Department	LEGAL & GOVERNANCE
Report	SUPPORTER SANCTIONS POLICY
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1. INTRODUCTION

Lincoln City Football Club ("the **Club**") has the right to accept or deny an individual entry into the ProAmpac Stadium. These rights are set out in the Club's ticketing terms and conditions and the Ground Regulations. Behaviour that breaches the Club's ticketing terms and conditions and/or Ground Regulations, and/or any form of illegality on the part of the individual, may invoke the Club's right to **prohibit entry** to the ProAmpac Stadium, **eject** an individual from the ProAmpac Stadium, **cancel and withdraw** any ticket issued, **prohibit any sale** of a ticket, require an individual to attend **restorative justice** meetings or partake in **educational courses**, or be subject to an **Acceptable Behaviour Contract**.

This policy provides a transparent and meaningful process for individuals who have breached the Club's ticketing terms and conditions or Ground Regulations or who exhibit illegal behaviour. Criminal behaviour will primarily be dealt with by the criminal justice system. However, on occasion, it may be deemed more appropriate for the Club to take appropriate action. Any such action shall be fair and proportionate, and, as far as reasonably practicable, shall adhere to the principles of natural justice.

Potential breaches of the Club's ticketing terms and conditions, Ground Regulations and/or criminal behaviour are categorised by their seriousness. The Club retains full discretion to use the sanctions available as they deem appropriate in the given circumstances of each case, with all decisions that do not have police involvement made on the "**balance of probabilities**". This means that the Club must be satisfied that it is more likely than not that the individual is guilty of the offence concerned. This discretion also extends to the nature of the sanctions that can be imposed. The Club has two main options as to how the sanctions will operate. Firstly, the sanction/s can apply to the ProAmpac Stadium only. Secondly, the sanction/s can apply to the ProAmpac Stadium, as well as prohibiting the sale of away tickets. Finally, if an Acceptable Behaviour Contract is created, this can apply to measures taken inside the ProAmpac stadium itself.

The club will support police action and has the discretion to suspend supporters return to the stadium if the police investigation is discontinued.

2. BREACHES

Potential breaches are broken down by seriousness and categorised into two levels. The list of potential breaches is set out in the **Official Club Sanctions** document, a copy of which is set out in the Appendix. If individual conduct/actions or misbehaviour is not listed in that document, the Club shall use its discretion when deciding whether to issue a Club ban or any other sanction. The Club retains full discretion to impose a different sanction as they deem appropriate based on the merits of each case.

3. INVESTIGATION

When the Club suspects an individual has breached the Ground Regulations, ticketing terms and conditions or committed a criminal offence, the Club shall initiate the initial stages of the Supporter Sanctioning Procedure.

The Club shall undertake a thorough investigation before an individual receives any correspondence from the Club or the imposition of a sanction. The Club shall consider the importance of evidence and intelligence and the specific conduct of the person concerned. If any reasonable suspicion amounts, the Club shall have sufficient evidence that an individual has breached the Ground Regulations, breached ticketing terms and conditions and/or committed a criminal offence, i.e. that on the balance of probabilities, the Club is satisfied that the occurrence of the event was more likely than not. The investigation shall rely on a range of evidence sources, including steward incident reports, witness statements, control room radio logs, CCTV and/or video/audio recordings, including those sourced from social media. The Club may also receive information about an individual that has been invited to attend a voluntary police interview and this may also be used as evidence for the investigation.

4. NOTIFICATION OF BREACH

Once the Club has undertaken an investigation, the Club shall write to the individual outlining the outcome of the internal investigation. The Club has the discretion and flexibility to decide the relevant course of action to be taken at this stage. This may be a written warning, a restorative justice meeting, an Acceptable Behaviour Contract or a suspended club ban (see section 6 on sanctions). All correspondence shall be sent via a letter to the individual's home address and personal email address (if known). If the individual is under the age of 18, a letter shall also be sent to the individual's parent or guardian.Unless signed in person.

