

## Issued Decision

# UK Anti-Doping and Sonny Webster

### Disciplinary Proceedings under the Anti-Doping Rules of British Weight Lifting

This is an Issued Decision made by UK Anti-Doping Limited (“UKAD”) pursuant to the Anti-Doping Rules (“the ADR”) of British Weight Lifting (“BWL”). It concerns a violation of ADR Article 10.12.1 committed by Sonny Webster.

Capitalised terms used in this Decision shall have the meaning given to them in the ADR unless otherwise indicated.

### Facts

1. BWL is the governing body for the sport of weightlifting in the UK. UKAD is the National Anti-Doping Organisation for the UK.
2. Mr Webster is a 24-year-old weightlifter. At all material times he was subject to the jurisdiction of BWL and bound to comply with the ADR. Pursuant to the ADR, UKAD has results management responsibility in respect of all Athletes subject to the jurisdiction of BWL.
3. By a decision dated 7 November 2017 the National Anti-Doping Panel (“NADP”) issued Mr Webster with a period of Ineligibility of 4 years from 14 June 2017 to midnight on 13 June 2021 for the Presence of the non-Specified Substance Ostarine in a Sample he provided Out-of-Competition on 23 May 2017. Mr Webster had been subject to a Provisional Suspension imposed on 14 June 2017.
4. An Athlete’s status during a period of Ineligibility is set out at ADR Article 10.12.1 as follows:

*An Athlete or other Person who has been declared Ineligible, may not, during the period of Ineligibility, participate in any capacity (or, in the case of an Athlete Support Person, assist any Athlete participating in any capacity) in a Competition, Event, or other activity (other than authorised anti-doping education or rehabilitation programmes) organised, convened, authorised or recognised by (a) the NGB or by any body that is a member of, or affiliated to, or licensed by, a Signatory or a Signatory’s member organisation; (b) any Signatory; (c) any club or other body that is a member of, or affiliated to, or licensed by, a Signatory or a Signatory’s member organisation; (d) any professional league or any international or national-level Event organisation; or (e) any elite or national-level sporting activity funded by a government agency.*

5. UKAD obtained information that Mr Webster had been assisting Athletes during the period of Ineligibility, and on 21 June 2018 UKAD issued Prohibited Association Letters to the weightlifters Sally Bennett, Eleanor Nichol and James Doolan on the basis that they had been receiving coaching assistance during this period. UKAD has investigated the suspected breaches; statements and exhibits were obtained from the Athletes, and Mr Webster was interviewed on 19 July 2018.
6. Following the investigation UKAD has concluded that Mr Webster has breached ADR Article 10.12.1 by acting as an Athlete Support Person during his period of Ineligibility and assisting Athletes participating in Competitions or Events organised, convened, authorised or recognised by BWL.
7. The relevant terms in Article 10.12.1 are defined in the ADR as follows:

**Athlete Support Person:**

*Any coach, trainer, manager, agent, team staff, official, nutritionist, medical, paramedical personnel, parent or any other Person working with, treating or assisting an Athlete participating in or preparing for sports competition.*

**Athlete:**

*Any Person who competes at any level in the sport under the jurisdiction of the NGB; save that for the purposes of Article 2.8 and Article 2.9, an Athlete is any Person who participates at any level in any sport under the authority of any Signatory, government or other sports organisation accepting the Code.*

**Competition:**

*A single race, match, game or other sport contest*

**Event:**

*A series of individual Competitions conducted together under one ruling body (e.g., the Olympic Games)*

8. The term “assist” is not specifically defined in the ADR. However, the comment to Article 2.10 of the WADA Code 2015 (which addresses Prohibited Association on the part of Athletes) states:

*Athletes and other Persons must not work with coaches, trainers, physicians or other Athlete Support Personnel who are Ineligible on account of an anti-doping rule violation or who have been criminally convicted or professionally disciplined in relation to doping. Some examples of the types of association which are prohibited include: obtaining training, strategy, technique, nutrition or medical advice; obtaining therapy, treatment or prescriptions; providing any bodily products for analysis; or allowing the Athlete Support Person to serve as*

*an agent or representative. Prohibited association need not involve any form of compensation.*

