



Netball Australia

COMPLAINTS & DISCIPLINARY POLICY

1 February 2026

NETBALL AUSTRALIA COMPLAINTS & DISCIPLINARY POLICY

In the spirit of Reconciliation, Netball Australia acknowledges Aboriginal and Torres Strait Islander peoples as the Traditional Custodians of this ancient unceded land where we live, work and play netball on.

We honour the continuing cultures, languages, and heritage of Aboriginal and Torres Strait Islander peoples whose cultural, spiritual, and ancestral connections to the lands, sky, and waters has endured since time immemorial.

We pay our respects to Elders past and present, and we acknowledge and value the significant and continuing contributions Aboriginal and Torres Strait Islander peoples make within our community.

Netball Australia is committed to Reconciliation. We acknowledge the need to reflect on our shared history in order to build a vision for a reconciled and prosperous future for all within our sport. One built on mutual respect, equity, authentic collaboration, and genuine truth-telling.

Table of Contents

1. Introduction	4
2. Definitions.....	5
3. Jurisdiction	13
4. What happens when there are conflicting provisions?	14
SECTION 1: Prohibited conduct.....	14
SECTION 2: Managing Complaints and Reports	15
5. Making a Complaint or Report.....	15
6. Managing a Complaint or Report.....	18
7. Initial Assessment.....	21
8. Provisional Action.....	22
9. Investigation.....	23
10. Standard of Proof and Procedural Fairness	23
11. Processes for Resolving Alleged Breaches	24
12. Sanctions	29
13. Recognition of decisions.....	30
14. Hearing Tribunal	30
15. Appeals	32
16. Finalising Alleged Breaches	33
17. Education	35
18. Interpretation & other information	35
END	36
VERSION HISTORY.....	36

Schedule 1: Internal Hearing Tribunal Procedure.....	37
INTERNAL HEARING TRIBUNAL	37
INTERNAL HEARING TRIBUNAL - APPEALS TRIBUNAL	42
Schedule 2: Complaint Form.....	45
Schedule 3: Report Form	47
Schedule 4: Letter – Warning Procedure	50
Schedule 5: Letter – Notice of Provisional Action	54
Schedule 6: Letter – Breach Offer	55
Annexure A: Record of Alleged Breach.....	57

1. Introduction

- 1.1 Netball Australia (**NA**) and the Netball Organisations are committed to promoting and strengthening the positive image and integrity of Netball and ensuring that every Relevant Person at every level of the sport, feels safe, included, and is treated with respect, dignity and fairness.
- 1.2 Sports integrity involves the manifestation of ethics and values that promote confidence in sport, across the community, government, partners and other stakeholders. Threats to Netball's integrity include but are not limited to:
 - 1.2.1 manipulation of Netball competitions and Matches;
 - 1.2.2 issues relating to medications, supplements, illegal drugs, doping methods and the management of concussion and eating disorders;
 - 1.2.3 abuse of children and others within a Netball environment; and
 - 1.2.4 bullying, intimidation, discrimination or harassment of Relevant Persons in Netball.
- 1.3 The Netball Integrity Policies, together with the NA Tribunal Rules and this Policy form NA's Integrity framework for identifying, addressing and responding to integrity risks and complaints in Netball. They detail the expectations for conduct of all Relevant Persons and Relevant Organisations and stipulate the procedures for reporting, managing, investigating and resolving alleged breaches.
- 1.4 This Policy, along with the Netball Integrity Policies and the NA Tribunal Rules, is made by the Directors under the powers conferred on them under Rule 36 of the Constitution.
- 1.5 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.
- 1.6 NA will continue to consult with Netball Organisations to ensure that the Netball Integrity Policies are adopted in full by each Netball Organisation.
- 1.7 This Policy:
 - 1.7.1 commences on the Effective Date and remains in effect until amended, repealed or replaced by the Directors;
 - 1.7.2 is subject to the Constitution and if there is any inconsistency, the Constitution will prevail; and
 - 1.7.3 is binding on all Relevant Persons and Relevant Organisations.
- 1.8 In addition to that required under the Netball Integrity Policies, **Relevant Organisations must:**
 - 1.8.1 implement and comply with the Netball Integrity Policies and this Policy;
 - 1.8.2 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;
 - 1.8.3 use its best efforts to assist Relevant Persons and Relevant Organisations to fulfil their responsibilities under the Netball Integrity Policies and this Policy;
 - 1.8.4 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;
 - 1.8.5 ensure its Employees and Contractors act in a discreet and confidential manner in discharging their obligations under the Netball Integrity Policies and this Policy;

- 1.8.6 recognise, enforce and give effect to any Sanction imposed under the Netball Integrity Policies and this Policy;
- 1.8.7 take all necessary and reasonable steps to enforce any Sanction imposed under the Netball Integrity Policies and this Policy; and
- 1.8.8 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.

1.9 In addition to the obligations under the Netball Integrity Policies and this Policy, **Relevant Persons must:**

- 1.9.1 make themselves aware of the contents of the Netball Integrity Policies and this Policy;
- 1.9.2 comply with all relevant provisions of the Netball Integrity Policies and this Policy;
- 1.9.3 comply with any decisions and/or Sanctions imposed under the Netball Integrity Policies and this Policy;
- 1.9.4 undertake sports integrity education as directed by NA, the Netball Organisation and/or the Affiliate (as applicable); and
- 1.9.5 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.

2. Definitions

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, tournament or tour, committee meetings, event (which for the avoidance of doubt includes any awards presentation, season launch, and other events or assemblies 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, whether that Activity occurs in Australia or overseas.

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, including Leagues;
- d) any other netball organisation (excluding SSN Clubs) that has agreed to be bound by the Netball Integrity 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 5.1.

Alternative Dispute Resolution (ADR) is a collective term for processes, excluding arbitration, that may be used to resolve disputes or conflicts concerning an Alleged Breach. These processes, such as mediation or conciliation, can range from informal discussions where parties share their perspectives to find a mutually agreeable solution, to more structured approaches facilitated by a neutral third party, applied to resolve an Alleged Breach in accordance with clause 11.2.

ANPA means Australia Netball Players' Association.

Appeals Tribunal means the appeals tribunal established under clause 15, being an Internal Hearing Tribunal, the NST General or Appeals Division (as the case may be) or the NA Appeals Tribunal (as applicable), 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 (including any Contract with NA) to participate in the SN Reserves and/or NNC; and
- d) 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 11.4.

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 given in the Safeguarding Children and Young People Policy.

Collective Player Agreement (CPA) means the players' collective agreement between NA, the ANPA, the SSN Clubs (each, 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 given in clause 5.2.

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, from receipt of Complaint/Report to finalisation, 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 a 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, 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 or as amended or replaced from time to time.

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.

Discrimination includes both direct and indirect discrimination (either in-person or online) which have the following meaning:

- a) '**Direct discrimination**' occurs where, because a person has a Protected Characteristic, they are treated less favourably than a person without that characteristic would be treated in the same or similar circumstances; and
- b) '**Indirect discrimination**' occurs where a practice, rule, requirement or condition that applies to everyone disadvantages people with a Protected Characteristic and the practice, rule, requirement or condition is not reasonable in the circumstances.

See Appendix 1 of the [Member Protection Policy](#) for examples.

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) SN Reserves, 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 an Internal Hearing Tribunal, the NST General Division, or NA Tribunal as provided in this Policy.

Internal Hearing Tribunal means a first instance Hearing Tribunal or Appeals Tribunal convened by a Relevant Organisation to hear and determine matters in accordance with clause 14 and 15 of this Policy.

Investigator means a person or organisation, internal or external to the Relevant Organisation and independent to the subject of the Complaint/Report and those involved, who is engaged to undertake an enquiry or investigation on behalf of a Relevant Organisation.

Note: Any conflicts of interest (actual or perceived) should be declared prior to the formal appointment of an Investigator (this excludes Sport Integrity Australia).

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 a 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 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 means Netball Australia Limited.

NA Board means the NA Board of Directors.

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

NA General Manager – Legal & Integrity means the person holding that position at NA from time to time, including any person acting in that position.

NA Tribunal means the NA Tribunal formed in accordance with the NA Tribunal Rules and Terms of Reference.

NA Tribunal Rules mean the Netball Australia Tribunal Rules with a commencement date of 1 January 2025, and updated from time to time.

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) Safeguarding Children and Young People Policy;
- b) Member Protection Policy;
- c) Code of Conduct for Community Netball;
- d) Competition Manipulation and Sports Wagering Policy for Elite Programs;
- e) Competition Manipulation and Sports Wagering Policy for Community Netball;
- f) Sports Medicine Policy for Elite Programs;
- g) Sports Medicine Policy for Community Netball;
- h) any other NA policy deemed by NA to be a Netball Integrity Policy, notified to the Netball Organisations and made available on the NA website 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.

Non Member Person means:

- a) any parent or guardian of an Individual Member or Participant; and/or
- b) any person attending or associated with an Activity.

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

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, including on Social Media, between two or more people (including individuals and body corporates) that:

- a) does not concern or allege a breach of a Netball Integrity Policy, including falling short of the threshold for Prohibited Conduct such as bullying, abuse and discrimination;
- b) is unrelated to Netball or any Netball Activity, notwithstanding that the individuals involved are bound by the Netball Integrity Policies; or
- c) Whilst may be related to a previous incident of alleged or sustained Prohibited Conduct, is no longer directly related to Netball or any Netball Activity, even if such conduct would otherwise be Prohibited Conduct.¹

Policy means this Netball Australia Complaint & Disciplinary Policy, including any schedules and annexures.

