



# Netball Australia TRIBUNAL RULES

1 February 2025

## NETBALL AUSTRALIA TRIBUNAL RULES

*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.*

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

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## ESTABLISHMENT AND PROCEDURAL MATTERS

### 1. Status

- 1.1 These Tribunal Rules are made by the Board under the powers conferred on them under Rule 36 of the Constitution.
- 1.2 These Tribunal Rules come into effect on the Effective Date and remain in effect until amended, repealed or replaced by the Board.

### 2. Definitions

- 2.1 Defined terms not otherwise defined in these Tribunal Rules have been defined in, and have the meaning given to them in the Netball Integrity Policy Framework, Conduct & Disciplinary Policy.
- 2.2 In these Tribunal Rules, the following definitions apply:

***ANPA*** means Australia Netball Players' Association.

***Appeals Chair*** has the meaning given in Rule 32.1.

***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.

***Business Day*** means a day on which banks are open for general banking business in Victoria, excluding Saturdays and Sundays and gazetted public holidays.

***Competition & Compliance Rules*** means the Competition & Compliance Rules that apply to the SSN from time to time.

***Constitution*** means NA's Constitution dated 12 May 2021.

***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.

**Determination** means a determination made by the Tribunal or the Appeals Tribunal in accordance with Rule 39 of Part D or Rule 44 of Part E (as the case may be).

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

**Disciplinary Matters** has the meaning given in Rule 3.1.

**Effective Date** means the effective date detailed in the Version History of this Policy.

**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.

**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 a 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.

**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.

**Notice of Appeal** means the notice of appeal referred to in Rule 32.1, as set out in Appendix B.

**Off Court Misconduct** means any alleged Misconduct that is not On Court Misconduct.

**On Court Misconduct** means any alleged Misconduct that has occurred before, during or after the Match. The incident must have occurred within the confines of the Match venue or its immediate surrounds, and may be made regardless of any action taken by the Umpires during the Match.

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

**Relevant Organisation** means any of the following organisations:

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

**Relevant Person** means any of the following persons:

- a) **Affiliate Person**;
- b) **Participant**;
- c) **Volunteer**, which means any person engaged by NA or Netball Organisation in any capacity who is not otherwise a Participant;
- d) **Non-Member Person**;

- e) any other person who has agreed to be bound by the Policies, and has notified NA.

**Report** means the report referred to in Rule 8.1, as set out in Appendix A.

**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.

**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 an MO or SSN Club that is participating in a Match and/or that Contracts a Participant.

**Team Associate** has the meaning given in the Competition & Compliance Rules.

**Team Owner** has the meaning given in the Competition & Compliance Rules.

**Team Owner Representative** means a person employed by or acting for or on behalf of the Team Owner.

**Team Licence Agreement** (TLA) means a team participation agreement between NA and a Team Owner in respect of an SSN Team's licence to participate in the SSN.

**Tribunal Member** means a person who is appointed to the Tribunal Panel.

**Tribunal Panel** means the panel of Tribunal Members established and maintained by NA in accordance with the Netball Australia Tribunal Panel – Terms of Reference set out in Appendix D to these Tribunal Rules.

**Umpires** includes any person who:

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



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

***Vulnerable Person*** means a person who is:

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

### 3. Purpose

3.1 The purpose of these Tribunal Rules is to detail the procedural rules that apply:

3.1.1 Section 1: in the event that a Participant is alleged to have committed a breach of the Code of Conduct or any of the Netball Integrity Policies, where the NA Tribunal has jurisdiction (**Disciplinary Matters**). For the avoidance of doubt, the NA Tribunal does not have jurisdiction over the Child Safeguarding Policy or the Member Protection Policy unless clause 6.1.4 of the Netball Integrity Policy Framework, Conduct and Disciplinary Policy applies;

3.1.2 Section 2: in the event that a matter is referred to the Tribunal in accordance with clause 17.2 of the Team Licence Agreement or the SSN Funding & Commercial Agreement (**TLA Disputes**);

3.1.3 Section 3: in the event that a matter is referred to the Tribunal in accordance with Schedule 6 of the Collective Player Agreement (**CPA Disputes**); or

3.1.4 Section 4: in the event of a dispute between NA and the ANPA in accordance with the Collective Player Agreement (**NA and ANPA Disputes**).

3.2 The NA Tribunal and NA Appeals Tribunal has jurisdiction to make Determinations in relation to Disciplinary Matters, TLA Disputes, CPA Disputes and NA and ANPA Disputes in accordance with these Tribunal Rules.

3.3 If there is any uncertainty as to whether the jurisdiction of these Tribunal Rules applies to a particular matter, the Tribunal will determine which body will hear the application and such determination will be final and binding.

### 4. Objective

4.1 The objective of these Tribunal Rules is to enable the Tribunal and the Appeals Tribunal to hear and determine Disciplinary Matters, TLA Disputes, CPA Disputes and NA and ANPA Disputes utilising a robust disciplinary procedure pursuant to which all matters of disputes and improper conduct can be dealt with fairly, impartially, independently, with certainty and in an expeditious manner.

### 5. Exclusive Jurisdiction

- 5.1 Each of the Netball Organisations, Team Owners and Participants submit exclusively to the jurisdiction of these Tribunal Rules in respect of Disciplinary Matters, TLA Disputes, CPA Disputes, NA and ANPA Disputes or any other matter referred to the Tribunal in accordance with Appendix D: Netball Australia Tribunal Panel – Terms of Reference (*Other Matters*) and agree that:
- 5.1.1 any Disciplinary Matter, TLA Dispute, CPA Dispute, NA and ANPA Dispute or Other Matter referred to the Tribunal and the Appeals Tribunal (as the case may be) in accordance with these Tribunal Rules will be solely and exclusively heard and determined by the Tribunal and the Appeals Tribunal (as the case may be);
  - 5.1.2 they will not attempt to resolve any Disciplinary Matter, TLA Dispute, CPA Dispute, NA and ANPA Dispute or Other Matter referred to the Tribunal and the Appeals Tribunal (as the case may be) in any court of law or tribunal; and
  - 5.1.3 a Determination made under these Tribunal Rules is final and binding on all parties, with no further right to appeal other than to the Appeals Tribunal in accordance with Rule 29, and no person may institute or maintain proceedings in any court of law or tribunal in relation to such Determination.

## 6. Roles

- 6.1 The NA General Manager – Legal & Integrity, or their delegate, will:
- 6.1.1 be the central point of contact for the parties to a matter being heard by the Tribunal or the Appeals Tribunal, and for the Tribunal and the Appeals Tribunal;
  - 6.1.2 collate all submissions, documents, information and evidence relevant to a hearing, including copies of Reports, Notices of Appeal and Determinations and distribute those materials, where appropriate, to the parties to the matter and to the Tribunal, Appeals Tribunal and Tribunal Counsel (as required);
  - 6.1.3 convene hearings and assist the Tribunal and the Appeals Tribunal in the scheduling and conduct of any hearings;
  - 6.1.4 communicate to the parties the Determinations of the Tribunal and the Appeals Tribunal; and
  - 6.1.5 perform all tasks necessary to ensure the efficient operation of the Tribunal and the Appeals Tribunal and any other functions as directed from time to time by the Tribunal or the Appeals Tribunal.

## 7. Appointment of Tribunal Counsel

- 7.1 The NA General Manager – Legal & Integrity will appoint a Tribunal Counsel to assist in any Disciplinary Matter.

## SECTION 1: DISCIPLINARY MATTERS

## Part A: Reports & Notification

### 8. Reports

- 8.1 Any one of the following individuals may refer an allegation concerning a Disciplinary Matter to NA by lodging a fully completed Report (in the form of Appendix A) with the NA General Manager – Legal & Integrity within the timeframe stipulated under Rule 8.2 or Rule 8.4 below.
- 8.2 For “On Court Misconduct” (see Definitions) by:
- 8.2.1 either:
- 8.2.1.1 the Umpire(s) officiating the Match in which the alleged offence took place; or
- 8.2.1.2 the CEO of either Team participating in the Match in which the alleged offence took place,
- within 24 hours of the conclusion of the Match, or
- 8.2.2 the NA CEO (or their delegate which may be the NA General Manager – Legal & Integrity), as soon as practicable, and in any event no later than 72 hours after either the alleged offence took place, or the alleged offence was brought to the attention of the NA CEO (or their delegate which may be the NA General Manager – Legal & Integrity), whichever is later.
- 8.3 A On Court Misconduct Report (in accordance with Rule 10.4) can only be made if:
- 8.3.1 ‘in play’ disciplinary action does not adequately address the Participant’s conduct (whether such action is taken by the officiating Umpires or not); or
- 8.3.2 the alleged offence does not occur ‘in play’ and therefore the WN Rules and Regulations (and SSN Rules of the Game) do not apply to the alleged conduct.
- 8.4 For “Off Court Misconduct” (see Definitions) by:
- 8.4.1 the NA CEO (or their delegate, which may be the NA General Manager – Legal & Integrity); or
- 8.4.2 a Team CEO in respect of which the relevant Participant is employed, contracted or affiliated with,
- as soon as practicable, and in any event no later than 7 days after either the alleged offence took place, or the alleged offence was brought to the attention of the person who lodged the report, whichever is later.
- 8.5 Any allegation or suspicion of a breach of the Competition Manipulation and Sports Wagering Policy or the Sports Medicine Policy, whatever the source, shall be referred to the NA General Manager – Legal & Integrity for investigation in accordance with Rule 9 and Clause 5 of the Competition Manipulation and Sports Wagering Policy.