9. It follows that the type of assistance which is prohibited on the part of an Athlete Support Person whilst Ineligible includes *providing* advice on training, strategy or technique. Where this assistance is provided to any Athlete who competes under the jurisdiction of an NGB, in this case BWL, and participates in any BWL Competition or Event, an Athlete Support Person will be in breach of the terms of their Ineligibility.
10. Mr Webster has provided such assistance whilst Ineligible to the Athletes identified below:

**Sally Bennett**

11. Sally Bennett became a member of BWL on 31 August 2017. She was, therefore, an Athlete bound by the ADR throughout Mr Webster's period of Ineligibility. Between 7 November 2017 (the commencement of Mr Webster's period of Ineligibility) and the conclusion of her coaching relationship with Mr Webster in March 2018 Ms Bennett competed in the following BWL events:

11.1 The Bristol Open (on 19 November 2017); and

11.2 The English Championship (19 January 2018).

12. Ms Bennett describes Mr Webster as her "coach" between July 2017 and March 2018. She attended a number of personal training sessions with Mr Webster in July and October 2017 (during the currency of his Provisional Suspension); during his period of Ineligibility Mr Webster continued to provide assistance to Ms Bennett as follows:

**Remote Coaching**

13. Ms Bennett was based in Doha, Qatar, during the period in which she was coached by Mr Webster. Between July 2017 and March 2018 she was signed up to an online training programme which Mr Webster sent out to subscribers (under the name of Webstar Performance) on a weekly basis. The programme was aimed at improving weightlifting technique, in addition to fitness training.
14. Ms Bennett would additionally send video clips of her training to Mr Webster to which he would provide feedback in respect of technique. Ms Bennett paid £40 per month to Mr Webster for the training programme.

15. Mr Webster did not personally attend the Competitions in which Ms Bennett participated but provided her with coaching assistance (as described above) in the lead up to both.

**Eleanor Nichol**

16. Eleanor Nichol became a member of BWL on 27 April 2017 and was, therefore, an Athlete bound by the ADR throughout Mr Webster's period of Ineligibility. Between 7 November 2017 and the conclusion of her coaching relationship with Mr Webster in June 2018 Ms Nichol competed in the following BWL events:

16.1 The Bristol Open (on 19 November 2017); and

16.2 The English Championship (19 January 2018).

17. According to Ms Nichol she had received personal training sessions from Mr Webster in the lead up to the South West Open in September 2017 and in the lead up to the Bristol Open in November 2017 (during the period of his Provisional Suspension). During his current period of Ineligibility Mr Webster continued to provide assistance to Ms Nichol as follows:

**Remote Coaching**

18. Ms Nichol signed up to Mr Webster's online training programme in April 2017. Following the completion of an initial six-week course, for which she paid Mr Webster £60, Ms Nichol committed to the weekly programme in May 2017 at the cost of £40 per month. Ms Nichol has described the generic programme as an "out and out weightlifting programme". She remained on the programme until 21 June 2018 when she withdrew as a result of receiving UKAD's Prohibited Association letter.
19. Mr Webster additionally provided feedback to Ms Nichol based on videos of her lifts, along with personal coaching advice – according to Ms Nichol he was always available to provide advice and she describes him as having the "role of an advisor".

**Seminars/ Group Sessions**

20. Ms Nichol also attended two seminars arranged and delivered by Mr Webster at The Studio in Cardiff Bay Business Centre, in September 2017 (during Mr Webster's Provisional Suspension) and on 25 March 2018, during his period of Ineligibility. The seminars were weightlifting training sessions designed for those who subscribed to the weekly programme. Ms Nichol paid Mr Webster £180 for the first session and £100 for the second session.

**James Doolan**

21. James Doolan became a member of BWL on 23 March 2018 and was, therefore, an Athlete bound by the ADR from that date. Since registering as a BWL member in March 2018 Mr Doolan has competed in the following BWL events:

21.1 The Plymouth Barbell Spring Open (on 12 May 2018).

22. Mr Webster provided assistance to Mr Doolan as follows:

**Remote Coaching**

23. Mr Doolan met Mr Webster at a weightlifting seminar given by him in March 2017, following which he signed up to Mr Webster's weekly training programme at the cost of £20 per week. He remained on the programme until June 2018 following the receipt of the Prohibited Association letter from UKAD.

