



WPBSA Conduct Regulations

Part 1 Members Rules

SECTION 1 – GENERAL

OBLIGATIONS OF MEMBERS

1. General Obligations

- 1.1. Members shall, at all times (i.e. whether at a Tournament or not), behave in a proper and correct manner consistent with their status as a sportsperson.
- 1.2. Members shall treat all Snooker Parties, the public and any other people associated with WPBSA governed events with respect and not communicate or behave in an abusive, insulting, disrespectful, derogatory, racist, sexist, homophobic, intimidating, threatening or violent manner.
- 1.3. A Member shall not make or cause to be made any statement or commit or cause to be committed any act which in the reasonable view of the WPBSA is likely to bring into disrepute the games of snooker and/or billiards.
- 1.4. Each Member shall participate in all snooker and billiards Matches, Tournaments and Tours in a fair and sporting manner and shall co-operate with the WPBSA and its partners to promote and develop the sports of snooker and billiards.
- 1.5. Members must comply with the entry terms and conditions of each Tournament in which they have entered.
- 1.6. Members will comply with and act in accordance with all reasonable instructions of the Tournament Director or any other Tournament Official.
- 1.7. Members shall not breach WPBSA policies as amended from time to time
- 1.8. Each Member shall perform and compete to the best of his/her ability in each Tournament in which he/she competes. Where a Member concedes a frame or match before snookers are required or does any intentional act such as committing

a deliberate foul or touching a ball on the table to take the match score to snookers required will be deemed to be a breach of this section.

- 1.9. Members shall comply with the WPBSA social media guidelines. The sending or posting of any insulting, threatening or abusive messages on social media whether publicly or privately by any Member shall amount to misconduct This includes posts and messages on public and private forums.
- 1.10. Members shall not do anything that may damage the reputation and goodwill of the Snooker Parties, including the venue and any other Partners to any event
- 1.11. Members shall not be under the influence of alcohol whilst competing in a WPBSA sanctioned event and at all times comply with the WPBSA Anti-Doping rules.
- 1.12. Members will only use Managers and Agents registered with the WPBSA. This section only applies to WST events¹.
- 1.13. Members are responsible for their guests at Events. The Member may be held accountable for the Guest's behaviour regardless of whether the Member is with the Guest at the time of any inappropriate behaviour by the Guest.
- 1.14. A Member must report to the WPBSA Company Secretary or Head of Integrity:
 - 1.14.1. at the earliest practicable opportunity and in any event within 7 days, if to their knowledge any regulatory body, including but not limited to the Police, Crown Prosecution Service, HMRC or Trading Standards (or any body with similar powers in any other jurisdiction), investigates them; invites them to attend an interview under caution; arrests them; cautions them; charges them or prosecutes them in respect of any criminal offence in any country.
 - 1.14.2. details of any conviction for a criminal offence within 7 days of their conviction.
 - 1.14.3. any breach of the WPBSA Conduct Regulations or conduct likely to injure or discredit the Association at the earliest practicable opportunity.

¹ This section will come into force when the WPBSA Registered Agents Regulations are implemented

- 1.14.4. any voluntary arrangement made with creditors or bankruptcy petition or order within 14 days of such arrangement or bankruptcy petition or order being made.
- 1.15. A Member shall continue to be bound by and required to comply with the Rules unless and until the Member retires/withdraws (as applicable) from participation in snooker or billiards or resigns from membership of the WPBSA, and the WPBSA shall continue to have jurisdiction over him after such retirement/withdrawal to the extent necessary to deal with matters taking place prior to such retirement/withdrawal or resignation from membership of the WPBSA. This does not apply to any competitor in a WSL or WBL sanctioned event who is not a member of the WPBSA but has signed up to be bound by WPBSA rules to enter and play in any such events.
- 1.16. The Board may from time to time supplement, amend or vary these Rules. Such changes shall be deemed to be effective and binding on each Member as from the date of publication of the changes.

2. WPBSA Policies

Members shall at all times comply with the provisions of WPBSA Policies This includes but is not limited to the Anti-Doping Policy at Appendix 1, Child Protection Policy at Appendix 2 and the Eligibility Policy and Rules for Open and Women's Tournaments at Appendix 3.

3. Reporting Breaches

- 3.1. In the event that a Member is approached or solicited in any way (whether directly or indirectly) to influence the outcome or conduct of any game of snooker or billiards whether or not in return for payment or any other form of remuneration or benefit (an "Approach"), that Member (the "Reporting Member") shall report such an Approach to the WPBSA (via the Company Secretary or a Tournament Official) as soon as reasonably practicable and in any event not later than 24 hours after any such Approach being made. Further, the Reporting Member shall provide the WPBSA (via the Company Secretary or a Tournament Official) with all information in

his or her knowledge relating to the Approach and shall co-operate in any subsequent investigation and/or other action(s) arising out of such a report.

- 3.2. Any Member becoming aware of an Approach (as defined in clause 4.1 above) being made to another individual shall report such Approach to the WPBSA (via either the Company Secretary, a Tournament Official or the Anti-Corruption Hotline) as soon as reasonably practicable and in any event within 24 hours of becoming aware of such Approach.
- 3.3. Any Member who is aware of any other breach of the Rules with the exception of those breaches specifically provided for in clause 4.1 shall notify the WPBSA (via the Company Secretary or a Tournament Official) of such breach or breaches, as soon as reasonably practicable of becoming aware of that breach or breaches.
- 3.4. Each Member shall co-operate with the WPBSA in any investigation carried out by the WPBSA under the provisions of these Rules including (but not limited to):
 - 3.4.1. providing a written statement setting out in detail all of the facts and circumstances with respect to any alleged breach
 - 3.4.2. attending to answer questions and provide such information at a time and place determined by the WPBSA
 - 3.4.3. providing to the WPBSA upon its request any documents, information or any other material of any nature whatsoever held by the Member and
 - 3.4.4. procuring and providing to the WPBSA upon its request any documents, information or any other material of any nature whatsoever not held by the Member which the Member has the power to obtain and
 - 3.4.5. providing the WPBSA with access to all records relating to the alleged breach. This includes, but is not limited to; betting accounts, bank records, telephone records, internet service records, social media accounts, email and other records stored on phones, tablets, electronic devices, computer hard drives or otherwise. To facilitate this, the Member will surrender any such devices for examination by the WPBSA or its representative.

- 3.5. Any attempt by a Member or any agreement with any other person (whether or not a Member) to act in breach of any provision contained in these Rules shall be treated for the purposes of these Rules as if a breach of the relevant provisions had been committed by the Member themselves.