Process means the chosen process for resolving an Alleged Breach under this Policy, with each option outlined under clause 11, including Alternative Dispute Resolution, Warning Procedure, Breach Offer and Hearing Tribunal.

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

Protected Characteristic means:

- a) age;
- b) disability;
- c) race or ethnicity;
- d) sex or gender identity;
- e) sexual orientation;
- f) pregnancy, potential pregnancy or breastfeeding; or
- g) religion.

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 8.1.

Relevant Organisation means any of the following organisations:

- a) NA;

¹ Personal Grievances can include, without limitation, such matters as (a) selection and grading disagreement for team or other relevant position; (b) disrespectful behaviour or general friction between members.

- 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 a 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 Netball Integrity Policies.

Reporter means a Relevant Person or Organisation who makes a Report regarding an Alleged Breach by a Respondent in accordance with this Policy.

Report has the meaning given in clause 5.3.

Report Form means the report form included in Schedule 3.

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 5.8.1, and is not excluded as a Respondent under clause 5.8.2.

Sanction means a sanction imposed on a Respondent for breaching a Netball Integrity Policy in accordance with clause 12.3.

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

SN Reserves means the reserves competition for the Suncorp Super Netball (SSN) or other name given to that competition by NA, with each of the SSN Clubs and/or MOs participating in the competition.

Social Media refers to websites, applications and other tools or functions that allow users to communicate and create and share content via the internet.

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 Policy, are:

- a) NSW Swifts;
- b) Giants Netball;
- c) Queensland Firebirds;
- d) Adelaide Thunderbirds;
- e) Melbourne Vixens;

- f) West Coast Fever;
- g) Melbourne Mavericks; 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 is responsible for officiating a Match under the auspices of a Relevant Organisation.

Umpires Support Personnel includes any person who is appointed by a Relevant Organisation to support the role of Umpires.

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; or
- c) aged 18 or over but has experienced or is experiencing poor mental health outcomes, either as a result of the incident in question, due to their life experiences, or as a result of societal factors, including but not limited to individuals from diverse backgrounds facing disproportionate mental health impacts, such as people with diverse sexualities or gender.

Warning Procedure means the procedure set out in clause 11.3.

WN, or **World Netball**, 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 Relevant Person or Relevant Organisation (as applicable), who:

- 3.5.1 has had a Complaint or Report made against them under this Policy or a Report 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 have been 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 or Report may be made,

remains bound by the Netball Integrity Policies in respect of the Complaint or Report and any related Complaints or Reports until the Process has been finalised in accordance with this Policy and/or the NA Tribunal Rules (as applicable).

4. What happens when there are conflicting provisions?

- 4.1 Laws of the Commonwealth, or a State or Territory, always take precedence over this Policy and must be complied with in the first instance.
- 4.2 If alleged Prohibited Conduct is the subject of a Protected Disclosure in relation to NA, it will be dealt with under NA's Whistleblower Policy (if applicable).
- 4.3 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 the Australian National Anti-Doping Policy will be dealt with under that policy.
- 4.4 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.

SECTION 1: Prohibited Conduct

- 4.5 Prohibited Conduct is proscribed in each of the Netball Integrity Policies.
- 4.6 In addition, a Relevant Person or Relevant Organisation commits a breach of a Netball Integrity Policy when they:
 - 4.6.1 fail to report any Prohibited Conduct, as defined in the relevant Netball Integrity Policy, to the Relevant Organisation and in accordance with this Policy as soon as reasonably practicable;
 - 4.6.2 deliberately or wilfully withhold information in relation to any possible or suspected Prohibited Conduct;
 - 4.6.3 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;
 - 4.6.4 knowingly provide inaccurate and/or misleading information during the course of any investigation or Process;
 - 4.6.5 fail to comply with or enforce any Provisional Action or Sanction under this Policy; or
 - 4.6.6 do not comply with clause 6.8 (confidentiality) of this Policy.
- 4.7 A Relevant Person or Relevant Organisation may also commit a breach of a Netball Integrity Policy when they:
 - 4.7.1 attempt to engage in Prohibited Conduct; or

- 4.7.2 are complicit in, aid, encourage, sanction, cover up or authorise another person to engage in Prohibited Conduct; or
- 4.7.3 agree with others to engage in Prohibited Conduct.

4.8 In any of the circumstances described in clause 4.7, a Relevant Person or Relevant Organisation may be treated for the purpose of this Policy as if a breach has occurred (even if a breach did not actually result) and as if they committed the breach themselves (even if the breach was carried out by another). This discretion will be exercised on a case-by-case basis, considering all relevant factors, including the nature and severity of the alleged breach, the extent of the involvement (if any) of the Relevant Person or Relevant Organisation, and any mitigating or aggravating circumstances.

SECTION 2: Managing Complaints and Reports

5. Making a Complaint or Report

5.1 What is an Alleged Breach?

- 5.1.1 An Alleged Breach is an allegation or information that a person has engaged in Prohibited Conduct under a Netball Integrity Policy.

5.2 What is a Complaint?

- 5.2.1 A Complaint is a complaint against a Respondent regarding an Alleged Breach, that has been lodged with a Relevant Organisation in accordance with clause 5.9.

5.3 What is a Report?

- 5.3.1 A Report means a report about an Alleged Breach, that has been lodged with a Relevant Organisation through a completed Report Form at Schedule 3.

- 5.3.2 Reports received by a Relevant Organisation may be recorded for information purposes only with no further action taken. The process for managing a Report will be at the sole discretion of the Relevant Organisation. In determining whether to progress a Report through the complaints Process, the Relevant Organisation shall consider (without limitation), the seriousness of the Alleged Breach, the availability of evidence, whether a person or organisation has been directly affected by the Alleged Breach and if so their circumstances and preferences, the perceived risk to the sport, and whether there have been other Reports relating to the same Respondent or similar allegations.

- 5.3.3 If a Report is to be progressed through the complaints Process, any reference to a Complaint throughout this Policy will apply to the Report.

5.4 What is not an Alleged Breach?

- 5.4.1 An Alleged Breach does not include an allegation or information:

- a) that constitutes a Protected Disclosure;
- b) that is a Personal Grievance;
- c) that is mischievous, vexatious or knowingly untrue as per clause 5.7;
- d) where the proposed respondent is excluded by clause 5.8.2; or
- e) that does not refer to a breach of a Netball Integrity Policy.

5.5 Who can be a Complainant?

- 5.5.1 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.
- 5.5.2 A Complainant may remain anonymous, however, this may limit the actions that can be taken in relation to the Alleged Breach.
- 5.5.3 Notwithstanding clause 5.5.2 and 10.2.3 of this Policy, a process shall be implemented to ensure the confidentiality and protection of the identity of a Complainant/s, while concurrently ensuring Procedural Fairness is afforded to the Respondent, in circumstances where the Complainant/s is a Vulnerable Person.
- 5.5.4 Nothing in this Policy should be interpreted as preventing a Relevant Organisation from initiating or otherwise acting under this Policy on the basis of information received about an Alleged Breach even if a formal Complaint has not been received. Where that is the case, they are considered and to be treated as the Complainant to the extent and as appropriate.

5.6 Who can be a Reporter?

- 5.6.1 A Reporter can be any person or organisation, including a Relevant Organisation, who or which has reason to believe that an Alleged Breach may have occurred.
- 5.6.2 A Reporter may remain anonymous, however, this may limit the actions that can be taken under this Policy.
- 5.6.3 A Reporter is not entitled to the same rights throughout the Complaints Process as a Complainant. For example, a Reporter may not be kept informed of any decisions made in relation to the Report or participate in any investigation or Process under this Policy.

5.7 Unreasonable or Vexatious Complainants and Parties

- 5.7.1 A person must not:
 - a) submit a Complaint or Report that is vexatious, malicious or that they know is untrue or contains false or misleading information;
 - b) make unreasonable demands or requests of a Complaints Manager or the Relevant Organisation responsible for handling the Complaint or Report or otherwise behaves unreasonably during the Complaint process, such as:
 - i. repeatedly raising the same issues or concerns, which have previously been reported and dealt with, without presenting new evidence;
 - ii. making persistent or unreasonable requests to find out the progress of a Complaint or its outcome;
 - iii. repeatedly challenging the management or finalisation of a Complaint without a valid reason;
 - iv. repeatedly making unreasonable demands about response times, actions or resolutions;
 - v. making baseless threats of escalation or legal action; or
 - vi. being offensive, aggressive or abusive towards those involved in managing the Complaint or Report, including the Complaints Manager or Decision Maker.

5.7.2 Such conduct may be considered Prohibited Conduct under this Policy, resulting in disciplinary action. Further, the Relevant Organisation may limit or control further interactions with the person engaging in such conduct.

5.7.3 If the Complainant engages in conduct described in clause 5.7.1, the Relevant Organisation may, at its absolute discretion, close the Complaint without taking further action under this Policy or otherwise to resolve it.

5.8 Who can be a Respondent?

5.8.1 A Respondent must be a:

- a) Relevant Person;
- b) Relevant Organisation; or
- c) person or organisation otherwise bound by the Netball Integrity Policy they are alleged to have breached.

5.8.2 A Respondent cannot be a:

- a) person that is neither a Relevant Person nor bound by the Netball Integrity Policy they are alleged to have breached; or
- b) person that the Relevant Organisation (as the case may be) has no legal jurisdiction over.

5.9 How to make a Complaint

5.9.1 A person or organisation (including a Relevant Organisation) may submit a Complaint:

- a) by completing the Complaint Form located at Schedule 2 in writing and submitting it to the appropriate Relevant Organisation at the email nominated by the Relevant Organisation, as soon as reasonably possible following the Alleged Breach; or
- b) by contacting the Netball Speak Up Hotline:
 - i. netballspeakup@coreintegrity.com.au
 - ii. [Netball Speak Up Hotline – Landing Page](#)
 - iii. 1800 955 900

To avoid doubt, reference in this Policy to the Complaint Form, includes any Complaint lodged through the Netball Speak Up Hotline.

