



Beach Tennis Tour

ITF BEACH TENNIS TOUR CODE OF CONDUCT 2018

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**ITF BEACH TENNIS TOUR
CODE OF CONDUCT
2018**

ARTICLE I: GENERAL

References in this Code of Conduct (“Code”) to the “ITF Executive Director” shall hereafter mean the ITF Executive Director of ITF Circuits.

A. PURPOSE

The International Tennis Federation promulgates this Code of Conduct (Code) in order to maintain fair and reasonable standards of conduct by players, Related Persons and the organisers of ITF Beach Tennis Tour Tournaments and to protect their respective rights, the rights of the public and the integrity of the sport of Beach Tennis. All references to the International Tennis Federation or the ITF shall mean the ITF Limited.

B. EXCLUSIVE APPLICABILITY

This 2018 ITF Beach Tennis Tour Code of Conduct shall be the exclusive basis for disciplinary action against any player, Related Person or tournament in ITF sanctioned Beach Tennis Tour Tournaments, except to the extent that disciplinary jurisdiction is established in relation to such Tournaments under (i) the Tennis Anti-Doping Programme; (ii) the Tennis Anti-Corruption Program; and/or (iii) the ITF Welfare Policy.

C. FINES

All monetary fines set forth in the Code are in US Dollars.

A player who has accumulated \$500 or more in unpaid fines for violations of this Code of Conduct shall not be allowed to enter any ITF Beach Tennis Tour tournament until such time as all fines have been paid.

A player who has outstanding fines at the end of the calendar year will not be allowed to enter any ITF Tour tournament until such time as all fines have been paid.

D. TOURNAMENT REFEREE

The approved Tournament Referee for each ITF Beach Tennis Tour Tournament shall be the final authority for the interpretation of these Tournament Rules and Regulations, Code of Conduct and the Rules of Beach Tennis as to all matters arising that require immediate resolution at the tournament site.

ARTICLE II: ENTRY OFFENCES

A. APPLICABILITY

This Article shall apply to all ITF Beach Tennis Tour tournaments.

B. ENTRY OFFENCES

1. Late Withdrawal

Any withdrawal from a doubles team accepted into the Main Draw or Qualifying that occurs after the Withdrawal Deadline shall be considered a late withdrawal and will be penalised, except in the below circumstances:

- a) A doubles team who is on the Qualifying Acceptance List but who is still playing in another Beach Tennis Tour tournament at the time of the Qualifying sign-in deadline, provided the doubles team withdraws before the Qualifying sign-in closes;
- b) The provisions of Article II, B, 3 One Tournament apply.

2. No Show

A doubles team will have committed a No Show Offence if:

- a) the team is accepted into the Qualifying and fails to sign in by the Qualifying Sign-In Deadline; or
- b) the team is accepted into the Main Draw and fails to arrive on-site for their first match in the tournament. The Supervisor may waive the No Show Offence for a doubles team which arrives on-site after the scheduled commencement time for the team's first match, and penalise the team for the On-Site Offence of Punctuality instead.

For the purpose of this rule, both players in a team shall be penalised under the Code of Conduct.

Violation of this Section shall subject a team to a fine up to \$250.

In circumstances that are flagrant and particularly injurious to the success of the ITF Tournament, or are singularly egregious, a single violation of this Section shall also constitute the Major Offence of "Aggravated Behaviour".

3. One Tournament

a. No player who has entered and been accepted into the Qualifying or Main Draw of an ITF Beach Tennis Tour tournament shall play in any other beach tennis event during the period of such tournament except as hereinafter provided.

Participation by a player in an alternative tournament is only permitted in the following specific circumstances, provided he/she first submits an official withdrawal for the tournament he/she was originally committed to, prior to its sign-in deadline:

i. If a player chooses to enter into a non-prize money event that is taking place in conjunction with a prize money event offering \$15,000 or above, he/she is permitted to compete in the non-prize money event if unsuccessful in qualifying for the prize money tournament. Under no circumstances may the player compete in the Main Draw of both tournaments.

- ii. Player is nominated to represent his/her country in an official team competition recognised by the ITF;
- iii. Player is nominated to receive a Wild Card offering higher event status (i.e. moving from a Qualifying event to a Main Draw event) into an ITF Beach Tennis Tour tournament;
- iv. Player is nominated to receive a Wild Card into an ITF Beach Tennis Tour tournament in a higher prize money category;

Violation of this Section shall result in a fine up to \$250 in addition to any other late withdrawal fines provided in the Code.

In circumstances that are flagrant and particularly injurious to the success of an ITF Beach Tennis Tour tournament, or are singularly egregious, a single violation of this Section shall also constitute the Major Offence of “Aggravated Behaviour”.

C. WILD CARDS

No player, directly or indirectly, shall offer, give, solicit, receive or accept, or agree to offer, give, solicit, receive or accept anything of value in exchange for a Wild Card. Violation of this section by a player shall result in a fine of up to \$ 1,000.

In circumstances that are flagrant and particularly injurious to the success of an ITF Beach Tennis Tournament, or are singularly egregious, a single violation of this Section shall also constitute the Major Offence of “Aggravated Behaviour”.

D. DETERMINATION AND PENALTY

The ITF or ITF Supervisor shall make such investigation as is reasonable to determine the facts regarding all entry offences and upon determining that a violation has occurred shall specify the fine and/or other punishment therefore and where possible notify the player.

E. PAYMENT OF FINES

All fines levied for entry offences shall be paid by the player within ten (10) days after the notice thereof is provided.

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F. FALSIFYING OFFICIAL DOCUMENTATION

Should a player submit documentation that the ITF deems to be false evidence, including, but not limited to, documents pertaining to tournament entry and withdrawal and Code of Conduct appeals, the player shall be subject to a fine of up to \$250 in addition to any other fines provided in the Code.

In circumstances that are flagrant and particularly injurious to the success of the tournament, or are singularly egregious, a single violation of this section shall also constitute the Major Offence of “Aggravated Behaviour”.

G. APPEALS

Any player found to have committed an Entry Offence may, after paying all fines as above provided, appeal to the ITF Internal Adjudication Panel, which shall determine the matter in accordance with its Procedural Rules (save that there shall be no right of appeal against the ITF Internal Adjudication Panel's decision). The appeal shall be made in writing and must be filed with the ITF by 5.00pm GMT within fourteen (14) days from the date the player is notified of the violation (the "Notice of Appeal"). The Notice of Appeal must include a statement by the player as to the facts and circumstances of the incident along with any other evidence the player wishes to submit.

(i) Remissions of Fines

Under extraordinary circumstances a player has the right to appeal a Late Withdrawal or No Show fine to the ITF Internal Adjudication Panel provided such appeal is filed within fourteen (14) days of the last day of the tournament. Such extraordinary circumstances must be substantiated by documentation. There shall be no right of appeal from the ITF Internal Adjudication Panel's decision.

ARTICLE III: ON-SITE OFFENCES

A. GENERAL

Every player, and in relation to team competitions the team Captain, team members, extra players, coach, trainer or officials attached to either the Host Nation or the participating teams, shall, during all matches and at all times while within the precincts of the site of an ITF Beach Tennis Tour Tournament, conduct himself/herself in a professional manner. The provisions below shall apply to each player's conduct while within the precincts of each such site, and reference to the site shall include tournament hotels, transport, all tournament facilities and locations of tournament functions or activities.

