



**FOOTBALL
AUSTRALIA**

**Complaints, Disputes and Discipline
Policy**

**For Independent Handling of Complaints Relating to
Prohibited Conduct**

1 November 2021

Football Australia Limited
(ACN 106 478 068)

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1. Introduction and Overview

Football Australia has put in place this Complaints, Disputes and Disciplinary Policy (the **Policy**) to enable Sport Integrity Australia to receive, assess and manage complaints related to the men's and women's national teams and A-Leagues, to ensure an independent, end to end complaint management process for these complaints including, where appropriate, by arbitration or alternative dispute resolution in the National Sports Tribunal.

This Policy forms part of the FA Grievance Procedure, as defined in clause 4.1 of the FA Grievance Procedure By-Law. This Policy is to be read as operating in place of the previous FA Grievance Procedure (except as otherwise set out in this Policy) in relation to all complaints made to Sport Integrity Australia before 31 January 2022 within the scope set out in this Policy.

This Policy:

- (a) establishes the scope of Complaints that may be received and handled by Sport Integrity Australia under this Policy;
- (b) sets out the processes by which Sport Integrity Australia will assess and resolve Complaints within the scope of this Policy, including, where required, resolution in the National Sports Tribunal;
- (c) provides authority for Sport Integrity Australia to receive, investigate and manage Alleged Breaches of the Eligible Policies which relate to Prohibited Conduct that occurred in the Specified Period, and which are the subject of a complaint received through this Procedure;
- (d) only manages complaints in relation to matters that are Within Scope and does not, for example, manage complaints in relation to eligibility and selection, competition-related rules, personal grievances, anti-doping, betting and match fixing or governance matters; and
- (e) has been designed to ensure that relevant complaints are dealt with efficiently and effectively.

2. Definitions and Interpretation

2.1 Definitions

In this document:

AFC means the Asian Football Confederation.

A-Leagues means the A-League – Men, A-League – Women and A-League – Youth competitions.

A-League – Men means the premier men's professional national club competition, including the pre-season, regular season and finals series.

A-League – Women means the premier women's professional national club competition, including the pre-season, regular season and finals series.

A-League – Youth means the premier men's youth national club competition, including the pre-season, regular season and finals series.

A-League Club means an entity registered with FA and licensed to participate in the A-Leagues (including the competitions previously known as the A-League, W-League and Y-League/National Youth League).

Alleged Breach has the meaning given in clause 3.3.

Alternative Dispute Resolution is a collective term for processes, such as mediation, to resolve disputes without the need for litigation that will be applied to resolve the Alleged Breach and for the purposes of this Policy means mediation, conciliation or case appraisal facilitated by the NST in accordance with clause 5.6.

Appeals Tribunal means the appeals tribunal established under clause 8, being the NST Appeals Division.

Board means the Board of FA as constituted from time to time.

Child (or Children) means a person(s) who is under the age of 18 years unless otherwise stated under the law applicable to the child.

Club Official means any person involved with the administration, management or organisation of an A-League Club (whether paid or unpaid), including employees, contractors, consultants, officers and directors and representatives.

Code of Conduct and Ethics means the national Football code of conduct and ethics as promulgated by FA from time to time during the Specified Period, including the FA Code of Conduct in force from 1 January 2007.

Complainant means a person who makes a Complaint about an Alleged Breach by a Respondent in accordance with this Policy.

Complaint means a formal notification of a complaint relating to Prohibited Conduct by a Respondent of an Eligible Policy.

Complaints Form means the form made available on the SIA website which must be completed to make a complaint about Prohibited Conduct within the Specified Period.

Complaint and Report Handling Process means the process of handling and resolving a Complaint or Report under this Policy from the point where the Complaint/Report is received to the finalisation of the Resolution Process.

Director means a person appointed or elected as a director on the Board in accordance with the FA Constitution.

Eligible Complainant has the meaning set out in clause 3.5.

Eligible Policies means the following FA policies:

- (a) National Code of Conduct and Ethics; and
- (b) Member Protection Policy;

FA means Football Australia Limited.

FA Complaint Manager means the person or persons appointed by FA under clause 3.13 to manage Complaints under this Policy.

FA Constitution means the Constitution of FA as amended from time to time.

FA Statutes has the meaning given in the FA Constitution.

FIFA means Fédération Internationale de Football Association.

Football means the sport of football, as governed by FA and FIFA from time to time.

Hearings Tribunal means the first instance arbitration tribunal established under clause 7, being the NST General Division.

Match Official means a referee, assistant referee, video assistant referee, fourth official, match commissioner, referee inspector, selector, any person in charge of safety or any other person appointed by FA.

Member means a Constituent of FA as defined in the FA Constitution and includes Member Organisations, A-League Clubs, Players and Officials.

Member Organisation means each company or incorporated association that is a Member of FA including:

- (c) State Body Members and other Competition Administrators (as defined in the FA Constitution); and
- (d) Clubs.

Member Protection Policy means the policy or policies forming part of the FA Member Protection Framework as currently in force, or as in force from time to time during the Specified Period.

National Sports Tribunal or NST means the Australian Government entity established by the *National Sports Tribunal Act 2019* (Cth) (**NST Act**), comprised of the General Division, the Anti-Doping Division, and the Appeals Division.

National Team means any national team squad selected or nominated by FA, including the men's and women's senior, under age, Olympics, futsal and beach teams or any other national representative team determined by FA from time to time

NST Legislation means the NST Act and all legislative and notifiable instruments adopted under the NST Act.

Official means:

- (a) a Club Official, Match Official or Team Official;
- (b) an employee, officer or Director of FA; or
- (c) a member of a standing committee or other council, committee, panel or body constituted by FA.

Player means any person during the Specified Period who was registered to play at an A-League Club or selected as a playing member of a National Team.

Policy means this Complaints, Disputes and Disciplinary Policy For Independent Handling of Complaints Relating to Prohibited Conduct.

Prohibited Conduct means the following types of conduct as prohibited by the Eligible Policies and further defined in Appendix A:

- (a) abuse;
- (b) bullying;
- (c) Child abuse;
- (d) Child grooming;
- (e) endangering the safety of a Child;
- (f) harassment;
- (g) sexual misconduct;
- (h) unlawful discrimination;
- (i) victimisation; or
- (j) vilification.

