

**TENNIS QUEENSLAND**  
**ACN 009 713 544**  
**By-Laws, Regulations &**  
**Guidelines**

Version 1

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## **SECTION 1**

### **1 PREAMBLE**

- 1.1 This manual contains the By-Laws, Policies, Procedures, Guidelines and Manuals of Tennis Queensland.
- 1.2 The By-Laws may be amended or repealed by the Board of Tennis Queensland in accordance with the provisions of the Constitution.
- 1.3 Documents which are guidelines or manuals may not be required to be changed by the Board of Tennis Queensland and may be amended or repealed by management.

### **2 DEFINITIONS**

- 2.1 All words, expressions and phrases contained in these By-Laws shall have the same meanings prescribed by the Corporations Law and the Constitution unless the context otherwise requires.

### **3 INTERPRETATION**

- 3.1 Where Tennis Queensland has adopted a Tennis Australia policy or by-law which forms part of this By-Law where necessary for the application of the By-Law, references to Tennis Australia shall be read as Tennis Queensland.

## **SECTION 2**

### **1 TENNIS QUEENSLAND CODES OF BEHAVIOUR**

In order to maintain fair and reasonable standards of conduct by players, officials, coaches, spectators, parents and guardians; to protect their respective rights, the rights of the public and the integrity of the game of Tennis; and to provide a safe environment for participating in the sport; all tournaments and competitions shall be conducted, in accordance with:

All players, administrators, coaches, officials, parents, guardians and spectators shall comply with these codes.

#### **1.1 Codes of Behaviour for Players**

- (a) Abide by the rules of tennis and the rules of the particular competition.
- (b) Be a good sport in victory and defeat. Acknowledge good performances by your opponent.
- (c) Be fair, no matter what the cost. Follow the Tennis Australia Tennis Etiquette and Rules for Non-umpired Matches.
- (d) Believe in the honesty of your opponents and accept their line calls in matches played without an umpire.
- (e) Treat all players, as you would like to be treated. Do not interfere with, bully or take unfair advantage of another player.
- (f) Respect the decisions of officials and administrators, making all appeals through the proper process and accepting the final decision.
- (g) If there is any problem during a match with another player, parents, coaches, supporters or spectators, call for the referee to resolve the matter.
- (h) Control your temper. Physical abuse, verbal abuse, audible obscenities, visible obscenities or threatening behaviour to a player or any other person is not acceptable or permitted.
- (i) Do not use performance-enhancing drugs. The use of performance enhancing drugs and doping practices is contrary to the ethics of sport and is potentially harmful to the health of athletes.
- (j) Do not play in a competition when intoxicated. If under 18 years of age do not consume alcohol during or in connection with any competition.
- (k) Do not gamble on the outcome of any match.

- (l) During or in connection with any competition, do not engage in any activity that is unlawful and do not engage in any acts of discrimination or sexual harassment, abuse or vilification.
- (m) Show appreciation of the efforts of officials and administrators. The majority are volunteers and without them there would be no competitions in which you could compete.

## **1.2 Code of Behaviour for Administrators**

- (a) Ensure equal opportunities are made available for all participants.
- (n) Ensure that rules, equipment, length of games and training schedules suit the age, ability and maturity level of participants.
- (o) Provide quality supervision and instruction for junior players.
- (p) Ensure that everyone involved in Tennis emphasises fair play and not winning at all costs.
- (q) Show a consistent, courteous and helpful attitude towards all participants.
- (r) Be conversant with all the rules and regulations of Tennis Australia and its member associations pertaining to competitions in which you are involved.
- (s) Make a personal commitment to obtain training in all aspects of sports administration.
- (t) Devote the time and energy to ensure that competitions are conducted in a highly professional manner.
- (u) Control your temper. Physical abuse, verbal abuse, audible obscenities, visible obscenities or threatening behaviour to any person is not acceptable or permitted.
- (v) Condemn the use of performance enhancing drugs. The use of performance enhancing drugs and doping practices is contrary to the ethics of sport and is potentially harmful to the health of athletes.
- (w) Do not gamble on the outcome of any match.
- (x) During or in connection with any competition, do not engage in any activity that is unlawful and do not engage in any acts of discrimination or sexual harassment, abuse or vilification.

## **1.3 Code of Behaviour for Coaches**

- (a) Remember that children participate for pleasure and that winning is only part of the fun.
- (b) Never ridicule or yell at a child for making a mistake or losing.

- (c) Be reasonable in your demands on your players' time, energy and enthusiasm.
- (d) Teach your players to follow the rules.
- (e) Develop respect for the ability of opponents and the judgement of officials.
- (f) Do not attempt to coach a child during a match unless it is permitted in the competition rules.
- (g) Follow the advice of a physician when determining when an injured player is ready to recommence training or competition.
- (h) Keep up-to-date with the latest coaching practices and the principles of growth and development of children.
- (i) Create opportunities to teach sportsmanship, just as you would in teaching the basic skills.
- (j) Set a good example by personal good behaviour.
- (k) Respect the decisions of officials and administrators, making all appeals through the proper process and accepting the final decision.
- (l) If there is any problem during a match with a player, parents, other coaches, team managers, supporters or spectators, call for the referee to resolve the matter.
- (m) Control your temper. Physical abuse, verbal abuse, audible obscenities, visible obscenities or threatening behaviour to any person is not acceptable or permitted.
- (n) Condemn the use of performance enhancing drugs. The use of performance enhancing drugs and doping practices is contrary to the ethics of sport and is potentially harmful to the health of athletes.
- (o) Do not gamble on the outcome of any match.
- (p) Restrict the consumption of alcohol to designated licensed areas.
- (q) During or in connection with any competition, do not engage in any activity that is unlawful and do not engage in any acts of discrimination or sexual harassment, abuse or vilification.

#### **1.4 Code of Behaviour for Officials (Referee, Umpire and Linesperson)**

- (a) Be consistent, objective and courteous when making decisions. Be firm when necessary without being over zealous.

- (b) Be aware of the particular rules that apply to the competition.
- (c) Use common sense when applying code of behaviour penalties. Educating players about the rules and standards of behaviour is an important role for officials, particularly at junior tournaments.
- (d) Make a personal commitment to keep informed of sound officiating principles and developments within the sport of Tennis.
- (e) Ensure behaviour both on and off the court is consistent with the principle of good sportsmanship.
- (f) Promote respect for all opponents by disciplining unsporting behaviour.
- (g) Control your temper. Physical abuse, verbal abuse, audible obscenities, visible obscenities or threatening behaviour to any person is not acceptable or permitted.
- (h) Do not gamble on the outcome of any match.
- (i) Do not consume alcohol while officiating at any competition.
- (j) During or in connection with any competition, do not engage in any activity that is unlawful and do not engage in any acts of discrimination or sexual harassment, abuse or vilification.