B. PUNCTUALITY

Matches shall follow each other without delay in accordance with the announced order of play. The order of play shall be posted at a highly visible place in a general players' area as designated by the Tournament Referee.

Matches shall be called in accordance with the order of play using all available and reasonable means. Players shall be ready to play when their matches are called.

1. Any player not ready to play within ten (10) minutes after his match is called may be fined \$50.
2. Any player not ready to play within fifteen (15) minutes after his match is called may be fined up to an additional \$200 and shall be defaulted unless the Tournament Referee in his sole discretion, after consideration of all relevant circumstances, elects not to declare a default. The Player may also be subject to the additional penalties set out in Article III, O.

This Section applies only to those players who are or have been on-site during the Tournament Week.

C. DRESS AND EQUIPMENT

Every player shall dress and present himself/herself for play in a professional manner. Clean and customarily acceptable beach tennis attire shall be worn.

Any player who violates this Section may be ordered by the Tournament Referee to change his/her attire or equipment immediately. Failure of a player to comply with such order may result in an immediate default. (The ITF reserves the right to interpret the following rules so as to give effect to the intent and purposes of these Rules and Regulations).

1. Unacceptable Attire

Players shall wear appropriate clothing at all times during play including warm-up (i.e. no bare chest).

a. Footwear

The use of shoes, including trainers and tennis shoes, is not permitted. The use of sand socks (as determined by the Referee) is permitted. The Tournament Referee has the authority to determine that the footwear being used does not constitute a sand sock and can prohibit its use at ITF Beach Tennis Tour events.

2. Doubles Teams

In an official ITF or regional team competition, members of a doubles team shall be dressed in substantially the same colours. At other Tour events members of a doubles team should make best efforts to be dressed in substantially the same colours.

3. Identification/Advertising/Slogans

Manufacturer's and non-manufacturer's identification are allowed on clothing, accessory (such as hat, wristband and headband) and equipment.

No identification shall be permitted on player's clothing or equipment that promotes/displays tobacco products, hard liquor products, political activity or other category deemed to be detrimental to the sport of tennis, the ITF or the Beach Tennis Tour.

Notwithstanding anything to the contrary hereinabove set forth the identification by use of the name, emblem, logo, trademark, symbol or other description of any tennis circuit, series of tennis events, tennis exhibition, tennis tournament, any other sport or entertainment event other than the ITF Pro Circuit is prohibited on all dress or equipment, unless otherwise approved by the ITF.

In the event the utilisation of any of the foregoing permitted commercial identifications would violate any governmental regulation with respect to television, then the same shall be prohibited.

4. Warm-up Clothing

Players may wear warm-up clothing during the warm-up and during a match provided it complies with the foregoing provisions and provided further that the players obtain approval of the Tournament Referee prior to wearing warm-up clothing during a match.

D. TIME VIOLATION / DELAY OF GAME

Following the expiration of the warm-up period play shall be continuous and a player shall not unreasonably delay a match for any cause.

A maximum of twenty (20) seconds shall elapse from the moment the ball goes out of play at the end of the point until the time the ball is struck for the serve of the next point.

When changing ends a maximum of ninety (90) seconds shall elapse from the moment the ball goes out of play at the end of the game until the time the serve is struck for the next game. However, after the first game of each set and during a tie-break, play shall be continuous and the players shall change ends without a rest period.

At the conclusion of each set, regardless of the score, there shall be a set break of one hundred and twenty (120) seconds from the moment the ball goes out of play at the end of the set until the time the serve is struck for the next set.

If a set ends after an even number of games, there shall be no change of ends until after the first game of the next set.

The receiver shall play to the reasonable pace of the server and shall be ready to receive within a reasonable time of the server being ready. A Time Violation may be issued prior to the expiration of twenty (20) seconds if the receiver's actions are delaying the reasonable pace of the server.

The first violation of this Section shall be penalised by a Time Violation - Warning and each subsequent violation shall be penalised by the assessment of one Time Violation - Point Penalty.

When a violation is a result of a medical condition, refusal to play or not returning to the court within the allowed time a Code Violation (Delay of Game) penalty shall be assessed in accordance with the Point Penalty Schedule.

E. AUDIBLE OBSCENITY (AOB)

Players shall not use an audible obscenity within the precinct of the tournament site. Violation of this Section shall subject a player to a fine up to \$100 for each violation. In addition, if such violation occurs during a match (including the warm-up), the player shall be penalised in accordance with the Point Penalty Schedule below. In circumstances that are flagrant and particularly injurious to the success of a tournament, or are singularly egregious, a single violation of this Section shall also constitute the Major Offence of "Aggravated Behaviour" and shall be subject to the additional penalties below.

For the purposes of this Rule, audible obscenity is defined as the use of words commonly known and understood to be profane and uttered clearly and loudly enough to be heard by the Court Officials or spectators.

F. VISIBLE OBSCENITY (Vob)

Players shall not make obscene gestures of any kind within the precincts of the tournament site. Violation of this Section shall subject a player to a fine up to \$100 for each violation. In addition, if such violation occurs during a match (including the warm-up), the player shall be penalised in accordance with the Point Penalty Schedule below. In circumstances that are flagrant and particularly injurious to the success of a tournament, or are singularly egregious, a single violation of this Section shall also constitute the Major Offence of “Aggravated Behaviour” and shall be subject to the additional penalties below therefore.

For the purposes of this Rule, visible obscenity is defined as the making of signs by a player with his hands and/or racket or balls that commonly have an obscene meaning.

G. VERBAL ABUSE (VA)

Players shall not at any time directly or indirectly verbally abuse any official, opponent, sponsor, spectator or other person within the precincts of the tournament site.

Violation of this Section shall subject a player to a fine up to \$100 for each violation. In addition, if such violation occurs during a match (including the warm-up), the player shall be penalised in accordance with the Point Penalty Schedule below. In circumstances that are flagrant and particularly injurious to the success of a tournament, or are singularly egregious, a single violation of this Section shall also constitute the Major Offence of “Aggravated Behaviour” and shall be subject to the additional penalties below therefore.

For the purposes of this Rule, verbal abuse is defined as a statement about an official, opponent, sponsor, spectator or other person that implies dishonesty or is derogatory, insulting or otherwise abusive.

H. PHYSICAL ABUSE (PhA)

Players shall not at any time physically abuse any official, opponent, spectator or other person within the precincts of the tournament site.

Violation of this Section shall subject a player to a fine up to \$100 for each violation. In addition, if such violation occurs during a match (including the warm-up), the player shall be penalised in accordance with the Point Penalty Schedule below. In circumstances that are flagrant and particularly injurious to the success of a tournament, or are singularly egregious, a single violation of this Section shall also constitute the Major Offence of “Aggravated Behaviour” and shall be subject to the additional penalties below therefore.

For the purposes of this Rule, physical abuse is the unauthorised touching of an official, opponent, spectator or other person.

