

**IN THE MATTER OF PROCEEDINGS BROUGHT UNDER THE ANTI-DOPING RULES OF
THE ENGLAND AND WALES CRICKET BOARD**

Before:

David Casement QC (Sole Arbitrator)

BETWEEN:

ENGLAND AND WALES CRICKET BOARD (“ECB”)

Anti-Doping Organisation

and

TOM WOOD

Respondent

DECISION OF THE NATIONAL ANTI-DOPING PANEL

Introduction

1. The England and Wales Cricket Board (“the ECB”) is the national governing body for the sport of cricket in England and Wales. Mr Tom Wood is employed by Derbyshire County Cricket Club (“the Club”) as a professional cricketer. Mr Wood has played for the Club since around the age of ten when he was part of the Club’s academy system. Apart from intermittent requests for him to play in the first team he has been predominantly a second team player since

his first class debut for the Club in 2016. He is a Cricketer for the purposes of the ECB Anti-Doping Rules (“the ADR”).

2. On 11 September 2021 UKAD Doping Control Personnel collected a urine Sample from Mr Wood Out-of-Competition while he was at the Club. This was the first time Mr Wood had ever been tested. He has suffered from asthma since he was twelve years old and since then has used a terbutaline inhaler to treat his condition.
3. By a Notification Letter dated 8 February 2022 Mr Wood was notified that his Sample had tested positive for terbutaline and he was provisionally suspended from playing cricket. By a charge letter dated 21 March 2022 Mr Wood was charged by the ECB with two Anti-Doping Rule Violations (“ADRVs”) under ADR Articles 2.1 and 2.2 which are strict liability offences and he has admitted those charges. This hearing is therefore only concerned with the appropriate sanction that Mr Wood should receive under ADR Article 10.
4. The Prohibited Substance that was found in Mr Wood’s Sample was terbutaline, a Specified Substance. The starting point on sanction is a two-year period of Ineligibility under ADR Article 10.2.2, unless the ECB can establish the ADRVs were ‘intentional’ within the meaning of ADR Article 10.2.3 in which case the starting point would rise to four years. The ECB accepted that Mr Wood did not intend to cheat and accepted that his actions were not ‘intentional’.
5. In a case such as this the burden is therefore on a player to establish, on the balance of probabilities, that the two-year period should be eliminated or reduced by virtue of the concepts of No Fault or Negligence or No Significant Fault or Negligence, respectively. Mr Wood does not seek to say that he bore No Fault or Negligence but he does contend that he bore No Significant Fault or Negligence in the circumstances in which terbutaline came to be in his body and for not having an appropriate Therapeutic Use Exemption. If I find that he bears No Significant Fault or Negligence the sanction may range from a reprimand with no period of Ineligibility to a two year period of Ineligibility.

6. The final hearing of this matter took place on 8 June 2022. Those attending the hearing were as follows:

David Casement QC, Chairperson

Alisha Ellis, NADP Secretariat

Tom Wood, the Respondent

Pippa Manby, Counsel on behalf of the respondent

Phil Hutchinson, Solicitor for the respondent

Harry Bambury, for the respondent

Ian Thomas, for the respondent (PCA)

Charlie Mulraine, for the respondent (PCA)

John Wood and Dawn Wood, Respondent's parents

Billy Godleman, witness (by video link)

Ross Brown, ECB's legal representation (Onside Law)

Lily Elliott, ECB's legal representation (Onside Law)

Meena Botros, ECB

James Fuller, ECB

Tom Middleton, Observer (UKAD)

Jurisdiction and Procedure

7. The relevant ADR in force at the time that the samples were collected, was the ADR effective from 1 January 2021. ADR Article 1.1.1 provides that the ADR applies to all Cricketers who are members *“of organisations that are members or affiliates or licensees of the National Cricket Federation”*. At all times material to these proceedings, Mr Wood was employed by the Club which is a member of the ECB.
8. ADR Article 1.2 then requires that Mr Wood’s eligibility to play in any *“Match or other activity organised, convened or authorised by the National Cricket Federation”* is conditional upon his agreement to being bound by, and complying with, the ADR. Amongst other things, this Article requires Mr Wood to submit to the exclusive jurisdiction of an Anti-Doping Tribunal convened under the ADR to hear and determine the charges brought against him.
9. The anti-doping roles and responsibilities of the ECB are set out in the Anti-Doping Code of the International Cricket Council (“the ICC”), the international federation that the ECB is a member of, and the UK National Anti-Doping Policy. In accordance with those responsibilities, the ECB has adopted the ADR with the approval of UK Anti-Doping (“UKAD”) In accordance with the World Anti-Doping Code (“the Code”), the ICC and UKAD may delegate any aspect of Doping Control, including Results Management, to the ECB as a Delegated Third Party provided the ECB carries out its delegated duties in compliance with the Code, the related International Standards, UKAD Rules and the ICC Anti-Doping Code.
10. The ECB has been delegated responsibility for Results Management under ADR Article 7.1.2, by the ICC and UKAD. The Introduction to the ADR confirms the same. For practical purposes in these proceedings, the delegated authority should be considered as coming from UKAD.
11. Therefore, Mr Wood is subject to the jurisdiction of the Panel and the ECB is the relevant Results Management Authority with jurisdiction to bring these proceedings. None of this is disputed by Mr Wood.

