



COVENTRY CITY FOOTBALL CLUB

BANNING & SANCTIONS POLICY

...LET'S ALL SING TOGETHER

#PUSB



Coventry City Football Club Banning & Sanctions Policy

In this Policy:

“**Club**” means Coventry City Football Club Limited

“**Policy**” means this Club Banning & Sanctions Policy

Policy Statement

This Policy is compliant with the requirements and principles of the **Equality Act 2010** and the **EFL’s Supporter Sanctioning Guidance** and will be applied accordingly.

This Policy compliments the **Club’s Ground Regulations**, the **Club’s Ticket Ticketing Terms and Conditions**, and the **Club’s Equality & Diversity Policies**.

This Policy supersedes all other policies’ application of sanctions, as of the date of publication.

Purpose

The purpose of this Policy is to ensure the safety of all visitors to the Coventry Building Society Arena (“**CBS Arena**”) and when attending away matches, regardless of the capacity they are attending in, and enhance the experience of everyone attending matches.

The framework of offences and corresponding sanctions alongside the appeals process outlined in this Policy are designed to give supporters clarity on how the Club will deal with transgressions.

SANCTIONS

The Club adopts a consistent approach regarding the breaches and the sanctions that will be imposed. Proportionality is one of the general principles that govern contractual relations, and it can be expected that it is an underlying principle when resolving contractual disputes. Therefore, any decision that the Club arrives at will be a fair and proportionate response to the breach of ticketing terms and conditions and/or ground regulations.

All sanctions issued by the Club will be subject to a fair process, including the right to appeal. Access to a fair and impartial process demonstrates and underpins the rules of natural justice.

The Club has the discretion to decide the seriousness of breaches and often, they may be categorised as 'lower-level breaches', on most occasions having no police involvement, no criminal proceedings, or prosecution. Therefore, the outcome may not always be punitive and will instead focus on being preventative.

This may be a written warning, suspended Club ban, restorative justice meeting(s), Acceptable Behaviour Contracts and/or a requirement to attend an educational course.

The varying range of sanctions, such as the duration of the ban, will be proportionate to the actions/conduct of the individual, how many times the conduct has taken place over a period of time, and what would be an appropriate sanction for such behaviour.

Suggested Sanctions

Potential breaches are broken down by seriousness and categorised into levels (Level 1 and Level 2). The breaches are explicitly linked to the Club's ticketing terms and conditions, the ground regulations and/or criminal behaviour.

If individual conduct/actions or misbehaviour is not listed below, the Club will use its discretion when deciding whether to issue a Club ban or any other sanction, to be carefully considered and proportionate.

The Club retains full discretion to impose a differing sanction as it deems appropriate based on the merits of each case. However, it is the expectation that any action taken should be within the spirit of this policy.

The EFL has set out suggested sanctions as follows:

LEVEL	BREACH OF REGULATION	POSSIBLE SANCTIONS
1	<ul style="list-style-type: none"> Smoking/vaping in the Stadium Alcohol offences (not involving police) Persistent standing/standing on seats. Anti-social behaviour (e.g., persistent use of foul and abusive language, excessive gesturing towards opposition supporters, 'horseplay' impacting others. Conduct that compromises the safety of spectators and/or others. Non-co-operation with stewards. Ejection from home or away stadium (not leading to police involvement). Refused entry to home or away stadium (not leading to police involvement). 	<ul style="list-style-type: none"> Safety standards letter Written warning Acceptable behaviour contract Suspended Club ban Club ban (maximum three home matches) Five-match ban for breaches away from home Sanction doubled if there is a repeat of the breach within one year

	<ul style="list-style-type: none"> • Reckless/intentional damage to Club property under the value of £100. 	<ul style="list-style-type: none"> • Educational and restorative justice options will also be available
2	<ul style="list-style-type: none"> • Deliberate damage to property • Missile throwing • Pitch encroachment • Reckless/intentional damage to Club property over £100. • Aggressive language/ behaviour • Assault on Club premises • Use or possession of pyrotechnics • Use or possession of illegal drugs • Use of prohibited items as per ground regulations • Serious public disorder/anti-social behaviour • Hate crime/discrimination (including online) • Breach of existing Club ban 	<ul style="list-style-type: none"> • Written warning • Lengthy ban • Indefinite Club ban subject to two-year review • Educational and restorative justice options will also be available

Criminal Investigation

Some of the potential breaches noted above are criminal offences. It is likely that those involved are either arrested at the time, or subsequently invited to an interview by the police. As a result, criminal charges may or may not follow.

Whether or not criminal charges are brought, the appropriateness of a Club ban, along with any other possible sanction is considered on a case-by-case basis. If the circumstances dictate, and the Club considers it proportionate to do so, then a temporary sanction may be applied.

The Club will make the police are aware and that a temporary sanction has been served whilst awaiting the conclusion of police investigations and proceedings. Depending on the nature of the case, and timescales to conclude police investigations, and any potential court hearing, any temporary sanction will be reviewed at periodic intervals.

As soon as practicable or after any police investigation or proceedings have been completed, the individual will be offered the chance to attend a Sanction Panel hearing.

Found Guilty of a Criminal Offence but Not Served a Football Banning Order

The Club will deal with each matter on a case-by-case basis and consider the outcome of the court not to serve a s.14 Football Banning Order per the Football Spectators Act 1989 in addition to a conviction for a criminal offence.