4. Cooperation with Third Parties

- 4.1. The conduct prohibited under these Rules may also be a criminal offence and/or a breach of other applicable laws or regulations. These Rules are intended to supplement such laws and regulations with further rules of professional conduct for those involved in snooker and/or billiards. These Rules 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. Members must comply with all applicable laws and regulations at all times.
- 4.2. Where possible breaches of these Rules may also amount to or evidence infringements of other applicable laws or regulations, the WPBSA may conduct investigations in respect of such breaches in conjunction with, and/or may share information relating thereto with, the relevant authorities, such as but not limited to the police, HM Revenue & Customs, the Serious Fraud Office, the National Crime Agency and/or the Gambling Commission or other Gambling Regulator around the world, whether pursuant to formal information-sharing agreements with such authorities or otherwise.
- 4.3. As part of any investigation into possible breaches of these Rules, the WPBSA may seek relevant information from other relevant authorities and/or third parties, including but not limited to bookmakers and other betting operators, whether pursuant to formal information-sharing agreements with such authorities or third parties or otherwise.
- 4.4. Each Member specifically consents, pursuant to the Data Protection Act 1998 and other relevant laws, as applicable, to the sharing of information relating to activities covered by these Rules, including personal information relating to himself and his/her activities, both by the WPBSA with the relevant authorities and/or third parties, and by the relevant authorities and/or third parties (including without limitation any bookmaker or other betting operator) with the WPBSA. Where

requested by the WPBSA, the Member shall confirm such consent in writing. A failure to do so without compelling justification shall amount to a breach of these Rules.

- 4.5. Each Member specifically consents for the WPBSA to share with WPBSA Players information about alleged breaches by a Member of these Conduct Regulations.
- 4.6. Where a Member is being investigated for or is charged with breach of these Rules, and other relevant authorities are also conducting investigations or proceedings into the same or related matters, the WPBSA shall have discretion, where it considers it appropriate, to stay the investigation and/or the disciplinary proceedings pending the outcome of the investigations or proceedings being conducted by the other relevant authorities.
- 4.7. Where in accordance with the Disciplinary Rules a Member is the subject of disciplinary action and the hearing of any matter before the Disciplinary Committee is pending, at the discretion of the Chair of the Independent Disciplinary Committee, part or all of any prize money due to the Member from any Tournament will be held by the WPBSA pending conclusion of the disciplinary procedure.
- 4.8. If as a result of that disciplinary procedure the relevant Member is expelled from the WPBSA all prize money from Tournaments accrued by the Member from the date of the incident leading to the expulsion to the conclusion of the disciplinary procedure shall be forfeited by the Member as if he had been expelled from the date of the incident leading to the expulsion.
- 4.9. If the result of the relevant disciplinary procedure is that a fine is imposed on the relevant Member and/or the relevant Member is ordered to pay a contribution towards the costs of the relevant Disciplinary Hearing then that fine and/or costs may in part or its entirety (if there are sufficient funds) be set off against any sums held by the WPBSA or its affiliated organisations, the balance held being paid to the Member if the WPBSA holds an excess, any shortfall shall remain due and payable by the Member.

5. Penalties

- 5.1. Any alleged breach of the rules contained in these Rules by any Member shall be dealt with in accordance with the Disciplinary Rules.
- 5.2. Without prejudice to the WPBSA's ability to enforce by any other means if a fine or any costs contribution imposed on a Member pursuant to the Disciplinary Rules has not been paid within 28 days of notification or has not entered into an agreement as to how the fine or costs will be paid, the Member concerned will be suspended and shall not have the right to compete in any Tournament during the period of suspension. In such cases the fine shall be increased by 50% and interest will be levied on any costs at a rate of 8% above the Bank of England Base Rate.
- 5.3. If the increased fine or any costs contribution imposed on a Member pursuant to the Disciplinary Rules has not been paid within a further 28 days of notification following suspension in accordance with 6.2, the relevant Member will be automatically expelled from the WPBSA.
- 5.4. If, following the conclusion of the disciplinary process there has been no finding of a breach of the Disciplinary Rules a suspended Member may re-join and resume his place on the Tour subject to the qualifications set out below:
 - 5.4.1. save in the case of manifest unfairness in the application of the Disciplinary Rules which shall be determined at the absolute discretion of the WPBSA, a Member will not receive any ranking points whilst suspended
 - 5.4.2. a suspended player may only re-join the Tour provided he/she held sufficient ranking points to qualify for the Tour at the commencement of the then current Tour.
- 5.5. Where in accordance with the Disciplinary Rules a Member is the subject of disciplinary action and the hearing of any matter before the Disciplinary Committee is pending, at the discretion of the Chairman of the Independent Disciplinary Committee, part or all of any prize money due to the Member from any Tournament will be held by the WPBSA pending conclusion of the disciplinary procedure.

- 5.6. If as a result of that disciplinary procedure the relevant Member is expelled from the WPBSA all prize money from Tournaments accrued by the Member from the date of the incident leading to the expulsion to the conclusion of the disciplinary procedure shall be forfeited by the Member as if he had been expelled from the date of the incident leading to the expulsion.
- 5.7. If the result of the relevant disciplinary procedure is that a fine is imposed on the relevant Member and/or the relevant Member is ordered to pay a contribution towards the costs of the relevant Disciplinary Hearing then that fine and/or costs may in part or its entirety (if there are sufficient funds) be set off against any sums held by the WPBSA, WSL or its affiliate organisations, the balance held being paid to the Member if the WPBSA holds an excess, any shortfall shall remain due and payable by the Member.

6. Ranking List and Ranking Points

- 6.1. The Board of the WPBSA shall determine from time to time how the Ranking List will be compiled and how ranking points will be allocated in relation to Tournaments.
- 6.2. If a WSL Tournament is cancelled for any reason whatsoever the status and the number and allocation of ranking points (as appropriate) will be void.
- 6.3. The Board of the WPBSA have the right to grant a dispensation to previously incapacitated Members to be reinstated into the Ranking List following their recovery from incapacity, such reinstatement will be subject to the following conditions. If a Member wishes to be considered for reinstatement following ill health they shall 6 weeks prior to the commencement of the first Tournament in the season in which they will be unable to play apply to the Board in writing requesting the preservation of their existing ranking position notwithstanding they will be unable to compete in the coming season. The time period for notification may be varied at the discretion of the Board in extraordinary circumstances.
 - 6.3.1. That written request will be accompanied by a medical opinion, provided by a suitably qualified doctor, detailing the medical complaint suffered by the relevant Member and confirming that the relevant Member will be unable to compete in the entirety of forthcoming season due to severe ill health or injury.

- 6.3.2. The Board will consider the application of the relevant Member and the supporting medical opinion and may require the relevant Member to undergo further independent medical examination prior to agreeing to the dispensation.
- 6.3.3. If the relevant Member is incapacitated for more than one season then they will be required to make an application in accordance with the provisions of this rule 7 for each relevant season. The dispensation will be provided for a maximum of two seasons.
- 6.3.4. The dispensation may be revoked by the Board if in their reasonable opinion it appears the illness or injury of the incapacitated Member is not as debilitating as first portrayed.
- 6.4. Members shall only be awarded ranking points for matches in Tournaments in which they have participated. For the avoidance of doubt no ranking points shall be awarded to any Member who does not participate in a Tournament subject to 6.4.1 and 7.3 above.

