



## **POLICY – Disciplinary Procedures Regulations**

|  |    |
|--|----|
| 1. PURPOSE AND APPLICATION .....                       | 2  |
| 2. CODE OF CONDUCT & INTEGRITY INFRINGEMENTS .....     | 3  |
| 3. MEMBER SUBMISSION OF COMPLAINT .....                | 3  |
| 4. APPEALS FROM MEMBER ASSOCIATIONS .....              | 4  |
| 5. TRIBUNAL COMPOSITION & JURISDICTION .....           | 5  |
| 6. SUBMISSIONS AND EVIDENCE .....                      | 5  |
| 7. PROOF .....   | 5  |
| 8. PROCEDURES AT A HEARING .....                       | 6  |
| 9. DETERMINING THE SANCTION .....                      | 7  |
| 10. ELIGIBILITY AND RIGHT OF APPEAL .....              | 8  |
| 11. PROVISIONAL SANCTIONS & DETERMINATIONS .....       | 9  |
| 12. DETERMINATIONS .....                               | 9  |
| 13. COSTS AWARD .....                                  | 9  |
| 14. CHALLENGE OF JURISDICTION .....                    | 10 |
| 15. CONFIDENTIALITY AND REGISTER .....                 | 10 |
| 16. FAILURE TO RESPECT DETERMINATION .....             | 10 |
| 17. NO RECOURSE TO COURTS .....                        | 10 |
| 18. SECRETARIAT .....                                  | 10 |
| 19. LIMITATION PERIOD FOR PROSECUTION .....            | 11 |
| 20. ARBITRATOR IMMUNITY .....                          | 11 |
| 21. SUBSTANTIAL COMPLIANCE .....                       | 11 |
| 22. NOTICE .....                                       | 11 |
| 23. DEFINITIONS AND INTERPRETATION .....               | 12 |
| PREScribed FORM 01: COMPLAINT APPLICATION FORM .....   | 15 |
| PREScribed FORM 02: APPEAL APPLICATION FORM .....      | 16 |
| PREScribed FORM 03: ASSOCIATION APPLICATION FORM ..... | 17 |



## 1. PURPOSE AND APPLICATION

- 1.1 Netball throughout Queensland has a values-driven culture of excellence based on trust. As the state governing body, NQ bears the responsibility of uniting the community to safeguard the integrity and reputation of Netball and its Participants and stakeholders.
- 1.2 The objectives of these Disciplinary Procedures Regulations is to:
  - (a) define the procedures to enable Grievances to be heard, investigated and determined;
  - (b) enshrine the right of a party to be heard;
  - (c) establish independent and impartial bodies; and
  - (d) ensure matters are dealt with fairly and expeditiously.
- 1.3 These Regulations form part of the NQ Regulations and apply exclusively to determine the rules and procedures for the resolution of disciplinary and integrity matters that arise between:
  - (a) NQ;
  - (b) Member Associations;
  - (c) Affiliated Members;
  - (d) Clubs;
  - (e) Administrators,
  - (f) Players;
  - (g) Coaches;
  - (h) Team Support Personnel;
  - (i) Umpires;
  - (j) Selectors;
  - (k) Spectators;
  - (l) any other entity or person who is covered by the NQ Constitution or who has agreed to be bound by the Code of Conduct & Integrity, (individually and collectively referred to as a **Member**).
- 1.4 NQ has jurisdiction and these Regulations apply to:
  - (a) determinations of infringements and/or sanctions under the Code of Conduct & Integrity, including a dispute in relation to decisions made or sanctions imposed by NQ;
  - (b) mandatory reporting or complaints submitted by a Member under the Code of Conduct & Integrity;
  - (c) appeals from decisions made or sanctions imposed by Member Associations in specified circumstances; and
  - (d) any other dispute, complaint or grievance as provided for in the NQ Regulations from time to time, (individually and collectively referred to as a **Grievance**).
- 1.5 These Regulations do not apply to disputes, complaints or grievance arising in relation to:
  - (a) Anti-Doping Policy or Member Protection Policy, which have their own investigation and complaint handling procedures; or
  - (b) NA Regulations, including National Policy on Match Fixing in Netball, the Integrity in Netball Framework and those relating to national competitions or championships, including Suncorp Super Netball and Australian Netball League.

