



## Squash Canada Appeal Policy

*Approved by the Squash Canada Board of Directors, June 21, 2018  
Amended August 24, 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.*

### Definitions

1. The following terms have these meanings in this Policy:
  - a) *"Athlete"* - Includes any Individual who is registered with Squash Canada or a Member for either recreational or competitive purposes
  - b) *"Affected Party"* – Any Individual of entity, as determined by the Appeal Manager, who may be affected by a decision rendered under this Policy and who may have recourse to an appeal in their own right under the *Appeal Policy*.
  - c) *"Appellant"* – The Party appealing a decision.
  - d) *"Appeal Manager"* – An individual appointed by Squash Canada or a Member (as applicable), who may be any staff member, committee member, volunteer, Director, or independent third party to oversee the administration of this *Appeal Policy*.
  - e) *"Appeal Panel"* - A Panel of one or three people who are appointed by the Appeal Manager to decide on appeals that are to be heard under this Policy.
  - f) *"Independent Third Party"* – An individual retained by Squash Canada or a Member (as applicable) to receive complaints and to fulfill the responsibilities outlined in the *Discipline and Complaints Policy*, *Investigation Policy*, and *Appeal Policy*, as applicable.
  - g) *"Individuals"* – All categories of membership defined in the Squash Canada Bylaws or, as applicable, the Bylaws of a Member, as well as people employed by, contracted by, or engaged in activities with Squash Canada or a Member including, but not limited to, employees, contractors, Athletes, coaches, mission staff, chefs de mission, officials, volunteers, managers, administrators, parents or guardians, spectators, committee members, and Directors and Officers.
  - h) *"Member"* – Includes Provincial/Territorial Associations.
  - i) *"Organization"*-Squash Canada or a Member, as applicable
  - j) *"OSIC"* – The Office of the Sport Integrity Commissioner, an independent division of the SDRCC, which comprises the functions of the Sport Integrity Commissioner; also referred to as Abuse-Free Sport.
  - k) *"Parties"* – The Appellant, Respondent, and Affected Party (or Parties).
  - l) *"Respondent"* – The body or organization whose decision is being appealed, or the Individual who was the subject of a decision that is being appealed.
  - m) *"SDRCC"* – The Sport Dispute Resolution Centre of Canada.

### Purpose

2. Squash Canada and all PTAs are committed to providing an environment in which all individuals are treated fairly and with respect. Squash Canada and its Members provide Individuals with this *Appeal Policy* to enable fair, affordable, and expedient appeals of certain decisions made by Squash Canada and/or its Members.

### Scope and Application of this Policy

3. This Policy applies to all Individuals. However, it does not apply to appeals of decisions that were managed by the OSIC, which shall be handled in accordance with the policies and procedures of the OSIC or the Director of Sanctions and Outcomes, as applicable.
4. Subject to Section 3, any Individual who is affected by a decision taken by Squash Canada or a Member (as applicable) specifically with regard to that Individual, including a decision by the Board, by any committee of the Board, or by any body or Individual within Squash Canada or a Member (as applicable) who has been delegated authority to make decisions in accordance with Squash Canada or a Member's Bylaws and governance policies (as applicable), shall have the right to appeal that decision, provided that it is a decision that is subject to appeal pursuant to Section 6 of this Policy; that the conditions indicated in Sections 8 or 9 of this Policy (as applicable) have been satisfied; and provided that there are sufficient grounds for the appeal pursuant to Section 10 of this Policy.
5. Jurisdiction of appeals and implementation of this *Appeal Policy* will be the responsibility of the Organization who rendered the original decision and whose decision is being appealed.
6. This Policy **will apply** to decisions relating to:
  - a) Eligibility
  - b) Selection, Squash Canada high performance program/National Team decisions and AAP nominations
  - c) Conflict of interest<sup>1</sup>

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<sup>1</sup> Conflicts of interest arise whenever the financial or personal or other interests of an individual are, or appear to be, inconsistent or at odds with the interests of Squash Canada or another organization. An appearance of a conflict of interest exists when it is reasonably likely that an informed observer may perceive a conflict of interest. A conflict of interest already exists when a person could reasonably