I. ABUSE OF BALLS (BA)

Players shall not violently, dangerously or with anger hit, kick or throw a beach tennis ball within the precincts of the tournament site except in the reasonable pursuit of a point during a match (including the warm-up). Violation of this Section shall subject a player to a fine up to \$100 for each violation. In addition, if such violation occurs during a match (including the warm-up), the player shall be penalised in accordance with the Point Penalty Schedule below.

For the purposes of this Rule, abuse of balls is defined as intentionally hitting a ball out of the enclosure of the court, hitting a ball dangerously or recklessly within the court or hitting a ball with negligent disregard of the consequences.

J. ABUSE OF RACKETS OR EQUIPMENT (RA)

Players shall not violently or with anger hit, kick or throw a racket or other equipment within the precincts of the tournament site. Violation of this Section shall subject a player to a fine up to \$100 for each violation. In addition, if such violation occurs during a match (including the warm-up), the player shall be penalised in accordance with the Point Penalty Schedule below.

For the purposes of this Rule, abuse of rackets or equipment is defined as intentionally and violently destroying or damaging rackets or equipment or intentionally and violently hitting the net, court, umpire's chair or other fixture during a match out of anger or frustration.

K. COACHING AND COACHES (CC)

Players shall not receive coaching during a match (including warm-up) (except in team competitions by the captain as permitted by the Rules of Tennis and the regulations). Communications of any kind, audible or visible, between a player and a coach (includes representative or relative of player) may be construed as coaching. Players shall also prohibit their coaches (1) from using audible obscenity within the precincts of the tournament site, (2) from making obscene gestures of any kind within the precincts of the tournament site, (3) from verbally abusing any official, opponent, spectator or other person within the precincts of the tournament site, (4) from physically abusing any official, opponent, spectator or other person within the precincts of the tournament site and (5) from giving, making, issuing, authorising or endorsing any public statement within the precincts of the tournament site having, or designed to have, an effect prejudicial or detrimental to the best interest of the tournament and/or of the officiating thereof.

Violation of this Section shall subject a player to a fine up to \$150 for each violation. In addition, if such violation occurs during a match (including the warm-up), the player shall be penalised in accordance with the Point Penalty Schedule below. In circumstances that are flagrant and particularly injurious to the success of a tournament, or are singularly egregious, a single violation of this section shall also constitute the Major Offence of "Aggravated Behaviour" and shall be subject to the additional penalties below therefore and the Tournament Referee may order the Coach to be removed from the site of a match or the precincts of the tournament site and may declare an immediate default of such player.

For the purposes of this Rule, a "coach" shall also include any representative and/or relative of a player.

L. UNSPORTSMANLIKE CONDUCT (UnC)

Players shall at all times conduct themselves in a sportsmanlike manner and give due regard to the authority of officials and the rights of opponents, spectators and others. Violation of this Section shall subject a player to a fine up to \$100 for each violation. In addition, if such violation occurs during a match (including the warm-up), the player

shall be penalised in accordance with the Point Penalty Schedule below. In circumstances that are flagrant and particularly injurious to the success of a tournament, or are singularly egregious, a single violation of this Section shall also constitute the Major Offence of “Aggravated Behaviour” and shall be subject to the additional penalties below therefore.

For the purposes of this Rule, unsportsmanlike conduct is defined as any misconduct by a player that is clearly abusive or detrimental to the Competition, the ITF or the sport of tennis. In addition, unsportsmanlike conduct shall include, but not be limited to, the giving, making, issuing, authorising or endorsing any public statement having, or designed to have, an effect prejudicial or detrimental to the best interests of the sport, its administrators, the tournament and/or the officiating thereof.

M. BEST EFFORTS (BE)

A player shall use his best efforts to win a match when competing in an ITF Beach Tennis Tour Tournament. Violation of this section shall subject a player to a fine up to \$100 for each violation.

For purposes of this Rule, the Tournament Referee and/or the Chair Umpire shall have the authority to penalise a player in accordance with the Point Penalty Schedule. In circumstances that are flagrant and particularly injurious to the success of a tournament, or are singularly egregious, a single violation of this Section shall also constitute the Major Offence of “Aggravated Behaviour” and shall be subject to the additional penalties below therefore.

N. LEAVING THE COURT (LC)

A player shall not leave the court area during a match (including the warm-up) without the permission of the Tournament Referee and/or the Chair Umpire. Violation of this Section shall subject a player to a fine up to \$100 for each violation. In addition the player may be defaulted and subjected to the additional penalties for Failure to Complete Match as below.

O. FAILURE TO COMPLETE MATCH OR TOURNAMENT (FCM)

A player must complete a match in progress, and complete the tournament unless he is reasonably unable to do so. Violation of this Section shall subject a player to a fine up to \$100. In addition a violation of this Section shall subject a player to immediate default and shall also constitute the Major Offence of “Aggravated Behaviour” and shall be subject to the additional penalties below therefore.

P. CEREMONIES (Cer)

A player participating in the finals of an ITF Beach Tennis Tour Tournament must attend and participate in the final ceremonies after the match unless he/she is reasonably unable to do so. Violation of this Section shall subject a player to a fine up to \$100.

Q. MEDIA CONFERENCE (MC)

Unless injured and physically unable to appear, a player or team must attend the post-match media conference(s) organised immediately or within thirty (30) minutes after the conclusion of each match whether the player or team was the winner or loser, unless

such time is extended or otherwise modified by the Tournament Referee for good cause. Violation of this Section shall subject a player to a fine up to \$100.

R. POINT PENALTY SCHEDULE

The Point Penalty Schedule to be used for violations set forth above is as follows:

FIRST offence	WARNING
SECOND offence	POINT PENALTY
THIRD and each subsequent offence	GAME PENALTY

However, after the third Code Violation, the Tournament Referee shall determine whether each subsequent offence shall constitute a default.

The imposition of a penalty under the Point Penalty Schedule shall be final and unappealable.

S. DEFAULTS

The Tournament Referee may declare a default for either a single violation of this Code (Immediate Default) or pursuant to the Point Penalty Schedule set out above.

In all cases of default, the decision of the Tournament Referee shall be final and unappealable.

Subject to the exceptions specified below, any player who is defaulted shall be subject to the following additional penalties:

- a. loss of all prize money, hospitality and points earned for that event at that tournament; and
- b. a fine of up to \$250 in addition to any or all other fines levied with respect to the offending incident, and:
- c. at the ITF Supervisor/Referee's discretion, default from all other events, if any, in that tournament.

The exceptions to the additional penalties set out above are:

- a. the player or team was defaulted for a violation of the Punctuality or Dress and Equipment provisions set forth in Article III. B and C, or
- b. the player or team was defaulted as a result of a medical condition, or
- c. the player's doubles partner committed the Code Violation which caused the default.

Default of a player from the remainder of the tournament may include at the Tournament Referee's discretion, the removal, of accreditation and denial of access to the site. A default as a result of a violation by Team Member other than the player may subject that Team Member to removal of accreditation, and at the Referee's discretion, denial of access to the site.

T. APPLICATION OF CODE

1. Warnings/Point Penalties/Game Penalties/Defaults

Warnings, Point Penalties, Game Penalties and/or a default if assessed for violation of the Code shall be assessed against the team.