12. On 11 September 2021, under Mission Order M-1510202764, UKAD Doping Control Personnel collected a urine Sample from Mr Wood Out-of-Competition at the Club.
13. Assisted by the UKAD Doping Control Officer in attendance, Mr Wood split the urine Sample into two separate bottles which were given reference numbers A1169908 (the "A Sample") and B1169908 (the "B Sample"). Both Samples were transported to a WADA accredited laboratory, being the Drug Control Centre, King's College London. The A Sample was analysed in accordance with WADA's International Standard for Laboratories. Analysis of the A Sample returned an Adverse Analytical Finding ("AAF") for terbutaline.
14. Terbutaline is listed under section S3 of the WADA 2021 Prohibited List as a Beta-2-Agonist. It is a Specified Substance that is prohibited at all times.
15. At the time of the Sample collection, Mr Wood did not have a Therapeutic Use Exemption ("TUE") in place for terbutaline. On 3 November 2021, Mr Wood made an application to UKAD for a retroactive TUE. On 16 December 2021, Mr Wood's application was unanimously rejected by the UKAD TUE Fairness Review Panel. Mr Wood elected not to appeal that decision on 3 January 2022. The UKAD TUE Fairness Review Panel essentially found that Mr Wood should have applied in advance for a TUE as he was a first team player who had played 17 first team games in the 2021 season. The Fairness Review Panel rejected his argument that he should be able to apply retroactively as a second team player. I will return to this later in the decision but whilst there can be no certainty as to what would have happened had he applied in advance for a TUE I find on the balance of probabilities that he would be likely to have been granted one. I note the findings of the Fairness Review Panel on page 2 that there was no indication that Mr Wood used terbutaline other than therapeutically to treat his asthma. It also accepted as truthful that he mistakenly assumed he was not subject to an obligation to apply in advance for a TUE as he was considered a second team player.

16. On 8 February 2022, the ECB sent Mr Wood a letter (“the Notification Letter”) formally notifying Mr Wood in accordance with ADR Article 7.2.3, that Mr Wood may have committed an ADRV under ADR Article 2.1 and/or Article 2.2 and that he was immediately subject to a Provisional Suspension. Mr Wood was invited to provide explanations for the AAF.

17. On 17 February 2022, Mr Wood provided an explanation of how his A Sample returned an AAF for terbutaline. Mr Wood confirmed that he used an asthma inhaler prescribed by his doctor solely to manage and control his asthma during exercise and due to pet allergies. Mr Wood stated that, prior to being tested, he was not aware that it contained terbutaline. Mr Wood denied intending to commit an ADRV and stated that he did not intend to use his inhaler to enhance his sporting performance or to cheat. That response of 17 February 2022 was supported by a letter from his General Medical Practitioner dated 25 October 2021 and a letter dated 2 November 2021 from a Consultant Physician in Sport & Exercise who is clear that his asthma was treated with Budesonide and a Terbutaline inhaler.

18. Following a review of the evidence, it was determined that Mr Wood may have committed ADRVs pursuant to ADR Article 2.1 and/or Article 2.2, specifically:

- a. an ADRV pursuant to ADR Article 2.1 in that a Prohibited Substance, namely terbutaline, was present in a urine Sample provided by Mr Wood on 11 September 2021 numbered A1169908; and/or
- b. an ADRV pursuant to ADR Article 2.2 in that Mr Wood Used a Prohibited Substance, namely terbutaline, on or before 11 September 2021.

19. ADR Article 2.1 provides that the following constitutes an ADRV:

“The presence of a Prohibited Substance or its Metabolites or Markers in a Cricketer’s Sample

2.1.2...unless the Cricketer establishes that such presence is consistent with a Therapeutic Use Exemption granted in accordance with Article 4.3.”