5.9.2 Where the Complainant is a Relevant Organisation, the Complaint may only be submitted by the CEO (or their delegate) of the organisation.

5.9.3 A Complaint may be submitted by a parent or guardian on behalf of a Vulnerable Person.

5.9.4 A Complaint Form must be completed in writing and in full at the time of submission. Where it is not, the Relevant Organisation is not obliged to process the Complaint. The Relevant Organisation may return an incomplete Complaint Form to the Complainant and take reasonable steps to advise the Complainant of how to submit the Complaint in accordance with the requirements outlined in Clause 5.9.1.

5.9.5 The Complaints Manager must send the Complainant an acknowledgement of receipt, once a fully completed Complaint Form is submitted.

5.9.6 Complaints made via social media are discouraged and will not be acknowledged or accepted.

5.10 Withdrawing a Complaint

- 5.10.1 A Complainant may withdraw their Complaint at any time before a finding under clause 11.1.2.
- 5.10.2 A Complaint must be withdrawn in 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.

6. Managing a Complaint or Report

6.1 Appointment of a Complaints Manager

- 6.1.1 Each Relevant Organisation must appoint a designated person (Complaints Manager) who is responsible for administering this Policy for Complaints within their jurisdiction.

6.2 Which level of Netball is to deal with the Complaint?

- 6.2.1 A Complaint must be submitted at, and an assessment made and Process commenced at, the level of Netball at which the allegation/s the subject of the Alleged Breach occurred.
- 6.2.2 For the purposes of clause **Error! Reference source not found.**, allegations the subject of an Alleged Breach occur at the:
 - a) NA level where they relate to behaviour, an incident or circumstances that occur at or involve individuals participating in the Elite Programs or otherwise operating at the NA level, as determined by NA;
 - b) SSN Club or MO level where they relate to behaviour, an incident or circumstances that occur at or involve individuals operating at the SSN Club or MO level, other than where the matter is responded to at the NA level by reason of it being an Elite Program or otherwise operating at the NA level in accordance with clause 6.2.2(a); or
 - c) Affiliate level where they relate to behaviour, an incident or circumstances that occur at or involve individuals operating at the Affiliate level.
- 6.2.3 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 6.2.4 and 6.2.5. NA or the Netball Organisation may also accept any Alleged Breaches in their absolute discretion.
- 6.2.4 Alleged Breaches shall be dealt with by the level of Netball at which they occurred other than matters:
 - a) involving either Child Abuse or Serious Criminal Conduct, which must be referred immediately to NA, the Netball Organisation where the Affiliate is a Member, and Police;
 - b) where there is an actual or perceived conflict of interest in accordance with clause 7.2 of this Policy; or
 - c) where it is determined, at the sole discretion of NA, that a Relevant Organisation has unreasonably applied, interpreted, or otherwise administered or failed to administer this Policy in relation to a Complaint or Report, NA reserves the right to assume management and conduct of the matter, or to direct a relevant Netball Organisation to do so.

6.2.5 Where a request is made to refer an Alleged Breach under clause **Error! Reference source not found.**, NA or the Netball Organisation must consider:

- a) any conflict of interest that may arise regarding resolution at the Relevant Organisation level;
- b) the nature and seriousness of the Alleged Breach;
- c) the length of time the Alleged Breach has been unresolved; and
- d) whether the Relevant Organisation has made reasonable efforts to resolve the Alleged Breach.

6.2.6 Other than as contemplated by clause **Error! Reference source not found.**, 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:

- a) refer a Complainant to the correct level; or
- b) forward the information concerning potential disciplinary action to the relevant Netball Organisation or Affiliate.

6.3 **Complaints and/or Reports may be dealt with together**

6.3.1 Where multiple Complaints and/or Reports relate to the same or related Alleged Breach or the same Respondent, they may be combined and dealt with together for the purposes of a Process.

6.3.2 Notwithstanding the level at which an Alleged Breach occurred, a Relevant Organisation may manage Complaints and/or Reports that are not otherwise within its jurisdiction, subject to any conflict of interest as per clause 7.2, to ensure the efficient and consistent management of multiple Complaints and/or Reports.

6.4 **Guiding Principles when Managing Complaints**

6.4.1 Complaints, Reports and all other matters managed under this Policy, are to be managed as efficiently, informally and as expedited as reasonably possible, subject to the circumstances of each matter and to be determined on a case-by-case basis.

6.4.2 Relevant Organisations should ensure that Complaints are treated seriously and handled in a fair, just and transparent manner. Decisions are to be based only on information gathered (not personal views) by individuals who stay neutral and perform their functions impartially throughout the process.

6.5 **Failure to cooperate**

6.5.1 Persons bound by this Policy must cooperate fully with the Process chosen to resolve an Alleged Breach.

6.5.2 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.

6.6 Vulnerable Persons

- 6.6.1 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.
- 6.6.2 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), or such other guide that may replace it.
- 6.6.3 This clause is at all times subject to clause 14.3.4. Further, where a matter is heard by way of ADR, Hearing Tribunal or Appeals tribunal, 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.

6.7 Support Person & Legal Representation

- 6.7.1 Subject to approval by the Complaints Manager, an individual Complainant or Respondent may invite a support person or advisor, who must not also be engaged as legal representation, to accompany them throughout any Process, including any interview, Alternative Dispute Resolution process, or Hearing Tribunal or Appeals Tribunal.
- 6.7.2 A support person must be independent of the Complaint or Report, and must not otherwise have any direct relation or connection to the matter. A support person is not an advocate and cannot speak on behalf of the Complainant or Respondent. They may assist the Complainant or Respondent by undertaking supportive actions such as providing advice and taking notes.
- 6.7.3 Where there are multiple Complainants and/or Respondents to a matter, an individual who is the support person to one Complainant or Respondent, cannot also be the support person to another Complainant or Respondent involved in the same investigation or under the same Process.
- 6.7.4 The Respondent or any other Party to a process under this Policy, is not required to have legal representation. This Policy does not prohibit any individual from seeking legal advice or from attaining legal representation for any process such as ADR or a Hearing Tribunal. Costs associated with obtaining legal advice or representation cannot be recovered, whether during or following any Process under this Policy, from a Relevant Organisation involved in the Process.

6.8 Confidentiality

- 6.8.1 All Alleged Breaches (and all information disclosed in relation to them), will be kept confidential by the Complainant, Reporter, Respondent, the Relevant Organisation (as the case may be), a support person (if applicable), and any witnesses or other Relevant Persons involved in the matter, and will not be disclosed to any third parties, except as provided in this clause.
- 6.8.2 The Relevant Organisation (as the case may be) may make the following disclosures:
 - a) to the parties to an Alleged Breach (Respondent and the Complainant) to ensure procedural fairness;

- b) to any person or organisation to facilitate the proper handling of the Alleged Breach, including any Provisional Action, under this Policy;
- c) to any person or organisation to facilitate any investigation commenced in accordance with this Policy;
- d) external agencies so they can deal with the alleged conduct (e.g., law enforcement or regulatory or government authorities, Sport Integrity Australia, a child protection agency, State/Territory fair trading authority, the Australian Securities & Investments Commission);
- e) to the Relevant Organisation to which the Respondent is employed, contracted, or otherwise engaged to notify them that the Complaint has been received;
- f) to Relevant Persons or other Relevant Organisations to inform them of a relevant Process, Sanction(s) or Provisional Action imposed;
- g) to any third party for the primary purpose of:
 - i. preventing or lessening a risk to the safety, health or wellbeing of a person;
 - ii. protecting Children or Vulnerable Persons participating in a sport;
 - iii. protecting the safety of participants in a sport; and
- h) as required by law, any court, or the NST.

6.8.3 For the avoidance of doubt, any disclosure made by a Relevant Organisation pursuant to clause 6.8.2 must maintain the confidentiality requirements set out in clause 6.8.1.

7. Initial Assessment

7.1 Is the Complaint within Scope?

7.1.1 Upon receipt of a Complaint, the Complaints Manager must determine whether it:

- a) meets the requirements of a Complaint as set out in this Policy;
- b) discloses conduct that would, if true, amount to a breach of a Netball Integrity Policy; and
- c) meets the requirements of an Alleged Breach as set out in clause 5.1 and 5.4 of this Policy,

(the *Initial Threshold Criteria*).

7.1.2 If the matter does not meet one or more of the criteria outlined in clause 7.1.1, the Complaint is not within scope of this Policy and the process under this Policy is permanently discontinued. This determination by the Complaints Manager is final and binding, unless new and relevant information becomes available.

7.1.3 If the Complaint is within scope, the Complaints Manager shall proceed to the next assessment question under clause 7.2.

7.2 Does the Complaints Manager have a conflict of interest?

7.2.1 The Complaints Manager must determine whether they have 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 reasonably call into question the impartiality of the process.

7.2.2 Where the Complaints Manager or the Relevant Organisation has a conflict of interest, the Complaints Manager must refer the matter in accordance with clause 6.2 of this Policy.

7.3 Categorisation Determination

7.3.1 This clause 7.3 does not apply to a Participant or an Elite Program.

7.3.2 If a Complaint satisfies the Initial Threshold Criteria, the Complaints Manager may apply the [Sport Integrity Australia Case Categorisation & Guidance for Sanctions](#) to determine the appropriate way to handle it. Complaints and Reports can be categorised as Low, Medium or High, having regard to:

- a) the nature of the alleged conduct;
- b) the seriousness of the alleged conduct;
- c) the possible level of harm (or potential harm); and
- d) the complexity of the issues involved in the Complaint.