If the Club decides that an **Acceptable Behaviour Contract, suspended Club ban, or Club ban** is the best course of action, the correspondence shall include the following:

- An explanation that an Acceptable Behaviour Contract will be prepared or a suspended club ban or club ban will be imposed and what this consists of;
- An outline of the evidence the Club has to support the imposition of an Acceptable Behaviour Contract, suspended Club ban, or Club ban and how this decision has been made on the balance of probabilities;
- Notification that the individual will need to speak with the Club to discuss and sign the Acceptable Behaviour Contract, or the offer of a meeting for those served with a suspended club ban, or the right to attend a Sanction Panel (see section 5 below);
- Notification that the individual has the right to accept the evidence and sanction put forward in this written correspondence without attending a Sanction Panel;
- Notification of the right to appeal the decision of a suspended Club ban or Sanction Panel;
- Notification that the individual must respond to receipt of this correspondence within five working days, including the option to send a letter to a nominated address and/or a nominated email address belonging to the Club. The club will acknowledge the individual's response to this initial correspondence within two working days;
- If an individual does not respond to the first written correspondence within the specified time above, and there is no subsequent written or verbal acceptance of the sanction imposed, the suspended Club ban/sanction will be upheld (and in the case of a Sanction Panel hearing, the Sanction Panel will not convene on the date noted on the letter).
- With regard to an Acceptable Behaviour Contract, if an individual does not respond to the first written correspondence within the specified time above, and there is no subsequent written or verbal acceptance of the sanction imposed, or if the individual fails to attend the agreed meeting, the Club has the option to impose a temporary sanction until the matter is resolved.

5. SANCTION PANEL PROCEDURE – CLUB BANS

The Club shall only hold a Sanction Panel hearing for those matters where a Club ban is being imposed.

5.1 Initial Stages of Sanction Panel

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

to be accompanied by a nominated individual or individuals who may aid with their contribution to the hearing. You must supply the name and designation (e.g. relative, friend) of the accompanying person to the club no less than 24 working hours in advance of the hearing The Club has the discretion to decide the location of the hearing. However, the Club shall allow some flexibility if the individual does not have access to technology and/or the internet or cannot attend in person for a valid reason.

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

If the behaviour of or risk posed by the individual being invited to sanctions panel is deemed to be too volatile or pose a risk to staff by attending in person, then a virtual meeting or opportunity to make a written submission may be offered.

5.2 Sanction Panel Members

The Club has the discretion to decide the constitution of the Sanction Panel. There will be a minimum of three panel members who will review the facts and any evidence surrounding the allegation.

5.3 Format of the Sanction Panel Hearing

Clubs shall, wherever possible, adopt the same format when conducting a Sanction Panel hearing to ensure there is consistency, transparency and fairness. Individuals have the right to voluntarily accept the allegation/sanction before or during the hearing. The Club shall, wherever possible, send a letter to the individual within two days of the hearing.

The format of the Sanction Panel hearing will be as follows:

- Introductions
- Allegations will be put to the individual under investigation
- Individuals will be given the right to reply to the allegation
- Evidence will be shown to the individual under investigation
- Any evidence the individual under investigation may have can be put to the panel. If the individual discloses any mental health problems or disabilities that form a justification as to why the allegation may have taken place, evidence will need to be provided, e.g. proof of prescribed medication, written proof from health professionals, proof of benefits etc.
- The panel will then be allowed to question the person under investigation
- The Chair will provide a summary of the allegation
- Questions will be allowed from the individual under investigation
- Individuals under investigation will have the opportunity to accept the evidence and sanction proposed in this hearingor following further discussion by the panel; where the sanction will be offered in writing afterwards and usually within two working days.
- The Chair should explain, in person or in writing, the nature of the sanction and information that is required/needed when the duration of the sanction has ceased

- If the individual does not voluntarily accept the evidence and sanction proposed in the hearing, the Chair must inform the individual that a decision will be reached after the hearing and the individual will be notified in writing within two working days. This will be a letter to the individual's home address and email address (if known).