Found Guilty of a Criminal Offence and Served a Football Banning Order

The Club will work closely with our Operational Football Officer (OFO) to ensure the conditions of the Football Banning Order are met.

Hate Crime/Discrimination

Section 14A Football Banning Orders have now been extended to those convicted of online hate crimes that are football related. Information/data may be required by the police/Crown Prosecution Service (CPS) to aid in passing the charging threshold.

The Club is proactive in our approach to any discriminatory language used within the stadium or via its online and supporter social channels. The Club will assist police with evidence from its social media accounts. This language can also extend to the protected characteristics held in the Equality Act 2010.

Where identifiable, individuals using discriminatory language, or language of a bullying nature and/or intended to harm another via social media will be treated as if the offence has been committed at the Club.

Ticketing Offences

The Club recognises that fans will share tickets for either no remuneration or for face value, and whilst this is contrary to the ticketing terms and conditions and statutory regulation, the Club takes a pragmatic approach and uses its discretion when reviewing ticketing offences.

However, the Club does focus on those ticketing offences that fall under the remit of selling tickets for a price more than the face value, using concessionary tickets without entitlement and/or any wilful fraudulent use of a ticket to the financial detriment of a Club. These offences are considered on a case-by-case basis.

The Club has zero tolerance where adult supporters use concessionary tickets for entry, which is a breach of the ticketing terms and conditions. Such offences will result in the tickets being seized and the offender being ejected from the Stadium. In addition, the Club will issue a ban to the owner(s) of the tickets. The length of any ban is at the Club's discretion.

Ticket swapping is not permitted. You should sit in the designated seat stated on the ticket. Fans who swap tickets, or seek to sit in areas other than their designated seat, will have their ticket confiscated and may be subject to a ticketing sanction.

Incidents Away from the Home Football Stadium

If incidents take place away from the Club's home stadium, including on public transport and trains, this may be treated with additional seriousness due to the impact on the Club's reputation, away allocations, kick-off days/ times and policing/stewarding.

The host Club has the discretion to impose a sanction for a breach of the ticketing terms and conditions and/or the ground regulations. If the incident occurs on public transport/trains, and if this is a serious matter, then this will be dealt with by police/British Transport Police.

Criminal Damage/Accidental Damage

Incidents of criminal damage can be dealt with by a Level One or Level Two breach.

For damage that is accidental, this will be dealt with on a case-by-case basis. Solutions may include, but are not limited to, compensation for the damage, restorative justice, a safety standard letter and/or a written warning.

Intentional criminal damage will be dealt with by the police.

Sanctioning Procedure

Offences will be reported to the police or relevant authority, where appropriate. Any case subject to a police investigation will result in a suspension pending conclusion of that investigation.

The Club will deal with each case on an individual basis and reserves the right to use its discretion within the recommended sanction bands provided. In cases where proven offences involve aggravating features such as violent, threatening, or discriminatory behaviour, or where the Club's safety operation is impaired, the Club reserves the right to apply a greater sanction than outlined in this Policy.

Where offences are committed by minors, the Club reserves the right to extend the sanction to their accompanying parent(s) or guardian(s). This includes cases involving entering the field of play and the possession and/or use of pyrotechnics (lit devices), which are defined as handheld flares, fireworks, and smoke bombs.

When a Club suspects an individual has breached ground regulations, terms and conditions of ticketing arrangements or committed an offence, the initial stages of the supporter sanctioning procedure will be initiated.

In some circumstances, a Club ban may not be an appropriate solution and a generic safety letter, a written warning, a restorative justice meeting, an Acceptable Behaviour Contract (see Appendix 2) or a suspended Club ban would be a better solution. However, any Club investigation will set out that based on the evidence, the occurrence of a particular event was more likely than not. This investigation will take place and be completed before an individual is contacted regarding their conduct/the incident.

Investigation & Evidence

Before an individual receives any correspondence from the Club or the imposition of a sanction, a thorough investigation will be carried out. The Club considers the importance of evidence/intelligence and the specific conduct of the person concerned. If any reasonable suspicion amounts, the Club should have sufficient evidence that an individual has breached ground rules, breached ticketing terms and conditions and/or committed a criminal offence. Namely, on the balance of probabilities that the occurrence of the event was more likely than not.

The investigation will rely on a range of evidence sources, including steward incident reports, witness statements, control room radio logs, CCTV, or other video/audio recordings, including those sourced from social media. The Club may also receive information about an individual that has been invited to attend a voluntary police interview and this may also be used as evidence for the investigation.

Notification of Breach

Once evidence is gathered, the individual will be sent written correspondence outlining the outcome of the internal investigation about the alleged breach of ticketing terms and conditions and/or the ground regulations. The Club has the discretion and the flexibility to decide the course of action to be taken at this stage. As mentioned above, this may be a generic safety letter, a written warning, a restorative justice meeting, an Acceptable Behaviour Contract, or a suspended Club ban.

Any correspondence will be sent via a letter to the individual's home address and/or their personal email address if known. If the individual is under the age of 18, a letter will also be sent to the parent/guardian.

