Deaf Sports Australia

National Integrity Framework

Complaints, Disputes and Discipline Policy

Commencement date:
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OFFICIAL

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1. Introduction

Deaf Sports Australia is committed to making Deaf Sports a safe and fair place for all participants. To achieve this, Deaf Sports Australia has adopted the National Integrity Framework.

The National Integrity Framework is designed to assist with creating a safe and fair sporting environment for all by setting out the rules about the types of behaviour that are unacceptable in Deaf Sports. These unacceptable behaviours are defined as Prohibited Conduct. The National Integrity Framework seeks to guide Relevant Persons and Relevant Organisations on what to do if they experience or witness breaches of these rules.

The National Integrity Framework has been developed by Sport Integrity Australia and is made up of the following five policies:

- Safeguarding Children and Young People Policy;
- Competition Manipulation and Sports Betting Policy;
- Improper Use of Drugs and Medicine Policy;
- Participant Protection Policy; and
- Complaints, Disputes and Discipline Policy (this **Policy**).

Within the National Integrity Framework, this Policy sets out the process and parameters for how allegations of Prohibited Conduct are managed and resolved.

This Policy also applies to Prohibited Conduct under the following other Deaf Sports Australia policies:

- Code of Conduct; and
- any other policies stated to be subject to this Policy as adopted by Deaf Sports Australia from time to time.

The National Integrity Framework policies and the above referenced Deaf Sports Australia policies are collectively known as the **Relevant Policies**.

This Policy should be read and used in conjunction with the Relevant Policies.

Nothing in the National Integrity Framework overrides a law of the Commonwealth, or a state or territory, which take precedence and must be complied with in the first instance. Relevant Organisations must inform themselves of any relevant requirements in their jurisdiction and ensure that they are complying with any additional legislative requirements that may exist in their state or territory.

2. Policy Intent

This Policy and its procedures are designed to ensure that allegations of Prohibited Conduct are managed through an effective, consistent, and timely process, which is fair and transparent.

3. Definitions

In this Policy, the following words have the corresponding meaning:

Abusive Behaviour Towards a Person with Disability means any type of behaviour towards a person (in person, online or via any means of communication) on the basis of their disability that is degrading, humiliating, exploitative, or otherwise denies human dignity or autonomy without reasonable justification. For the avoidance of doubt, this does not include behaviour towards a person with disability that is unrelated to their disability.

Affected Party means a person who is directly affected by alleged Prohibited Conduct.

Allegation means allegations submitted in accordance with clause 6 of this Policy that a Relevant Person or Relevant Organisation has committed Prohibited Conduct under a Relevant Policy, and includes both Reports and Complaints.

Alternative Dispute Resolution is a collective term for processes, other than arbitration, such as mediation or conciliation that may be used to resolve allegations of Prohibited Conduct under this Policy.

Appeals Tribunal means the NST Appeals Division or other tribunal which hears appeals from first instance decisions (including an appeals tribunal convened by a Relevant Organisation) with the power to hear an appeal of a decision of a Hearing Tribunal under this Policy.

Athlete means a person who is registered, or entitled to participate, in a Deaf Sports contest, match, competition, event, or other sporting activity (including training) which is sanctioned or organised by a Relevant Organisation.

Board means the board of Deaf Sports Australia.

Breach Notice means a written notification sent to the Respondent in accordance with clause 8.5.

Club means any club that is affiliated with Deaf Sports Australia or an SDSO or otherwise enters an Athlete or a Team to participate in a Deaf Sports contest, match, competition or event which is sanctioned or organised by a Relevant Organisation.

Complainant has the meaning given in clause 6.2.

Complaint has the meaning given in clause 6.1.

Complaint Manager means a person appointed under clause 6.11 to manage a Complaint under this Policy.

Complaints Process means the process for managing a Complaint under the guidance of this Policy from the time the Complaint is received to the Resolution Process.

Contractor means any person or organisation engaged to provide services for or on behalf of a Relevant Organisation directly relating to the delivery of Deaf Sports activities to Participants. This includes:

(a) agents, advisers, and subcontractors of a Relevant Organisation; and

(b) employees, officers, volunteers, and agents of a Contractor or subcontractor.

Deaf Sports means the sport of our member organisations as governed by Deaf Sports Australia and International Committee of Sports for the Deaf from time to time.

Discrimination includes both direct and indirect discrimination (in person, online or via any means of communication), which have the following meaning:

(a) 'Direct discrimination' occurs where, because a person has a Protected Characteristic, they are treated less favourably than a person without that characteristic would be treated in the same or similar circumstances, and the less favourable treatment has the effect of impairing or nullifying that person's enjoyment of a fundamental human right; and

(b) 'Indirect discrimination' occurs where a practice, rule, requirement or condition that applies to everyone disproportionately disadvantages one or more groups of people with a Protected Characteristic and the practice, rule, requirement or condition is not reasonable in the circumstances and has effect of impairing or nullifying that group's enjoyment of a fundamental human right.

Employee means a person employed by a Relevant Organisation.

Guidance for Complaint Management and Sanctioning means the guidelines published by Sport Integrity Australia and available on its website for evaluating and prioritising allegations of Prohibited Conduct and assisting with determining an appropriate mechanism to manage a Complaint, as amended from time to time.

Hearing Tribunal means the NST General Division or other first instance tribunal (including a hearing tribunal convened by a Relevant Organisation) with the power to conduct a hearing under this Policy. **convened by a Relevant Organisation) with the power to conduct a hearing under this Policy.**

International Committee of Sports for the Deaf (ICSD) means the international federation for Deaf Sports.

Member includes both:

(a) **Member Organisations**, which means each company or incorporated association that is a member or affiliate of **Deaf Sports Australia**– including each:

  (i) any National Deaf Sport Organisation or SDSO; and

(b) **Individual Members**, which means individuals who are registered as a member of Deaf Sports Australia or a Member Organisation.

National Deaf Sport Organisation means either:

• a sub-committee of the company with a minimum of two individuals established by resolution of directors to manage an individual sport for athletes who are deaf and hard of hearing, or

• a separate legal entity from the company but admitted by directors to manage an individual sport for athletes who are deaf and hard of hearing,

National Integrity Framework means the Deaf Sports Australia National Integrity Framework as developed by Sport Integrity Australia and consisting of the following five policies:

(a) Safeguarding Children and Young People Policy;

(b) Competition Manipulation and Sports Betting Policy;

(c) Improper Use of Drugs and Medicine Policy;

(d) Participant Protection Policy; and

(e) Complaints, Disputes and Discipline Policy.

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

NST Eligible Matter means an alleged breach that is a kind of dispute that falls within the jurisdiction of the NST[1].

NST Legislation means the *National Sports Tribunal Act 2019* (Cth) (NST Act), and any legislative instruments.

made under the NST Act as may be in force from time to time.

Participant means:

(a) Athletes;

(b) coaches appointed, engaged, accredited, registered or otherwise approved by a Relevant Organisation to train an Athlete or Team;

(c) administrators who have a role in the administration, operation or activities of a Relevant Organisation, including owners, directors, committee members or other persons;

(d) officials, including referees, umpires, technical officials, classifiers and related personnel, or other officials appointed by a Relevant Organisation, or by any league, competition, series, Club or Team sanctioned by a Relevant Organisation; and

(e) support personnel who are appointed in a professional or voluntary capacity by a Relevant Organisation or by any league, competition, series, Club or Team sanctioned by a Relevant Organisation, including sports science sports medicine personnel, Team managers, agents, selectors, and Team staff members.

Policy means this Complaints, Disputes and Discipline Policy.

Prohibited Conduct means the conduct proscribed in each of the Relevant Policies, including the conduct proscribed under clause 5 of this Policy.

Protected Characteristic means:

(a) age;

(b) disability;

(c) race or ethnicity (including skin colour, nationality or migrant status);

(d) sex or gender identity (including intersex status or identifying as non-binary or transgender);

(e) family or relationship status (including pregnancy, marital or relationship status, family responsibilities, breastfeeding);

(f) sexual orientation; or

(g) religion.