### **1.5 Code of Behaviour for Parents and Guardians**

- (a) Remember that children play sport for their enjoyment, not yours.
- (b) Encourage children to participate, do not force them.
- (c) Focus on the child's efforts and performance rather than on winning.
- (d) Never ridicule or yell at a child for making a mistake or losing a game.
- (e) Remember that children learn best by example. Applaud good play by all players.
- (f) Be aware of the rules that apply to the particular competition.
- (g) Encourage children to always participate according to the rules.
- (h) Deliberately distracting or intimidating a player is not acceptable or permitted.
- (i) Accept that persons outside the court are not in a good position to judge if line calls made by officials or players are correct.

- (j) If there is any problem during a match with the players, other parents, coaches, team managers or spectators, call for the referee to resolve the matter.
- (k) Respect the decisions of officials and administrators, making all appeals through the proper process and accepting the final decision; and teach your children to do likewise.
- (l) Control your temper. Physical abuse, verbal abuse, audible obscenities, visible obscenities or threatening behaviour to any person is not acceptable or permitted.
- (m) If you are unable to watch your child compete without becoming involved in disagreements with players, officials and other non-participants, stay away from the court where your child is playing.
- (n) Condemn the use of performance enhancing drugs. The use of performance enhancing drugs and doping practices is contrary to the ethics of sport and is potentially harmful to the health of athletes.
- (o) Restrict the consumption of alcohol to designated licensed areas.
- (p) During or in connection with any competition, do not engage in any activity that is unlawful and do not engage in any acts of discrimination or sexual harassment, abuse or vilification.
- (q) Show appreciation of the efforts of officials and administrators. The majority are volunteers and without them there would be no competitions in which your child could compete.

## **1.6 Code of Behaviour for Spectators**

- (a) Applaud good performance and efforts by all players.
- (b) Congratulate all players on their performance regardless of the game's outcome.
- (c) Deliberately distracting or intimidating a player during a match is not acceptable or permitted.
- (d) Accept that persons outside the court are not in a good position to judge if line calls made by officials or players are correct.
- (e) Respect officials' decisions.
- (f) Control your temper. Physical abuse, verbal abuse, audible obscenities, visible obscenities or threatening behaviour to any person is not acceptable or permitted.
- (g) Restrict the consumption of alcohol to designated licensed areas.



- (h) During or in connection with any competition, do not engage in any activity that is unlawful and do not engage in any acts of discrimination or sexual harassment, abuse or vilification.

## **SECTION 3 – DISCIPLINARY BY-LAW**

# *Disciplinary Policy*

Effective 11 September 2011

## Contents

- 1 *Tennis Australia (“TA”) Disciplinary Policy* (Regulations)
- 2 *Notice of Intention to Appeal* (Schedule 1)



# *Disciplinary Policy*

## *1. Application and Administration*

- 1.1** This Policy applies to conduct and behaviour which is not otherwise captured by TA's Code of Behaviour, Member Protection Policy or Anti-Doping Policy ("**Other TA Policies**"). Typically, the offences captured by this Policy will relate to behaviour and conduct that occurs 'off-field'. Where there is any inconsistency between this Policy and the Other TA Policies, those Other TA Policies shall prevail to the extent of such inconsistency.
- 1.2** The Policy applies to and binds all individuals described in clause 2.1 of TA's Member Protection Policy and Code of Behaviour for Tournaments.
- 1.3** Subject to this paragraph 1.3, the administration of an alleged offence under this Policy is at first instance the responsibility of the Member Association in the state or territory in which the alleged offence occurred, except where:
- (a) the relevant individual that is alleged to have contravened or breached this Policy is a national academy or other representative player, official (including tournament directors), coach or other tennis participant pursuant to a separate agreement or arrangement with TA, in which case TA may elect to deal with and prosecute the alleged contravention or breach separately pursuant to the terms of that agreement or arrangement; and
  - (b) TA otherwise notifies that Member Association that TA itself will assume responsibility for the administration of the relevant alleged offence. TA will only assume control of the administration of an alleged offence where it considers that the relevant alleged offence affects or is likely to affect the integrity, management, reputation or brand of TA or the sport of tennis in Australia, or where it believes that the relevant alleged breach is otherwise sufficiently serious to warrant TA assuming administration of the alleged breach,
- and in such circumstances applicable references in this Policy to a Member Association or its Nominated Officer shall be deemed to be a reference to TA.
- For the avoidance of doubt, all appeals against a Tribunal decision under paragraph 5 shall be administered by TA or the Court of Arbitration for Sport (CAS) in accordance with paragraph 5.
- 1.4** Any penalty imposed upon a person under this Policy must be recognised and respected by all Australian Tennis Organisations. A player is not permitted to play or participate in any tennis tournament, competition, tour, team, function, training or practice sessions or other event conducted or managed by or under the auspices of an Australian Tennis Organisation during the time of any suspension imposed under this Policy.
- 1.5** Unless otherwise indicated, capitalized terms used in this Policy shall have the meaning given to them in TA's Member Protection Policy.
- 1.6** All parties to any matter dealt with pursuant to this Policy shall bear their own costs.

## *2. Categories of Offences*

- 2.1** This Policy recognises two categories of offences: minor offences and serious offences. Without limiting the discretion of TA, Member Associations and their nominated officials pursuant to paragraphs 2.2 and 2.3, the following is an indicative, although non-exhaustive, classification of what may constitute a minor or serious offence. TA may at any time add to or amend this list of offences.

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## Minor offences

Any of the following if done during or in connection with a tennis tournament, competition, tour, team, function or other event conducted or managed under the auspices of an Australian Tennis Organisation:

- (a) inappropriate consumption of alcohol or tobacco (including consumption of alcohol whilst under the age of 18) and/or being drunk and disorderly;
- (b) breaching a curfew or other team or tournament rule imposed by an Australian Tennis Organisation (including a failure to properly prepare for a tennis match or tournament); and
- (c) any other disruptive, disorderly, unreasonable, untoward or inappropriate behaviour.