### 9. Investigations & Provisional Action

- 9.1 Where there is an allegation or reasonable suspicion of a breach of a Disciplinary Matter by a Participant, without limiting any contractual right to investigate, the NA General Manager – Legal & Integrity may, at their sole discretion commence an investigation, and appoint an investigation official to determine if the Disciplinary Matter has been committed by the Participant (an **Investigation**).
- 9.2 The Participant agrees to honestly answer all questions put to them in connection with such Investigation, other than in circumstances where such an answer would render the Participant liable to prosecution for an indictable offence in Australia. The Participant will be entitled to appoint one representative and one support person to be present when all such questioning takes place.
- 9.3 The NA General Manager – Legal & Integrity, shall have discretion to:
- 9.3.1 issue a Report (in the form of Appendix A), in accordance with Rule 8;
  - 9.3.2 stay the Investigation pending the outcome of any investigations being conducted by World Netball or a relevant authority; or
  - 9.3.3 stay the Investigation pending the production of any further evidence;
  - 9.3.4 conclude the Investigation without a Report (in the form of Appendix A).
- 9.4 The NA General Manager – Legal & Integrity, shall have discretion to reopen any investigation upon receipt of further evidence in respect of the initial investigation.
- 9.5 Where the NA General Manager – Legal & Integrity determines to issue a Report (in the form of Appendix A), they must do so, as soon as practicable, following the conclusion of the Investigation. The Report will specify the matters detailed in Rule 10.4.
- 9.6 The NA General Manager – Legal & Integrity shall provide the Report to the following individuals:
- 9.6.1 Participant named in the Report;
  - 9.6.2 NA's CEO in the event that the Participant is employed, contracted or retained by NA;
  - 9.6.3 where the Participant is a member of a Team, the Team Manager of the Team; and
  - 9.6.4 the CEO of the SSN Club or MO to which the Participant is affiliated.
- 9.7 **Provisional Action**
- 9.7.1 Where a Report makes allegations concerning conduct that in the opinion of the NA General Manager – Legal & Integrity:
    - 9.7.1.1 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 Participant; and/or
    - 9.7.1.2 suggests there is a further or ongoing risk of substantial harm being suffered by one or more persons involved in netball,
- the NA General Manager – Legal & Integrity may take Provisional Action(s).

- 9.7.2 Provisional Action includes, but is not limited to, suspension, restriction of duties or temporary redeployment, suspension or restriction of the rights, privileges or benefits, or any other action(s) at the discretion of the NA General Manager – Legal & Integrity.
- 9.7.3 In the event that Provisional Action is imposed, the Participant may seek to have that decision reviewed only by an expedited hearing convened in accordance with Rule 19. An expedited hearing convened under this section shall only consider whether the decision to impose the Provisional Action is proportionate to the alleged conduct/breach, and will not consider the merits of the Report, except as is necessary to assess proportionality. Any decision of the NA Tribunal under this Rule is final and binding with no further right to appeal.

## 10. Notification

- 10.1 Subject to Rule 9.5, upon receipt of a Report (in the form of Appendix A) issued in accordance with Rule 8.1, the NA General Manager – Legal & Integrity (or their delegate) will, as soon as practicable, assess the Report to determine whether the Participant named in the Report has a case to answer. The NA General Manager – Legal & Integrity may confer with subject matter experts regarding the Report.
- 10.2 If the NA General Manager – Legal & Integrity’s assessment of the Report (in the form of Appendix A) issued in accordance with Rule 8.1 finds that the Participant has no case to answer, then the NA General Manager – Legal & Integrity will notify the person who lodged the Report of that decision, and the reasons for the determination. The person who lodged the Report may resubmit a Report, addressing the reasons of the NA General Manager – Legal & Integrity. Any subsequent Report must be made within 24 hours of notification by the NA General Manager – Legal & Integrity.
- 10.3 If the NA General Manager – Legal & Integrity’s assessment finds that there is a case to answer (either on the basis of the original Report or the subsequent Report), the NA General Manager – Legal & Integrity must, as soon as practicable, provide a copy of the Report to the following individuals:
- 10.3.1 the Participant named in the Report; and
- 10.3.2 where the Participant is a member of a Team, the Team Manager of the Team.
- 10.4 The Report will specify:
- 10.4.1 a proposed sanction, in accordance with Section 1, Part E of these Tribunal Rules;
- 10.4.2 that the Participant will have the following options:
- 10.4.2.1 the Participant may admit the offence charged and accede to the proposed sanction specified in the Report (which sanction shall be strictly at the NA General Manager – Legal & Integrity’s discretion). In such circumstances, and provided that such admission has been received by the NA General Manager – Legal & Integrity prior to the time specified in the Report, the hearing before the Tribunal will not be required and no further action will be taken, save that the proposed sanction shall be imposed and NA will promptly issue a public statement confirming (a) the commission of an

offence; and (b) the imposition of the applicable sanction specified in the Report; or

10.4.2.2 the Participant may admit the offence charged but dispute the proposed sanction specified in the Report, in which case the matter will proceed to a hearing before the Tribunal in accordance with these Tribunal Rules and the Netball Australia Tribunal Panel – Terms of Reference; or

10.4.2.3 the Participant may deny the offence charged, in which case the matter shall proceed to a hearing before the Tribunal in accordance with these Tribunal Rules and the Netball Australia Tribunal Panel – Terms of Reference; and

10.4.3 the time and date by which the Participant must respond to the Report, nominating one of the options outlined in Rule 10.4.2. The time and date must, so far as is practicable, allow sufficient time for the Participant to seek advice and/or representation. This time and date can be extended by the NA General Manager – Legal & Integrity in their discretion, acting reasonably.

10.5 The non-compliance of the Participant to respond to the Report or any extension of time in accordance with Rule 10.4.2, unless there are extenuating circumstances, shall not prevent the NA General Manager – Legal & Integrity deeming that the Report has been accepted in accordance with Rule 10.4.2.1, provided the NA General Manager – Legal & Integrity has made reasonable enquiries as to why there is no response to the Report.

10.6 As soon as reasonably practicable after receiving a returned Report, nominating a hearing before a NA Tribunal, the NA General Manager – Legal & Integrity will:

10.6.1 establish the NA Tribunal in accordance with these Tribunal Rules and the Netball Australia Tribunal Panel – Terms of Reference;

10.6.2 provide written notice to the Participant (and the Team Manager as applicable) of the following:

10.6.2.1 the Tribunal Member appointed to hear the Disciplinary Matter;

10.6.2.2 the date, time and place for the NA Tribunal hearing in accordance with Rule 11.1;

10.6.2.3 the parties required to attend the NA Tribunal hearing in accordance with Rule 11.1;

10.6.3 provide a copy of the Report to the Tribunal (and Tribunal Counsel) and each party, together with any submissions, statements, documents, information and evidence relevant to the hearing (including those lodged with the Report).

10.7 Where a Participant admits the offence and accedes to the proposed sanction specified in the Report in accordance with the procedure described in Rule 10.4, the Participant waives her/his right to any hearing and appeal in relation to the Report.