Provisional Action has the meaning given in clause 5.4.

Protected Disclosure means a disclosure of information to FA that qualifies for protection under the whistleblower laws in the *Corporations Act 2001* (Cth).

Relevant Person means a Player, Official or any other person who has agreed to be bound by the Eligible Policies.

Report means a report submitted by any person who has information concerning a potential Alleged Breach of an Eligible Policy which may lead to investigation under this Policy.

Reporter means a person who submits a Report in accordance with clause 4.3.

Respondent means the person/s or organisation/s against whom a Complaint has been made.

Resolution Process means the chosen process for resolving an Alleged Breach under this Policy, including a Breach Notice.

Sanction means a sanction imposed by FA on a Respondent for breaching an Eligible Policy in accordance with clause 6.

Serious Criminal Charge means a charge under any Commonwealth or State/Territory criminal law that is punishable by imprisonment for a maximum period of five years or more. Such offences include (but are not limited to) recklessly, negligently, or intentionally causing injury, indecent assault, theft, possession of child pornography, manslaughter, murder, rape, sexual penetration of a child, sexual assault and drug trafficking.

Specified Period means the period from the establishment of FA to 31 October 2021.

Sport Integrity Australia means the non-corporate Commonwealth entity of that name established by the *Sport Integrity Australia Act 2020* (Cth).

Team Official means any personnel involved with the management, preparation or participation of an A-League Club's team or National Team (whether paid or unpaid), including the coaches, managers, medical staff (including team or match day doctor), physiotherapists, gear persons and other support staff.

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.

Within Scope has the meaning set out in clause 5.1(a)(i).

2.2 Interpretation

In this document:

- (a) headings are for convenience only and do not form part of this Policy or affect its interpretation
- (b) any use of the word 'includes' or words such as 'for example' or 'such as' do not limit anything else that is included in general speech;
- (c) references to natural persons include all genders;
- (d) the singular case applies to the plural and vice-versa;
- (e) any reference to '\$' or 'dollars' is to Australian dollars, unless expressly stated otherwise;
- (f) capitalised terms have the meaning given to them in clause 2.1 unless the context requires otherwise; and
- (g) any term used but not defined has the meaning given to it in the FA Statutes.

3. Preliminary Matters

3.1 What is a Complaint?

A Complaint means a complaint lodged with Sport Integrity Australia in accordance with clause 4.1 of this Policy.

3.2 What is a Report?

A Report means information that an Alleged Breach of an Eligible Policy may have occurred submitted by any person in accordance with clause 4.3 of this Policy.

3.3 What is an Alleged Breach?

An Alleged Breach is an allegation or information that a Relevant Person has engaged in Prohibited Conduct under an Eligible Policy within the Specified Period in connection with the A-Leagues or a National Team, but does not include a Complaint that falls under clause 3.4(a).

3.4 What is not an Alleged Breach?

- (a) An Alleged Breach does not include an allegation or information:
 - (i) that does not relate to Prohibited Conduct under an Eligible Policy;
 - (ii) where the Prohibited Conduct did not occur in connection with the A-Leagues, an A-league Club or a National Team;
 - (iii) where the Prohibited Conduct did not occur within the Specified Period;
 - (iv) that constitutes a Protected Disclosure;
 - (v) that does not reach the threshold for Prohibited Conduct as defined in Appendix A;
 - (vi) that is mischievous, vexatious, or knowingly untrue;
 - (vii) that has been considered by FA under a disciplinary process and a formal determination made by FA or an FA tribunal; or
 - (viii) where the Respondent is excluded by clause 3.6.
- (b) A Complaint is not excluded from being an Alleged Breach by clause 3.4(a)(vii) if the Complaint contains additional information and evidence that was not known at the time of the original Complaint.

3.5 Who can be a Complainant?

A Complainant can be any person who has been directly aggrieved by an Alleged Breach of an Eligible Policy.

3.6 Who can be a Reporter?

A Reporter can be any person who has information that an Alleged Breach of an Eligible Policy has occurred.

3.7 Who can be a Respondent?

A Respondent must be a Relevant Person who is bound by the Eligible Policy they are alleged to have breached.

3.8 Standard of Proof

- (a) Unless otherwise specified, the standard of proof that applies to all decisions made under this Policy (including by a Hearings Tribunal) is "balance of probabilities".
- (b) Where a Respondent has been convicted or found guilty in a criminal, disciplinary or professional proceeding of engaging in conduct which would be Prohibited Conduct under an Eligible Policy, the Respondent is deemed under this Policy to have committed Prohibited Conduct without requiring further investigation.

3.9 Confidentiality

- (a) All Complaints and Reports (and all information disclosed in relation to them), including the outcomes of any Resolution Process, will be kept confidential by FA and Sport Integrity Australia and will not be disclosed to any third parties, except as provided in this clause.
- (b) Sport Integrity Australia may make the following disclosures:
 - (i) to FA in accordance with this Policy;
 - (ii) to the parties to a Complaint (Respondent and the Complainant) to ensure a fair process;
 - (iii) to any person to facilitate the proper handling of a Complaint or a Report under this Policy;
 - (iv) in accordance with clause 5.1, where a Complaint or Report is determined to not be an Alleged Breach under this Policy;
 - (v) to external agencies so they can deal with the alleged conduct (e.g., law enforcement agencies, government or regulatory authorities, a child protection agency);
 - (vi) to:
 - (A) Member Organisations; or
 - (B) Relevant Persons,to inform them of relevant Sanctions or Provisional Actions imposed;
 - (vii) in accordance with clause 3.10 below, where a Sanction is to be publicly disclosed;
 - (viii) to any third party, including foreign sporting bodies, law enforcement agencies and government or regulatory authorities, for the primary purpose of:
 - (A) preventing or lessening a risk to the safety, health, or wellbeing of a person; or
 - (B) protecting children participating in a sport; or
 - (C) protecting the safety of participants in a sport;
 - (ix) in response to a request by a House or a Committee of the Parliament of the Commonwealth of Australia; and
 - (x) as required by law.

