

## **DECISION OF THE ENGLAND BOXING DISCIPLINARY PANEL**

**In the matters of:**

**(1) LENNY HAGLAND**

**&**

**(2) REGGIE HAGLAND**

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### **THE PANEL'S DECISION AND REASONS**

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1. These are the written reasons and decision of the England Boxing Disciplinary Panel, which sat on 6<sup>th</sup> January 2019, in the conjoined cases of Lenny Hagland and Reggie Hagland (the “First” and “Second Respondents”).
2. The independent Panel appointed by England Boxing (“EB”), pursuant to its Disciplinary Procedure (“the EB Procedure”), was Mr. Craig Harris, barrister (Chair); Mr. Tiran Gunawardena, solicitor; and Mr. Derek Rulten, England boxing member.
3. The ‘Responsible Person’ in the case was Mr. Gordon Valentine.
4. England Boxing was represented at the hearing by counsel, Ms. Charlotte Mitchell-Dunn.
5. The First Respondent attended the hearing and represented himself in person. He also represented his son, the Second Respondent, who did not attend. The Panel had been informed of the Second Respondent being unable to attend in advance. His absence would not be held against him – or indeed either Respondent – as the issue in each of their cases was the same and amounted to an argument over the extent of EB’s jurisdiction and applicability of its Code of Conduct, upon agreed facts, such that the Second Respondent would not be prejudiced by his non-attendance/inability to give oral evidence.

## **CHARGE**

6. By letters dated May 2018, both Respondents were charged as follows:

*“That you on 28<sup>th</sup> January 2018 at Islington Boxing Club you (sic.) supported sparring involving persons under ten years old via an Islington Boxing Club Event namely ‘Inter Club Sparring for boys and girls aged 5-15 years old’.*

*Contrary to EB notice issued October 2017 and England Boxing Code of Conduct”.*

7. The wording of the EB Code of Conduct need not be rehearsed in full here; it is available to all concerned and its requirements are well known. Aspects of it are, however, particularly relevant to the issues in this case and are referenced below.

## **ENGLAND BOXING NOTICES – SPARRING BY UNDER 10s**

8. The ‘EB Notice’ of October 2017, as referred to in the charge, can be found at pages 5 and 6 of the bundle relied upon by EB in support of its case. There appear to be two notices pertaining to the same subject matter.
9. The first, entitled, ‘*Sparring Update*’ (p.5 of the bundle) makes clear that EB will only accept registration of boxers after their tenth birthday. EB thereby “debars” children under ten years old from taking part in sparring under its jurisdiction. The notice says that “*this is for medical/safeguarding reasons*” and says that, “*Clubs who are associated with classes or any activity with children under ten must not allow sparring amongst these children*”. It explains that the EB National Compliance Manager, Gordon Valentine, should be contacted for any further information in respect of the notice.
10. The next notice, entitled, “*Important update – Clarification of Sparring*” (page 6 of the bundle), sets out further provisions and regulations for sparring under EB’s jurisdiction i.e. the rules that apply to its members in this respect, in addition to the central rule relating to under-10s as set out above. It repeats at rule two that, “*under no circumstances is sparring permitted for any boxer under the age of 10 years old*”, and says that a failure to comply with any of the conditions

set out in the notice is, *“not only a breach of England Boxing Regulations but also invalidates England Boxings insurance cover for the boxers and coaches concerned”*.

### **BURDEN AND STANDARD OF PROOF**

11. The burden of proving the charge was on England Boxing.
12. The applicable standard of proof was the balance of probability.
13. The balance of probability means the Panel will be satisfied an event occurred if it considers that, on the evidence, the occurrence of the event was more likely than not. The same standard applies to the Panel’s consideration of whether any proven act or omission amounts to a violation of the Code of Conduct, taking account of any applicable defence. EB has the burden of disproving any such defence to the same standard.

### **BACKGROUND**

14. The background facts of this matter are not in dispute and, therefore, do not require detailed rehearsal. The issue in the case is whether, upon those facts, the Respondents’ violated the EB Code of Conduct.
15. On 27<sup>th</sup> January 2018 an “inter-club sparring/exhibition event” (as the First Respondent described it; see page 4 of EB’s bundle) took place upon the premises of Islington Boxing Club (“IBC”).
16. IBC is an EB-affiliated club. Both the First and Second Respondents are members of EB, with the First Respondent being the CEO of IBC and the Second Respondent being the Club Manager, as they are described under the Club letterhead seen at page 4 of the bundle. There was no issue that EB had jurisdiction to bring this case against them, albeit they denied that the sparring event fell under EB’s jurisdiction, which was the central issue in the case as set out below.
17. The sparring was advertised upon a poster, posted to social media (the Panel will return to the means by which the event was promoted in more detail below), entitled *“Islington Boxing Club – Inter Club Sparring for Boys and Girls from 5 – 15 years old”*.