5.4 Sanction Panel Deliberations

After the Sanction Panel hearing, the panel members shall consider the response and any evidence provided by the individual under investigation to arrive at an appropriate decision.

5.5 Sanction Panel Decisions

The decision of the Sanction Panel may cancel, reduce, maintain, or increase the original sanction noted in the initial letter to the individual. If the Sanction Panel overturns a 'temporary sanction', the Club may consider refunding the cost of any matches paid for and missed as a result of the sanction. This will apply to individual match tickets and season tickets. If this process is taking place during the period in which supporters may renew their season tickets, individuals subjected to proceedings may be allowed to renew their season tickets on the understanding that in the event of a significant club ban being imposed the entire cost of the ticket may be refunded. The Club shall consider the circumstances surrounding the sanction and whether issuing a refund is a viable option to satisfactorily resolve any disputes.

5.6 Notification of Sanction Panel Outcome

In all circumstances, the Club shall write to the individual regarding the outcome of the Sanction Panel. This should be posted to the individual's home address and personal email address (if known). The correspondence must be sent within two working days of the Sanction Panel hearing. If the individual is under the age of 18, this correspondence will also be sent to the parent/guardian.

5.6.1 Notification of Sanction Upheld

The letter from the Club to the individual shall confirm the following:

- That a sanction will be imposed: the sanction may be reduced or increased, and an explanation provided as to why this change has taken place. This may be explicit by referring to the specific Ground Regulation or ticketing terms and conditions, and/or the criminal offence committed (including the legislation)
- An outline of the evidence that the Club has to support the imposition of a sanction;
- Provide an overview of what the sanction consists of, i.e., duration and any requirements to satisfy the sanction imposed;
- Provide any information that may be necessary for the individual once the sanction has ceased
- Notification of the right to appeal the decision of the Sanction Panel within 15 working days of receipt of the letter.

5.6.2 Notification of Sanction Withdrawn

The letter from the Club to the individual shall confirm the following:

- An explanation as to why the sanction has been withdrawn, together with evidence in support;

- Provide any information that may be necessary for the individual concerning access to the ProAmpac stadium or purchasing of tickets now that the sanction has been overturned;
- If the Sanction Panel has overturned a 'temporary sanction', the letter may outline that the Club has considered refunding the cost of any matches paid for and missed as a result of the sanction, together with details as to how this refund will be issued.

6. SANCTIONS

The Club shall endeavour to act consistently regarding the breaches and the sanctions that will be imposed. The Club will also ensure that any decision that it makes is a fair and proportionate response to the breach of ticketing terms and conditions and/or Ground Regulations.

The Club has the discretion to decide the seriousness of breaches. In cases of 'lower-level breaches' where there has been no police involvement, no criminal proceedings or prosecution, the outcome need not always be punitive and can instead focus on being preventative. The Club shall therefore consider the full circumstances of an incident and the nature of the breach to consider whether there is an alternative option to a Club ban such as the following options:

6.1 Restorative Justice

Restorative justice brings those harmed by crime or conflict or organisations whose regulations have been breached, into communication with those responsible. This practice can be used anywhere to prevent further conflict, build relationships and repair harm where a conflict has already arisen, by enabling people to communicate effectively and positively. This practice can support individuals to recognise that their conduct/actions can affect others, that they should be responsible for their choices and can be held accountable for them if repeated. It enables the Club to help individuals reflect on how they interact with each other and consider how best to prevent further conflict.

To achieve this, the Club may hold a facilitated restorative meeting. This will be in a controlled environment to talk about the conflict that has been caused and try to find a way to repair this. It will improve the mutual understanding of an issue and jointly reach the best available solution.