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- (c) FA can make the following disclosures:
- (i) to the parties to an Alleged Breach (Respondent and the Complainant) in relation to the Resolution Process;
 - (ii) to any person to facilitate the proper handling of the Alleged Breach, including any Provisional Action under this Policy;
 - (iii) to external agencies so they can deal with the alleged conduct (e.g., law enforcement agencies, government or regulatory authorities, a child protection agency);
 - (iv) to:
 - (A) Relevant Persons;
 - (B) Member Organisations;
 - (C) FIFA; or
 - (D) AFC,to inform them of relevant Sanctions or Provisional Actions imposed;
 - (v) in accordance with clause 3.10, where a Sanction is to be publicly disclosed;
 - (vi) to any third party for the primary purpose of:
 - (A) preventing or lessening a risk to the safety, health, or wellbeing of a person; or
 - (B) protecting children participating in a sport; or
 - (C) protecting the safety of participants in a sport; and
 - (D) as required by law;
 - (vii) where FA reasonably believes that such disclosure is in the interests of Football.

3.10 Public disclosure of Sanctions

- (a) Where an Alleged Breach is established and Sanctions are imposed by FA, FA may determine that the Sanctions imposed are to be publicly disclosed where FA reasonably considers that this is necessary to give full effect to the Sanctions or that it is in the interest of the public, Football and/or its Member Organisations.
- (b) FA may maintain a register of persons subject to publicly disclosable Sanctions on its website. The public register will include the name of the individual or organisation being sanctioned, the Sanction imposed, and the period of the Sanction.
- (c) Subject to clause 3.9(c)(vii), details of Breaches will not be published on FA's website, but where appropriate, may be disclosed to third parties (such as to the National Sport Organisation for another sport that the individual who committed the Breach is a member of) in accordance with clauses 3.9(c)(v) and 3.9(c)(vi) (as applicable).

3.11 Failure to cooperate

- (a) Subject to clause 3.11(c), persons bound by this Policy must cooperate fully with a Complaint and Report Handling Process they are involved in, including any Resolution Process chosen to resolve an Alleged Breach.

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- (b) Subject to clause 3.11(c), Sport Integrity Australia, a Hearings Tribunal or an 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, provide relevant documentation, and/or participate in the Complaint and Report Handling 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.
 - (c) No individual or organisation bound by this Policy is required to answer a question or provide information where to do so would be a breach of any applicable law, and no adverse inference (such as those in clause 3.11(b)) may be drawn where that individual or organisation discloses the relevant law.

3.12 Vulnerable Persons

- (a) Where a Complainant or Respondent is a Vulnerable Person, the parent or guardian of the Vulnerable Person may act on behalf of the Vulnerable Person and accompany them throughout the Complaint and Report Handling Process, including at any interview, Alternative Dispute Resolution process, or Hearings Tribunal or Appeals Tribunal.
- (b) FA and Sport Integrity Australia 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 \(pmc.gov.au\)](https://pmc.gov.au/complaint-handling-guide-upholding-the-rights-of-children-and-young-people), or such other guide that may replace it.
- (c) This clause is at all times subject to clauses 7.1(b) of this Policy.

3.13 Appointment of FA Complaint Manager

- (a) FA will appoint one or more persons to act as a Complaint Manager, who will be the person(s) within FA with primary responsibility for managing FA's obligations under this Policy.
- (b) The FA Complaint Manager will be responsible for:
 - (i) being the point of contact between FA and Sport Integrity Australia in relation to the functions of this Policy;
 - (ii) providing information to Sport Integrity Australia as required to enable Sport Integrity Australia to assess whether a Complaint is Within Scope, including membership details of the Complainant and/or Respondent and records of disciplinary history of the Respondent and any other relevant information; and
 - (iii) managing the Resolution Process as determined by Sport Integrity Australia.
- (c) The FA Complaint Manager will maintain confidentiality of Complainant and Respondent details throughout the Resolution Process and will not disclose their knowledge of a Complaint or Report to any person other than in accordance with this Policy, including to other persons within FA.

3.14 Time limits

Where there is a time limit imposed by this Policy (other than a time limit relating to a Hearing Tribunal or Appeals Tribunal before the NST) and a person requests an extension to that time limit, FA or Sport Integrity Australia (as applicable) may at its discretion grant the extension, having regard to any relevant circumstances.

3.15 Management of Complaints and Reports

- (a) Sport Integrity Australia may, in managing any part of the Complaint and Report Handling Process, seek any assistance from the FA Complaint Manager and/or otherwise from FA or a relevant Member Organisation it deems appropriate, including the provision of information and/or documentation reasonably held by FA or a Member Organisation.
- (b) Sport Integrity Australia will maintain oversight over any actions taken on its behalf under this Policy and will retain responsibility for all decisions to be made in relation to the determination of whether a Complaint or Report is Within Scope, proposed Provisional Action to be implemented by FA, determinations under clause 5.7 and Sanctions to be imposed by FA.

4. How to make a Complaint or a Report

4.1 Submitting a Complaint

- (a) All Complaints under this Policy should be submitted to Sport Integrity Australia using the form at <https://sportintegrity.gov.au/independent-complaint-handling-process-football> (**Complaints Form**), on or before 31 January 2022.
- (b) A Complaint Form may be submitted by a parent or guardian on behalf of a Vulnerable Person.
- (c) A Complaint Form cannot be submitted anonymously.
- (d) Sport Integrity Australia will acknowledge receipt of the Complaint Form.
- (e) Complaints that are not within scope of this Policy should be submitted to FA in accordance with the procedures set out in the FA Statutes.

4.2 Withdrawing a Complaint

- (a) A Complainant may withdraw their Complaint at any time before Sport Integrity Australia makes a determination under clause 5.7.
- (b) Withdrawing a Complaint must be done by writing to Sport Integrity Australia from the same contact address used in the Complaints Form, or another contact address that has been previously notified to Sport Integrity Australia.

4.3 Submitting a Report

- (a) Any person wanting to report a potential Alleged Breach of an Eligible Policy which they have witnessed or otherwise have information about should submit their Report to Sport Integrity Australia using the form at <https://sportintegrity.gov.au/independent-complaint-handling-process-football> (**Reports Form**), on or before 31 January 2022.

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- (b) A Report Form may be submitted on behalf of FA or a Member Organisation by the CEO or equivalent of the organisation.