## Part B: The NA Tribunal and NA Appeals Tribunal

### 11. NA Tribunal Attendances

- 11.1 Unless exceptional circumstances apply, the following individuals must attend the hearing before the NA Tribunal or the NA Appeals Tribunal (as the case may be) at the time and place (which, at the discretion of the NA Tribunal or the NA Appeals Tribunal, may be conducted by telephone or video conference) fixed for the hearing:
- 11.1.1 the Participant named in the Report;
  - 11.1.2 the person who lodged the Report (which in the case of the NA CEO, may be their delegate); and
  - 11.1.3 the NA General Manager – Legal & Integrity (or their delegate) and the Tribunal Counsel.
- 11.2 If a party fails to appear at the time and place fixed for the hearing, the NA Tribunal or the NA Appeals Tribunal (as the case may be) may proceed to hear and determine the Disciplinary Matter and any sanction in their absence, whether or not any written submissions are made on their behalf and may draw any adverse inference from the failure to appear.
- 11.3 Individuals required to attend a hearing before the NA Tribunal or NA Appeals Tribunal (as the case may be) have the right (at their own expense) to be represented at the hearing. Where the person who lodged the Report is an Umpire or NA CEO, then that person is entitled to be represented by the NA Legal Department.

## 12. Procedural Matters

- 12.1 Subject to Rule 13.1 below, and to the further matters set out in Parts D and Parts E of these Tribunal Rules, the NA Tribunal and NA Appeals Tribunal (as the case may be) may regulate any hearing brought before them in such manner as the NA Tribunal or NA Appeals Tribunal (as the case may be) thinks fit, provided that the NA Tribunal and the NA Appeals Tribunal will:
- 12.1.1 provide any party to a hearing whose interest will be directly and adversely affected by its decision, a reasonable opportunity to be heard;
  - 12.1.2 hear and determine the matter before it in an unbiased manner;
  - 12.1.3 ensure the hearing is conducted in a manner which allows all parties a fair and reasonable opportunity to present evidence (including the right to call and to question witnesses by telephone or video-conference where necessary), address the NA Tribunal or NA Appeals Tribunal (as the case may be) and present their case; and
  - 12.1.4 conduct hearings:
    - 12.1.4.1 in private (unless the NA Tribunal or NA Appeals Tribunal (as the case may be) agrees otherwise);
    - 12.1.4.2 with as little formality and technicality and as expeditiously as proper consideration of the matter permits; and
    - 12.1.4.3 in all other respects as the NA Tribunal or NA Appeals Tribunal (as the case may be) determines, including by video or teleconference if the circumstances require.
- 12.2 The NA Tribunal will, where practicable and subject to the availability of NA Tribunal Members, endeavour to hear and determine any charge referred to it before the

Participant's next scheduled Match, irrespective of whether the hearing is scheduled at short notice or whether the hearing of the matter may affect the Participant's or the relevant Team's preparation for that Match. To the extent that the rules of natural justice require that:

- 12.2.1 a party be given adequate notice of, or sufficient time to prepare for the hearing; or
- 12.2.2 a hearing should be scheduled at a time that does not affect the Participant's or the Team's preparation for the next scheduled Match,

those requirements are expressly excluded from these Tribunal Rules.

12.3 Where video evidence relevant to the Report is available at the hearing before the NA Tribunal or NA Appeals Tribunal (as the case may be), then it may be relied upon by any party, provided that:

- 12.3.1 the Party intending to rely on the video evidence has notified all other parties and the NA Tribunal of their intentions, and provided copies of the video evidence no later than 12 hours prior to the hearing; and
- 12.3.2 all other parties shall have the right to make such representations in relation to the video evidence that they may see fit.

#### 12.4 **Vulnerable Persons**

12.4.1 Where a Report relates to a Participant that is a Vulnerable Person, the parent/guardian of the Vulnerable Person may act on behalf of the Vulnerable Person and accompany them to any interview or discussions with the NA General Manager – Legal & Integrity, Tribunal or Appeals Tribunal (including pre-hearing conferences).

### 13. **Procedural Powers**

13.1 Each of the NA Tribunal and the NA Appeals Tribunal (as the case may be) will have the power to:

- 13.1.1 direct the attendance at a hearing of any Participant;
- 13.1.2 hold a pre-hearing conference for the purposes of giving directions for a hearing;
- 13.1.3 require any Participant to supply particulars of their case or written submissions in advance of a hearing;
- 13.1.4 postpone or adjourn a hearing;
- 13.1.5 make any interim orders, directions or decisions it deems fit in any hearing before it;
- 13.1.6 give directions on any matter or thing not provided for by these Tribunal Rules in relation to any hearing before it;
- 13.1.7 admit or not admit such evidence and in such form as deemed by it to be appropriate and established by reliable means, notwithstanding any judicial rules governing the admissibility of evidence;



- 13.1.8 attach such weight to any evidence, submission or argument received as the NA Tribunal or NA Appeals Tribunal (as the case may be) sees fit;
- 13.1.9 permit the direct questioning of any witness providing evidence at a hearing;
- 13.1.10 appoint, subject to the prior approval of the Tribunal Counsel, experts to provide specialist advice, including legal advice;
- 13.1.11 conduct hearings against more than one Participant at the same time;
- 13.1.12 record any hearing solely for its own purposes;
- 13.1.13 draw any adverse inference from the failure of the charged Participant to attend at the time and place fixed for the hearing or to answer any relevant question; and
- 13.1.14 make a decision according to general principles of natural justice and fairness in respect of any matter not provided for in these Tribunal Rules.

## 14. Guidelines

- 14.1 The NA Tribunal or the NA Appeals Tribunal (as the case may be) may make guidelines, not inconsistent with these Tribunal Rules, for the practice and procedure with respect to a hearing. Those guidelines will be directory in nature and any decision of the NA Tribunal or the NA Appeals Tribunal (as the case may be) will not be invalid by reason of any such guideline not being followed. Without limitation, those guidelines may direct the manner of a hearing including pleading, order of witnesses, directions, evidence by telephone, teleconferencing or videoconferencing, persons (including representatives) entitled to attend the hearing and any other matters deemed appropriate by the NA Tribunal or the NA Appeals Tribunal (as the case may be).

## 15. Adjournment

- 15.1 The NA Tribunal or the NA Appeals Tribunal (as the case may be) may of its own motion or upon application of any party to the matter, order that a hearing be adjourned only in circumstances where it is satisfied that there are exceptional and compelling circumstances that make it harsh and unreasonable if such an order was not made, having regard to:
  - 15.1.1 the merits of the matter and the Participant's prospects of success;
  - 15.1.2 the interests of other Participants;
  - 15.1.3 the interests of NA and of the competitions administered by NA; and
  - 15.1.4 NA's due and proper administration of netball in accordance with its Constitution.

## 16. Validity of Reports and Hearings

- 16.1 Where there is any procedural irregularity:
  - 16.1.1 in the making of a Report,
  - 16.1.2 the lodgement or contents of a Report,

16.1.3 the procedures to be followed in connection with having any Disciplinary Matter determined by the NA Tribunal or NA Appeals Tribunal or

16.1.4 in any other matter,

the NA Tribunal or the NA Appeals Tribunal (as the case may be) shall still hear and determine the matter unless it is of the opinion that the irregularity has caused or is likely to cause injustice if the matter was heard. Without limitation, the NA Tribunal or NA Appeals Tribunal (as the case may be) may direct that a Report be amended to ensure that a matter before them is decided according to its merits and not on the basis of a technicality. The power to amend shall include the power to substitute another Report.

16.2 A decision of the NA Tribunal or the NA Appeals Tribunal is not invalid because of any defect or irregularity in, or in connection with, the appointment of any NA Tribunal Member(s).

16.3 Any procedure or requirement regulating the function of the NA Tribunal or the NA Appeals Tribunal is directory in nature and a decision of the NA Tribunal or of the NA Appeals Tribunal is not invalid by reason of that procedure or requirement not being fulfilled.

## 17. Cooperation

17.1 Any Participant who appears before the NA Tribunal and/or NA Appeals Tribunal and who, in the opinion of the NA General Manager – Legal & Integrity, the NA Tribunal or the NA Appeals Tribunal has:

17.1.1 failed to fully co-operate with the NA General Manager – Legal & Integrity, Tribunal Counsel, NA Tribunal or the NA Appeals Tribunal;

17.1.2 failed to truthfully answer any questions asked by the NA General Manager – Legal & Integrity, Tribunal Counsel, the NA Tribunal or the NA Appeals Tribunal;

17.1.3 failed to provide any document in that person's possession or control relevant to the matter to be determined by the NA Tribunal or the NA Appeals Tribunal following a request by the NA General Manager – Legal & Integrity, Tribunal Counsel, NA Tribunal or the NA Appeals Tribunal;

17.1.4 made any false or misleading statement or made a statement or acts in a manner calculated to or which is likely to mislead or engages in any improper or insulting behaviour at any time before the NA Tribunal or the NA Appeals Tribunal; or

17.1.5 engages in conduct designed to inhibit, frustrate or pervert the proper administration of justice in relation to any hearings before the NA Tribunal or the NA Appeals Tribunal,

shall be dealt with by the NA General Manager – Legal & Integrity, the NA Tribunal or the NA Appeals Tribunal as they, in their absolute discretion, think fit. This provision does not limit the ability for a Report to be issued in respect of such alleged conduct.