18. There was no issue that not only was the event advertised as such, but children under the age of ten sparred on the day. That was never denied by the Respondents, either in written correspondence to EB about the event, their responses to charge or the oral representations made on their behalf at the hearing.
19. EB had written to the First Respondent on 21<sup>st</sup> February 2018 explaining that EB had come to understand that the sparring event on 27<sup>th</sup> January 2018, advertised as being for 5-15 years old children, had gone ahead. EB asked the First Respondent to confirm whether any children under ten years old were involved in the bouts and whether IBC was engaging children under ten in sparring as club activity.
20. By letter of 23<sup>rd</sup> February 2018, with the header 'Islington Boxing Club', the First Respondent replied confirming that the sparring event had taken place on "the club premises" and featured children who were under ten-years-old. He stated, however, that the IBC was not engaging children under that age in sparring as club activity, because the sparring event had been run by Islington Community Sports Academy ("ICSA"), which is the registered umbrella company under which IBC operates.
21. In the same letter, the First Respondent explained that the sparring event was fully insured under ICSA's insurance policy and that EB does not recognise boxers under ten years old at all, as they are not even permitted to be registered with EB (see the notice at §9 above).
22. In light of the above information, EB brought charges against the Respondents in May 2018, as set out above, on the basis that allowing children under 10 years of age to spar was in violation of its Notices on this subject and was, thereby, contrary to the Code of Conduct.

### **RESPONSE TO CHARGE**

23. The First Respondent replied to the charges by email on behalf of both Respondents on 8<sup>th</sup> May 2018.
24. He said, in short, that both denied the charges on the basis that the sparring session was not an IBC event.
25. To add some understanding to the nature of that defence, the Respondents' position, by combination of the letter of 23/02/18 (§20 above), the email of 08/05/18 in response to charge

and that which the First Respondent would explain at the hearing, was that if (i) EB did not recognise boxers under ten years old, because children under that age were not even entitled to register with EB, and (ii) the event involving sparring by children under that age was an ICSA event (ICSAs not being an EB-affiliated company) rather than an IBC event, for which (iii) ICSA had appropriate safety measures and insurance in place, then (iv) the Respondents ought not be liable for violating the EB Code/Notices as their membership of EB did not mean that EB's jurisdiction should extend so as to apply to any and all aspects of their business operations, such as those through ICSA – especially where their alleged offending behaviour involved engagement with those (under tens) who were legally allowed to spar, but were not even recognised by EB for any purposes, let alone sparring.

### **HEARING & ANALYSIS**

26. It was obvious to the Panel that all parties to the hearing had capably identified the narrow scope of the issue that actually needed to be determined; did the application of EB's rules and Code extend to cover the Respondents conduct that was the subject of this case and, if so, did their conduct put them in breach of the Code of Conduct. Both accepted that they were at the sparring event and took part to different degrees.
27. EB opened the case by reference to the agreed facts set out above and then relied upon the evidence set out in its bundle in support of the charge, which did not need recitation.
28. EB was willing to accept that the sparring event might have been run under an ICSA insurance policy and, to that extent, might be described as an ICSA event. The First Respondent had produced documentation at the hearing to show that ICSA held an insurance policy covering sparring by those aged 5-10 years old, independently of EB's insurance policy as would have covered IBC, as well as other documentation to show that ICSA existed as an independent entity to – albeit as parent company of – IBC.
29. EB's submissions, nonetheless, were that:
  - (i) There was no meaningful separation between ICSA and IBC so far as the event on 27<sup>th</sup> January 2018 was concerned, such that IBC and, through the club, the Respondents, had therefore run and participated in an event that was contrary to their membership of EB; and