7.3.3 A Complaint or Report may be re-categorised where the information no longer supports the initial categorisation.

7.3.4 For Low Complaints or Reports, the matter may be closed without any formal findings or Sanctions being imposed. However, the Respondent may be reminded of their obligations under the Netball Integrity Policies and/or recommended to complete relevant education courses. The Complaints Manager will inform the Complainant of the outcome.²

7.3.5 Where a Complaint or Report is assessed as Low, the Complaints Manager may determine it appropriate that it proceed to a Warning Procedure in accordance with clause 11.1.1 and 11.3 of this Policy.

7.3.6 For Medium or High Complaints or Reports (including after re-categorisation), the Complaints Manager is to elect a Process to follow in accordance with clause 11.

8. Provisional Action

8.1.1 Where an Alleged Breach concerns conduct that in the Complaints Manager's opinion:

- a) may be Prohibited Conduct against a Vulnerable Person, or relates to Child Abuse; and/or
- b) 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
- c) suggests there is a further or ongoing risk of substantial harm being suffered by one or more persons involved in Netball,

² For the avoidance of doubt, in circumstances where a Low Categorisation Determination is made under this clause 7.3.3 and the matter is closed, without an assessment being made and a Process followed as prescribed under this Policy, no Sanction can be imposed, other than a non-binding recommendation. Any determination made pursuant to this clause cannot be considered an aggravating factor for any future Alleged Breaches.

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 practicable and notify both NA and the relevant Netball Organisation (where the Relevant Organisation is an Affiliate).

- 8.1.2 Provisional Action includes, but is not limited to, suspension, restriction of duties or temporary redeployment, suspension or restriction of their 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).
- 8.1.3 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 may only determine whether the decision to impose the Provisional Action is disproportionate to the perceived risks and aims contemplated under clause 8.1.1 and cannot consider the merits of the Alleged Breach, except as is necessary to assess proportionality.

9. Investigation

9.1 Investigation

- 9.1.1 At any time after determining the Complaint is within scope, and the Alleged Breach is categorised as Medium or High (where applicable), a Relevant Organisation may investigate the Alleged Breach. Where the Relevant Organisation determines to conduct an investigation, guidance may be sought from NA for Netball Organisations or the Affiliate's Netball Organisation for Affiliates.
- 9.1.2 The Complaints Manager may choose whether to conduct an internal investigation or an external investigation.
- 9.1.3 An investigation may be conducted in such manner as determined by the appointed Investigator in their absolute discretion. This may include:
 - a) obtaining statements from the Complainant and the Respondent, as well as other relevant parties (including witnesses) as determined by the individual conducting the Investigation;
 - b) formal interviews; and
 - c) collection of additional evidence.
- 9.1.4 In conducting an investigation, the rules of procedural fairness will apply, including by providing both the Complainant and the Respondent with a reasonable opportunity to be heard.
- 9.1.5 At any point during the investigation, Initial Assessment, or other Process, the Complaints Manager may refer to the [Sport Integrity Australia Case Categorisation & Guidance for Sanctions](#) booklet for guidance.

10. Standard of Proof and Procedural Fairness

10.1 Standard of Proof

- 10.1.1 The standard of proof that applies to whether Prohibited Conduct has occurred is the "balance of probabilities". This means that the decision-maker must be satisfied, on the evidence before them, that it is more likely than not that the Alleged Breach has occurred.
- 10.1.2 In reaching this conclusion, the decision-maker must take into account all relevant factors including the impact of the potential sanction that may be imposed if the Alleged Breach is proven. In other words, the standard of proof requires greater certainty for a more serious allegation compared with a less serious allegation.
- 10.1.3 If a Respondent has been convicted or found guilty in a criminal, disciplinary or professional proceeding of conduct, which would constitute Prohibited Conduct under a Netball Integrity Policy, the Respondent will be deemed to have committed the breach without the need for further investigation, process or proof, as identified under this Policy.

10.2 Procedural Fairness

- 10.2.1 Upon receipt of a Complaint or Report, the Relevant Organisation or Complaints Manager in proceeding with a process under this Policy, must adhere to the principles of natural justice and procedural fairness. Generally, the requirements of procedural fairness will be greater in proportion to the seriousness of the allegation(s).
- 10.2.2 Procedural fairness generally requires that an individual that is the subject of a Complaint or Report (the Respondent), be:
 - a) informed of the allegation/s of Prohibited Conduct against them, with sufficient detail;
 - b) provided with a reasonable opportunity to respond to the allegation/s of Prohibited Conduct;
 - c) provided with a timely, written and reasoned decision (to be considered and determined on a case-by-case basis by the Complaints Manager and/or Decision Maker); and
 - d) informed of any appeal rights or mechanisms.
- 10.2.3 The Respondent is entitled to know the identity of the Complainant where, in the reasonable opinion of the Complaints Manager, that information is necessary to allow the Respondent to properly respond to the allegations (i.e. where the alleged behaviour is against the Complainant, or witness evidence provided by the Complainant is being relied upon to support the allegations). If a Complainant has requested anonymity, the Complaints Manager must advise the Complainant of any intention to disclose their identity to the Respondent, prior to doing so. If the Complainant still maintains their request for anonymity, the Complaints Manager may be limited in the actions that can be taken under this Policy.

11. Processes for Resolving Alleged Breaches

11.1 Determine chosen Process

- 11.1.1 After an investigation into the Alleged Breach has been completed, the Complaints Manager will:
 - a) with reference to the particular Netball Integrity Policy, make findings as to whether, to the requisite Standard of Proof under clause 5.9, the Alleged Breach is:
 - i. substantiated;

- ii. unsubstantiated;
- iii. unable to be substantiated.

b) Where the Alleged Breach is found to be substantiated, the Complaints Manager will make a determination as to the Process to be applied to attempt to resolve the Alleged Breach, which will be:

- i. Alternative Dispute Resolution;
- ii. Warning Procedure;
- iii. Breach Offer; or
- iv. Hearing Tribunal,

as well as whether External Referral is appropriate.

- 11.1.2 Notwithstanding clause 11.1.1, where the Complaint is categorised as Low in accordance with clause 7.3 or is otherwise minor in nature, the Complaints Manager may determine for the matter to proceed to the Warning Procedure without the need for an investigation.
- 11.1.3 The Complaints Manager has sole and absolute discretion to determine the chosen Process under this clause 11, however may consult with other representatives of NA and/or the Netball Organisation (including the Decision Maker) as required.
- 11.1.4 The Complaints Manager may, at their absolute discretion, seek further information from any person, including conducting further investigation under clause 9.
- 11.1.5 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.
- 11.1.6 The Complaints Manager may at any time refer an Alleged Breach to a Hearing Tribunal in accordance with clause 11.5
- 11.1.7 The Complaints Manager may at any time externally refer the Alleged Breach in accordance with clause 11.611.5.
- 11.1.8 Where the Complaints Manager determines the Alleged Breach is unsubstantiated or unable to be substantiated, they are to notify the Complainant and Respondent (as applicable) of the decision and the reasons for it in accordance with clause 16, and no further action will be taken. Should this be the outcome, in accordance with clause 16.2 and 16.3 of this Policy, all parties are to be formally notified in writing, and the outcome is to be recorded.
- 11.1.9 For the avoidance of doubt, if there are multiple Alleged Breaches of which some are substantiated and others are either unsubstantiated or unable to be substantiated, the Complaints Manager may continue with a Process for those Alleged Breaches that are substantiated, and finalise the Alleged Breaches that are not substantiated.

11.2 Alternative Dispute Resolution

- 11.2.1 If the Complaints Manager considers the Alleged Breach may appropriately be resolved through ADR, they may seek the consent of both the Complainant and Respondent in writing;
- 11.2.2 If consent to ADR is obtained under clause 11.2.1 and:

a) the Alleged Breach is at Affiliate, SSN Club or MO level, the relevant Complaints Manager may either:

- i. refer the Alleged Breach to internal or external managed ADR; or
- ii. seek the consent of NA to refer the Alleged Breach to mediation, conciliation or case appraisal in the NST, in accordance with NST Legislation.

If the consent of NA is not given to refer the matter to the NST, or the NST cannot deal with the matter, the Alleged Breach is to be dealt with under clause 11.2.2(a)(i), or another Process under this Policy.

b) the Alleged Breach is at NA level, the NA Complaints Manager may either:

- i. refer the Alleged Breach to internal or external managed ADR; or
- ii. if an NST eligible matter, refer the Alleged Breach to mediation, conciliation or case appraisal in the NST, in accordance with NST Legislation; or
- iii. if the NST cannot deal with the matter, the Alleged Breach is to be dealt with under clause 11.2.2(b)(i).

11.2.3 NA is responsible for making the application for ADR at the NST, as required by NST Legislation. 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 11.2.2(a)(ii), NA will not be responsible for any costs at the NST, which are to be borne by the parties, unless otherwise agreed.

11.2.4 Where the ADR 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.

11.2.5 The parties to an ADR process are required to participate in good faith. The ADR process is to be conducted in accordance with the rules prescribed by the NST, external body, or the mediator or conciliator responsible for the internal ADR.

11.2.6 If the Alleged Breach is resolved through ADR under this clause, the Complaints Manager must proceed to clause 16.3.

11.2.7 If:

- a) either the Complainant or Respondent does not consent to ADR;
- b) the Alleged Breach is not an appropriate matter for ADR; or
- c) ADR does not resolve the Alleged Breach,

the Complaints Manager must choose another Process under this Policy or determine, where appropriate, no further action is to be taken, and the matter is to be finalised.