## Serious offences

Any of the following:

- (a) consuming or aiding and abetting the consumption of illegal or illicit drugs and other prohibited substances;
- (b) improperly incurring debts (e.g. telephone or accommodation charges) on behalf of Tennis Australia;
- (c) committing any criminal offence or any other unlawful activity;
- (d) acts, omissions, conduct and any other behaviour that brings, or is reasonably likely to bring, the game of tennis and/or Tennis Australia and any Australian Tennis Organisation into ridicule or disrepute;
- (e) any “match-fixing” or other act or omission that may artificially, improperly, illegally or unreasonably alter the outcome of a tennis match or tournament;
- (d) gambling, or placing any wager or bet or assisting another individual to gamble or place a wager or bet, on the outcome or details of a tennis match in respect of which the relevant individual is involved or has some specialist, confidential, “insider” or other sensitive information;
- (f) disclosing any specialist, confidential, “insider” or other sensitive information as described immediately above to any third party for the purposes of or relating to gambling, betting, “match-fixing”, or any act or omission designed to artificially, improperly, illegally or unreasonably alter the outcome of a tennis match or tournament; and
- (g) underage or inappropriate sexual activity;
- (h) inappropriate use of social media and technology, including:
  - (i) posting or distributing actual or potentially defamatory, offensive, derogatory, private or otherwise sensitive photos, videos, comments or other information of or relating to another person or Australian Tennis Organisation; and
  - (ii) recording and/or photographing another individual without their consent; and
- (i) any other disruptive, disorderly, unreasonable, untoward or inappropriate behaviour, that is of a serious nature (even if such behaviour or conduct is capable of being classified as a “minor offence”).

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- 2.2** The appointed Disciplinary Officer of the applicable Member Association (or if there is no such officer, an appropriate person nominated by that Member Association), or such other officer nominated by that Member Association from time to time ("**Nominated Official**"), shall be solely responsible for characterising any alleged breach of this Policy by an individual referred to in clause 1.2. That Nominated Official must in his/her absolute discretion characterise the alleged offence as either a minor or serious offence in accordance with clause 2.3.
- 2.3** The relevant Nominated Official may be guided in the characterisation of an offence/s by one or more of the following non-exhaustive list of factors:
- (a) the categories of offences outlined in paragraph 2.1;
  - (b) the impact or damage caused by the alleged offence upon TA, an Australian Tennis Organisation, the sport of tennis, and/or the victim;
  - (c) the intent of the alleged offender;
  - (d) the need for a penalty to be imposed;
  - (e) the appropriate level of penalty proportionate to the offending conduct;
  - (f) the need for general and specific deterrence; and
  - (g) parity and consistency of approach.
- 2.4** This Policy sets out the disciplinary procedures for hearing both minor and serious offences and the penalties applicable to each category of offence.
- 2.5** In the event that the alleged offending conduct consists of both types of offences, the relevant Nominated Official may elect to deal with each category of offence separately according to the procedures provided for in this Policy, or alternatively, consolidate the matters into the one disciplinary procedure to be dealt with according to the procedures set out in this Policy for dealing with serious offences.
- 2.6** If a hearing is convened to determine both serious and minor offences, as provided for under paragraph 2.5 of this Policy, the Tribunal is limited in the scope of penalties it may impose in the following manner:
- (a) in relation to minor offences the Tribunal is limited to those penalties provided for in paragraph 3.6; and
  - (b) in relation to serious offences the Tribunal may penalise an offender in accordance with paragraph 4.10.

### **3. *Minor offences***

- 3.1** Minor offences are less serious offences which attract penalties reflecting this fact.
- 3.2** Minor offences will be dealt with as expeditiously as possible but always adhering to the procedures set out in this Policy.
- 3.3** The alleged offender will be notified in writing by the Nominated Official of the following:
- (a) details of the alleged offence; and
  - (b) confirmation that this Policy applies (a copy of this Policy should be provided).
- If the alleged offender is under the age of 18 years old notification should be given to that person's parent / guardian as well as the alleged offender.

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- 3.4** The alleged offender shall have 7 days (or such other longer period determined by the Nominated Official) from receipt of the notice in clause 3.3 to provide a written response to the alleged offence/s.
- 3.5** The Nominated Official will consider relevant facts and information concerning the alleged offence (including statements from witnesses and any response from the alleged offender) and must then make a determination on the balance of probabilities (i.e. more probable than not) as to whether the alleged offender committed the applicable minor offence. The Nominated Official shall then determine the sanction to be imposed under this Policy. Where possible in the circumstances, the alleged offender should be given the opportunity to address the Nominated Official regarding the penalty to be imposed for the alleged offence.
- 3.6** In imposing a penalty for a minor offence the Nominated Official may choose from one or more of the following range of penalties:
- (a) impose a warning;
  - (b) the requirement for a written apology from the offender to specified persons/organisations;
  - (c) a reprimand; and/or
  - (d) suspending the alleged offender from a current or future tennis tournament, competition, tour, team, function, training or practice session, or other event conducted or managed under the auspices of an Australian Tennis Organisation (or any part); and
  - (e) sending the alleged offender home from a tour (if such offence is committed and administered on tour).
- 3.7** The Nominated Official will notify the offender in writing of any penalty imposed and will notify the Chief Executive Officer and President of TA and the Chief Executive Officer and President of the relevant Member Association which will immediately recognise the penalty imposed upon the offender. Such notification must be made within seven (7) days of the determination of the matter, or in the event the matter is dealt with on tour, within seven (7) days of return.
- 3.8** An offender may only appeal against a conviction or penalty for a minor offence on the grounds that:
- (a) the Nominated Official displayed bias or relied upon a manifest error in their decision making process;
  - (b) paragraphs 3.3 or 3.7 of this Policy have not been complied with; or
  - (c) the penalty imposed by the Nominated Official is manifestly disproportionate to the alleged offence.
- Any appeal against a conviction or penalty for a minor offence must otherwise follow the procedure outlined in paragraph 5.
- 3.9** Subject only to paragraphs 3.8 and 5:
- (a) the determination by the Nominated Official will be final and binding on all parties; and
  - (b) no further right of appeal exists within TA, or to an external tribunal or any civil court of law.



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## **4. *Serious offences***

**4.1** Any person bound by this Policy must report conduct they consider to be a serious offence to the Disciplinary Officer of the applicable Member Association as soon as possible in the circumstances. A brief report setting out the circumstances surrounding the alleged offence as well as identifying material witnesses and a summary of the evidence those material witnesses can give must be submitted with the report. Without limiting to paragraph 2, a failure to report an offence under this paragraph 4.1 is not generally itself an offence.