20. ADR Article 2.2 provides that the following also constitutes an ADRV:

“Use or Attempted Use by a Cricketer of a Prohibited Substance or a Prohibited Method, unless the Cricketer establishes that such Use or Attempted Use is consistent with a Therapeutic Use Exemption granted in accordance with Article 4.3.”

21. Therefore, on 21 March 2022, the ECB sent a charge letter (“the Charge Letter”) to Mr Wood notifying him that he was being charged with two ADRVs in accordance with ADR Article 7.8.1. At paragraph 4.4 of the Charge Letter, the ECB notified Mr Wood that he would be issued with a period of Ineligibility of two years given that the ECB did not consider that the alleged ADRVs were intentional.
22. On 28 March 2022, Mr Wood responded to the Charge Letter confirming that he admitted to the charges set out in the Charge Letter. However, he also confirmed that he wished to make submissions to seek a reduced sanction and for the Consequences to be determined at a hearing before the National Anti-Doping Panel. The reduction he is purporting to seek will be on the basis of No Significant Fault or Negligence.

Rules

23. The provisions of ADR Articles 2.1 and 2.2 which Mr Wood accepts that he breached are set out above.
24. Article 10.6 of the ADR provides:

“Reduction of the Period of Ineligibility based on No Significant Fault or Negligence

10.6.1 Reduction of the Period of Ineligibility for Specified Substances, Specified Methods or Contaminated products, or in the case of Protected persons or Recreational Players for violations of Articles 2.1, 2.2 or 2.6.

All reductions under Article 10.6.1 are mutually exclusive and not cumulative.

10.6.1.1 Specified Substances or Specified Methods

Where the anti-doping rule violation involves a Specified Substance (other than a Substance of Abuse) or Specified Method, and the Cricketer or other Person can establish No Significant

Fault or Negligence, then the period of Ineligibility shall be, at a minimum, a reprimand and no period of Ineligibility and, at a maximum, two years of Ineligibility, depending on the Cricketer or other Person's degree of Fault."

25. Fault is defined in the ADR as:

"Fault is any breach of duty or any lack of care appropriate to a particular situation. Factors to be taken into consideration in assessing a Cricketer or other Person's degree of Fault include, for example, the Cricketer's or other Person's experience, whether the Cricketer or other Person is a Protected Person, special considerations such as impairment, the degree of risk that should have been perceived by the Cricketer and the level of care and investigation exercised by the Cricketer in relation to what should have been the perceived level of risk. In assessing the Cricketer or other Person's degree of Fault, the circumstances considered must be specific and relevant to explain the Cricketer's or other Person's departure from the expected standard of behaviour. Thus, for example, the fact that a Cricketer would lose the opportunity to earn large sums of money during a period of Ineligibility, or the fact that the Cricketer only has a short time left in his or her career, or the timing of the sporting calendar, would not be relevant factors to be considered in reducing the period of Ineligibility under Article 10.6.1 or 10.6.2."

26. No Fault or Negligence is defined in the ADR as:

"The Cricketer or other Person establishing that he/she did not know or suspect, and could not reasonably have known or suspected even with the exercise of utmost caution, that he/she had Used or been administered the Prohibited Substance or Prohibited Method or otherwise violated an anti-doping rule. Except in the case of a Protected Person or Recreational Player, for any violation of Article 2.1, the Cricketer must also establish how the Prohibited Substance entered his or her system."

27. No Significant Fault or Negligence is defined in the ADR as:

"The Cricketer or other Person establishing that his/her Fault or Negligence, when viewed in the totality of the circumstances and taking into account the criteria for No Fault or Negligence, was not significant in relationship to the anti-doping rule violation. Except in the case of a Protected Person or Recreational Player, for any violation of Article 2.1, the Cricketer must also establish how the Prohibited Substance entered his or her system."

28. It is clear from the definition of No Significant Fault or Negligence that Mr Wood must show on the balance of probabilities the source of the Prohibited Substance as a threshold requirement. I find that he has done so. The evidence of Mr Wood was clear and uncontested. The terbutaline entered his body as a result of his use of his asthma inhaler. He has suffered from asthma and used inhalers since he was a child and his use was known to the Club medical staff. None of this is disputed by the ECB. The position is clear from the medical evidence provided by Mr Wood in his response to the Notification Letter as set out above.