7. Equipment

- 7.1. Members shall only use equipment authorised by the Rules of the Game or officially authorised by the WPBSA.
- 7.2. A Member may not use, wear or carry any technical innovation unless approved in advance by WPBSA.
- 7.3. Any application for any technical innovation must be submitted in writing to the WPBSA and the applicant shall supply all information required by the WPBSA relating to that innovation. WPBSA shall give or withhold its consent in its absolute discretion.
- 7.4. If the Referee considers that a Member is in breach of paragraph 8.2 above, he/she may refuse to permit the Member to start the Match with such innovation until it is removed.

- 7.5. If the Referee is not aware of or does not notice an unapproved innovation, the Tournament Director has the right to disqualify the Member using such an innovation at any time during or after the match in which that innovation was used.

8. Dress Code

- 8.1. Each Member shall comply with the relevant dress code for each Tournament in which he/she competes. Each Member when competing in a Tournament shall ensure that as well as complying with the dress code, his/her dress and appearance is smart and appropriate for a professional snooker or billiards player. Shirts and trousers to be ironed and, if required under the relevant dress code, waistcoats and bow ties to be worn correctly. The specific details of the dress code will be issued by the WPBSA and amended from time to time.

9. Trophies

- 9.1. Any trophy and trophy case provided by the WPBSA will remain the property of the WPBSA but, at the discretion of the WPBSA, it may be kept by the winner for a period of up to one (1) month until the WPBSA requires its return provided that the trophy is stored in a secure place at an address in the UK or Republic of Ireland notified to the WPBSA in writing.
- 9.2. During the period that the winner keeps the trophy he/she shall be responsible for any loss of, or damage to, the trophy and the trophy case and shall return it to the WPBSA in perfect condition.
- 9.3. The winner shall not be permitted to remove the trophy from the UK or Republic of Ireland without the express consent of the WPBSA Board.
- 9.4. The trophy shall not be used by the winner or any other person or entity for promotional purposes (other than for the authorised promotion of the WSL Tournaments) without the express written permission of the WPBSA.
- 9.5. The image of the trophy shall not be used, reproduced or published by the winner or any other person or entity for any purpose in any media without the express written permission of the WPBSA.

- 9.6. The winner will not engrave, deface or change the trophy or the trophy case in any manner whatsoever.
- 9.7. Any trophy will be returned to the WPBSA on demand.

SECTION 2 – BETTING RULES

1. Introduction

- 1.1. These Betting Rules form part of the Association's Rules and Regulations and therefore constitute conditions of membership of the Association and/or of participation in any Tournament (in the case of a Player) and conditions of representation of a Player (in the case of a Player's Representative). Therefore, each of the following persons (a "Participant") agrees to comply with these Betting Rules and to abide by all decisions validly made hereunder:
 - 1.1.1. every member of the Association
 - 1.1.2. anyone who participates in a Tour or Tournament, whether as a Player, an official, or in any other capacity
 - 1.1.3. any person who acts as a Player's Representative or who is a director, officer, employee, agent or representative of the Representative
 - 1.1.4. any director, officer or employee of the WPBSA or World Snooker and
 - 1.1.5. any other person under the Association's jurisdiction who is able to influence any aspect of the Tour and/or any Tournament
 - 1.1.6. where there is a breach of 1.1.3 above by a Players Representative, the player will be liable for the actions of his/her Representative unless the representative is a WPBSA Registered Agent.
 - 1.1.7. any proven breach by a Member of the provisions of sections, 2.1.2 – 2.1.5 below will result in a ban up to a permanent suspension from involvement in snooker and billiards for that Member, save in circumstances where the relevant Member can show clear and exceptional mitigation.

1.2. These Rules shall not have retrospective effect.

2. Betting and Corruption Misconduct

2.1. It shall be a breach of these Rules for a Member to do any of the following:

2.1.1. Betting:

2.1.1.1. to place, accept, lay or otherwise make a Bet with any other person in relation to the result, score, progress, conduct or any other aspect of the Tour and/or any Tournament or Match in events sanctioned by the WPBSA or its affiliates

2.1.1.2. to solicit, induce, entice, instruct, persuade, encourage, facilitate, authorise or permit any other person to enter into a Bet for the Member's direct or indirect benefit in relation to the result, score, progress, conduct or any other aspect of the Tour and/or any Tournament or Match in events sanctioned by the WPBSA or its affiliates

2.1.1.3. to have the power, actual or apparent, to influence the running of any company or other undertaking that promotes, brokers, arranges or conducts any form of Betting activity in relation to the Tour and/or any Tournament or Match (a "Betting Organisation") and/or to be involved in any capacity (including as a director or shadow director) in the running of any Betting Organisation and/or to hold, deal in, or control any voting rights associated with the securities or shares of any Betting Organisation, save that a holding of less than 5% of the issued share capital of a Betting Organisation, for investment purposes only, shall be disregarded

2.1.2. Corruption:

2.1.2.1. to fix or contrive, or to be a party to any effort to fix or contrive, the result, score, progress, conduct or any other aspect of the Tour and/or any Tournament or Match

- 2.1.2.2. to seek or accept or offer or agree to accept any bribe or other reward to fix or to contrive in any way or otherwise to influence improperly the result, score, progress, conduct or any other aspect of the Tour and/or any Tournament or Match
 - 2.1.2.3. to fail, for reward, to perform to the best of his/her ability and in a fair and sporting manner in the Tour and/or any Tournament or Match in which he/she competes
 - 2.1.2.4. to solicit, induce, entice, persuade, encourage or facilitate any Member to breach any of the foregoing provisions of this paragraph 2.1.2.
 - 2.1.2.5. to ensure the occurrence of a particular incident in the Tour and/or any Tournament or Match, which occurrence is (to the Member's knowledge) the subject of a Bet and for which he/her or any person Connected to him/her expects to receive or has received any reward.
- 2.1.3. Misuse of inside information:
- 2.1.3.1. to use for betting purposes, or to provide to any other person for such purposes, any information relating to the Tour and/or any Tournament or Match that the Member possesses by virtue of his/her position within the sport and that is not in the public domain or readily accessible by the public
 - 2.1.3.2. to provide information to any person for reward, before or during the Tour and/or any Tournament, regarding the competitors in a Tournament or Match, the conditions, tactical considerations or any other aspect of the Tournament or Match, unless such information is already in or will come into the public domain without delay or is readily accessible by the public
 - 2.1.3.3. to solicit, induce, entice, persuade, encourage or facilitate any Member to breach any of the foregoing provisions of this paragraph 0.

2.1.4. General:

2.1.4.1. to engage in any other conduct (ie beyond that specified in paragraph 2.1.1.1. to 2.1.3.3.) that is corrupt or fraudulent, or creates an actual or apparent conflict of interest for the Member, or otherwise risks impairing public confidence in the integrity and/or the honest and orderly conduct of the Tour and/or any Tournament or Match

2.1.4.2. to provide or receive any reward that could bring the Member or the sports of snooker or billiards into disrepute.