6.2 Education

The Club may operate educational initiatives to improve an individual's awareness or require them to attend tailored sessions where they have breached the ticketing and terms and conditions and/or Ground Regulations. It is already well established that educational schemes, such as those aimed at racism in football, have demonstrated that the nature and scope of having individuals involved with such schemes will have a positive impact on the attitude and behaviour of those who engage and attend. This is of particular use for those individuals who may already be subject to a sanction. Using such educational programmes can provide an option of reducing the sanction for partaking and demonstrating the need to change their attitude/conduct. This may involve and utilise campaign groups and other third parties such as Fans for Diversity; Kick it Out; Show Racism the Red Card; local and national charitable organisations; local constabularies; or local and national educational programmes.

It should be noted that the views of any such third parties will be taken into consideration, together with any recommendations they make. Should education programmes not be successful and/or repeat occurrences take place, then more punitive sanctions should be expected, including lengthy/lifetime bans.

6.3 Temporary Sanctions

The Club may impose sanctions independently of any other investigation and/or sanctions that may be imposed by third parties. In some circumstances, the Club reserves the right to impose a 'temporary sanction' before making any further decisions if it reasonably believes that there is a genuine risk of reoffending and/or any health or safety risk to supporters, staff or members of the police. This will be undertaken in accordance with the relevant sanctions listed below and only reserved for serious breaches.

Where the Club is made aware of police involvement with an individual, the Club may impose an automatic Club ban pending the police outcome. The Club will only impose a temporary sanction after a thorough risk assessment of the individual on a case-by-case basis. Temporary sanctions shall be reserved for the most serious cases such as affray and/or violent disorder and persistent behaviour that is contrary to Ground Regulations and/or ticketing conditions.

6.4 Safety Standards Letter

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

6.5 Written Warning

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

6.6 Acceptable Behaviour Contract

The Club may utilise an Acceptable Behaviour Contract at their discretion. The Acceptable Behaviour Contract is a written agreement between the Club and the individual. In signing the agreement, the individual agrees to abide by the terms specified, e.g. for an individual not to persistently stand. The Acceptable Behaviour Contract can be issued to any individual over the age of 10 and where the individual is under the age of 18, their parent/guardian shall be involved in the process. The duration of the agreement is discretionary and will be reviewed frequently to ensure it is still fit for purpose, does not require amending, or if the individual is demonstrating improved behaviour. The Club has the discretion to extend, amend or terminate the agreement at any point. If the Acceptable Behaviour Contract is breached, this can be used as evidence to illustrate that further sanctions are required.

6.7 Suspended Club Ban

The Club has the discretion to issue a suspended club ban. The suspension element of this sanction can act as a proportionate and fair response to Level One breaches, particularly those that may have been a one-off incident. The nature of such sanction will ensure that the individual's behaviour must improve and may act as a deterrent to any future misbehaviour/incidents. An individual shall have the right to meet with the Club and shall also have the right to appeal.

6.8 Club Ban

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

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

appropriate sanction for such behaviour. In turn, the Club shall consider both the financial impact of any ban and the personal impact on the individual not being able to attend the ProAmpac Stadium.

6.9 Level One Sanctions

The Club shall decide the outcome of each case on its own merits. Most Level One breaches will have no police involvement. However, the Club may report an incident to the police or seek police support depending on the circumstances. Therefore, the Club shall make any decision against an individual on the 'balance of probabilities'.

The Club reserves the right to decide whether or not any sanction applies to prohibiting entry to the ProAmpac Stadium for the purpose of attending a football match, or if the sanction shall apply to the premises as a whole, i.e. the club shop/ticket office. The Club shall also apply discretion as to whether football matches involving other teams representing the Club, i.e. the academy and women's teams, will fall within the remit of the sanction served. The football matches covered for the duration of the sanction can, therefore, encompass all competitions, including pre-season friendlies and can be carried over into a subsequent season dependent on timing.

For all Level One and Level Two breaches, if a child under the age of 18 contravenes ticketing terms and conditions and/or Ground Regulations or commits a criminal offence and is accompanied by an adult who is deemed responsible for the child, the Club can consider imposing a sanction on the child as well as the accompanying adult. If an adult receives a sanction and there is a parent/child season ticket in place, the child may still be permitted to attend the games with a nominated adult or family member using the sanctioned adult's season ticket.