2. Fines

Fines for violation of Article III C.2 of the Code relating to the requirement of substantially identical attire shall be assessed against the team. All other fines for violation of Article III of the Code shall be assessed only against the individual member of the team who is in violation unless both members of the team are in violation.

U. DETERMINATION AND PENALTY

The Tournament Referee shall make such investigation as is reasonable to determine the facts regarding all On-Site Offences and upon determining that a violation has occurred shall specify the fine and/or other punishment therefore and give written notice thereof to the player.

V. PAYMENT OF FINES

All fines levied for entry offences shall be paid by the player within ten (10) days after the notice thereof is provided.

W. APPEALS

Any player found to have committed an On-Site Offence may appeal the determination of a violation and/or the punishment imposed under Section U above to the ITF Internal Adjudication Panel, which shall determine the matter in accordance with its Procedural Rules (save that there shall be no right of appeal against the ITF Internal Adjudication Panel's decision).

The appeal shall be made in writing and must be filed with the ITF by 5.00pm GMT within fourteen (14) days of the last day of the event (the "Notice of Appeal"). The Notice of Appeal must include a statement by the player as to the facts and circumstances of the incident along with any other evidence the player wishes to submit.

ARTICLE IV: MAJOR OFFENCES

A. WAGERS

No player or Related Person (defined hereinafter as including, but not limited to, coaches, therapists, trainers, management representatives, family, and business associates) shall wager anything of value in connection with any ITF Beach Tennis Tour Tournament. Violation of this Section by a player, directly or indirectly through a Related Person or others, shall subject the player to a fine up to \$1,000 or the amount of prize money won at the tournament, whichever is greater, and a maximum penalty of permanent suspension from play in all Tournaments.

Violation of this Section shall subject a Related Person to a maximum penalty of permanent revocation of accreditation and denial of access to all ITF Beach Tennis Tour Tournament

B. BRIBES OR OTHER PAYMENTS

No player or Related Person shall offer, give, solicit or accept, or agree to offer, give, solicit or accept, anything of value to or from any person with the intent to influence any player's efforts or participation in any ITF Beach Tennis Tour Tournament. Violation of this Section by a player, directly or indirectly through a Related Person or others, shall subject the player to a fine up to \$1,000 or the amount of prize money won at the tournament, whichever is greater, and a maximum penalty of permanent suspension from play in all ITF Beach Tennis Tour Tournaments.

Violation of this Section shall subject a Related Person to a maximum penalty of permanent revocation of accreditation and denial of access to all ITF Beach Tennis Tour Tournaments.

C. AGGRAVATED BEHAVIOUR

No player or Related Person at any ITF Beach Tennis Tour Tournament shall engage in "Aggravated Behaviour" which is defined as follows:

1. One or more incidents of behaviour designated in this Code as constituting "Aggravated Behaviour";
2. One incident of behaviour that is flagrant and particularly injurious to the success of an ITF Beach Tennis Tour, or is singularly egregious;
3. A series of two (2) or more violations of this Code within a twelve (12) month period which singularly do not constitute "Aggravated Behaviour", but when viewed together establish a pattern of conduct that is collectively egregious and is detrimental or injurious to the ITF Beach Tennis Tour Tournaments.

In addition, any player or Related Person who, directly or indirectly, offers or provides or receives any money, benefit or consideration to or from any other

Covered Person or third party in exchange for access and/or accreditation to the tournament site shall be deemed to have engaged in Aggravated Behaviour and be in violation of this Section.

Violation of this Section by a player, directly or indirectly through a Related Person or others, shall subject a player to a fine of up to \$5,000 or the amount of prize money won at the tournament, whichever is greater, and a maximum penalty of permanent suspension from play in any ITF tournament, event or circuit.

Violation of this Section shall subject a Related Person to a maximum penalty of permanent revocation of accreditation and denial of access to any ITF tournament, event or circuit.

D. CONDUCT CONTRARY TO THE INTEGRITY OF THE GAME

No player or Related Person shall engage in conduct contrary to the integrity of the Game of Beach Tennis. If a player is convicted of the violation of a criminal or civil law of any country, the player may be deemed by virtue of such conviction to have engaged in conduct contrary to the integrity of the Game of Beach Tennis and the ITF Executive Director may provisionally suspend such player from further participation in ITF Beach Tennis Tour tournaments pending a final determination in Section E. In addition, if a player has at any time behaved in a manner severely damaging to the reputation of the sport, the player may be deemed by virtue of such behaviour to have engaged in conduct contrary to the integrity of the Game of Beach Tennis and be in violation of this Section. Violation of this Section by a player, directly or indirectly through a Related Person or others, shall subject a player to a fine up to \$5,000 and/or to a maximum penalty of permanent suspension from play in any ITF tournament, event or circuit.

Violation of this Section shall subject a Related Person to a maximum penalty of permanent revocation of accreditation and denial of access to any ITF tournament, event or circuit.

E. DETERMINATION AND PENALTY

The ITF will investigate all facts concerning any alleged Major Offence. All Players and Related Persons must cooperate fully with such investigations. The ITF may make a written demand to a Player or Related Person (a "Demand") to furnish to the ITF any information that may evidence or lead to the discovery of evidence of a Major Offence, including (without limitation) requiring the Player or other Related Person to attend an interview and/or to provide a written statement setting forth his/her knowledge of the relevant facts and circumstances. The Player or Related Person must furnish such information within seven business days of the making of such Demand, or within such other deadline as may be specified by the ITF.

Where, as the result of an investigation under this Article IV.E, the ITF forms the view that a Player or Related Person has a case to answer for commission of a Major Offence, the ITF shall refer the matter to the Review Board.

Review Board

The ITF shall identify one or more individuals who are independent of the ITF and who have the expertise required by the nature of the particular case to form the Review Board and to review the evidence to determine whether there is a case to answer. The ITF shall

send the entire dossier of evidence to the Review Board member(s). Where necessary, the Review Board may request that the ITF provide additional information for the Review Board's consideration. There shall be no obligation for the Review Board to meet in person to deliberate. However, any decision by the Review Board that the Player or other Person has a case to answer must be unanimous.

Where the Review Board concludes that there is no case to answer, then the ITF shall notify the Player or Related Person and any other party with a right of appeal, and (subject to the rights of appeal) the matter shall not proceed any further.

When the Review Board determines that a Player or Related Person has a case to answer, the ITF will send a written notice to the Player or Related Person (the "Notice of Charge"), with a copy to the Chairman of the Independent Tribunal, setting out:

- (a) the Major Offence(s) alleged to have been committed, a summary of the facts upon which such allegations are based;
- (b) the potential consequences applicable if it is determined that the alleged Major Offence has been committed; and
- (c) the Player or Related Person's entitlement to respond to the Notice of Charge in one of the following ways:
 - (i) to admit the Major Offence(s) charged, and accede to the consequences specified in the Notice of Charge;
 - (ii) to admit the Major Offence(s) charged, but to dispute and/or seek to mitigate the consequences specified in the Notice of Charge, and to have the Independent Tribunal determine the consequences at a hearing; or
 - (iii) to deny the Major Offence(s) charged, and to have the Independent Tribunal determine the charge and (if the charge is upheld) any consequences, at a hearing;
- (d) if the Player or Related Person wishes to exercise his/her right to a hearing before the Independent Tribunal, he/she must submit a written request for such a hearing so that it is received by the ITF as soon as possible, but in any event within 10 days of the Player or Related Person's receipt of the Notice. The request must also state how the Player or Related Person responds to the charge in the Notice and must explain (in summary form) the basis for such response. In the event no such response is received by that deadline, the Player or Related Person will be deemed to have admitted the Major Offence(s) charged, and to have acceded to the consequences specified in the Notice of Charge.