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

Provisional Action means temporary measures imposed on a Respondent while they are subject to a Complaints Process, or an investigation by law enforcement.

Relevant Organisation means any of the following organisations:

(a) Deaf Sports Australia;

(b) Member Organisations; or

(c) any other organisation that has agreed to be bound by the Relevant Policies.

[1] See NST Act sections 5(2) and 6(2) and NST Rule section 7.

Relevant Person means any of the following persons:

(a) Individual Member;

(b) Participant;

(c) Employee;

(d) Contractor;

(e) Volunteer; or

(f) any other individual who has agreed to be bound by the Relevant Policies.

Relevant Policies means the following Deaf Sports Australia policies:

(a) Safeguarding Children and Young People Policy;

(b) Competition Manipulation and Sports Betting Policy;

(c) Improper Use of Drugs and Medicine Policy;

(d) Participant Protection Policy;

(e) Complaints, Disputes and Discipline Policy;

(f) Code of Conduct; and

(g) any other by-laws, rules, regulations or policies of Deaf Sports Australia that are stated to be subject to this Policy.

Report has the meaning given in clause 6.5.

Reporter has the meaning given in clause 6.6.

Resolution Process means the process from the point at which a Breach Notice has been issued to a Respondent.

Respondent has the meaning given in clause 6.3.

Sanction means the disciplinary action(s) taken against a Respondent for breaching a Relevant Policy.

State Deaf Sport Organisation (SDSO) means each of:

(a) DeafACT

(b) Deaf Sports Recreation SA

(c) Deaf Sports Recreation Queensland

(d) Deaf Sports Recreation Victoria

(e) New South Wales Deaf Sports

(f) Western Australia Deaf Recreation Association

Team means a collection or squad of Athletes registered with a Relevant Organisation or entitled to participate in a Deaf Sports contest, match, competition or event which is sanctioned or organised by a Relevant Organisation.

Volunteer means any person engaged by a Relevant Organisation in any capacity who is not otherwise an Employee or Contractor, including parents or carers that volunteer, directors and office holders, coaches, officials, administrators and support personnel.

Vulnerable Person means a person who is:

(a) under the age of 18;

(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.

4. Jurisdiction

4.1 When this Policy applies

This Policy applies to Prohibited Conduct under each of the Relevant Policies.

4.2 Who the Relevant Policies apply to

(a) This Policy applies to and binds:

(i) all Relevant Persons (including Relevant Persons under the age of 18) and Relevant Organisations; and

(ii) any person who, or organisation that:

(A) has had an Allegation made against them; and

(B) was bound by the Relevant Policies at the time of the alleged Prohibited Conduct, even if they are no longer a Relevant Person or Relevant Organisation.

(b) Employees are expected to abide by the terms of the Relevant Policies as a reasonable and lawful direction of the Relevant Organisation they are employed by (as relevant) as their employer.

(c) Relevant Organisations must take reasonable steps to adopt the Relevant Policies and to ensure that their Members (including both registered individuals and organisations and affiliated organisations), Contractors and Volunteers are contractually bound to abide by the terms of the Relevant Policies.

(d) Relevant Organisations must also take reasonable steps to ensure that any Participant participating in a Deaf Sports contest, match, competition, event, or other sporting activity (including training) which is sanctioned or organised by the Relevant Organisation has agreed to be bound by the Relevant Policies prior to their participation. This may be through mechanisms such as conditions of registration or entry or by requiring participants to register for membership of Deaf Sports.

(e) Any person or organisation who has had an Allegation made about them under this Policy and was bound by the Relevant Policies at the time of the alleged behaviour continues to be bound by this Policy until the matter is finalised and any Sanction has been complied with.

4.3 What happens when there are conflicting provisions?

(a) Laws of the Commonwealth, or a state or territory, take precedence and must be complied with in the first instance.

(b) Where conduct may constitute Prohibited Conduct but is a Protected Disclosure with respect to Deaf Sports Australia it must be dealt with under Deaf Sports Australia's whistleblower policy (if applicable).

(c) The Improper Use of Drugs and Medicine Policy is intended to supplement the Australian National Anti-Doping Policy or any other applicable World Anti-Doping Code compliant anti-doping policy adopted by Deaf Sports Australia (below, the Deaf Sports Australia ADP), and not replace it. To the extent that any provision of the Improper Use of Drugs and Medicine Policy may be read as permitting behaviour that would be a violation of the Deaf Sports Australia ADP, the requirements of the ADP will prevail. Any allegation relating to conduct that may be a violation of the Deaf Sports Australia ADP as well as of the Improper Use of Drugs and Medicine Policy will be dealt with under the relevant ADP. Conduct that is Prohibited Conduct under the Improper Use of Drugs and Medicine Policy that is not a potential violation of the Deaf Sports Australia ADP will be dealt with under this Policy.

(d) Nothing in the Relevant Policies prevents the Relevant Organisation from referring any alleged Prohibited Conduct or criminal conduct to a relevant law enforcement agency.

(e) The Relevant Policies are subject to Deaf Sports Australia Constitution and if there is any inconsistency, the Constitution will prevail.

5. Prohibited Conduct

5.1 What is Prohibited Conduct under this Policy?

(a) Subject to clause 5.1(b), in addition to the conduct proscribed under each of the Relevant Policies, a Relevant Person or a Relevant Organisation will breach this Policy if, without reasonable cause, they:

(i) fail to comply with, or enforce, a Sanction or Provisional Action imposed on a Respondent in accordance with this Policy;

(ii) fail to report any conduct which is reasonably likely to be Prohibited Conduct in accordance with clause 6.7 as soon as reasonably practicable after they become aware of it;

(iii) deliberately or wilfully withhold information in relation to any conduct which the Relevant Person or Relevant Organisation knows or could reasonably be expected to know or suspect may be a breach of the Relevant Policies;

(iv) attempt to interfere with an investigation under this Policy, including by seeking to obtain confidential information that the Relevant Person or Relevant Organisation is not entitled to, interfering with witnesses, or otherwise attempting to impede or subvert the investigation;

(v) fail to provide further information or documentation as requested during the Complaint Process;

(vi) knowingly provide any inaccurate and/or misleading information in relation to any Complaint Process under this Policy; or

(vii) fail to comply with obligations under this Policy to keep information confidential.

(b) A Relevant Person or Relevant Organisation will not be deemed to have breached this Policy if they fail to answer a question or provide information on the grounds that doing so would be a breach of any applicable law.

(c) Deaf Sports Australia may initiate disciplinary action in accordance with this Policy if it becomes aware of a potential breach of clause 5.1(a) of this Policy.

6. Making a Complaint or Report

6.1 What is a Complaint?

(a) A Complaint is a written submission of an Allegation:

(i) made by a Complainant (who cannot make the Complaint anonymously); and

(ii) relating to Prohibited Conduct under a Relevant Policy; and

(iii) against a Respondent.

(b) An Allegation that does not meet the requirements of clause 6.1(a) may also be deemed to be a Complaint in accordance with clause 7.1(a)(iv).

6.2 Who is a Complainant?

(a) When a person makes an Allegation under this Policy about alleged Prohibited Conduct that has directly affected them as an Affected Party, they will be deemed to be a Complainant for the purposes of the Complaints Process.

(b) Where the Affected Party is a Vulnerable Person and is unable to submit an Allegation on their own behalf or wishes for assistance to do so (due to age, disability or any other reason), an Allegation may be made on their behalf by a parent or carer and the Affected Party will be identified as the Complainant. However, if the Affected Party objects to the Allegation being made on their behalf or does not wish to be involved in the Complaint Process, the Allegation will instead be treated as a Report.

(c) Where an Affected Party is unable to make a submission in writing for any reason, their Complaint may be recorded in writing by another person on their behalf. Where the written submission is not an exact recording of the Affected Party's words (for example, where it has been translated into English), this should be stated in the submission.

(d) As the individual making the Allegation will need to be identified as an Affected Party to be considered a Complainant, Complainants cannot be anonymous.

6.3 Who is a Respondent?

A Respondent is a Relevant Person or Relevant Organisation about whom an Allegation has been made and who was bound by the Relevant Policy/ies at the time the alleged Prohibited Conduct occurred.