**4.2** The alleged offender will be notified in writing of the following by the Disciplinary Officer of the Member Association responsible for hearing an offence:

- (a) details of the alleged offence, and possible penalties that may be imposed by the Tribunal;
- (b) confirmation that this Policy applies (a copy of this Policy should be provided);
- (c) the date, time and place of the Tribunal hearing, and the likely composition of the Tribunal; and
- (d) the alleged offender's right to accept the penalty proposed by the Nominated Official pursuant to paragraph 4.19 (if the alleged offender accepts this option, there shall be no need for a hearing, and the nominated penalty shall apply, if the Tribunal ratifies the Nominated Official's proposed penalty, once notice is given by the Tribunal pursuant to paragraph 4.19. If the Tribunal does not ratify the Nominated Official's proposed penalty, the Tribunal must itself issue a notice to the alleged offender, such notice which must be in the form required by this clause 4.2 and which shall be dealt with in accordance with this clause 4.2).

If the alleged offender is under the age of 18 years old notification should be given to that person's parent / guardian as well as the alleged offender.

**4.3** The Board of Directors of the Member Association responsible for hearing an offence will appoint a Tribunal of three members to hear and determine the matter, such Tribunal which shall be comprised of the following persons.

- (a) a lawyer or, if after reasonable attempts have been made to obtain one without success, then a person with considerable previous experience in the legal aspects of a disciplinary tribunal (who shall be Chairperson);
- (b) a person with a thorough knowledge of tennis; and
- (c) one other person of experience and skills suitable to the functions of a disciplinary tribunal, in each case as determined by the relevant Member Association's Board of Directors in their sole discretion. However, the following cannot be Tribunal members:
- (d) a person who is a member of the Board of Directors; or
- (e) a person who would, by reason of their relationship with the alleged offender, or otherwise, be reasonably considered to be other than impartial.

**4.4** The Tribunal must allow the alleged offender and the applicable Member Association's representative reasonable opportunity to speak and state their case. The alleged offender and the applicable Member Association's representative may each elect to provide written submissions instead of oral submissions, in which case any party who elects to provide written submission shall not also be entitled to provide verbal submissions at the hearing, other than in accordance with paragraph 4.7 or if the Tribunal so permits. The Tribunal shall otherwise:

- (a) hear and determine the alleged offence in whatever manner it considers appropriate in the circumstances (including by way of teleconference, video conference or otherwise) provided that it does so in accordance with the principles of natural justice;

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(b) not be required to adhere to any specific legal rules, formalities or processes (including any rules of evidence), and shall be free to hear and consider any materials, information or evidence whatsoever that it considers appropriate (including evidence of past indiscretions, breaches or convictions); and

(c) make its decision on a matter by majority vote.

The purpose of the hearing shall be to determine whether the alleged offender has committed a serious offence. If the tribunal determines that on the balance of probabilities (i.e. more probable than not) a serious offence has been committed, it may impose any one or more of the penalties set out in paragraph 4.10.

**4.5** If within 30 minutes of the notified time for commencement of the hearing, the alleged offender is not present, the Tribunal may elect to conduct the hearing in the absence of the alleged offender or adjourn the hearing and reconvene at a later date advised to the alleged offender. The time and place of the tribunal hearing will be determined at the sole and reasonable discretion of the Disciplinary Officer.

**4.6** The parties may be represented at the hearing by any person who is not a legal practitioner save that the Tribunal may give leave for the parties to be legally represented where it considers it is necessary in order to do justice to both parties. One observer may be present with the alleged offender in the hearing room however this person may not involve themselves in the hearing in any manner. If the alleged offender is under the age of 18 years old, two observers may be present.

**4.7** If the charge is proven the offender will be given an opportunity to be heard in relation to mitigation of penalty only. This is not an opportunity for the offender to re-argue his/her case and any attempt to do so will be immediately halted.

**4.8** The relevant Member Association's representative will also be afforded the opportunity to make submissions to the Tribunal on the appropriate penalty to be imposed in the circumstances. The offender will not be given the opportunity to respond to these submissions.

**4.9** Prior convictions of a disciplinary tribunal may be disclosed to the Tribunal who may give weight to prior convictions of a similar nature.

**4.10** In imposing a penalty for a serious offence, the Tribunal may impose any of the following range of penalties:

- (a) in extreme circumstances, permanent suspension from all competitions;
- (b) suspension from all competitions for a period reasonably determined by the Tribunal;
- (c) suspension from competition at international level only for a period reasonably determined by the Tribunal;
- (d) suspension from competition at national level only for a period reasonably determined by the Tribunal;
- (e) suspension from competition at state level only for a period reasonably determined by the Tribunal;
- (f) suspension from competing in one or more specified championships, tournaments, team events or challenge matches;

and may also impose any one or more of the following penalties:

- (g) suspension from attending or participating in tours, teams, functions, training or practice sessions, or other functions or events conducted by or under the auspices of TA and/or another Australian Tennis Organisation for a period reasonably determined by the Tribunal;

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- (h) directing the offender to attend counselling to address their conduct;
- (i) recommending termination of any appointment of any role the offender holds with a tennis organisation;
- (j) imposing a monetary fine;
- (k) in the case of a coach or other tennis official or administrator, suspending or directing relevant bodies not to renew that person's TA or Member Association accreditation or membership for a period or indefinitely; and
- (l) any other such penalty the Tribunal considers appropriate in the circumstances (including any penalty that may be imposed on an offender under clause 12 of the Member Protection Policy).

In considering the length of any suspension, the Tribunal must consider what is reasonable in the circumstances. Without limiting the Tribunal's powers, the Tribunal should also note that any suspension in excess of one year is likely to have a materially adverse effect upon the career of a tennis player.

- 4.11** The findings of the Tribunal will be delivered orally and there is no obligation on the Tribunal to publish reasons for its decision.
- 4.12** The Chairperson of the Tribunal will confirm in writing with the offender any penalty imposed and will notify the Chief Executive Officer and President of TA and the Chief Executive Officer and President of any relevant Member Association which will immediately recognise the penalty imposed upon the offender. Such notification must be made within seven (7) days of the determination of the matter, or in the event the matter is dealt with on tour, within seven (7) days of return.
- 4.13** Subject only to the appeals process outlined in paragraph 5:
  - (a) the determination by the Tribunal will be final and binding on all parties; and
  - (b) no further right of appeal exists within TA, or to an external tribunal or any civil court of law.