5. Complaint and Report Handling Process

5.1 Initial evaluation of whether the Complaint is Within Scope

- (a) Upon receipt of a Complaint Form, Sport Integrity Australia must initially evaluate whether the Complaint:
 - (i) relates to an Alleged Breach and is therefore within the scope of this Complaint and Report Handling Process (**Within Scope**);
 - (ii) has been submitted by an Eligible Complainant; and/or
 - (iii) should be reported to law enforcement or a child protection agency, in which case Sport Integrity Australia must do so.
- (b) If the Complaint is not Within Scope, the process under this Policy is permanently discontinued.
- (c) If the Complaint has been submitted by a person other than an Eligible Complainant, it will instead be treated as a Report.
- (d) If a Complaint falls within the circumstances set out in clause 5.1(a)(iii), it will be handled in accordance with clause 5.5.
- (e) Sport Integrity Australia may notify FA of any Complaints that are not Within Scope and FA may take any subsequent steps in relation to such Complaints in accordance with the FA Statutes. No identifying details of the Complainant will be provided without the Complainant's consent.
- (f) A decision by Sport Integrity Australia that a Complaint is not Within Scope is final and binding.
- (g) Any Complaint submitted to Sport Integrity Australia after 31 January 2022 pursuant to this Policy will be deemed not to be Within Scope and will not be handled under this Complaint and Report Handling Process.

5.2 Evaluation of Reports

- (a) Upon receipt of a Report Form, Sport Integrity Australia will initially evaluate whether the Report:
 - (i) relates to an Alleged Breach which is Within Scope of this Complaint and Report Handling Process;
 - (ii) contains sufficient evidence to warrant an investigation; and/or
 - (iii) should be reported to law enforcement or a child protection agency, in which case Sport Integrity Australia must do so.
- (b) If the Report does not relate to one or more Alleged Breaches that are Within Scope, Sport Integrity Australia will take no further action.
- (c) Sport Integrity Australia may consider information contained in multiple Reports in forming a decision about whether to commence an investigation into an Alleged Breach under clause 5.3.
- (d) Sport Integrity Australia may notify FA of any Reports that are not Within Scope and FA may take any subsequent steps in relation to such Reports in accordance with

the FA Statutes. No identifying details of the Reporter will be provided without the Reporter's consent.

5.3 Investigation

- (a) If a Complaint is found to be Within Scope and is not permanently discontinued, Sport Integrity Australia will undertake an investigation and may collect further information to determine the most appropriate Resolution Process to deal with the Complaint.
- (b) Sport Integrity Australia may also undertake an investigation under this clause 5.3 where it forms the view on the basis of one or more Reports that there has potentially been an Alleged Breach of an Eligible Policy which is Within Scope of this Policy.
- (c) Sport Integrity Australia may permanently discontinue an investigation at any time if:
 - (i) the Complaint or Report is later determined not to be Within Scope; or
 - (ii) if it considers in its discretion that there is insufficient evidence to proceed with an investigation (for example, due to a Report being submitted by a Reporter where there is a lack of other identified witnesses, an inability to identify the target of the conduct, and/or where the target of the conduct does not consent to be involved in an investigation).
- (d) An investigation may be conducted in such manner as determined by Sport Integrity Australia in its absolute discretion subject to clauses 5.3(e) and (f) below.
- (e) This investigation may or may not involve formal interviews and collection of additional evidence at Sport Integrity Australia's discretion. Respondents will be accorded procedural fairness and will be given a reasonable opportunity to respond to any allegation against them which is being investigated by Sport Integrity Australia under this Policy.
- (f) The information that a Respondent will be entitled to in an investigation is set out in clause 5.11(b).

5.4 Provisional Action

- (a) Where the Alleged Breach involves behaviour that:
 - (i) may be Prohibited Conduct against a Vulnerable Person; and/or
 - (ii) has resulted or may result in Serious Criminal Charges being laid against the Respondent; and/or
 - (iii) suggests there is a further or ongoing risk of harm being suffered by one or more persons involved in Football including any Vulnerable Persons,

Sport Integrity Australia, in its absolute discretion, will determine whether any Provisional Action(s) will be taken by FA in order to protect FA's Members and/or the reputation of FA and/or Football.

- (b) Provisional Action includes, but is not limited to, suspension, restriction of duties or temporary redeployment, suspension or restriction of rights, privileges and benefits, or any other action(s) at the discretion of Sport Integrity Australia, including seeking advice from FA.

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- (c) Sport Integrity Australia will notify the FA Complaint Manager of any Provisional Action to be imposed on a Respondent and the FA Complaint Manager will ensure that FA implements the Provisional Action as soon as reasonably possible.
 - (d) If Provisional Action is imposed, a Respondent may seek to have that decision reviewed only by an expedited hearing convened in accordance with clause 7. An expedited hearing convened under this clause will only consider the decision to impose the Provisional Action and will not consider the merits of the Complaint.

5.5 External Referral

- (a) Sport Integrity Australia may, at any time before or while dealing with a Complaint or Report under this Policy, refer the Complaint or Report to a law enforcement agency, government or regulatory authority or child protection agency.
- (b) If an external referral is made, Sport Integrity Australia may suspend the Complaint and Report Handling Process pending external resolution. For Complaints referred under this clause 5.5, Sport Integrity Australia will inform the Complainant of any such decision unless directed not to do so by the external referral organisation.
- (c) If the Complaint and Report Handling Process is suspended due to an external referral, Sport Integrity Australia must determine whether any Provisional Action should be taken against the Respondent under clause 5.4.
- (d) If the Complaint or Report is not resolved by the external referral organisation and is referred back to Sport Integrity Australia, Sport Integrity Australia may resume the Complaint and Report Handling Process.

5.6 Referral to Alternative Dispute Resolution

- (a) At any time after determining that a Complaint is Within Scope but before making a determination as to whether to issue a Breach Notice in accordance with clause 5.7, Sport Integrity Australia may, where it considers it appropriate to do so, refer the Complainant and the Respondent to Alternative Dispute Resolution to be facilitated by the NST and direct the FA Complaint Manager to coordinate the process.
- (b) FA, the Respondent or the Complainant may, at any time before a determination is made under clause 5.7, request that Sport Integrity Australia refer a matter to Alternative Dispute Resolution within this Policy and Sport Integrity Australia may refer the matter under clause 5.6(a) if it considers it appropriate to do so.