Acceptable Behaviour Contracts and Suspended Club Bans

Acceptable Behaviour Contract

If an Acceptable Behaviour Contract or a suspended Club ban is the best course of action, the correspondence will include the following:

- A case reference number;
- An explanation that an Acceptable Behaviour Contract will be drafted/a suspended Club ban can be imposed and what this consists of;
- An outline the evidence the Club has to support the imposition of an Acceptable Behaviour Contract/suspended Club ban and how this decision has been made on the balance of probabilities;
- Notification that the individual will need to speak with the Club to discuss and sign the Acceptable Behaviour Contract, or the offer of a meeting for those served with a suspended Club ban including:
 - The date and time of the meeting/s – this will be within 20 working days of this correspondence. It should be noted that the meeting will only convene on this date after receiving confirmation from the individual in question;
 - The location of the meeting – this can be virtual or in person; and
 - Any reasonable adjustments to be made for the individual/s in attendance;
- If under the age of 18, a parent/guardian must be in attendance;
- Notification that the individual has the right to accept the evidence and the suspended Club ban put forward in this written correspondence without attending a meeting;
- Notification of the right to appeal the decision of a suspended Club ban;
- Notification that the individual must respond to receipt of this correspondence within five working days, including the option to send a letter to a nominated address and/or a nominated email address belonging to the Club. It must also be noted that the Club will acknowledge the individual's response to this initial correspondence within two working days.

It must be noted that if an individual does not respond to the first written correspondence within the specified time above, and there is no subsequent written or verbal acceptance of the sanction posed, the suspended Club ban will be upheld.

With regard to an Acceptable Behaviour Contract, if an individual does not respond to the first written correspondence within the specified time above, and there is no subsequent written or verbal acceptance of the sanction posed, or if the individual fails to attend the agreed meeting, the Club has the option to impose a temporary sanction until the matter is resolved.

Club Ban

If a Club ban is the best course of action, the correspondence should include the following:

- A case reference number;
- An explanation that a sanction can be imposed and what this consists of;
- An outline the evidence the Club has to support the imposition of a sanction and how this decision has been made on the balance of probabilities;
- Notification of the right to attend a Sanction Panel. This will include:
 - An overview of the purpose of the Sanction Panel, i.e., offer the individual a chance to rebut the allegations made, provide any evidence they may have, offer mitigation and/or character references and an opportunity for the Club to put forward their evidence in person; and
 - The date and time of the Sanction Panel – this will be within 20 working days of this correspondence. It should be noted that the Sanction Panel will only convene on this date after receiving confirmation from the individual in question; and
 - The location of the Sanction Panel – this can be virtual or in person; and
 - Any reasonable adjustments to be made for the individual/s in attendance;
- Notification that the individual has the right to accept the evidence and sanction put forward in this written correspondence without attending a Sanction Panel;
- Notification of the right to appeal the decision of the Sanction Panel;
- Notification that the individual must respond to receipt of this correspondence within five working days, including the option to send a letter to a nominated address and/or a nominated email address belonging to the Club. It must also be noted that the Club will acknowledge the individual's response to this initial correspondence within two working days;
- It must be noted that if an individual does not respond to the first written correspondence within the specified time above, and there is no subsequent written or verbal acceptance of the sanction posed, the sanction will be upheld, and the Sanction Panel will not convene on the date noted on the letter.

Options for Individuals at the Initial Stage

Below is a summary of the options available to the individual at this stage of the Supporter Sanctioning procedure:

Option One: The individual will receive the first written correspondence from the Club after the initial investigation and can automatically accept the evidence and the sanction/Acceptable Behaviour Contract. The individual will need to respond to this written correspondence and notify the Club that they accept the sanction or the required attendance for an Acceptable Behaviour Contract. In this instance, the Club will not need to convene the Sanction Panel for a hearing in relation to matters regarding Club bans.

Option Two: As noted above, the individual will receive the first written correspondence from the Club after the initial investigation and can rebut the allegation and/or the length of the Club ban and attend the Sanction Panel hearing.

If the individual has been served a suspended Club ban, the individual should have the right to attend a meeting with the Club and then appeal the decision. If an Acceptable Behaviour Contract is deemed the best course of action, then the individual must attend a meeting with the Club or arrange a discussion to discuss the contractual obligations. The individual will need to respond to this written correspondence and notify the Club that they wish to attend the Sanction Panel hearing or will attend the Acceptable Behaviour Contract meeting.

If an individual does not respond to the first written correspondence within the specified time above, and there is no subsequent written or verbal acceptance of the sanction posed, the suspended Club ban or Club ban will be upheld.

For a Club ban, the Sanction Panel will convene on the date noted in the letter. If an individual states they will attend the Sanction Panel hearing or requests a suspended Club ban meeting and does not attend on the date agreed, the sanction will be upheld in their absence.

If an individual does not attend or respond to the request for an Acceptable Behaviour Contract meeting or does not attend the agreed meeting, a temporary Club ban may be imposed until the meeting has taken place.

Initial Stages of Sanction Panel

Individuals must have been notified via the initial correspondence that they will have an opportunity to attend the Sanction Panel. The Panel hearing will take place within 20 working days of the initial correspondence, and the location of the Sanction Panel can be virtual or in person. Individuals under the age of 18 must be accompanied by their parent/legal guardian in both instances, and they may speak on their behalf. Individuals are also allowed to be accompanied by a nominated individual or individuals who may aid with their contribution to the hearing.

The Club has the discretion to decide the location of the hearing. Under the Equality Act 2010, reasonable adjustments must be made for the individual/s in attendance.