## 5. Appeals procedures

- 5.1** Appeals may only be lodged against:
  - (a) a minor offence on the grounds listed in paragraph 3.8; and
  - (b) subject only to (a), Tribunal decisions relating to serious offences. Where a matter for determination involves both minor and serious offences, an appeal can only be lodged in relation to those offences categorised and dealt with by the Tribunal as serious.
- 5.2** An appeal may only be lodged:
  - (a) in the case of appeals from a Tribunal established by a Member Association – to an Appeal Tribunal established by TA in accordance with this paragraph 5, in which case an appeal is only validly lodged where:
    - (i) an appeal notice in the prescribed form (Schedule 1) is lodged with the applicable Disciplinary Officer of that Member Association within seven (7) days of the Tribunal's decision;
    - (ii) the appeal notice is accompanied by a written submission as specified in paragraph 5.6 and an appeal application fee of \$1,000 (in the form of a bank cheque) refundable only at the discretion of the Appeal Tribunal (as defined below) and in circumstances where the offender is successful in overturning the Tribunal's finding of guilt and/or reduces the penalty

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imposed. The Appeal Tribunal may withhold all or part of the amount to cover the costs of the Appeal Tribunal hearing and deal with those monies and any fines payable by an offender as it considers appropriate (including by donating those monies into the Australian Tennis Foundation); and

- (b) in the case of an appeal from a Tribunal established by TA – to the appeal Division of the Court of Arbitration for Sport (Oceania Registry) (“**CAS**”), in which case an appeal is only validly lodged where an application is competed and filed in accordance with the Code of Sports Related Arbitration and other relevant requirements of CAS.

Both the CAS, and an Appeal Tribunal established by TA, shall be the “**Appeal Tribunal**” for the purposes of this paragraph 5.

- 5.3** For all appeals, other than appeal to CAS, the Disciplinary Officer of the applicable Member Association shall immediately refer the appealed matter to TA’s own Disciplinary Officer, and immediately provide to TA’s Disciplinary Officer:

- (a) the written submissions and appeal application fee referred to in paragraph 5.2; and
- (b) all such other information, materials and other assistance requested by TA’s Disciplinary Officer in relation to the offence, the Tribunal’s initial decision and/or the appeal of that initial decision.

- 5.4** An appeal against the findings of the Tribunal and/or the imposition of a penalty shall be conducted:

- (a) in the case of appeals that proceed under paragraph 5.2(a) – within 21 days of receipt by TA’s Disciplinary Officer of the notice of appeal, although TA shall have the discretion to convene an appeal hearing outside of the 21 day period but only after it has been established that it would be impossible to hear the appeal any earlier; and
- (b) in the case of appeals that proceed under paragraph 5.2(b) – in accordance with the Code of Sports Related Arbitration and other relevant prescribed processes and timelines of CAS.

- 5.5** The Appeal Tribunal shall:

- (a) in the case of appeals that proceed under paragraph 5.2(a) – a consist of three members appointed by TA’s Board of Directors who comply with paragraph 4.3, none of which has had a prior involvement in the matter. An Appeal Tribunal Chairman shall be appointed by TA’s Board of Directors. The Appeal Tribunal will have the discretion to conduct proceedings at their discretion and in accordance with the powers described in paragraph 4.4, subject always to the procedures set out in this Policy. A majority decision will determine the matter; and
- (b) in the case of appeals that proceed under paragraph 5.2(b) – be constituted in accordance with the Code of Sports Related Arbitration and other relevant rules of CAS, in which case paragraph paragraphs 5.6 to 5.9 (inclusive) of this Policy will not apply to that appeal.

- 5.6** In order for a matter to proceed to an appeal, the offender must establish on the balance of probabilities that it is more likely than not that s/he has an arguable case. This shall be done by written submissions only, lodged pursuant to paragraph 5.2(b). TA’s Disciplinary Officer will have the right of reply to any submissions lodged by the offender, such submissions in reply which must be lodged with the Appeal Tribunal and served upon the offender within seven (7) days of receipt by TA’s Disciplinary Officer of the offender’s submissions. The Appeal Tribunal Chairman alone shall determine whether the offender has sufficiently made out one or more ground/s of appeal within seven (7) days of receiving TA’s Disciplinary Officer’s submissions. There is no right to appeal against this decision. The Appeal Tribunal Chairman’s decision will be conveyed to each of the parties.

## *Disciplinary Policy*

- 5.7** If it is determined by the Appeal Tribunal Chairman on the balance of probabilities that the offender has an arguable case and the appeal is in relation to penalty only, the matter will proceed by way of written submissions only.
- 5.8** Each party will be required to submit in writing their arguments with the offender obliged to lodge their written arguments no less than three (3) business days before the matter is scheduled to proceed. A copy of the submissions of the offender will be provided to TA's Disciplinary Officer who will then have a further 48 hours to submit their own reasons.
- 5.9** If the appeal is against both conviction and penalty, the appeal will proceed according to the procedures set out in paragraph 4 of this Policy (to the extent applicable, as determined by the Appeal Tribunal's Chairman).
- 5.10** An appeal against conviction is a re-hearing of the matter and the parties may recall any earlier relevant witnesses and may submit fresh evidence, provided that the Appeal Tribunal is satisfied that the new evidence is relevant to the matter. The Appeal Tribunal has the power to dismiss the appeal, grant the appeal, impose any of the penalties provided for in paragraph 4.10, and/or impose a new penalty as provided for in paragraph 4.10 of this Policy, the new penalty which may be greater than the penalty handed down by the original Tribunal.
- 5.11** The determination by the Appeal Tribunal will be final and binding on all parties. No further right of appeal exists within TA, or to an external tribunal or any civil court of law.
- 5.12** The Disciplinary Officer in each Member Association and TA's own Disciplinary Officer will keep a register of all penalties imposed for serious offences.
- 5.13** If the offender is suspended by the Tribunal, this suspension shall remain in force pending the determination of the matter by way of appeal.
- 5.14** The Appeal Body has no power to award costs and each party shall bear their own costs in relation to the appeal.

I, ..... [insert name]

of.....[insert address]

wish to lodge an appeal against my conviction only / penalty only / conviction and penalty [strike out inapplicable portion] in accordance with *paragraph 5.2* of the Tennis Australia Disciplinary Policy.

In lodging an appeal I acknowledge that:

1. An appeal may only be lodged in relation to an offence described in para. 5.1 of the Tennis Australia Disciplinary Policy.
2. This Notice must be lodged with the applicable Disciplinary Officer within 7 days of the Tribunal's decision (para 5.2).
3. The Notice will not be considered unless it is accompanied by an appeal application fee of \$1,000 (in the form of a bank cheque) refundable only at the discretion of the Appeals Tribunal (para 5.2).
4. An appeal hearing is not automatic. I must establish by written submission lodged with the Disciplinary Officer with this Appeal Notice the reason why I have an arguable case. This issue will be determined by the Appeal Tribunal Chairman (para 5.6).
5. An appeal against penalty only will be dealt with by way of written submissions lodged with the Appeal Tribunal at least 3 business days before the matter is scheduled to proceed (para 5.8).
6. An appeal is a rehearing of the matter and the Appeals Tribunal has the power to increase the penalty (para 5.10).
7. The finding of the Appeals Tribunal will be binding on all parties and no further right of appeal exists within TA or to an external tribunal or any civil court of law (para 5.11).
8. My suspension (if any) remains in place until the Appeal Tribunal reaches its finding (para 5.13).