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

6.9.1 Sanction 1: Level One Breach:

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

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

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

The Club shall give consideration to the implementation of the maximum sanction for an incident that is a minor breach. The Club may, at its discretion, pursue a more educational or restorative justice route.

If incidents take place away from the ProAmpac Stadium, including those on public transport and trains, this may be treated with additional seriousness due to the impact on the Club's reputation, away allocations, kick-off days/times and policing/stewarding. The host club has the discretion to impose a sanction for a breach of the Club's ticketing terms and conditions and/or Ground Regulations. If the incident occurs on public transport/trains, then this may be dealt with by the police/British Transport Police. When imposing a sanction for an incident at an away stadium, information received from a host club should, as far as possible, replicate what a home club would act on to ensure proportionality. The absence of meaningful supporting evidence should be properly considered

by the home club.

6.9.3 Sanction 3: Repetition of Level One Breach:

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

The Club shall, wherever possible, impose sanctions in the following order:

6.10 Level Two Sanctions

The outcome of each case shall be decided on merit. The Club reserves the right to decide whether or not any sanction applies to prohibiting entry to the ProAmpac Stadium for the purpose of attending a football match, or if the sanction shall apply to the premises as a whole, i.e. club shop or ticket office. Further discretion is applied to whether football matches involving other teams representing the Club, i.e. Academy and women's teams, will fall within the remit of the sanction served. The football matches covered for the duration of the sanction can, therefore, encompass all competitions, including pre-season friendlies and can be carried over into a subsequent season dependent on timing.

6.10.1 Sanction 4: Level Two Breach:

The Club shall give careful consideration to each case. With a standardised procedure that is fair, proportionate and free from bias, it is the Club's intention that any decision reached by the Sanction Panel will be proportionate to the breaches listed under Level Two. The Club shall not issue any club bans that are titled 'Life Bans'. Instead, this shall be named an 'Indefinite Club Ban' that will be subject to review at stated intervals to be no longer than two years apart. Note that any incident which brings the club into disrepute, for example, results in a fine from the EFL will usually be assessed as a Level 2 breach.

7. APPEALS

If the Sanction Panel upholds the decision to provide a sanction, or if the nature of the sanction is subsequently altered due to the Sanction Panel hearing, the Club shall offer the individual the right of appeal. An appeal shall also be offered to those individuals served with a suspended Club ban as they are not required to attend a Sanction Panel hearing. The panel shall comprise representatives of the Club who were not involved in the initial investigation or the Sanction Panel hearing. The individual must submit their full written appeal within 15 working days of receiving the letter from the Club that outlines the outcome of the Sanction Panel or after a meeting with the Club regarding the imposition of a suspended club ban.

7.1 Supporter Appeal Correspondence

The appeal must include the following:

- Individual's Name, Address, and Telephone number;
- Details of the individual's appeal; and
- Any supporting evidence (as appropriate).

The Club shall write to the individual to acknowledge receipt of their appeal within two working days.

7.2 Appeal Panel

The individual shall submit their appeal directly to the Club. The appeal shall be assessed by a panel not involved in the original Sanction Panel or investigation. The panel shall constitute a senior club official and a minimum of

two other Club representatives with a breadth of knowledge and experience of the Club. In assessing the appeal, the Club may seek guidance from the EFL; the Sports Ground Safety Authority; or the FSA.

7.3 Appeal Decision

The appeal panel may uphold, increase, reduce or withdraw the original sanction. If the appeal panel withdraws or reduces a sanction, the Club may refund the cost of any matches paid for and missed as a result of the sanction. This will apply to individual match tickets and season tickets. The Club shall write to the individual confirming the outcome of the appeal and any subsequent requirements of the sanction if it is upheld, or any specific details if the sanction is withdrawn.