- d) Disciplinary decisions made pursuant to Squash Canada or a Member's relevant and applicable policies
  - e) Membership
7. This Policy **will not apply** to decisions relating to:
- a) Reported complaints that were managed by the OSIC
  - b) Employment
  - c) Infractions for doping offenses
  - d) The rules of squash
  - e) Selection criteria, quotas, policies, and procedures established by entities other than Squash Canada or its PTAs
  - f) Volunteer/coach appointments and the withdrawal or termination of those appointments
  - g) Budgeting and budget implementation
  - h) Operational structure and committee appointments
  - i) Decisions or discipline arising within the business, activities, or events organized by entities other than Squash Canada or its PTAs
  - j) Decisions or discipline arising within competition
  - k) Decisions made under this policy
  - l) Settlements negotiated pursuant to the *Alternative Dispute Resolution Policy*
  - m) Decisions rendered pursuant to the *Competition Manipulation Policy*, which shall be heard directly before the SDRCC

#### **Timing of Appeal**

8. Individuals who wish to appeal a decision have fourteen (14) days from the date on which they received notice of the decision to submit the following information, in writing via email, fax, courier or regular mail to Squash Canada's Chief Executive Officer (or designated Staff Member) or the equivalent position of the applicable Member:
- a) Notice of the intention to appeal
  - b) Contact information of the Appellant
  - c) Name of the Respondent, and any known affected parties
  - d) Date the Appellant was advised of the decision being appealed
  - e) A copy of the decision being appealed, or description of the decision if a written document is not available
  - f) Grounds for the appeal
  - g) Detailed reasons for the appeal
  - h) All evidence that supports the grounds for appeal
  - i) Requested remedy or remedies
  - j) An administration fee of two hundred dollars (\$200), which will be returned if the appeal is successful

Notwithstanding the above, appeals in relation to disciplinary decisions made pursuant to the *Discipline and Complaints Policy* must be filed with the Independent Third Party, and must otherwise comply with the requirements of this Section 8.

9. An Individual who wishes to initiate an appeal beyond the fourteen (14) day period may only do so if exceptional circumstances prevented them from filing their appeal within the deadline indicated at Section 8 above. Any such Individual must provide a written request stating the reasons for which they are seeking an exemption. The decision to allow, or not allow, an appeal outside of the fourteen (14) day period will be at the sole discretion of the Appeal Manager and may not be appealed.

#### **Grounds for Appeal**

10. A decision cannot be appealed on its merits alone. An appeal may only be heard if there are sufficient grounds for appeal. Sufficient grounds are limited to submissions that include the Respondent:
- a) Made a decision that it did not have authority or jurisdiction (as set out in the relevant governing documents);
  - b) Failed to follow its own procedures (as set out in the relevant governing documents);
  - c) Made 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); or
  - d) Made a decision that was grossly unreasonable or unfair.
11. The Appellant bears the onus of proof and must demonstrate, on a balance of probabilities, that the Respondent made a procedural error as described in Section 10 of this Policy and that this error had, or may reasonably have had, a material effect on the decision or decision-maker.

#### **Dispute Resolution**

12. The Parties may first attempt to resolve an appeal through the *Alternative Dispute Resolution Policy* once the notice of the appeal, the fee, and the information required pursuant to Section 8 has been received.

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anticipate that, in the future, there could be a conflict between competing obligations or interests; the person involved does not have to be placed in a situation where there is an actual conflict for a conflict to be present according to this Policy.



13. Notwithstanding any other provision in this Policy, by agreement between the Parties and Squash Canada, the internal appeal process in relation to decisions made by Squash Canada only may be bypassed, and the appeal may be heard directly before the SDRCC.