2.1.5. Attempt or complicity:

2.1.5.1. to attempt to act, or to agree with any other person (whether or not also a Member) to act, or to intentionally give the impression to any other person that the Member is attempting or agreeing to act in breach of these Rules

2.1.5.2. to authorise, cause, assist, encourage, aid, abet, or cover up, or otherwise to be complicit in any acts or omissions of the type described in paragraphs 2 to 2.1.5, committed by a person connected with the Member

2.2. Any attempt or agreement (or intentional appearance of the same) shall be treated for purposes of these Rules as if a breach of the relevant provision(s) had been committed, whether or not such attempt or agreement (or intentional appearance of the same) in fact resulted in such breach.

2.3. The following are not relevant to the determination of any breach under paragraph 2 (although they may be relevant to the issue of the sanction to be imposed, if it is determined that a breach has occurred):

2.3.1. the nature or outcome of any Bet in issue

2.3.2. the outcome of the Tournament and/or Match on which the Bet in issue was made

2.3.3. whether or not the Member's efforts or performance (if any) in any Tournament and/or Match in issue were (or could be expected to have been) affected by the acts or omissions in question

2.3.4. whether or not any of the results in any Tournament and/or Match in issue were (or could be expected to have been) affected by the act or omissions in question.

3. Provisos

3.1. It shall not be a breach of the provisions of clause 2.1 above for a Member to enter into any sponsorship or endorsement contract with a betting organisation.

3.2. It shall not be a breach of the provisions of clause 2.1.3 to provide information as opinion to a journalist or as a commentator for immediate publication or broadcast in the mainstream media.

SECTION 3 – MEMBERS RULES DEFINITIONS

1. Definitions and Interpretation

1.1. Definitions, in these Rules, including the following words and phrases shall, unless the context requires otherwise, have the following meanings:

"Anti Corruption Hotline" means the Anti Corruption Hotline details of which are published on the WPBSA website from time to time

"Bet" means a wager, bet or other form of financial speculation

"Board" means the board of directors of the WPBSA

"Conduct Regulations" means the Members and Disciplinary Rules of the WPBSA

"Connected" an individual is connected to a Member if they are either a

family member, a manager, a player managed by the same manager as the Member, a business partner or an associate of the Member

"Constitution" means the Memorandum and Articles of Association of the WPBSA

"Disciplinary Rules" means the disciplinary rules as set out at section 2 of the Conduct Regulations as issued by the WPBSA from time to time

"Equipment" means the playing equipment provided at each Tournament including (without limitation) snooker balls, snooker tables and the bed cloth on those snooker tables

"For Reward" a person acts "for reward" if he/she arranges or agrees that he/she or someone else will receive any direct or indirect financial or other benefit for that act (other than official prize money and/or contracted performance-related payments under endorsement or sponsorship contracts), and "reward" shall be construed accordingly

"Match" means any snooker match forming part of a Tournament in its entirety including intervals and breaks authorised by the Referee

"Member" means a member of the WPBSA admitted in accordance with the Constitution and shall include any member who has resigned after a matter/disciplinary matter has come to the attention of the WPBSA under Section [6] of the Disciplinary Rules; for the purpose of these regulations "Member" also means any person who is not a member of the WPBSA but has agreed to be bound by WPBSA rules to take part or be involved in any WPBSA sanctioned events. This will apply from the date of entry to the event to a period of twenty-eight days after the event has concluded

“Ranking Lists”	means the ranking list compiled by the WPBSA from time to time
"Referee"	means the referee of a Match appointed by the relevant body
“Representative”	Any person who acts in any way and at any time in the capacity of manager, agent, representative or adviser to a Player, either directly or indirectly, in any aspect of the negotiation, arrangement or execution of any kind of commercial arrangement including any sponsorship arrangement, or who is a director, officer, employee, agent or representative of the representative
“Rules”	means all the rules and regulations set out in this document including all appendices to it
“Rules of the Game”	means the official rules of the game of Snooker and Billiards as amended from time to time by the WPBSA
“Season”	means a professional snooker season commencing on the day following the final of the World Championship in any year to and including the day of the final of the World Championship held in the immediately following calendar year. If for any reason the World Championship is not held, the date of the final of the World Championship shall be deemed to be 31 May
"Tour"	means and individually or collectively, as the context may require, any snooker tournaments sanctioned by WSL, the WPBSA or its affiliates
"Tournament"	means any professional snooker tournament or billiards tournament sanctioned by the WPBSA
"Tournament Official”	means any or each official appointed by the relevant body to officiate at a Tournament

“World Championship” means the World Professional Snooker Championship

“WSL” means World Snooker Limited

“WST” means World Snooker Tour Limited

“WPBSA” means World Professional Snooker and Billiards Association Limited

“WPBSA Players” means the World Professional Snooker and Billiards Association Players Association

1.2. Interpretation In these Rules:

1.2.1. references to Sections are, unless otherwise stated, references to sections of these Rules

1.2.2. references to Paragraphs are, unless otherwise stated, references to paragraphs within those Sections

1.2.3. references to “include” and “including” are to be construed without limitation

1.2.4. words importing the singular include the plural and vice versa. Words importing the masculine gender include the feminine and neuter and vice versa

1.2.5. references to persons include incorporated and unincorporated bodies or partnerships and also include reference to that person’s legal representatives, successors and permitted assigns

1.2.6. headings are for convenience only and shall not affect the interpretation of these Rules and Regulations

WPBSA Conduct Regulations

Part 2

Disciplinary Rules

1. Definitions

- 1.1. In these Disciplinary Rules, the following phrases shall, unless otherwise stated, have the following meanings:

“Appeals Committee” has the meaning set out in Section 10

“Appeals Panel” an appeal panel constituted in accordance with Section 10.2

“Board” means the board of directors of the Association

“Chair of the Disciplinary Committee” means the independent person appointed by the WPBSA Board to conduct the disciplinary process in accordance with these regulations.

“Director” means a director of the board of the Association

“Disciplinary Committee” means the independent disciplinary Committee of the Association as constituted in accordance with these rules whose members and Chair will be nominated on a case by case basis by the Chair of the Disciplinary Committee

“Head of Integrity” means a person with appropriate skills nominated by the WPBSA Board to perform this function

“In writing” means communication by letter or by e-mail or other electronic communication; such as private messaging on social media

“Member” means a member of the Association and shall include a Member who resigns as a Member at anytime after a matter/disciplinary matter comes to the attention of the Association in accordance with Section 6.1

“Member” also means any person who is not a member of the WPBSA but has signed up to be bound by WPBSA rules to take part in in any WPBSA sanctioned events. This will apply from the date of entry to the event to a period of twenty-eight days after the event has concluded

“Misconduct” has the meaning set out in Section 3

“Suspension”/“Suspended” means that the person Suspended shall not be permitted to participate in any way in Association activities or events recognised or organised by the Association, including but not limited by way of playing, coaching, officiating, management, organisation, administration or promotion

“Tournament” has the meaning set out in the Members’ Rules and Regulations and will include any event or competition recognised by the Association

“WPBSA Panel” means a list compiled by the Chair of the Disciplinary Committee consisting of appropriately qualified people who can be appointed to sit as members of the WPBSA Disciplinary committee or the Appeals Committee

2. Jurisdiction

2.1. These Disciplinary Rules shall apply to all Members, or former Members in relation to their conduct whilst a Member.