To the extent that a dispute, complaint or grievance arises in relation to these Regulations and also the Member Protection Policy, NQ can at its discretion choose which investigation and complaint handling procedure it will use to determine the dispute, complaint or grievance.



- 1.6 Each Member submits exclusively to the jurisdiction of these Disciplinary Procedures Regulations and agrees all Grievances will be heard and determined by an Integrity Body. Each Member agrees to not attempt to resolve any Grievance in any forum other than a Integrity Body, including a court of law.

## 2. CODE OF CONDUCT & INTEGRITY INFRINGEMENTS

- 2.1 NQ may sanction a Member for an infringement or breach of the Code of Conduct & Integrity.
- 2.2 Infringements are punishable regardless of whether acts of commission or omissions, whether they have been committed deliberately or negligently, whether or not the breach constitutes an act or attempted act, and whether the parties acted as principal, accomplice or instigator.
- 2.3 NQ may, of its own volition or on receipt of a mandatory notification under the Code of Conduct & Integrity, conduct its own internal investigation of conduct or behaviour that may breach the Code of Conduct & Integrity in any manner it sees fit in the circumstances. If the NQ CEO considers the conduct or behaviour to be of materially serious nature or particularly sensitive, the CEO may refer the matter direct to the Conduct & Integrity Tribunal for determination.
- 2.4 NQ must give the party alleged to have infringed the Code of Conduct & Integrity a written notice providing:
  - (a) reasonable details of the alleged infringement;
  - (b) notice of possible sanctions; and
  - (c) the opportunity to respond to the allegations within 14 days of the notice.
- 2.5 At the expiration of the 14 day period, whether or not a response was received, NQ may decide the appropriate disciplinary sanction, including that no further action is required.
- 2.6 The imposition of any sanction is immediate or as otherwise notified by NQ.
- 2.7 The decision is final, subject only to the limited rights of appeal specified in clause 10.

## 3. MEMBER SUBMISSION OF COMPLAINT

- 3.1 A Member has the right to submit a complaint or allegation of potential breaches under clause 12 of the Code of Conduct & Integrity.
- 3.2 A complaint must be made in good faith and on reasonable grounds. A Member must not submit a complaint that they know to be untrue, vexatious, malicious or improper.
- 3.3 A complaint can be made anonymously, however it may be difficult for the matter to be properly investigated without the Member's identity.
- 3.4 A party wanting NQ to investigate and determine a Grievance (**Applicant**) must lodge the prescribed form with the NQ Secretariat and pay the non-refundable application fee of \$200. The Complaint Application Form must be signed by the Applicant and contain the following mandatory information:
  - (a) the name and contact details of the Applicant;
  - (b) name of the party the subject of the complaint;
  - (c) the date the subject matter of the Grievance arose;
  - (d) a statement summarising the relevant facts together with any proof or corroborating evidence; and
  - (e) a description of the relief sought.



- 3.5 There is no entitlement for proceedings to be opened following submission of a complaint.
- 3.6 NQ Secretariat will carry out an initial evaluation of the documentation submitted. If the preliminary investigation is found to establish a prima facie case, internal investigation proceedings are opened and the parties notified of the possible rule violation. Limited exceptions to this rule may be for safety and security reasons or if such disclosure would interfere with the conduct of the investigation. If the NQ CEO considers the conduct or behaviour to be of materially serious nature or particularly sensitive, the CEO may refer the matter direct to the Conduct & Integrity Tribunal for determination.
- 3.7 NQ must give the party subject of the complaint a written notice providing:
  - (a) reasonable details of the alleged infringement;
  - (b) notice of possible sanctions; and
  - (c) the opportunity to respond to the allegations within 14 days of the notice.
- 3.8 At the expiration of the 14 day period, whether or not a response was received, NQ may decide the appropriate disciplinary sanction, including that no further action is required.
- 3.9 The imposition of any sanction is immediate or as otherwise notified by NQ.
- 3.10 The decision is final, subject only to the limited rights of appeal specified in clause 10.