In the event that the ITF withdraws the Notice of Charge, or the Player or Related Person admits the Major Offence(s) charged and accedes to the consequences specified by the ITF (or is deemed to have done so), a hearing before the Independent Tribunal shall not be required. Instead the ITF shall promptly issue a decision confirming (as applicable) its withdrawal of the Notice of Charge or the commission of the Major Offence(s) and the imposition of the specified consequences, and shall send a copy of the decision to the Player or Related Person.

Provisional Suspension

At the time, afterwards, or (exceptionally) before, it issues a Notice of Charge, the ITF may impose a Provisional Suspension on the Player or Related Person in question pending determination of the charge(s), where it considers it necessary to protect the integrity and/or reputation of the Competition, the ITF, and/or the sport of tennis.

Where a Provisional Suspension is imposed, the ITF shall notify the Player or Related Person of his/her right:

(a) at his/her election, to make an application to the Chairman of the Independent Tribunal convened to hear his/her case, either immediately or at any time prior to the full hearing, for an order that the Provisional Suspension should not be imposed (or, if the Provisional Suspension has been imposed, that it should be vacated). The Chairman of the Independent Tribunal, sitting alone, will rule on the application as soon as reasonably practicable; and

(b) to have the proceedings before the Independent Tribunal expedited so that the hearing is held, and the charge against him/her is determined, as soon as possible, consistent with the requirements of due process.

In circumstances where the ITF decides not to impose a Provisional Suspension, the Player or Related Person shall be offered the opportunity to accept a voluntary Provisional Suspension pending the resolution of the matter. If the Player or Related Person wishes to accept the offer (and receive credit against any period of suspension that might be imposed), the Player or Related Person must communicate his/her acceptance in writing to the ITF, in a form acceptable to the ITF.

No admission shall be inferred, or other adverse inference drawn, from the decision of a Player or Related Person (a) not to make an application to avoid (or to vacate) a Provisional Suspension, or (b) to accept a voluntary Provisional Suspension.

A Player or Related Person may not, during the period of any Provisional Suspension, play, coach or otherwise participate in any capacity in any tournament, event or circuit owned or sanctioned by the ITF.

Any period of Provisional Suspension served by the Player or Related Person (whether imposed or voluntarily accepted in writing, in a form acceptable to the ITF) shall be credited against any period of suspension imposed by the Independent Tribunal, provided that the Player or Related Person must have respected the terms of the Provisional Suspension in full. No credit against a period of suspension shall be given for any time period before the effective date of the Provisional Suspension (whether imposed or voluntarily accepted in writing, in a form acceptable to the ITF), regardless of the Player's or Related Person's status or lack of participation during such period. If a period of suspension is served pursuant to a decision that is subsequently appealed, then the Player or Related Person shall receive a credit for such period of Provisional Suspension served against any period of suspension that may ultimately be imposed on appeal.

Hearing

If the Player or Related Person charged exercises his/her right to a hearing, the matter shall be referred to the Independent Tribunal and shall be resolved in accordance with the Independent Tribunal's Procedural Rules.

F. COMMENCEMENT OF PENALTY

A suspension imposed on a Player for a Major Offence shall take effect from the later of the following, unless specified otherwise by the Independent Tribunal or the ITF when issuing the suspension:

(a) the date of the notification by the ITF or Independent Tribunal;

- (b) if the Player is participating in a Tournament on the date of notification, the day after he or she finishes competing in that Tournament.

Any penalties imposed on a Player or Related Person other than suspension from play shall take effect immediately upon notification.

G. PAYMENT OF FINES

All fines levied by the Independent Tribunal for Major Offences shall be paid by the player to the ITF within thirty (30) days after receipt of written notice thereof. If the fine is not paid in thirty (30) days:

(a) the ITF Executive Director will instruct the next ITF Beach Tennis Tour Tournament to withhold prize money due to the player until settlement is made; and

(b) the Player's fine will be added to the Player's unpaid fines and Article I.C shall apply

H. APPEAL

The ITF, the Player and/or the Related Person may appeal the Independent Tribunal's decision to the Court of Arbitration for Sport. The appeal proceedings shall be conducted in accordance with the CAS Code of Sports-related Arbitration, in the English language, and shall be governed by English Law.

ARTICLE V: MEDICAL CONTROL – ANTI-DOPING POLICY

Any Player, Player Support Personnel or other Person who enters or participates in the ITF Beach Tennis Tour shall be bound by and shall comply with all of the provisions of the ITF Tennis Anti-Doping Programme 2017.

The ITF Tennis Anti-Doping Programme 2017 is set out in full on the ITF website (www.itftennis.com/antidoping) and in a separate rulebook that is published and distributed by the ITF to all National Associations. The ITF Tennis Anti-Doping Programme 2017 is also available upon application.

ARTICLE VI: TOURNAMENT OFFENCES

A. APPLICABILITY

This Article shall apply to each ITF Beach Tennis Tour Tournament and Applicant. References in this Article to a "Tournament" shall hereafter mean an ITF Beach Tennis Tour Tournament or applicant for such a tournament, and where applicable refers to the legal entity (personal or corporate) that is applying for, administering, operating or otherwise organising the ITF Beach Tennis Tour Tournament.

B. GUARANTEES

The owner(s), operator(s), sponsor(s) or agent(s) of a Tournament shall not offer, give or pay money or anything of value, nor shall such a tournament permit any other person or entity to offer, give or pay money or anything of value to a player, directly or indirectly, to influence or guarantee a player's appearance at a Tournament other than prize money and permitted amateur expenses, unless authorised to do so by the Committee. Violation of this Section shall subject the Tournament to a fine up to \$1,000 plus the amount or value of any such payment, disqualification and loss of sanction, and/ or forfeiture of all sums, if any, previously paid to the ITF. In the event the ITF Executive Director believes that a Tournament may be violating this Section, then upon demand the Tournament must furnish or cause to be furnished to the ITF Executive Director or his agent access to and copies of all records to which it has access relating in any way to such alleged guarantee, or, in the absence of such records, an affidavit setting forth the facts in detail with respect to any transaction under question by the ITF Executive Director.

C. WILD CARDS

No Tournament, directly or indirectly, shall offer, give, solicit, receive or accept, or agree to offer, give, solicit, receive or accept anything of value in exchange for a Wild Card. Violation of this section shall subject the Tournament to a fine of up to \$1,000, forfeiture of all sums, if any, previously paid to the ITF and or withdrawal of its sanction.

D. CONDUCT CONTRARY TO THE INTEGRITY OF THE GAME

No Tournament, or any owner, promoter or operator thereof, shall engage in conduct contrary to the integrity of the Sport.

