



CODE OF PRACTICE

Relationship between Governing Bodies of Sport and Interested Parties

Definition: A “National Governing Body of Sport” (NGB) is that national governing or representative body of a particular sport as recognised by the Sports Councils.

Definition: An “Interested party” (IP) includes individuals, private companies and organisations involved in providing goods or services to a National Governing Body, its members or the sport as a whole.

Conflicts of interest

1. As the ultimate regulatory authority for the sport nationally, with the power to set conditions for access to/participation in the sport, including conditions regarding the equipment that can be used, a sport’s NGB is in a dominant position in that market. Any such commercial venture operating within the control of a NGB should produce independent accounts on an annual basis.
2. A NGB should make access to data, initiatives and NGB personnel equally available to all IP’s. In the event of there being an equipment element to any of its programmes or initiatives, the NGB should determine best value through a tendering process, the results of which can be scrutinized by an independent audit if required.
3. No elected, paid or appointed members of a NGB, should have a commercial interest in an IP

Sponsorship

1. The process for an NGB selecting a sponsor should be open, transparent and without favouritism. The NGB should make public (by way of various media) the fact that sponsorship is being sought, making clear the length of the sponsorship, what the selection criteria are and who will be conducting the final selection.
2. Where a NGB receives sponsorship from an IP that is used as matched funding for a grant application for public funding of any sort (including Lottery funds), then the sponsor must not gain any financial benefit from the grant received.
3. Any grant received from public funds cannot be used to purchase goods or services from the sponsor or to promote the sponsor in any shape or form unless specifically agreed with the grant aiding body. Acknowledgement of the sponsor may be included in printed material but any additional costs arising from this acknowledgment must not be resourced from the grant.
4. Where sponsorship received by a NGB includes the supply of goods or services in kind or at reduced cost, then the value of the sponsorship must be clearly defined as the difference in actual cost of the equivalent goods from an alternative lowest tender or independently assessed estimate.

Accreditation

1. Where a NGB receives remuneration or equivalent from an interested party in exchange for a formal recognition or accreditation, then this must be set against an independently established and measured performance specification and should be open to all IP's.
2. Where recognition or accreditation of an IP is restricted in any way, then this must be clearly stated publicly.

Purchasing

1. Total purchases by a NGB that cost in excess of £5000 must result from an open tender procedure to a clear performance specification that does not favour specific suppliers. Any invitation to tender should appear in the public press, websites and, if

appropriate, any sport or sports trade magazine to include Sports & Leisure Management.

Breaches of the Code of Practice

1. In the case of a dispute between a NGB and an IP, a Mediation Panel will be established by The Sports Industries Federation and the Sports Council to assist in the settlement of such disputes.
 2. The process of mediation will be low-cost, speedy, responsive and accessible.
 3. The Sports Councils will have independent disciplinary procedures available to deal with non-compliance.
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