## Part C: Tribunal

### 18. Composition for Tribunal Hearing

- 18.1 The NA Tribunal for a hearing shall consist of a three-member Tribunal Panel appointed by the NA General Manager – Legal & Integrity (in their absolute discretion) from the Tribunal Panel in accordance with the Netball Australia Tribunal Panel – Terms of Reference, with a chair appointed, the *Tribunal Chair* (who must be fulfil the criteria under section 3.2.1 of the Netball Australia Tribunal Panel – Terms of Reference). All Tribunal Panel members must have had no prior involvement with the matter.
- 18.2 The NA General Manager – Legal & Integrity may appoint up to two past officials or players (who have experience at the SSN or equivalent competition standard) as a member of the three-member Tribunal Panel.

## 19. Conduct of Hearing

- 19.1 Any hearing by the NA Tribunal shall be conducted with as little formality and technicality and with as much expedition as a proper consideration of the matters before it permits.
- 19.2 Unless the NA Tribunal otherwise directs, a hearing in relation to Disciplinary Matters will proceed as follows:
- 19.2.1 the Tribunal Chair will explain the procedure for the hearing;
  - 19.2.2 the NA Tribunal will review the relevant Report;
  - 19.2.3 the Participant will be asked to confirm their election in the Report to contest that they have committed the offence and/or contest the sanction imposed in the relevant Report imposed by the NA General Manager – Legal & Integrity;
  - 19.2.4 any relevant footage or images will be viewed;
  - 19.2.5 Umpires and any other reports or evidence relating to the relevant incident will be received;
  - 19.2.6 evidence from the Participant, the NA General Manager – Legal & Integrity and Tribunal Counsel, if they elect to give evidence, and from any witnesses called by any of them, will be heard;
  - 19.2.7 final submissions, if any, will be heard;
  - 19.2.8 the NA Tribunal will consider the reports, evidence and submissions and make a Determination based on the facts as to whether the NA General Manager – Legal & Integrity’s determination in the Report should be upheld, set aside or varied, including, with respect to sanctions; and
  - 19.2.9 the Participant will be advised of their right of appeal in accordance with Part C of these Tribunal Rules.
- 19.3 The NA Tribunal shall determine all questions of law, evidence or procedure and give such directions in such manner as the NA Tribunal thinks fit. Without limitation, the NA Tribunal chair may give directions as to the length, form and nature of submissions, the reception of evidence, amendment of a report, adjournment of hearings and all other matters of procedure including those referred to in rule 19.2 of this Part C. The NA Tribunal may give directions to any person appearing before the NA Tribunal prior to or during any deliberation on any question of fact.

## 20. Rules of Evidence

- 20.1 The NA Tribunal is not bound by the rules of evidence or by practices and procedures applicable to Courts of record, but may inform itself as to any matter in any manner as it thinks fit. Facts relating to any matter may be established by any reliable means, including admissions.

## 21. Witnesses and Expert Evidence

- 21.1 A Participant that intends to adduce the evidence of a person as a witness to the relevant incident or an expert witness shall, at the time of responding to the Report, lodge with the Tribunal Counsel a written statement containing:
- 21.1.1 the name and address of the witness;
  - 21.1.2 if an expert witness, the qualifications and experience of the witness; and
  - 21.1.3 the substance of the evidence it is proposed to adduce from the witness.
- 21.2 Where the Tribunal Chair allows a person in their discretion to adduce evidence from an expert witness or on any other occasion, the NA Tribunal may hear any other expert evidence in relation to the matters requiring its determination.
- 21.3 The NA General Manager – Legal & Integrity and Tribunal Counsel may call any witness or expert witness at any time, if permitted to do so by the NA Tribunal, providing a written statement containing:
- 21.3.1 the name and address of the witness;
  - 21.3.2 if an expert witness, the qualifications and experience of the witness; and
  - 21.3.3 the substance of the evidence it is proposed to adduce from the witness.

## 22. Established Facts

- 22.1 The NA Tribunal shall have the discretion to accept any facts established by a decision of a court of competent jurisdiction or professional disciplinary tribunal, which is not the subject of a pending appeal, as irrefutable evidence against or concerning the Participant to whom the decision relates, save only where the Participant establishes that the decision was contrary to the principles of natural justice.

## 23. Challenge to Jurisdiction, Formalities of Report and Other Technical Matters

- 23.1 Where a Participant intends at a hearing of the NA Tribunal to:
- 23.1.1 challenge the jurisdiction of the NA Tribunal to deal with a matter;
  - 23.1.2 challenge the constitution of the NA Tribunal;
  - 23.1.3 challenge the formalities of the laying of any charge or formalities in connection with any Report; or
  - 23.1.4 raise any other matter requiring a legal or technical interpretation,

the person intending to adduce such material shall provide full written particulars of all such matters and forward a copy of such particulars to the NA General Manager – Legal & Integrity and any other person who has an interest in the Disciplinary Matter as soon as practicable, but no later than two (2) Business Days prior to the date of the hearing.

## 24. Standard of Proof

24.1 Unless the circumstances of a matter require otherwise, the NA Tribunal must make a Determination on the balance of probabilities. The NA Tribunal 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 NA Tribunal must take into account all relevant factors. For the avoidance of doubt, the standard of proof requires greater certainty for a more serious allegation compared with a less serious allegation.

## 25. Tribunal Determinations

25.1 The NA Tribunal must consider the reports, evidence and submissions presented and make a Determination based the opinion of the majority of the NA Tribunal and on the facts whether to uphold, set aside or vary the decision, determination or sanction (as the case may be) of the NA General Manager – Legal & Integrity that is the subject of the Report and make such orders, impose such sanctions and give such directions as it thinks fit, in accordance with Section 1, Part E of these Tribunal Rules.

25.2 At the end of a hearing:

25.2.1 where the NA Tribunal considers that further evidence or submissions are necessary or further time is required to consider the evidence that has been presented, the Tribunal Chair may in its discretion adjourn the hearing for an appropriate period of time and make such directions as may be necessary including that the Participant may, after any such adjournment(s), make any submissions that the Participant might wish to make, including, in relation to the appropriate sanction that ought to be applied. In those circumstances, section 10.3 of Part of these Tribunal Rules will continue to apply;

or, alternatively,

25.2.2 the Tribunal Chair shall adjourn the hearing, for a period of no less than ten (10) minutes and no more than twenty-four (24) hours following which it will either (A) reconvene the hearing and verbally announce its Determination or (B) communicate its Determination in writing to the NA General Manager – Legal & Integrity, who will then communicate that Determination to the Participants who are parties to the matter and the NA General Manager – Legal & Integrity and, where the Determination by the NA Tribunal is that the grounds for the offence has been established, the Participant and/or the NA General Manager – Legal & Integrity may request a short adjournment (of no more than thirty (30) minutes) to prepare any submissions that the Participant and/or the NA General Manager – Legal & Integrity might wish to make in relation to the appropriate sanction that ought to be applied.

## 26. Reasons

26.1 The NA Tribunal will give oral and/or written reasons for any decision made by it under these Tribunal Rules.

26.2 The NA Tribunal will use its reasonable endeavours to issue a short written summary of its Determination within 24 hours of providing its final Determination and, if the NA

Tribunal determines, in its absolute discretion, to issue a full written reasons for its Determination, the NA Tribunal will use its reasonable endeavours to do so within 14 days of providing its final Determination.

## 27. Costs

27.1 The parties must bear their own costs in relation to a Tribunal matter or hearing.

## 28. Rights of Appeal

28.1 Subject only to the rights of appeal under Rule 31, the Tribunal's decision shall be the full, final and complete disposition of the matter and will be binding on all parties.

## 29. Public Announcement

29.1 NA will issue a public announcement regarding any Determination of a NA Tribunal, as soon as is reasonably practicable after the Determination has been communicated to the parties. The public announcement may include details of the Disciplinary Matter and of the sanctions imposed, if any. Until such time as a public announcement is published by NA, all parties and participants in the hearing shall treat such hearing as strictly confidential. A party (or any Team) may publicly confirm the date of the hearing, the offence that is alleged to have been committed and/or the name of the Participant subject to the Report and nothing shall prevent any party (or any relevant Netball Organisation) from issuing a public announcement regarding a decision after NA has issued its public announcement regarding the decision.