#### 4. APPEALS FROM MEMBER ASSOCIATIONS

- 4.1 Member Associations are responsible in the first instance for complaints relating to the behaviour of its affiliated or registered Clubs, Officials and Players. Once its internal procedures have been exhausted, that Member Association may:
  - (a) sanction the Club, Official or Player within its jurisdiction;
  - (b) request the Conduct & Integrity Tribunal hear and determine the matter given the seriousness or gravity of the matter; or
  - (c) determine that no further action is required.
- 4.2 The Conduct & Integrity Tribunal has jurisdiction to hear appeals from a Member Association sanction only if the sanction imposed was at least a fine of \$2,000 or three Game suspension.
- 4.3 A party wanting NQ to hear and determine a Grievance (**Applicant**) must lodge the prescribed form (Association Application Form) with the NQ Secretariat and pay the non-refundable application fee of \$200. The Association Application Form must be signed by the Applicant and contain the following mandatory information:
  - (a) the name and contact details of the Applicant and the respondent;
  - (b) the date the subject matter of the Grievance arose;
  - (c) a statement summarising the relevant facts together with any proof or corroborating evidence;
  - (d) attach a copy of the decision being appealed; and
  - (e) a description of the relief sought.
- 4.4 A hearing will not be convened unless and until the applicable fees have been received by NQ.



## 5. TRIBUNAL COMPOSITION & JURISDICTION

- 5.1 NQ has established an independent Conduct & Integrity Tribunal. NQ will appoint a Chair and the number of members deemed necessary for the proper functioning of the Conduct & Integrity Tribunal.
- 5.2 The Chair must have legal qualifications. A member of the Conduct & Integrity Tribunal must have the experience or skills suitable to the function of an integrity body, including a barrister or solicitor, investigations manager, sports administrator, integrity expert or a person with a thorough knowledge of Netball.
- 5.3 A member of the Conduct & Integrity Tribunal cannot hear or determine any Grievance if that member has a conflict of interest, actual or perceived, including if he or she is a director or employee of any party to the Grievance or if there is any other reason where a private or personal interest could materially influence the way the member performs his or her duties.
- 5.4 The Conduct & Integrity Tribunal may play an investigative and/or adjudicative role and has jurisdiction to determine all Grievances that arise within NQ's jurisdiction, namely:
  - (a) as directed by the NQ CEO under clause 2.3 or 3.6;
  - (b) appeals from a sanction imposed by a Member Association under clause 4; or
  - (c) appeals from a decision made, or sanctioned imposed, by NQ under clause 10.
- 5.5 The Conduct & Integrity Tribunal may be represented in an investigation or hearing by a sole arbitrator as determined by NQ or as requested by the applicant.
- 5.6 Each member of the Conduct & Integrity Tribunal has a single vote and all decisions of the Tribunal will be made by majority vote. If there is an equality of votes, the Chair has the casting vote.

## 6. SUBMISSIONS AND EVIDENCE

- 6.1 If NQ or the Conduct & Integrity Tribunal decides that a hearing is required to determine the Grievance, the terms of this clause 6 apply to ensure each party is provided with an opportunity to consider the other party's evidence before the hearing in order that it may appropriately respond.
- 6.2 A party must provide to the Secretariat a copy of any written submissions, materials, documents or other evidence it intends to rely on in the hearing at least 2 business days before the start of that hearing. If it fails to do so, that party is not, without the leave of the Tribunal, allowed to submit them into evidence at the hearing.
- 6.3 A party must provide advance notice about who will represent it at a hearing, including any legal representative and any witness whom a party intends to present together with at least the subject matter on which the witness will testify.
- 6.4 The Secretariat or Tribunal may require that notice be given to a person if it is of the view that the outcome of a hearing may affect the interests of that person (**Affected Party**). An Affected Party may participate in the hearing and is bound by any Determination.
- 6.5 If an Affected Party provided with notice elects to not participate in a hearing, that Affected Party cannot subsequently initiate a Grievance in relation to the same subject matter.