.....  
Applicant's signature acknowledging the above

.....  
Date

Send to: The Disciplinary Officer  
[insert relevant Member Association]

By post ..... [insert postal address]

By fax ..... [insert fax number]

## **SECTION 4 – CODE OF BEHAVIOUR**

# **CODE OF BEHAVIOUR:**

## **TOURNAMENTS AND WEEKLY COMPETITIONS**

UPDATED MARCH 2017



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# Tennis Australia (TA) Code of Behaviour: Tournaments and Weekly Competitions

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2	Weekly Competitions	(Guidelines)
3	Match and Tournament Violations	(Appendix I)
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# TOURNAMENTS – REGULATIONS



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# Tournaments – Regulations

## 1. Statement of Intent

- 1.1 These regulations provide the framework for dealing with tournament related breaches of discipline by players, coaches, parents/guardians and spectators who participate in or attend sanctioned tournaments and team events in Australia.

## 2. Purpose

- 2.1 To preserve the image and integrity of tennis in Australia and to promote sportsmanlike conduct in tournaments and good behaviours by dealing with breaches of discipline in a consistent manner.
- 2.2 If anything in this Policy is inconsistent with any Federal, State or Territory law, the relevant Federal, State or Territory law prevails to the extent of the inconsistency.

## 3. Definitions

**“Australian Tennis Organisation” (ATO)** refers to Tennis Australia, Member Associations, affiliated organisations, member affiliated organisations, regional associations and affiliated clubs as defined in the Tennis Australia Member Protection By-Law.

**“Tennis Australia” (TA)** refers to the governing body for tennis in Australia.

**“Member Association” (MA)** refers to the governing body for tennis in each state/territory in Australia as defined in the Tennis Australia Constitution.

**“Disciplinary Officer” (DO)** refers to the person appointed by an Australian Tennis Organisation to administer disciplinary matters.

**“Tournament”** refers to a sanctioned championship, tournament, team event or challenge match.


**“Australian Ranking” (AR)** points refers to the points that are allocated (allocation depending upon level of success in the tournament) to players for each Australian Ranking tournament they participate in.

**“Team event”** is the definition given to a team orientated tournament. Unless otherwise stated, teams represent states and territories of Australia. In some instances other Tennis Federations are invited and therefore will also be represented.

**“Weekly competitions”** refers to an organised tennis competition which occurs over a series of weeks on a regular basis.

**“Official”** refers to a referee, assistant referee, court supervisor (court monitor\*) or chair umpire.

**“Precinct”** refers to the tournament venue (courts and clubhouse) including its immediate surrounds (eg. venue car park).



**\*Please note:** a court monitor is not a fully accredited official but may provide tournament/competition assistance and support to court supervisors and referees.

## 4. Administration

- 4.1 The administration of match and tournament breaches of the Code of Behaviour is the responsibility of the MA in which the tournament was played, with the exception of National Championships, National Teams Championships and ITF/WTa/ATP tournaments, where TA will be the responsible body.
- 4.2 Correspondence with players once an automatic disciplinary action is invoked is the responsibility of the MA in which the player is registered. **This includes convening and conducting Tribunal hearings for registered players except in the case of TA controlled specific hearings or appeals.**
- 4.3 Correspondence in relation to any automatic disciplinary action or a tribunal hearing may be sent electronically (i.e. email) by the MA to the last known address provided by the player to the tournament, MA or TA. It is the responsibility of the player to provide and maintain a correct electronic address.

## 5. Application

- 5.1 The Code of Behaviour applies to violations occurring during tournaments in Australia (**including ITF, ATP and WTA tournaments held in Australia**) or at officially sanctioned activities related to these tournaments. In the case of ITF tournaments where an Australian player commits a serious offence including those processed as aggravated behaviour in the ITF Code of Conduct, Tennis Australia may elect to deal with this behaviour under this policy at the same time or subsequent to any ITF process. This matter may be referred directly to a relevant TA tribunal for determination related to Australian domestic tournaments and competitions. It also applies to instances of unacceptable behaviour (as deemed by TA) that may occur off-precinct during a tournament, which will be dealt with as per the TA Disciplinary Policy.
- 5.2 Incidents involving harassment, discrimination, abuse (not verbal abuse within the Code of Behaviour) and vilification (all of which are defined within the Member Protection Policy) may be dealt with pursuant to the TA Member Protection Policy and not these regulations.

## 6. Interpretation and On-Site Administration

- 6.1 The tournament director will assist with the administration of certain areas within the Code of Behaviour including no show processes, late withdrawals, spectator interference and conduct unbecoming reports. These reports will generally refer to situations that occur within the tournament precinct but are probably not on-court matters.
- 6.2 All accredited officials appointed by the tournament are empowered with the authority to interpret and determine match offences documented within these regulations, and take appropriate action. Court Monitors are not fully accredited officials and will refer any interpretation or determination of match offences to the referee or court supervisor.
- 6.3 The referee is the final on-site authority regarding the interpretation of match and tournament offences within the Code of Behaviour regulations.

## 7. Mutual Recognition

Any penalty imposed upon a player under this Code of Behaviour will be recognised and respected by all ATOs. A player is not permitted to play any tournaments or weekly competitions during the time of any suspension imposed under this Code of Behaviour.

## 8. Disciplinary Process

8.1 Breaches of the Code of Behaviour as detailed in **Appendix I** will be dealt with in the following manner:

**Table 1: Match offence**

Match offence	Immediate penalty (During match)	Disciplinary points (Attracted post-match)
First offence	Code violation	1 disciplinary point
Second offence	Point penalty	2 disciplinary points (inclusive of first offence)
Third offence	Match default*	4 disciplinary points (Inclusive of first and second offence)

\*A match default can only be administered by the tournament referee.

- The tournament referee, after consultation with any official and taking into account all the facts, may determine that a significant violation warrants an immediate match default without progressing through the above stages. In addition, after consultation with the tournament director it may be determined that the violation also warrants suspension from the remainder of the tournament.
- Where any point penalty is applied in accordance with these regulations the player shall be notified immediately where a chair umpire is present, or applied within the specific game by the relevant official in the case of non-chair umpired matches.
- If the point penalty cannot be issued during the specific game, a code violation second offence will still be issued.
- The tournament referee must determine any default situation.
- Any penalty awarded during a doubles match pursuant to a violation contained within these regulations shall be a penalty imposed against the team. Any post tournament action in accordance within these regulations will be taken against the individual player.
- For on-site code violations reported by any official the referee will determine the relevant penalty which may include default from the remainder of the tournament.