5.7 Determination

- (a) After concluding its investigation of a Complaint or a Report under clause 5.3, subject to the outcome of any Alternative Dispute Resolution process conducted under clause 5.6, Sport Integrity Australia will determine in respect of each of the Alleged Breach(es) whether, on the balance of probabilities:
 - (i) there is in its opinion evidence that is capable of supporting a finding that the Respondent has breached a relevant provision of an Eligible Policy;
 - (ii) it is unsubstantiated; or
 - (iii) it is unable to be substantiated.
- (b) Where Sport Integrity Australia makes a determination in accordance with clause 5.7(a)(i), it will determine that:

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- (i) a Breach Notice should be issued; and
 - (ii) the Sanction which it considers that FA should impose, if the Breach is established or admitted.
- (c) Where Sport Integrity Australia makes a determination in accordance with clause 5.7(a)(ii) or 5.7(a)(iii), it will take no further action and Sport Integrity Australia will notify the Parties of this outcome and must keep a record of the Complaint or Report.

5.8 Breach Notice

- (a) Where Sport Integrity Australia determines that a Breach Notice is to be issued, it will notify FA of this, including Sport Integrity Australia's findings and recommendations as to:
- (i) the Alleged Breach, including the alleged conduct and the relevant section(s) of the Eligible Policy that in the opinion of Sport Integrity Australia is capable of being established by the evidence as having been breached; and
 - (ii) the Sanction which it considers FA should impose, if the Alleged Breach is established or admitted (including any discounted Sanction that should be offered if a Respondent admits the Alleged Breach).
- (b) FA will implement Sport Integrity Australia's recommendations under clause 5.8(a) by issuing to the Respondent as soon as reasonably practicable a Breach Notice which will:
- (i) notify the Respondent of the Alleged Breach, including the alleged conduct and relevant section(s) of the Eligible Policy that have been breached;
 - (ii) state the proposed Sanction for the Alleged Breach which will be imposed by FA;
 - (iii) state that the Sanction may be publicly disclosed;
 - (iv) state that the Respondent has a right to a hearing in relation to the Alleged Breach and/or the proposed Sanction;
 - (v) state that the Respondent may admit the Alleged Breach, waive their right to a hearing and accept the proposed Sanction or the proposed discounted Sanction (if applicable);
 - (vi) state that if the Respondent does not respond within 14 days of receipt of the Breach Notice, they will be deemed to have admitted the Alleged Breach, waived their right to a hearing and accepted the proposed Sanction; and
 - (vii) state that any response to the Breach Notice must be made to FA, and provide the Respondent with the contact details of the FA Complaint Manager.
- (c) In response to a Breach Notice, a Respondent may:
- (i) admit the Alleged Breach, waive their right to a hearing and accept the proposed Sanction or proposed discounted Sanction (if applicable);
 - (ii) dispute the Alleged Breach and/or the proposed Sanction, in which case the Alleged Breach will be referred to a Hearing Tribunal under this Policy; or
 - (iii) 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.
- (d) A Respondent has 14 days from receipt of the Breach Notice to notify the FA Complaints Manager of their decision.

5.9 Resolution without a hearing

Where a Respondent admits the Alleged Breach (thereafter, a **Breach**), waives their right to a hearing and accepts the Sanction, or is deemed to have done so, the FA Complaint Manager must take all necessary steps to impose and implement the Sanction (if applicable), and proceed to finalising the Complaint in accordance with clause 9.

5.10 Referral to a hearing

- (a) If the Respondent disputes the Alleged Breach and/or Sanction, the FA Complaint Manager must refer the Alleged Breach to the NST General Division for arbitration.
- (b) FA is responsible for making the application and paying any application and service fees to the NST. The charges may be apportioned in accordance with the NST Legislation.
- (c) FA Complaint Manager must notify Sport Integrity Australia if the matter is referred to a hearing under this clause.

5.11 Notifications to Parties during Complaint and Report Handling Process

- (a) Sport Integrity Australia will communicate with the Complainant and the Respondent at appropriate intervals throughout the Complaint and Report Handling Process to keep them informed about the process until a Resolution Process has been determined or the Complaint and Report Handling Process is otherwise discontinued, including:
 - (i) notifying the Complainant of whether the Complaint is Within Scope, including whether it has been referred to an external referral organisation;
 - (ii) after a Complaint is determined to be Within Scope and when Sport Integrity Australia considers that it is appropriate to do so, notifying the Respondent that a Complaint has been made against them;
 - (iii) notifying both the Complainant and the Respondent if the Complaint is referred to Alternative Dispute Resolution under clause 5.6;
 - (iv) notifying the Complainant of the Resolution Process adopted; and
 - (v) notifying the Complainant of the outcome of the Complaint and Report Handling Process when it has been finalised in accordance with clause 9.
- (b) Where an investigation is commenced on the basis of a Report, there will be no Complainant for the purposes of the Complaint and Report Handling Process. The Reporter will not be entitled to ongoing information or communication.
- (c) The Respondent will not be entitled to a copy of the Complaint Form or Report Form as submitted to Sport Integrity Australia but will be provided with a summary of the Alleged Breach(es) and sufficient details of the allegations to allow them to respond. Both the Complainant and the Respondent will be informed of any relevant additional information that becomes known as part of the investigation process and provided with a reasonable opportunity to respond.
- (d) Sport Integrity Australia will communicate to the FA Complaint Manager throughout the Complaint and Report Handling Process as follows:
 - (i) regularly reporting on the number, the general nature and the outcome of Complaints and Reports (but without revealing confidential information about a Complaint or Report that is presently being investigated); and
 - (ii) notifying FA of any matters which FA is required to implement in accordance with this Policy including any Provisional Actions, referral to Alternative

Dispute Resolution, or Resolution Process determined by Sport Integrity Australia.