If an individual states they will attend the Sanction Panel hearing but subsequently does not show, the sanction will be upheld, and the individual will be notified within two working days of the sanction to be served.

Sanction Panel Members

The Club has the discretion to decide the constitution of the Sanction Panel.

Panels may be made up of the following:

- A senior member of Club staff at Head of Department level or above
- A member of the Club's Equality Working Group
- A member of the Club's Match Day Operations

Format of the Sanction Panel Hearing

- Introductions
- Notification that the panel hearing will be recorded (minutes/brief notes) and whether they accept their verbal communication being recorded. The recording can be passed to the EFL, IFO or the police along with any evidence the individual may have brought in accordance with the Data Protection Act 2018 (DPA 2018) / General Data Protection Regulations (GDPR)
- Allegations will be put to the individual under investigation
- Opportunity to reply to the allegation
- Evidence will be shown to the individual under investigation
- Any evidence the individual under investigation may have can be put to the panel
- The panel will then be allowed to question the person under investigation
- The Chair will provide a summary of the allegation
- Questions will be allowed from the individual under investigation
- The individual may offer the panel the opportunity to consider character references
- Individuals under investigation will have the opportunity to accept the evidence and sanction proposed in this hearing
- The Chair should explain the nature of the sanction and information that is required/ needed when the duration of the sanction has ceased
- If the individual does not voluntarily accept the evidence and sanction proposed in the hearing, the Chair must inform the individual that a decision will be reached after the hearing and the individual will be notified in writing within two working days.

Sanction Panel Decisions

The decision of the Sanction Panel may cancel, reduce, maintain, or increase the original sanction noted in the first written correspondence to the individual. If the Sanction Panel overturns a 'temporary sanction', the Club may consider, entirely at the Club's discretion, refunding the cost of any matches paid for and missed as a result of the sanction. This will apply to individual match tickets and season tickets.

If this process is taking place during the period in which supporters may renew their season tickets, individuals subjected to proceedings may be allowed to renew their season tickets on the understanding that in the event of a significant Club ban being imposed the entire cost of the ticket may be refunded.

Notification of Sanction Panel Outcome

In all circumstances, the individual will receive written correspondence regarding the outcome of the Sanction Panel within 2 working days of the hearing. This will be posted to the individual's home address and/or personal email address, if known. If the individual is under the age of 18, this correspondence will also be sent to the parent/guardian.

Notification of Sanction Upheld

The correspondence will include the following:

- The case reference number
- An explanation that the sanction is upheld and will be imposed, reduced, or increased, and an explanation as to why this change has taken place
- An outline the evidence that the Club has to support the imposition of a sanction including reference to the minutes taken in the Sanction Panel hearing and the panel deliberations
- Provide an overview of what the sanction consists of, i.e., duration and any requirements to satisfy the sanction imposed. This may also include the requirement to attend an educational programme
- Provide any information that may be necessary for the individual once the sanction has ceased
- Notification of the right to appeal the decision of the Sanction Panel and provide the necessary correspondence details and what needs to be included in the appeal.

Notification of Sanction Withdrawn

The correspondence will include the following:

- The case reference number
- Explain why the sanction has been withdrawn
- An outline of the evidence that the Club has to support the withdrawal of a sanction including reference to the minutes taken in the Sanction Panel hearing and panel deliberations
- Provide any information that may be necessary for the individual concerning access to the stadium or purchasing of tickets now that the sanction has been overturned, i.e., what the individual can do after receipt of this correspondence
- If the Sanction Panel has overturned a 'temporary sanction', entirely at the Club's discretion, the correspondence may outline that the Club has considered refunding the cost of any matches paid for and missed as a result of the sanction along with details will be provided as to how this refund will be issued.

Appeals

If the Sanction Panel upholds the decision to provide a sanction, or if the nature of the sanction is subsequently altered due to the Sanction Panel hearing, an appeal

will be offered. An appeal will also be offered to those individuals served with a suspended Club ban as they are not required to attend a Sanction Panel hearing.

The appeal should be submitted in writing along with supporting evidence as appropriate to a panel at the Club who will act remotely to consider the appeal and provide a final decision.

Any appeal must be sent to the Club within 15 working days of receiving the written correspondence from the Club that outlines the outcome of the Sanction Panel, or after a meeting with the Club regarding the imposition of a suspended Club ban.

Supporter Appeal Correspondence

The appeal must include the following:

- Name
- Address
- Telephone number
- Sanction panel case number/Case number for suspended Club bans
- Outline of the investigation
- Sanction imposed (and any amendments to that sanction as a result of the Sanction Panel hearing)
- Details of the individual's appeal
- Any supporting evidence (as appropriate).

Supporters will receive a letter acknowledging receipt of their appeal within two working days.

Appeal Panel

Any appeal should be made directly to the Club. The appeal will be assessed by a panel not involved in the original Sanction Panel or investigation.

In assessing the appeal, the Club may seek guidance from the following organisations to reach a fair and proportionate decision:

- EFL
- Premier League
- Sports Ground Safety Authority
- FSA
- or other regulatory authority.

Appeal Decision

The Club's appeal panel may also uphold, increase, reduce, or withdraw the original sanction.

