



Netball Australia NETBALL INTEGRITY POLICY FRAMEWORK, CONDUCT & DISCIPLINARY POLICY

1 January 2023

NETBALL AUSTRALIA NETBALL INTEGRITY POLICY FRAMEWORK, CONDUCT & DISCIPLINARY POLICY

Netball Australia pays respect to the traditional custodians of our ancient continent, Aboriginal and Torres Strait Islander peoples, we honour their continuing connection to country and their custodianship of the world's oldest living culture.

Where relevant, in these Rules- reference to Netball Australia includes Suncorp Super Netball.

Netball Australia acknowledges the guidance of Sport Integrity Australia and the National Sports Tribunal in the drafting of this Policy, as well as the template policy documents provided by each of these organisations.

Netball Australia's Purpose: *We are the ultimate team sport. Netball is the place to belong, be your best and be bold.*

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1. Status

- 1.1 The Netball Integrity Policies, the Netball Australia Tribunal Rules and this Policy apply to all Activities. Netball Australia (**NA**) will continue to consult with Netball Organisations for the Netball Integrity Policies to be adopted in full by each Netball Organisation.
- 1.2 Each of the Netball Integrity Policies, the NA Tribunal Rules and this Policy are made by the Directors under the powers conferred on them under Rule 36 of the Constitution.
- 1.3 Sports integrity involves the manifestation of ethics and values that promote confidence in sport, across the community, government, partners and other stakeholders. Threats to the integrity of Netball includes (without limitation) the risks associated with:
 - 1.3.1 the manipulation of Netball competitions and Matches;
 - 1.3.2 issues of medications, supplements, illegal drugs, doping methods and the treatment of concussion and eating disorders;
 - 1.3.3 abuse of children and other people in a Netball environment; and
 - 1.3.4 failure to protect Relevant Persons and other people in a Netball environment from bullying, intimidation, discrimination or harassment.
- 1.4 NA and the Netball Organisations seek to take a proactive approach to mitigate the integrity threats to Netball in Australia and to seek a safe and fair environment for all Relevant Persons at all levels of the sport.
- 1.5 The Netball Integrity Policies, the NA Tribunal Rules and this Policy are the cornerstone of Netball's response to the threats to the integrity of the sport and detail the expectations for the conduct of all Relevant Persons, including the procedures for managing, reporting, investigating and determining outcomes where a Relevant Person does not meet the expectations of NA and the Netball Organisations.
- 1.6 This Policy comes into effect on 1 July 2022 (the **Commencement Date**) and remains in effect until amended, repealed or replaced by the Directors.
- 1.7 This Policy:
 - 1.7.1 commences on the Commencement Date;
 - 1.7.2 is subject to the Constitution and if there is any inconsistency, the Constitution will prevail; and
 - 1.7.3 when in force, is binding on all Relevant Persons and Relevant Organisations.

2. Definitions

- 2.1 Capitalised terms in each of the Netball Integrity Policies, the NA Tribunal Rules and this Policy have the following meaning:

Activity means a netball contest, Match, competition, event (which for the avoidance of doubt includes any awards presentation, season launch, and other events conducted by NA or a Netball Organisation), or activity, including training, whether on a one-off basis

or as part of a series, league or competition, sanctioned or organised by NA or a Netball Organisation.

ADR Body means an Alternative Dispute Resolution body approved by a Member Organisation to conduct Alternative Dispute Resolution under this Policy (for example Community Justice Centres in New South Wales).

Affiliate means:

- a) **Associations**, which means any netball association that is not a Netball Organisation that conducts Activities and is affiliated to a MO;
- b) **Clubs**, which means any netball club that is not a Netball Organisation that enters a team to participate in an Activity and is affiliated to an Association and/or MO;
- c) **Authorised Provider**, which means any non-MO authorised to conduct Activities sanctioned by NA or a Netball Organisation;
- d) any other netball Organisation who has agreed to be bound by the Policies, and has notified NA or an MO in writing.

Affiliate Person means any Individual Member that is not a Participant and is registered with an Affiliate.

Alleged Breach has the meaning given in clause 9.1.

Alternative Dispute Resolution is a collective term for processes, such as mediation, to resolve disputes without the need for arbitration that will be applied to resolve the Alleged Breach in accordance with clause 12.2.

ANC means the Australia Netball Championships and any subsequent or successor competition substantially similar to the Australia Netball Championships that is conducted by NA.

ANPA means Australia Netball Players' Association.

Appeals Chair has the meaning given in Rule 31.1.

Appeals Tribunal means the appeals tribunal established under clause 15, being the NST Appeals Division, the NST General Division or the NA Appeals Tribunal (as applicable) or as provided in this Policy.

Athlete includes any person who:

- a) holds any playing Contract with NA as a member of an Australian Representative Squad);
- b) holds a playing Contract with an SSN Club;
- c) holds a playing Contract with an SSN Club or MO to participate in the ANC;
- d) holds a playing Contract with an SSN Club or MO to participate in the NNC; and
- e) holds a playing Contract to participate in any other Activity that is sanctioned and/or controlled by NA.

Athlete Support Personnel includes any coach, trainer, team manager, player agent, selector, team staff, official, doctor, physiotherapist, dietitian or other health related advisor and any other person employed by, contracted to, representing or otherwise affiliated to a team or squad that is chosen to represent NA or a Netball Organisation in an Elite Program, including any match in that Elite Program.

Breach Offer means the procedure set out in clause 12.4.

Business Day means a day on which banks are open for general banking business in the state or territory where the Relevant Organisation is located, excluding Saturdays and Sundays and gazetted public holidays.

Child or ***Children*** means a child or young person, or two or more children or young persons, who is or are under the age of 18 years.

Child Abuse has the meaning in the Child Safeguarding Policy.

Collective Player Agreement (CPA) means the players' collective agreement between NA, the SSN Clubs and a Team Owner in respect of the players participating in the SSN

Complainant means one or more persons who makes a Complaint about an Alleged Breach by a Respondent in accordance with this Policy.

Complaint has the meaning set out in clause 9.2.

Complaint Form means the complaint form included in Schedule 2.

Complaints Manager means the person appointed from time to time by the Relevant Organisation to manage Alleged Breaches under this Policy, who must not be the same person as the Decision Maker for the relevant Alleged Breach.

Contractor means any person or organisation engaged to provide services for or on behalf of NA or Netball Organisation, who is not an Athlete Support Personnel, and includes agents, advisors and subcontractors of NA or a Netball Organisation and employees, officers and agents of a contractor or subcontractor.

Contract includes the Standard Player Contract, Standard Training Partner Contract, Permanent Replacement Player Contract, the Scholarship Contract, Employment Agreement, Contractor Agreement, Participation Agreement or any other agreement between the Participant and NA or Netball Organisation.

Constitution means NA's Constitution dated 12 May 2021.

Decision Maker means the person or Tribunal appointed by the Relevant Organisation to make certain decisions in relation to the resolution of Alleged Breaches under this Policy, who must not be the same person as the Complaints Manager for the relevant Alleged Breach.

Director means each member of the NA Board and each member of any Netball Organisation Board as the case may be.

Disciplinary Matters means any Provisional Action taken or Sanction imposed under this Policy, as defined in this Policy.

Disciplinary Action has the meaning set out in clause 9.3.

Elite Program means the following:

- a) Australian representative squads (Australia Netball Diamonds squad, Australian Development Squad, Australian 21/U squad and any other Australian program determined by NA from time to time, the ***Australian Representative Squads***);
- b) SSN competition, including pre-season matches and training programs;
- c) ANC, including pre-season matches and training programs;
- d) NNC, including pre-season matches and training programs;
- e) competition or tournament played by a MO team, SSN Club team or invitational representative Australian team against a touring international team in Australia that is sanctioned and/or controlled by NA.

Employee means a person employed by NA or a Netball Organisation who is not an Athlete Support Personnel.

Hearing Tribunal means the first instance tribunal established under clause 14, being either the NST General Division, NA Tribunal or an ADR Body as provided in this Policy.

Legal Practitioner is a person holding a current practising certificate as a lawyer or barrister in any Australian jurisdiction.

Match means a netball match of any format and duration in length in which two netball teams compete against each other, played anywhere in the world.

Match Delegate/Technical Official/Match Official means any person holding that role, from time to time, in respect of any Match.

Member means a member of NA or MO under its constitution, including:

- a) each MO;
- b) any Affiliate that is a member of an MO;
- c) ***Individual Members***, which means individuals who are individuals registered with an MO.

MO means each of the NA member organisations, being:

- a) ACT Netball Association Incorporated;
- b) The New South Wales Netball Association Limited;
- c) Netball NT Incorporated;
- d) Netball Queensland Limited;
- e) South Australia Netball Association Incorporated;
- f) Tasmania Netball Association Incorporated;
- g) Victoria Netball Association Incorporated; and
- h) Netball WA (Incorporated).

NA Board means the NA Board of Directors.

Netball means the sport of netball, as governed by NA and WN from time to time, and a reference to Netball means collectively NA, Netball Organisations and Affiliates.

Netball Integrity Policies means:

- a) Child Safeguarding Policy;
- b) Member Protection Policy;
- c) Competition Manipulation & Sports Wagering Policy for Elite Programs;
- d) Competition Manipulation & Sports Wagering Policy for Community Netball;
- e) Sports Medicine Policy for Elite Programs;
- f) Sports Medicine Policy for Community Netball;
- g) any other policy of NA deemed by NA to be a Netball Integrity Policy and notified to the Netball Organisations from time to time.

Netball Organisation means each MO and SSN Club.

Netball Organisation Board means each Board of Directors of the Netball Organisation.

NNC means the National Netball Championships and any subsequent or successor competition substantially similar to the National Netball Championships that is conducted by NA.

NA means Netball Australia Limited.

NA CEO means the person holding that position at NA from time to time, including any person acting in that position.

NA Head of Integrity means the person holding that position at NA from time to time, including any person acting in that position.

NA Tribunal Rules mean the Netball Australia Tribunal Rules with a commencement date of 1 January 2023, and updated from time to time.

Non Member Person means:

- a) any parent or guardian of a Relevant Person; and/or
- b) any person attending or associated with an Activity.

NST means the National Sports Tribunal established under the NST Legislation.

NST Eligible Matter means an Alleged Breach that is a kind of dispute that falls within the jurisdiction of the NST as set out in Schedule 1.