- (e) FA will be responsible for communicating with the Respondent as follows:
 - (i) notifying the Respondent of any Provisional Actions to be put in place; and
 - (ii) providing a Breach Notice to the Respondent.
- (f) FA will be responsible for communicating with the Respondent throughout the Resolution Process following the issue of a Breach Notice. FA will notify both the Complainant and the Respondent of the outcome of the Complaint and Report Handling Process following the issue of a Breach Notice when it has been finalised in accordance with clause 9.

5.12 Unreasonable demands/behaviours

Where a Complainant makes unreasonable demands or exhibits unreasonable behaviour during the Complaint and Report Handling Process, such as:

- (a) raising the same issues, which have previously been reported to Sport Integrity Australia under this Policy, without presenting new evidence;
- (b) unreasonable persistence regarding outcomes;
- (c) unreasonable demands relating to timeframes for resolutions;
- (d) being rude, aggressive, or abusive towards Sport Integrity Australia or FA staff,

Complaints may not be acknowledged and FA or Sport Integrity Australia may exercise discretion to minimise or control its dealings with the Complainant. The Complainant will be given clear advice and reasons why.

6. Sanctions

- (a) Where a Respondent is found to have committed a Breach of an Eligible Policy following the issue of a Breach Notice, or a finding in a Hearings Tribunal (if applicable), FA will impose the relevant Sanction on that Respondent.
- (b) The Sanction may include any of the following measures (but is not limited to these measures), or any combination of such, provided that such sanction was available under the FA Constitution at the time of the Breach:
 - (i) a reprimand or warning;
 - (ii) verbal or written apology;
 - (iii) direction to attend counselling or training to address their behaviour;
 - (iv) suspended Sanction and/or good behaviour period;
 - (v) removal of accreditation;
 - (vi) removal or withdrawal of awards or achievements (such as life membership);
 - (vii) exclusion from a particular event or events, competition, or activity;
 - (viii) suspension of membership from FA or a Member Organisation and any other members or affiliates;
 - (ix) suspension from such activities or events held by or under the auspices of FA or a Member Organisation;
 - (x) suspension and/or termination of any rights, privileges and benefits provided by FA or a Member Organisation;
 - (xi) expulsion from FA or a Member Organisation; and
 - (xii) any other form of discipline that is considered appropriate.

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- (c) Sport Integrity Australia or a Hearings Tribunal (if applicable) have absolute discretion to determine the appropriate Sanction to be imposed by FA, including as to whether a combination of measures is to be imposed, and the terms and the period of any measures, subject to clause 6(d).
 - (d) A financial penalty may only be imposed by FA as or as part of a Sanction where the Respondent is an incorporated entity.
 - (e) The following factors will be considered when determining the appropriate Sanction to be imposed by FA:
 - (i) the nature and seriousness of the behaviour or incidents;
 - (ii) the considerations (if any) of the Complainant;
 - (iii) the contrition, or lack thereof, of the Respondent;
 - (iv) any Provisional Action taken in relation to the Breach;
 - (v) the effect of the Sanction on a Respondent including any personal, professional, or financial consequences;
 - (vi) if there have been relevant prior warnings or disciplinary action against the Respondent; and
 - (vii) if there are any mitigating circumstances.
 - (f) If there is more than one Breach of an Eligible Policy, where appropriate, the Sanction may be imposed having regard to all of the Breaches considered together, and the seriousness of the overall conduct in question.
 - (g) Sanctions imposed under this Policy will commence from the date of the decision, unless otherwise directed.

7. Hearings Tribunal

7.1 Arbitration in the NST

- (a) If arbitration is sought, the NST General Division will determine whether:
 - (i) the Provisional Action to be imposed by FA is disproportionate; or
 - (ii) the Alleged Breach is established, and if so, what Sanction if any is to be imposed by FA, in accordance with clause 6.
- (b) The procedure for an arbitration in the NST General Division will be in accordance with the NST Legislation.

7.2 Parties and right to attend hearings

- (a) The parties to a proceeding before the NST will be:
 - (i) FA; and
 - (ii) the Respondent.
- (b) FA may appoint Sport Integrity Australia to act on behalf of FA as its agent in the proceedings in matters where agreed with Sport Integrity Australia. In circumstances where Sport Integrity Australia is not acting for FA, it may attend the hearing as an observer or as an interested party.

7.3 Notification of Hearings Tribunal decision

The NST will notify the parties to the proceeding of the decision in accordance with its relevant procedures, after which the FA Complaint Manager will:

- (a) notify and provide a copy of the decision to Sport Integrity Australia (if not already done); and
- (b) subject to any appeal under clause 8, proceed with finalising the Complaint or Report in accordance with clause 10.

8. Appeals

8.1 Decisions subject to appeal

A decision of a Hearings Tribunal under clause 7.1(a) may be appealed as set out in this clause 8.

8.2 Persons entitled to appeal

The following persons are entitled to appeal a decision of a Hearings Tribunal under clause 7.1(a) of this Policy:

- (a) FA; and
- (b) the Respondent,

(each an **Appellant**).

8.3 Grounds of appeal

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

- (a) the Hearings Tribunal failed to properly apply this Policy or to properly apply the relevant Eligible Policy;
- (b) the Appellant was denied procedural fairness; and/or
- (c) no reasonable decision maker in the position of the Hearings Tribunal, based on the material before them, could reasonably make such a decision.

8.4 Notice of appeal

To submit a valid Notice of Appeal, an Appellant must, within 14 days of the date of receipt of the decision made by the NST General Division:

- (a) lodge an 'Application for an Appeal' form with the NST, which must state in full their Grounds of Appeal;
- (b) pay the requisite application fee; and
- (c) serve, by email, by post, or physically, on the other party to the appeal a copy of the 'Application for an Appeal',

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

8.5 Appeals in the NST Appeals Division

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- (a) If an Appellant lodges a valid Notice of Appeal in the NST Appeals Division, the NST will determine the matter.
 - (b) The procedure for an appeal in the NST Appeals Divisions will be in accordance with the NST Legislation.

8.6 Determination for Appeal Tribunal

The Appeals Tribunal's arbitration of the appeal:

- (a) must determine, to the Standard of Proof, whether one or all of the Grounds of Appeal (as applicable) are proven, and must not rehear the matter or the facts of the Alleged Breach; and
- (b) may result in the Appeals Tribunal removing, or altering the Sanction to be imposed by FA on a Respondent, in accordance with clause 6.