If the appeal panel withdraws or reduces a sanction, entirely at the Club's discretion, the Club may refund the cost of any matches paid for and missed as a result of the sanction. This will apply to individual match tickets and season tickets.

Notification of Appeal Panel Decision

The appeal panel will notify the individual in writing. The correspondence will be via a letter to the individual's home address and/or personal email address within 15 working days. If the individual is under the age of 18, the correspondence will also be sent to the parent/guardian.

The correspondence will:

- Provide the case reference number
- Acknowledge the appeal and any evidence submitted
- Provide an explanation that the appeal is rejected and the sanction is upheld
- Outline that the evidence submitted as part of the appeal has been assessed and a risk assessment has been carried out
- Any other comments necessary to provide justification
- Provide an explanation that an appeal is upheld and the sanction overturned
- Outline evidence that was submitted as part of the appeal has been assessed and a risk assessment has been carried out
- Any other comments necessary to provide justification
- If a sanction is to remain in place, provide an overview of what the sanction consists of, i.e., duration and any requirements to satisfy the sanction imposed
- Provide any information that may be necessary for the individual once the sanction has ceased
- The Club also has the discretion at this point to offer educational courses to the individual in question – noting above that educational courses can reduce the sanction if attended and the individual is fully engaged
- Notification of the right to contact the IFO and provide the necessary contact details.

Dissatisfaction with Appeal Decision

As noted above, if an individual is not satisfied with the outcome of the appeal, they will be advised that they can take their case to the IFO.

Independent Football Ombudsman (IFO)

Individuals can submit their case to IFO for review after the avenue of appeal has been exhausted. The IFO acts as a check and balance and is the final stage within football's regulatory framework and complaints procedure. They are accredited as an Approved Alternative Dispute Resolution (ADR) Body under the 2015 Alternative Dispute Resolution for Consumer Disputes (Competent Authorities and Information)

Regulations. If the Club has dealt with an appeal in full and has reached a final decision, then the IFO can review whether due process was followed and if the appeal was managed properly.

In these circumstances, the IFO does not offer an alternative interpretation of rulings, but an examination of whether a complaint/appeal has been handled appropriately. The IFO can ask a Club to revisit their decision, however, the IFO's rulings are not legally binding. If the Club disagrees with the IFO's recommendation/s, the Club will publish the reasons why and provide a clear alternative solution.

Independent Football Ombudsman
Premier House
1-5 Argyle Way
Stevenage
Hertfordshire
SG1 2AD

Email: contact@theifo.co.uk

Website: www.theifo.co.uk

Individual Complaints

At any point throughout the Club ban process, if an individual has a complaint – not involving the decision of a Sanction Panel Hearing or the Appeal Panel – the individual has a right to contact the EFL. The EFL attempts to resolve complaints within 28 working days. All details of complaints are recorded, and information may be provided to the IFO as part of the reporting process if the individual wishes to take the complaint to the IFO.

Restorative Justice

Restorative justice brings those harmed by crime or conflict, or organisations whose regulations have been breached, into communication with those responsible.

This practice can be used anywhere to prevent further conflict, build relationships, and repair harm where a conflict has already arisen, by enabling people to communicate effectively and positively. This practice by Clubs can support individuals to recognise that their conduct/ actions can affect others, that they should be responsible for their choices and can be held accountable for them if repeated. It will enable the Club to help individuals reflect on how they interact with each other and consider how best to prevent further conflict.

To achieve this, a facilitated restorative meeting can be held. This will be in a controlled environment to talk about the conflict that has been caused and find a

way to repair this. It will improve the mutual understanding of an issue and jointly reach the best available solution.

Education

Sanctioning individuals in terms of prohibiting entry is not always a suitable option for some individuals and, therefore, a different approach may be taken. Running educational initiatives to improve awareness amongst the Club's supporter base, or tailored sessions to those that have breached the ticketing and terms and conditions and/or ground regulations could be more beneficial.

It is already well established that educational schemes, such as those aimed at racism in football, have demonstrated that the nature and scope of having individuals involved with such schemes can have a positive impact on the attitude and behaviour of those who engage and attend. The Club may request that individuals partake in sessions delivered by organisations such as:

- Fans for Diversity
- Kick it Out
- Show Racism the Red Card
- Local and national charitable organisations
- Local constabularies
- Local and national educational programmes.

Temporary Sanctions

Sanctions imposed by the Club are also independent of any other investigation and/or sanctions that may be imposed by third parties eg the police.

In some circumstances, a 'temporary sanction' may be applied. In these circumstances, if the Club reasonably believes that there is a genuine risk of reoffending and/or any health or safety risk to supporters, staff, or members of the police, then the Club reserves the right to impose a temporary sanction before making any further decisions. This will be in accordance with the relevant sanctions listed below and only reserved for serious breaches. It is common practice that an awareness of police involvement with an individual means the Football Club's immediate position is an automatic Club ban, pending the police outcome.

Temporary sanctions are served after a thorough risk assessment of the individual and issued on a case-by-case basis. Temporary sanctions are reserved for the most serious cases such as affray and/or violent disorder and persistent behaviour that is contrary to ground regulations and/or ticketing terms and conditions.

LEVEL 1 SANCTIONS

The outcome of each case is decided on merit. Most Level One breaches will have no police involvement. However, the Club may report an incident to the police or seek police support depending on the circumstances. Any decision against an individual will be made on the balance of probabilities.