## 7. PROOF

- 7.1 Any type of proof may be produced, including:



- (a) documents;
- (b) text messages, private messaging apps or other social media content;
- (c) reports from Officials;
- (d) declarations from the parties;
- (e) declarations from witnesses;
- (f) photographs, audio and video recordings;
- (g) expert opinions; and
- (h) all other proof that is relevant to a case.

7.2 Proof that obviously does not serve to establish relevant facts is inadmissible and will be rejected.

7.3 An Integrity Body has absolute discretion regarding evaluation of proof.

7.4 The standard of proof to be applied by an Integrity Body is to judge and decide on the basis of comfortable satisfaction.

7.5 The burden of proof regarding breaches of the provisions of the Code of Conduct & Integrity rests on the party making the allegation.

## **8. PROCEDURES AT A HEARING**

8.1 Hearings are not bound by the rules of evidence usually applicable to proceedings in courts of law and the Conduct & Integrity Tribunal may conduct the investigation and hearing in whatever manner they deem appropriate, provided it is consistent with these Regulations.

8.2 All hearings must be conducted in accordance with the principles of natural justice, including that parties to a Grievance:

- (a) are treated with equality;
- (b) have reasonable and sufficient notice of the Grievance; and
- (c) have the opportunity to be heard and to make submissions in relation to the issues of merit and sanction.

8.3 If a matter has the potential to become complex or lengthy, the Tribunal has the right to order a directions hearing for the purpose of setting a timetable for the submission of evidence by each party. If a party fails to comply with the timetable as determined by the directions hearing without showing sufficient cause, the Tribunal may continue the proceedings and make a determination on the evidence before it.

8.4 The Tribunal has the right to determine all procedures to be adopted in hearing a Grievance and may during the course of any hearing:

- (a) grant or order an adjournment to provide parties with additional time or to consider additional evidence;
- (b) admit or request the production of documents or any relevant written evidence available to a Member or any other person, including reports from Umpires, declarations from the parties and witnesses, expert opinion and video or audio recordings; or
- (c) order the attendance of any person for the purpose of asking questions relevant to the Grievance.

8.5 At a hearing:

- (a) a party may attend in person or by phone;



- (b) a party may be represented legally or by any other person provided the names have been communicated to the other parties in advance of the hearing;
- (c) an entity (such as a Member Association) may be represented by an officer or employee of that party;
- (d) NQ reserves the right to be heard and to make submissions if a decision has the potential to affect NQ or Netball generally;
- (e) the Conduct & Integrity Tribunal must refuse entry to any person who is not directly involved in the Grievance, including the media; and
- (f) any witness that a party intends to call to give evidence in a hearing must remain outside the hearing room until called to give evidence.

8.6 The Tribunal deliberates behind closed doors.

8.7 If a party fails to attend a hearing without showing sufficient cause for such failure, the Grievance can be heard and determined in that party's absence, including as to determination on the merits and/or sanction.

## **9. DETERMINING THE SANCTION**

9.1 An Integrity Body may impose any of the disciplinary sanctions as specified in the Code of Conduct & Integrity.

9.2 The Integrity Body that pronounces the sanction will determine the scope and duration of that sanction.

9.3 Unless otherwise specified by the Integrity Body imposing a sanction, the imposition of a sanction has immediate effect.

9.4 When imposing a sanction, an Integrity Body will take into account all relevant factors in the case, including the:

- (a) nature of the offence;
- (b) substantial interest in deterring similar misconduct;
- (c) offender's assistance to and cooperation with the Integrity Body;
- (d) motive;
- (e) circumstances;
- (f) degree of the offender's guilt;
- (g) extent to which the offender accepts responsibility, and whether the person mitigated his guilt by returning the advantage received, where applicable.

9.5 The disciplinary sanctions may be combined. If a suspension is combined with a fine, it is prolonged until the fine is paid in full.

9.6 The implementation of a sanction may be suspended and, if so, the person sanctioned is subject to a probationary period. If that person commits another infringement during the probationary period, the suspension is automatically revoked and the sanction applied in addition to the sanction determined for the new infringement.