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

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

7.4.1 Time Served

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

7.4.2 Reimbursement

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

7.5 Notification of Appeal Panel Decision

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

The letter shall:

- Acknowledge the appeal and any evidence submitted;
- Provide an explanation that the appeal is rejected and the sanction is upheld or that an appeal is upheld and the sanction overturned;
- If a sanction is to remain in place, provide an overview of what the sanction consists of, i.e., duration and any requirements to satisfy the sanction imposed;
- Provide any information that may be necessary for the individual once the sanction has ceased;
- The Club may offer educational courses to the individual in question, noting that successfully completed educational courses can reduce the sanction if attended and the individual is fully engaged; and

- Notification of the right to contact the Independent Football Ombudsman (IFO) and provide the necessary contact details.

7.6 Dissatisfaction with Appeal Decision - Independent Football Ombudsman (IFO)

If an individual is not satisfied with the outcome of the appeal, the Club will advise them that they can take their case to the Independent Football Ombudsman (IFO).

Individuals can submit their cases to the IFO for review after the avenue of appeal has been exhausted. The IFO acts as a check and balance and is the final stage within football's regulatory framework and complaints procedure. The IFO is accredited as an Approved Alternative Dispute Resolution (ADR) Body under the 2015 Alternative Dispute Resolution for Consumer Disputes (Competent Authorities and Information) Regulations. If the Club has dealt with an appeal in full and has reached a final decision, then the IFO can review whether due process was followed and if the appeal was managed properly.

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

7.7 Individual Complaints

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

8. CRIMINAL OFFENCES

Some of the potential breaches in the Official Club Sanctions document are criminal offences. It is likely that those involved are either arrested at the time or subsequently invited to an interview by the police. As a result, criminal charges may or may not follow. Whether or not criminal charges are brought, the appropriateness of a Club ban, together with any other possible sanction shall be considered on a case-by-case basis. If the circumstances dictate and the Club consider it proportionate to do so, then a **temporary sanction** may be applied. Any temporary sanction shall be reviewed at periodic intervals. Those served with a temporary sanction shall, as soon as practicable or after any police investigation or proceedings has been completed, be offered the chance to attend a Sanction Panel hearing in accordance with the guidelines outlined in Section 4 below.

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

The Club shall, on a case-by-case basis, consider the outcome of the court not to serve a s.14 Football Banning Order as per the Football Spectators Act 1989 in addition to a conviction for a criminal offence.

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

The Club shall not take any further action other than work closely with the police to ensure the conditions of the Football Banning Order are met.

8.3 Hate Crime/Discrimination

Section 14A Football Banning Orders have now been extended to those convicted of online hate crimes that are football-related. The Club shall be proactive in their approach to any discriminatory language used within the

ProAmpac Stadium as well as continue to assist the police with Club social media accounts. This language can also extend to the protected characteristics set out in the Equality Act 2010.

8.4 Ticketing Offences

This offence includes spectators sharing tickets for either no remuneration or for face value; selling tickets for a price more than the face value; using concessionary tickets without entitlement; and/or any wilful fraudulent use of a ticket to the financial detriment of the Club. The Club shall use their discretion when reviewing ticketing offences and consider this on a case-by-case basis.

8.5 Incidents Away from the ProAmpac Stadium

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

8.6 Criminal Damage / Accidental Damage

The Club will deal with incidents of criminal damage either by a Level One or Level Two breach. Accidental damage will be dealt with on a case-by-case basis. Solutions can include but are not limited to, compensation for the damage, restorative justice, a safety standard letter and/or a written warning.

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

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

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

In such circumstances, the Club may consider the action they wish to take. Any temporary sanction shall be lifted after full consideration of the evidence including the outcome of the court hearing/trial or police investigation unless there is a good reason not to do so. Where appropriate, the Club is, of course, entitled to ask an individual to have a discussion about future behaviour and suggest attendance at the necessary educational workshops or courses before a sanction is lifted.

8.9 Pleads/found guilty but no Football Banning Order imposed

An individual may have been subjected to a temporary sanction pending the outcome of their case. The Club reserves the right to issue a sanction but shall consider why the court has not served a Football Banning Order. A conviction shall not automatically result in a Club sanction. The Club shall consider an immediate return to the Club in these circumstances on its own merits, ideally after a meeting with the individual so that a risk assessment can be made as to the suitability of the individual's return.