The Club reserves the right to decide whether or not any sanction applies to prohibiting entry to the home stadium for the purpose of attending a football match, or if the sanction shall apply to the premises as a whole, i.e. Club shop, ticket office and training ground – this list is not exhaustive. Further discretion is applied to whether football matches involving other teams representing the Club, eg Under-21s matches, will fall within the remit of the sanction served. The football matches covered for the duration of the sanction can, therefore, encompass all competitions, including pre-season friendlies and can be carried over into a subsequent season dependent on timing.

For all Level One and Level Two breaches, if a child under the age of 18 contravenes ticketing terms and conditions and/or ground regulations, or commits a criminal offence and is accompanied by an adult who is deemed responsible for the child, a Club can consider imposing a sanction on the child as well as the accompanying adult.

If an adult receives a sanction and there is a parent/child season ticket in place, the child may still be permitted to attend the games with a nominated adult or family member using the sanctioned adult's season ticket.

In all instances of a Level One or Level Two breach, if an individual is required to attend an educational workshop series/course, and completes this, the Club has the discretion to reduce the sanction imposed. Similarly, if an individual automatically accepts the sanction posed in the first initial correspondence, admits to their conduct/actions and assures the Club there will not be any repetition of said conduct, the Club has the option to be more lenient with the sanction, with the possibility of a reduction, i.e. three-match sanction to one match, or rescinding a one match sanction, if possible, and keeping the written warning on record.

Sanction 1: Level One Breach:

An individual will receive either a safety standards letter, a written warning, or an Acceptable Behaviour Contract. In relation to a suspended Club ban or a Club ban, this should be a maximum **three** home-match ban.

Sanction 2: Level One Breach (Away from the Home Stadium):

An individual can receive an increased exclusion from home matches to a maximum of **five** games.

Consideration will be given to the implementation of the maximum sanction for an incident that is a minor breach. Instead, a more educational or restorative justice route may be taken.

If incidents take place away from the home stadium, including those on public transport and trains, this may be treated with additional seriousness due to the impact on the Club's reputation, away allocations, kick-off days/ times and policing/stewarding. The host Club has the discretion to impose a sanction for a breach of ticketing terms and conditions and/ or ground regulations. If the incident occurs on public transport/trains, if this is a serious matter, then this should be dealt with by the police/ British Transport Police.

When imposing a sanction for an incident at an away stadium, information received from a host Club will, as far as possible, replicate what a home Club would act on to ensure proportionality. The absence of meaningful supporting evidence should be properly considered by the home Club.

Sanction 3: Repetition of Level One Breach:

If any Level One breach is repeated within one year, the initial sanction will be doubled with the warning that any future repetition of such breaches will necessitate a Club ban of up to two seasons.

Details of incidents are not automatically shared with the police. Rather, serious consideration is given as to whether doing so is necessary to prevent and detect serious crime and prevent future incidents of such behaviour.

Information regarding Sanction 1 and Sanction 2 will be kept for a maximum of one year by the Club. Details regarding incidents satisfying Sanction 3 will be kept for a maximum of two years by the Club.

Sanctions are imposed in the following order:

Safety Standards Letter

The Club has the discretion to issue a safety letter if an individual has demonstrated behaviour that may be a detriment to a safe and enjoyable environment. The behaviour/incident does not need to be deliberate or with malice, however the Club will highlight the concerns and that if the behaviour/incident were to occur again, it could lead to a potential Level One or Level Two breach.

Written Warning

The Club has the option to issue a written warning for behaviour that is not tolerable and may fall under a Level Once breach. A written warning is issued as a deterrent to any future misbehaviour/incidents and is deemed to be a more lenient/proportionate sanction to the level of behaviour/incident that has occurred.

Acceptable Behaviour Contract

An Acceptable Behaviour Contract is utilised by the Club at its discretion and as a proportionate response to the behaviour/incident. The Acceptable Behaviour Contract is a written agreement between the Club and the individual. In signing the agreement, the individual agrees to abide by the terms specified, eg: for an individual not to persistently stand or to sit in their allocated seat at home matches.

The Acceptable Behaviour Contract can be issued to any individual over the age of 10 and where the individual is under the age of 18, their parent/guardian will be involved in the process. The duration of the agreement is discretionary. It is reviewed frequently to ensure that it is still fit for purpose, does not require amending or if the individual is demonstrating improved behaviour. The Club has the discretion to extend, amend or terminate the agreement at any point.

If the Acceptable Behaviour Contract is breached, this can be used as evidence to illustrate that further sanctions are required. If further action is required, it will be proportionate.

Suspended Club Ban

The Clubs has the discretion to issue a suspended Club ban. The suspension element of this sanction acts as a proportionate and fair response to Level One breaches, particularly those that may have been a one-off incident. The nature of such sanction ensures that the individual's behaviour should improve and may act as a deterrent to any future misbehaviour/incidents. As with all sanctions, a suspended Club ban will be proportionate and necessary. An individual will have the right to meet with the Club and the right to appeal.

Club Ban

The Club has the discretion to issue a Club ban for Level One and Level Two breaches. A Club ban is deemed the most serious of the sanctions available and any decision by the Club to issue such a sanction will be carefully considered, proportionate and necessary based on the merits of each case.