9.7 In terms of attempted breaches, an Integrity Body may reduce the sanction envisaged for the actual infringement and determine any extent of mitigation as it sees fit.

9.8 Any person who knowingly takes part in committing an infringement, either as instigator or accomplice, is also punishable. An Integrity Body may take account of the degree of guilt of the party involved by reducing the sanction as it sees fit.



- 9.9 Repeated breaches are considered aggravating circumstances, allowing an Integrity Body to impose greater sanction.
- 9.10 Where more than one breach has been committed, the sanction will be based on the most serious breach, and increased as appropriate, depending on the specific circumstances.
- 9.11 The Tribunal may recommend to NQ that it share information on a case with the appropriate public authorities.

## **10. ELIGIBILITY AND RIGHT OF APPEAL**

- 10.1 If a party wants to appeal a Determination of NQ, it must:
- (a) ensure it has grounds to appeal as specified in clause 10.2 below;
  - (b) submit the prescribed form (Appeal Application Form) to the Secretariat within 7 days after receipt of that Determination;
  - (c) pay any award or fine the subject of that Determination to NQ before the Tribunal conducts the appeal, unless the party making the appeal can satisfy NQ that there are exceptional and compelling circumstances; and
  - (d) pay the appeal fee to NQ of \$500, which will be refunded if appeal is successful.
- 10.2 The sole grounds of any appeal from an Determination are that:
- (a) applicable regulations were not properly followed and/or implemented;
  - (b) a party was not afforded a reasonable opportunity to be heard on the issues or merit and/or sanction;
  - (c) the determination was affected by bias; or
  - (d) there was an error of fact or law.
- 10.3 Subject to any successful application for a stay, all decisions of NQ remain in force unless reversed by the Conduct & Integrity Tribunal.
- 10.4 Only a person who was party to a Grievance has the right to appeal any Determination arising out of that Grievance. A Club may appeal against decisions sanctioning its Players or Officials provided it has the written approval of the person concerned.
- 10.5 Subject to a successful application for an urgent hearing, the Secretariat must convene the Tribunal to hear an appeal as soon as practicable, but within 21 days of receipt of that notice and compliance with this clause.
- 10.6 When hearing an appeal, the Tribunal must be provided with all written submissions made to NQ, including the Determination. A party may rely on new or additional evidence, provided this is separately identified on the Appeal Application Form and provided to the Secretariat at least 2 business days before the hearing.
- 10.7 In appellate mode, the Tribunal has the power to:
- (a) dismiss, allow in whole or part, or vary (whether by way of reduction or increase) any Determination of NQ or a Member Association;
  - (b) substitute its own sanctions or finding; or
  - (c) impose any sanction or make any finding that NQ or a Member Association could have imposed or made.
- 10.8 If the appellant is completely successful in its appeal, the Secretariat must refund the appeal fee.





## **11. PROVISIONAL SANCTIONS & DETERMINATIONS**

- 11.1 At any time during an investigation, NQ may apply provisional sanctions in order to ensure that investigation proceedings are not interfered with or when a breach of this Code appears to have been committed and a decision on the merits of the case may not be taken early enough.
- 11.2 The duration of provisional sanctions must be taken into account in the final decision.
- 11.3 In the case of extreme urgency, the Conduct & Integrity Tribunal may rule on an application for a stay of the effects of a challenged sanction or decision or for any other provisional relief.
- 11.4 The Tribunal will consider whether:
- (a) the relief is necessary to protect the Applicant from irreparable harm (such as an inability to participate in a major competition or other substantial damage that would be difficult to remedy);
  - (b) the Applicant has a reasonable chance of success on the merits of the claim; and
  - (c) the interests of the Applicant outweigh those of the Respondent (ie the balance of convenience or interests must be considered).
- 11.5 There are no restrictions on the type of a provisional measure that may be ordered and the Tribunal may stay the effects of a sanction, revoke, vary or impose a sanction, or order measures designed to safeguard evidence.
- 11.6 Provisional measures may not extend for longer than 30 days.