6.4 Vulnerable Persons and support persons

(a) The parent or carer of a Vulnerable Person who is a party to a Complaint may support the Vulnerable Person through the Complaints Process and any subsequent Resolution Process (for example, at any interview, Alternative Dispute Resolution process, or Hearing Tribunal or Appeals Tribunal). However, a parent or carer may only act on behalf of a Vulnerable Person where the Vulnerable Person is unable to do so or has requested that they do so and this is reasonable in the circumstances. Where a parent or carer is also potentially a witness to the Complaint, they may be requested to nominate another appropriate adult to support the Vulnerable Person during interviews.

(b) Sport Integrity Australia and Relevant Organisations may have regard to the guide entitled "Complaint Handling Guide: Upholding the rights of children and young people" issued by the National Office for Child Safety in managing Complaints made on behalf of or involving Vulnerable Persons, currently available here, or such other guide that may replace it.

(c) Any party to a Complaint may request that they be assisted by a support person or authorised representative. This request will generally be granted unless there is a specific reason to deny it (for example, where a nominated support person or authorised representative is also a witness to the allegations or is actively hindering the interview process). Reporters and witnesses may be permitted to be assisted by a support person or authorised representative where this is considered appropriate.

6.5 What is a Report?

(a) A Report is an Allegation that a Respondent has engaged in conduct which may be Prohibited Conduct under a Relevant Policy where:

(i) the person making the Allegation is not an Affected Party;

(ii) the Allegation has not been made in writing (either by the Affected Party or by a person on their behalf in accordance with clause 6.2(c)); or

(iii) the person making the Allegation is an Affected Party but wishes to remain anonymous.

(b) Subject to this clause 6.5 and clause 7.1, Reports received under this Policy may be recorded for information purposes only with no further action taken. The process for managing a Report will be at the discretion of the Complaint Manager. In some circumstances, Reports may be managed through the Complaints Process. Reporters will not be contacted regarding their Report unless further information is required.

(c) Where a Report is made anonymously, the ability to progress the matter will depend on what other evidence is available aside from the Reporter's account. If the Reporter does not want their identity revealed to the Respondent and there is a lack of other evidence that can be put to the Respondent (such as video footage, social media, written communications or other witness evidence), this may limit the action that can be taken in relation to the Allegation.

(d) If a Complaint Manager determines in accordance with clause 7.1(a)(iv) that a Report will be progressed through the Complaints Process, the Report will be deemed to be a Complaint from that point forward, but there will be no Complainant unless an Affected Party consents to being involved on this basis. If the Complaint Manager decides to close the matter with no further action, a record must be kept setting out the details of the Report and the reasons for that decision in accordance with clause 7.1(e).

(e) Where multiple Reports are made about the same or related alleged conduct by the same Respondent, the Complaint Manager can combine these Allegations into a single Complaint for the purposes of the Complaints Process.

(f) Any Report relating to alleged conduct that suggests a risk of harm to any child or of criminal conduct must be reported to the relevant law enforcement agency and/or child protection agency as applicable, regardless of whether the matter can be progressed through a Complaints Process.

6.6 Who is a Reporter?

(a) A Reporter is any person or organisation, including a Relevant Person or Relevant Organisation, who or which has reason to believe that Prohibited Conduct may have occurred and makes a Report. A Reporter may be anonymous.

(b) A Reporter is not entitled to the same rights throughout the Complaints Process as a Complainant. For example, a Complaint Manager may choose not to inform a Reporter of decisions made in relation to the Report, and will not invite Reporters to participate in any Alternative Dispute Resolution or informal facilitation process unless there is a specific reason for their inclusion.

6.7 Where to submit Allegations

An Allegation may be submitted to Sport Integrity Australia where it relates to Prohibited Conduct under the Safeguarding Children and Young People Policy or to Discrimination or Abusive Behaviour Towards a Person with Disability under the Participant Protection Policy. The online web form on the Sport Integrity Australia website is the preferred method for submitting Allegations to Sport Integrity Australia.

(a) Any Allegation of a breach of a Relevant Policy (other than in relation to Intentional Misrepresentation) may be submitted to Deaf Sports Australia.

(b) If an Allegation is submitted to a Relevant Organisation other than Deaf Sports Australia, that Relevant Organisation must refer the Allegation to Deaf Sports Australia to manage as soon as reasonably possible and must not take any steps to evaluate or action the Allegation. This does not apply to the Relevant Organisation imposing any form of employment action in its capacity as the Respondent's employer, where applicable.

6.8 Responsibility for managing a matter under this Policy

(a) On receipt of an Allegation, the organisation that receives the Allegation must appoint a Complaint Manager for the matter, having regard to this clause 6.8 and the requirements set out in clause 6.13.

(b) The organisation managing the Complaint may appoint an independent Complaint Manager where appropriate but, subject to clause 6.8(c) below, will remain responsible for overall management of the Complaint.

(c) Where an Allegation is made against Deaf Sports Australia in its capacity as a Relevant Organisation:

(i) if Sport Integrity Australia is able to manage the Allegation in accordance with clause 6.70 – the Allegation should be submitted to Sport Integrity Australia;

(ii) if Sport Integrity Australia is not able to manage the Allegation – Deaf Sports Australia must either engage an independent Complaint Manager to manage the Allegation, or refer the matter directly to the National Sports Tribunal. Where Deaf Sports Australia refers the matter directly to the National Sports Tribunal, the Complainant will be required to pay the application fee; or

(iii) if Sport Integrity Australia or an independent Complaint Manager investigates the Allegation and makes substantiated findings – the Complainant may make a direct application to the National Sports Tribunal for arbitration in accordance with clause 8.1(d) without a Breach Notice being issued.

(d) Where an Allegation relates to alleged Prohibited Conduct below the national level, Deaf Sports Australia may delegate its functions and responsibilities relating to managing Complaints under this Policy to a Relevant Organisation, other than those functions and responsibilities set out in this clause 6.8. In accordance with clause 6.13, Deaf Sports Australia must take into account any significant conflict of interest, and whether it can be appropriately managed, in considering whether to delegate such functions and responsibilities to a Relevant Organisation. If delegated:

(i) any reference to Deaf Sports Australia in provisions relevant to the delegated functions will be read as a reference to that Relevant Organisation;

(ii) the matter may only be referred to the NST through Deaf Sports Australia; and

(iii) the matter remains subject to overview and review by Deaf Sports Australia, which may require the Relevant Organisation managing the Complaint to remedy any failure to discharge a delegated responsibility and/or improper exercise of a delegated function.

6.9 Withdrawing a Complaint

(a) A Complaint can be withdrawn at any time. Withdrawing a Complaint must be done in writing (including electronically) to the organisation managing the Complaint.

(b) Where a Complaint has been withdrawn, the Complaint Manager may choose to continue to progress the matter through the Complaints Process without a Complainant if the Complaint Manager considers that the alleged conduct presents an ongoing risk to Participants and there is sufficient evidence to do so without the involvement of the Complainant.

6.10 Confidentiality

(a) All Allegations made under this Policy, information disclosed in relation to them, and information relating to the Complaints Process and Resolution Process are to be kept confidential and may be disclosed by Sport Integrity Australia, Deaf Sports Australia or a Complaint Manager only in the following circumstances:

(i) as required or authorised by law (including disclosures made by Sport Integrity Australia under the *Sport Integrity Australia Act 2020* (Cth) or at the direction of a court or tribunal);

(ii) to professional advisers for the purpose of obtaining advice;

(iii) to any person, organisation or tribunal to facilitate the proper handling of a matter under this Policy;

(iv) to any third party, including other domestic or foreign sporting bodies, law enforcement agencies and government or regulatory authorities, for the primary purpose of:

(A) preventing or lessening a risk to the safety, health, or wellbeing of a person; or

(B) protecting children participating in any sport; or

(C) protecting the safety of participants in any sport;

(v) to a Respondent's employer, where the disclosing party reasonably considers that the Respondent may pose a risk to the safety of children or a material risk to the safety, health and wellbeing of any person, and that it is necessary for the Respondent's employer to be aware of this risk;

(vi) in accordance with clause 8.8(b); or

(vii) otherwise with the consent of all individuals about whom information is being disclosed.

