engaged in activities in connection with an *ECN Event* (whether as a *Participant* or otherwise).

## APPENDIX 2 – NON-EXCLUSIVE GUIDANCE AS TO CONDUCT THAT MIGHT CONSTITUTE 'HARM' FOR THE PURPOSES OF THE SAFEGUARDING REGULATIONS

'Harm' is not a narrow concept and whether or not harm has occurred, or the risk of harm exists, will inevitably be a fact-specific analysis. However, in general terms, 'harm' means ill-treatment or the impairment of health, welfare or development. Harm can be caused directly and indirectly, including by text, e-mail and various social media and other communication platforms.

Abusive behaviour is always harmful. There are various forms of abusive behaviour, including (but not limited to) the following:

### Physical abuse

Physical abuse may involve hitting, shaking, throwing, poisoning, burning or scalding, biting, drowning, suffocating or otherwise causing physical harm.

### Emotional abuse

Emotional abuse is persistent emotional ill-treatment such as to cause severe and persistent adverse effects on another's emotional development or state. It may involve, by way of example:

- conveying to someone that he/she is worthless, inadequate, or valued only insofar as they meet the needs of another person.
- not giving a person opportunity to express his/her views, deliberately silencing him/her or 'making fun' of what he/she says or how they communicate.
- undue or repeated criticism, name-calling, sarcasm, harassment, or discrimination.
- inappropriate expectations being imposed upon a person.
- preventing a person's normal social interaction.
- a person seeing or hearing the ill-treatment of another.
- bullying someone, causing him/her frequently to feel frightened, embarrassed or in danger; and
- exploitation or corruption of a person.

### Sexual abuse.

Sexual abuse may involve, by way of example, sexual harassment, forcing or inappropriately enticing someone to take part in sexual activities against their will, whether or not the other person is aware of what is happening.

Sexual abuse may involve physical contact, and it may also involve non-contact activities such as, without limitation, grooming, exposing oneself, involving another person in looking at, or in the production of, sexual images, or encouraging someone to behave in a sexually inappropriate way.