## Part D: Appeals Tribunal

### 30. Jurisdiction

30.1 The NA Appeals Tribunal has jurisdiction to hear and determine appeals from Determinations of the Tribunal, in accordance with Rule 31. The NA Appeals Tribunal will be appointed from the Tribunal Panel in accordance with the Netball Australia Tribunal Panel – Terms of Reference.

### 31. Rights Of Appeal

31.1 A Participant or the NA General Manager – Legal & Integrity may appeal to the NA Appeals Tribunal in respect of a Determination made by the NA Tribunal (the **Appellant**) by no later than 72 hours after receipt of the NA Tribunal's Determination (which, if by way of e-mail, shall be based on the time and date the e-mail was sent by the Complaint Manager to an e-mail address provided to the Complaint Manager by the Participant) only on one or more of the following grounds:

31.1.1 the NA Tribunal failed to abide by these Rules and such failure resulted in a denial of natural justice; and/or

31.1.2 no reasonable decision maker in the position of the NA Tribunal, based on the material before them, could reasonably make such a decision.

### 32. Composition for NA Appeals Tribunal Hearing

- 32.1 The NA Appeals Tribunal will consist of three Tribunal Members selected by the NA General Manager – Legal & Integrity (in his or her absolute discretion) from the Tribunal Panel, one of whom will be appointed as Chair of the Appeals Tribunal (**Appeals Chair**) by the NA General Manager – Legal & Integrity (who must be fulfil the criteria under section 3.2.1 of the Netball Australia Tribunal Panel – Terms of Reference).
- 32.2 Any Tribunal Member who sat on the NA Tribunal for the relevant Disciplinary Matter may not sit on the NA Appeals Tribunal in respect of that matter.

### 33. Lodgement of Notice of Appeal

- 33.1 If a Participant wishes to lodge an appeal to the Appeals Tribunal in accordance with these Tribunal Rules, a duly completed Notice of Appeal, together with all submissions, statements, documents, information and evidence on which the Appellant intends to rely must be lodged with all parties by no later than the time prescribed in Rule 31.1 failing which, the Participant will no longer have the right to refer the matter to the NA Appeals Tribunal, unless the NA General Manager – Legal & Integrity determines, in their absolute discretion, to extend the time for receipt.
- 33.2 If the NA General Manager – Legal & Integrity wishes to lodge an appeal to the Appeals Tribunal in accordance with these Tribunal Rules, a duly completed Notice of Appeal, together with all submissions, statements, documents, information and evidence on which the NA General Manager – Legal & Integrity intends to rely, must be provided to the Participant by no later than the time prescribed in Rule 31.1, failing which, NA will no longer have the right to refer the matter to the Appeals Tribunal.

### 34. Notification

- 34.1 Upon receipt of a Notice of Appeal, the NA General Manager – Legal & Integrity will:
- 34.1.1 fix the date, time and place for the NA Appeals Tribunal hearing as soon as practicable and advise all parties interested in the appeal and NA in writing of those particulars;
  - 34.1.2 provide each Tribunal Member constituting the Appeals Tribunal (and Tribunal Counsel) with a copy of the Notice of Appeal, of the Determination of the NA Tribunal in the matter (although the absence of a written decision will not prevent the appeal being heard and determined by the NA Appeals Tribunal), and of all submissions, statements, documents, information and evidence relevant to the hearing; and
  - 34.1.3 as soon as practicable, advise the Participant and NA General Manager – Legal & Integrity of the identity of each Tribunal Member constituting the NA Appeals Tribunal, including the Appeals Chair.

### 35. Procedure

- 35.1 As provided under Rule 13 and, subject to the further matters set out in this Part E, the NA Appeals Tribunal may regulate any hearing brought before it in such manner as the Appeals Chair thinks fit.

### 36. Rules of Evidence

- 36.1 The NA Appeals Tribunal is not bound by the rules of evidence or by practices and procedures applicable to Courts of record, but may inform itself as to any matter in such

manner as it thinks fit. Facts relating to any matter may be established by any reliable means, including admissions.

### 37. Review

- 37.1 The NA Appeals Tribunal shall hear all appeals by way of a review of the evidence presented before the NA Tribunal and determine whether one or more of the grounds referred to in Rule 31.1 have been established.
- 37.2 Neither the Appellant nor Tribunal Counsel may produce fresh evidence at the hearing of an appeal without leave of the NA Appeals Tribunal. If an Appellant seeks leave to produce fresh evidence, the NA Appeals Tribunal shall not grant such leave unless:
- 37.2.1 the evidence could not by reasonable diligence have been obtained by the Appellant prior to the conclusion of the hearing before the NA Tribunal; and
- 37.2.2 the evidence is of sufficient probative value that, considered with other evidence which was before the NA Tribunal, the NA Tribunal would have reached a different decision that is relevant to the permissible grounds of appeal.

### 38. Onus and Standard of Proof

- 38.1 On the hearing of an appeal the Appellant shall bear the onus of establishing on the balance of probabilities, one or more of the grounds set out in Rule 31.1.

### 39. Determinations of NA Appeals Tribunal

- 39.1 The NA Appeals Tribunal:
- 39.1.1 must determine whether one or more of the grounds set out in Rule 31.1 are proven, and must not rehear the matter or the facts of the Report; and
- 39.1.2 may:
- 39.1.2.1 dismiss the appeal;
- 39.1.2.2 uphold the appeal;
- 39.1.2.3 impose any of the Sanctions set out in Rule 44;
- 39.1.2.4 reduce, increase or otherwise vary any Sanction imposed by the NA Tribunal under these Rules, and
- 39.1.2.5 give such orders and give such directions as it thinks fit
- in accordance with Section 1, Part E of these Tribunal Rules.

### 40. Majority Decisions

- 40.1 Any question on appeal before the NA Appeals Tribunal must be decided according to the opinion of a majority of the Tribunal Members constituting the NA Appeals Tribunal.

### 41. Reasons



- 41.1 The NA Appeals Tribunal will give oral and/or written reasons for any decision made by it under these Tribunal Rules.
- 41.2 The NA Appeals Tribunal will use its reasonable endeavours to issue a short written summary of its Determination within 24 hours of providing its final Determination and, if the NA Appeals Tribunal determines, in its absolute discretion, to issue a full written reasons for its Determination, the NA Appeals Tribunal will use its reasonable endeavours to do so within 14 days of providing its final Determination.

## 42. Costs

- 42.1 The parties must bear their own costs in relation to an Appeals Tribunal matter or hearing.

## 43. Final and binding

- 43.1 Determinations made by the NA Appeals Tribunal shall be final and binding, with no further rights of appeal, and no Participant or other person, including NA, may institute or maintain proceedings in any court of law or tribunal in relation to such Determination.

## Part E: Sanctions & Determinations

### 44. Sanctions

- 44.1 In determining sanction (including proposed sanction as the case may be), the NA General Manager – Legal & Integrity, NA Tribunal or NA Appeals Tribunal will take into account all factors that are deemed relevant and appropriate to the mitigation or aggravation of the nature of the offence. Those factors may include:

- 44.1.1 culpability;
- 44.1.2 seriousness of the offence;
- 44.1.3 the harm caused to the interests of netball;
- 44.1.4 any remorse shown by the Participant;
- 44.1.5 any prior offences involving Disciplinary Matters by the Participant under the same policy or Code; and
- 44.1.6 the impact of the sanction on the Participant, including their capacity to pay a fine.

In determining sanction, the NA General Manager – Legal & Integrity, NA Tribunal or NA Appeals Tribunal may refer to the [Sport Integrity Australia Case Categorisation & Guidance for Sanctions](#) booklet for guidance.

- 44.2 Without limiting the sanctions outlined in respect of the Disciplinary Matter, once the NA General Manager – Legal & Integrity, NA Tribunal or NA Appeals Tribunal has considered the matters referred to in Rule 44.1, they may impose any, or a combination, of the following sanctions:

- 44.2.1 a reprimand/counselling;
- 44.2.2 a caution or warning as to future conduct;

- 44.2.3 a direction to make verbal or written apology;
- 44.2.4 a direction to complete training or education;
- 44.2.5 a fine and/or compensation orders;
- 44.2.6 a suspension for a specified number of Matches (including all on-court activities) for period of time;
- 44.2.7 suspension from involvement in any NA and/or Netball Organisation related activity including officiating, coaching and/or administration;
- 44.2.8 an award of costs; and/or
- 44.2.9 any combination of the above or such other sanction as may be appropriate in all the circumstances.