Violation of this Section shall subject the Tournament to a fine up to \$1,000 and/or forfeiture of all sums, if any, previously paid to the ITF.

E. ITF BEACH TENNIS TOUR RULES AND REGULATIONS

No Tournament shall violate any provisions of the ITF Beach Tennis Tour Rules and Regulations. Violation of this Section shall subject the tournament to a fine up to \$1,000, forfeiture of all sums, if any, previously paid to the ITF and/or withdrawal of its sanction.

F. LATE CANCELLATION

No Tournament shall cancel less than sixty (60) days prior to the scheduled commencement of the event.

Violation of this section shall subject the Tournament to a fine of up to \$1,000, forfeiture of all sums, if any, previously paid or due to the ITF, reimbursement of unrecoverable expenses incurred and/or denial of subsequent Applications.

G. DETERMINATION AND PENALTY

The ITF shall cause an investigation to be made of all facts concerning any alleged Tournament Offence by a Tournament and shall provide written notice of such

investigation to the Tournament involved. The Tournament must cooperate fully with such investigations.

The ITF may make a written demand to a Tournament (a "Demand") to furnish to the ITF any information that may evidence or lead to the discovery of evidence of a Tournament Offence, including (without limitation) requiring the Tournament to attend an interview and/or to provide a written statement setting forth its knowledge of the relevant facts and circumstances. The Tournament must furnish such information within seven business days of the making of such Demand, or within such other deadline as may be specified by the ITF.

Where, as the result of an investigation under this Article VI.G, the ITF forms the view that a Tournament has a case to answer for commission of a Tournament Offence, the ITF shall refer the matter to the Review Board.

Review Board

The ITF shall identify one or more individuals who are independent of the ITF and who have the expertise required by the nature of the particular case to form the Review Board and to review the evidence to determine whether there is a case to answer. The ITF shall send the entire dossier of evidence to the Review Board member(s). Where necessary, the Review Board may request that the ITF provide additional information for the Review Board's consideration. There shall be no obligation for the Review Board to meet in person to deliberate. However, any decision by the Review Board that the Player or other Person has a case to answer must be unanimous.

Where the Review Board concludes that there is no case to answer, then the ITF shall notify the Tournament and any other party with a right of appeal, and (subject to the rights of appeal) the matter shall not proceed any further.

When the Review Board determines that a Tournament has a case to answer, the ITF will send a written notice to the Tournament (the "Notice of Charge"), with a copy to the Chairman of the Independent Tribunal, setting out:

- (a) the Tournament Offence(s) alleged to have been committed, a summary of the facts upon which such allegations are based;
- (b) the potential consequences applicable if it is determined that the alleged Tournament Offence has been committed; and
- (c) the Tournament's entitlement to respond to the Notice of Charge in one of the following ways:
 - (i) to admit the Tournament Offence(s) charged, and accede to the consequences specified in the Notice of Charge;
 - (ii) to admit the Tournament Offence(s) charged, but to dispute and/or seek to mitigate the consequences specified in the Notice of Charge, and to have the Independent Tribunal determine the consequences at a hearing; or
 - (iii) to deny the Tournament Offence(s) charged, and to have the Independent Tribunal determine the charge and (if the charge is upheld) any consequences, at a hearing;
- (d) if the Tournament wishes to exercise its right to a hearing before the Independent Tribunal, it must submit a written request for such a hearing so that it is received by the ITF as soon as possible, but in any event within 10 days of the Tournament's receipt of the Notice. The request must also state how the Tournament responds to the charge in the Notice and must explain (in summary form) the basis for such

response. In the event no such response is received by that deadline, the Tournament will be deemed to have admitted the Tournament Offence(s) charged, and to have acceded to the consequences specified in the Notice of Charge.

In the event that the ITF withdraws the Notice of Charge, or the Tournament admits the Tournament Offence(s) charged and accedes to the consequences specified by the ITF (or is deemed to have done so), a hearing before the Independent Tribunal shall not be required. Instead the ITF shall promptly issue a decision confirming (as applicable) its withdrawal of the Notice of Charge or the commission of the Tournament Offence(s) and the imposition of the specified consequences, and shall send a copy of the decision to the tournament.

Hearing

If the tournament charged exercises its right to a hearing, the matter shall be referred to the Independent Tribunal and shall be resolved in accordance with the Independent Tribunal's Procedural Rules.

H. PAYMENT OF FINES

All fines levied by the Independent Tribunal for Tournament Offences shall be paid by the tournament to the ITF within thirty (30) days after receipt of written notice thereof.

I. APPEALS

Any Tournament found to have committed a Tournament Offence may, after paying all fines as above provided, appeal the decision of the Independent Tribunal to the Court of Arbitration for Sport. The appeal proceedings shall be conducted in accordance with the CAS Code of Sports-related Arbitration, in the English language, and shall be governed by English Law.

ARTICLE VII: WELFARE POLICY

Any player that enters and/or participates in ITF Beach Tennis Tour, and any Player Support Team Member of any player that enters and/or participates in ITF Beach Tennis Tour shall be bound by and shall comply with the provisions of the Welfare Policy set out in Appendix A.

ARTICLE VIII: RECIPROCITY

The ITF reserves the right to ask the ITF Internal Adjudication Panel to affirm, modify or reject with respect to any or all tournaments, events or Circuits owned or sanctioned by the ITF a suspension or other sanction issued against a Covered Person (as defined in Appendix A - ITF Welfare Policy) either by or on behalf of the ITF pursuant to a conduct or disciplinary process under any ITF code or policy or by any national or regional association.

The ITF Internal Adjudication Panel shall have the right in its absolute discretion to share information concerning any complaint against a Covered Person with and/or conduct an investigation in conjunction with any other national or regional association or any other tennis organisation or any other relevant authorities. The ITF Internal Adjudication Panel

may also refer the complaint and/or any information received during the course of investigating an allegation or prosecuting a charge to any authorities it considers appropriate in its absolute discretion. The ITF shall have the absolute discretion, where it deems appropriate, to stay its own investigation pending the outcome of investigations being conducted by any national or regional association, any other tennis organisations and/or any relevant authorities.

A decision by the ITF Internal Adjudication Panel to affirm, modify or reject a suspension or other sanction issued against a Covered Person may be appealed by the Covered Person to the Independent Tribunal, which shall determine the matter in accordance with its Procedural Rules (save that there shall be no right of appeal against the Independent Tribunal's decision).

ARTICLE IX: INTERPRETATIONS

Any person or entity subject to this Code may file with the ITF Internal Adjudication Panel a request for an interpretation or clarification of the Code and/or its applicability and effect on a particular event or transaction.

ARTICLE X: NOTICE

All written communications to the ITF Executive Director should be addressed as follows, unless notice of change is subsequently published:

ITF Executive Director, Professional Tennis
International Tennis Federation
Bank Lane
Roehampton
London SW15 5XZ
England
Tel: (44) 20 8878 6464

Fax: (44) 20 8392 4777

A. PLAYER

Notice that a player is being investigated pursuant to a possible Major Offence charge shall be served personally upon him. Service of any other document required by the Code shall be deemed complete if mailed to the subject player at his home address or other address designated by the player.