8.7 Notification of Appeal Tribunal decision

The Appeal Tribunal will notify the parties to the proceeding of the decision in accordance with its relevant procedures, after which the FA Complaint Manager will:

- (a) notify and provide a copy of the decision to Sport Integrity Australia (if not already done); and
- (b) proceed to finalising the Complaint or Report in accordance with clause 9.

9. Finalising Complaints

9.1 Finalisation of Resolution Process

- (a) A Resolution Process will be finalised, and an outcome reached when:
 - (i) Sport Integrity Australia determines that no further action will be taken and Sport Integrity Australia notifies the relevant parties of its determination under clause 5.7(c);
 - (ii) Breach Notice – where the Respondent admits the Alleged Breach, waives their right to a hearing and accepts the Sanction to be imposed by FA, or is deemed to have done so under clause 5.8(c)(iii);
 - (iii) Hearings Tribunal - where the parties to the proceeding are notified of the decision and no appeal has been filed; or
 - (iv) Appeal Tribunal - where the parties to the proceeding are notified of the decision.
- (b) Once the applicable Resolution 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.

9.2 Notification of outcome and implementation of Sanction

When a Resolution Process is finalised, FA will:

- (a) take all necessary steps to implement any Sanction imposed (if applicable); and
- (b) ensure FA publicly discloses the matters referred to in clause 3.10(b) (if applicable).

9.3 Recording Decisions and Outcomes

- (a) Sport Integrity Australia will keep records of all Complaints and Reports for a minimum of seven (7) years from the date the Resolution Process is finalised, which will include at a minimum a record (including dates, where relevant) of:
 - (i) the Alleged Breach;
 - (ii) the Complainant;
 - (iii) the Respondent;
 - (iv) the Resolution Process;
 - (v) the Outcome; and
 - (vi) any Sanctions and/or Provisional Action imposed.
- (b) For all Complaints and Reports that are finalised in accordance with clauses 9.1(a)(ii) to 9.1(a)(iv), FA will keep records of such Complaints/Reports for a minimum of seven (7) years from the date the Resolution Process is finalised, which will include at a minimum a record (including dates, where relevant) of:
 - (i) the Alleged Breach;
 - (ii) the Complainant;
 - (iii) the Respondent;
 - (iv) the Resolution Process;
 - (v) the Outcome; and
 - (vi) any Sanctions and/or Provisional Action imposed.
- (c) Records must be maintained in a secure and confidential place, which may be electronically.

10. Other Information

10.1 Commencement

This Policy commences on the date printed on the front cover (**Commencement Date**).

10.2 Notice

- (a) Any document required to be provided under this Policy may be given by:
 - (i) sending it to an email or other electronic address, or to a postal address, nominated by the recipient party; or
 - (ii) email, post, or hand delivering it to that party's registered office.
- (b) 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.
- (c) Relevant Persons are responsible for keeping their contact details up to date with FA they are associated with, as appropriate. Delivery to the last known address is sufficient in circumstances where the current whereabouts of a Relevant Person are not known.

10.3 Disputes under this Policy

Where a dispute arises in relation to the application of this Policy, the NST has exclusive jurisdiction to determine such disputes. Each Member and FA submits to the exclusive jurisdiction of the NST and may not bring a claim in any court of law or other tribunal.

APPENDIX A – Definitions of Prohibited Conduct

1. **Abuse** must be behaviour of a nature and level of seriousness which includes, but is not limited to:
 - (a) physical abuse and assault including hitting, slapping, punching, kicking, destroying property, sleep, and food deprivation, forced feeding, unreasonable physical restraint, spitting at another person or biting;
 - (b) sexual abuse including rape and assault, using sexually degrading insults, forced sex or sexual acts, deliberately causing pain during sex, unwanted touching or exposure to pornography, sexual jokes, using sex to coerce compliance;
 - (c) emotional abuse such as repeated and intentional embarrassment in public, preventing or excluding someone from participating in sport activities, stalking, humiliation, or intimidation;
 - (d) verbal abuse such as repeated or severe insults, name calling, criticism, swearing and humiliation, attacks on someone's intelligence, body shaming, or aggressive yelling;
 - (e) financial abuse such as restricting access to bank accounts, taking control of finances and money, forbidding someone from working, taking someone's pay and not allowing them to access it;
 - (f) neglect of a person's needs.

2. **Bullying** must be behaviour of a nature and level of seriousness which includes, but is not limited to, repeatedly:
 - (a) keeping someone out of a group (online or offline);
 - (b) acting in an unpleasant way near or towards someone;
 - (c) giving nasty looks, making rude gestures, calling names, being rude and impolite, constantly negative and teasing;
 - (d) spreading rumours or lies, or misrepresenting someone (i.e. using their social media account to post messages as if it were them);
 - (e) 'fooling around', 'messaging about' or other random or supposedly playful conduct that goes too far;
 - (f) harassing someone based on their race, sex, religion, gender, or a disability;
 - (g) intentionally and repeatedly hurting someone physically;
 - (h) intentionally stalking someone; and
 - (i) taking advantage of any power over someone else,
but does not include legitimate and reasonable:
 - (1) management action;
 - (2) management processes;
 - (3) disciplinary action; or
 - (4) allocation of activities in compliance with agreed systems.

3. Child Abuse is the mistreatment of a Child that:

- (a) causes, is causing or is likely to cause any detrimental effect so that a Child's physical, psychological, or emotional wellbeing; or
- (b) does, or is likely to, endanger that a Child's physical or emotional health, development, or wellbeing,

whether through a:

- (c) single act, omission, or circumstance; or
- (d) series or combination of acts, omissions, or circumstances,

and includes:

- (e) **Physical Abuse**, which occurs when a person subjects a Child to application of physical force, which may cause injury intentionally or inadvertently as a result of physical punishment or the aggressive treatment of a Child. Physically abusive behaviour includes, but is not limited to:
 - shoving, hitting, slapping, shaking, throwing, punching, biting, burning, kicking; and
 - harmful training methods or overtraining where there is the potential to result in damage to a Child's physical development.
- (f) **Emotional or Psychological Abuse**, which occurs when a Child does not receive the love, affection, or attention they need for healthy emotional, psychological, and social development or are exposed to violence/abuse against other Children or adults. Such abuse may involve:
 - repeated rejection or threats to a Child;
 - constant criticism, teasing, ignoring, threatening, yelling, scapegoating, ridicule, intentional exclusion, continual coldness, and rejection;
 - Bullying and Harassment;
 - harmful training methods or overtraining where there is the potential to result in damage to a Child's physical, intellectual, or emotional wellbeing and development.
- (g) **Sexual Abuse**, which occurs when an adult, or a person in authority (i.e. older, or younger but more physically or intellectually developed) involves a Child in any sexual activity. A child cannot provide consent, therefore even if 'consent' is given, it still constitutes sexual abuse.