## **12. DETERMINATIONS**

- 12.1 All parties to a Grievance will be notified of the Determination by email as soon as practicable after a decision has been made.
- 12.2 A Determination will:
- (a) contain the names of the Tribunal Members (if applicable);
  - (b) provide the names of the parties;
  - (c) provide a summary of the reasons on which the Determination is based;
  - (d) contain the terms of the decision (such as timeframes in which a fine must be paid); and
  - (e) be dated and signed (by NQ CEO, Tribunal Chair or sole arbitrator as applicable).
- 12.3 A Determination comes into force as soon as communicated.
- 12.4 A Determination of the Conduct & Integrity Tribunal is final and binding on the parties.
- 12.5 An Integrity Body may rectify an obvious error at any time.

## **13. COSTS AWARD**

- 13.1 As a general rule, each party must bear its own costs in relation to the initiation or defence of a Grievance, including costs of legal representation, experts and witnesses and any travel or accommodation expenses.
- 13.2 An Integrity Body has discretion in exceptional circumstances to make an order for costs in a particular case and, if so, the amount of such costs order. In exercising its discretion, the Integrity Body must take into account the:



- (a) outcome of the proceedings;
- (b) conduct of the parties, including whether a party vexatiously or frivolously initiated or defended a Grievance; and
- (c) financial resources of the parties.

#### **14. CHALLENGE OF JURISDICTION**

- 14.1 If a party wants to allege that an Integrity Body does not have jurisdiction, it must raise this objection in submissions before the investigation or hearing date. An Integrity Body has the power to rule on objections that it has no jurisdiction. In general, the Integrity Body should rule on a plea concerning its jurisdiction as a preliminary question. However, the Integrity Body may proceed with the hearing and rule on such an objection in its final determination.
- 14.2 A Tribunal Member may be challenged if circumstances exist that give rise to justifiable doubts as to Tribunal Member's impartiality or independence. Such a plea must be raised in submissions before the investigation or hearing date. An Integrity Body has the power to rule on this objection and, if the challenge fails, reasons must be provided in the final determination.

#### **15. CONFIDENTIALITY AND REGISTER**

- 15.1 All evidence and information provided in proceedings of an Integrity Body must be treated in the strictest confidence. The parties and Tribunal members must not use or disclose to a third party any confidential information obtained during the course of proceedings.
- 15.2 NQ must keep a central register of all Determinations made by an Integrity Body.
- 15.3 NQ may make those Determinations publicly available unless an Integrity Body has determined that a Determination, or certain evidence or submissions, is to be kept confidential or otherwise required by law.

#### **16. FAILURE TO RESPECT DETERMINATION**

- 16.1 Subject only to the specified rights of appeal, a Determination of an Integrity Body is final and binding on all parties. The parties undertake to carry out the Determination without delay.
- 16.2 A failure to comply with a Determination within the manner or time as prescribed by that Determination is itself a breach of the Code of Conduct & Integrity and the non-compliant party is subject to further sanction.

#### **17. NO RECOURSE TO COURTS**

The determination of the NQ Conduct & Integrity Tribunal will be final and binding on the parties to the appeal and no person may institute or maintain proceedings in any court of law or tribunal (other than the limited right of appeal to the National Sports Tribunal).

#### **18. SECRETARIAT**

- 18.1 NQ will appoint a Secretariat to ensure the smooth operation of these Regulations.
- 18.2 The Secretariat must:
- (a) collate all submissions, documents and evidence received by the parties or relevant to the Grievance;
  - (b) provide copies of notices and Determinations to the parties to the Grievance;



- (c) convene all hearings of a Integrity Body as soon as practicable and, if an urgent hearing is required, convene an urgent hearing;
- (d) be the central point of contact for the parties to a Grievance and ensure that all timeframes and requirements are met; and
- (e) perform all tasks prescribed to the Secretariat and any incidental tasks necessary to ensure the smooth and efficient operation of these Regulations.

18.3 Hearings may be conducted by teleconference or videoconferencing.

18.4 Hearings of the Conduct & Integrity Tribunal will be conducted at NQ's head office, unless otherwise determined by NQ.