2.2. Subject to clause 2.5 below, the Board delegates the disciplinary powers conferred on it by Regulation 19 of the Articles of Association as follows:

2.2.1. The Board delegates the following powers to the designated Head of Integrity:

2.2.1.1. power to receive and act upon disciplinary matters

2.2.1.2. to review and investigate disciplinary matters

2.2.1.3. to deal with cases that fall under section 6.5.1

2.2.2. The Board delegates the power to hear and decide disciplinary matters to

the Head of Integrity in cases dealt with under 6.5 below, the Chair of the Disciplinary Committee and the Disciplinary Committee.

- 2.2.3. The Chair of the Disciplinary Committee will have discretion to determine the makeup of the Disciplinary Committee including who should be the Chair to hear disciplinary cases. The Disciplinary Committee Members will be appointed by the Chair of the Disciplinary Committee on a case-by-case basis. The Chair of the Disciplinary Committee and the Disciplinary Committee shall be independent of the WPBSA.
- 2.2.4. The Board delegates the power to determine appeals to the Appeals Panel in cases of minor misconduct and to the Appeals Committee in other cases of Misconduct.
- 2.3. The Association shall have jurisdiction to consider any matter falling within the scope of these Disciplinary Rules as to which a formal complaint is made to the Head of Integrity by:
 - 2.3.1. A Member
 - 2.3.2. A member of the Board
 - 2.3.3. A member of the Disciplinary Committee
 - 2.3.4. A promoter, a broadcaster or sponsor involved in snooker
 - 2.3.5. A tournament referee or official
 - 2.3.6. A member of the public.
- 2.4. In addition, the Association may investigate any other matter which comes to its attention (whether through media publicity or otherwise) which it considers may constitute Misconduct.
- 2.5. The Chair of the Disciplinary Committee will normally consider a complaint made against a Member before exercising the right to impose a suspension on the Member concerned, but where a complaint is deemed to be of a serious or

potentially serious nature, a power to impose a Suspension forthwith may be exercised as outlined at section 4.

3. Misconduct

3.1. The sanctions set out in Section 11, below, may be imposed on any Member or former Member who is found to have committed an act or acts of Misconduct.

3.2. For the purpose of these Disciplinary Rules the following shall amount to "Misconduct":

3.2.1. a breach of the Association's Articles of Association

3.2.2. a breach of the Association's Rules and Regulations, including and in addition (without limitation):

3.2.2.1. the Conduct Regulations

3.2.2.2. the Child Protection Policy

3.2.2.3. Codes of Practice issued pursuant to the Association's Rules and Regulations

3.2.2.4. the Anti-Doping Policy

3.2.2.5. Any other approved WPBSA Policy

3.2.2.6. breach by a Member of obligation in respect of a contract arising from the Member's status as a professional sportsperson. This includes a contract with WST or any WPBSA affiliated organisation.

3.2.2.7. other act or default of a Member that in the reasonable opinion of the Disciplinary Committee or its Chair is capable of bringing the Member and/ or the games of Snooker and Billiards into disrepute.

3.2.3. a failure:

- 3.2.3.1. to provide full or true information or evidence to the Head of Integrity, Disciplinary Committee or Appeals Committee pursuant to these Disciplinary Rules or
- 3.2.3.2. to respect, recognise, abide by and/or comply with any decision made hereunder.
- 3.2.4. an act or omission on the part of an individual who later becomes a Member and such act or omission would have amounted to Misconduct if the individual had been a Member at the time.

4. Suspension prior to an investigation or hearing

- 4.1. The Disciplinary Committee will normally consider a complaint made against a Member before it exercises the right to impose a suspension on the Member concerned, but where a complaint is deemed to be of a serious or potentially serious nature, a power to impose a suspension forthwith may be exercised by the Chair of the WPBSA Board or in his/her absence, his/her nominee, who is a board member but not a player on the World Snooker Tour.
- 4.2. In exercising this right the points the Chair should consider are:
 - 4.2.1. Whether there is evidence to support the fact that the complaint is of a serious or potentially serious nature,
 - 4.2.2. The potential damage to the integrity and reputation of the sport of the Member being allowed to play,
 - 4.2.3. The potential damage to the Member of being allowed to play.
- 4.3. The Chair should also balance the consequences of the suspension on the players wellbeing and whether the period of suspension is likely to outweigh the time suspended if the charges are made out.
- 4.4. In such circumstances the Member will be informed in writing by the person making the decision to suspend the Member of the determination and the reasons for it

- 4.5. Any Member upon whom Suspension has been imposed in this manner may appeal by notice in writing to the Head of Integrity within 14 days of being informed of his/her suspension, setting out the grounds of the appeal, and the Head of Integrity will make arrangements for the appeal to be considered by the Chair of the Disciplinary Committee or his appointee who will consider the appeal by way of a paper review of the decision-making process. In such cases the decision of the Chair of the Disciplinary Committee or his appointee considering the appeal shall be deemed to be a decision of the Association and shall be final and binding.

5. The Head of Integrity and Chair of the Disciplinary Committee

- 5.1. The Head of Integrity will have the responsibility for all disciplinary issues and will be appointed by the Board.
- 5.2. It will be the responsibility of the Head of Integrity to investigate or oversee the investigation of allegations of Misconduct.
- 5.3. In cases referred to the Disciplinary Committee, the Head of Integrity will be responsible for the presentation of the case on behalf of the WPBSA.
- 5.4. The Chair of the Disciplinary Committee shall be appointed by the WPBSA Board and shall be independent of it. He/She shall have all the responsibility for determining the conduct of cases referred to him/her. This includes managing the disciplinary process in accordance with these rules, chairing disciplinary hearings, nominating another person to chair the Disciplinary Committee or hearing appeals against decisions made as set out in rule 4.5 and 6.5., and managing the appeals process set out in section 9 .