11.2.8 Notwithstanding anything in this Policy, the Complaints Manager may, at any time with the consent of each party to the dispute, refer the Alleged Breach for ADR in accordance with clause 11.2.

11.3 Warning Procedure

11.3.1 The Complaints Manager may only determine that a Warning Procedure is the appropriate Process if:

- the Alleged Breach is categorised as Low in accordance with clause 7.3 of this Policy, or is otherwise minor in nature; and
- if established, the Alleged Breach would likely only result in a warning being issued to the Respondent.

11.3.2 The Complaints Manager may, in their absolute discretion seek further information from any person, including by further investigation under clause 9.

11.3.3 The Complaints Manager must notify the Respondent of the conduct, using the template letter set out in Schedule 4. The letter must contain the following information:

- 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;
- 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;
- an invitation to comment in writing as to whether such a warning should be issued or not; and
- the timeframe in which to provide comment.

11.3.4 If the Respondent does not respond to the invitation to comment within the timeframe specified in the notification set out in clause 11.3.3(d), 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 4.

11.3.5 The Complaints Manager will take into account any comments provided by the Respondent in response to the notification set out in clause 11.3.3. 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 4.

11.4 Breach Offer

11.4.1 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:

- 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
- determine a discounted (reduced) Sanction to be offered to the Respondent, if any.

11.4.2 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 11.4.1, including by conducting further investigation under clause 9.

11.4.3 The Decision Maker may, on recommendation from the Complaints Manager or on their own initiative, refer to the [Sport Integrity Australia Case Categorisation & Guidance for Sanctions](#) booklet for guidance.

11.4.4 The Complaints Manager must issue the Respondent with a notice of Breach Offer using the template letter set out in Schedule 6. The notice of Breach Offer will:

- a) notify the Respondent of details of the Alleged Breach, including the alleged conduct and relevant section(s) of the Netball Integrity Policy allegedly breached;
- b) state the proposed Sanction for the Alleged Breach and, if applicable, any proposed discounted Sanction;
- c) state that the Sanction is to be publicly disclosed (if applicable);
- d) state that the Respondent has a right to a hearing in relation to the Alleged Breach and/or the proposed Sanction;
- e) 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);
- f) state that if the Respondent does not respond within 14 days of receipt of the Breach Offer, they will be deemed to have admitted the Alleged Breach, waived their right to a hearing and accepted the proposed Sanction;
- g) state that any response to the Breach Offer must be made to the Relevant Organisation, and provide the Respondent with the contact details of the relevant Complaints Manager; and
- h) be provided to the Respondent, NA and Netball Organisation (if applicable).

11.4.5 In response to the Breach Offer, a Respondent may:

- a) Admit the Alleged Breach, waive their right to a hearing and accept the proposed Sanction or proposed discounted Sanction;
- b) 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
- c) 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.

11.4.6 A Respondent has 14 days from receipt of the Breach Offer to notify the relevant Complaints Manager of their decision. The Respondent may seek an extension beyond 14 days, to be granted at the discretion of the Complaints Manager.

11.4.7 Where a Respondent admits the Alleged Breach, waives their right to a hearing and accepts the proposed 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.

11.4.8 If the Respondent disputes the Alleged Breach and/or Sanction set out in the Breach Offer, the Complaints Manager shall refer the matter to a Hearing Tribunal in accordance with clause 14.

11.5 Hearing Tribunal

11.5.1 At any stage during a Process under this Policy, the Complaints Manager may refer a matter to the Hearing Tribunal in accordance with clause 14, for hearing and determination.

11.6 External Referral

11.6.1 The Complaints Manager may, at any time, 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).

11.6.2 Any referral should be made as soon as possible. The Process should promptly be paused pending external resolution or while seeking advice from the relevant external organisation or authority to avoid any potential compromise to their external process.

11.6.3 The Complaints Manager must notify the Complainant (if any) and Respondent in writing of any such decision to refer unless directed not to do so by the external organisation.

11.6.4 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 8. When the Decision Maker decides whether to impose Provisional Action under this clause 11.6.4:

- in the circumstances described in clause 8.1.1, there is an automatic presumption that Provisional Action should be taken unless in exceptional circumstances; and
- in any other circumstances, there is an automatic presumption that Provisional Action should not be taken unless in exceptional circumstances.

11.6.5 If the Alleged Breach is not resolved by the external organisation and is referred back to the Complaints Manager, the Complaints Manager may resume the Process or close the matter in accordance with clause 11.1.7.

12. Sanctions

12.1 Where a Respondent is found to have committed the Alleged Breach, the Decision Maker, NST and Hearing Tribunal have absolute discretion to determine the appropriate Sanction to be imposed, including whether to impose a single Sanction or a combination of measures, and the terms and period of any such measures. For the avoidance of doubt, this clause 12.1 applies to the Decision Maker when determining the likely Sanction if the Alleged Breach was proven for the purposes of a Breach Offer.

12.2 The Decision Maker, NST or Hearing Tribunal (as the case may be) may refer to the [*Sport Integrity Australia Case Categorisation & Guidance for Sanctions*](#) booklet in determining an appropriate Sanction.

12.3 Available Sanctions

12.3.1 Without limiting the discretion in clause 12.1, the Sanctions that may be imposed on a Respondent include, but are not limited to:

- a reprimand;
- direction to give a verbal or written apology;
- direction to undertake counselling, training or education to address their behaviour;
- suspended sentence and/or good behaviour period;
- removal of accreditation;
- removal of awards (such as life membership);
- exclusion from a particular event or events, competition or activity;
- suspension of membership from NA, the Netball Organisations, and any other Relevant Persons or Affiliates;
- suspension from such activities or events held by or under the auspices of NA, the Netball Organisations, and any other Relevant Persons or Affiliates;

- j) 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;
- k) subject to provisions of the *Fair Work Act 2009* (Cth), expulsion from NA, the Netball Organisation, and any other Relevant Persons or Affiliates; and/or
- l) any other form of discipline that is considered appropriate.

12.4 Assessing the Seriousness and Aggravating and Mitigating Factors

- 12.4.1 Without limiting the discretion afforded in clause 12.1, the person imposing the sanction may, but is not required to, consider the following factors:
 - a) the nature and seriousness of the behaviour or incidents;
 - b) the considerations (if any) of the Complainant (i.e., the impact the Prohibited Conduct had on the Complainant and/or other members involved in the sport);
 - c) the contrition, or lack thereof, of the Respondent;
 - d) any Provisional Action taken in relation to the Alleged Breach;
 - e) the effect of the Sanction on the Respondent including any personal, professional or financial consequences;
 - f) if there have been relevant prior warnings or disciplinary action against the Respondent; and
 - g) if there are any aggravating or mitigating circumstances.

- 12.5 If there is more than one Alleged Breach, 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.
- 12.6 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 Provisional Action or Sanction.

14. Hearing Tribunal

14.1 Complaints Manager to determine appropriate Hearing Tribunal

- 14.1.1 In accordance with this Policy, the NST Legislation and the NA Tribunal Rules, the Complaints Manager, exercising their discretion and following any consultation with the parties to the matter as is considered appropriate, is to determine a suitable hearing forum, namely either:
 - a) an Internal Hearing Tribunal;
 - b) the NST; or
 - c) the NA Tribunal.

14.1.2 In the event of any inconsistency between the provisions of this Policy and the provisions of the NA Tribunal Rules or NST Legislation, the NA Tribunal Rules and NST Legislation (as applicable) will prevail to the extent of that inconsistency.

14.1.3 Referral of a matter to the NST is to be reserved for matters of a serious nature³ or where the circumstances demand it, such as because the Relevant Organisation is reasonably unable to establish an Internal Hearing Tribunal.

14.2 Internal Hearing Tribunal

14.2.1 If the Alleged Breach is at Affiliate or SSN Club or MO level, the Complaints Manager may determine that an Internal Hearing Tribunal is the most appropriate process.

14.2.2 A Hearing Tribunal convened under this clause will comply with the Internal Hearing Tribunal Procedure at Schedule 1.

14.2.3 If a Hearing Tribunal is required under clause 11.4.8 or 11.5 of this Policy, the Complaints Manager may convene an Internal Hearing Tribunal to:

- a) determine whether any Provisional Action imposed is disproportionate in accordance with clause 8.1.3; and/or
- b) arbitrate a dispute regarding the Alleged Breach and/or the proposed Sanction set out in the Breach Offer in accordance with clause 12.

14.3 National Sports Tribunal (NST)

14.3.1 If the Complaints Manager has determined that a hearing in the NST is the most appropriate Process:

14.3.1.1 if the Alleged Breach is at Affiliate or SSN Club or MO level, the Complaints Manager may seek the consent of NA to refer the Alleged Breach to the NST General Division; or

14.3.1.2 if the Alleged Breach is at NA level, the Complaints Manager may refer the Alleged Breach to the NST General Division.

14.3.2 If the consent of NA is not given to refer the matter to the NST (where applicable), or the NST cannot deal with the matter, the Complaints Manager is to refer the Alleged Breach to another appropriate hearing forum.

14.3.3 If arbitration is sought in the NST General Division, the NST may:

- a) determine whether the Provisional Action imposed is disproportionate; or
- b) arbitrate the Alleged Breach, determine whether a Sanction be imposed and, if so, what Sanction in accordance with clause 12.3.

14.3.4 The Procedure for arbitration in the NST will be in accordance with NST Legislation.

14.4 NA Tribunal

14.4.1 The Complaints Manager may determine in accordance with clause 14.1, for matters that occur at NA level, the Alleged Breached may be referred to the NA Tribunal in accordance with the NA Tribunal Rules.