NST Excluded Matter means an Alleged Breach that is a kind of dispute that is expressly excluded from the NST's jurisdiction:

- a) contractual or remuneration disputes, unless in connection with an alleged breach of the disciplinary rules of Netball;
- b) employment (industrial) matters, unless in connection with an alleged breach of the disciplinary rules of Netball;

- c) where one party wants the NST to order another party to pay damages in arbitration (money to compensate for a breach of contract or loss); or
- d) disputes occurring 'on court'.

NST Legislation means the *National Sports Tribunal Act 2019* (Cth) (**NST Act**), and any legislative instrument made under the NST Act as may be in force from time to time including the *National Sports Tribunal Rule 2020* (Cth), *National Sports Tribunal (Practice and Procedure) Determination 2021* (Cth) and *National Sports Tribunal Act 2019 - Principles for Allocating a Member to a Dispute 2020*.

Participant means an Athlete, Athlete Support Personnel, Contractor, Employee, Director, Match Delegate/Technical Official/Match Official, Umpire or Umpire Support Personnel.

Personal Grievance means any type of interpersonal conflict or dispute between two or more people (including individuals and body corporates) that does not concern or allege a breach of a Netball Integrity Policy.

Policy means this Conduct & Disciplinary Policy, including any schedules and annexures.

Process means the chosen process for resolving an Alleged Breach under this Policy, with each option outlined in clause 12, including Alternative Dispute Resolution, Warning Procedure and Breach Offer.

Prohibited Conduct means the conduct proscribed in each of the Netball Integrity Policies.

Protected Disclosure means, where NA or a Netball Organisation is a "regulated entity" under the whistleblower laws in the *Corporations Act 2001* (Cth), a disclosure of information to the NA or a Netball Organisation (as the case may be) that qualifies for protection under those laws.

Provisional Action means action taken in accordance with clause 11.6.

Relevant Organisation means any of the following organisations:

- a) NA;
- b) Netball Organisations;
- c) Affiliates.

Relevant Person means any of the following persons:

- a) Affiliate Person;
- b) Participant;
- c) Volunteer, which means any person engaged by NA or Netball Organisation in any capacity who is not otherwise a Participant;
- d) Non-Member Person;
- e) any other person who has agreed to be bound by the Policies, and has notified NA.

Respondent means the person(s) who is alleged to have breached a Netball Integrity Policy and is the subject of an Alleged Breach, and who must be within a category of person listed in clause 9.6.1.

Sanction means a sanction imposed on a Respondent for breaching a Netball Integrity Policy in accordance with clause 12.7.

Serious Criminal Conduct means any of the following:

- a) Sexual Offences;
- b) Child Abuse;
- c) the use, possession or trafficking of Illegal Drugs as defined in the Sports Medicine Policy;
- d) any criminal conduct deemed serious enough to warrant escalation to NA and the Netball Organisation.

Sexual Offence means a criminal offence involving sexual activity or actions of indecency. This can include but is not limited to:

- a) rape;
- b) indecent assault;
- c) sexual assault
- d) assault with intent to have sexual intercourse;
- e) incest;
- f) sexual penetration of Child under the age of 16;
- g) indecent act with Child under the age of 16;
- h) sexual relationship with Child under the age of 16;
- i) sexual offences against people with impaired mental functioning;
- j) abduction and detention;
- k) procuring sexual penetration by threats of fraud;
- l) procuring sexual penetration of a Child under the age of 16;
- m) bestiality;
- n) soliciting acts of sexual penetration or indecent acts;
- o) promoting or engaging in acts of Child prostitution;
- p) obtaining benefits from Child prostitution;
- q) possession of Child pornography; and
- r) publishing Child pornography and indecent articles

SSN means the Suncorp Super Netball competition or such other name given to that competition by NA.

SSN Clubs means the Australia Netball teams owned by Team Owners that have been granted licences to participate in the SSN competition by NA in accordance with the terms of a Team Participation Agreement which, as at the date of this Code of Conduct, are:

- a) NSW Swifts;
- b) Giants Netball;
- c) Queensland Firebirds;
- d) Adelaide Thunderbirds;
- e) Melbourne Vixens;
- f) West Coast Fever;
- g) Collingwood Magpies Netball; and
- h) Sunshine Coast Lightning.

Team means any team of a Netball Organisation that is participating in an Activity and/or that Contracts a Participant.

Umpires includes any person who:

- a) holds an umpire contract (permanent or casual) with NA; or
- b) enters into a participation agreement with NA in respect of a Pathways Program.

Umpires Support Personnel includes any person is appointed by NA to support the role of Umpires in the Elite Programs.

Vulnerable Person means a person who is (a) under the age of 18; or (b) aged 18 or over but is or may be unable to take care of themselves, or is unable to protect themselves against harm or exploitation by reason of age, illness, trauma or disability or any other reason.

Warning Procedure means the procedure set out in clause 12.3.

WN, formally the International Netball Federation, means the international federation recognised by the International Olympic Committee or the General Assembly of International Sports Federations as the entity responsible for governing netball internationally.

WN Rules & Regulations means the Rules and Regulations of WN.

3. Jurisdiction

- 3.1 The Netball Integrity Policies apply to and bind all Relevant Persons and Relevant Organisations as specifically referred to in each individual Netball Integrity Policy.

- 3.2 Employees of NA and each of the Netball Organisations are required to abide by the terms of the Netball Integrity Policies as a reasonable and lawful direction of NA and the Netball Organisations (whichever entity is the employer of the Employee).
- 3.3 NA and each of the Netball Organisations, will, wherever reasonably practicable, ensure that all Contractors and Volunteers are bound by each of the Netball Integrity Policies through contract.
- 3.4 By participating in or attending an Activity and/or entering into a Contract, all Relevant Persons have agreed to be bound by the Netball Integrity Policies.

3.5 Any Participant, NA or Netball Organisation, who:

- 3.5.1 has been reported under the NA Tribunal Rules;
- 3.5.2 was bound by the Netball Integrity Policies at the time the complaint or report was made or when they became aware that a complaint or report may be made;
- 3.5.3 would, for any reason, otherwise have ceased to be bound by the Netball Integrity Policies at any time after the complaint or report was made or when they became aware that the complaint may be made,

remains bound by the Netball Integrity Policies in respect of the complaint or report and any related complaints or report until the disciplinary process has been finalised in accordance with the NA Tribunal Rules.

3.6 Subject to clause 3.5, any Relevant Person or Relevant Organisation who:

- 3.6.1 has had a complaint made against them under this Policy or a report under the NA Tribunal Rules;
- 3.6.2 was bound by the Netball Integrity Policies at the time the complaint was made or when they became aware that a complaint may be made;
- 3.6.3 would, for any reason, otherwise have ceased to be bound by the Netball Integrity Policies at any time after the complaint was made or when they became aware that the complaint may be made,

remains bound by the Netball Integrity Policies in respect of the complaint and any related complaints until the complaints process has been finalised in accordance with this Policy.

SECTION 1: Netball Integrity Policy Framework

4. Scope

- 4.1 The Netball Integrity Policies, together with the NA Tribunal Rules and this Policy form NA's framework for identifying, addressing and responding to integrity risks and complaints.
- 4.2 Nothing in any of the Netball Integrity Policies, NA Tribunal Rules or this Policy limits the rights and obligations of any person under any other NA or Netball Organisation Policy, Code of Conduct or other relevant agreement.
- 4.3 The Netball Integrity Policies, together with the NA Tribunal Rules and this Policy do not override or limit the application of any Australian or State and Territory laws.

5. Prohibited conduct

- 5.1 Prohibited Conduct is proscribed in each of the Netball Integrity Policies.
- 5.2 In addition, a Relevant Person or Relevant Organisation commits a breach of the Netball Integrity Policies when they:
- 5.2.1 fail to report any Prohibited Conduct, as defined in the Netball Integrity Policies, to the Relevant Organisation and in accordance with this Policy as soon as reasonably practicable;
 - 5.2.2 deliberately or wilfully withhold information in relation to any possible or suspected Prohibited Conduct;
 - 5.2.3 fail to provide information or documentation as requested as part of a Process under this Policy, including a failure to provide full, honest answers or participate in good faith in interviews conducted under any investigation conducted by a Relevant Organisation in relation to the Netball Integrity Policies;
 - 5.2.4 fail to comply with or enforce any Sanction under this Policy (including any Provisional Action);
 - 5.2.5 knowingly provide an inaccurate and/or misleading information during the course of any investigation or Process.

6. Additional matters

- 6.1.1 The Australian National Anti-Doping Policy will prevail to the extent of any inconsistency with any of the Netball Integrity Policies in all instances. Any allegation relating to a breach or possible breach of Australian National Anti-Doping Policy will be dealt with under that policy.
- 6.1.2 Nothing in the Netball Integrity Policies prevents the Relevant Organisations from referring any alleged Prohibited Conduct or criminal conduct to a relevant law enforcement agency.
- 6.1.3 The NA Tribunal will have exclusive jurisdiction in respect of breaches of the Competition Manipulation & Sports Wagering Policy for Elite Programs and the Sports Medicine Policy for Elite Programs as those policies apply to Participants.
- 6.1.4 The NA Tribunal will not have jurisdiction to deal with breaches of the Child Safeguarding Policy or the Member Protection Policy, with the NST having exclusive jurisdiction, unless the parties otherwise mutually agree to refer the matter to the NA Tribunal.

7. NA's responsibility to manage the Netball Integrity Policies

7.1 Responsibility for the management of the Framework

- 7.1.1 NA has an Integrity Unit, headed by the NA Head of Integrity who shall report, directly or indirectly, to the NA CEO and Directors.

7.1.2 The NA Head of Integrity is responsible for the implementation, management, reporting and review of the Netball Integrity Policies, the NA Tribunal Rules and this Policy within NA.

7.2 NA Head of Integrity

7.2.1 The NA Head of Integrity will:

7.2.1.1 be responsible for the supervision and administration of the Netball Integrity Policies, this Policy and the associated education programs (with the support of the Netball Organisations for Affiliates);

7.2.1.2 in respect of Participants, monitor the compliance of any Sanctions;

7.2.1.3 in respect of Relevant Persons that are not classified as Participants, support Netball Organisations in the compliance of any Sanctions;

7.2.1.4 act in a professional, discreet, and confidential manner in undertaking the obligations of their role under the Netball Integrity Policies and this Policy;

7.2.1.5 be responsible for ensuring that the Netball Integrity Policies and this Policy are regularly reviewed, and any required amendments are approved by the NA Board; and

7.2.1.6 will provide the NA Board with regular reports of:

(A) information relating to Alleged Breaches and Prohibited Conduct under the Netball Integrity Policies and this Policy;

(B) the operation of and overall compliance with the Netball Integrity Policies and this Policy; and

(C) any education programs that Participants have been required to undertake.