#### **Screening of Appeal**

14. Upon receiving the notice of the appeal, Squash Canada or its Member, as applicable, will appoint an independent Appeal Manager (who must not be in a conflict of interest or have any direct relationship with the parties) who has the following responsibilities:
  - a) Determine if the appeal falls under the scope of this Policy (Sections 3-7)
  - b) Determine if the appeal was submitted in a timely manner (Sections 8 and 9)
  - c) Decide whether there are sufficient grounds for the appeal (Section 10)
  - d) Notify the Designated Safe Sport Officer if the appeal alleges conduct relating to abuse, harassment or discrimination.
15. If the appeal is denied on the basis of insufficient grounds, because it was not submitted in a timely manner, or because it did not fall under the scope of this Policy, the Appellant will be notified, in writing, of the reasons for this decision. This decision may not be appealed.
16. If the Appeal Manager accepts the appeal because it falls under the scope of this Policy, it was submitted in a timely manner, and there are sufficient grounds, the Appeal Manager will notify the Parties of their decision in writing and will follow the steps described hereunder.

#### **Appointment of Appeal Panel**

17. If an appeal is accepted, the Appeal Manager will appoint an Appeal Panel which shall consist of a single member to hear the appeal. However, at the discretion of the Appeal Manager, an Appeal Panel composed of three members may be appointed to hear the appeal. In this event, the Appeal Manager will appoint one of the panel's members to serve as the chair.
18. When appointing the Appeal Panel, the Appeal Manager must select individuals who are impartial, free from any real or perceived conflict of interest (and who shall remain so until a final decision has been rendered or the proceedings have otherwise finally terminated), and who do not have any direct relationship with any of the Parties. Although not a strict requirement, the Appeal Manager should attempt to appoint individuals to the Appeal Panel who have a legal background and who understand the sport of squash. When justified by the circumstances, the Appeal Manager may appoint individuals to the Appeal Panel who have specific areas of expertise that would assist in resolving the matter.

#### **Determination for Affected Parties**

19. In order to confirm the identity of any Affected Parties, the Appeal Manager will engage Squash Canada or the Member (as applicable). The Appeal Manager may determine whether a Party is an Affected Party in their sole discretion.

#### **Procedure for Appeal Hearing**

20. The Appeal Manager shall notify the Parties that the appeal will be heard. The Appeal Manager, in collaboration with the Appeal Panel, shall then decide the format under which the appeal will be heard. This decision is at the sole discretion of the Appeal Manager and may not be appealed.
21. If a Party chooses not to participate in the hearing, the hearing will proceed in any event.
22. The format of the hearing may involve a verbal in-person hearing, a verbal hearing by telephone, video conference, and/or other communication medium, a hearing based on a review of documentary evidence submitted in advance of the hearing, or a combination of these methods. The hearing will be governed by the procedures that the Appeal Manager and the Appeal Panel deem appropriate in the circumstances, provided that:
  - a) The hearing will be held in a timely manner, within a timeline determined by the Appeal Manager
  - b) The Parties will be given reasonable notice of the day, time and place of a verbal in-person hearing or verbal hearing by telephone, video conference, or other communication medium
  - c) Copies of any written documents which the parties wish to have the Appeal Panel consider will be provided to all Parties in advance of the hearing
  - d) The Parties may be accompanied by a representative, advisor, translator, transcription services, or legal counsel at their own expense
  - e) The Appeal Panel may request that any other individual participate and give evidence at a verbal in-person hearing or verbal hearing by telephone, video conference, or other communication medium
  - f) The Appeal Panel may exclude any evidence filed by the Parties that is unduly repetitious or otherwise an abuse of process. The Appeal Panel shall otherwise apply relevant and applicable evidentiary rules in relation to the admissibility and weight given to any evidence filed by the Parties.
  - g) Nothing is admissible in evidence at a hearing that:
    - i. would be inadmissible in a court by reason of privilege under the law of evidence; or
    - ii. is inadmissible by any applicable statute
  - h) Any Affected Party shall be permitted to make submissions and file evidence before the Appeal Panel. The Appeal Panel's decision is binding on any Affected Party.



- i) The decision to uphold or reject the appeal will be by a majority vote of the Appeal Panel members, except in cases where the panel consists of a single member
23. In fulfilling its duties, the Panel may obtain independent advice.