³ For example, matters that have the potential to become complex or lengthy, carry a significant or lengthy Sanction (years), or consist of serious allegations of abuse of a Child.

14.4.2 If the Alleged Breach occurs at the SSN Club or MO level, the Complaints Manager may seek the consent of NA to refer the Alleged Breach to the NA Tribunal, in accordance with the NA Tribunal Rules (noting the NA Tribunal's jurisdiction to hear matters).

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

14.4.4 Matters referred to the NA Tribunal are subject to clause 14.5 of this Policy and must be referred in accordance with Rule 5 of the NA Tribunal Rules.

14.5 Special Hearing Tribunal Rules for Participants in Elite Programs

14.5.1 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.

14.5.2 Notwithstanding any conflicting provisions within this Policy, the NA Tribunal will not have jurisdiction to deal with breaches of the Safeguarding Children & Young People Policy or the Member Protection Policy as those policies relate to Participants. The NST will have exclusive jurisdiction of such matters, unless the parties otherwise mutually agree to ADR, or to refer the matter to the NA Tribunal or an Internal Hearing Tribunal. For the avoidance of doubt, if ADR is the preferred dispute resolution process, the NST is to have exclusive jurisdiction in this regard, unless the parties otherwise mutually agree.

15. Appeals

15.1 A decision of a Hearing Tribunal under clause 14 may be appealed as set out in this clause 15.

15.2 Persons entitled to appeal

15.2.1 The following persons are entitled to appeal the decision of a Hearing Tribunal under clause 14 of this Policy (each an Appellant):

- a) a Respondent; or
- b) any Relevant Organisation which has managed the Process that is the subject of the Hearing Tribunal.

15.3 Grounds of appeal

15.3.1 The decision of an Internal Hearing Tribunal or hearing before the NST can only be appealed on the following Grounds of Appeal:

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

15.4 Notice of Appeal – from an Internal Hearing Tribunal decision

15.4.1 To submit a valid Notice of Appeal from an Internal Hearing Tribunal convened in accordance with Schedule 1 of this Policy, an Appellant must, within 14 days of the date of receipt of the decision made by the Hearing Tribunal:

- a) Lodge with the Complaints Manager a Notice of Appeal, stating they wish to appeal, the Ground/s of Appeal, and including any relevant documents as annexures;

- b) Pay the appeal fee⁴ as set from time to time by the Relevant Organisation (as applicable); and
- c) Serve, by email, by post, or physically, on the other party to the appeal a copy of the Notice of Appeal,

(together, a ***Notice of Appeal***).

15.4.2 If an Appellant lodges a valid Notice of Appeal, the Complaints Manager shall convene an Appeals Tribunal to determine the matter in accordance with Schedule 1.

15.4.3 Nothing in this clause 15.4.3 limits an Appellant to a first instance Internal Hearing Tribunal from referring the matter to the NST, in accordance with NST Legislation. Any such application must still be made in accordance with this clause 15.

For the avoidance of doubt, any application made to the NST, following a determination of a first instance Internal Hearing Tribunal convened by a Netball Organisation or an Affiliate, shall be heard in the NST General Division. The determination of the NST General Division shall then be final and binding, with no further right of appeal.

15.5 Notice of Appeal – from an Internal Hearing Tribunal or NST General Division decision

15.5.1 If the Hearing Tribunal was the NST General Division, or an Appellant is seeking to refer the matter to the NST General Division following a determination of a first instance Internal Hearing Tribunal, an application must be made in accordance with NST Legislation.

15.5.2 The Appellant is required to lodge a Notice of Appeal by:

- a) Completing the relevant NST form;
- b) Stating the Ground/s of Appeal;
- c) Paying the applicable NST application fee; and
- d) Serving, by email, by post, or physically, on the other party to the appeal a copy of the Notice of Appeal,

(together, a ***Notice of Appeal***).

15.5.3 Where an application is made to the NST for an appeal to be heard, NA is responsible for making the application in accordance with NST Legislation. Service charges may be payable to the NST, which may be negotiated as between the parties to the dispute and the NST at the preliminary conference, and determined by the NST CEO. Where NA is the Applicant NSO responsible for referring the matter to the NST, for disputes at the Member Organisation and/or Affiliate level, NA will not be responsible for any costs at the NST, which must be borne by the parties, unless otherwise agreed by NA.

15.6 Notice of Appeal – from a NA Tribunal decision

15.6.1 If the Hearing Tribunal was the NA Tribunal, an Appellant is required to lodge an appeal in accordance with the NA Tribunal Rules. The procedure for an appeal to the NA Tribunal will be in accordance with the NA Tribunal Rules.

16. Finalising Alleged Breaches

⁴ Any appeal fee imposed by a Relevant Organisation should be limited to the reasonable administrative costs of convening a Tribunal, and ought not exceed those costs.

16.1 Finalisation of Process

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

- a) No further action is to be taken as per clauses 5.7.3 (Unreasonable or Vexatious Complainants and Parties), 7.1.2 (Initial Threshold Criteria), 7.3 (Categorisation Determination) or 11.1.7 (unsubstantiated or unable to be substantiated) of this Policy;
- b) ADR – when the parties to ADR reach a mutually agreed resolution;
- c) Warning Procedure – when the Relevant Organisation notifies the relevant parties of its determination under clause 11.3;
- d) 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 11.4.5(a)11.4.5c);
- e) Hearing Tribunal - where the parties to the proceeding are notified of the decision and no appeal has been filed; or
- f) 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:

- a) Affiliate level, the Complaints Manager must notify the relevant Netball Organisation and NA; or
- b) 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 6.8.2.

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:

- a) the Alleged Breach;
- b) the Complainant;
- c) the Respondent;
- d) the Process;
- e) the Outcome; and
- f) 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. Education

- 17.1 NA will plan, implement, and maintain an education strategy that incorporates material addressing the matters covered by each Netball Integrity Policy.
- 17.2 The NA General Manager – Legal & 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.

18. Interpretation & other information

18.1 Commencement

- 18.1.1 This Policy commences on the date outlined on the front cover (Effective Date).

18.2 Prior Alleged Breaches

- 18.2.1 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 18.2.2.
- 18.2.2 Alleged Breaches relating to conduct which occurred prior to the Effective Date:
 - a) 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
 - b) cannot be resubmitted to a Relevant Organisation under this Policy; and
 - c) are not subject to any appeal under this Policy.

18.3 Requirements for Relevant Organisations

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

18.4 Interpretation

- 18.4.1 Any document required to be provided under this Policy may be given by:
 - a) sending it to an email or other electronic address nominated by the recipient party; or
 - b) email, post or hand delivering it to that party's registered office.
- 18.4.2 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.
- 18.4.3 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.

18.5 Amendment

- 18.5.1 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.
- 18.5.2 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 and/or commences a Process.

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

END

VERSION HISTORY

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Schedule 1: Internal Hearing Tribunal Procedure

Interpretation

- A. Defined terms not otherwise defined in this Schedule have the meaning given to them in the Netball Australia Complaints & Disciplinary Policy (the **Policy**).
- B. All clause references refer to this Schedule unless otherwise provided.
- C. All references to a Tribunal in this Schedule, refer to an Internal Hearing Tribunal convened in accordance with this Schedule.

INTERNAL HEARING TRIBUNAL

Convening an Internal Hearing Tribunal

1. An Internal Hearing Tribunal shall be convened by the Complaints Manager in accordance with clause 14 of the Policy, and as soon as reasonably practicable in the circumstances.
2. For a referral under clause 8.1.3 (Provisional Action) of the Policy, the Complaints Manager shall endeavour to convene a hearing no later than one week following notification by the Complaints Manager.

Composition of an Internal Hearing Tribunal

3. A Tribunal shall, subject to clause 5, consist of three members (**Tribunal Members**), with the appropriate skills and experience, to be appointed by the Complaints Manager.
4. The chair, who is to be appointed by the Complaints Manager, shall be:
 - a) A Legal Practitioner of at least three years standing or serving, or a retired judge; or
 - b) A person who has the appropriate training, experience and skills as determined by the Complaints Manager responsible for handling the matter; and
 - c) Meets any additional requirements, including training qualifications or netball experience, as prescribed by the Relevant Organisation,
(the **Tribunal Chair**).
5. Where circumstances make it necessary, or where an Internal Hearing Tribunal is convened to hear a matter referred under clause 8.1.3 (Provisional Action) of the Policy, the Internal Hearing Tribunal may comprise of fewer than three Tribunal Members, to be appointed by the Complaints Manager, so long as the Tribunal Chair meets the appointment criteria set out in clause 4.
6. Where a matter before a Tribunal involves a Vulnerable Person, as a Complainant, Respondent or witness, the Relevant Organisation will prioritise appointing Tribunal Members with professional experience in dealing with Vulnerable Persons. These Tribunal Members should be equipped to provide a safe environment and to maintain an appropriate level of informality to ensure the Vulnerable Person feels supported and respected during the process.
7. Should a Tribunal Member become unable to sit on a Tribunal following the convening of the Tribunal for whatever reasons, the Complaints Manager shall appoint a replacement Tribunal Member.
8. A Tribunal must act independently, impartially and fairly. Any Tribunal Member with an actual or potential conflict of interest in relation to the matter before the Tribunal, must declare the conflict. The Tribunal member must then act in a manner deemed appropriate by the Tribunal, in consultation with

the Relevant Organisation. This may include withdrawing from the Tribunal entirely to ensure the integrity of the proceedings.

9. Any party to a dispute before a Tribunal, may challenge the appointment of any Tribunal Member, but may only do so on the ground of bias. The challenge is to be determined by the Tribunal Chair sitting alone, unless the challenge relates to the Tribunal Chair in which case it is to be determined by the Complaints Manager, or the other Tribunal Members if the Complaints Manager is not available. There shall be no right of appeal to a challenge made under this clause 9.
10. No determination of a Tribunal shall be invalidated by any irregularity in the appointment of a Tribunal Member.