24. In addition, Mr Doolan received assistance from Mr Webster via a Facebook Group run by Mr Webster (under the name Webstar Performance Programming), which consisted of personal advice and analysis based on video clips uploaded by Mr Doolan.

**Seminars/ Group Sessions**

25. Mr Doolan also attended two seminars arranged and delivered by Mr Webster at The Studio in Cardiff Bay Business Centre, in May 2017 and on 25 March 2018, the latter falling within the period of Ineligibility. Mr Doolan has described these as group sessions focussed on weightlifting, for which he paid £180 per session.

**Interview with Mr Webster**

26. In addition to the evidence provided by the Athletes, Mr Webster made the following admissions in interview in respect of coaching assistance he provided whilst Ineligible:

26.1 *"I help them improve their technique, I help correct their technical faults in their weightlifting in order to help them improve"*

26.2 *"it is a form of coaching in that I'm helping them improve their technique but it's in the same way a PT session"*

26.3 *"I now coach people to earn money in order to have an actual living"*

## UKAD Conclusion

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27. In considering the evidence as a whole, UKAD has concluded that Mr Webster was acting as an Athlete Support Person whilst Ineligible in respect of each of the Athletes Identified, providing them with assistance for their participation in prospective BWL Competitions or Events. Mr Webster has therefore breached the terms of his period of Ineligibility.

## Sanction

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28. ADR Article 10.12.5 sets out the consequences of breaching the terms of a period of Ineligibility:

*If an Athlete or other Person who is Ineligible violates the prohibition against participation during Ineligibility set out in Article 10.12.1, any results he/she obtained during such participation shall be Disqualified, with all resulting Consequences, including forfeiture of all medals, titles, points and prizes, and a new period of Ineligibility equal in length to original period of Ineligibility shall be added to the end of the original period of Ineligibility. The new period of Ineligibility may be adjusted based on the Athlete's or other Person's degree of Fault and other circumstances of the case. The determination of whether an Athlete or other Person has violated the prohibition against participation, and whether an adjustment is appropriate, shall be made by the Anti-Doping Organisation which brought the charge that led to the initial period of Ineligibility. This decision may be appealed under Article 13.*

29. It follows that UKAD, as the Anti-Doping Organisation which brought the original charge, will determine both whether a breach has occurred and the new period of Ineligibility, including whether any downward adjustment should be made from a period of four years, that being the length of the original period of Ineligibility. The question of adjustment is determined by the degree of Fault which UKAD ascribes to Mr Webster, along with “*other circumstances of the case*”.

## Fault

30. In assessing Mr Webster's level of Fault UKAD has had regard to the definition of Fault within the ADR:

*Fault is any breach or any lack of care appropriate to a particular situation. Factors to be taken into consideration in assessing an Athlete or other Person's degree of Fault include, for example, the Athlete's or other Person's experience, whether the Athlete or other Person is a Minor, special considerations such as impairment, the degree of risk that should have been perceived by the Athlete and the level of care and investigation exercised by the Athlete in relation to what should have been the perceived level of risk. In assessing the Athlete's or other Person's degree of Fault, the circumstances considered must be specific and relevant to*

*explain the Athlete's or other Person's departure from the expected standard of behaviour. Thus, for example, the fact that an Athlete would lose the opportunity to earn large sums of money during a period of Ineligibility, or the fact that the Athlete 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 10.5.1 or 10.5.2.*

31. UKAD has accordingly taken account of the following factors in assessing the degree of Mr Webster's Fault:

**Factors Increasing the Level of Fault**

Experience

32. Mr Webster is an experienced Athlete:

32.1 In interview he stated that he started weightlifting when he was 11 years old and competed in his first international competition at the age of 13. He was 23 years old at the commencement of his period of Ineligibility.

32.2 Mr Webster competed at the highest level of his sport, most notably in representing Great Britain at the Rio Olympics in 2016. His knowledge of the ADR in general and the responsibilities it places on Athletes and other Persons would (or at least should) be of a high level.

Level of Care

33. Mr Webster exercised little if any care or investigation in relation to the risk of providing coaching assistance to Athletes:

33.1 In interview he stated that: *"I am aware that I am not allowed to be the coach of any athlete during my ban."* He nevertheless proceeded to assist Athletes throughout his period of Ineligibility.