B. TOURNAMENT

Service of any document on an ITF Beach Tennis Tour Tournament as required by this Code shall be deemed complete if mailed to the ITF Beach Tennis Tour Tournament Director along with a copy to the Tournament Administrator.

ARTICLE XI: AMENDMENTS

This ITF Beach Tennis Tour Code of Conduct may only be amended, repealed or otherwise modified, in whole or in part, by the ITF Board of Directors.

APPENDIX A

WELFARE POLICY

Any coach, trainer, manager, agent, medical or para-medical personnel and/or family member, tournament guest, or other similar associate of any player (together “Player Support Team Member”), any player and any tournament personnel, such as an official, tournament director, staff, volunteer, sponsor, health care provider, ITF staff member and members of the media (together “Credentialed Person”) shall conduct himself/herself in a professional manner at all times and in accordance with this ITF Welfare Policy. In this ITF Welfare Policy Player Support Team Members, players and Credentialed Persons shall be defined as “Covered Persons”.

a. Elements of the Welfare Policy.

i. Application

Covered Persons shall be familiar with, and must abide by, this ITF Welfare Policy.

ii. Unfair and/or Discriminatory Conduct

a) Covered Persons shall not engage in unfair or unethical conduct including any attempt to injure, disable or intentionally interfere with the preparation or competition of any player.

b) Covered Persons shall not discriminate in the provision of services on the basis of race, ethnicity, gender, national origin, religion, age or sexual orientation.

iii. Abuse of Authority; Abusive Conduct

a) Covered Persons shall not abuse his or her position of authority or control, and shall not attempt to or compromise the psychological, physical or emotional wellbeing of any player.

b) Covered Persons shall not engage in abusive conduct, either physical or verbal, or threatening conduct or language directed toward any Covered Person, parent, spectator or member of the press/media.

c) Covered Persons shall not exploit any player relationship to further personal, political or business interests at the expense of the best interests of the player.

iv. Sexual Conduct

In order to prevent sexual abuse and the negative consequences resulting from the imbalance of a dual relationship, sexual conduct of any kind between any player and his/her Player Support Team Members and/or Credentialed Persons is discouraged.

In addition, the following conduct is specifically prohibited:

a) Covered Persons shall not make sexual advances towards, or have any sexual contact with, any player who is (i) under the age of 17, or (ii) under the age

of legal majority in the jurisdiction where the conduct takes place or where the player resides.

b) Covered Persons shall not sexually abuse a player of any age. Sexual abuse is defined as the forcing of sexual activity by one person on another person (i) of diminished mental capacity; or (ii) by the use of physical force, threats, coercion, intimidation or undue influence.

c) Covered Persons shall not engage in sexual harassment - for example, by making unwelcome advances, requests for sexual favours or other verbal or physical conduct of a sexual nature where such conduct may create an intimidating, hostile or offensive environment.

d) Player Support Team Members and Credentialed Persons shall not share a hotel room with a player who is (1) under the age of 17, or (2) under the age of legal majority in the jurisdiction where the hotel is located or where the player resides, unless such Player Support Team Member or Credentialed Person is the player's parent or is related to the player and authorised in writing by the player's parent. Penalties will apply to any underage player who is found to have violated this Hotel Room Policy. These penalties can include: forfeiture of points from the tournament(s) where the violation occurred and/or monetary fines equal to the amount of the hotel room rates and/or forfeiture of hotel per diem rates as applicable, for the tournament(s) where the violation occurred. Such penalty shall be in addition to any penalties that may be imposed on the Player Support Team Member or Credentialed Person pursuant to sub-Section b) below.

v. **Criminal Conduct**

Covered Persons shall comply with all relevant criminal laws. For greater certainty and without limiting the foregoing, this obligation is violated if a Covered Person has been convicted of or entered a plea of guilty or no contest to a criminal charge or indictment involving (a) an offence involving use, possession, distribution or intent to distribute illegal drugs or substances, (b) an offence involving sexual misconduct, harassment or abuse, or (c) an offence involving child abuse. Further, this obligation may be violated if a Covered Person has been convicted of or entered a plea of guilty or no contest to an offence that is a violation of any law specifically designed to protect minors.

vi. **Anti-Doping Activity**

Covered Persons shall not commit any offence under the terms of the ITF's Anti-Doping Programme or aid, abet, counsel or procure in any way any person's offence under that Programme.

vii. **Conduct in General**

Covered Persons shall not conduct himself or herself in a manner that will reflect unfavourably on the ITF, any tournament, event or circuit owned or sanctioned by the ITF (the "ITF Tournaments"), any player, official or the game of tennis.

b. Violations/Procedures

i. Any individual who believes that any Covered Person has failed to meet his or her obligations under this Welfare Policy may file a written complaint with the ITF. That complaint shall identify the complainant and state specifically the

nature of the alleged misconduct. Upon receipt of such a complaint, or if the ITF itself considers that there has been an apparent violation of this Welfare Policy, the ITF shall promptly investigate the matter to consider whether there has been a breach of this Welfare Policy (a “Welfare Offence”).

- ii. All Covered Persons must cooperate fully with such investigations. The ITF may make a written demand to a Covered Person (a "Demand") to furnish to the ITF any information that may evidence or lead to the discovery of evidence of a Welfare Offence, including (without limitation) requiring the Covered Person to attend an interview and/or to provide a written statement setting forth his/her knowledge of the relevant facts and circumstances. The Covered Person must furnish such information within seven business days of the making of such Demand, or within such other deadline as may be specified by the ITF.
- iii. Where, as the result of an investigation under this Appendix A, the ITF forms the view that a Covered Person has a case to answer for commission of a Welfare Offence, the ITF shall refer the matter to the Review Board.

Review Board

- iv. The ITF shall identify one or more individuals who are independent of the ITF and who have the expertise required by the nature of the particular case to form the Review Board and to review the evidence to determine whether there is a case to answer for a breach of this Welfare Policy (a “Welfare Offence”). The ITF shall send the entire dossier of evidence to the Review Board member(s). Where necessary, the Review Board may request that the ITF provide additional information for the Review Board’s consideration. There shall be no obligation for the Review Board to meet in person to deliberate. However, any decision by the Review Board that the Player or other Person has a case to answer must be unanimous.
- v. Where the Review Board concludes that there is no case to answer, then the ITF shall notify the Covered Person and any other party with a right of appeal, and (subject to the rights of appeal) the matter shall not proceed any further.
- vi. When the Review Board determines that a Covered Person has a case to answer, the ITF will send a written notice to the Covered Person (the “Notice of Charge”), with a copy to the Chairman of the Independent Tribunal, setting out:
 - (a) the Welfare Offence alleged to have been committed, and a summary of the facts upon which such allegations are based;
 - (b) the potential consequences applicable if it is determined that the alleged Welfare Offence has been committed; and
 - (c) the Covered Person's entitlement to respond to the Notice of Charge in one of the following ways:
 - (i) to admit the Welfare Offence(s) charged, and accede to the consequences specified in the Notice of Charge;
 - (ii) to admit the Welfare Offence(s) charged, but to dispute and/or seek to mitigate the consequences specified in the Notice of Charge, and to have the Independent Tribunal determine the consequences at a hearing; or
 - (iii) to deny the Welfare Offence(s) charged, and to have the Independent

- Tribunal determine the charge and (if the charge is upheld) any consequences, at a hearing;
- (d) if the Covered Person wishes to exercise his/her right to a hearing before the Independent Tribunal, he/she must submit a written request for such a hearing so that it is received by the ITF as soon as possible, but in any event within 10 days of the Covered Person's receipt of the Notice. The request must also state how the Covered Person responds to the charge in the Notice and must explain (in summary form) the basis for such response. In the event no such response is received by that deadline, the Covered Person will be deemed to have admitted the Welfare Offence(s) charged, and to have acceded to the consequences specified in the Notice of Charge.
- vii. In the event that the ITF withdraws the Notice of Charge, or the Covered Person admits the Welfare Offence(s) charged and accedes to the consequences specified by the ITF (or is deemed to have done so), a hearing before the Independent Tribunal shall not be required. Instead the ITF shall promptly issue a decision confirming (as applicable) its withdrawal of the Notice of Charge or the commission of the Welfare Offence(s) and the imposition of the specified consequences, and shall send a copy of the decision to the Covered Person.