ECB Submissions and evidence

29. Counsel for the ECB expressed sympathy for the position of Mr Wood. The ECB called Mr Fuller who gave evidence as to the online anti-doping training that was provided in July 2020 and March 2021 and which Mr Wood attended. Mr Fuller dealt with anti-doping in the presentations and his colleague dealt with anti-corruption issues. In the course of his evidence he explained in detail the areas that were covered in the presentations which lasted for approximately 40 mins in total of which approximately 20 minutes was for anti-doping matters. These presentations were given online due to the pandemic.

30. Mr Fuller was cross-examined as to the adequacy of the training he provided and his experience of anti-doping in the context of cricket. It was asserted on behalf of Mr Wood that his presentation did not deal with TUEs and did not address the issue of asthma, namely the possibility of there being present a Prohibited Substance in an inhaler that was medically prescribed. Mr Fuller gave evidence that TUEs were discussed during the presentations, as is borne out by the teaching notes that he exhibited. He was adamant that medications including inhalers were discussed as, in his view, inadvertent doping was one of the biggest dangers in the sport. He rejected any suggestion that he was not careful in dealing with these dangers or that the overall presentation was inadequate to appraise players of the dangers of Prohibited Substances and the need to obtain TUEs as well as how to obtain them. He also informed players of his email address and mobile number should they have any queries. I was able to see these contact details were set

out in the slides shown during the presentations and the handouts that were sent to the clubs after the presentations.

31. During his evidence Mr Fuller confirmed that during the presentations he drew a distinction between first and second team players. First team players using medications must apply for TUEs in advance of playing whereas for second team players using medications could apply retrospectively in the event they tested positive for a Prohibited Substance. However he did state in oral evidence that he said at the time *“if you are in any doubt then apply in advance.”* When asked by the chair as to why a single clear message was not simply given to all cricketers who are subject to the ADR that they should all apply in advance for TUEs for medication, he was open in his answer. That was the advice that was being provided by UKAD and the ECB. There was a discussion as to why that was so and Mr Fuller confirmed that lack of resources was at least part of the reason.

32. This distinction between first and second teams was discussed during the course of opening and closing submissions. This highlighted that there were in fact two separate points that were worthy of consideration:

32.1 the distinction between the advice to first and second team players may lead to a situation where second team players consider that they can apply for a TUE retroactively after they test positive and this leads to the risk that such players will test positive and, for whatever reason, may be refused a TUE with potentially disastrous consequences;

32.2 there is actually no clear written definition of what is a first team player. The ECB accepted during the hearing that neither in the ADR nor in the material published online by the ECB was there a clear definition. It was unclear if it meant someone who predominantly played for the first team, played a one-off game or was expressly under contract as a first team player. The definition will determine if a player is in the National TUE Pool and whether they must apply in advance for a TUE or can apply retroactively. It is of some importance that the definitional distinction is made clear by the Anti-Doping Organisation.

33. It was accepted that the lack of clarity around this area is something that merits further consideration by the ECB. For my part the approach is not a satisfactory state of affairs. If definitions affect the legal rights and obligations of players those definitions should be clear, in writing and readily accessible by all players.

Mr Wood's Submissions and evidence

34. It was submitted on behalf of Mr Wood that he has suffered from asthma since he was a child and has openly used an inhaler throughout his career in cricket. The Club's medical staff have throughout his career been aware of his use of his inhaler.

35. It was further submitted that the training provided no information about TUEs and they were not even mentioned during the presentations. It was also contended that the presentations did not mention asthma. The overall submission was that the anti-doping training was inadequate and as a result Mr Wood was left not knowing that he was even in potential danger of committing an ADRV.

36. This was supported by Mr Wood's oral evidence in which he said the first he heard of TUEs and even the distinction between first and second team was after he had tested positive. It was pointed out to him that his evidence was inconsistent with what he had told the Fairness Review Panel as set out above and in particular his letter of 24 November 2021:

"It was my genuine belief that, as per the details on the UKAD website re cut-off levels for TUE applications. I fell into the retroactive rather than the advanced category. This is because I am a second eleven player. This is supported by the accompanying statement from the CEO of Derbyshire CCC confirming that I am a 2nd XI player, called up at short notice to play for the 1st team. In these circumstances I did not have time to apply for a TUE, which further compounded my belief that I could apply for a retroactive TUE."