7.3 Reporting to Sport Integrity Australia

7.3.1 NA may report matters or disclose information to Sport Integrity Australia, which includes:

7.3.1.1 any alleged Prohibited Conduct or criminal conduct that NA has referred/reported to a relevant law enforcement agency; and

7.3.1.2 the outcome of any Process under this Policy.

7.4 Education

7.4.1 NA will plan, implement, and maintain an education strategy that incorporates material addressing the matters covered by each Netball Integrity Policy.

7.4.2 The NA Head of Integrity will, from time to time, direct certain Participants to undertake education programs, which will be relevant and proportionate to their level of participation in Netball and the associated integrity risks.

8. Additional responsibilities

8.1 Relevant Organisation responsibilities

- 8.1.1 In addition to that required under the Netball Integrity Policies, NA and the Netball Organisations shall:
- 8.1.1.1 implement and comply with the Netball Integrity Policies and this Policy;
 - 8.1.1.2 ensure that all other policies, rules, and programs that apply to Relevant Persons and Relevant Organisations are consistent with the Netball Integrity Policies and this Policy;
 - 8.1.1.3 use its best efforts to assist Relevant Persons and Relevant Organisations to fulfil their responsibilities under the Netball Integrity Policies and this Policy;
 - 8.1.1.4 publish, distribute, and promote the Netball Integrity Policies (and any updates from time to time) and this Policy and shall be responsible for making such documents available and accessible to Relevant Persons and Relevant Organisations;
 - 8.1.1.5 ensure its Employees and Contractors act in a discreet and confidential manner in discharging their obligations under the Netball Integrity Policies and this Policy;
 - 8.1.1.6 recognise, enforce and give effect to any Sanction imposed under the Netball Integrity Policies and this Policy;
 - 8.1.1.7 take all necessary steps to enforce any Sanction imposed under the Netball Integrity Policies and this Policy; and
 - 8.1.1.8 assist in any investigation or proceedings regarding any Prohibited Conduct and ensure that they do not knowingly provide any inaccurate and/or misleading information during the course of any investigation or proceedings.

8.2 Relevant Person responsibilities

- 8.2.1 In addition to the obligations under the Netball Integrity Policies and this Policy, Relevant Persons shall:
- 8.2.1.1 make themselves aware of the contents of the Netball Integrity Policies and this Policy;
 - 8.2.1.2 comply with all relevant provisions of the Netball Integrity Policies and this Policy;
 - 8.2.1.3 comply with any decisions and/or Sanctions imposed under the Netball Integrity Policies and this Policy;
 - 8.2.1.4 undertake sports integrity education as directed by the NA Head of Integrity, the Netball Organisation and/or the Affiliate (as applicable); and

- 8.2.1.5 assist in any investigation or proceedings regarding any Prohibited Conduct and ensure that they do not knowingly provide any inaccurate and/or misleading information during the course of any investigation or proceedings.

SECTION 2: Conduct & Disciplinary Policy

9. Preliminary matters

9.1 What is an Alleged Breach?

- 9.1.1 An Alleged Breach is an allegation or information that a person has breached a Netball Integrity Policy and includes both a Complaint and Disciplinary Action.

9.2 What is a Complaint?

- 9.2.1 A Complaint means a complaint lodged with a Relevant Organisation in accordance with clause 10.1.

9.3 What is Disciplinary Action?

- 9.3.1 Disciplinary Action means action brought against or proposed to be brought against a Respondent by a Relevant Organisation, alleging a breach of one or more of the Netball Integrity Policies.
- 9.3.2 Disciplinary Action may arise from the Relevant Organisation becoming aware of allegations against, or information concerning, a Respondent by any manner including via a Complaint.

9.4 What is not an Alleged Breach?

- 9.4.1 An Alleged Breach does not include an allegation or information:
 - 9.4.1.1 that constitutes a Protected Disclosure;
 - 9.4.1.2 that is solely a Personal Grievance;
 - 9.4.1.3 that is mischievous, vexatious or knowingly untrue;
 - 9.4.1.4 where the proposed respondent is excluded by clause 9.6.2; or
 - 9.4.1.5 that does not refer to a breach of a Netball Integrity Policy.

9.5 Who can be a Complainant?

- 9.5.1 A Complainant can be any person or organisation, including a Relevant Organisation, who has information that an Alleged Breach of a Netball Integrity Policy has occurred.

9.6 Who can be a Respondent?

- 9.6.1 A Respondent must be a:
 - 9.6.1.1 Relevant Person;
 - 9.6.1.2 a Relevant Organisation; or

- 9.6.1.3 a person or organisation otherwise bound by the Netball Integrity Policy they are alleged to have breached.
- 9.6.2 A Respondent cannot be:
 - 9.6.2.1 a person that is neither a Relevant Person nor bound by the Netball Integrity Policy they are alleged to have breached; or
 - 9.6.2.2 a person that the Relevant Organisation (as the case may be) has no legal jurisdiction over.
- 9.6.3 A person or organisation who was bound by the Netball Integrity Policy that they are alleged to have breached at the time that they allegedly committed the breach, who would otherwise cease to have been bound by that Netball Integrity Policy, may still be a Respondent if they were bound by this Policy at the time the Complaint was made or when they became aware that a complaint may be made against them.
- 9.6.4 Once a Complaint has been made under this Policy, the Respondent will continue to be bound by this Policy and the relevant Netball Integrity Policies in respect of the Complaint until the Process with respect to that Complaint has been finalised in accordance with this Policy.
- 9.7 **Standard of Proof**
 - 9.7.1 The standard of proof that applies to all decisions made under this Policy (including by an investigation or Hearing Tribunal) is "balance of probabilities".
 - 9.7.2 For a Decision Maker, investigator and a Hearing Tribunal to find something has been proven on the balance of probabilities, it must be satisfied that on the evidence put before it the alleged fact or matter is more probable than not. In reaching this conclusion, the Decision Maker, investigator and Hearing Tribunal must take into account all relevant factors including the impact of the potential sanctions that may be imposed if the allegations are proven. For the avoidance of doubt, the standard of proof requires greater certainty for a more serious allegation compared with a less serious allegation.
- 9.8 **Confidentiality**
 - 9.8.1 All Alleged Breaches (and all information disclosed in relation to them), will be kept confidential by the Relevant Organisation (as the case may be), and will not be disclosed to any third parties, except as provided in this clause.
 - 9.8.2 The Relevant Organisation (as the case may be) may make the following disclosures:
 - 9.8.2.1 to the parties to an Alleged Breach (Respondent and the Complainant) to ensure a fair process;
 - 9.8.2.2 to any person or organisation to facilitate the proper handling of the Alleged Breach, including any Provisional Action, under this Policy;
 - 9.8.2.3 to external agencies so they can deal with the alleged conduct (eg law enforcement or regulatory or government authorities, Sport Integrity Australia, a child protection agency, State/Territory fair trading authority, the Australian Securities & Investments Commission);

- 9.8.2.4 to Relevant Persons or other Relevant Organisations to inform them of relevant Sanctions or Provisional Action imposed;
- 9.8.2.5 to any third party for the primary purpose of:
 - (A) preventing or lessening a risk to the safety, health or wellbeing of a person;
 - (B) protecting children or Vulnerable Persons participating in a sport;
 - (C) protecting the safety of participants in a sport; and
- 9.8.2.6 as required by law, any court, ADR Body or the NST.

9.9 Failure to cooperate

- 9.9.1 Persons bound by this Policy must cooperate fully with the Process chosen to resolve an Alleged Breach.
- 9.9.2 The Decision Maker, an investigator or a Hearing Tribunal or Appeals Tribunal may draw an inference adverse to the Respondent based on a Respondent's failure or refusal, after a request has been made in a reasonable time in advance, to answer any relevant question and/or participate in the relevant chosen Process. The Respondent must be made aware of such an inference being drawn in relation to any particular allegation forming part of an Alleged Breach.

9.10 Vulnerable Persons

- 9.10.1 Where a Complainant or Respondent is a Vulnerable Person, the parent/guardian of the Vulnerable Person may act on behalf of the Vulnerable Person and accompany them throughout any Process, including any interview, Alternative Dispute Resolution process, or Hearing Tribunal or Appeals Tribunal.
- 9.10.2 The Relevant Organisations will have regard to the guide entitled "Complaint Handling Guide: Upholding the rights of children and young people" issued by the National Office for Child Safety in managing Complaints made on behalf of or involving Vulnerable Persons, currently available at [Complaint Handling Guide: Upholding the rights of children and young people \(pmc.gov.au\)](http://Complaint Handling Guide: Upholding the rights of children and young people (pmc.gov.au)), or such other guide that may replace it.
- 9.10.3 This clause is at all times subject to clause 14.2.2. Further, where a matter is heard by an ADR Body and where the Respondent, the Complainant or a Witness is a Vulnerable Person, an adult adviser, which will in the absence of unavailability or other extraordinary circumstance be expected to be such person's parent or guardian.

9.11 Support Person

- 9.11.1 An individual Complainant or Respondent may invite a support person or advisor, who must not be qualified as a lawyer or barrister, to accompany them throughout any Process, including any interview, Alternative Dispute Resolution process, or Hearing Tribunal or Appeals Tribunal.

10. How to make a complaint

10.1 Submitting a Complaint

- 10.1.1 A person or organisation (including a Relevant Organisation) may submit a Complaint by completing the Complaint Form located at Schedule 2 and submitting it to the Relevant Organisation (as the case may be) at the email nominated by the Relevant Organisation, as soon as reasonably possible following the Alleged Breach.
- 10.1.2 Where the complainant is a Relevant Organisation, the Complaint Form may only be submitted by the CEO (or their delegate) of the organisation.
- 10.1.3 A Complaint Form may be submitted by a parent or guardian on behalf of a Vulnerable Person.
- 10.1.4 A Complaint Form must be completed in full at the time of submission. Where it is not, the Relevant Organisation is not obliged to process the Complaint. The Relevant Organisation must return an incomplete Complaint Form to the Complainant.
- 10.1.5 The Complaints Manager must send the Complainant an acknowledgement of receipt, once a fully completed Complaint Form is submitted.

10.2 Withdrawing a Complaint

- 10.2.1 A Complainant may withdraw their Complaint at any time before a finding under clause 12.1.
- 10.2.2 Withdrawing a Complaint must be done by writing to the relevant Complaints Manager from the same contact address used in the Complaints Form, or another contact address that has been previously notified to the Complaints Manager.