**Table 2: Tournament offences**

Tournament offences	
Code violation	Penalty
Late withdrawal (after first 3)	1 disciplinary point
No show and playing 2 tournaments	2 disciplinary points
Conduct unbecoming	Refer direct to tribunal

### Code violation appeals

A player may appeal a specific non-standard code violation (refer to Appendix I) to TA or the appropriate MA within seven days of the sending of the documentation

to the player. This appeal will be determined by the designated person/s at either TA or the MA and will only be considered on the basis of relevant and meaningful information. Appeals without a significant base will not be considered.

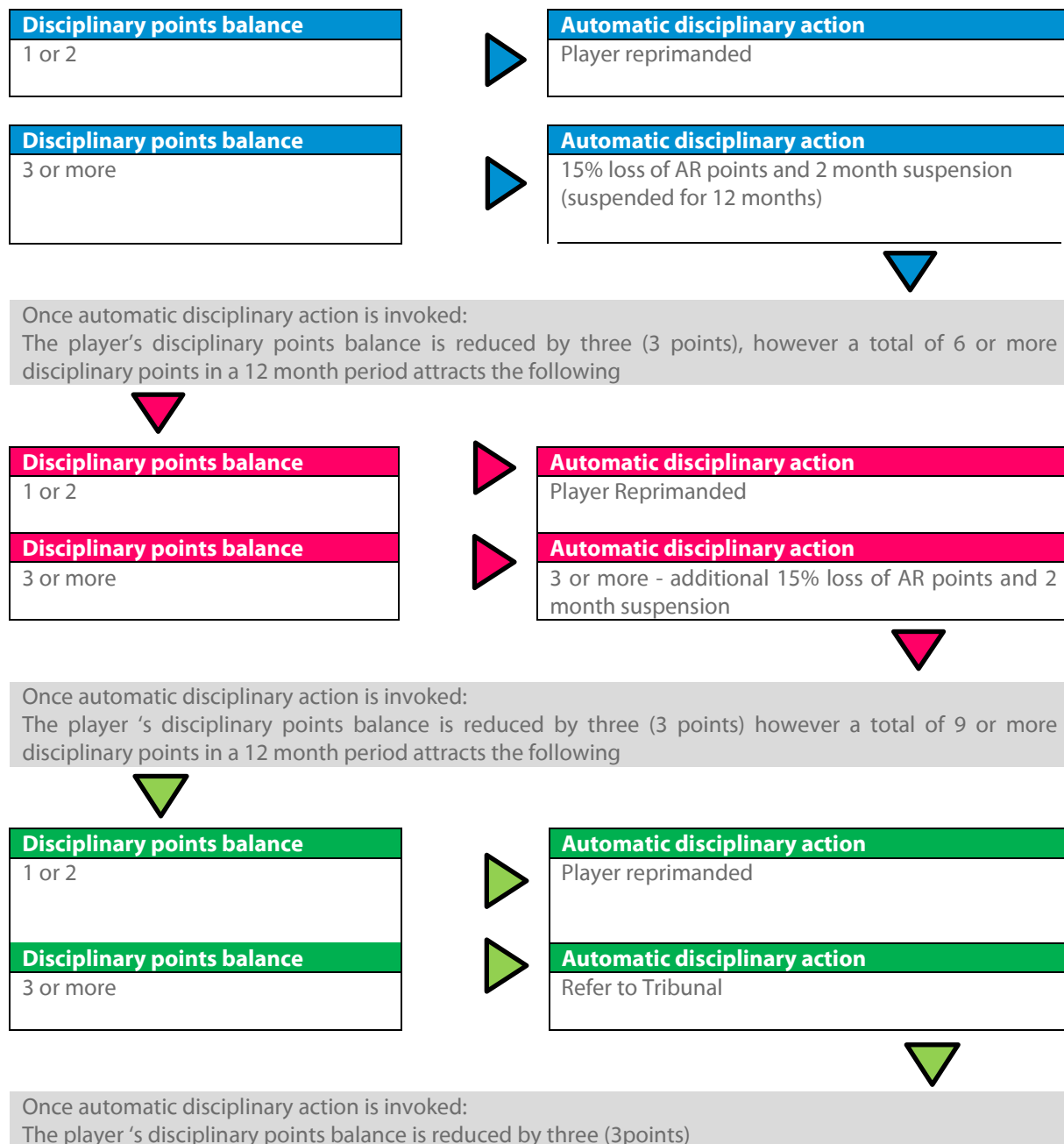
**Please note:** standard code violations are not appealable.

## **9. Penalties**

- 9.1** Disciplinary points are accumulated as code violations are enforced. When the number of disciplinary points in a 12 month period reaches three (3) or more, automatic disciplinary actions are activated. Diagram 1 outlines the disciplinary point levels and the related disciplinary action, which includes a mixture of suspension and loss of Australian Ranking points. Any 15% or 30% ranking penalty is applied on a monthly basis to the points balance existing at that time. Automatic suspension penalties are applied by the ATO. The dates of this suspension will be determined by the ATO and advised to the relevant player prior to the suspension commencing.
- 9.2** An individual player's accumulated points automatically drop off their points balance after 12 months from the time the points were added. Code of Behaviour ranking penalties commence in the month following the application of the disciplinary points, subject to any appeal provisions. These penalties are removed after 12 months.
- 9.3** A player, on the payment of \$500, may have their automatic suspension considered by a tribunal. If the player is successful in appealing the suspension, the \$500 payment will be refunded.
- 9.4** For the purposes of calculation, a player's disciplinary points also include any that have arisen as a result of weekly competition play.
- 9.5** For tribunal guidelines please refer to **Appendix II**.

## 10. Penalties system – operates on a 12 month rolling basis

Diagram 1:



**Please note:** A player who is subject to an immediate default will automatically lose 30 per cent of AR points and will be referred directly to TA or appropriate MA tribunal to determine the suspension period. This will also apply for off court violations under "conduct unbecoming".