33.2 At no point did he approach UKAD, BWL or any other person or body to enquire whether the types of coaching he provided would or would not represent a breach of the terms of his period of Ineligibility.

Knowledge of Terms of Ineligibility

34. In addition to understanding that there was a general prohibition on coaching Athletes whilst Ineligible, Mr Webster's answers in interview indicate that he understood the precise nature of the prohibition. Throughout his interview Mr Webster sought to rely on the fact that he did not personally attend Competitions with Athletes; however, his answers indicate that he understood that the prohibition extended to assisting an Athlete in the lead up to Competitions:

- 34.1 *"I am not allowed to assist any athletes in a competition, **to go to** a major championships etc."*
- 34.2 *"I can't train you **for a** competition. In the same way as Sally has, Sally want to go on to compete at great heights and I can't assist an athlete or coach them at any competition."*
35. Mr Webster also confirmed that he was likely aware that Athletes he assisted were preparing for Competitions or Events:
- 35.1 Mr Borrett: *"...would you simply know that they were training for a competition, both the South West Open and the Bristol Open?"*
- 35.2 Mr Webster: *"That could have been their goal, yes. They may have mentioned it in their training session, I am going to do this competition."*
- 35.3 Mr Borrett: *"How likely is it that that wouldn't come up, if they are paying ...?"*
- 35.4 Mr Webster: *"That's what I mean, like I said, they might have said that in the training session, this is the competition I'm training for."*

Alleged Breach of Provisional Suspension

36. The prohibition on coaching during a period of Ineligibility had also specifically arisen on a previous occasion In Mr Webster's case:
- 36.1 UKAD wrote to Mr Webster on 6 October 2017 regarding alleged instances of coaching during his Provisional Suspension. UKAD's letter explicitly set out the prohibitions on providing coaching assistance while suspended and included the definition of an Athlete Support Person which refers to: *Any coach, trainer, manager...treating or assisting an Athlete participating **or preparing for sports** competition (emphasis added).*
- 36.2 The question of whether Mr Webster had committed such a breach was subsequently litigated before the NADP at the hearing on 17 October 2017 following which the current period of Ineligibility was imposed. One of the issues considered by the Panel was whether Mr Webster was acting in the capacity of an Athlete Support Person by holding a "training day" at The Studio in Cardiff on 3 September 2017. In the event the NADP did not find a breach on the narrow basis that there was no evidence before it that the BWL Athletes present at the training day were due to compete in any prospective BWL events.
- 36.3 In the circumstances Mr Webster was specifically alerted to the prohibition on coaching, and in particular the risk of assisting Athletes who were preparing



for Competitions or Events. The fact that he continued to offer the same training days (referred to by the Athletes as “seminars”) during the present period of Ineligibility increases the level of his Fault. For the avoidance of doubt, UKAD does not accept that Mr Webster was unaware of the prohibition against assisting Athletes during their preparation for Competitions or Events.

#### Multiple Breaches

37. There are multiple examples of Mr Webster providing coaching assistance during his period of Ineligibility:

37.1 Mr Webster engaged in coaching from the outset of his period of Ineligibility. His suspension was imposed on 7 November 2017 and on 19 November 2017 Sally Bennett issued a post on Instagram which referred to Mr Webster as “*an awesome coach*”. Ms Nichol was enrolled in the weekly training programme for the week commencing 26 November 2017.

37.2 Mr Webster continued to provide coaching in various forms for seven months, until June 2018 when Ms Nichol and Mr Doolan withdrew from his training programme.

37.3 Mr Webster provided coaching assistance to a number of Athletes, including (at least) the three Athletes identified above.

37.4 Mr Webster provided different forms of coaching throughout the period of Ineligibility, namely a weekly training programme, personal feedback and seminars.

#### Payment

38. The coaching provided by Mr Webster was a commercial enterprise. He charged a fee both for the online training programme and for the seminars. He therefore profited from breaching the terms of his suspension.

#### **Factors Reducing the Level of Fault**

39. As to factors which may reduce Mr Webster’s level of Fault UKAD has taken the following into account:

#### Admissions

40. Mr Webster has not sought to deny that he provided assistance to a number of Athletes, as demonstrated by the admissions he made during his interview. However, he has sought to minimise the nature of his breach by repeatedly relying on the fact that he did not personally attend any Competitions or Events with the Athletes he assisted.