(b) Decisions around appropriate disclosure of information will be addressed on a case-by-case basis in accordance with this clause 6.10. Disclosure of information to persons other than the parties to the Complaint may be restricted.

(c) Deaf Sports Australia will, on request from Sport Integrity Australia, provide information to Sport Integrity Australia which it requires to undertake the Complaints Process.

(d) Relevant Persons involved in a Complaints Process, including as a party to a Complaint or as a witness, are required to keep confidential any personal information of another person or details of allegations obtained through the Complaints Process. A failure to comply with this clause may result in a breach of clause 5.1(a)(i). This does not prevent Relevant Persons from sharing information with professional advisers on a confidential basis for the purposes of obtaining advice, or otherwise where required to do so by law.

6.11 Complaint Managers

(a) For the purposes of this Policy, a Complaint Manager is the person who is responsible for managing a Complaints Process in respect of a particular Complaint.

(b) Deaf Sports Australia will appoint one or more persons to regularly undertake the duties of a Complaint Manager and to manage Deaf Sports Australia's obligations under this Policy. Throughout this Policy, any reference to "Deaf Sports Australia Complaint Manager" is taken to be a reference to the person or persons appointed by Deaf Sports Australia in accordance with this clause 6.11(b).

6.12 Failure to Cooperate

(a) Subject to clause **Error! Reference source not found.**(c), Relevant Persons should cooperate fully with any Complaints Process or Resolution Process they are involved in. A failure to do so may be Prohibited Conduct under clause 5.1(a) of this Policy.

(b) If a Respondent fails or refuses to respond, after a request has been made in a reasonable time in advance, to answer any relevant question, provide relevant documentation, and/or participate in a Complaints Process or Resolution Process, Sport Integrity Australia, Deaf Sports Australia, a Hearing Tribunal or an Appeals Tribunal (as applicable) may make findings based on the available information.

(c) No individual or organisation bound by this Policy is required to answer a question or provide information where to do so would be a breach of any applicable law.

6.13 Conflicts of interest

(a) To the greatest extent reasonably possible:

(i) no person who has a conflict of interest in respect of an Allegation made under this Policy may be involved in the management of that matter, including the evaluation, assessment, or investigation of allegations, any decisions relating to Provisional Action or Sanctions, or as part of a Hearing Tribunal or Appeals Tribunal; and

(ii) individuals who have a conflict of interest in respect of an Allegation made under this Policy should be restricted from accessing any information about that matter other than information that is publicly known or which is disclosed to them as a party or witness to the Complaint.

(b) Where Deaf Sports Australia has appointed only one person as the Deaf Sports Australia Complaint Manager in accordance with clause 6.11(b) and that person has a conflict of interest in respect of an Allegation made to Deaf Sports Australia, another person must be appointed as the Complaint Manager in respect of that matter. If no other suitable person is available to act as the Complaint Manager for that matter and the matter cannot be transferred to Sport Integrity Australia, Deaf Sports Australia must appoint an independent Complaint Manager to handle the Allegation.

(c) For the purposes of this Policy, a conflict of interest means any actual, perceived or potential conflict between a person's duties in impartially handling a matter in accordance with this Policy and their own personal or professional interests. This includes, without limitation:

(i) where the individual or their family member, close personal friend or direct employer is the subject of one or more alleged breaches;

(ii) where the individual has a personal conflict or close relationship with a Complainant or Respondent or any person directly affected by the alleged conduct; and

(iii) where the individual may gain or lose a benefit depending on the outcome of the Complaints Process.

(d) For the avoidance of doubt, an individual does not have a conflict of interest purely on the basis of a professional relationship such as having managed an Allegation by or against a party involved in the matter previously, being a member of the same club, or otherwise having had casual contact with a party through their involvement in Deaf Sports.

7. The Complaints Process

7.1 Evaluation Part 1: Assessment of Allegations

(a) Upon receipt of an Allegation of a breach of a Relevant Policy in accordance with clause 6 and after considering any potential conflicts of interest in accordance with clause 6.13, the Complaint Manager will assess the Allegation to determine whether it should be managed under this Policy. In undertaking this assessment, the Complaint Manager will consider the following:

(i) whether the Allegation, if substantiated wholly or in part, could potentially constitute Prohibited Conduct under a Relevant Policy;

(ii) whether the person or organisation about whom the Allegation is made was bound by the Relevant Policies at the time and in respect of the alleged conduct;

(iii) whether the person who submitted the Allegation is a Complainant for the purposes of clause 6.2;

(iv) if the Allegation was not submitted by a Complainant, whether the Report should be progressed as a Complaint or recorded with no further action;

(v) whether the Allegation is malicious or vexatious in nature; and

(vi) whether the Allegation has previously been managed through another complaints process, or is currently under investigation by another organisation.

(b) For the purposes of clause 7.1(a)(v), an Allegation may only be considered malicious or vexatious where:

(i) the Allegation is made with the knowledge that it is false;

(ii) the primary purpose for making the Allegation was to cause physical, emotional or reputational harm to the Respondent; or

(iii) the Allegation was primarily made to achieve an ulterior motive not related to achieving an outcome under this Policy,

and will not be considered malicious or vexatious simply because the Allegation is not substantiated following investigation.

(c) If the Complaint Manager considers that either clause 7.1(a)(i) or (ii) is not satisfied, or that the Allegation is malicious or vexatious in accordance with clause 7.1(a)(vi), the matter cannot be managed under this Policy.

(d) In making a determination under clause 7.1(a)(iv) the Complaint Manager may consider factors including but not limited to the seriousness of the alleged conduct, the existence of previous Reports or substantiated Allegations of similar conduct, the willingness of any person or persons directly affected by the alleged conduct to be involved in a Complaints Process, the availability of evidence that could be relied upon in an investigation to support the Allegation, and the perceived risk to the sport.

(e) Where the Complaint Manager determines, based on one or more considerations under clause 7.1(a), that the Allegation should not be managed under this Policy, the Complaint Manager may:

(i) record the Allegation and close the matter with no further action, together with the reason for why the matter was closed;

(ii) manage the Allegation under a different policy or procedure; or

(iii) transfer the matter to be managed by another organisation or to another person within the same organisation,

and notify the Complainant of the outcome (where there is a Complainant).

(f) Where a matter has the potential to be managed by either Sport Integrity Australia or Deaf Sports Australia, these organisations may consult on who is best placed to manage the matter and the role of Complaint

(g) Where an Allegation relates to conduct that is potentially also covered by the policies of another sporting organisation, Deaf Sports Australia may consult with that organisation on which policies the matter should be handled under, and may transfer the matter to the other organisation to manage where appropriate. Deaf Sports Australia may then choose to recognise any provisional measures or sanctions imposed by the other organisation in accordance with clauses 7.4(h) and 8.4(f).

(h) Matters relating to personal grievances, governance, eligibility and selection disputes, and competition-related rules should not be managed under this Policy, and should be managed in accordance with the appropriate policies, rules or procedures of Deaf Sports Australia or the responsible Relevant Organisation. In-competition conduct should be managed under relevant in-game procedures at the time it occurs, but may be subject to further action under this Policy where the Complaint Manager reasonably considers it appropriate to do so (for example, due to the seriousness of the conduct or an alleged ongoing pattern of behaviour).

(i) Issues relating to employment or volunteering arrangements, including but not limited to underperformance, poor communication, failure to meet workplace expectations, or personal conflicts between employees, should be addressed through the relevant workplace performance management processes by the individual's employer. A separate process may be run under this Policy only to the extent that the Complaint Manager considers that the employee's alleged conduct goes beyond an employment dispute and adversely impacts on the integrity of Deaf Sports or wellbeing of Participants (for example, the behaviour of a coach towards Athletes). Any employment process should be prioritised in the first instance, but a Complaints Process under this Policy may be commenced without the employment process being concluded where the Complaint Manager reasonably considers that the employer has failed to take action or has caused unreasonable delay in doing so, or that this is warranted to manage a risk to Participants more broadly. Any finding or action taken by an employer is without prejudice to a Complaints Process or Sanction under this Policy and vice-versa.