18.5 If a party has an express contractual right to refer a Grievance to these Regulations within certain timeframes, that party must do so in accordance with those timeframes. For example, an application must be lodged within 7 business days of a determination under the Code of Conduct & Integrity.

18.6 Any timeframes specified in these Regulations may be extended only by the Secretariat where an extension would be just and reasonable.

## **19. LIMITATION PERIOD FOR PROSECUTION**

19.1 As a general rule, breaches of the Code of Conduct & Integrity may no longer be prosecuted after a lapse of 2 years. This means the Secretariat will not accept any applications for determination from a Member, if more than 2 years have elapsed.

19.2 The limitation period starts:

- (a) from the day on which the alleged infringement occurred;
- (b) if the infringement is recurrent, from the day on which the most recent infringement was committed; or
- (c) if the infringement lasted a certain period, from the day on which it ended.

19.3 Notwithstanding the above, offences relating to corruption have no limitation period.

## **20. ARBITRATOR IMMUNITY**

The parties and Affected Parties, and their respective witnesses, agree to not institute or maintain any proceedings, or bring any claim against NQ, an Integrity Body or individual tribunal Member, in respect of any act or omission during the course of the hearing, or arising out of any Determination or findings made.

## **21. SUBSTANTIAL COMPLIANCE**

No proceedings before a Integrity Body will be invalidated for any defect whether of substance or of form in any notice or report or by reason of non-compliance with any term of these Regulations, unless the Integrity Body so determines.

## **22. NOTICE**

22.1 A party notifying or giving notice under these Regulations must notify in writing and in English.



22.2 A notice will be taken to have been received:

- (a) if delivered by hand to the recipient's address, on the date of delivery, as long as delivery is acknowledged in writing by the recipient;
- (b) if sent by post, 3 days after the posting; and
- (c) if sent by email on a working day at the recipient's, on the date of transmission, or if sent on a non-working day at the recipient's, on the next working day.

22.3 Unless otherwise specified, all notices must be received by close of business on a working day at the recipient.

### 23. DEFINITIONS AND INTERPRETATION

23.1 In these Regulations:

**Administrator** means any person, whether paid or unpaid, involved in the governance or administration of Netball at NQ, Member Associations, Affiliates or Clubs in the capacity of staff, contractor, board, officer, committee or working group member.

**Affected Party** means a party who may be affected by a determination based on the relief sought by an Applicant.

**Affiliate** means an organisation recognised by NQ as conducting Netball competitions or programs whose participants are not necessarily registered with a Member Association.

**Applicant** means the party initiating a Grievance in accordance with these Regulations.

**Application Form** means the prescribed forms a party must use to apply for a determination by an Integrity Body in the form as attached to these Regulations or as amended by NQ from time to time.

**Arbitrator** means a member of a Integrity Body appointed by NQ from time to time.

**Club** means:

- (a) any club or team affiliated to or registered with a Member Association or Affiliate;
- (b) any association, club or team admitted to field a team in a NQ Competition, including a representative team in state championships or state titles; or
- (c) an entity licensed by NQ from time to time to participate in the highest level NQ leagues, including the Sapphire Series, Queensland Premier League or any replacement league.

**Coach** means any coach, assistant coach, high performance or skills coach who from time to time:

- (a) is registered or affiliated with a Club or Member Association;
- (b) is contracted by NQ, including for Queensland Firebirds, Queensland Fusion and state representative teams; or
- (c) who otherwise participates as a coach in a Competition or Game.

**Competition** means any Netball competition, championship or league administered, managed or sanctioned by NQ, Member Associations or Affiliates, including NQ Competitions.

**Determination** means a written determination of a Grievance by an Integrity Body in the form and content as prescribed in clause 12.

**Conduct & Integrity Tribunal** means the Conduct & Integrity Tribunal constituted in accordance with these Regulations.



**Event** means any committee meeting, launch, awards functions, official dinners or functions, Queensland Sporting Collective, Queensland Leaders Conference or any other event or function that is organised or controlled by NQ.