6. Initial Procedure

- 6.1. Where a complaint is made, or a matter otherwise comes to the attention of the Association, and the Head of Integrity considers such complaint or other matter falls within the scope of the Disciplinary Rules he shall consider the matter and may:
 - 6.1.1. determine not to proceed with the matter
 - 6.1.2. write to the player concerned, seeking his/her views on the substance of the

complaint or matter that has arisen

- 6.1.3. arrange to interview the Member in person on the substance of the complaint and make any related enquiries he deems necessary
 - 6.1.4. direct that a full enquiry is conducted into the circumstances of the alleged breach
 - 6.1.5. charge the Member or a Player with the breach and refer the matter for consideration by the Chair of the Disciplinary Committee as set out at rule 6.5.4
 - 6.1.6. deal with the complaint under the section 6.5.
 - 6.1.7. refer the matter for alternative dispute resolution.
- 6.2. Every player to whom enquiries are made is under a duty to give a full and truthful response within 14 days unless exceptional circumstances can be evidenced that prevents this, or the Head of Integrity has directed that an enquiry is conducted. Failure to provide a full and truthful response will be considered as Misconduct.
- 6.3. Before reaching a conclusion on how to proceed with the complaint, the Head of Integrity shall be entitled to make all appropriate enquiries, and to seek such advice as he deems appropriate, and if he/she thinks fit, to seek external expert advice, including legal advice. This includes the actions outlined in section 3.4 of Part 1 of the Conduct Regulations.
- 6.4. If the Head of Integrity shall be of the opinion that no further action should be taken in relation to the matter he/she will notify the player.
- 6.5. If the Head of Integrity determines that further action should be taken:
- 6.5.1. where the misconduct is of a minor nature or the member fully admits the misconduct in his/her response, the Head of Integrity shall consider the matter on paper.
 - 6.5.2. he/she shall exercise all the powers of the WPBSA Rules save that he/she may not expel a member from the Association, nor suspend a member from playing in a tournament, nor deduct ranking points, nor impose a fine

exceeding £1,500 plus costs.

6.5.3. where he has previously imposed a suspended fine, he may impose that fine and levy a further fine not exceeding £1,500 for the new breach of the regulations. In such circumstances the aggregated fine may exceed £1,500 in total. Where there is a suspended fine, this can be imposed in addition to a fine imposed under this section.

6.5.4. where the misconduct is more serious (whether or not admitted by the member) or involves any aspect of corruption, he/she shall refer the matter to the Chair of the Disciplinary Committee who will determine the process to be followed.

Disciplinary Procedure

6.6. The Chair of the Disciplinary Committee shall have discretion to decide whether a Disciplinary Hearing will be heard by:

6.6.1. The Chair of the Disciplinary Committee sitting alone or

6.6.2. The Independent Disciplinary Committee or

6.6.3. The Independent Disciplinary Committee sitting with an alternative Chair.

6.7. Where the Disciplinary Committee sits to hear a matter, the quorum shall be two.

6.8. The WPBSA Board or the Member may object to any individual appointed if they reasonably believe his or her independence to be in doubt or in accordance with 6.9 below.

6.9. A person may not sit upon the Disciplinary Committee in a particular case where he has any prior involvement with the case or has any material financial, familial or other relevant interest in the outcome of the proceedings. Any issue arising in relation to such involvement or interest shall be raised with the Chair of the Disciplinary Committee as soon as possible by the person himself or by any party to the proceedings, and a party's failure to raise the issue without delay may be deemed a waiver of any right to object on such grounds.

- 6.10. The Chair of the Disciplinary Committee shall decide whether or not the involvement or interest so notified requires the exclusion of that person from considering a particular complaint of Misconduct.
- 6.11. Where the objection is against the Chair or of the Disciplinary Committee, the Chair of the WPBSA will decide whether or not the involvement or interest so notified requires the exclusion of Chair of the Disciplinary Committee from considering a particular complaint of Misconduct.
- 6.12. Where the Head of Integrity refers a case to the Chair, if the Chair of the Disciplinary Committee decides that there should be a disciplinary hearing, he/she shall write to the Member concerned notifying him/her that there will be a disciplinary hearing and specifying the charge(s).
- 6.13. The Chair of the Disciplinary Committee shall schedule a date for the hearing and at least 14 days prior to the hearing, the Member shall be given notice in writing of:
 - 6.13.1. the date and venue of the hearing
 - 6.13.2. the composition of the Disciplinary Committee
 - 6.13.3. details of the evidence that the Head of Integrity is intending to submit to support the charge
- 6.14. The Chair of the Disciplinary Committee will also request details of any evidence that the Member wishes to submit to the Disciplinary Committee. If such evidence is not furnished to the Disciplinary Committee in a timely fashion, the Chair of the Disciplinary Committee may request that the hearing be adjourned upon such terms (including costs) as the Disciplinary Committee shall determine.
- 6.15. In exercising their functions under these Disciplinary Rules, the Disciplinary Committee shall have broad discretion to regulate their own procedure. Without prejudice to the generality of this power, the Chair of the Disciplinary Committee may:
 - 6.15.1. order the parties to attend a case management hearing in advance of the substantive hearing where matters of evidence and procedure may be decided

- 6.15.2. extend or vary any time limit set out in these Disciplinary Rules
- 6.15.3. adjourn the proceedings, whether prior to a scheduled hearing date or during the hearing, to allow time for the submission of further evidence or for any other reason
- 6.15.4. order a party to pay the costs of any case management or other interim or adjourned hearing
- 6.15.5. ask questions directly of any party or witness
- 6.15.6. exclude evidence on grounds of inadmissibility, lack of relevance or failure to comply with directions
- 6.15.7. make appropriate directions (whether in advance of the hearing or at the start or during the hearing) with respect to the conduct of proceedings and/or require that any party or other person subject to the disciplinary jurisdiction of the Association disclose documents or other material relevant to the case to another party or to the Disciplinary Committee.

7. Hearing

- 7.1. The burden of proof in respect of any allegation shall be on the Association, and the standard of proof shall be on the balance of probabilities (that is, whether it is more likely than not that the Misconduct occurred).
- 7.2. Every person giving evidence before the Disciplinary Committee is under a duty to give full and truthful evidence.
- 7.3. Any Member appearing before the Disciplinary Committee in answer to an allegation of Misconduct shall have the right to be represented by legal counsel of his choice or may be accompanied by a person who may make representations and ask questions of witnesses but shall not answer questions on his/her behalf.
- 7.4. The Disciplinary Committee shall not be obliged to follow the strict rules of evidence. It may admit such evidence as it thinks fit and accord such evidence such weight as it thinks appropriate in all the circumstances.

- 7.5. Having considered all the evidence tendered to it and having allowed the Member sufficient opportunity to make submissions on relevant matters, the Disciplinary Committee shall retire to consider its decision.
- 7.6. In reaching its decision there is no requirement that the Disciplinary Committee be unanimous. It is sufficient if a majority favour a particular conclusion. No minority opinion or dissenting judgment shall be produced, and no indication shall be given by the Disciplinary Committee to any party that its decision was other than unanimous.
- 7.7. Having reached its final decision, the Disciplinary Committee shall communicate that decision either at the time of the hearing or as soon as possible thereafter in writing to the Member.
- 7.8. A decision of the Disciplinary Committee, subject to the right of appeal set out in section 9 , shall be deemed to be a decision of the Association and shall be final and binding on all and, without prejudice to any other provision of the Rules, any financial penalty or order as to costs shall be enforceable as a debt.