(j) Subject to clause 7.1(h), Allegations that have been previously managed through another complaints process will not be reconsidered or reinvestigated unless there are compelling reasons to do so, such as relevant new information becoming available. Where another organisation is currently investigating the same alleged conduct, the Complaint Manager may consider whether Deaf Sports Australia could sufficiently rely upon the outcome of that investigation to determine whether there has been a breach of a Relevant Policy, and if so, may suspend the Complaints Process pending the outcome of the other investigation. A concurrent investigation may be run if there are aspects of the Allegation that would not be considered as part of the other investigation, the other organisation will not consent to sharing the results of its investigation, or where the Complaint Manager otherwise considers it reasonable to do so.

(k) Where an Allegation relates to harmful online content, it may be necessary to act quickly to have the content removed, where possible. If the Respondent does not agree to remove the content and the content is not posted to a platform where Deaf Sports Australia or another Relevant Organisation has the technical capability to remove the content as a moderator, this can be reported to the online platform hosting the content or, for seriously harmful content, to the eSafety Commissioner. Affected Parties or their parent or carer may report matters directly to the online platform involved or to the eSafety Commissioner. Failure by a Respondent to remove content when requested to do so may be considered an aggravating factor in any subsequent sanctioning decision if the Allegation is substantiated.

(l) If a person considers that a child is at risk of immediate harm, the matter must be reported to the relevant law enforcement/child protection agency as soon as possible in accordance with the Safeguarding Children and Young People Policy. Risks to children should be considered throughout the Complaints Process, and the safety of children must be prioritised at all times, subject to still complying with the procedural fairness and confidentiality requirements set out in this Policy.

7.2 Evaluation Part 2: Determination of how to manage Complaint

(a) Following the assessment of the Allegation in accordance with clause 7.1, where the Complaint Manager determines that the Allegation should be managed as a Complaint under this Policy, the Complaint Manager will then evaluate the Complaint to determine the most appropriate action or actions to take in accordance with this clause 7.2. In making this evaluation, the Complaint Manager may take into account factors including but not limited to:

(i) the seriousness of the alleged conduct;

(ii) any harm that affected parties have or may have suffered as a result of the alleged conduct;

(iii) any previous Reports or substantiated findings of similar conduct by the Respondent, and any previous actions taken to manage such behaviours;

(iv) the age of the Respondent and any Affected Parties;

(v) whether the Allegation could be more appropriately managed under another policy or procedure of Deaf Sports Australia or of another organisation;

(vi) the preferences of any Affected Parties; and

(vii) the best interests of the parties.

(b) The Complaint Manager may have reference to the guidance set out in the Guidance for Complaint Management and Sanctioning published by Sport Integrity Australia from time to time in making this evaluation. The Complaint Manager may also seek additional information from witnesses, organisations that may hold relevant information and parties to the Complaint to inform their understanding of the context and background as part of this evaluation.

(c) Based on this evaluation, any one or a combination of the following actions may be undertaken:

(i) make an external referral in accordance with clause 7.3;

(ii) impose Provisional Action in accordance with clause 7.4;

(iii) conduct an investigation in accordance with clause 7.5;

(iv) conduct informal facilitation meetings between the parties in accordance with clause 7.6;

(v) refer the parties to Alternative Dispute Resolution in accordance with clause 7.7;

(vi) refer the Complaint to the appropriate Relevant Organisation (which may include Deaf Sports Australia) to be managed under another policy;

(vii) direct the Respondent to undertake education or training;

(viii) issue the Respondent with a formal reminder of their obligations under the Relevant Policies; or

(ix) refer the Complaint directly to a Hearing Tribunal for resolution.

(d) A direction to undertake education or training in accordance with clause 7.2(c)(vii) or a formal reminder of obligations in accordance with clause 7.2(c)(viii) is not a Sanction and does not constitute an official warning or a finding that the Respondent has engaged in the alleged conduct.

(e) If the Complaint Manager reasonably considers it appropriate to do so having regard to the factors set out in clause 7.2(a), the Complaint Manager may choose to close a Complaint after undertaking one or more of the actions set out in clause 7.2(c)(iv), (vi), (vii) or (viii). A record must be kept in accordance with clause 8.9(c), including the actions taken and the reason for closing the matter.

(f) Where the Complaint involves allegations made against Deaf Sports Australia in its capacity as a Relevant Organisation, the Complaint must instead be managed in accordance with clause 6.8(c).

7.3 External referral

(a) At any time during the Complaints Process, an Allegation may be referred to a relevant external organisation if it will assist the organisation to perform or exercise any of the functions, duties or powers. This may include referral to a law enforcement agency, government or regulatory authority or child protection agency. If a person considers that a child is at risk of immediate harm the matter must be reported to the relevant law enforcement/child protection agency as soon as possible. In particular, Relevant Persons must ensure that they comply with any relevant statutory reportable conduct schemes in their state or territory at all times.

(b) If an external referral is made, the Complaints Process may be suspended pending external resolution where appropriate. Where a matter is referred to a law enforcement agency, the Complaint Manager should consult with that agency on what steps should and should not be taken so as to appropriately manage any risk to Participants without jeopardising any criminal investigation.

7.4 Provisional Action

(a) If at any point after receiving an Allegation and before the matter is closed or a Sanction is imposed, the Complaint Manager believes on reasonable grounds that an Allegation suggests that there is a risk that the Respondent may:

(i) cause harm to a Participant; or

(ii) directly or indirectly impede the Complaints Process or put the integrity of the process at risk,

Deaf Sports Australia may impose such Provisional Action as it considers appropriate to mitigating that risk.

(b) Provisional Action may only be taken by Deaf Sports Australia and not by Sport Integrity Australia. For matters managed by Sport Integrity Australia, Sport Integrity Australia will advise Deaf Sports Australia as soon as practicable of any possible risk of harm to Participants or interference with the Complaints Process identified, including sufficient details of the matter to enable Deaf Sports Australia to determine whether to impose any Provisional Action.

(c) Provisional Action may include suspension, supervision, restriction of duties or temporary re-deployment, or suspension or restriction of rights, privileges or benefits. Where Provisional Action is imposed, Deaf Sports Australia should choose the least restrictive option that will appropriately manage the risk in the circumstances.

(d) Where Provisional Action is imposed in accordance with this policy, the Respondent must comply fully with the terms and conditions of that action and Relevant Organisations and Relevant Persons must take any reasonable steps necessary to impose and enforce the Provisional Action. A failure by the Respondent or a Relevant Person or Relevant Organisation to comply with this clause 7.4(d) may result in that person or organisation being sanctioned for a breach of clause 5.1(a)(i).

(e) If a decision is made to impose Provisional Action, a Respondent may seek to have that decision reviewed by a Hearing Tribunal within 14 days of the Provisional Action coming into effect. The Hearing Tribunal will only consider whether the decision to impose the Provisional Action is proportionate to the perceived risk of harm and will not consider the merits of the Complaint except as is necessary to assess proportionality. Provisional Action will remain in effect during the hearing process, subject to any order of the Hearing Tribunal.

(f) Subject to clause 7.4(e), Provisional Action will continue until the risk has been mitigated due to a change in circumstances, a Sanction has been imposed, or the matter has otherwise been closed. Where Provisional Action has continued for a period of more than three months, Deaf Sports Australia must review the measures put in place to determine whether they are still appropriate and proportionate to the perceived risk, and the decision to continue Provisional Action will be subject to the same 14 day period to apply for review as the original decision to impose the Provisional Action. Deaf Sports Australia must review Provisional Action in this way at every three-month interval for as long as it continues and must notify the Respondent of the outcome of its review and the applicable rights of the Respondent to request a review of that decision.