Responsibilities of the Tribunal Chair

11. Without limiting any duties of the Tribunal Chair as set out under this Schedule, the person appointed as Tribunal Chair shall have the following responsibilities:
 - a) to ensure accurate records are kept of all the Tribunal's proceedings and decisions, including at a minimum:
 - i. particulars of the hearing, including date, time, and location;
 - ii. the names of each Tribunal Member, Respondent, witnesses called, any other parties permitted to attend by the Tribunal;
 - iii. the decision of the Tribunal, including any Sanction imposed, whether given to the parties orally, in writing or a combination of both, and the date(s) of the communication;
 - iv. to ensure that the hearing is conducted in accordance with the principles of procedural fairness and natural justice; and
 - v. to communicate the oral determination (if a determination is made immediately following the hearing) to all parties, and/or to provide the Complaints Manager with a written determination as soon as reasonably practicable, and in any case, no longer than 21 days following the hearing.

Tribunal Jurisdiction

12. In exercising its jurisdiction, the Tribunal has the power to determine that:
 - a) An Alleged Breach has been substantiated and impose a Sanction in accordance with clause 12.3 of the Policy;
 - b) An Alleged Breach has been substantiated but choose not to impose a Sanction;
 - c) An Alleged Breach has not been substantiated and therefore issue no Sanction; and/or
 - d) An Alleged Breach different to the Alleged Breach issued to the Respondent has been substantiated and impose a Sanction in accordance with clause 12.3 of the Policy, provided that the Tribunal has first put the new Alleged Breach to the Respondent and provided the Respondent with reasonable opportunity to respond.
13. Determinations of the Tribunal must be by a majority vote. If there are an equal number of votes, the Tribunal Chair will have both the deciding and casting vote.

Attendance at Tribunal

14. The following persons shall be required to attend the tribunal hearing conducted under this Schedule:

- a) The Respondent; and
- b) The Complaints Manager.

15. The following persons shall be entitled to attend a tribunal hearing:

- a) Any person that the Tribunal Chair, in their absolute discretion, believes will assist the tribunal and invites to attend the tribunal for that purpose;
- b) The Complainant;
- c) Where a Respondent or a witness is a Vulnerable Person, an adult adviser, who will, unless unavailable or other extraordinary circumstance, be such person's parent or guardian; and
- d) The legal representation or support person of a party to the Tribunal as provided for by clause 6.7 of the Policy.

16. Each party appearing at or before a Tribunal shall bear their own costs.

Non-attendance by Respondents(s)

17. A Respondent must advise the Complaints manager as soon as practicable if they are unable to attend the hearing at the scheduled date and time, and provide reasons as to why.

18. If a Respondent fails to attend a tribunal hearing without first advising the Complaints Manager and/or without reasonable excuse, and the Tribunal is satisfied the Respondent was provided with sufficient notice of the hearing, the hearing may proceed and a determination may be made by the Tribunal in the absence of the Respondent, provided that the Tribunal is satisfied that this Schedule has been complied with.

Adjournments

19. A Respondent or the Complaints Manager may apply to the Tribunal Chair to have a tribunal hearing adjourned if there are compelling circumstances that warrant such steps being taken to avoid costs, hardship, or significant inconvenience to one or more parties. The Tribunal has sole discretion on whether or not to grant the application.

Procedure of Tribunal

20. Tribunals convened under this Schedule should be conducted efficiently and with minimal formality as reasonable possible, considering the nature, seriousness and complexity of the matter;

21. All evidence should be presented or provided to the Respondent. Where exceptional circumstances render such presence impossible or inappropriate, the Respondent will be provided with the full substance of all such evidence;

22. The Tribunal's approach and procedure should be adjusted to ensure the safety and wellbeing of any Vulnerable Person participating in the hearing;

23. Any Tribunal convened under this Schedule is not bound by the rules of evidence and shall conduct the hearing in such manner as it sees fit, subject to and in accordance with the principles of procedural fairness and natural justice. The Tribunal may, in its absolute discretion:

- a) Convene the hearing by way of video or teleconference if the circumstances warrant;
- b) Consider any evidence, and in any form that it deems relevant;
- c) Determine the matter on the papers, that is, by considering written submissions and evidence and making a determination without an oral hearing;

- d) Question any person giving evidence;
- e) Limit the number of witnesses presented to those who provide any new evidence;
- f) Call upon experts to provide professional advice or opinions, including legal advice, as it considers necessary or appropriate to make informed decisions; and
- g) Act in an inquisitorial manner in order to establish the truth of the issue/case before it.

24. When a Tribunal has been convened to address a matter, the Complaints Manager (or a delegate) must issue a hearing notice to the Respondent, which shall:

- a) State the date, time and location of the hearing;
- b) Identify the Tribunal Members (if known);
- c) State the Respondent is required to attend the hearing so that the Alleged Breach can be determined;
- d) State the Respondent must advise the Complaints Manager as soon as practicable if they are unable to attend the hearing in accordance with clause 17 and 18, and if not satisfied, a determination may be made in their absence;
- e) State the Respondent has a right to legal representation and may be accompanied by a support person at the hearing in accordance with clause 6.7 of the Policy;
- f) State the Respondent has the right to produce evidence and make submissions in relation to the Alleged Breach and the proposed Sanction (including arguments about whether a Sanction should be imposed and, if so, what that Sanction should be).

25. Without limiting the Tribunal's power to regulate its own procedure as it sees fit, subject to and in accordance with principles of procedural fairness and natural justice, the Tribunal shall ordinarily proceed in accordance with the following steps:

- a) If a Relevant Organisation is a party to a tribunal hearing, one member of that Relevant Organisation shall be appointed by the Relevant Organisation to act as a spokesperson at the Tribunal.
- b) The Relevant Organisation convening the Tribunal (as applicable) may appoint Counsel to assist the Tribunal.
- c) At the commencement of a hearing, the Tribunal Chair will identify the Tribunal Members and determine whether the Respondent is present to answer the allegation(s) in the Alleged Breach.
- d) The parties will be notified of their right to remain in the hearing until all evidence is presented but not to be present while the Tribunal considers its findings and determines an appropriate Sanction (if any).
- e) The Tribunal Chair shall advise all those persons present of the method of recording the hearing (if any).
- f) The Alleged Breach shall be read out in the presence of all persons eligible to be present.
- g) The Respondent shall be asked whether or not they intend to dispute the Alleged Breach and the Sanction (if any).
- h) If the Respondent does not dispute the Alleged Breach, the Tribunal Chair will provide the parties with an opportunity to make submissions as to the appropriate Sanction (if any) to be imposed.

- i) If the Respondent does dispute the Alleged Breach, the Tribunal Chair will invite the Relevant Organisation (as applicable) to give evidence and witnesses (if any) shall be called upon to give their evidence in turn, subject to the approval of the number of witnesses to be called by the Tribunal in its discretion. The Respondent has a right to cross examine any witness called. The Relevant Organisation (as applicable) may summon the Respondent to give evidence and cross examine them.
- j) Each witness shall be entitled to leave the tribunal hearing after giving evidence unless otherwise directed by the Tribunal. Witnesses shall be entitled to remain in the hearing room after giving evidence with the permission of the Tribunal.
- k) The Respondent shall then be entitled to present their defence. Witnesses may be called subject to the approval of the number of witnesses to be called by the Tribunal in its discretion. The Relevant Organisation (as applicable) has a right to cross examine the Respondent or any witness called.
- l) Where a Vulnerable Person exercises their right to have an adult adviser present in accordance with this Schedule, a reasonable opportunity for consultation between the Vulnerable Person and the adviser shall be provided by the Tribunal.
- m) Where a party makes video evidence available to the Tribunal, it may, at the discretion of the Tribunal, be presented. Where possible, such evidence should be provided the Tribunal and other parties prior to the tribunal hearing and the onus of providing suitable viewing equipment shall lie with the person requesting that the evidence be presented.
- n) The Tribunal may, so as to limit inconvenience to witnesses, allow evidence to be given by telephone or videoconference.

26. At the conclusion of all of the evidence and submissions the Tribunal Chair shall ask all person's present to leave the hearing room while the Tribunal considers its findings.

27. If the Tribunal is satisfied that an Alleged Breach has been substantiated using the Standard of Proof, it shall find the breach substantiated. Otherwise, the Alleged Breach shall be dismissed.

28. If the Tribunal is not satisfied that the particular Alleged Breach has been substantiated but is satisfied that a lesser breach of the relevant policy has been substantiated, then the Tribunal may find such lesser breach substantiated.

29. Where it appears to the Tribunal that the Complaints Manager has made an error in identifying the correct Alleged Breach, or omitted Alleged Breaches that should have been made, the Tribunal may amend the allegation(s), subject always to the requirement that the Respondent must be informed of the new allegations and given an opportunity to respond to such allegations.

30. Where the Tribunal finds that one or more Alleged Breaches have been substantiated, it shall inform the parties of its decision and provide the Relevant Organisation (as applicable) and the Respondent with an opportunity to make submissions as to Sanction (if the parties have not already had an opportunity to make such submissions). The Tribunal may, in its absolute discretion, determine that it is appropriate to:

- a) Receive oral submissions as to Sanction immediately after delivering its decision as to the Alleged Breach, or adjourn the hearing to allow for oral submissions at a later date; or
- b) Accept written submissions as to Sanction, with the Tribunal to set the date for those submissions to be lodged.