37. In a letter from the Club's Chief Executive dated 30 May 2022 it was explained that there was an unprecedented injury list during the 2021 season which, together with the need to isolate for those testing positive for Covid-19, meant that Mr Wood was asked to play in an exceptionally large number of first team matches. In addition there was pressure on staff including the medical team to manage the additional work involved as a result of the Covid-19 protocols. It was accepted by the Club that the medical team missed opportunities to identify that Mr Wood required a TUE.
38. Supporting evidence was called and Billy Godleman who is a cricketer with the Club gave evidence to the effect that he did not recall any mention of TUEs or references to the possibility of inhalers for asthma potentially including Prohibited Substances. I was also provided with letters from Dr Chris Wright dated 14 March 2022, Sporting Chance dated 31 May 2022 and John Wood dated 31 May 2022.
39. It is clear that the positive test and the process that followed has had an adverse effect upon the mental health of Mr Wood.

Analysis

40. A significant number of authorities were referred to in the course of submissions seeking to draw factual comparisons with cases that have different, often very different, facts. I will address in this decision only a few of those authorities insofar as it is necessary to do so. I have however considered all of the authorities and all of the submissions as well as the evidence provided.
41. In the case of *Sharapova v ITF CAS 2016/A/4643* the CAS Panel held that:

“the “bar” should not be set too high for a finding of NSF. In other words, a claim of NSF is (by definition) consistent with the existence of some degree of fault and cannot be excluded simply because the athlete left some “stones unturned.” As a result, a deviation from the duty of exercising the “utmost caution” does not imply per se that the athlete’s negligence was “significant.””

42. In considering No Significant Fault or Negligence the ADR are clear that athletes are responsible for everything that enters their bodies. The ADR at Article 2.1.1 *"It is each Cricketer's personal duty to ensure that no Prohibited Substance enters his/her body."* ADR 1.4 also sets out the personal responsibilities of Cricketers including to acquaint themselves with the ADR including what constitutes an ADRV and what substances and methods are prohibited. It is because of those strict duties and the potential adverse consequences in the event of breach that education is provided by the ECB to players so as to help educate them as to their obligations and the ADR more generally. The players in turn are entitled to treat that information from the ECB as something to be relied upon when considering their obligations under the ADR.
43. I am satisfied that Mr Fuller's evidence is to be preferred above that of Mr Wood, and that of Mr Godleman, in respect of the content of the presentations that he gave regarding anti-doping. Mr Fuller has much experience of anti-doping including education not only with the ECB but also previously with UKAD. His teaching notes clearly highlighted TUEs as a point of discussion and while the notes do not specifically refer to asthma inhalers, I am satisfied that he covered that ground during the presentations. The notes and the power point presentations were clearly concerned with medication and hence inadvertent doping which Mr Fuller regarded as being one of the greatest risks for cricketers.
44. I do not accept Mr Wood's evidence that Mr Fuller did not draw a distinction between first team and second team in respect of advance or retroactive TUE applications. Not only was Mr Fuller clear that he did draw that distinction but it is also clearly set out in Mr Wood's letter of 24 November 2021 as set out above. Mr Wood's memory of the presentations was likely to be better in November 2021 than it is some six months later and I was given no convincing explanation as to why the letter was inaccurate in this regard.
45. In my judgment Mr Wood's failure to apply for an advance TUE was a result of the confusion around the first and second team player distinction. This distinction was made

by Mr Fuller during the presentation and players were told that if they are first team they must apply in advance and if they are second team they can apply retroactively. I accept that Mr Fuller said if in doubt then apply in advance, but that is not a helpful rider to the distinction because it does not make clear what area of doubt is being referred to. Mr Wood was in no doubt he was a second team player albeit he was asked to play some first team games due to unusual circumstances. What effect this distinction had on Mr Wood and on the Club representatives is not entirely clear but I find on the balance of probabilities that Mr Wood and the Club were convinced that applying for a TUE in the case of Mr Wood and his inhaler was not a priority and he could apply retroactively if he was ever tested and it returned positive.

46. During the hearing I was provided with a 2022 screen shot of UKAD's webpage in respect of the National TUE Pool. It is clear that those who are not within the National TUE Pool do not need to be in possession of a valid TUE prior to commencing treatment with a Prohibited Substance. They have five working days to make a retroactive TUE application to UKAD following the receipt of an AAF. There is a facility to do a National TUE Pool Search for a particular sport. When cricket is searched it sets out 6 categories. The third category is "Men's First Class Counties (One Day, County Championship and T20 First Team Squad Players)." There is no explanation of what is meant by this and how it applies when a player moves from one team to another on a sporadic basis. Interestingly there is a footnote that deals with second team players who are selected to play in one or more first team first class cricket fixtures but that footnote was expressed only for the fifth category (The Hundred (Men's and Women's teams)) not the third category that is relevant to this case. Anyone reading that note may well think that someone from the second team playing with the first team in the third category on more than one occasion could apply for a retroactive TUE. It is not surprising in the present case that even Mr Fuller, in trying to assist Mr Wood after the AAF was notified, said he believed Mr Wood could apply for a retroactive TUE.
47. The confusion created in the presentation was not Mr Fuller's fault. It was correct on the present ADR and the current inadequate description of who is in the National TUE Pool to draw that distinction between first and second team TUE applications. However, in the absence of a clear written definition of what being a player in the first or second

