

**IN THE MATTER OF PROCEEDINGS BROUGHT UNDER THE ANTI-DOPING RULES
OF THE RUGBY FOOTBALL LEAGUE**

Before:
David Casement QC
Dr Kitrina Douglas
Prof. Dorian Haskard

Between:

UK ANTI-DOPING LIMITED

Anti-Doping Organisation

and

HARRY REARDON

Respondent

DECISION

Introduction

1. By a charge letter dated 20 December 2017 ("the Charge Letter") the Respondent, Harry Reardon, was charged in relation to an Anti-Doping Rule Violation ("ADRV") by UK Anti-Doping ("UKAD"). Mr Reardon was a professional Rugby League player

who at the time of the Charge Letter was signed to Rochdale Hornets RFLC having previously been signed to Warrington Wolves RLFC.

2. The Charge Letter alleged that Mr Reardon had committed an Anti-Doping Rule Violation under Article 2.1 of the UK Anti-Doping Rules in that two prohibited substances, namely 2 α -methyl-5 α -androstan-3 α -ol-17-one (a metabolite of drostanolone) and exogenous 19-norandrosterone at an estimated concentration of 15ng/mL, were present in a urine sample collected from Mr Reardon on 30 November 2017, during an Out-of-Competition test.
3. Drostanolone is listed under section S1a of the WADA 2017 Prohibited List as an Exogenous Anabolic Androgenic Steroid. Exogenous 19-norandrosterone is listed under S1b of the WADA 2017 Prohibited List as an Endogenous Anabolic Androgenic Steroid that is prohibited when administered exogenously. Both drostanolone and 19-norandrosterone are Non-Specified Substances that are prohibited at all times.
4. In the Charge Letter Mr Reardon was also suspended from participating in all sport from the date of the Charge Letter until the conclusion of the proceedings.

Procedure

5. Following the service of the Charge Letter Mr Reardon initially engaged with the process by way of email correspondence with UKAD. In an email dated 30 January 2018 Mr Reardon stated: "I told you on the phone that I want to plead guilty to have (sic) taken the substances but not guilty of taking them whilst signed at any club." It is clear from this email that Mr Reardon accepted that he had taken the Prohibited Substances but was contending that he was not signed to a club at the time of the Out-of-Competition Test on 30 November 2017.
6. In an email dated 1 February 2018 UKAD set out the basis upon which it contended that, even if Mr Reardon was between clubs, he was still subject to the UK Anti-Doping Rules. We return to that below under the heading of jurisdiction.

UKAD went on to set out three options for Mr Reardon and invited him to choose between them. The second option was as follows:

“Admit the ADRV but dispute the 4-year ban – you can accept the presence of 2 x Prohibited Substances in your urine sample, but dispute the 4-year ban on the basis that you have mitigating circumstances (for example, that the ADRV was not intentional and/or that you bore No Significant Fault or Negligence). In this scenario, your case will be referred to the NADP for determination at a hearing.”

7. Mr Reardon replied by email on 5 February 2018: “Option 2.” Mr Reardon thereby accepted he was in breach of the Anti-Doping Rules as alleged in the Charge Letter and the only matter to be determined was sanction. Further by accepting the option Mr Reardon thereby requested a hearing.
8. Despite numerous attempts to contact Mr Reardon thereafter he has failed to respond to UKAD or the National Anti-Doping Panel (“NADP”) secretariat. A telephone directions hearing was held on 15 March 2018 which he failed to attend. He did not comply with any of the directions and failed to submit witness evidence or written submissions as directed. The hearing which he had requested took place on 24 April 2018 as directed but he did not attend. UKAD was represented by Phillip Law as Advocate together with Charlotte Landy.