44.3 By way of guidance, the following conduct (for first offence) will be graded as follows, with sanction ranges available:

Verbal and non-physical offence (other than conduct stipulated below)	Full range of sanctions available however, any fine cannot exceed \$500 and/or any suspension cannot exceed 1 match
Intimidating (or attempting to intimidate) or threat of assault or physical violence of an Umpire or Match Delegate/Technical Official	Sanctions under Rule 44.2.1 and 44.2.2 are only permitted, if included as part of a sanction.  The NA Tribunal will have regard to the following factors (without limitation): (a) the context of the particular incident; (b) the nature of the relationships; (c) whether the behaviour was ongoing or persistent; (d) whether the behaviour was directed towards another person to cause fear or harm.
Intimidation, abuse or threatening to abuse another person;  Sexual harassment towards another person with unwanted, unwelcome or uninvited behaviour;  Bullying, isolation or humiliation of another person;  Discrimination against or vilification of another person on the basis of their race, religion, colour, sex, sexual orientation or other related characteristics;  Performance of duties under the influence of alcohol or illicit substances	Sanctions under Rule 44.2.1 and 44.2.2 are only permitted, if included as part of a sanction.  The NA Tribunal will have regard to the following factors (without limitation): (a) the context of the particular incident; (b) the nature of the relationships; (c) whether the behaviour was ongoing or persistent; (d) whether the behaviour was directed towards another person to cause fear or harm.

<p>Physical assault (violent act), sexual assault/abuse and/or damage to property</p>	<p>Full range of sanctions available. Where the physical assault or damage to property is intentional or reckless and/or causes bodily harm or injury sanctions detailed under Rule 44.2.1 and 44.2.2 are not permitted.</p> <p>The NA Tribunal will have regard to the following factors (without limitation): (a) the context of the particular incident, and whether contact/damage was intentional, reckless or negligent; (b) the force of the contact/damage; (c) any injury caused to the person with whom contact was made; (d) damage caused to the property.</p>
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## SECTION 2: TLA DISPUTES (INCLUDING FUNDING & COMMERCIAL AGREEMENT)

### 45. Referral

45.1 Subject to a Party complying with clause 17.1 and 17.2 of the Team Licence Agreement, a Party may complete and submit to NA a referral noticed in the form set out in Appendix C, referring the dispute to the NA Tribunal.

### 46. Composition of NA Tribunal

46.1 The NA Tribunal shall consist of a three-member Tribunal Panel, which will include a Chairperson, appointed by the NA General Manager – Legal & Integrity (in their absolute discretion) from the Tribunal Panel. The Tribunal Members must have had no prior involvement with the matter.

### 47. Conduct of Tribunal

47.1 The Chairperson of the NA Tribunal will convene a preliminary conference as soon as reasonably practicable, which may be conducted (in the absolute discretion of the Chairperson) in person or by telephone or video link. At the preliminary conference, the Chairperson may make directions with respect to any procedural matters, including imposing time limits for the nomination of the other members of the Tribunal (if not already nominated).

47.2 Except as otherwise provided under these Rules, the NA Tribunal will hear and determine the dispute in such manner as the Chairperson sees fit having regard to all the circumstances and to the principles of natural justice.

47.3 The NA Tribunal will have the following powers:

47.3.1 to reprimand a Team Owner or SSN Club;

47.3.2 to fine the Team Owner or SSN Club;

47.3.3 to suspend the Team Owner or SSN Club from participating in netball matches; and/or

47.3.4 to direct NA, the Team Owner and/or the SSN Club (as the case may be) to remedy any default or failure to perform in relation to the Team Licence Agreement or the SSN Funding & Commercial Agreement.

47.4 The NA Tribunal will notify its decision to the parties to the dispute in writing but it shall not be required to give reasons for its decision unless otherwise agreed by NA. Notwithstanding anything in this Rule 47.4, the NA Tribunal may in its absolute discretion choose to give reasons for any decision of any NA Tribunal.

47.5 Decisions of the NA Tribunal will be final and binding on the parties.

47.6 Each party will bear its own costs under this Section 2.

47.7 Section 2 does not apply to alleged breaches of:

47.7.1 the Competition & Compliance Rules;

47.7.2 the League Manual;

47.7.3 the Behavioural Codes and Policies; and

47.7.4 the SSN Rules of the Game.

## SECTION 3: CPA DISPUTES

### 48. Collective Player Agreement

48.1 Subject to clause 13 of the Collective Player Agreement, in the event of any dispute involving:

48.1.1 a Player, a Training Partner and/or the ANPA;

48.1.2 the ANPA on behalf of a group of Players or Training Partners; and/or

48.1.3 a Team Owner or SSN Club;

arising out of or in respect of a Player Contract (including in respect of NA, or SSN Club rules, regulations, policies or procedures, but excluding matters relating to the exclusion (or otherwise) of the Player from a SSN Club's Final Squad or the selection of the Player in the SSN Club or for a Match) or a Training Partner Contract or the terms of this Deed, this Section 3 will apply.

48.2 The parties to the dispute will endeavour to negotiate in good faith to see whether an agreed settlement can be reached. This will be done within 48 hours of the Player, Training Partner or SSN Club (the party/parties) notifying the other party in writing of the nature of the dispute.

### 49. Referral

49.1 If the parties fail to resolve the dispute within the 48 hours, or agree to a timeframe to continue negotiations in good faith beyond the 48 hours, either party may, within a further 14 day period after that time, refer the dispute for resolution to the NA Tribunal established by NA to resolve disputes in accordance with these NA Tribunal Rules by completing and submitting to NA a referral notice in the form set out in Appendix C.

### 50. Composition of Tribunal

50.1 The NA Tribunal shall consist of a three-person Tribunal Panel, with a Chairperson, appointed by the NA General Manager – Legal & Integrity (in their absolute discretion) from the Tribunal Panel. The Tribunal Members must have had no prior involvement with the matter.

### 51. Conduct of NA Tribunal

51.1 The Chairperson of the NA Tribunal will convene a preliminary conference as soon as reasonably practicable, which may be conducted (in the absolute discretion of the Chairperson) in person or by telephone or video link. At the preliminary conference, the Chairperson may make directions with respect to any procedural matters, including imposing time limits for the nomination of the other members of the NA Tribunal (if not already nominated).

51.2 Except as otherwise provided under these Rules, the NA Tribunal will hear and determine the grievance in such manner as the Chairperson sees fit having regard to all the circumstances and to the principles of natural justice.

- 51.3 The NA Tribunal will have the following powers:
- 51.3.1 to reprimand a Team Owner, SSN Club or Player;
  - 51.3.2 to fine the Team Owner, SSN Club or Player;
  - 51.3.3 to suspend the Team Owner, SSN Club or Player from participating in netball matches; and/or
  - 51.3.4 to authorise NA, the Team Owner or the Member Organisation or the SSN Club (as the case requires) to terminate the Player's contract by notice in writing to the Player;
  - 51.3.5 to direct NA, the Team Owner, the SSN Club and/or the Player (as the case may be) to remedy any default or failure to perform in relation to the Collective Player Agreement.
- 51.4 The NA Tribunal will notify its decision to the parties to the dispute in writing but it shall not be required to give reasons for its decision unless otherwise agreed by NA. Notwithstanding anything in this Rule 51.4, the NA Tribunal may in its absolute discretion choose to give reasons for any decision of any NA Tribunal.
- 51.5 Decisions of the NA Tribunal will be final and binding on the parties.
- 51.6 Each party will bear its own costs under this Section 3.
- 51.7 Section 3 does not apply to alleged breaches of:
- 51.7.1 the Competition & Compliance Rules;
  - 51.7.2 the League Manual;
  - 51.7.3 the Behavioural Codes and Policies; and
  - 51.7.4 the SSN Rules of the Game.

## SECTION 4: NA AND ANPA DISPUTES

In accordance with the Collective Player Agreement 2024 – 2026 (the *CPA*), this section of the Tribunal Rules details the dispute resolution process for disputes arising between NA and the ANPA relating to ANPA funding, governance and commercial provisions agreed between NA and ANPA. All other disputes arising from the CPA are subject to clause 13 of the CPA.

For the purpose of this Section:

**Annexure G: ANPA Relationship** means the ANPA funding, governance and commercial provisions agreed by NA and ANPA as set out at Annexure G of the Deed dated 12 December 2023 between NA, the SSN Clubs and ANPA and subject to the terms of the Deed, will be incorporated into the SSN CPA (as defined in the Deed).