- (ii) Even if there was a constructive separation between ICSA, in their running of the event, and IBC, the Respondents' participation in the event still put them in breach of the Code of Conduct to which they must adhere as EB members.
30. The First Respondent gave evidence at the hearing and was able to make further submissions in closing the case, having been cross-examined by EB.
  31. He maintained the point that ICSA and IBC were separate corporate entities notwithstanding that ICSA used (as it often does) the IBC premises for its event and, on that basis, argued that the Respondents' involvement in the event was outside the scope of application of EB's rules and Code of Conduct.
  32. He raised the question of how far EB's jurisdiction might extend in such circumstances. He pointed out, in addition, that this was not a case of EB-registered boxers being allowed to spar contrary to EB rules. This, he said, was sparring between children who were allowed to spar and were insured through ICSA to do so, but whom (for being under ten years old) were not even recognised by EB, such that the event did not fall within EB's jurisdiction; it was an event run by a non-EB affiliated company involving boxers who could never fall under EB's jurisdiction.
  33. In support of those arguments, the First Respondent repeated throughout his evidence and submissions that no EB-registered boxers took part in the sparring event. That was, of course, essential to his argument that the event did not fall within the scope of EB rules. Had an IBC, EB-registered boxer taken part, there could be little doubt that the event/those taking part, on IBC premises, would have fallen within the application of EB rules such that allowing a child under ten to spar would have violated the relevant notices.
  34. Questions from EB and the Panel of the First Respondent on that important point in his defence, however, revealed answers that the Panel found instructive to its considerations.
  35. The corollary of the First Respondent's emphasis that no EB-registered boxers took part in the sparring event, meaning that matters relating to it ought not be sanctionable under EB rules, was that the participation of any EB boxers in the event would have left them – and presumably the event/others involved who were EB-registered – susceptible to sanction under the EB code.
  36. The First Respondent offered such a view himself. In response to a question from the Panel as to whether his view of EB's jurisdiction over the event would have changed had any boxers taken

part who were recognised by and registered to EB taken part, he replied in the affirmative, saying that in his view under the rules those *boxers* would be susceptible to sanction.

37. The First Respondent himself, however, was an EB member and plainly participated in the event along with his son, the Second Respondent. It appeared to the Panel that if the First Respondent was right, that an EB registered boxer would be liable to sanction for taking part in this sparring event, by virtue of their being so registered, then he fell subject to the jurisdiction of EB on exactly the same basis if the event itself was in violation of EB rules and the Code of Conduct.
38. The Panel was cautious to ensure that the First Respondent had not inadvertently implied that he should be liable under EB rules for his part in the sparring event by reference to those answers and, in that regard, asked EB what its position would be if, for example, an EB registered boxer took part in an unlicensed/white collar boxing event; would that cause an issue under the Code of Conduct for the boxer so far as EB were concerned, bearing in mind such an event itself would not be EB regulated? If not, then presumably an EB registered trainer/coach could participate in such an event without repercussions too. If that were the position, then could EB's reach extend to cover the Respondents' conduct on 28<sup>th</sup> January 2018 in respect of an event and boxers that it did not regulate?
39. EB's position (although the matter was not the subject of detailed submissions or argument) was that it would expect any of its registered boxers to inform EB if they were to partake in an unlicensed/white collar event, but that ultimately their doing so would not be a matter over which EB would consider its jurisdiction to extend so as to charge the boxer under the Code of Conduct, all other things being equal.
40. That surprised the Panel to some extent, in that it suggested EB saw no issue (at least to the extent of engaging the EB Discipline Procedure) with registered boxers taking part in unregulated events and fighting boxers who were not EB "carded", having gone through the relevant medical checks and achieved a certain standard and the like.
41. But, so far as EB was concerned, that did not change the position of the Respondents on the facts of this case because through IBC, which was an affiliated club, they had engaged in sparring activity not only with unregistered boxers (which seemingly violated the notice set out at page 6 of the bundle, requiring all boxers to be registered before being able to spar at an EB affiliated club) but those under ten years old, which was expressly banned by EB rules.