31. After considering the parties' submissions as to Sanction, the Tribunal shall determine the appropriate Sanction to be imposed (if any) in accordance with clause 12.3 of the Policy and shall advise the parties of its decision.

The Tribunal may, at any time, refer to the [Sport Integrity Australia Case Categorisation & Guidance for Sanctions](#) booklet in determining an appropriate Sanction.

32. The decision of the Tribunal shall be given by the Tribunal Chair. The Tribunal Chair may either:
 - a) give its decision as to the Alleged Breach and/or Sanction orally at the close of the hearing, with or without short- form oral reasons; or
 - b) reserve its decision as to the Alleged Breach and/or Sanction.
33. The Tribunal must provide written reasons for its decision within 21 days of the hearing.
34. Notwithstanding clause 32 and 33 of this Schedule, if the Tribunal has directed the parties to make submissions as to Sanction as per clause 30 above, the Tribunal will provide its decision and written reasons as to Sanction within 14 days of receipt of the submissions, or as otherwise directed by the Tribunal.
35. The Chair will notify the Complaints Manager of the decision of the Tribunal and provide a copy of the written reasons. The Complaints Manager will notify the parties of the decision and provide them with a copy of the written reasons.
36. For the Tribunal to find something has been substantiated 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 Tribunal must take into account all relevant factors including:
 - a) nature and seriousness of the allegations; and
 - b) impact of the potential sanctions that may be imposed if the allegations are proven.
37. The standard of proof requires greater certainty for a more serious allegation compared with a less serious allegation

INTERNAL HEARING TRIBUNAL - APPEALS TRIBUNAL

Convening an Appeals Tribunal

38. As required under clause 15 of the Policy, the Complaints Manager will convene an Appeals Tribunal in accordance with this Schedule.
39. The Appeals Tribunal shall be convened as soon as reasonably practicable after a referral under clause 15 of the Policy and shall endeavour to convene no later than 21 days after notification by the Complaints Manager.

Composition of Appeals Tribunal

40. Subject to clause 41, each Appeals Tribunal shall:
 - a) Comprise three Tribunal Members selected by the Complaints Manager; and
 - b) Be chaired by a person to be appointed by the Complaints Manager and shall be:

- i. A current or retired Legal Practitioner of at least three years standing or a serving or retired judge; and
- ii. Meets any additional requirements, including training qualifications or netball experience, as prescribed by the Relevant Organisation,

(the ***Appeals Chair***),

none of whom sat on or was involved in the Hearing Tribunal for the Alleged Breach the subject of the appeal.

41. Clauses 6 – 10 (inclusive) of this Schedule shall apply to an Appeals Tribunal with any necessary amendments.
42. Where circumstances make it necessary, an Appeals Tribunal may be formed with fewer than three members so long as the Appeals Chair meets the appointment criteria as set out in clause 40.

Procedure of Appeals Tribunal

43. Subject to this Schedule, the Appeals Tribunal and persons appearing before it are bound by the same procedures under this Policy as if the Appeals Tribunal was the Tribunal hearing a matter at first instance.
44. An appeal must be made within 14 days of the date on which the written decision was sent to the Appellant, by lodging a Notice of Appeal with the Complaints manager in accordance with clause 15.4 of the Policy.
45. The Appeals Tribunal must limit its hearing to consideration of the Ground(s) of Appeal relied upon by the Appellant under clause 15.3 of the Policy.
46. The Respondent to an Appeals Tribunal will be given the opportunity to file a written submission in response to the Notice of Appeal.
47. The parties to an Appeals Tribunal may not call witnesses unless given leave to do so by the Appeals Tribunal. The Appeals Tribunal will not allow a party to call a witness to give evidence in relation to any matter outside of the Ground(s) of Appeal relied upon by the Appellant.
48. An Appeals Tribunal has the power to:
 - a) dismiss the appeal;
 - b) uphold the appeal;
 - c) impose any of the Sanctions set out at clause 12.3 of the Policy; or
 - d) reduce, increase, or otherwise vary any Sanction imposed by the Hearing Tribunal under the Policy, in accordance with clause 12.3 of the Policy, but otherwise in such manner as it thinks fit.
49. At the conclusion of the appeal, the Appeal Chair shall ensure that the Appellant, Respondent and the Relevant Organisation (as applicable) are informed of the determinations of the Appeals Tribunal. The Appeal Chair shall also notify the Complaints Manager of the decision of the Appeals Tribunal.
50. The Appeals Tribunal will give oral and/or written reasons for its decision.
51. The Appeals Tribunal has discretion to order the refund of the appeal fee and shall do so where the appeal results in the breach being dismissed or the Sanction reduced.
52. A decision of an Appeals Tribunal is final and binding, with no further right of appeal under the Policy.

53. Any Sanction imposed by the Hearing Tribunal is to be upheld until the appeal has been determined by the Appeals Tribunal.

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"/> Non-Member Person	<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"/> Non-Member Person	<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		

<p>Description of alleged breach by Respondent</p> <p><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></p>	
<p>Witnesses (if any)</p>	<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: Phone: Email:</p> <p>2. Name: Phone: Email:</p> <p>3. Name: Phone: Email:</p>
<p>Level of the Sport at which alleged breach occurred</p>	<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>	
<p>Does Complainant consent to alternative dispute resolution?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>

Signed by Complainant	Signature:
	Date:

Schedule 3: Report Form

Internal Use Only		
Name of person receiving Report		Date Report Form Received: / /
How was the Report received		
Reporter to Complete		
Name of Reporter	
	<input type="checkbox"/> Over 18	<input type="checkbox"/> Under 18
	<input type="checkbox"/> Don't know	
Reporter's contact details	Phone: Email:	
Reporter'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"/> Non-Member Person	<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 being Reported (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"/> Non-Member Person	<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		

<p>Description of alleged breach by Respondent</p> <p><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></p>	
<p>Witnesses (if any)</p>	<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: Phone: Email:</p> <p>2. Name: Phone: Email:</p> <p>3. Name: Phone: Email:</p>
<p>Level of the Sport at which alleged breach occurred</p>	<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>	
<p>Signed by Reporter</p>	<p>Signature:</p> <p>Date:</p>

Schedule 4: Letter – Warning Procedure

Item 1: Letter - Warning Procedure

NETBALL AUSTRALIA COMPLAINTS & DISCIPLINARY 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]

Date: xx xxxx 202x

Referral

1. [NA/The Netball Organisation/The Affiliate (SELECT ONE OF)] has received information (**Alleged Breach**) under the Netball Australia Complaints & 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 AUSTRALIA COMPLAINTS & DISCIPLINARY 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]

Date: xx xxxx 202x

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 5: Letter – Notice of Provisional Action

NETBALL AUSTRALIA COMPLAINTS & DISCIPLINARY POLICY PROVISIONAL ACTION

Notice of Provisional Action

Date: **xx xxxx 202x**

Clause 8.1.1 of the Netball Australia Complaints & Disciplinary Policy (the *Disciplinary Policy*) allows a Relevant Organisation to impose Provisional Action in circumstances where the Relevant Organisation has received allegations concerning conduct that, in its opinion:

- a) relates to Child Abuse;
- b) may result in, or cause, serious criminal charges to be laid; or
- c) there is a further and ongoing risk of substantial harm being suffered by one or more persons involved in netball.

Provisional Action

Given the serious nature of these allegations, [Relevant Organisation] has determined that pursuant to clause 8.1.1 of the Disciplinary Policy, Provisional Action is required.

Under the Disciplinary Policy, clause 8.1.2 provides that Provisional Action includes, but is not limited to, suspension, restriction of duties or temporary redeployment, suspension or restriction of the risks, privileges or benefits or any other action at the discretion of [Relevant Organisation].

Accordingly, [Relevant Organisation] is imposing the following Provisional Action:

[List Provisional Action]

Review of Provisional Action

In accordance with clause 8.1.3, you may have this decision reviewed only by an expedited hearing convened in accordance with clause 14 of the Disciplinary Policy. This hearing will only consider whether the decision to impose the Provisional Action is proportionate to the perceived risks and will not consider the merits of the allegations, except as is necessary to assess proportionality.

Should you wish to proceed with a review, please contact [Relevant Organisation] using the contact details below within 14 days of the date of this letter [(i.e., date 14 days from date of this letter)].

[Relevant Organisation] will provide further information as to the allegations as soon as possible, and further advice regarding the duration of this Provisional Action will be provided.

Should you have any questions, please contact [contact details].

Yours faithfully

[insert signatory]

Complaints Manager

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

Schedule 6: Letter – Breach Offer

NETBALL AUSTRALIA COMPLAINTS & DISCIPLINARY 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]

Date: xx xxxx 202x

Referral

- [NA/The Netball Organisation/The Affiliate (SELECT ONE OF)] has received information (**Alleged Breach**) under its Netball Australia Complaints & 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].
- The Complaints Manager under the Policy has referred the Alleged Breach about you for resolution under the Breach Offer Process.

Allegations

- 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].
- It is alleged in the Alleged Breach that you:
 - [insert alleged conduct]; and
 - [+++++].
- As a result of the above allegations, it is alleged that you have consequently breached the following Netball Integrity Policy:
 - [insert specific sections of eligible policies allegedly breached]; and
 - [+++++].

Sanction

- 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:
 - [insert applicable sanction]; and
 - [+++++].
- 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:
 - [insert applicable sanction]; and
 - [+++++].

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? If so, what?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Was Alleged Breach referred to external agency? Please detail:	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Date Complaint/Report Form received Date Process undertaken		
Was Alleged Breach valid? If not, why? If Alternative Dispute Resolution (ADR)	<input type="checkbox"/> Yes <input type="checkbox"/> No Please detail: 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?</p> <p><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>