Perpetrators of sexual abuse take advantage of their power, authority, or position over the Child for their own benefit. It can include making sexual comments to a Child, kissing, touching a Child's genitals or breasts, oral sex, or intercourse with a Child.

Sexual exploitation is a form of Sexual Abuse and occurs when Children are forced into or involved in sexual activities that are then unlawfully recorded in some way, or recorded without the consent of one or more parties, or used to produce child sexual abuse material. Such material can be in the form of photographs or videos, whether published or circulated on the internet or social media. Encouraging a Child to view pornographic videos, websites, or images, or engaging a Child to participate in sexual conversations over social media or otherwise is also considered sexual exploitation.

- (h) **Neglect**, which is the persistent failure or deliberate failure or denial to meet a Child's basic needs. Child Neglect includes the failure to provide adequate food, clothing, shelter, adequate supervision, clean water, medical attention, or supervision to the extent that the Child's health and development is or is likely to be harmed. Types of neglect include physical, medical, emotional, educational neglect and abandonment.

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- (i) **Exposure to Family Violence**, which is any abusive behaviour used by a person in a relationship to gain and maintain control over their partner or ex-partner. It can include a broad range of behaviour that causes fear and physical and/or psychological harm. If a Child is living in a household where there have been incidents of domestic violence, then they may be at risk of significant physical and/or psychological harm.
- 4. Child grooming**, which is the process of developing influence over a Child and gaining a Child's trust, to create an environment in which abuse can occur. A combination of two or more of the following behaviours would be considered grooming behaviour:
- (a) giving gifts or special attention to a Child or their parent/guardian.
 - (b) asking a Child to keep secrets from their parent/guardian.
 - (c) controlling a Child through threats, force or use of authority.
 - (d) spending time alone with a Child outside of official sporting activities.
 - (e) connecting with a Child online through social media or chat rooms.
 - (f) making close physical contact sexual, such as inappropriate tickling and wrestling.
 - (g) openly or pretending to accidentally expose the victim to nudity, sexual material and sexual acts.
- 5. Endangering the safety of a Child**, which is any behaviour involving a Child that is objectively age inappropriate and/or places the Child at risk of harm, including but not limited to behaviour such as:
- (h) supplying alcohol, drugs (including tobacco) or medicines, except with the consent of the parent, guardian, or carer of the Child and under a valid prescription for that Child and at the prescribed dosage.
 - (a) having one on one contact with a Child outside of authorised sport activities (includes direct contact such as in-person as well as indirect, such as by phone, or online).
 - (b) discriminating against any Child, including on the basis of gender identity, culture, race, or disability.
 - (c) taking disciplinary action involving physical punishment or any form of treatment that could reasonably be considered as degrading, cruel, frightening or humiliating.
- 6. Harassment** must be behaviour of a nature and level of seriousness which includes, but is not limited to:
- (a) telling insulting jokes about racial groups;
 - (b) sending explicit or sexually suggestive emails or text messages;
 - (c) displaying racially offensive or pornographic images or screen savers;
 - (d) making derogatory comments or taunts about someone's race;
 - (e) asking intrusive questions about someone's personal life, including his or her sex life;
 - (f) sexual harassment or any of the above conduct in the workplace by employers, co-workers, and other workplace participants;
 - (g) any of the above conduct in the workplace, based on or linked to a person's disability or the disability of an associate; and
 - (h) offensive behaviour based on race or racial hatred, such as something done in public that offends, insults, or humiliates a person or group of people because of their race,
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colour or nationality or ethnicity.

7. Sexual Misconduct is behaviour including, but not limited to:

- (a) unwelcome touching;
- (b) staring or leering;
- (c) suggestive comments or jokes;
- (d) showing or sharing sexually explicit images or pictures;
- (e) unwanted invitations to go out on dates;
- (f) requests for sex;
- (g) intrusive questions about a person's private life or body;
- (h) unnecessary familiarity, such as deliberately brushing up against a person;
- (i) insults or taunts based on sex;
- (j) sexually explicit physical contact;
- (k) sending sexually explicit or suggestive emails, texts, or other electronic/social media messages;
- (l) displaying pornographic images or screen savers;
- (m) asking intrusive questions about someone's personal life, including about his or her sex life; and
- (n) criminal offences such as rape, indecent or sexual assault, sexual penetration, or relationship with a child under the age of 16 and possession of child pornography.

8. Unlawful Discrimination is unfair treatment based on a person's:

- (a) age;
- (b) disability;
- (c) race, colour, nationality, ethnicity, or migrant status;
- (d) sex, pregnancy, marital or relationship status, family responsibilities or breastfeeding; and
- (e) sexual orientation, gender identity or intersex status.

9. Victimisation is behaviour including, but not limited to:

- (a) dismissal of an employee/volunteer or disadvantage to their employment/involvement in sport;
- (b) alteration of an employee's position or duties to his or her disadvantage;
- (c) discrimination between an employee and other employees;
- (d) repeated failure to select an individual on merit;
- (e) a reduction in future contract value; and
- (f) removal of coaching and other financial and non-financial support.

10. Vilification is behaviour including, but not limited to:

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- (a) speaking about a person's race or religion in a way that could make other people dislike, hate, or ridicule them;
 - (b) publishing claims that a racial or religious group is involved in serious crimes without any evidence in support;
 - (c) repeated and serious verbal or physical abuse about the race or religion of another person;
 - (d) encouraging violence against people who belong to a particular race or religion, or damaging their property; and
 - (e) encouraging people to hate a racial or religious group using flyers, stickers, posters, a speech, or publication, or using websites or email.