### 52. Concerns Notice

52.1 In the event that NA or ANPA are concerned that the other party has breached a provision of Annexure G: ANPA Relationship (including as a result of any criteria for an ANPA Program Sponsorship or an Other ANPA Sponsorship not being met):

52.1.1 the concerned party may provide a written notice of its concerns which will include detailed particulars of the alleged breach or breaches giving rise to the concerns, and the remedial action expected (the **Concerns Notice**);

52.1.2 in cases of material breaches that have actually occurred, the other party will have three (3) days to take relevant remedial action or otherwise show cause by providing a sufficiently detailed response to the Concerns Notice, or

52.1.3 in cases of any other breaches, it will have 14 days to take relevant remedial action or otherwise show cause by providing a sufficiently detailed response to the Concerns Notice; and

52.1.4 the form and content of any Concerns Notice, and any responses, will be kept confidential.

### 53. Referral

53.1 If the parties fail to resolve the dispute in accordance with Rule 52.1 above, either party may, refer the dispute for resolution to the NA Tribunal by completing and submitting to NA a referral notice in the form set out in Appendix C.

53.2 The parties agree that any referral to the NA Tribunal in accordance with Rule 53.1 is to be heard and determined within 21 days of the referral.

### 54. Composition of Tribunal

54.1 The NA Tribunal shall consist of:

54.1.1 a Tribunal Member selected by NA;

54.1.2 a Tribunal Member selected by ANPA; and

54.1.3 an independent member, that is not a Tribunal Member jointly appointed by NA and ANPA (the **Independent Member**).

54.2 The Tribunal Members and Independent Member must have had no prior involvement with the matter.

## 55. Conduct of NA Tribunal

55.1 The Independent Member will convene a preliminary conference as soon as reasonably practicable, which may be conducted (in the absolute discretion of the Independent Member) in person or by telephone or video link. At the preliminary conference, the NA Tribunal may make directions with respect to any procedural matters, including imposing time limits for the nomination of the other members of the NA Tribunal (if not already nominated).

55.2 Except as otherwise provided under these Rules, the NA Tribunal will hear and determine the dispute in such manner as the NA Tribunal sees fit having regard to all the circumstances and to the principles of natural justice.

55.3 The NA Tribunal will have powers to direct NA or ANPA (as the case may be) to remedy any default or failure to perform or make an order to perform a party's obligations in respect of the ANPA Relationship provisions of the Collective Player Agreement.

55.4 The NA Tribunal will notify its decision to the parties to the dispute in writing but it shall not be required to give reasons for its decision unless otherwise agreed by NA. Notwithstanding anything in this Rule 55.4, the NA Tribunal may in its absolute discretion chose to give reasons for any decision of any NA Tribunal.

55.5 Decisions of the NA Tribunal will be final and binding on the parties.

55.6 Each party will bear its own costs under this Section 4.

END

## VERSION HISTORY

Reference Number:	INT016
Policy:	Tribunal Rules Version 3.1
Effective Date:	1 February 2025
Document Author:	NA General Manager - Legal and Integrity
Document Owner:	NA General Manager - Legal and Integrity
Approval Level:	NA Board
Date Last Reviewed:	November 2024
Scheduled Review Date:	Annually
Supersedes:	Tribunal Rules Version 3.0



## APPENDIX A: REPORT

This Report represents formal notification that the person named has been reported for allegedly breaching the Code of Conduct or any of the Behavioural Codes and Policies.

### PART A: REPORT (TO BE COMPLETED BY PERSON MAKING REPORT)

Name of Participant being reported		Team/Role
Type of Disciplinary Matter (select one) & stipulate Policy or Code	<input type="checkbox"/> On Court <input type="checkbox"/> Off Court	Date and time (approx.) of alleged act
If On Court, details of venue and Match		
Relevant provision of the Code of Conduct or Policy		
Details of alleged act		
Video footage available	<input type="checkbox"/> Yes <input type="checkbox"/> No	

### PART B: LODGMENT (TO BE COMPLETED BY PERSON MAKING REPORT)

Person making the Report		Position
Signature		Date
Person making the Report (if secondary person)		Position
Signature		Date

**PART C: ACCEPTANCE (TO BE COMPLETED BY NA GENERAL MANAGER – LEGAL & INTEGRITY)**

Person receiving the Report

Position

Signature

Date

Proposed sanction offered

Date of issue

Response to Report due date and time

*Note: Where no response is returned prior to the specified (or extended) time, then hearing will proceed, unless there are extenuating circumstances, and the Participant charged will lose their right to admit the offence charged and will be deemed to accepted the proposed sanction/s listed above.*

**PART D: RESPONSE TO REPORT (TO BE COMPLETED BY PARTICIPANT UNDER REPORT – MUST ELECT ONE)**

- I admit the offence that I have been charged and accept the imposition of the proposed sanction(s) set out above, in which case no further action will be taken against me and no hearing will be required.
- I admit the offence that I have been charged, but wish to contest the proposed sanction(s) at a hearing (the details of which will be notified by the NA General Manager – Legal & Integrity) in accordance with the Tribunal Rules.
- I deny the offence that I have been charged and wish to contest the charge at a hearing (the details of which will be notified by the NA General Manager – Legal & Integrity) in accordance with the Tribunal Rules.

**PART E: CONFIRMATION OF RESPONSE BY PERSON REPORTED (TO BE COMPLETED BY PARTICIPANT UNDER REPORT)**

Participant reported

Signature

Date

**PART E: CONFIRMATION OF RECEIPT (TO BE COMPLETED BY NA GENERAL MANAGER – LEGAL & INTEGRITY)**

Name

Signature

Date and time received

## APPENDIX B: NOTICE OF APPEAL

This Notice of Appeal represents formal notification that the Determination of the Tribunal Member is being appealed Part E of the Tribunal Rules.

Any Notice of Appeal must be lodged by no later than 72 hours after receipt of the Tribunal's Determination, in accordance with Rule 30.1 of the Tribunal Rules, failing which, the Participant will no longer have the right to refer the matter to the Appeals Tribunal, unless the NA General Manager - Legal & Integrity determines, in their absolute discretion, to extend the time for receipt.

### PART A: NOTICE (TO BE COMPLETED BY PERSON LODGING NOTICE OF APPEAL)

Appellant	Team/Role
Date of Hearing	Tribunal Member
Grounds for Appeal (Rule 30.1 of Tribunal Rules)	

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Attachments	<input type="checkbox"/> Report
	<input type="checkbox"/> Determination of Tribunal
	<input type="checkbox"/> Submissions, statements, documents relevant to Appeal

### PART B: LODGMENT (TO BE COMPLETED BY APPELLANT)

Appellant	Position
Signature	Date

### PART E: CONFIRMATION OF RECEIPT (TO BE COMPLETED BY NA GENERAL MANAGER - LEGAL & INTEGRITY)

Name	
Signature	Date and time received

## APPENDIX C: REFERRAL

This Referral represents formal notification that Party referred to below is lodging a referral for the matter to be considered and determined by the Tribunal.

Any Referral must be lodged within the timeframe stipulated in the Tribunal Rules.

### PART A: REFERRAL (TO BE COMPLETED BY PERSON LODGING REFERRAL)

Party	Team/Role
Date	Dispute/Grievance (tick one)
	<input type="checkbox"/> Team Licence Agreement/Funding & Commercial Agreement
	<input type="checkbox"/> Collective Player Agreement
	<input type="checkbox"/> NA/ANPA Dispute
Grounds for dispute/grievance	

Attachments  Supporting documentation

### PART B: LODGMENT (TO BE COMPLETED BY PERSON LODGING REFERRAL)

Applicant	Position
Signature	Date

### PART E: CONFIRMATION OF RECEIPT (TO BE COMPLETED BY NA GENERAL MANAGER - LEGAL & INTEGRITY)

Name	
Signature	Date and time received

## APPENDIX D: NETBALL AUSTRALIA TRIBUNAL PANEL – TERMS OF REFERENCE

Date of Board Approval:	December 2024
Responsibility:	General Manager – Legal & Integrity & Senior Legal Counsel
Author:	General Manager – Legal & Integrity & Senior Legal Counsel
Commencement Date:	1 February 2025

### 1. PURPOSE

- 1.1. These Terms of Reference establish the Netball Australia (**NA**) Tribunal, its functions, jurisdiction and the procedural rules that apply to its operations.
- 1.2. The Tribunal is established by NA to ensure that grievances and disputes within the jurisdiction of the Tribunal are resolved utilising a robust independent disciplinary procedure pursuant to which all matters can be dealt with impartially, independently, with certainty and in an expeditious manner.