10.3 Commencing Disciplinary Action

- 10.3.1 Where a Relevant Organisation is advised or becomes aware of an allegation or considers that a Respondent has breached a Netball Integrity Policy, it may commence Disciplinary Action.
- 10.3.2 Information or allegations leading to the Relevant Organisation commencing Disciplinary Action under clause 10.3.1 may arise in any manner other than through lodgement of a Complaint Form.
- 10.3.3 The Relevant Organisation is not obliged to undertake Disciplinary Action in response to any information or allegations under this clause. However, where the matter involves an allegation concerning a Serious Criminal Charge, the matter must be referred to Police and NA or the Affiliate's Netball Organisation for it to determine whether or not Disciplinary Action is required.

10.4 Who is the Proper Recipient?

- 10.4.1 A Complaint must be submitted at, and Disciplinary Action commenced at, the level of Netball at which the allegations the subject of the Alleged Breach occurred.
- 10.4.2 For the purposes of clause 10.4.1, allegations the subject of an Alleged Breach occur at the:

- 10.4.2.1 NA level where they relate to behaviour, an incident or circumstances that occurred at or involve individuals participating in the Elite Programs or otherwise operating at the NA level;
 - 10.4.2.2 SSN Club or MO level where they relate to behaviour, an incident or circumstances that occurred at or involve individuals operating at the SSN Club or MO level; or
 - 10.4.2.3 Affiliate level where they relate to behaviour, an incident or circumstances that occurred at or involve individuals operating at the Affiliate level.
- 10.4.3 The Complaints Manager may, upon receipt of a Complaint or information that may lead to Disciplinary Action, seek to refer it to a more appropriate level of Netball in accordance with clause 11.4.4.
- 10.4.4 Alleged Breaches shall be dealt with by the level of Netball at which they occurred other than matters involving either Child Abuse or Serious Criminal Conduct, which must be referred immediately to NA and the Netball Organisation where the Affiliate is a Member and Police, where there is an actual or perceived conflict of interest in accordance with clause 11.1.1.5 or where NA makes a determination that this Policy is not being applied appropriately. NA or the Netball Organisation may also accept any Alleged Breaches in their absolute discretion.
- 10.4.5 Where a request is made to refer an Alleged Breach under clause 10.4.4, NA, or the Netball Organisation must consider:
- 10.4.5.1 any conflict of interest that may arise regarding resolution at the Relevant Organisation level;
 - 10.4.5.2 the nature and seriousness of the Alleged Breach;
 - 10.4.5.3 the length of time the Alleged Breach has been unresolved; and
 - 10.4.5.4 whether the Relevant Organisation has made reasonable efforts to resolve the Alleged Breach.
- 10.4.6 Other than as contemplated by clause 10.4.4, NA or the Netball Organisation is not obliged to deal with an Alleged Breach that occurred at a lower level of Netball. In such instances, they may:
- 10.4.6.1 refer a Complainant to the correct level; or
 - 10.4.6.2 forward the information concerning potential Disciplinary Action to the relevant Netball Organisation or Affiliate.

11. How to handle alleged breaches

11.1 Initial Threshold Questions

- 11.1.1 Upon receipt of a Complaint Form or information that may lead to Disciplinary Action, the Complaints Manager must initially determine whether it:
 - 11.1.1.1 is a Protected Disclosure, in which case it must be dealt with under the Relevant Organisation's Whistleblower Policy and the Complainant or discloser notified under clause 11.5;

- 11.1.1.2 is solely a Personal Grievance;
 - 11.1.1.3 is mischievous, vexatious, knowingly untrue;
 - 11.1.1.4 involves a proposed Respondent who is excluded by clause 9.6.2;
 - 11.1.1.5 has an actual or perceived conflict of interest (or whether the Relevant Organisation has an actual or perceived conflict of interest) in relation to that complaint that might call into question the impartiality of the process; or
 - 11.1.1.6 does not refer to a breach of a Netball Integrity Policy
- (the *Initial Threshold Questions*).

11.1.2 If the matter falls within one or more of the categories outlined in clause 11.1.1, other than clause 11.1.1.5, the process under this Policy is permanently discontinued.

11.1.3 Where the Complaints Manager or the Relevant Organisation has a conflict of interest, the Complaints Manager must refer the matter in accordance with clause 10.4.4.

11.2 Investigation

11.2.1 At any time after determining that Initial Threshold Questions are not satisfied, a Relevant Organisation may investigate the Alleged Breach. Where the Relevant Organisation determines to conduct an investigation guidance should be sought from NA for Netball Organisations or the Affiliate's Netball Organisation for Affiliates.

11.2.2 The Complaints Manager may choose whether to conduct an internal investigation or an external investigation and may include:

11.2.2.1 obtaining statements from the complaint and the respondent, as well as other relevant parties as determined by the individual conducting the investigation;

11.2.2.2 formal interviews; and

11.2.2.3 collection of additional evidence.

11.2.3 An investigation may be conducted in such manner as determined by the appointed investigator in their absolute discretion and may or may not make findings as to whether the allegations are proven to the Standard of Proof.

11.3 Initial Assessment - Disciplinary Action

11.3.1 At any time after determining that the Initial Threshold Questions are not satisfied, the Complaints Manager must determine whether the Relevant Organisation will:

11.3.1.1 conduct an investigation in accordance with clause 11.2;

11.3.1.2 proceed with Disciplinary Action under a Process in clause 12.1;

11.3.1.3 undertake Provisional Action under clause 11.6; or

11.3.1.4 refer the matter to a different level of Netball under clause 10.4.3.

This assessment may or may not involve formal interviews and collection of additional evidence at the Relevant Organisation's discretion.

11.3.2 Clause 11.4 does not apply to Disciplinary Action.

11.4 Initial Assessment - Complaint

11.4.1 The Complaints Manager must determine whether a complaint:

11.4.1.1 was lodged using a fully completed Complaint Form; and

11.4.1.2 is a Complaint for the purposes of this Policy,

(the *Initial Assessments*).

11.4.2 The Complaints Manager has absolute discretion to determine whether a Complaint is excluded under clause 9.4, and their decision will be final and binding. In making a determination under this clause, the Complaints Manager may seek any further information, or make such further enquiries, as necessary.

11.4.3 If either of the Initial Assessments are not satisfied, the Complaints Manager must proceed to clause 11.5.2.

11.4.4 If both the Initial Assessments are satisfied, the Complaints Manager must determine whether the Complaint has been submitted to the correct level of Netball, considering the factors outlined in clause 10.3, and then (if yes) proceed to clause 12.1 or (if not) clause 10.3.3.

11.5 Notification to the Parties

11.5.1 If the Complaint:

11.5.1.1 satisfies any of the Initial Threshold Questions, the Complaints Manager must notify the Complainant of the applicable procedure to be used by the Relevant Organisation to deal with the Complaint; or

11.5.1.2 does not satisfy the Initial Assessment, the Complaints Manager must notify the Complainant of the defect(s) in the complaint, and whether or not it can proceed under this Policy after modification of the complaint,

as soon as reasonably possible after the Complaints Manager determines the Initial Threshold Questions.

11.5.2 The Complaints Manager will communicate with the Complainant and the Respondent at appropriate times to keep them informed until a Process is chosen under clause 12.1 or no Process is to be taken against the Alleged Breach, and may at any appropriate stage:

11.5.2.1 notify the Respondent that a Complaint has been received and is being assessed; and/or

11.5.2.2 notify the Respondent that a potential breach of a Netball Integrity Policy is being assessed.

11.6 Provisional Action

11.6.1 Where an Alleged Breach makes allegations concerning conduct that in the Complaints Manager's opinion:

11.6.1.1 relates to Child Abuse; and/or

11.6.1.2 has resulted in, or may result in, or cause, serious criminal charges (that is, a charge under any Commonwealth or State/Territory criminal law that is punishable by imprisonment for a maximum period of five years or more) to be laid against the Respondent; and/or

11.6.1.3 suggests there is a further or ongoing risk of substantial harm being suffered by one or more persons involved in Netball,

the Complaints Manager may refer the Alleged Breach to the Decision Maker to determine, in the Decision Maker's absolute discretion, whether any Provisional Action(s) will be undertaken by a Relevant Organisation. The Complaints Manager will ensure that the Relevant Organisation implements the Provisional Action as soon as reasonably possible and notification to both NA and the relevant Netball Organisation (where the Relevant Organisation is an Affiliate)

11.6.2 Provisional Action includes, but is not limited to, suspension, restriction of duties or temporary redeployment, suspension or restriction of the rights, privileges or benefits, or any other action(s) at the discretion of the Decision Maker, including seeking advice from NA and/or the Netball Organisation (where the Relevant Organisation is an Affiliate).

11.6.3 In the event that Provisional Action is imposed a Respondent may seek to have that decision reviewed only by an expedited hearing convened in accordance with clause 14. An expedited hearing convened under this clause shall only consider the decision to impose the Provisional Action and will not consider the merits of the Alleged Breach.

12. Resolving alleged breaches

12.1 Determine chosen Process

12.1.1 After conducting an investigation into the Alleged Breach, the Relevant Organisation will:

12.1.1.1 make findings as to whether, to the requisite Standard of Proof, the Alleged Breach is:

(A) substantiated;

(B) unsubstantiated;

(C) unable to be substantiated; and

12.1.1.2 make a determination as to the Process to be applied to attempt to resolve the Alleged Breach under this clause 12, which will be:

(A) Alternative Dispute Resolution;

- (B) Warning Procedure;
- (C) Breach Offer; or
- (D) Hearing Tribunal,

as well as whether External Referral is appropriate.

- 12.1.2 The Complaints Manager has sole and absolute discretion to determine the chosen Process under this clause 12, however may consult with other representatives of NA and/or the Netball Organisation (including the Decision Maker) as required.
- 12.1.3 The Complaints Manager may, at their absolute discretion, seek further information from any person, including conducting further investigation under clause 11.2.
- 12.1.4 The Complaints Manager is responsible for communicating with the Complainant, Respondent, NA and/or Netball Organisations (where applicable) and for ensuring that the Process is implemented.
- 12.1.5 The Complaints Manager may at any time externally refer the Alleged Breach in accordance with clause 12.5.