(g) The Complaint Manager may also advise the Respondent's employer of the allegations in accordance with clause 6.10(a)(i) where the Complaint Manager reasonably believes that the Respondent may pose a risk to the safety of children or a material risk to the safety, health and wellbeing of any person, and that it is necessary for the Respondent's employer to be aware of this risk. Any action taken by an employer under their employment relationship with the Respondent is governed by employment law and is not subject to this Policy, regardless of whether the employer is a Relevant Organisation.

(h) Provisional Action may also be imposed under this clause where a Relevant Person or Relevant Organisation is subject to external investigation by a law enforcement or child protection agency or by another international or national sporting organisation and Deaf Sports Australia reasonably considers that the alleged conduct being investigated suggests that the Relevant Person or Relevant Organisation may pose a risk to the safety of children or a material risk to the safety, health and wellbeing of any person.

7.5 Investigation

(a) The Complaint Manager (including an independent Complaint Manager appointed in accordance with clause 6.8(b)) may conduct an investigation to obtain additional evidence, including by way of formal interview and collection of additional information, to determine if the alleged conduct is a breach of a Relevant Policy.

(b) In conducting an investigation, the rules of procedural fairness will apply, including by providing both the Complainant and the Respondent with a reasonable opportunity to be heard. An investigation may be simple or complex depending on the nature of the allegations and the facts. In straightforward matters where the details of the Allegation and evidence are clear, an investigation may consist only of putting this information to the Respondent in writing and allowing the Respondent to provide their version of events.

(c) Following an investigation, findings will be made in accordance with clause 8.1.

(d) Where a Relevant Person has been convicted or had substantiated findings made against them of engaging in conduct which would constitute Prohibited Conduct under a Relevant Policy, the Relevant Person will be deemed to have breached the Relevant Policy and Deaf Sports Australia may issue a Breach Notice without further investigation or any other process. This may apply to any court, tribunal, disciplinary or regulatory proceeding or investigation, whether in Australia or overseas, subject to the requirements of clause 7.5(e) being satisfied.

(e) Any Breach Notice issued in accordance with clause 7.5(d) must be supported by evidence with sufficient detail to confirm a breach of a Relevant Policy has occurred and for Deaf Sports Australia to be reasonably satisfied that the minimum standards of procedural fairness have been met, such as a record of conviction, a written decision or investigative report. For the avoidance of doubt, a police warning or caution that does not result in a criminal conviction or formal finding of guilt shall not, on its own, be deemed to constitute evidence of Prohibited Conduct under this Policy.

(f) Any appeal of a Breach Notice issued under clause 7.5(d) may be made only on the basis that the substantiated conduct is not a breach of a Relevant Policy, that the conviction or finding being relied upon is fundamentally flawed due to substantive procedural issues, or that the Sanction is disproportionately harsh.

7.6 Informal facilitation

(a) Where the Complaint Manager considers that it would be appropriate having regard to:

(i) the nature of the alleged conduct;

(ii) the age of the parties to the Complaint; and

(iii) any other contextual circumstances such as pre-existing personal grievances, poor communication or lack of understanding that may have contributed to the alleged conduct,

the Complaint Manager may arrange for the parties to a Complaint and any other involved person (such as a parent or carer) to participate in one or more informal discussions facilitated by the Complaint Manager as a neutral party to try and find a non-punitive resolution.

(b) In facilitating a discussion under this clause 7.6, the Complaint Manager may make suggestions about possible ways of resolving the issue but cannot impose a resolution. If the Complaint Manager considers that the process is being unproductive or is potentially causing further harm to either party, the Complaint Manager may end the process at any time.

(c) Following an informal facilitation process, the Complaint Manager may make a decision to close the matter in accordance with clause 7.2(e), or may choose to take one or more other actions set out in clause 7.2(c).

(d) Where Sport Integrity Australia is handling a Complaint, Sport Integrity Australia may consult with Deaf Sports Australia and arrange for the Deaf Sports Australia Complaint Manager to conduct an informal facilitation meeting between the parties.

7.7 Alternative Dispute Resolution

(a) The Complainant and the Respondent may agree to Alternative Dispute Resolution at any point during the Complaints Process. The Complaints Process may be suspended while Alternative Dispute Resolution is pursued. The Complaints Process may be discontinued if both parties are satisfied that the matter has been resolved.

(b) This process will be coordinated by the Deaf Sports Australia Complaint Manager, if required.

(c) The Complaint Manager may refer a matter to any reputable provider of Alternative Dispute Resolution services. If a Complaint relates to an NST Eligible Matter, this includes the National Sports Tribunal. The available options at the National Sports Tribunal include mediation, conciliation or case appraisal in the NST General Division.

(d) Complaint Managers should consider whether it is appropriate in the context of the conduct being alleged to suggest or allow for Alternative Dispute Resolution to be used. Alternative Dispute Resolution should not be considered in circumstances where this may pose a risk to the safety of a child or a material risk to the safety, health or welfare of any person.

8. Findings and Resolution Process

8.1 Findings

(a) Following an investigation, the Complaint Manager will determine whether, on the balance of probabilities, each alleged breach of a Relevant Policy is substantiated, partially substantiated, unsubstantiated or unable to be substantiated. An alleged breach may be found to be partially substantiated where some aspects of the alleged facts, as put to the Respondent, are either found not to have occurred as described or cannot be established as having occurred, but the facts found to have occurred still amount to a breach of the Relevant Policy. Notwithstanding clauses 9.5 or 9.8, ignorance of the Relevant Policies is not a defence, excuse or justification for Prohibited Conduct.

(b) In cases where Sport Integrity Australia investigates the Complaint, Sport Integrity Australia will notify the parties and Deaf Sports Australia of the findings, and if one or more alleged breaches are found to be partially or wholly substantiated, will transfer the matter to the Deaf Sports Australia Complaint Manager to manage the Resolution Process described in clause 8.2.

(c) In cases where Deaf Sports Australia manages the Complaint, Deaf Sports Australia will notify the parties of the findings, and if one or more alleged breaches are found to be partially or wholly substantiated, will manage the Resolution Process described in clause 8.2.

(d) In cases where Sport Integrity Australia or an independent Complaint Manager has investigated an Allegation against Deaf Sports Australia in accordance with clause 6.8(c), Sport Integrity Australia or the independent Complaint Manager (as relevant) will notify the parties of the findings. If there are findings that one or more of the allegations has been substantiated, wholly or in part, and Deaf Sports Australia has not taken reasonable steps to cure the breach, the Complainant may make an application directly to the NST for the matter to be heard in accordance with clause 6.8(c) and the rest of this clause 8 will not apply. The Complainant will be required to pay the application fee.

8.2 The Resolution Process

(a) Deaf Sports Australia must implement an appropriate Resolution Process.

(b) Consistent with clause 6.8(d), Deaf Sports Australia may delegate the management of the Resolution Process to another Relevant Organisation.

(c) Deaf Sports Australia is ultimately responsible for issuing a Breach Notice to the Respondent and applying and administering Sanctions and other related measures as it sees fit. Deaf Sports Australia may refer to Sport Integrity Australia's Guidance for Complaint Management and Sanctioning for this purpose.

8.3 Notification to parties

Deaf Sports Australia will communicate as appropriate with the Respondent, Complainant and any Relevant Organisation involved in the matter throughout the Resolution Process and will notify both the Complainant and the Respondent of the outcome and finalisation of the matter at the conclusion of the Resolution Process.

8.4 Appropriate Sanctions

(a) Subject to clause 8.5(f), Deaf Sports Australia may impose one or more Sanctions on a Respondent where the Respondent has had substantiated findings made against them following an investigation under clause 7.5 or otherwise in accordance with clause 7.5 or 8.4(f). For Relevant Persons, Sanctions may include, but are not limited to, one or more of the following:

(i) mandatory education or training requirements;

(ii) a formal warning;

(iii) a probationary period;

(iv) temporary suspension from participation in Deaf Sports or related activities for a defined period; or

(v) permanent suspension from participation in Deaf Sports or related activities.

(b) Sanctions for Relevant Organisations may include, but are not limited to:

(i) requiring the organisation to change its policies or procedures as a condition of maintaining affiliation or membership;

(ii) requiring the organisation to implement mandatory training or education for staff and/or members;

(iii) a probationary period;

(iv) temporary suspension of affiliation or membership benefits for a defined period; or

(v) termination of affiliation or membership.