8. Appeals in cases dealt with by the Head of Integrity

- 8.1. Where an allegation has been dealt with by the Head of Integrity (under section 6.5), the Member may appeal in writing to the Head of Integrity within 14 days of being informed of the outcome of the case.
- 8.2. The Head of Integrity shall make arrangements for the appeal to be considered on paper by an Appeals Panel. The Appeals Panel shall be convened by the Chair of the Disciplinary Committee who may hear the Appeal or refer the appeal to a member of the WPBSA panel or Sport Resolutions UK to appoint a person to act as the Appeals Panel.
- 8.3. The appeal will be conducted by way of review, taking account of the Member's representations in writing and other than where the Appeals Panel deems that there are exceptional circumstances will be conducted on paper without a hearing. The decision of the Appeal Panel shall be deemed to be a decision of the Association and shall be final and binding.

- 8.4. Pursuant to this Section, on an appeal by a Member, the Appeals Panel can impose a greater sanction than that originally imposed by the Head of Integrity
- 8.5. The Appeals Panel may order the Member to pay an administrative fee being an assessment of the costs reasonably incurred or expended by the association in the administration of this process in the event of an unsuccessful appeal.

9. Appeals against findings of the Disciplinary Committee

- 9.1. Once the Disciplinary Committee has concluded the proceedings against a Member, any Member found by the Disciplinary Committee to be guilty of Misconduct shall have the right to appeal in accordance with this Section. For the avoidance of doubt, any such appeal will only be considered once the disciplinary proceedings are concluded and a sanction imposed.
- 9.2. An appeal further to Section 10.1 shall be referred to the body known as the Appeals Committee. The Appeals Committee for each individual case shall consist of an individual appointed from the WPBSA panel by the Chair of the Disciplinary Committee who has not had any previous involvement with the case and may hear the matter alone or may co-opt another person or persons to sit as members of the Appeals Committee.
- 9.3. The provisions contained in section 6.8, 6.9 and 6.10 also apply to the Appeals Committee.
- 9.4. A Member shall have 14 days to submit a notice of appeal from the date the final relevant written decision on finding and sanction is sent to the Member.
- 9.5. The written notice of appeal shall be sent, along with copies of all relevant documents, to the Head of Integrity so as to be received by him/her within the 14 day deadline. The notice of appeal shall set out the specific aspect(s) of the decision being challenged on appeal, clearly stating whether the appeal is against the finding of guilt, or the sanctions imposed (or both) and the grounds upon which the appeal is made.
- 9.6. The notice of appeal must be accompanied by a deposit in the amount of £800 (subject to review by the WPBSA Board from time to time), as security for the costs of the appeal.

- 9.7. The Head of Integrity will refer the appeal to the Chair of the Disciplinary Committee.
- 9.8. For the avoidance of doubt the Appeal Hearing is to solely consider the grounds raised for appeal. It is not a re-hearing of the case unless there are exceptional circumstances where it can be shown that there was significant procedural fault with the first hearing.
- 9.9. The WPBSA reserve the right to seek a further security for the costs of the appeal to be lodged with the Company Secretary in cases where the costs are expected to exceed £800. In such cases an assessment of the costs of such referral will be made and the Head of Integrity may direct that an amount equal to the assessment of the costs of the hearing or any part thereof is deposited with the WPBSA prior to the commencement of any such hearing.
- 9.10. Notice of Appeal submitted late, or which otherwise fails to comply with 9.4 or 9.5 shall, in the absence of good cause shown, be rejected without the need for further consideration. If a party shall fail to comply with directions given by the Appeals Committee in the course of an appeal, the Appeals Committee may on the application of either party or of its own motion (with or without a hearing) order that the party in default take no further part in the proceedings or that the appeal be dismissed on such terms as to costs as may be reasonable.
- 9.11. As soon as possible following receipt of the notice of appeal, the Chair of the Disciplinary Committee shall convene an Appeals Committee and shall advise the parties of the composition of the Appeals Committee and in the case of a hearing, of the date, time and venue of it.
- 9.12. The Appeals Committee shall have broad discretion to regulate its own procedure.
- 9.13. The Appeals Committee will consider and review all the documents and evidence submitted to the Disciplinary Committee in the proceedings and may consider the appeal on paper. In the case of a hearing where it is material to the grounds for the appeal they may require the attendance of any witnesses heard by the Disciplinary Committee. The Appeals Committee shall have absolute discretion to admit or refuse any new evidence tendered by any party and also to adjourn the proceedings for the purpose of taking any new evidence if it comes to light.

- 9.14. In a case where the appeal is solely against the sanction imposed, it will be considered by the Appeals Committee by way of review, taking account of the Member's representations in writing and other than where the Appeals Committee deem that there are exceptional circumstances will be conducted on paper without a hearing.
- 9.15. Having considered all of the evidence tendered to it and having allowed the parties to the appeal sufficient opportunity to make submissions on paper or in person at a hearing, the Appeals Committee will consider its decision.
- 9.16. A decision of the Appeals Committee:
- 9.16.1. may be unanimous or a majority decision
 - 9.16.2. is final and
 - 9.16.3. shall be deemed to be a decision of the Association and be binding on all Members.
- 9.17. The Appeals Committee may:
- 9.17.1. affirm the decision appealed against or
 - 9.17.2. set aside the decision appealed against and quash any finding made or sanction imposed or
 - 9.17.3. set aside only part of the decision appealed against or
 - 9.17.4. substitute for the findings of the Disciplinary Committee its own decision on 'liability' (e.g. finding a Member culpable of a lesser or greater offence) and/or substitute for the sanction imposed below its own sanction and/or
 - 9.17.5. take any other step that it considers necessary to deal justly with the appeal.
- 9.18. Pursuant to this Section, following an appeal by a Member, the Appeals Committee can impose a greater sanction than that which was imposed by the Disciplinary Committee.

9.19. The Appeals Panel may order the player to pay all or part of the costs of the hearing.

9.20. In its decision, the Appeals Committee shall include a direction as to the treatment of the deposit made further to Section 9.6 and 9.9 above.

10. Appeal by WPBSA

10.1. The WPBSA shall have the right to appeal a decision by the Disciplinary Committee. In such cases the process will follow that outlined in section 9 above.