12.2 Alternative Dispute Resolution

- 12.2.1 If the Complaints Manager considers the Alleged Breach may appropriately be resolved through Alternative Dispute Resolution, they may:
 - 12.2.1.1 for Complaints, seek the consent of both the Complainant and Respondent in writing; or
 - 12.2.1.2 for Disciplinary Action, seek the consent of the Respondent in writing.
- 12.2.2 If the necessary parties under clause 12.2.1 agree to Alternative Dispute Resolution and:
 - 12.2.2.1 the Alleged Breach is at Affiliate, SSN Club or MO level, the relevant Complaints Manager may either:
 - (A) refer the Alleged Breach to internal or external mediation or conciliation; or
 - (B) seek the consent of NA to refer the Alleged Breach to mediation, conciliation or case appraisal in the NST and, if given, NA will:
 1. refer the matter if it is an NST Eligible Matter; or
 2. apply to the NST CEO for approval if neither an NST Eligible or NST Excluded Matter, failing which it will be dealt with under clause 12.2.2.1(C); or
 - (C) if the consent of NA is not given, or the NST cannot deal with the matter, refer the Alleged Breach to internal or external mediation or conciliation.

- 12.2.2.2 the Alleged Breach is at NA level, the NA Complaints Manager may either:
- (A) refer the Alleged Breach to internal or external mediation or conciliation; or
 - (B) if an NST Eligible Matter, refer the Alleged Breach to mediation, conciliation or case appraisal in the NST; or
 - (C) if neither an NST Eligible or NST Excluded Matter, apply to the NST CEO for approval to refer the Alleged Breach to mediation, conciliation, or case appraisal in the NST, failing which it will be dealt with under clause 12.2.2.2(D); or
 - (D) if the NST cannot deal with the matter, refer the Alleged Breach to internal or external mediation or conciliation.
- 12.2.3 NA is responsible for making the application for Alternative Dispute Resolution at the NST. The application fee may be paid by one party, or by the parties together, apportioned as agreed between them. Service Charges may also be payable to the NST, which will be negotiated as between the parties to the dispute and the NST, and determined by the NST CEO. Where a matter is referred under clause 12.2.2.1, NA will not be responsible for any costs of the Alternative Dispute Resolution at the NST, which must borne by the parties, unless otherwise determined.
- 12.2.4 Where the Alternative Dispute Resolution process is facilitated by a Relevant Organisation or external provider, payment for the facilitator's fee will be agreed before the process commences and will be apportioned evenly between the parties (unless otherwise agreed between the parties). The process will be undertaken in accordance with the rules prescribed by the Relevant Organisation (internal) or the provider (external) as the case may be.
- 12.2.5 If the Alleged Breach is resolved through Alternative Dispute Resolution under this clause, the Complaints Manager must proceed to clause 16.3.
- 12.2.6 If:
- 12.2.6.1 either the Complainant or Respondent does not consent to Alternative Dispute Resolution;
 - 12.2.6.2 the Alleged Breach is not an appropriate matter for Alternative Dispute Resolution; or
 - 12.2.6.3 Alternative Dispute Resolution does not resolve the Alleged Breach,
- the Complaints Manager must choose another Process under this Policy.
- 12.2.7 Notwithstanding anything in this Policy, the Complaints Manager may, at any time with the consent of each of the Respondent and the Relevant Organisation (if Disciplinary Action) or the Respondent, Complainant and the Relevant Organisation (if a Complaint), refer the Alleged Breach for Alternative Dispute Resolution in accordance with clause 12.2.

12.3 Warning Procedure

- 12.3.1 The Complaints Manager may only determine that a Warning Procedure is the appropriate Process if:
 - 12.3.1.1 the Alleged Breach is of a minor nature; and
 - 12.3.1.2 if established, the Alleged Breach would likely only result in a warning being issued to the Respondent.
- 12.3.2 The Complaints Manager may, in their absolute discretion seek further information from any person, including by further investigation under clause 11.2.
- 12.3.3 The Complaints Manager must notify the Respondent of the conduct, using the template letter set out in Schedule 3. The letter must contain the following information:
 - 12.3.3.1 details of the conduct and how it is alleged to have breached a Netball Integrity Policy, including the section(s) of the Netball Integrity Policy allegedly breached;
 - 12.3.3.2 that, without the Relevant Organisation (as the case may be) finding any breach to be established, the Relevant Organisation is minded to caution the Respondent that the allegations would constitute a breach of the Netball Integrity Policy, if proven;
 - 12.3.3.3 an invitation to comment in writing as to whether such a warning should be issued or not; and
 - 12.3.3.4 the timeframe in which to provide comment.
- 12.3.4 If the Respondent does not respond to the invitation to comment within the timeframe specified in the notification set out in clause 12.3.3.4, the Complaints Manager may issue a warning and notify the Respondent of that warning using the template letter set out in item 2 of Schedule 3.
- 12.3.5 The Complaints Manager will take into account any comments provided by the Respondent in response to the notification set out in clause 12.3.3.4. The Complaints Manager will determine whether issuing a warning is appropriate based on the Respondent's comments and, if so, will notify the Respondent of that warning using the template letter set out in item 2 of Schedule 3.

12.4 Breach Offer

- 12.4.1 If the Complaints Manager has determined Breach Offer is the most appropriate Process, the Complaints Manager must refer the Alleged Breach to the Decision Maker, who must:
 - 12.4.1.1 determine the applicable Sanction that may in the Decision Maker's opinion be likely to apply if the Alleged Breach (or a complaint of a similar nature) was proven; and
 - 12.4.1.2 determine a discounted (reduced) Sanction to be offered to the Respondent, if any.
- 12.4.2 The Decision Maker may, at their absolute discretion, require the Complaints Manager to seek further information from any person to assist them to decide the appropriate Sanctions under clause 12.4.1, including by conducting further investigation under clause 11.2.

- 12.4.3 The Complaints Manager must issue the Respondent with a notice of Breach Offer using the template letter set out in Schedule 4. The notice of Breach Offer will:
- 12.4.3.1 notify the Respondent of details of the Alleged Breach, including the alleged conduct and relevant section(s) of the Netball Integrity Policy allegedly breached;
 - 12.4.3.2 state the proposed Sanction for the Alleged Breach and, if applicable, any proposed discounted Sanction;
 - 12.4.3.3 state that the Sanction is to be publicly disclosed (if applicable);
 - 12.4.3.4 state that the Respondent has a right to a hearing in relation to the Alleged Breach and/or the proposed Sanction;
 - 12.4.3.5 state that the Respondent may admit the Alleged Breach, waive their right to a hearing and accept the proposed Sanction or proposed discounted Sanction (if applicable);
 - 12.4.3.6 state that if the Respondent does not respond within 14 days of receipt of the Breach Notice, they will be deemed to have admitted the Alleged Breach, waived their right to a hearing and accepted the proposed Sanction;
 - 12.4.3.7 state that any response to the Breach Notice must be made to the Relevant Organisation, and provide the Respondent with the contact details of the relevant Complaints Manager; and
 - 12.4.3.8 be provided to the Respondent, NA and Netball Organisation (if applicable).
- 12.4.4 In response to the Breach Notice, a Respondent may:
- 12.4.4.1 Admit the Alleged Breach, waive their right to a hearing and accept the proposed Sanction or proposed discounted Sanction;
 - 12.4.4.2 Dispute the Alleged Breach and/or proposed Sanction, in which case the Alleged Breach will be referred to a Hearing Tribunal under this Policy; or
 - 12.4.4.3 Not respond, in which case they will be deemed to have admitted the Alleged Breach, waived their right to a hearing and accepted the proposed Sanction.
- 12.4.5 A Respondent has 14 days from receipt of the Breach Notice to notify the relevant Complaints Manager of their decision.
- 12.4.6 Where a Respondent admits the Alleged Breach, waives their right to a hearing and accepts the Sanction, or is deemed to have done so, the Relevant Complaints Manager must take all necessary steps to impose and implement the Sanction (if applicable) and proceed to finalising the matter in accordance with clause 16.3.
- 12.4.7 If the Respondent disputes the Alleged Breach and/or Sanction:
- 12.4.7.1 if the Alleged Breach is at Affiliate or SSN Club or MO level, the relevant Complaints Manager may either:

- (A) refer the Alleged Breach to an ADR Body for a Hearing Tribunal; or
- (B) seek the consent of NA to refer the Alleged Breach to the NST General Division and, if given, NA will:
 1. refer the matter if it is an NST Eligible Matter; or
 2. apply to the NST CEO for approval if neither an NST Eligible or NST Excluded Matter, failing which it must be dealt with under clause 12.4.7.1(B)3; or
 3. if the consent of NA is not given, or if the NST cannot deal with the matter, refer the Alleged Breach to an ADR Body for a Hearing Tribunal.

12.4.7.2 if the Alleged Breach is at NA level, the NA Complaints Manager may either:

- (A) refer the Alleged Breach to the NA Tribunal; or
- (B) if an NST Eligible Matter, refer the Alleged Breach to the NST General Division; or
- (C) if neither an NST Eligible or NST Excluded Matter, apply to the NST CEO for approval to hear the matter in the NST General Division, failing which it must be dealt with under clause 12.4.7.2(D); or
- (D) if the NST cannot deal with the matter, refer the Alleged Breach to the NA Tribunal.

12.4.8 Where an application to the NST for arbitration is made, NA is responsible for making the application. The application fee may be paid by one party, or by the parties together, apportioned as agreed between them. Service charges may also be payable to the NST, which will be negotiated as between the parties to the dispute and the NST at the preliminary conference, and determined by the NST CEO. Where a matter is referred under clause 12.4.7.1, NA will not be responsible for any costs at the NST, which must borne by the parties, unless otherwise determined.

12.5 Hearing Tribunal

12.5.1 The Complaints Manager may refer the Alleged Breach to a Hearing Tribunal. If the Complaints Manager has determined a Hearing Tribunal is the most appropriate Process:

12.5.1.1 if the Alleged Breach is at Affiliate or SSN Club or MO level, the Complaints Manager may either:

- (A) refer the Alleged Breach to an ADR Body for a Hearing Tribunal; or
- (B) seek the consent of NA to refer the Alleged Breach to the NST General Division and, if given, NA will:
 1. refer the matter if it is an NST Eligible Matter; or

2. apply to the NST CEO for approval if neither an NST Eligible or NST Excluded Matter, failing which it must be dealt with under clause 12.5.1.1(B)3; or
3. if the consent of NA is not given, or if the NST cannot deal with the matter, refer the Alleged Breach to an ADR Body for a Hearing Tribunal;

12.5.1.2 if the Alleged Breach is at NA level, the NA Complaints Manager may either:

- (A) refer the Alleged Breach to the NA Tribunal; or
- (B) if an NST Eligible Matter, refer the Alleged Breach to the NST General Division; or
- (C) if neither an NST Eligible or NST Excluded Matter, apply to the NST CEO for approval to hear the matter in the NST General Division, failing which it must be dealt with under clause 12.5.1.2(D); or
- (D) if the NST cannot deal with the matter, refer the Alleged Breach to the NA Tribunal.