42. The First Respondent raised the question of how a trainer would ever know a boxer was ready to be “carded” if they could not spar before being registered for that purposes, but EB pointed out that the notice allowed for boxers to be registered for recreational or competitive sparring (rule 1 of the notice), such that they should begin as the former and progress accordingly.
43. Considering all of those arguments, the Panel found that by combination of the two notices (pages 5 & 6 of the bundle) the important point was that EB has unquestionably barred those children under ten years old from sparring in environments/under the supervision of those who are under its jurisdiction, notwithstanding that under-tens themselves are not even able to register as EB members. The notice at page five makes clear that, “Clubs [i.e. EB registered clubs, so IBC here] *who are associated with classes or any activity with children under ten* [albeit those aged children cannot register with EB themselves] *must not allow sparring amongst these children*”.
44. EB affiliated clubs might well undertake activities with children under ten. The point is that those children cannot be registered with EB, so that in accordance with the notice at page 6 of the bundle they cannot spar through the club activity. It follows that, by the terms of their membership of EB, a Club or its officials who permit sparring between under tens as part of any classes or activities involving children under that age would violate that EB notice and, it follows, the EB Code of Conduct [see the second and fourth bullet points set out in the Code of Conduct].
45. The Panel therefore turned to the question of whether the sparring event concerned in this case was an IBC event in any way, notwithstanding that it might have been covered by an insurance policy held by ICSA, as EB accepted, and whether the Respondents might have violated the Code even if this was strictly an ICSA event by virtue of the fact that they are regulated in person as members of EB, regardless of whether a particular event is an EB-regulated event or not.
46. The Panel concluded that on the balance of probabilities IBC and, thereby, the Respondents, both of whom were present at the sparring event, did engage itself in the event.
47. The Panel took the following matters into account in this respect:
  - (i) The social media poster advertising the event (page 2 of the bundle) is entitled “Islington Boxing Club” and gives the address of the event as being at the IBC premises. The poster also shows an IBC branded boxing ring in the background. The poster refers to spectators coming to “show your support to the club” under a ticket price of £5 per person. Anyone

attending having seen that poster would have thought they were attending an IBC event, as they apparently were.

- (ii) After the event, IBC's Twitter account (see page 4 of the bundle) thanked other EB affiliated clubs for taking part in the event at "our gym". The First Respondent accepted that the other gyms named were known to him as putting boxers forward at EB events, such that they would have been known as being EB affiliated.
- (iii) Whilst IBC is stated on various documentation provided by the First Respondent at the hearing as being under the umbrella of ICSA, it (IBC) is still a trading entity in its own right and, as the First Respondent accepted, anyone 'on the street' who referred to events at the premises at 20 Hazleville Road would refer to it as the 'Islington Boxing Club'. IBC was the known 'brand' in the industry and the First Respondent accepted that he has, and does, leverage off that to maximise commercial gain. ICSA even owns vehicles that are emblazoned with IBC logos and, whilst there is nothing wrong with that in itself, it suggests there is no meaningful separation between the two entities for these purposes – especially, with specific reference to the sparring event concerned, when one considers that there was no reference to ICSA in connection with the event in the social media posts or advertising mentioned above.

48. It would be one thing if, say, the umbrella company was EB registered and a subsidiary company (with its own corporate identify and not EB affiliated) ran the sparring event independently of the umbrella company; one wonders whether that would put the umbrella company in issue with EB. The Panel is not required to consider that issue here, but the fact that IBC (which is EB affiliated) is itself a held as a subsidiary of ICSA (which is not) makes no difference to its requirement to follow EB rules. For all intents and purposes, this was an IBC event even if financed/insured by ICSA. The Panel agreed with EB that there was no meaningful separation between those entities for the purposes of its considerations.

49. If that conclusion were wrong and one accepted the Respondents' case that this was entirely an ICSA event in terms of the corporate set up, IBC remained in breach of the notice providing that, "*Clubs who are associated with classes or any activity with children under ten must not allow sparring amongst these children*". IBC was, at the very least, "associated" with the event for the reasons given above, in the Panel's finding, and allowed sparring between under tens on its

premises in that connection. That placed it and its officials – the Respondents here – in breach of the EB notices and the Code of Conduct.

50. At the hearing, the First Respondent provided the Panel with a copy of the exact same poster as at page 1 of the bundle, but with the header 'Islington Boxing Club' removed and 'Islington Community Sports Academy' in its place. In fact, all references to IBC had been removed and replaced with ICSA, including in the premises address. But that new poster came after the event and – even if it were produced and disseminated in advance of the sparring session, as the First Respondent said it was, when administrators realised their error of putting IBC's name on the poster – the poster on social media with IBC's name did not change. The First Respondent accepted the poster at page 1 of the bundle was not actually replaced i.e. it remained in public view, advertising the event. Moreover, it was IBC as a club who thanked those who took part in the event at "our" gym on Twitter, as the First Respondent accepted, after the event itself. So, the 'new' poster did not change any of the considerations set out above.
51. If the Panel was wrong in any of its conclusions as set out above, it also agreed with EB's submission to the effect that the Respondents would be in violation of the EB Code of Conduct for themselves partaking in an event where under tens were sparring, on EB affiliated club premises (however so owned).
52. ICSA does not fall within the jurisdiction of EB for the purposes of its regulatory and disciplinary processes, as it is not a member. Neither, therefore, can EB dictate whether or not any insurance policy held by ICSA with a third-party insurer in respect of the participants in the event on 27<sup>th</sup> January 2018 would be valid or not. Under the EB Notices, only its own insurance policies might be invalidated by any member's breach of its rules.
53. But neither of those observations address the central aspect of this issue in the case: the question is not solely to do with ICSA's conduct or its insurance cover, but whether those members of EB who are charged breached the EB Code of Conduct.
54. The Respondents are regulated in person, as EB members, and their membership is subject to a requirement that they act in accordance with EB's rules and the Code of Conduct at all times. Pursuant to their agreement of membership, as set out in the Code of Conduct, they must abide with EB's rules and not act against the interests of the sport or EB, or bring the sport or EB itself into disrepute.