LEVEL 2 SANCTIONS

The outcome of each case will be decided on merit. The Club reserves the right to decide whether or not any sanction applies to prohibiting entry to the home stadium for the purpose of attending a football match, or if the sanction shall apply to the premises as a whole, i.e. Club shop, ticket office and training ground. Further discretion is applied to whether football matches involving other teams representing the Football Club, i.e. Under 21s etc, will fall within the remit of the sanction served.

The football matches covered for the duration of the sanction can, therefore, encompass all competitions, including pre-season friendlies and can be carried over into a subsequent season dependent on timing.

Sanction 4: Level Two Breach:

There is no minimum or maximum sanction, and any sanction is solely at the discretion of the Club. However, careful consideration will be given to each case, with a standardised procedure that is fair, proportionate, and free from bias.

It is the intention that any decision reached by the Sanction Panel will be proportionate to the breaches listed under Level Two. Unless determined by a criminal prosecution for a life ban, bans of a longer duration than 3 years will be termed as an 'Indefinite Club Ban' that will be subject to review at stated intervals no longer than two years apart.

Listed below are circumstances in which the Club will act regarding Level Two breaches:

No further action was taken by police in relation to Level Two breaches

In such circumstances, any temporary sanction can be lifted after full consideration of the evidence including the outcome of the court hearing/trial or police investigation unless there are compelling reasons not to do so. Where appropriate, the Club is, of course, entitled to ask an individual in for a discussion about future behaviour and suggest attendance at the necessary educational workshops/courses before a sanction is lifted.

Charged with an offence but found not guilty of a football-related offence

In such circumstances, Clubs can consider the action they wish to take in respect of these circumstances. Any temporary sanction should be lifted after full consideration of the evidence including the outcome of the court hearing/trial or police investigation unless there is a good reason not to do so. Where appropriate, the Club is, of course, entitled to ask an individual for a discussion about future

behaviour and suggest attendance at the necessary educational workshops or courses before a sanction is lifted.

Pleads/found guilty but no Football Banning Order (FBO) imposed:

An individual may have been subjected to a temporary sanction pending the outcome of their case. The Club reserves the right to issue a sanction, however, the Club will consider why a court has not served a Football Banning Order. A conviction will not automatically result in a Club sanction. Consideration of an immediate return to the Club in these circumstances is treated on merit, ideally after a meeting with the individual so a risk assessment can be made as to the suitability of their return.

Pleads/found guilty and Football Banning Order imposed

In these circumstances, the Club does not need to issue a Club ban. Instead, continued work with the police or the Club's OFO will be needed to ensure the imposition of the FBO and its conditions are being upheld. Once the Football Banning Order has concluded, the Club may invite individuals for a 'return to football' meeting.

Discrimination Breaches/Hate Crime Offences

Increasingly there is more emphasis on education being part of any outcome and restorative justice, will where appropriate and with the full agreement of any victim, be another outcome considered by the Club. Neither means that a Club ban should not be part of an outcome.

Once an individual has come under suspicion of discriminatory language or behaviour, either at a match or online, a temporary sanction will be imposed pending the outcome of a thorough investigation.

In cases without robust supporting evidence outcomes are decided on the balance of probabilities and justified in writing. Once it has been established, on the balance of probabilities, that there was discriminatory conduct, the individual will be invited to attend an education session run by a suitable education provider. Education and/or restorative justice should take place as soon as possible after any incident of discriminative language or behaviour. Once feedback from that session has been provided to the Club, with the consent of the individual, then the Club will decide on an appropriate sanction before inviting the individual to a hearing.

Ticketing Breaches/Offences

The Club takes a pragmatic approach to ticketing breaches/offences. The Club uses its discretion on a case-by-case basis and imposes sanctions ranging from a written warning to a lengthy Club ban.

Where there has been wilful fraudulent use of a ticket to the financial detriment of the Club, costs should be paid back to the Club after a mutually agreed repayment plan.

Details of incidents will not automatically be shared with the police. Rather, serious consideration should be given as to whether doing so is necessary to prevent and detect serious crime and prevent future incidents of such behaviour.

Due to the seriousness and nature of some of the breaches in Level Two and the varying sanctions that can be imposed, a maximum time frame cannot be provided regarding the storing of data. Information will only be kept for as long as it is deemed necessary by the Club.

Impact of Decisions of the Sanction Panel/Appeal on Imposed Sanctions

If a temporary sanction has been imposed before the sanction panel hearing and the panel agrees to reduce or withdraw the sanction or if the appeal panel indicate that a sanction should be reduced or withdrawn, this raises two key considerations outlined below:

Time Served

If a temporary sanction has been served, if an individual is subject to a Club ban and the appeal panel overturns or reduces the decision of the sanction panel, the time already served will be classified as part of the original sanction and will be deducted from any time remaining.