12.5.2 Where an application to the NST for arbitration is made, NA is responsible for making the application. The application fee may be paid by one party, or by the parties together, apportioned as agreed between them. Service charges may also be payable to the NST, which will be negotiated as between the parties to the dispute and the NST at the preliminary conference, and determined by the NST CEO. Where a matter is referred under clause 12.5.1.1, NA will not be responsible for any costs at the NST, which must borne by the parties, unless otherwise determined.

12.6 External Referral

12.6.1 The Complaints Manager may, at any time before or while dealing with an Alleged Breach under this Policy, refer the Alleged Breach to an external organisation (such as a law enforcement or regulatory or government authority, Sport Integrity Australia, a child protection agency, State/Territory fair trading authority, or the Australian Securities & Investments Commission).

12.6.2 If an external referral is made, the Complaints Manager may suspend the chosen Process pending external resolution. The Complaints Manager must notify the Complainant (if any) and Respondent in writing of any such decision unless directed not to do so by the external referral organisation.

12.6.3 If the Process is suspended due to an external referral, the Complaints Manager must refer the Alleged Breach to the Decision Maker to determine whether any Provisional Action should be taken against the Respondent under clause 11.6. When the Decision Maker decides whether to impose provisional action under this clause 12.6.3:

12.6.3.1 in the circumstances described in clause 11.6.1, there is an automatic presumption that Provisional Action should be taken unless in exceptional circumstances; and

12.6.3.2 in any other circumstances, there is an automatic presumption that Provisional Action should not be taken unless in exceptional circumstances.

12.6.4 If the Alleged Breach is not resolved by the external referral organisation and is referred back to the Complaints Manager, the Complaints Manager may resume the Process.

12.7 Sanctions

12.7.1 Where a Respondent is found to have committed a breach of an Eligible Policy, the Decision Maker, NST and Hearing Tribunal have absolute discretion to determine the appropriate sanction imposed on a Respondent, including as to whether a combination of measures is to be imposed, and the terms and period of any measures.

12.7.2 Without limiting the discretion in clause 12.7.1, the Sanctions that may be imposed on a Respondent include, but are not limited to:

12.7.2.1 a reprimand;

12.7.2.2 verbal or written apology;

12.7.2.3 direction to attend counselling or training to address their behaviour;

12.7.2.4 suspended sentence and/or good behaviour period;

12.7.2.5 removal of accreditation;

12.7.2.6 removal of awards (such as life membership);

12.7.2.7 exclusion from a particular event or events, competition or activity;

12.7.2.8 suspension of membership from NA, the Netball Organisations, and any other Relevant Persons or Affiliates;

12.7.2.9 suspension from such activities or events held by or under the auspices of NA, the Netball Organisations, and any other Relevant Persons or Affiliates;

12.7.2.10 suspension for a specified period and/or termination of any rights, privileges and benefits provided by NA, the Netball Organisations, and any other Relevant Persons or Affiliates;

12.7.2.11 expulsion from NA, the Netball Organisation, and any other Relevant Persons or Affiliates; and/or

12.7.2.12 any other form of discipline that is considered appropriate.

12.7.3 Without limiting the discretion afforded in clause 12.7.1, the person imposing the sanction may, but is not required to, consider the following factors:

12.7.3.1 the nature and seriousness of the behaviour or incidents;

12.7.3.2 the considerations (if any) of the Complainant;

12.7.3.3 the contrition, or lack thereof, of the Respondent;

- 12.7.3.4 any Provisional Action taken in relation to the Alleged Breach;
 - 12.7.3.5 the effect of the Sanction on the Respondent including any personal, professional or financial consequences;
 - 12.7.3.6 if there have been relevant prior warnings or disciplinary action against the Respondent; and
 - 12.7.3.7 if there are any aggravating or mitigating circumstances.
- 12.7.4 If there is more than one breach of an Eligible Policy, where appropriate, the Sanction may be imposed having regard to all of the breaches considered together, and the seriousness of the overall conduct in question.
- 12.7.5 Sanctions imposed under this Policy shall commence from the date of the decision, unless otherwise directed.

13. Recognition of decisions

- 13.1 Any Provisional Action or final adjudications on an applicable Sanction under this Policy shall be recognised and respected by all other Relevant Organisations automatically upon receipt of notice of the Provisional Action or Sanction without need for any further formality. Each Relevant Organisation shall take all steps legally available to it to enforce and give effect to the Sanction.

14. Hearing Tribunal

- 14.1 Subject to NST Legislation, the parties to a Hearing Tribunal are the Respondent and the Relevant Organisation (as the case may be).

14.2 Arbitration in the NST

- 14.2.1 If arbitration is sought in the NST General Division, the NST:

14.2.1.1 will determine whether the Provisional Action imposed is disproportionate; or

14.2.1.2 will arbitrate the Alleged Breach, determine whether a Sanction be imposed and, if so, what Sanction in accordance with clause 12.7.

- 14.2.2 The procedure for an arbitration in the NST will be in accordance with the NST Legislation.

14.3 ADR Body

- 14.3.1 If arbitration is sought through an ADR Body, the ADR Body:

14.3.1.1 will determine whether the Provisional Action imposed is disproportionate; or

14.3.1.2 will arbitrate the Alleged Breach, determine whether a Sanction be imposed and, if so, what Sanction in accordance with clause 12.7.

- 14.3.2 If arbitration is sought from an ADR Body, the ADR Body will determine the procedure for arbitration, subject to clause 9.10.3.

14.4 NA Tribunal

14.4.1 Where a matter is referred to the NA Tribunal, the NA Tribunal Rules will apply.

14.5 Notification of Hearing Tribunal decision

14.5.1 The Hearing Tribunal will notify the parties of the decision in accordance with its relevant procedures and the relevant Complaints Manager must, subject to any appeal under clause 15, comply with clause 16.3.

15. Appeals

15.1 Appeal

15.1.1 An appeal of a decision of a Hearing Tribunal under this Policy must be heard in accordance with and subject to this clause 15.

15.1.2 The members of the Appeals Tribunal must not have any actual or perceived conflict of interest in relation to the complaint that might reasonably call into question the impartiality of the Appeals Tribunal.

15.1.3 The Appeals Tribunal must not include any person who sat on, or was involved in the original hearing tribunal for the complaint subject of the Appeal.

15.1.4 For the avoidance of doubt, the determination of the Decision Maker in any such appeal is final and binding on the Parties.

15.2 Decisions subject to appeal

15.2.1 A decision of the NA Tribunal made in accordance with this Policy may be appealed as set out in the NA Tribunal Rules.

15.2.2 A decision of an ADR Body or the NST General Division under clauses 14.2.1.2 or 14.3.1.2 may be appealed as set out in this clause 15.

15.2.3 A decision of an ADR Body or the NST General Division under clauses 14.2.1.1 or 14.3.1.1 is not subject to appeal.

15.3 Persons entitled to appeal

15.3.1 The following persons are entitled to appeal the decision of a Hearing Tribunal under clauses 14.4.1, 14.2.1.2 or 14.3.1.2 of this Policy (each an Appellant):

15.3.1.1 a Respondent; or

15.3.1.2 any Relevant Organisation which has managed the Process that is the subject of the Hearing Tribunal.

15.4 Grounds of appeal

15.4.1 The decision of a Hearing Tribunal can only be appealed on the following Grounds of Appeal:

15.4.1.1 The Hearing Tribunal failed to abide by this Policy and/or the NST Legislation (as the case may be) and such failure resulted in a denial of natural justice; and/or

- 15.4.1.2 No reasonable decision maker in the position of the Hearing Tribunal, based on the material before them, could reasonably make such a decision.

15.5 Appeals Tribunal

15.5.1 Subject to this Policy:

15.5.1.1 if the Hearing Tribunal was the NST General Division, an appeal may be heard by the NST Appeals Division in accordance with the NST Legislation;

15.5.1.2 if the Hearing Tribunal was the NA Tribunal, an appeal may be heard by the NA Appeals Tribunal in accordance with the NA Tribunal Rules; and

15.5.1.3 if the Hearing Tribunal was an ADR Body:

(A) the parties may seek the consent of NA to refer the appeal to the NST General Division to be heard in accordance with the NST Legislation and, if given, NA will:

1. refer the matter if it is an NST Eligible Matter; or
2. apply to the NST CEO for approval if neither an NST Eligible or NST Excluded Matter; or

(B) if the consent of NA is not given, or if the NST cannot deal with the matter, an appeal may be heard by the NA Tribunal in accordance with the NA Tribunal Rules (or such other appeals body as agreed by NA and the parties to the Hearing Tribunal).

15.5.2 For the avoidance of doubt, a decision by the NST General Division with respect to an appeal will be final and binding on the Parties and there is no further right of appeal to the NST Appeals Division.

15.5.3 Where an application is made to the NST for an appeal to be heard, NA is responsible for making the application. The application fee may be paid by one party, or by the parties together, apportioned as agreed between them. Service charges may also be payable to the NST, which will be negotiated as between the parties to the dispute and the NST at the preliminary conference, and determined by the NST CEO. Where a matter is referred under clause 15.5.1.3(A), NA will not be responsible for any costs at the NST, which must borne by the parties, unless otherwise determined.

15.6 Notice of appeal

15.6.1 To submit a valid notice of appeal, an Appellant must, within 14 days of the date of receipt of the decision made by the Hearing Tribunal:

15.6.1.1 If the Hearing Tribunal was the NST General Division:

- (A) Lodge an 'Application for an Appeal' form with the NST Appeals Division, which must state in full their Grounds of Appeal;
- (B) Pay the requisite application fee; and
- (C) Serve, by email, by post, or physically, on the other party to the appeal a copy of the 'Application for an Appeal'; or

- 15.6.1.2 If the Hearing Tribunal was the NA Tribunal:
- (A) Lodge with the NA Complaints Manager the Notice of Appeal stating they wish to appeal, which states in full their Grounds of Appeal, including any relevant documents as annexures;
 - (B) Pay the appeal fee as set from time to time by NA; and
 - (C) Serve, by email, by post, or physically, on the other party to the appeal a copy of the Notice of Appeal; or
- 15.6.1.3 If the Hearing Tribunal was an ADR Body:
- (A) Lodge an 'Application for an Appeal' form with the NST General Division or a Notice of Appeal with the NA Complaints Manager, which must state in full their Grounds of Appeal;
 - (B) Pay the requisite application fee; and
 - (C) Serve, by email, by post, or physically, on the other party to the appeal a copy of the 'Application for an Appeal or Notice of Appeal',
- (together, a *Notice of Appeal*).