#### **Appeal Decision**

24. The Appeal Panel shall issue its decision, in writing and with reasons, within fourteen (14) days after the hearing's conclusion. The Appeal Panel may decide to:
  - a) Reject the appeal and confirm the decision being appealed
  - b) Uphold the appeal, in whole or in part, and refer the matter back to the initial decision-maker for a new decision
  - c) Uphold the appeal, in whole or in part, and vary the decision
  - d) Determine whether costs of the appeal, excluding legal fees and legal disbursements of any Party, may be assessed against any Party. In assessing costs, the Appeal Panel will take into account the nature and amount of the costs, the outcome of the appeal, the conduct of the Parties, and the Parties' respective financial resources.
25. The Appeal Panel's written decision, with reasons, will be distributed to all Parties, the Appeal Manager, and Squash Canada or the applicable Member. In extraordinary circumstances, the Appeal Panel may first issue a verbal or summary decision soon after the hearing's conclusion, with the full written decision to be issued thereafter.
26. Subjection to Section 27 below, unless the matter involves a Vulnerable Participant, once the deadline to appeal to the SDRCC (where applicable and as indicated in the Canadian Sport Dispute Resolution Code) has expired, Squash Canada or the Member (as applicable) shall publish the outcome of the appeal on their website. Publication shall be limited to, where applicable, the provision(s) of any relevant policies that have been violated, the name(s) of the Individual(s) involved, and the sanction(s) or order imposed, if any. Additionally, where Squash Canada acts as the Complainant under Section 17 of the *Discipline and Complaints Policy* and any decision issued pursuant to that policy is appealed, only Squash Canada, and not the original Complainant, shall be identified as an involved Individual. Identifying information regarding Minors or Vulnerable Participants will never be published by Squash Canada or one of its Members.
27. If the Appeal Panel dismisses the appeal, the decision may only be published, as provided for in Section 26, with the Respondent's consent. If the Respondent does not provide such consent, the decision will be kept confidential by the Parties, the Appeal Manager, Squash Canada, and the Member, and shall be retained and discarded in accordance with the relevant and applicable privacy legislation. Failure to respect this provision may result in disciplinary action being taken pursuant to this Policy.
28. Other individuals or organizations, including but not limited to, Members, shall be advised of the outcome of any decisions rendered, in accordance with this Policy.
29. Any decision rendered pursuant to this Policy shall apply automatically to, and must be respected by, Squash Canada and its Members.
30. Records of all decisions will be maintained by Squash Canada and its Members in accordance with their respective privacy policies.

#### **Timelines**

31. If the circumstances of the appeal are such that adhering to the timelines outlined by this Policy will not allow a just resolution to the appeal, the Appeal Manager and/or Appeal Panel may direct that the timelines be revised.

#### **Confidentiality**

32. The appeals process is confidential and involves only the Parties, the Appeal Manager, the Appeal Panel, and any independent advisors to the Panel. Once initiated and until a decision is released, none of the Parties will disclose confidential information to any person not involved in the proceedings.
33. Any failure to respect the aforementioned confidentiality requirement may result in disciplinary action being taken against the Individual(s) in accordance with Squash Canada or the Member's relevant and applicable policies.

#### **Final and Binding**

34. No action or legal proceeding will be commenced against Squash Canada or a Member in respect of a dispute, unless Squash Canada or the Member (as applicable) has refused to provide or abide by the dispute resolution process and/or appeal process as set out in the governing documents.
35. The decision of a Squash Canada's Appeal Panel will be binding on all Parties and on all Individuals, subject to the right of any Party to appeal the decision before the SDRCC, in accordance with the Canadian Sport Dispute Resolution Code.

#### **Privacy**

36. The collection, use and disclosure of any personal information pursuant to this Policy is subject to Squash Canada's *Privacy Policy*.
37. Squash Canada, its Members, or any of their delegates pursuant to this Policy (i.e., Appeal Manager, Appeal Panel) 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 Policy.