(c) In making a determination under clause 8.4(a) Deaf Sports Australia must take into account:

(i) the seriousness of the behaviour;

(ii) whether it was a one-off incident or part of an overall pattern of behaviour;

(iii) whether it was an honest and reasonable mistake;

(iv) the potential impact on public confidence in the integrity of the sport;

(v) the potential impact of the proposed Sanction on the Respondent;

(vi) the views and opinion of the Complainant;

(vii) any risks to the safety of children or material risks to the safety, health and wellbeing of any person; and

(viii) any other factors it considers relevant.

(d) Deaf Sports Australia may have regard to the Guidance for Complaint Management and Sanctioning in determining an appropriate Sanction under this clause 8.4.

(e) Where possible, Deaf Sports Australia should notify the Respondent in advance of providing the formal Breach Notice of what the proposed Sanction will be and provide the Respondent with the opportunity to put forward any information relevant to the sanctioning decision. Deaf Sports Australia may choose to change the Sanction in the final Breach Notice based on the Respondent's response if Deaf Sports Australia considers it appropriate to do so.

(f) Deaf Sports Australia may also choose to recognise sanctions imposed by the International Committee of Sports for the Deaf or another relevant national or international sporting organisation on a Relevant Person or Relevant Organisation and impose an equivalent Sanction without further investigation where it considers it reasonable and appropriate to do so, regardless of whether the Relevant Person or Relevant Organisation was bound by the Relevant Policies in respect of the substantiated conduct. A Sanction imposed under this clause 8.4(f) is not subject to appeal, but must be revoked if the original sanction is overturned or otherwise revoked. For the avoidance of doubt, where Deaf Sports Australia has an obligation under another rule, regulation or policy to enforce a decision of the International Committee of Sports for the Deaf another relevant national or international sporting organisation, the enforcement of that decision will be governed by the relevant rule, regulation or policy and will not be considered a decision under this clause 8.4(f) or otherwise subject to the requirements of this Policy.

8.5 Breach Notice

(a) If one or more alleged breaches are found to be partially or wholly substantiated, Deaf Sports Australia will issue a Breach Notice. Any Breach Notice issued by Deaf Sports Australia to a Respondent will:

(i) notify the Respondent of the alleged breaches found to be substantiated, including the alleged conduct and the sections of the Relevant Policies that were breached;

(ii) state the proposed Sanction, if any, for the substantiated breaches;

(iii) state that the Respondent has a right to a hearing in relation to the breaches found to be substantiated and/or the proposed Sanction;

(iv) state that the Respondent may accept the findings, waive their right to a hearing and accept the proposed Sanction;

(v) state that if the Respondent does not respond in writing within 14 days of the date of the Breach Notice, they will be deemed to have accepted the findings, waived their right to a hearing and accepted the proposed Sanction, unless otherwise agreed by Deaf Sports Australia;

(vi) state that any response to the Breach Notice must be made to Deaf Sports Australia, and provide contact details of the Deaf Sports Australia Complaint Manager; and

(vii) be provided to the Respondent, and (if applicable) Relevant Organisation.

(b) In response to a Breach Notice, a Respondent may:

(i) accept the findings, waive their right to a hearing and accept the proposed Sanction; or

(ii) dispute the findings and/or the proposed Sanction, in which case the matter will be referred to a Hearing Tribunal under this Policy.

(c) Unless otherwise agreed by Deaf Sports Australia, a Respondent has 14 days from the date of the Breach Notice to notify the Deaf Sports Australia Complaint Manager in writing of their decision.

(d) Notice given under paragraph 8.5(b)(ii) must be:

(i) given in writing (whether by email or other means);

(ii) sent to the Deaf Sports Australia Complaint Manager at the address given on the Breach Notice; and

(iii) received within 14 days from the date of the Breach Notice.

(e) If Deaf Sports Australia does not receive notice under clause 8.5(b)(ii) within 14 days from the date of the Breach Notice, the Respondent will be deemed to have waived their right to appeal, unless Deaf Sports Australia has granted the Respondent an extension for extenuating circumstances, in which case the Respondent will have until the agreed date to respond before they are deemed to have waived their right to appeal.

(f) If the Respondent waives their right to appeal, the proposed Sanction set out in the Breach Notice will be imposed with immediate effect. Otherwise, any Provisional Action will continue for the duration of the Hearing Tribunal, and Sanctions may only be imposed in accordance with the Hearing Tribunal's directions. Deaf Sports Australia may also impose new Provisional Action for the duration of the Hearing Tribunal in accordance with clause 7.4 where Deaf Sports Australia considers this to be appropriate and reasonable having regard to the substantiated conduct.

8.6 Referral to a Hearing Tribunal

(a) If the Respondent disputes the substantiated breaches and/or the proposed Sanction in the Breach Notice, Deaf Sports Australia must refer the matter to a Hearing Tribunal.

(b) If the matter is an NST Eligible Matter, the substantiated breaches and proposed Sanction will be referred by Deaf Sports Australia to the NST General Division for arbitration. Deaf Sports Australia is responsible for making the application to the NST. The person disputing the substantiated breaches and/or proposed Sanction in the Breach Notice is responsible for paying the NST application fee. Payment of all other NST fees will be as agreed by the parties or managed in accordance with the NST Legislation.

(c) If the matter is not an NST Eligible Matter, it will be referred to another Hearing Tribunal. Deaf Sports Australia will establish arrangements to hear such matters which, at a minimum, are consistent with the requirements of this Policy in respect of procedural fairness, standard of proof and management of conflicts of interest and ensure that persons appointed to Hearing Tribunals have appropriate skills and expertise. Deaf Sports Australia should have regard to the NST's best practice guidelines on establishing a Hearing Tribunal (available on the NST website) in determining whether these arrangements are appropriate. [

(d) If the Respondent is not engaging in the Resolution Process in good faith, the Hearing Tribunal may dismiss the matter either on application by Deaf Sports Australia or on its own initiative. If the Hearing Tribunal dismisses the matter, the proposed Sanction in the Breach Notice will come into effect from the date of the Hearing Tribunal's decision.

(a) If arbitration is sought before a Hearing Tribunal, the Hearing Tribunal will, as applicable:

(i) determine whether any Provisional Action imposed in accordance with clause 7.4 is disproportionate;

(ii) if referred directly to the Hearing Tribunal under clause 6.8(c) or 7.2(c)(ix), make the findings required by clause 8.1, and determine whether a Sanction should be imposed and if so, the nature of that Sanction;

(iii) if referred to the Hearing Tribunal under clause 8.6 following an investigation, arbitrate the substantiated allegations and proposed Sanction set out in the Breach Notice; or

(iv) if referred to the Hearing Tribunal under clause 8.6 following a Breach Notice being issued under clause 7.5(d), arbitrate whether the substantiated allegations constitute a breach of a Relevant Policy and the proportionality of the proposed Sanction set out in the Breach Notice.

(b) Any decision by a Hearing Tribunal to impose a Sanction will take effect from the date of the Hearing Tribunal's decision, unless otherwise specified by the Hearing Tribunal in its decision.

8.7 Appeals

(a) A decision of a Hearing Tribunal in respect of:

(i) Provisional Action, is not subject to appeal;

(ii) an Allegation referred directly to a Hearing Tribunal for a finding, is subject to appeal; and

(iii) a substantiated finding and/or Sanction, is subject to appeal only where the Grounds of Appeal set out in section 8.7(c) below have been satisfied.

(b) Appeals from the NST General Division must be referred to the NST Appeals Division. Appeals from another Hearing Tribunal should be referred to the NST Appeals Division where they relate to an NST Eligible Matter, but must be referred to another Appeals Tribunal where they relate to a non-NST Eligible Matter. Where an appeal is made to the NST Appeals Division, the appellant will be responsible for paying the NST application fee and payment of all other NST fees will be as agreed by the parties or managed in accordance with the NST Legislation.