15.7 Appeals in the NST Appeals Division or General Division

- 15.7.1 If an Appellant lodges a valid Notice of Appeal (in accordance with this Policy) in the NST Appeals Division or the General Division, the NST will determine the matter.
- 15.7.2 The procedure for an appeal in the NST Appeals Division or the NST General Division will be in accordance with clause 15.6 and the NST Legislation.

15.8 NA Tribunal

- 15.8.1 If an Appellant lodges a valid Notice of Appeal to be dealt with by the NA Tribunal, the NA Tribunal will determine the matter.
- 15.8.2 The procedure for an appeal to the NA Tribunal will be in accordance with the NA Tribunal Rules.

15.9 Determination for Appeals Tribunal

- 15.9.1 The Appeals Tribunal's arbitration of the appeal:
- 15.9.1.1 Must determine, to the Standard of Proof, whether one or both Grounds of Appeal (as applicable) are proven, and must not rehear the matter or the facts of the Alleged Breach; and
 - 15.9.1.2 May result in the Appeals Tribunal:
 - (A) Dismissing the appeal;
 - (B) Upholding the appeal;
 - (C) Imposing any of the Sanctions set out in clause 12.7.2;

(D) Reducing, increasing or otherwise varying any Sanction imposed by the Hearing Tribunal under the Policy,

in accordance with clause 15.9.1.1 but otherwise in such manner as it thinks fit.

15.10 Notification of Appeals Tribunal decision

15.10.1 The Appeals Tribunal will notify the parties to the proceeding of the decision in accordance with its relevant procedures, after which the relevant Complaints Manager will proceed to finalise the matter in accordance with clause 16.3.

16. Finalising Alleged Breaches

16.1 Finalisation of Process

16.1.1 A Process will be finalised, and an outcome reached when:

16.1.1.1 Warning Procedure - when the Relevant Organisation notifies the relevant parties of its determination under clause 12.3;

16.1.1.2 Breach Offer - where the Respondent admits the Alleged Breach, waives their right to a hearing and accepts the Sanction, or is deemed to have done so under clause 12.4.4.3;

16.1.1.3 Hearing Tribunal - where the parties to the proceeding are notified of the decision and no appeal has been filed; or

16.1.1.4 Appeals Tribunal - where the parties to the proceeding are notified of the decision.

16.1.2 Once the applicable Process (including any appeal) under this Policy has concluded, the decision is final and binding on all parties involved and there is no further right of appeal to any external body or tribunal.

16.2 Notification of outcome

16.2.1 When a Process is finalised, the Complaints Manager must notify the Complainant (if any) and Respondent of the outcome of an Alleged Breach, in writing, unless otherwise provided for in this Policy.

16.2.2 If the dispute arose at the:

16.2.2.1 Affiliate level, the Complaints Manager must notify the relevant Netball Organisation and NA; or

16.2.2.2 SSN Club or MO level, the Complaints Manager must notify NA.

16.2.3 A Relevant Organisation may, as required, disclose the matters referred to in clause 9.7.2.

16.3 Recording decisions and outcomes

16.3.1 Each Relevant Organisation shall keep records of all Alleged Breaches in keeping with the template register provided in Annexure A, for a minimum of 7 years from resolution of the Alleged Breach under this Policy. Records will include at a minimum a record, including dates where relevant, of:

- 16.3.1.1 the Alleged Breach;
 - 16.3.1.2 the Complainant;
 - 16.3.1.3 the Respondent;
 - 16.3.1.4 the Process;
 - 16.3.1.5 the Outcome; and
 - 16.3.1.6 any Sanctions and/or Provisional Action imposed.
- 16.3.2 Records must be maintained in a secure and confidential place, which may be electronically.

17. Interpretation & other information

17.1 Commencement

- 17.1.1 This Policy commences on the date outlined on the front cover (Commencement Date).

17.2 Prior Alleged Breaches

- 17.2.1 Any and all policies previously enacted by NA concerning the handling of Complaints are withdrawn to the extent they deal with the handling of Complaints, and replaced by this Policy, subject to clause 17.2.2.
- 17.2.2 Alleged Breaches relating to conduct which occurred prior to the Commencement Date:
 - 17.2.2.1 must be dealt with under the policies and processes of the Relevant Organisation existing at the time the complaint was made, regardless of where that Complaint is at in the process; or
 - 17.2.2.2 cannot be resubmitted to a Relevant Organisation under this Policy; and
 - 17.2.2.3 are not subject to any appeal under this Policy.

17.3 Requirements for Relevant Organisations

- 17.3.1 Relevant Organisations must adopt and implement this Policy as their complaints management policy for complaints arising under the Netball Integrity Policies.

17.4 Interpretation

- 17.4.1 Any document required to be provided under this Policy may be given by:
 - 17.4.1.1 sending it to an email or other electronic address nominated by the recipient party; or
 - 17.4.1.2 email, post or hand delivering it to that party's registered office.

17.4.2 A document is taken to have been received under this Policy if sent by email or other electronic transmission, on the date of transmission, or if hand delivered, on the date of delivery or if sent by post, 5 business days after it was sent.

17.4.3 Relevant Persons are responsible for keeping their contact details up to date with their Relevant Organisation. Delivery to the last known address is sufficient in circumstances where the current whereabouts of a Relevant Person is not known.

17.5 Amendment

17.5.1 NA may amend this Policy from time to time and must make the new version available on its website as soon as possible, including the date on which any amendments take effect.

17.5.2 Any Alleged Breach being dealt with at the time of an amendment to this Policy will continue to be processed under the version of this Policy in force at the time NA or Netball Organisation (as the case may be) receives the Complaint Form or commences the Disciplinary Action.

17.5.3 Each reference to Complaints Manager and Decision Maker in this Policy is taken to include their authorised delegates from time to time.

END

Reference Number:	INT001
Policy:	Netball Integrity Policy Framework, Conduct and Disciplinary Policy
Commencement Date:	1 January 2023
Author:	NA Head of Integrity
Owner:	NA Head of Integrity
Approval Level:	NA Board
Date Last Reviewed:	1 July 2022
Scheduled Review Date:	Annually
Supersedes:	Integrity in Netball Framework & Integrity Unit Terms of Reference

Schedule 1: NST Eligible Matters

If the NST Legislation is amended after the Commencement Date, the following definitions are automatically updated to reflect the NST Legislation, without the need for NA to amend this Policy, to incorporate the new definitions.

NST Eligible Matters for Mediation under clause 12.2 of this Policy:

1. disputes about athlete eligibility or selection, however described in the constituent documents of the sporting body;
2. disciplinary disputes, including but not limited to disputes relating to disciplinary action taken, or proposed to be taken, under a member protection policy of the sporting body;
3. disputes about bullying, harassment or discrimination, however described in the constituent documents of the sporting body; and
4. disputes relating to disciplinary action taken, or proposed to be taken, by a sporting body against a constituent part of its sport, where the constituent part is a body corporate.

NST Eligible Matters under the Hearings Tribunal process under clauses 14.2 of this Policy:

5. disputes about athlete eligibility or selection, however described in the constituent documents of the sporting body;
6. disciplinary disputes, including but not limited to disputes relating to disciplinary action taken, or proposed to be taken, under a member protection policy of the sporting body; and
7. disputes relating to disciplinary action taken, or proposed to be taken, by a sporting body against a constituent part of its sport, where the constituent part is a body corporate.

NST Eligible Matters for appeals under clauses 15.6.1.2 or 15.7 of this Policy:

8. disputes about athlete eligibility or selection, however described in the constituent documents of the sporting body;
9. disciplinary disputes, including but not limited to disputes relating to disciplinary action taken, or proposed to be taken, under a member protection policy of the sporting body;
10. disputes relating to disciplinary action taken, or proposed to be taken, by a sporting body against a constituent part of its sport, where the constituent part is a body corporate.

Schedule 2: Complaint Form

Internal Use Only		
Name of person receiving Complaint		Date Complaint Form Received: / /
How was the Complaint received		
Complainant to Complete		
Name of Complainant <input type="checkbox"/> Over 18 <input type="checkbox"/> Under 18 <input type="checkbox"/> Don't know	
Complainant's contact details	Phone: Email:	
Complainant's role/position within the Sport	<input type="checkbox"/> Administrator (volunteer) <input type="checkbox"/> Parent <input type="checkbox"/> Spectator <input type="checkbox"/> Support Personnel <input type="checkbox"/> Official	<input type="checkbox"/> Board/Committee member <input type="checkbox"/> Athlete/player <input type="checkbox"/> Coach/Assistant Coach <input type="checkbox"/> Employee (paid) <input type="checkbox"/> Other (Please Specify)
Name of person complained about (Respondent) <input type="checkbox"/> Over 18 <input type="checkbox"/> Under 18 <input type="checkbox"/> Don't know	
Respondent's role/position	<input type="checkbox"/> Administrator (volunteer) <input type="checkbox"/> Parent <input type="checkbox"/> Spectator <input type="checkbox"/> Support Personnel <input type="checkbox"/> Official	<input type="checkbox"/> Board/Committee member <input type="checkbox"/> Athlete/player <input type="checkbox"/> Coach/Assistant Coach <input type="checkbox"/> Employee (paid) <input type="checkbox"/> Other (Please Specify)
Date/s of alleged breach/es by Respondent		
Location/s of alleged breach/es by Respondent		
Description of alleged breach by Respondent <i>Please provide as much information as possible, including details of who is involved, describe what happened and when, and how you found out about the breach - attach further pages if necessary</i>		

Witnesses (if any)	<p>Did anyone else witness this alleged breach by the Respondent?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure</p> <p>If 'Yes', please list the witnesses and their contact details (if known):</p> <p>1. Name:</p> <p> Phone:</p> <p> Email:</p>
	<p>2. Name:</p> <p> Phone:</p> <p> Email:</p>
	<p>3. Name:</p> <p> Phone:</p> <p> Email:</p>
Level of the Sport at which alleged breach occurred	<p><input type="checkbox"/> NA level where they relate to behaviour, an incident or circumstances that occurred at or involve individuals in Elite Programs or operating at the NA level;</p> <p><input type="checkbox"/> Netball Organisation level where they relate to behaviour, an incident or circumstances that occurred at or involve individuals operating at the Netball Organisation level; or</p> <p><input type="checkbox"/> Affiliate level - where it relates to behaviour, an incident or circumstances that occurred at or involve individuals operating at the Affiliate level (Association/League/Club level).</p>
<p>Eligible policy that Respondent has allegedly breached</p> <p>Sections allegedly breached</p>	
Does Complainant consent to alternative dispute resolution?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Signed by Complainant	<p>Signature:</p> <p>Date:</p>

Schedule 3: Letter – Warning Procedure

Item 1: Letter - Warning Procedure

NETBALL INTEGRITY POLICY FRAMEWORK, COMPLAINTS & DISPUTES POLICY Warning: Invitation to Comment

[ITEMS IN YELLOW REQUIRE INPUT FROM THE COMPLAINTS MANAGER OR BE DELETED IF NOT REQUIRED]

[insert name]

[address line 1]

[address line 2]

By email: [insert email address]

Referral

1. [NA/The Netball Organisation/The Affiliate (SELECT ONE OF)] has received information (**Alleged Breach**) under the Netball Integrity Policy Framework, Conduct & Disciplinary Policy (**Policy**) alleging that you have breached a Netball Integrity Policy, as outlined below. A copy of the relevant policy is available at [insert link].
2. The Complaints Manager under the Policy has referred the Alleged Breach about you for resolution under the Warning Procedure.