team is, the distinction can and did on this occasion cause Mr Wood and/or the Club officials to consider that it was not necessary to apply for a TUE in advance. In his letter of 24 November 2021 Mr Wood stated: *“I acknowledge that I have received anti-doping education, including information regarding TUE applications, in 2020 and 2021. However, as explained above, I believed that this meant I could apply retroactively if tested or if I became a 1st team player.”* Factually that accords with the evidence Mr Fuller gave and which I accept.

48. This is an unusual case where the ADR combined with the information provided by UKAD and the ECB caused a second team player, who occasionally played for the first team, not to apply for a TUE in advance and which I find would likely have been granted.
49. In approaching the question of No Significant Fault or Negligence I take into account the objective and subjective factors. Mr Wood did not carry out his own research into the contents of the inhaler that he has used since he was a child and did not make enquiries of the ADR or the Prohibited List. He certainly did not research the detailed rules surrounding TUEs. However, he did attend the educational events organised by the ECB in respect of Anti-Doping and he did make the use of his inhaler known to the Club medical team throughout the time he has been at the Club. The Fault that has occurred in this case is that he failed to apply for a TUE in advance of being tested. His reasons for not doing so are due to him and Club representatives believing that he could apply retroactively. That belief was based upon what he was told and his, not unreasonable, view that he was classified as a second team player. I also bear in mind that Mr Wood carries some Fault in that it was his primary responsibility to adhere to the ADR and the more he played in the first team matches the more reasonable it would have been for him to have questioned the lack of a clear written definition of first team and whether there was a point when he was or could in future be regarded as coming within that definition.
50. I am satisfied on the balance of probabilities that Mr Wood had No Significant Fault or Negligence. In determining the degree of Fault I take into account the decisions of *Cilic v ITF CAS 2013/A/33276* and *Errani v ITF CAS 2017/A/5302*. In all of the circumstances this case falls within the category of light degree of Fault or Negligence.

In my judgment the appropriate period of Ineligibility is one of six months.

51. I do not consider there has been substantial delay in bringing these proceedings to a conclusion to the extent contended for on behalf of Mr Wood. As was said on behalf of the ECB the most that could be said is there was perhaps delay amounting to several weeks when steps could have been taken more expeditiously. I agree with that. The delay in this case was largely due to Mr Wood's application for a retroactive TUE which was based upon advice received. This case is therefore different from those cited including *WADA v FILA & Stadnyk CAS 2007/A/1399* and *Fauconnet v ISU CAS 2011/A/2615*. The period of Ineligibility in this case will commence one month before the date of Provisional Suspension, namely from 8 January 2022.

52. The order that I make is as follows:

52.1 It is confirmed that Mr Wood violated ADR Article 2.1 in that he had the presence of a Prohibited Substance in his Sample provided on 11 September 2021;

52.2 It is confirmed that Mr Wood has violated ADR Article 2.2 in that he Used a Prohibited Substance, namely terbutaline, on or before 11 September 2021;

52.3 It is confirmed that the ADRVs were not intentional, as that term is defined in ADR Article 10.2.3;

52.4 Mr Wood has discharged his burden on him under ADR Article 10.6 to establish that he bore No Significant Fault or Negligence for the ADRVs;

52.5 The appropriate sanction following a finding of No Significant Fault or Negligence in all the circumstances of this case is a period of Ineligibility of 6 months commencing 8 January 2022 and ending 23:59 on 7 July 2022.

Right of Appeal

53. In accordance with ADR Article 13 and Article 13.5 of the NADP Procedural Rules any party who wishes to appeal must lodge a Notice of Appeal with the NADP Secretariat, located at Sport Resolutions, 1 Paternoster Lane, London, EC4M 7BQ (resolve@sportresolutions.co.uk), within 21 days of receipt of this decision.



David Casement QC

Sole Arbitrator

London, UK

24 June 2022

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