11. Sanctions

11.1. Where a Member is found guilty of Misconduct, the Disciplinary Committee or the Appeals Committee (as the case may be) may impose upon the Member one or more of the following sanctions:

11.1.1. temporary Suspension for a period fixed in time or by reference to particular events

11.1.2. permanent Suspension (with or without the possibility of reinstatement, which may be conditional)

11.1.3. expulsion as a Member

11.1.4. expulsion, suspension or exclusion from standing for, or holding, any office or employment within the Association either for a temporary period or permanently

11.1.5. a fine

11.1.6. the withholding of all or a proportion or any prize money earned from an event or tournament

11.1.7. a reprimand or censure in respect of conduct

11.1.8. the removal of ranking points

11.1.9. a suspended sanction (being a sanction which is only invoked in the event

that the Member is found to have committed another act of Misconduct within a stated time of the date of the decision, whether or not the further offence took place before the decision)

- 11.1.10. such other sanction(s) as the Disciplinary Committee or the Appeals Committee (as the case may be) shall see fit in all of the circumstances of the case.
- 11.2. In the absence of any agreement, a fine and any costs contribution imposed on a Member pursuant to these Disciplinary Rules must be paid within 28 days of notification. Without if a Member fails to comply with the provisions of this Section the Member concerned will automatically be Suspended. If a Player fails to comply with the provisions of this Section, the fine will be increased by 50%.and interest will be levied on any cots at a rate of 8% above the Bank of England Base Rate.
- 11.3. If a fine or any costs contribution imposed on a Member pursuant to these Disciplinary Rules has not been paid within a further 28 days of notification following Suspension in accordance with Section 11.2 , the Member concerned will be automatically expelled from the Association.
- 11.4. Any financial penalty or order for costs may be enforced by the Association against the Member (or former Member) as a debt.
- 11.5. Where the Disciplinary Committee imposes any period of Suspension that period shall run from the date of the written decision, even if a Notice of Appeal is submitted.
- 11.6. In appropriate cases, the Disciplinary Committee or the Appeals Committee may recommend that a complete dossier of the evidence submitted in the course of the proceedings be prepared and sent by the Head of Integrity to the criminal authorities, with a view to an investigation being undertaken by such authorities to establish whether a criminal offence has been committed. ***In such an event, the Disciplinary Committee or the Appeals Committee (as the case may be) may at its sole discretion determine that that the disciplinary proceedings against the Member be stayed pending the outcome of criminal proceedings and/or the results of any investigation undertaken by such authorities.***

12. Waiver of Minor Procedural Irregularities

- 12.1. Without prejudice to the right of the Disciplinary Committee and the Appeals Committee to regulate their own procedure, where at any time in the course of any disciplinary proceedings carried out under these Disciplinary Rules there has been a breach of procedure or failure to follow any direction given, this shall not invalidate the proceedings unless such breaches have been such as to seriously and irretrievably prejudice the position of the Member concerned.

13. Costs

- 13.1. Each of the Disciplinary Committee and the Appeals Committee may order the person the subject of the proceedings to bear all or some of the costs of the proceedings held before it, including the costs of convening and holding the proceedings including any costs incurred by the WPBSA in relation to those proceedings. Without prejudice to any other sanction, an order as to costs shall be enforceable as a debt.
- 13.2. In the case of an appeal against a minor misconduct offence finding by the Head of Integrity, the Appeals Panel may cause an administrative fee (being an assessment of the costs reasonably incurred or expended by the association in the administration of this process) to be paid by the Member in the event of an unsuccessful appeal.
- 13.3. In exercising the discretion to award costs as set out in Section 13.1 , above, the Disciplinary Committee or the Appeals Committee (as the case may be) should have regard to the regulatory function of the Association and their duty to bring proceedings in accordance with these Disciplinary Rules keeping in mind the duties to safeguard and promote the interests and reputation of the Association, its Members, the sport of snooker and billiards and the individual Member concerned.
- 13.4 No person who has a penalty of any kind imposed upon him/her by a determination of any WPBSA disciplinary matter shall have any claim against the WPBSA, any Committee, Members or any officer, employee, contractor or agent of the WPBSA even if the determination is subsequently found to be invalid or is overturned on appeal.

- 13.5 No costs order can be imposed against the WPBSA or any of its constituent individuals in respect of any decisions relating to disciplinary matters.

14. Agreed findings and sanctions

- 14.1. Where the Head of Integrity has written to a Member in accordance Section 6.1, and without prejudice to the Associations obligations to investigate the matters under consideration and the Member's obligations to cooperate with that investigation, the Member may indicate that he admits or will admit certain allegations the subject of the investigation and the Association, acting by its Head of Integrity may indicate sanctions that it may impose on the Member by way of agreement.
- 14.2. Any agreement as to admitted allegations and sanctions under 14.1 shall be recorded in writing and shall be subject to and become effective on ratification by the Chair of the Disciplinary Committee.
- 14.3. Either party may propose an agreement at any time during the course of an investigation or later disciplinary hearing.

15. Alternative Dispute Resolution

- 15.1. The Head of Integrity, Chair of the Disciplinary Committee or Chair of the Appeals Committee may refer a matter or any issue arising in a matter under its control to arbitration, conciliation, mediation, expert determination or any other appropriate method of alternative dispute resolution.
- 15.2. An assessment of the costs of such referral will be made and the Chair of the Disciplinary Committee may direct that an amount equal to the assessment of the costs of the hearing or any part thereof is deposited with the WPBSA prior to the commencement of any such alternative dispute resolution. The Chair of the Disciplinary Committee shall decide the overall contribution towards any costs to be made by the parties.
- 15.3. The procedural and other rules applying in the forum to which the matter is referred will apply to the resolution of the matter.

- 15.4. If, under the rules applying to the method of alternative dispute resolution chosen, the matter is not finally determined so as to be binding on the person bound by the WPBSA Conduct Regulations after a reasonable attempt has been made to resolve the matter, action may be continued against the person under the WPBSA Conduct Regulations.
- 15.5. The Disciplinary Committee or Appeals Committee may take into consideration any report, recommendation or determination made in the course of the attempted alternative dispute resolution when the Committee makes any determination under the WPBSA Conduct Regulations.

16. Confidentiality

- 16.1. Save where the Disciplinary Committee or the Appeals Committee (as applicable) orders otherwise, all disciplinary proceedings in accordance with these Disciplinary Rules shall take place in private and the public and the press shall have no right of access to the room where the hearing is taking place.
- 16.2. The Disciplinary Committee and the Appeals Committee shall not issue any press statement or conduct any press conferences. All media announcements in relation to any decision of the Disciplinary Committee, or the Appeals Committee shall be made or approved by the Head of Integrity. There shall be no obligation on the Association to make public the sanctions imposed, or findings made in the course of any hearing if, having considered the effect of so doing on the reputation and standing of the Association, its Members and the Member, it believes the prejudicial effect of such disclosure will outweigh the benefits of transparency.

17. Resignation as a Member

- 17.1. Resignation offered by a Member after matters/disciplinary matters have come to the attention of the Association will not be effective until any disciplinary investigation or process has been concluded. However the Association may accept such resignation, but have a continuing right to order or seek costs against the Member or former Member in respect of and to the conclusion of the investigation or disciplinary hearing and to enforce the payment of any costs order or other financial penalty as a continuing obligation of the Member or former Member.

18. Governing Law and Jurisdiction

- 18.1. These Disciplinary Rules and any dispute arising out of or in connection with them (including any dispute or claim relating to non-contractual obligations) shall be governed by and construed in accordance with English law, without regard to its conflict of law rules.

- 18.2. Subject strictly to the internal dispute resolution mechanisms provided for in these Disciplinary Rules, the courts of England and Wales shall have exclusive jurisdiction over any matter arising in relation to these Disciplinary Rules (including any non-contractual disputes or claims).