Provisional Suspension

- viii. At the time, afterwards, or (exceptionally) before it issues a Notice of Charge, the ITF may impose a Provisional Suspension on the Covered Person in question pending determination of the charge(s), where it considers it necessary to protect the integrity and/or reputation of the Competition, the ITF, and/or the sport of tennis.
- ix. Where a Provisional Suspension is imposed, the ITF shall notify the Covered Person of his/her right:
- a. at his/her election, to make an application to the Chairman of the Independent Tribunal convened to hear his/her case, either immediately or at any time prior to the full hearing, for an order that the Provisional Suspension should not be imposed (or, if the Provisional Suspension has been imposed, that it should be vacated). The Chairman of the Independent Tribunal, sitting alone, will rule on the application as soon as reasonably practicable; and
- b. to have the proceedings before the Independent Tribunal expedited so that the hearing is held, and the charge against him/her is determined, as soon as possible, consistent with the requirements of due process.
- x. In circumstances where the ITF decides not to impose a Provisional Suspension, the Covered Person shall be offered the opportunity to accept a voluntary Provisional Suspension pending the resolution of the matter. If the Covered Person wishes to accept the offer (and receive credit against any period of suspension that might be imposed), the Covered Person must communicate such acceptance in writing to the ITF, in a form acceptable to the ITF.

- xi. No admission shall be inferred, or other adverse inference drawn, from the decision of a Covered Person (a) not to make an application to avoid (or to vacate) a Provisional Suspension, or (b) to accept a voluntary Provisional Suspension.
- xii. A Covered Person may not, during the period of any Provisional Suspension, play, coach or otherwise participate in any capacity in any tournament, event or circuit owned or sanctioned by the ITF. Any period of Provisional Suspension served by the Covered Person (whether imposed or voluntarily accepted in writing, in a form acceptable to the ITF) shall be credited against any period of suspension imposed by the Independent Tribunal, provided that the Covered Person must have respected the terms of the Provisional Suspension in full. No credit against a period of suspension shall be given for any time period before the effective date of the Provisional Suspension (whether imposed or voluntarily accepted in writing, in a form acceptable to the ITF), regardless of the Covered Person's status or lack of participation during such period. If a period of suspension is served pursuant to a decision that is subsequently appealed, then the Covered Person shall receive a credit for such period of Provisional Suspension served against any period of suspension that may ultimately be imposed on appeal.

Sanction

- xiii. The Independent Tribunal may impose appropriate sanctions including (a) denial of privileges or exclusion of the person in question from any or all ITF Tournaments, or (b) such other sanctions including monetary sanctions as the Independent Tribunal may deem appropriate.
- xiv. A suspension imposed on a Player for a Welfare Offence shall take effect from the later of the following, unless specified otherwise by the Independent Tribunal or the ITF when issuing the suspension:
 - (a) The date of notification by the ITF or Independent Tribunal
 - (b) If the Player is participating in a Tournament on the date of notification, the day after he or she finishes competing in that Tournament.
- xv. Any penalty imposed on a Player of Related Person other than suspension from play shall take effect immediately upon notification.

c. Appeal

- i. Decisions of the Independent Tribunal may be appealed to the Court of Arbitration for Sport. The appeal proceedings shall be conducted in accordance with the CAS Code of Sports-related Arbitration, in the English language, and shall be governed by English Law.

d. Miscellaneous

- i. Any decision of the Independent Tribunal pursuant to this Welfare Policy may be communicated to those Member National Associations, other tennis organisations and ITF Tournament organisers deemed necessary by the ITF.

- ii. Notwithstanding, and without prejudice to, the above:
 - a. The ITF reserves the right to share information concerning a complaint with and/or conduct an investigation in conjunction with any tennis organisation as specified above;
 - b. The ITF may refer the complaint and/or any information received during the course of investigating an allegation or prosecuting a charge to any authorities it considers appropriate; and
 - c. The ITF shall have the absolute discretion, where it deems appropriate, to stay its own investigation pending the outcome of investigations being conducted by other tennis organisations as specified above and/or relevant authorities.

APPENDIX B

FINES GUIDELINES

All fine amounts are in US Dollars

Prize Money Category and Draw		Late withdrawal / No show	Late Withdrawal Code	No Show Code
World Championships	Main Draw	\$250	WMABD	ZMABD
	Qualifying Draw	\$100	WQABD	ZQABD
\$35,000 + H / \$50,000	Main Draw	\$250	WMABD	ZMABD
	Qualifying Draw	\$100	WQABD	ZQABD
\$15,000 + H / \$25,000	Main Draw	\$250	WMABD	ZMABD
	Qualifying Draw	\$100	WQABD	ZQABD
Regional Championships	Main Draw	\$250	WMABD	ZMABD
	Qualifying Draw	\$100	WQABD	ZQABD
\$10,000	Main Draw	\$100	WM12D	ZM12D
	Qualifying Draw	\$50	WQ12D	ZQ12D
\$6,500	Main Draw	\$100	WM12D	ZM12D
	Qualifying Draw	\$50	WQ12D	ZQ12D
\$2,500	Main Draw	\$50	WM34D	ZM34D
	Qualifying Draw	\$25	WQ34D	ZQ34D
Non prize Money	Main Draw	\$50	WM34D	ZM34D
	Qualifying Draw	\$25	WQ34D	ZQ34D

On-Site Offences Fines Guidelines		
Offence (*may constitute Aggravated Behaviour)	Offence Code	Maximum
Punctuality	Pun (10 or 15)	\$50-\$250
Audible Obscenity *, Visible Obscenity *	AOb, VOOb	\$100
Verbal Abuse *	VA	\$100
Physical Abuse *	PhA	\$100
Ball Abuse	BA	\$100
Racket Abuse	RA	\$100
Coaching and Coaches *	CC	\$150
Unsportsmanlike Conduct *	UnC	\$100
Best Efforts *, Leaving the Court *, Failure to Complete Match *	BE, LC, FCM	\$100
Ceremonies, Media Conference	Cer, MC	\$100
Defaults (To be reported by Referee)		
Default - In addition to any fine(s) for the on-court offences	Def, D	\$150