55. The Panel found that the Respondents had violated the Code of Conduct in these respects, by partaking in an event whereby children under ten were sparring whilst EB expressly sets out that they ought not and gives reasons for the same. That is different to partaking in an event, say, where boxers are not EB registered but would not be expressly banned from sparring even if they were (registered). Permitting – indeed facilitating, rather than being unable to prevent – sparring between under tens on EB affiliated club premises, in particular, fell foul of the Respondents’ responsibilities under the Code of Conduct in the Panel’s finding.

### **DECISION ON LIABILITY**

56. The Panel therefore found the charges against both Respondents, Lenny Hagland and Reggie Hagland, proved as alleged by England Boxing.

57. That decision was unanimous in all respects.

### **SANCTION**

58. The Panel invited submissions from EB as to the appropriate level of sanction and the First Respondent in mitigation on behalf of both Respondents, although much of their mitigation had been set out by way of background to the Hagland family’s life in boxing when the First Respondent gave his evidence.

59. The First Respondent had told the Panel that he had been involved in the sport since he was nine years old, through his father’s involvement with Islington Boys Club, which became IBC. He had boxed from the age of nine, coached, been on the Club committee and been the chair of London Boxing, as well as holding various other positions in the sport, particularly in London. ICSA is a voluntary entity. IBC runs a vast offering of boxing facilities – it runs twenty-six training sessions per week at its premises, had 120 EB-carded fighters last year, 80 of whom competed, and that number of competitive boxers might rise to 90 this year. Six of the twenty-six sessions each week are for the competitive boxers, but up to a thousand recreational users might attend the other sessions, be they IBC or ICSA members. The First Respondent explained how a boxer might be promoted from being a recreational boxer registered with ICSA to an IBC competitive fighter, as part of his case as it was on the distinction between those entities.

60. The Panel was immediately concerned about the nature of the breach concerned in this case; allowing children under ten to spar, against EB notices barring them from doing so for medical reasons, albeit those under ten who took part in the session were apparently few in number and no injuries occurred – the Panel only had the First Respondent’s evidence on those points, which therefore had to be accepted in the absence of any suggestion to the contrary.
61. EB explained, however, that they considered the Respondents and IBC to be highly valued members of EB and against the strength of their mitigation and good record, as well as continued efforts between the parties to resolve a situation whereby the Respondents can continue their ICSA-related activity without falling foul of EB rules, suggested that both Respondents should only be sanctioned by way of a reprimand and nothing more (there was no need to impose any conditions that they ought not engage in sparring involving under tens, as EB rules already provide for that as this decision makes clear).
62. This is an arbitral process and, in those circumstances, the Panel felt compelled to impose no more severe a sanction than was sought by EB. The First Respondent submitted that there should be no penalty at all, but for the reasons given above the Panel concluded that the matters found proved did need to be marked as a breach of EB’s rules and Code.

#### **DECISION ON SANCTION**

63. By unanimous decision of the Panel, both Lenny Hagland and Reggie Hagland were therefore reprimanded, pursuant to EB’s Disciplinary Procedure.
64. It was pointed out to the First Respondent that their being sanctioned in this way did not, in fact, impose any burden/obligation upon them, or interfere with their continuing operations at IBC, provided their conduct was within the rules and spirit of the EB Code.

#### **RIGHT OF APPEAL**

65. A right of appeal is available to the Parties in accordance with Rule 40 of the EB Procedure.

66. There are no provisions in the EB Procedure to govern the implementation and enforcement of the sanctions set out above in the event of any appeal being lodged by the Respondents i.e. whether their sanctions, or any part of them, should be suspended pending any appeal process, from the time at which any notice of appeal is lodged. The Panel leaves that as a matter for England Boxing to consider, should the need arise.

1st February 2019

Craig Harris (Chair)

Tiran Gunawardena

Derek Rulten