8.10 Pleads/found guilty and Football Banning Order imposed

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

8.11 Discrimination Breaches / Hate Crime Offences

Increasingly there is more emphasis on education being part of any outcome and restorative justice. The Club shall consider whether this is appropriate and with the full agreement of any victim. Neither means that a club ban should not be part of an outcome. Once an individual has come under suspicion of discriminatory language or behaviour, either at a match or online, the Club shall impose a temporary sanction pending the outcome of a thorough investigation. In cases without robust, supporting evidence outcomes shall be decided on the "balance of probabilities" and justified in writing.

Once the Club has established, on the balance of probabilities, that there was discriminatory conduct, the individual shall be invited to attend an education session run by a suitable education provider. Education and/or restorative justice shall take place as soon as possible after any incident of discriminative language or behaviour. Once feedback from that session has been provided to the Club, with the consent of the individual, the Club shall then decide on an appropriate sanction before inviting the individual to a hearing.

8.12 Ticketing Breaches/Offences

The Club shall take a pragmatic approach to ticketing breaches/offences. The Club shall use their discretion on a case-by-case basis and look to impose sanctions ranging from a written warning to a lengthy club ban. Where there has been wilful fraudulent use of a ticket to the financial detriment of a club, costs should be paid back to the club after a mutually agreed repayment plan.

APPENDIX - OFFICIAL CLUB SANCTIONS 2024-25

LEVEL	BREACH OF REGULATION	POSSIBLE SANCTION	NOTES
LEVEL 1	• Smoking/vaping • Alcohol offences (not involving police) • Persistent standing/standing on seats. • Anti-social behaviour (e.g., persistent use of foul and abusive language, excessive gesturing towards opposition supporters, 'horseplay' impacting others. • Conduct that compromises the safety of spectators and/or others. • Non-co-operation with stewards.	**• Safety standards letter** **• Written warning** **• Acceptable behaviour contract.** **• Suspended club ban** **• Club ban (maximum three home matches)** **• Five-match ban for breaches away from home** **• Sanction doubled if there is a repeat of the breach within one year**	1. These sanctions are a guide/benchmark only. The Club retains the discretion to impose alternative sanctions depending upon the individual circumstances of the case. These sanctions are also independent of any other investigation, action and/or sanction that may be imposed by the Police and other relevant authorities). The Club may provide/receive relevant information to/from the Police and/or other relevant authorities to assist with their investigations. 2. Suspension means that the individual is suspended from purchasing tickets from the

	• Ejection from home or away stadium (not leading to police involvement). • Refused entry to home or away stadium (not leading to police involvement). • Reckless/intentional damage to club property under the value of £100	**• Educational and restorative justice options will also be available**	Club and attending all Club home matches for the duration of the suspension. If the individual is a season ticket holder or member, then the season ticket or membership card and the account will be suspended and cannot be used during the suspension period. The season ticket or membership card and the account will be reactivated upon the expiry of the suspension. Any individual who is suspended shall not be entitled to any refunds for the period of suspension. 3. The Club reserves the right to change this guide from time to time without prior notice. In the event that any changes are made, the revised guide shall be published on the Club website at www.weareimps.com
LEVEL 2	• Deliberate damage to property • Missile throwing • Pitch encroachment • Reckless/intentional damage to club property over £100. • Aggressive language/ behaviour • Assault on club premises • Use or possession of pyrotechnics • Use or possession of illegal drugs • Use of prohibited items as per ground regulations • Serious public disorder/anti-social behaviour	**• Written warning** **• Lengthy ban** **• Indefinite club ban subject to two-year review** **• Educational and restorative justice options will also be available** • Threatening behaviour and/or harassment of staff and or contractors is likely to result in a lengthy or indefinite ban	

	• Hate crime/discrimination (including online) • Breach of existing club ban • Threatening behaviour and/or harassment of staff and or contractors		