



## Squash Canada Event Appeal Procedure

Approved by the Squash Canada Board of Directors, June 21, 2018  
Amended March 31, 2023

This Policy has been prepared by Squash Canada to be a Pan-Canadian Policy applicable to Squash Canada and its Member Provincial/Territorial Squash Associations that have approved the adoption of the Policy.

**\*\* This Event Appeal Procedure does not supersede or replace the Appeal Policy \*\***

### Definitions

1. These terms will have these meanings in this Procedure:
  - a) *"Affected Party"* – any individual or entity, as determined by the Appeal Adjudicator, who may be affected by a decision rendered under this Procedure and who may have recourse to an appeal in their own right under this Procedure.
  - b) *"Appellant"* - The party appealing a decision.
  - c) *"Athlete"* – Includes any Individual who is registered with Squash Canada or a Member for either recreational or competitive purposes
  - d) *"Event"* – An Organization-sanctioned competition, program, or squash-related activity, which may include a social Event
  - e) *"Member"* – Includes Provincial/Territorial Associations.
  - f) *"Organization"* – The organization (Squash Canada or a Member) sanctioning the Event
  - g) *"Participant"* - All Athletes or coaches participating in an Event.
  - h) *"Parties"* - The Appellant, Respondent, and any other Individuals or persons affected by the complaint, as determined in accordance with this Procedure
  - i) *"Respondent"* - The body or organization whose decision is being appealed.

### Scope and Application of this Procedure

2. Any Participant who is affected by a decision made by the Organization and/or by an official during an Event will have the right to appeal that decision, subject to any limits in this Procedure.
3. This Procedure will apply to decisions relating to the Event made from the commencement of the Event to the closing of Event-related to play. The commencement of the Event is defined as 12:01 AM of the day of the first scheduled match and closing of the Event is thirty (30) minutes after the conclusion of the last scheduled match.
4. This Procedure will **not** apply to decisions relating to:
  - a) Rankings and/or seedings
  - b) Eligibility
  - c) Decisions made external to the Organization and/or an official during an Event
  - d) Appointments
  - e) Event Rules
  - f) Any decisions made under this Procedure

### Timing of Appeal

5. Participants who wish to appeal an in-Event decision must file their appeal within sixty (60) minutes of learning of the decision.<sup>1</sup> Appellants must submit the following:
  - a) Notice of their intention to appeal;
  - b) Contact information of the Appellant;
  - c) Grounds for the appeal;
  - d) Detailed reason(s) for the appeal;
  - e) All evidence that supports the reasons and grounds for an appeal;
  - f) The remedy or remedies requested, and
  - g) A payment of fifty dollars (\$50), which will be refunded if the appeal is successful.

### Grounds for Appeal

6. Decisions may only be appealed on procedural grounds which are limited to the Respondent:
  - a) Making a decision for which it did not have authority or jurisdiction as set out in the Respondent's governing documents;
  - b) Failing to follow procedures as laid out in the bylaws or approved policies of the Organization; and/or
  - c) Making a decision that was influenced by bias, where bias is defined as a lack of neutrality to such an extent that the decision-maker is unable to consider other views.
7. The Appellant will bear the onus of proof in the appeal, and thus must be able to demonstrate, on a balance of probabilities, that the Respondent has made an error as described in Section 6 and that this error had, or may reasonably have had, a material effect on the decision or the decision-maker.

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<sup>1</sup> This timeline may be waived at the Appeals Adjudicator's sole discretion if they consider that there were extenuating circumstances that prevented the Appellant from reporting their appeal within sixty (60) minutes of learning of the decision.



#### **Appeals Adjudicator**

8. The Organization will appoint, prior to the commencement of the Event, a single appeals adjudicator to oversee and implement this Procedure. The appeals adjudicator has a responsibility to:
- Receive appeals;
  - Determine if the appeal lies within the jurisdiction of this Procedure;
  - Determine if appeal is brought in a timely manner;
  - Determine if the appeal is brought on permissible grounds;
  - Determine the format of the appeal hearing; and
  - Decide the appeal.

#### **Screening of Appeal**

9. Upon receipt of the notice, grounds of an appeal, supporting evidence and the required fee, the appeals adjudicator will review the appeal and will decide if the appeal falls within the jurisdiction of this Procedure, and if it satisfies procedural grounds. If the appeals adjudicator is satisfied that the appeal is not under this Procedure's jurisdiction, or that there are not sufficient grounds, the Appellant will be notified in writing, stating reasons. This decision may not be appealed.

#### **Tribunal**

10. If the appeal is determined to fall within the jurisdiction of this Procedure and satisfies procedural grounds, then a hearing before the appeal adjudicator will take place.

#### **Procedure for the Hearing**

11. The appeals adjudicator will determine the timing and format of the hearing, which may involve a verbal hearing in person, a verbal hearing by telephone, a hearing based on written submissions or a combination of these methods. The hearing will be governed by the procedures that the appeals adjudicator deems appropriate in the circumstances, provided that:
- The hearing will be held in a timely manner, within a timeline determined by the appeals adjudicator.
  - The Parties will be given appropriate notice of the time and place of the hearing.
  - The Respondent will be provided two (2) hours to provide a response document, if required.
  - Copies of any written documents which the Parties wish to have the appeals adjudicator consider will be provided to all parties in advance of the hearing.
  - The Parties may be accompanied by a representative, advisor, translator, transcription services, or legal counsel at their own expense.
  - The appeals adjudicator may request that any other individual participate and/or give evidence at the hearing.
  - Any Affected Party shall be permitted to make submissions and file evidence before the appeal adjudicator. The appeals adjudicator's decision is binding on any Affected Party.

#### **Appeal Decision**

12. After the hearing, the appeals adjudicator will issue its written decision. The appeals adjudicator may decide to:
- Reject the appeal and confirm the decision being appealed; or
  - Uphold the appeal, in whole or in part, identify the error(s) and refer the matter back to the original decision-maker for a new decision; or
  - To uphold the appeal, in whole or in part, and vary the decision.
13. The appeals adjudicator's decision will be considered a matter of public record unless otherwise decided by the appeals adjudicator.

#### **Confidentiality**

14. The appeal process is confidential involving only the Parties, the Organization, and the appeals adjudicator. Once initiated and until a decision is released, none of the Parties, the Organization, or the appeals adjudicator will disclose confidential information relating to the appeal to any person not involved in the proceedings.
15. Any failure to respect the aforementioned confidentiality requirement may result in disciplinary action being taken against the individual(s) in accordance with the Organization's relevant and applicable policies.

#### **Final and Binding Decision**

16. The decision of the appeals adjudicator will be binding from which there will be no further right to appeal.

#### **Privacy**

17. The collection, use and disclosure of any personal information pursuant to this Procedure is subject to Squash Canada's *Privacy Policy*.
18. The Organizations, or any of their delegates pursuant to this Policy (i.e., appeal adjudicator) shall comply with Squash Canada's *Privacy Policy* (or, in the case of a Member, the Member's *Privacy Policy*) in the performance of their services under this Procedure.