#### Generic Assistance

41. For the most part the coaching Mr Webster provided to Athletes was generic in nature, in the form of a standard weekly training programme and seminars. However, he did provide personal and tailored feedback to Athletes (as described above) and Ms Bennett has stated that she was due to attend personal training sessions with Mr Webster (of the type he provided during his Provisional Suspension), in January 2018 in Qatar, but these did not materialise as Mr Webster spent the time travelling instead.

#### Openness with Athletes

42. Mr Webster has been open about the fact of his suspension with the Athletes he has assisted. However, he did not inform any of the Athletes identified above that he was prohibited from providing coaching assistance during his period of Ineligibility.

#### **Other Factors Affecting Fault**

43. In terms of any other circumstances which may be relevant to an adjustment of a new period of Ineligibility:
44. UKAD sent a Reinstatement Letter to Mr Webster on 22 December 2017, which confirmed the precise terms of Mr Webster's period of Ineligibility and the consequences of any breach. The letter was returned undelivered as Mr Webster had moved from his last known address without notifying UKAD. The letter was re-sent on 1 March 2018.
45. However, it is UKAD's position that Mr Webster was in any event aware from the outset of his period of Ineligibility of the prohibition against providing coaching assistance, particularly in light of the fact that the same issue arose during the course of his Provisional Suspension.

#### **Period of Ineligibility**

46. UKAD does not consider there to be any other circumstances relevant to determining the proper period of any further suspension. In light of all of the matters set out above UKAD considers that a reduction of one year should be applied to the new period of Ineligibility, resulting in a total period of three years pursuant to ADR Article 10.12.5.
47. The new period of Ineligibility will commence on 14 June 2021 and will expire at midnight on 13 June 2024.

48. During the period of Ineligibility, in accordance with ADR Article 10.12.1, Mr Webster shall not be permitted to participate in any capacity or, acting in the capacity of an Athlete Support Person, assist any Athlete participating in any capacity in a Competition, Event or other activity (other than authorised anti-doping education or rehabilitation programmes) organised, convened, authorised or recognised by:
- 48.1 BWL or by any body that is a member of, or affiliated to, or licensed by BWL;
  - 48.2 Any signatory (as that term is defined in the ADR)
  - 48.3 Any club or other body that is a member of, or affiliated to, or licensed by, a Signatory or a Signatory's member organisation;
  - 48.4 Any professional league or any international or national-level Event organisation; or
  - 48.5 Any elite or national-level sporting activity funded by a government agency.
49. From 14 June 2021 Mr Webster may participate as an Athlete in local sports events not sanctioned or otherwise under the jurisdiction of BWL or by any body that is a member of, or affiliated to, or licensed by BWL or a Signatory or member of a Signatory, so long as the local sports events are not at a level that could otherwise qualify Mr Webster directly or indirectly to compete in (or accumulate points towards) a national championship or International Event, and does not involve Mr Webster working in any capacity with Minors (persons under the age of 18), pursuant to ADR Article 10.12.4(a).
50. Mr Webster may also return to train with a team or to use the facilities of a club or other member organisation of BWL or a Signatory's member organisation during the last two months of his new period Ineligibility (i.e. from 14 April 2024) pursuant to ADR Article 10.12.4(b).
51. Mr Webster, BWL, the IWF and WADA have a right of appeal against this Decision or any part of it in accordance with ADR Article 13.4.
52. The disposition of these proceedings on the terms set out above will be publicly announced via UKAD's website media release after any appeal period has expired and no appeal has been filed, or any appeal has been finalised.

## Summary

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53. For the reasons given above, UKAD has issued this Decision, which records that:

53.1 Mr Webster has committed a violation of the prohibition against assisting Athletes pursuant to ADR Article 10.12.1;

53.2 A new period of Ineligibility of 3 years shall be the Consequences imposed pursuant to ADR Article 10.12.5;

53.3 The new period of Ineligibility imposed for violation of the prohibition against assisting Athletes will commence on 14 June 2021 and expire at midnight on 13 June 2024;

53.4 Mr Webster's status during the period of Ineligibility shall be as detailed in ADR Article 10.12.

**26 February 2019**