Allegations

3. The Alleged Breach was received by [NA/Netball Organisation/Affiliate (SELECT ONE OF)] on [insert date] OR (DELETE ONE OF) [NA/The Netball Organisation/The Affiliate (SELECT ONE OF)] was made aware of the Alleged Breach on [insert date].
4. It is alleged in the Alleged Breach that you:
 - a) [insert alleged conduct]; and
 - b) [+++++].
5. If the above allegations were to be established, your conduct would likely constitute a breach of the following policies:
 - a) [insert specific sections of policies allegedly breached]; and
 - b) [+++++].

Warning

6. Without determining whether the allegations in the Alleged Breach are correct, or that the Alleged Breach is proven, [NA/the Netball Organisation/the Affiliate (SELECT ONE OF)] proposes to issue a warning that the allegations, if they were proven, would constitute a breach of the policies outlined at paragraph 5.

Invitation to Comment

7. You are invited to comment in writing on whether or not the warning should be issued.
8. Please provide your comments within 14 days, ending 5:00pm AEST on [DAY] [MONTH] [YEAR].
9. The Complaints Manager will take into account any comments provided by you and determine whether issuing a warning is appropriate based on your comments.
10. If you have any questions or comments in relation to this letter, the Complaints Manager can be contacted by telephone on [+++++] or by email at [+++++].

Yours faithfully

[insert signatory]

Complaints Manager

[NA/Netball Organisation/Affiliate (SELECT ONE OF)]

Item 2: Notification - Warning Procedure

NETBALL INTEGRITY POLICY FRAMEWORK, COMPLAINTS & DISPUTES POLICY Notification of Outcome

[ITEMS IN YELLOW REQUIRE INPUT FROM THE COMPLAINTS MANAGER OR BE DELETED IF NOT REQUIRED]

[insert name]

[address line 1]

[address line 2]

By email: [insert email address]

Allegations

1. You were previously notified by notice dated [insert date] of an Alleged Breach of a Netball Integrity Policy, as outlined below.
2. It was alleged that you:
 - a) [insert alleged conduct]; and
 - b) [+++++].
3. If the above allegations were to be established, your conduct would likely constitute a breach of the following policies:
 - a) [insert specific sections of policies allegedly breached]; and
 - b) [+++++].

Warning

4. Without determining whether the allegations in the Alleged Breach were correct, or that the Alleged Breach is proven, [NA/the Netball Organisation/the Affiliate (SELECT ONE OF)] proposed to issue a warning that the allegations, if they were proven, would constitute a breach of the policies outlined at paragraph 3.
5. You were invited to comment on the proposed warning and whether or not that warning should be issued.

Outcome

6. [NA/The Netball Organisation/The Affiliate (SELECT ONE OF)] has taken your response into consideration in making its decision on whether or not to warn you in relation to your conduct.
7. [NA/The Netball Organisation/The Affiliate (SELECT ONE OF)] has decided that a warning is not appropriate in relation to your conduct. OR (DELETE ONE OF) [NA/The Netball Organisation/The Affiliate (SELECT ONE OF)] formally warns you that the allegations made in the Alleged Breach, if they were proven, would constitute a breach of the policies outlined at paragraph 3.
8. [NA/The Netball Organisation/The Affiliate (SELECT ONE OF)] reserves its rights in relation to any separate or future allegations or complaints that you have breached a Netball Integrity Policy.
9. If you have any questions or comments in relation to this letter, the Complaints Manager can be contacted by telephone on [+++++] or by email at [+++++].

Yours faithfully

[insert signatory]

Complaints Manager

[NA/Netball Organisation/Affiliate (SELECT ONE OF)]

Schedule 4: Letter – Breach Offer

NETBALL INTEGRITY POLICY FRAMEWORK, COMPLAINTS & DISPUTES POLICY BREACH OFFER

[ITEMS IN YELLOW REQUIRE INPUT FROM THE COMPLAINTS MANAGER OR BE DELETED IF NOT REQUIRED]

[insert name]

[address line 1]

[address line 2]

By email: [insert email address]

Referral

1. [NA/The Netball Organisation/The Affiliate (SELECT ONE OF)] has received information (**Alleged Breach**) under its Netball Integrity Policy Framework, Conduct & Disciplinary Policy (**Policy**) alleging that you have breached a Netball Integrity Policy, as outlined below. A copy of the Policy is available at [insert link].
2. The Complaints Manager under the Policy has referred the Alleged Breach about you for resolution under the Breach Offer Process.

Allegations

3. The Alleged Breach was lodged by [insert name] and received by the [NA/the Netball Organisation/the Affiliate (SELECT ONE OF)] on [insert date]. OR (DELETE ONE OF) [NA/The Netball Organisation/The Affiliate (SELECT ONE OF)] was made aware of the Alleged Breach on [insert date].
4. It is alleged in the Alleged Breach that you:
 - a) [insert alleged conduct]; and
 - b) [+++++].
5. As a result of the above allegations, it is alleged that you have consequently breached the following Netball Integrity Policy:
 - a) [insert specific sections of eligible policies allegedly breached]; and
 - b) [+++++].

Sanction

6. If a breach of the type outlined in the Alleged Breach was fully proven, [NA/the Netball Organisation/the Affiliate (SELECT ONE OF)] would ordinarily impose the following sanction:
 - a) [insert applicable sanction]; and
 - b) [+++++].
7. In accordance with the Policy, to resolve the Alleged Breach using the Breach Offer Process, if you accept the alleged breach occurred without a hearing, [NA/the Netball Organisation/the Affiliate (SELECT ONE OF)] will offer you a sanction as follows:
 - a) [insert applicable sanction]; and
 - b) [+++++].

Decision

8. You are entitled to decide either to accept your alleged breach occurred, and the proposed sanction that will be imposed by [NA/the Netball Organisation/the Affiliate (SELECT ONE OF)] set out at paragraph 7, or alternatively dispute the alleged breach and/or proposed sanction.
9. If you dispute the alleged breach and/or proposed sanction, the Alleged Breach will be referred to a Hearing Tribunal for determination under the Policy.

Notification

10. Please advise [NA/the Netball Organisation/the Affiliate (SELECT ONE OF)] Complaints Manager of your decision to either accept the alleged breach and proposed sanction or dispute the breach and/or sanction and proceed to a Hearing Tribunal, by signing and returning the below 'Acknowledgement' to the Complaints Manager at [insert contact address].
11. You must advise the Complaints Manager of your decision within 7 days of the date of this letter, failing which you will be deemed to have accepted the breach occurred and the proposed sanction will automatically commence.
12. Unless you dispute the alleged breach and/or proposed sanction, the proposed sanction will commence on the earlier of the date you notify the Complaints Manager of your acceptance, or the end of the date 14 days from the date of this letter.
13. If you have any questions in relation to this Breach Offer, the Complaints Manager can be contacted by telephone on [+++++] or by email at [+++++].

Yours faithfully

[insert signatory]

Decision Maker

[NA/Netball Organisation/Affiliate (SELECT ONE OF)]

ACKNOWLEDGEMENT

I,....., confirm to [NA/the Netball Organisation/the Affiliate (SELECT ONE OF)], that in response to this Breach Offer, I (tick one):

Accept my breach of the Netball Integrity Policy occurred and the proposed sanction offered.

OR

Dispute my breach of the Netball Integrity Policy occurred and/or the proposed sanction offered and wish the matter to be heard by a Hearing Tribunal.

Signed:

Dated:

Annexure A: Record of Alleged Breach

Name of Complaints Manager		<input type="checkbox"/> Complaint Form attached
Process chosen to resolve Alleged Breach (if any)		
Was Provisional Action taken?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
If so, what?		
Was Alleged Breach referred to external agency?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	Please detail:	
Date Complaint Form received		
Date Process undertaken		
Was Alleged Breach valid?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
If not, why?	Please detail	
If Alternative Dispute Resolution (ADR)	Date of referral to ADR: Type of ADR: Date of ADR: Alleged Breach resolved at ADR: <input type="checkbox"/> Yes <input type="checkbox"/> No If no, alternative Process chosen: If Yes, please detail:	
If Warning Procedure	Date letter sent to Respondent: Any further comments:	

If Breach Offer	<p>Sanction offered to Respondent:</p> <p>Date letter sent to Respondent:</p> <p>Date Respondent provided response:</p> <p>Did Respondent accept breach and reduced sanction? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If No, date Alleged Breach referred to Hearing Tribunal:</p> <p>If No, also complete 'Hearing Tribunal' section</p>
If Hearing Tribunal	<p><input type="checkbox"/> ADR Body <input type="checkbox"/> NST <input type="checkbox"/> NA Tribunal</p> <p>Date Alleged Breach referred to Tribunal:</p> <p>Date of Tribunal hearing:</p> <p>Decision of Tribunal:</p> <p>Date parties notified:</p> <p>Appealed</p> <p><input type="checkbox"/> ADR Body <input type="checkbox"/> NST <input type="checkbox"/> No appeal right</p>
If Appeals Tribunal	<p><input type="checkbox"/> ADR Body <input type="checkbox"/> NST <input type="checkbox"/> NA Tribunal</p> <p>Date Alleged Breach referred to Appeals Tribunal:</p> <p>Date of Appeals Tribunal hearing:</p> <p>Decision of Appeals Tribunal:</p> <p>Date parties notified:</p>
Date of notification	<p>Date Respondent notified of outcome:</p> <p>Date Complainant notified of outcome:</p>
Completed by	<p>Name:</p> <p>Position:</p> <p>Signed:</p> <p>Date:</p>