Jurisdiction

9. The Rugby Football League is the National Governing Body of rugby league in the UK and has adopted the UK Anti-Doping Rules. By an agreement dated 30 June 2016 Mr Reardon entered into a Rugby League Full Time Player’s Contract of Employment with Warrington Wolves RLFC. The specified date for the end of the contract was 30 November 2017.
10. By clause 12 of the contract Mr Reardon agreed to comply with the Anti-Doping Rules. By clause 1.3 of the contract Mr Reardon was obliged to complete a Registration Form as part of that contract. A copy of the Registration Form signed

by Mr Reardon on 27 June 2017 has been provided to the Tribunal and in it Mr Reardon declared he “will be subject to the RFL Operational Rules including the Rules covering drug testing and misconduct.” Importantly the Registration Form also provided that: “A player shall be bound by the Operational Rules upon submissions to the RFL of a correctly completed official registration form and other required documents. Twelve months after a player is declared a free agent, under the operational rules he shall no longer be bound by the operational rules provided that he has not completed another official registration form.”

11. Mr Reardon was tested on 30 November 2017. It does not give a time. His contract with Wolves came to an end on 30 November 2017. It is likely that as a matter of interpretation the contract came to an end at midnight on 30 November 2017 – that is, 2400 hrs on that date – in which case the test took place whilst he was under contract to Wolves. Even if that is not correct the Tribunal is satisfied that Mr Reardon was subject to the RFL Operational Rules and hence the UK Anti-Doping Rules for a period of 12 months following the end of his contract with Wolves.

The Rules

12. This is Mr Reardon’s first ADRV. The starting point therefore for the period of Ineligibility is set out in UK ADR 10.2:

“10.2 Imposition of a Period of Ineligibility for the Presence, Use or Attempted Use, or Possession of a Prohibited Substance and/or Prohibited Method

The period of Ineligibility for an Anti-Doping Rule Violation under Article 2.1,2.2 or 2.6 that is the Athlete or other Person’s first anti-doping offence shall be as follows, subject to potential reduction or suspension pursuant to Article 10.4, 10.5 or 10.6:

10.2.1 The period of Ineligibility shall be four years where:

(a) The Anti-Doping Rule Violation does not involve a Specified Substance unless the Athlete or other Person can establish that the Anti-Doping Rule Violation was not intentional

(b) [...]

10.2.2 If Article 10.2.1 does not apply, the period of Ineligibility shall be two years.

13. The definition of Intentional is set out at UK ADR 10.2.3:

“As used in Articles 10.2 and 10.3, the term “intentional” is meant to identify those Athletes or other Persons who cheat. The term, therefore, requires that the Athlete or other person engaged in conduct which he or she knew constituted an Anti-Doping Rule Violation or knew that there was a significant risk that the conduct might constitute or result in an Anti-Doping Rule Violation and manifestly disregarded that risk...”

14. In the context of this case this means Mr Reardon had to satisfy the Tribunal on the balance of probabilities that he did not intentionally commit an Anti-Doping Rule Violation. If that burden were discharged then the starting point for the sanction is 2 years as opposed to 4 years.

15. In order to obtain an elimination or a substantial reduction in the period of Ineligibility Mr Reardon must bring himself within the provisions of Articles 10.4 by satisfying the Tribunal that he bears No Fault or Negligence or 10.5.2 by satisfying the Tribunal that he bears No Significant Fault or Negligence. The burden of proof rests upon Mr Reardon to satisfy the Tribunal of these matters.

Conclusion

16. The Respondent having initially admitted the Anti-Doping Rule Violation then requested a hearing at which he could seek to reduce the Period of Ineligibility thereafter failed to engage with the process or to comply with the directions. The Respondent failed to take up the opportunity to place evidence before the Tribunal so as to reduce the sanction. The Tribunal concludes that the Respondent has failed to establish any basis for the elimination or reduction of the sanction. The Tribunal therefore determines that a four year period of Ineligibility should be imposed on the Respondent.

17. The Tribunal makes the following decision:

17.1 It has been established that the Respondent has committed an Anti-Doping Rule Violation contrary to UK Anti-Doping Rules Article 2.1;

17.2 The Respondent shall be subject to a period of Ineligibility from the date of the Sample collection being 30 November 2017 until midnight on 29 November 2021.

18. In accordance with the ADR, the Respondent, UKAD and other applicable bodies may file a Notice of Appeal against this decision with the Secretariat of the National Anti-Doping Panel within 21 day of receipt of this decision.

A handwritten signature in black ink, appearing to read 'David Casement', is positioned over a large, light blue circular watermark in the background of the page.

David Casement QC
Chairman on behalf of the Tribunal
15 May 2018, London



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