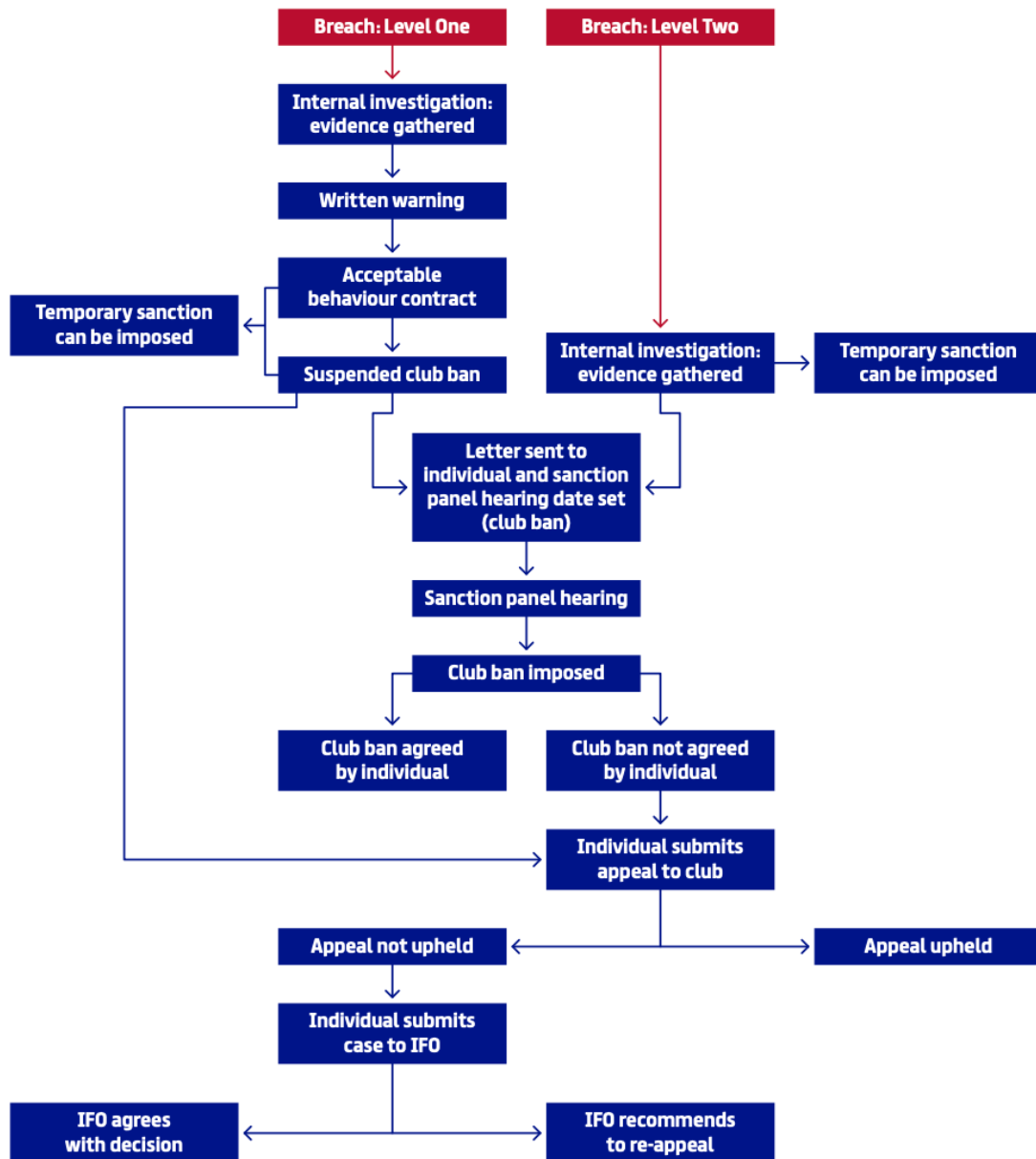
Reimbursement

If a temporary sanction has been served, if an individual is subject to a Club ban and the appeal panel overturns or reduces the decision of the sanction panel, the time already served will be classified as part of the original sanction and will be deducted from any time remaining. As a result of this, the individual may have missed attendance at football matches. If the individual had already purchased individual tickets for those matches or owns a season card, the Club will reimburse in full.

Data Protection

The Club complies with Data Protection Legislation (Data Protection Act 2018 and the General Data Protection Regulations) and personal information will only be shared and/or processed where there is a legitimate and lawful reason for doing so.

OPERATIONAL CHART: SUPPORTER SANCTIONING PROCEDURE



**Coventry City Football Club
Acceptable Behaviour Agreement**

Code of Conduct

No supporter will be eligible to return to the Stadium following a Club ban unless they have signed a Code of Conduct agreement in the form set out below.

In addition, the supporter will be required to attend before the banning panel for a review meeting prior to any ban being removed.

THIS AGREEMENT is made between Coventry City Football Club Limited and:

Full Name

Date of Birth

Age

Address

Post Code

Supporter Number

I agree that at all times whilst present in the Stadium or on the footprint of the Stadium (home or away) that I will comply with all and any reasonable instructions and directions of any Club official or steward, any police officer or any other safety service.

I agree to comply with all of the Stadium Ground Regulations in relation to any fixture involving the Club, whether a home or away fixture.

I understand that further action could be taken by the Club including, but not limited to, the withdrawal of any Club membership and/or match ticket and/or season ticket (without reimbursement) and any other Club related benefits.

This Code of Conduct will be kept on record for a period of 25 home fixtures from the signed date below.

DECLARATION

I confirm that I have read and understood this Code of Conduct and will abide by its terms, and any breach of this will result in a Club ban for a period of time deemed necessary and proportionate by the Club.

Signed: _____ Date: _____

If under the Club age of 18 Years

Signed: _____ Date: _____

Name _____

Relationship: Mother / Father / Legal Guardian

Signed on behalf of the Club:

_____ Date: _____