**Game** means any Game played under the auspices of NQ or a Member Association, Affiliate or Club, including any trial Game or Game in a Competition.

**Grievance** has the meaning given to it in clause 1.4.

**Integrity Body** means NQ acting in its investigative or adjudicative role and the Conduct & Integrity Tribunal established pursuant to these Regulations.

**Member** has the meaning given to it in clause 1.3.

**Member Association** means a legal entity recognised by NQ under the NQ Constitution as representing a geographic area or group of clubs.

**Member Protection Policy** means the member protection policy as promulgated by NA and adopted by NQ from time to time.

**Netball** means the sport of Netball as determined by Netball Australia and/or NQ and includes all derivative programs, products and variations as may be recognised by NQ from time to time.

**Netball Australia** or **NA** means the national governing body of Netball in Australia of which NQ is the member organisation representing Queensland.

**NA Regulations** mean the rules and regulations of Netball Australia in force from time to time, including the Member Protection Policy, Anti-Doping Policy, National Policy on Match Fixing in Netball, and the Integrity in Netball Framework and associated rules (as made available on <https://netball.com.au/integrity-framework-policies>).

**NQ Competition** mean a Competition owned, managed or hosted by NQ, including Sapphire Series and Queensland Premier League (by whatever name), state age championships, state titles, primary and secondary school cups.

**NQ Property** mean NQ Competitions, Events and Programs.

**NQ Regulations** mean any rules, regulations, policies and procedures promulgated by NQ from time to time, including the Constitution and by-laws, Code of Conduct & Integrity, Member Protection Policy, and these Disciplinary Procedures Regulations;

**National Sports Tribunal** or **NST** means the tribunal established by the Australian Government to hear and determine disputes in accordance with its jurisdiction (see <https://www.nationalsporttribunal.gov.au/>).

**Official** means an Administrator, Umpire or Selector.

**Participant** means Administrator, Player, Coach, Team Support Personnel, Umpire, Selector and any other person who participates in, and or attends, an event, activity or program of NQ, Member Associates or Affiliates, including people who may not be a registered member.

**Player** means any player who from time to time:  
(b) is registered or affiliated with a Club;



- (c) is contracted to Queensland Firebirds or Queensland Fusion, including as trial players;
- (d) participates in a Competition; or
- (e) is registered with, or participates in, a Program.

**Program** means any program or activity conducted or sanctioned by NQ from time to time, including Girl Warrior, NetX and Diamond Spirit.

**Respondent** means the party responding to, or defending, a Grievance brought against it in accordance with these Regulations.

**Secretariat** means the person appointed by NQ from time to time to administer the Disciplinary Procedures Regulations.

**Selector** means any person appointed by NQ to select Players, Coaches or Officials.

**Team Support Personnel** mean:

- (a) team managers;
- (b) medical personnel, including doctors, physiotherapists, psychologists, masseurs, strength and conditioning, sport trainers, and nutritionists; and
- (c) any other person involved in the preparation, training or rehabilitation of Players.

**Umpire** means any official appointed to officiate or adjudicate in relation to a Game, including umpires, bench officials and other technical officials.

**Venue** means Nissan Arena (previously Queensland State Netball Centre) over which NQ has venue management rights.

23.2 In these Regulations:

- (a) words in the singular include the plural and vice versa;
- (b) reference to "including" and similar words are not words of limitation;
- (c) words importing a gender include any other gender; and
- (d) a Person includes a body corporate.

23.3 An NQ Integrity Body must apply the law as applicable in the State of Queensland.

23.4 These Regulations may be amended withdrawn or replaced from time to time by NQ in its sole discretion.

23.5 In the event any provision of these Regulations is determined invalid or unenforceable, the remaining provisions shall not be affected. These Regulations do not fail because any part of these Regulations is held invalid.

23.6 A failure to exercise or enforce any right conferred by these Regulations will not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof or of any other right on any other occasion.



**PRESCRIBED FORM 01: COMPLAINT APPLICATION FORM**



**PRESCRIBED FORM 02: APPEAL APPLICATION FORM**





**PRESCRIBED FORM 03: ASSOCIATION APPLICATION FORM**