### 2. JURISDICTION AND POWERS

- 2.1. The Tribunal is established to:

2.1.1. hear and decide matters referred to it in accordance with the:

- (a) Tribunal Rules;
- (b) Netball Integrity Policy Framework, including the Netball Integrity Policy Framework, Complaints & Disciplinary Policy (to the extent the NA Tribunal and NA Appeals Tribunal has jurisdiction);
- (c) Suncorp Super Netball (**SSN**) Competition & Compliance Rules;
- (d) SSN Team Licence Agreement;
- (e) SSN Funding & Commercial Agreement;
- (f) SSN Collective Player Agreement (the **SSN CPA**);
- (g) Australian Netball Diamonds Collective Player Agreement.

2.1.2. deal with any other matter referred to it by:

- (a) the NA General Manager – Legal & Integrity;
- (b) NA’s CEO; or
- (c) the NA Board.

2.1.3. deal with disputes between NA and the Australian Netball Players’ Association (**ANPA**) subject to the terms of the SSN CPA and in accordance with Section 4: NA and ANPA Disputes of the Tribunal Rules;

with each of the matters referred to in section 2.1.2 and 2.1.3 being an ‘**Other Matter**’ for the purpose of the Tribunal Rules and these Terms of Reference.

2.2. Any report, complaint or other matter brought to the Tribunal will be heard and determined by any Tribunal Member(s) as appointed by the General Manager – Legal & Integrity, in accordance with the provisions of the applicable constituent document detailed in section 2.1.1 of these Terms of Reference (the **Constituent Document**).

2.3. The Tribunal has powers, in accordance with these Terms of Reference, in respect of all MOs and SSN Clubs and their officers and directors, employees, contractors, volunteers and players of such bodies that fall within the jurisdiction of the Tribunal.

### 3. TRIBUNAL MEMBERS

3.1. NA must establish and maintain a Tribunal Panel that consists of a sufficient number of Tribunal Members for the proper functioning of the Tribunal and the Appeals Tribunal in accordance with the NA Tribunal Rules and specific Constituent Document.

3.2. Tribunal Members must:

3.2.1. be solicitors, barristers or other senior members of the legal profession or experienced arbitrators that have the requisite skills and experience necessary for the proper functioning of the Tribunal and/or the Appeals Tribunal;

3.2.2. be a person of considerable standing and repute;

3.2.3. declare any potential, actual or perceived conflict of interest as soon as they arise to the NA General Manager – Legal & Integrity;

3.2.4. not be an Ineligible Person as set out in section 5 below;

3.2.5. comply with the terms and conditions of their appointment, including entering into a Deed of Confidentiality with NA at the time of appointment.

3.3. NA may appoint past players or officials to the Tribunal Panel in accordance with the NA Tribunal Rules. The past player or official must have experience at the Suncorp Super Netball or equivalent competition standard (the **Netball Representatives**). The Netball Representatives must satisfy sections 3.2.2 to 3.2.5 (inclusive) of these Terms of Reference.

3.4. NA must consult with each of the SSN Clubs, MOs and the ANPA prior to the appointment of each Tribunal Member. A SSN Club, MO and/or ANPA may object to the appointment of a Tribunal Member within five Business Days of being informed of the proposed appointment on the basis that, in appointing the Tribunal Member, NA has failed to apply the criteria set out in 3.2. The objection must stipulate the grounds for the objection. NA must consider the objection prior to making any final appointment of a Tribunal Member.

3.5. NA will review all Tribunal Member appointments on an annual basis. NA may appoint the Tribunal Members on such terms and conditions as appropriate in accordance with this section.

### 4. APPOINTMENT OF TRIBUNAL COUNSEL

4.1. NA will appoint one or more Tribunal Counsel to assist any Tribunal Member and/or the General Manager – Legal & Integrity in the conduct of any Tribunal and/or Appeals Tribunal in accordance with the Constituent Documents.

4.2. Tribunal Counsel must:

- 4.2.1. be solicitors, barristers or other senior members of the legal profession or experienced arbitrators that have the requisite skills and experience necessary for the proper functioning of Tribunal Counsel;
  - 4.2.2. be a person of considerable standing and repute;
  - 4.2.3. declare any potential, actual or perceived conflict of interest as soon as they arise to the NA General Manager – Legal & Integrity;
  - 4.2.4. not be an Ineligible Person as set out in section 5 below;
  - 4.2.5. comply with the terms and conditions of their appointment, including entering into a Deed of Confidentiality with NA at the time of appointment.
- 4.3. NA will review all Tribunal Counsel appointments on an annual basis. NA may appoint the Tribunal Counsel on such terms and conditions as appropriate.

## 5. INELIGIBLE PERSONS

- 5.1. A person shall not be appointed as a Tribunal Member or Tribunal Counsel if that person has, in the 12 months preceding their appointment, been any of:
- 5.1.1. a member of the Board of Directors of NA, ANPA, a MO or a SSN Club;
  - 5.1.2. a full or part time paid employee, contractor or advisor of NA, ANPA, a MO or a SSN Club; or
  - 5.1.3. a Participant,
- (each an “**Ineligible Person**”).

## 6. REMOVAL OF TRIBUNAL MEMBERS OR TRIBUNAL COUNSEL

- 6.1. A Tribunal Member or Tribunal Counsel will be removed by NA if:
- 6.1.1. the Tribunal Member or Tribunal Counsel resigns by providing written notice to the NA General Manager – Legal & Integrity;
  - 6.1.2. NA decides (in its absolute discretion) to remove the Tribunal Member or Tribunal Counsel;
  - 6.1.3. the Tribunal Member or Tribunal Counsel accepts a position, role, contract or employment offer that would render that Tribunal Member or Tribunal Counsel an Ineligible Person;
  - 6.1.4. the Tribunal Member or Tribunal Counsel has a conflict of interest that is unable to be managed;
  - 6.1.5. the Tribunal Member or Tribunal Counsel breaches a term of their appointment and/or breaches the Deed of Confidentiality and NA resolves that their office is vacated; or
  - 6.1.6. NA determines that the Tribunal Member or Tribunal Counsel is no longer able to act in the manner required to properly perform their functions.

## 7. DUTIES

- 7.1. In performing the duties under these Terms of Reference, Tribunal Members and Tribunal Counsel will:
  - 7.1.1. act in good faith and for a proper purpose;
  - 7.1.2. comply with all procedures as outlined in the Constituent Documents;
  - 7.1.3. act reasonably and on reasonable grounds;
  - 7.1.4. make decisions based on supporting evidence;
  - 7.1.5. give proper consideration to the merits of the case;
  - 7.1.6. provide all parties procedural fairness;
  - 7.1.7. deal with matters in a timely manner; and
  - 7.1.8. exercise their discretion independently and not under the dictation of a third person or body, including NA, an SSN Club, MO or ANPA.
- 7.2. Tribunal Members may utilise the services of:
  - 7.2.1. Tribunal Counsel;
  - 7.2.2. the NA Legal, Integrity and Compliance Teams; and/or
  - 7.2.3. other members of NA management,to assist and support the Tribunal and/or Appeals Tribunal as may be appropriate from time to time.
- 7.3. The NA General Manager – Legal & Integrity may at any time seek guidance and/or advice from a Tribunal Member in respect of a matter. In circumstances where a Tribunal Member is called upon for guidance and/or advice by the NA General Manager – Legal & Integrity in respect of a matter, they will be conflicted from hearing and determining that matter.

## **8. REGISTER**

- 8.1. NA must maintain a register(s) of all reports of:
  - 8.1.1. alleged breaches of Constituent Documents; and
  - 8.1.2. all matters referred to the Tribunal and/or Appeals tribunal in accordance with the Constituent Documents.
- 8.2. The register(s) must specify the outcome of any hearings and appeal, including sanctions imposed. Where video footage has been relied upon by the Tribunal and/or Appeals Tribunal, a copy of the footage shall be retained on the register.
- 8.3. The register(s) is to remain confidential, however parties to a matter, Tribunal Members and Tribunal Counsel may access the register(s) on a confidential basis to the extent relevant to the matter.

## **9. GENERAL**

- 9.1. Tribunal Members and Tribunal Counsel shall be entitled to have all reasonable costs and expenses that they incur, with the approval of NA, reimbursed by NA.



9.2. These Terms of Reference shall be governed by and construed in accordance with the laws of the State of Victoria.