(c) The decision of a Hearing Tribunal in respect of a substantiated allegations finding or Sanction can only be appealed by the Respondent and/or Deaf Sports Australia on the basis that:

(i) the Hearing Tribunal failed to abide by this Policy or to properly apply the relevant Policy and such failure resulted in a denial of natural justice; and/or

(ii) no reasonable decision maker in the position of the Hearing Tribunal, based on the material before them, could reasonably make such a decision,

collectively known as the **Grounds of Appeal**.

(d) An appeal must be lodged within 14 days after the Hearing Tribunal notifies the parties of its decision, unless the Appeals Tribunal grants an extension for extenuating circumstances.

8.8 Implementation and publication of Sanctions

(a) It is the responsibility of Deaf Sports Australia to ensure that appropriate Sanctions (or other alternative actions) are implemented. All Relevant Organisations and Relevant Persons are required to comply with and, where relevant, take actions to enforce Sanctions imposed by Deaf Sports Australia or a Hearing Tribunal or Appeals Tribunal. Failure to do so may result in the Relevant Person or Relevant Organisation being sanctioned for a breach of clause 5.1(a)(i).

(b) Deaf Sports Australia will determine if a Sanction should be publicly disclosed in order to give it full effect. This may be necessary for suspension or cancellation of membership or accreditation, but should not be done until the Sanction has come into effect in accordance with clause 8.5(f). Regardless of this decision, Deaf Sports Australia may also choose to notify other organisations (including but not limited to other national or international sporting organisations, privately run sporting organisations, and educational institutions) of the Sanction where Deaf Sports Australia considers it appropriate to do so. Sport Integrity Australia may choose to share information relating to investigation outcomes or Sanctions in accordance with the *Sport Integrity Australia Act 2020* (Cth).

8.9 Case closure

(a) Matters may be closed under this Policy at any of the following times:

(i) a determination is made under clause 7.1 that the matter should not be managed under this Policy;

(ii) the Complaint is closed in accordance with clause 7.2(e);

(iii) during investigation of the Complaint, it becomes apparent that the Complaint does not meet the eligibility requirements set out in clause 6 (for example, the Respondent is discovered not to have been bound by the Relevant Policies at the time the alleged conduct occurred due to information obtained during the investigation);

(iv) following investigation, all alleged breaches are found to be either unsubstantiated or unable to be substantiated in accordance with clause 8.1;

(v) the Respondent accepts or is deemed to have accepted the findings and any Sanction imposed upon them in accordance with clause 8.5; or

(vi) the matter is finalised before a Hearing Tribunal, and no appeal is filed within the time allowed by the Hearing Tribunal or any such appeal is rejected due to the Grounds of Appeal not being met; or

(vii) the matter is finalised before an Appeals Tribunal.

(b) Once a matter has been closed in accordance with this clause, it has been finalised and no further action will be taken in relation to the matter under this Policy unless there is a compelling reason to do so.

(c) Deaf Sports Australia will retain appropriate records of the Complaint and any outcomes in accordance with any relevant policies or procedures relating to record-keeping.

(d) For Complaints managed by Sport Integrity Australia, Deaf Sports Australia will notify Sport Integrity Australia when the matter is closed and of any Sanctions imposed on the Respondent.

9. Interpretation and Other Matters

9.1 Application and commencement

(a) The Relevant Policies are approved by the Deaf Sports Australia Board.

(b) The Relevant Policies:

(i) commence on the date outlined on the front cover (Commencement Date);

(ii) are subject to Deaf Sports Australia's constitution (or other governing rules as applicable), and if there is any inconsistency, the constitution will prevail; and

(iii) when in force, are binding on all Relevant Persons and Relevant Organisations.

(c) Nothing in the National Integrity Framework limits the rights or obligations of any person under any other Relevant Organisation policy, or other relevant agreement.

(d) The National Integrity Framework does not override or limit the application of any laws of Australia or a state/territory.

(e) The 'Policy Intent' section (if applicable) at the start of each Relevant Policy is not intended to be and should not be construed in any way as a complete and comprehensive overview of that Relevant Policy. To the extent of any inconsistency, the operative provisions of that Relevant Policy prevail.

9.2 Amendment

In accordance with Deaf Sports Australia's constitution (or other governing rules as applicable), the Board may amend the Relevant Policies as required, including to incorporate amendments notified to the Deaf Sports Australia by Sport Integrity Australia from time to time. Such amendments will be effective on the date specified by the Board.

9.3 Standard of proof

The standard of proof that applies to all substantive decisions (including by a Hearing Tribunal) made under this Policy in respect of allegations of Prohibited Conduct is "balance of probabilities". This means the decision-maker must be satisfied that it is more likely than not that there has been a breach of a Relevant Policy.

9.4 Record keeping

Sport Integrity Australia will keep records of information in accordance with the *Archives Act 1983.* Deaf Sports Australia will keep records of information in accordance with its own policies and procedures. SSDOs must comply with any record-keeping requirements specified by Deaf Sports Australia when managing allegations under this Policy.

9.5 Implementation of the Relevant Policies

It is the responsibility of Deaf Sports Australia to ensure that the Relevant Policies are implemented and applied. Deaf Sports Australia is responsible for ensuring that Relevant Persons and Relevant Organisations are aware of the Relevant Policies and facilitate an understanding for how they apply to them. This may include relevant educational material that Sport Integrity Australia provides from time to time.

9.6 Role of Member Protection Information Officers (MPIOs)

(a) MPIOs should not be appointed as a Complaint Manager and it is not the role or responsibility of MPIOs to be directly involved in a Complaint Process. For the avoidance of doubt, this means that the MPIO should not attempt to engage in any informal resolution processes and should not seek to lodge Allegations on behalf of Participants.

(b) MPIOs are encouraged to assist individuals with understanding their rights and navigating the Complaint Process and to refer them to the appropriate policies, resources and contact points to enable them to submit an allegation under this Policy.

9.7 Interpretation

Unless the contrary intention appears, the following rules of interpretation apply to each Relevant Policy:

(a) headings are for convenience only and shall not be deemed part of the substance of the document or to affect in any way the language of the provisions to which they refer;

(b) words in the singular include the plural and vice versa;

(c) reference to 'including' and similar words are not words of limitation;

(d) words importing a gender include any other gender;

(e) a reference to a clause is a reference to a clause or subclause of the Relevant Policy in which it appears;

(f) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;

(g) if any provision of a Relevant Policy is determined invalid or unenforceable, the remaining provisions shall not be affected, and the document shall not fail because any part of it is held invalid;

(h) except as otherwise stated herein, failure to exercise or enforce any right conferred by a Relevant Policy shall not be deemed to be a waiver of any such right nor operate to bar the exercise or enforcement thereof or of any other right on any other occasion; and

(i) defined terms are Capitalised and consistent across the Relevant Policies.

9.8 Education

(a) To assist Participants to understand this Policy and their rights and responsibilities, Deaf Sports Australia is responsible for developing and implementing an education plan addressing the content and subject matter of this Policy.

(b) Deaf Sports Australia should engage Sport Integrity Australia to assist in the design, implementation and maintenance of the education plan and to determine priority education groups and appropriate interventions.

(c) A Relevant Organisation may, from time to time, direct certain Participants to undertake education, which will be relevant and proportionate to their level of participation in Deaf Sports and the associated integrity risks.

(d) Sport Integrity Australia has developed a range of education resources and training material to support the National Integrity Framework which can be found here.

10. Companion Guide

(a) This Policy is to be read in conjunction with the Companion Guide: Complaints, Disputes and Discipline Policy.

(b) The Companion Guide provides guidance to Relevant Organisations and Complaint Managers on how to ensure that all Relevant Persons and Relevant Organisations are effectively bound by this Policy and on how to properly manage a Complaints Process under this Policy.

(c) The Companion Guide does not contain Prohibited Conduct. However, failing to comply with the Companion Guide raises the risk that a Complaints Process undertaken under this Policy may be procedurally flawed and could be overturned by a court or tribunal, including a Hearing Tribunal or Appeals Tribunal convened in accordance with this Policy.