**Where a player has been previously suspended by a tribunal and receives 3 or more disciplinary points in a 12 month period within 2 years of this suspension they will automatically be referred to the relevant tribunal.**



# WEEKLY COMPETITIONS GUIDELINES



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# Weekly Competitions: Guidelines

## 1. Statement of Intent

- 1.1 These guidelines provide the framework for dealing with breaches of discipline by players, coaches, parents/guardians and spectators who participate in or attend weekly tennis competitions in Australia.
- 1.2 The intent is to provide broad guidelines for weekly competitions that do not have an existing disciplinary process to deal with inappropriate behaviour. For such competitions, these regulations (or part thereof) can be inserted into the Competition By-Laws and used as required.
- 1.3 For weekly competitions that do have an existing disciplinary process, the competition provider can determine the most appropriate use of these regulations.

## 2. Purpose

- 2.1 To preserve the image and integrity of tennis in Australia and to promote sportsmanlike conduct in weekly competitions and good behaviours by dealing with breaches of discipline in a consistent manner.

## 3. Definitions

**“Australian Tennis Organisation” (ATO)** refers to Tennis Australia, Member Associations, affiliated organisations, member affiliated organisations, regional associations and affiliated clubs as defined in the Tennis Australia Member Protection By-Law.

**“Tennis Australia” (TA)** refers to the governing body for tennis in Australia.

**“Member Association” (MA)** refers to the governing body for tennis in each state/territory in Australia as defined in the Tennis Australia Constitution.

**“Disciplinary Officer” (DO)** refers to the person appointed by an Australian Tennis Organisation to administer disciplinary matters.

**“Tournament”** refers to a sanctioned championship, tournament, team event or challenge match.

**“Australian Ranking (AR) points”** refers to the points that are allocated (allocation depending upon level of success in the tournament) to players for each Australian Ranking tournament they participate in.

**“Team event”** is the definition given to a team orientated tournament. Unless otherwise stated, teams represent states and territories of Australia. In some instances other Tennis Federation/s are invited and therefore will also be represented.

**“Weekly competitions”** refers to an organised tennis competition which occurs over a series of weeks on a regular basis.

**“Official”** refers to a referee, assistant referee, court supervisor (\*court monitor) or chair umpire.

**“Precinct”** refers to the tournament venue (courts and clubhouse) including its immediate surrounds (i.e. venue car park).

**“Competition manager”** refers to the controlling person at a venue where competition matches are being played.

**\*Please note:** a court monitor is not a fully accredited official but may provide tournament/competition assistance and support to court supervisors and referees.

## 4. Administration

- 4.1 Member Associations, in addition to the controlling body of the competition will be responsible for the administration of this policy. Correspondence with players once an automatic disciplinary action is invoked is the responsibility of the MA in which the player is registered.
- 4.2 Correspondence in relation to any automatic disciplinary action or tribunal hearing may be sent electronically (i.e. email) by the MA to the last known address provided by the player to the competition, MA or TA. It is the responsibility of the player to provide and maintain a correct electronic address.

## 5. Application

- 5.1 The Code of Behaviour applies to violations occurring during weekly competitions in Australia or at officially sanctioned related activities.
- 5.2 Incidents involving harassment, discrimination, abuse (not verbal abuse within the Code of Behaviour) and vilification (all of which are defined within the Member Protection Policy) may be dealt with pursuant to the TA Member Protection Policy and not these guidelines. It also applies to instances of unacceptable behaviour (as deemed by TA) that may occur off-precinct during competitions, which will be dealt with as per the TA Disciplinary Policy.

## 6. Interpretation and On-Site Administration

- 6.1 **Without accredited officials:**  
The competition manager is empowered with the authority of administering these regulations.
- 6.2 **With accredited officials:**
  - (a) The competition manager and all officials appointed by the competition are empowered with the authority of administering these regulations.
  - (b) All officials appointed by the competition are empowered with the authority to interpret and determine match offences documented within these regulations, and take appropriate action. Court Monitors are not fully accredited officials and will refer any interpretation or determination of match offences to the referee or court supervisor.

- (c) The referee is the final on-site authority regarding the interpretation of these regulations.

## 7. Mutual Recognition

- 7.1** Any penalty imposed upon a player under these guidelines will be recognised and respected by all ATOs. A player is not permitted to play any tournaments or weekly competitions or sanctioned event during the time of any suspension imposed under these regulations.

## 8. Disciplinary Process

Breaches of the Code of Behaviour as detailed in Appendix I will be dealt with in the following manner:

### 8.1 Without accredited officials:

- A report regarding the player's behaviour is provided to the ATO (i.e. the competition controlling body) by the competition manager.
- The ATO must use all possible means to investigate the incident, and then if required, determine an appropriate penalty as outlined in section 9.

### 8.2 With accredited officials:

**Table 3: Match offence**

Match offence	Immediate penalty (During match)	Disciplinary points (Attracted post-match)
<b>First offence</b>	Code violation	1 disciplinary point
<b>Second offence</b>	Point penalty	2 disciplinary points (inclusive of first offence)
<b>Third offence</b>	Match default*	4 disciplinary points (Inclusive of first and second offence)

- The competition referee after consultation with any official(s) and taking into account all the facts may determine that a significant violation warrants an immediate match default without progressing through the above stages. In addition, after consultation with the appropriate person(s), the competition referee may determine that the violation also warrants suspension from other matches on that day.
- Any decisions regarding future competition weeks will be made in accordance with the penalties section (below).
- Where any point penalty is applied in accordance with these guidelines the player shall be notified immediately where a chair umpire is present, or applied within the specific game by the relevant official in the case of non-chair umpired matches.
- If the point penalty cannot be issued during the specific game, a code violation second offence will still be issued.
- The competition referee must determine any default situation.
- Any penalty awarded during a doubles match pursuant to a violation of these guidelines shall be a penalty imposed against the team. Any post competition action in accordance with these guidelines will be taken against the individual player.
- For on-site code violations reported by any official the referee will determine the

relevant penalty which may include default from the remainder of the competition.

### **8.3 Code violation appeals:**

- (a) A player may appeal a non-standard code violation (refer to Appendix I) to the appropriate ATO within seven days of the sending of the documentation to the player.
- (b) This appeal will be determined by the DO of the ATO, and will only be considered on the basis of relevant and meaningful information. Appeals without a significant base will not be considered. Note: standard code violations are not appealable.

## **9. Penalties**

### **9.1 Suspension penalties – without accredited officials:**

- (a) The ATO can, if agreed to by the MA, pass the matter onto the MA for advice and/or sanction. The ATO, after investigation, may impose disciplinary action and/or suspension as a result of the disciplinary report.
- (b) Other penalties can also be considered (e.g. non-participation in squads or trials), however a loss of AR points can only be determined by the MA. All penalties involving a suspension must be reported to the MA.

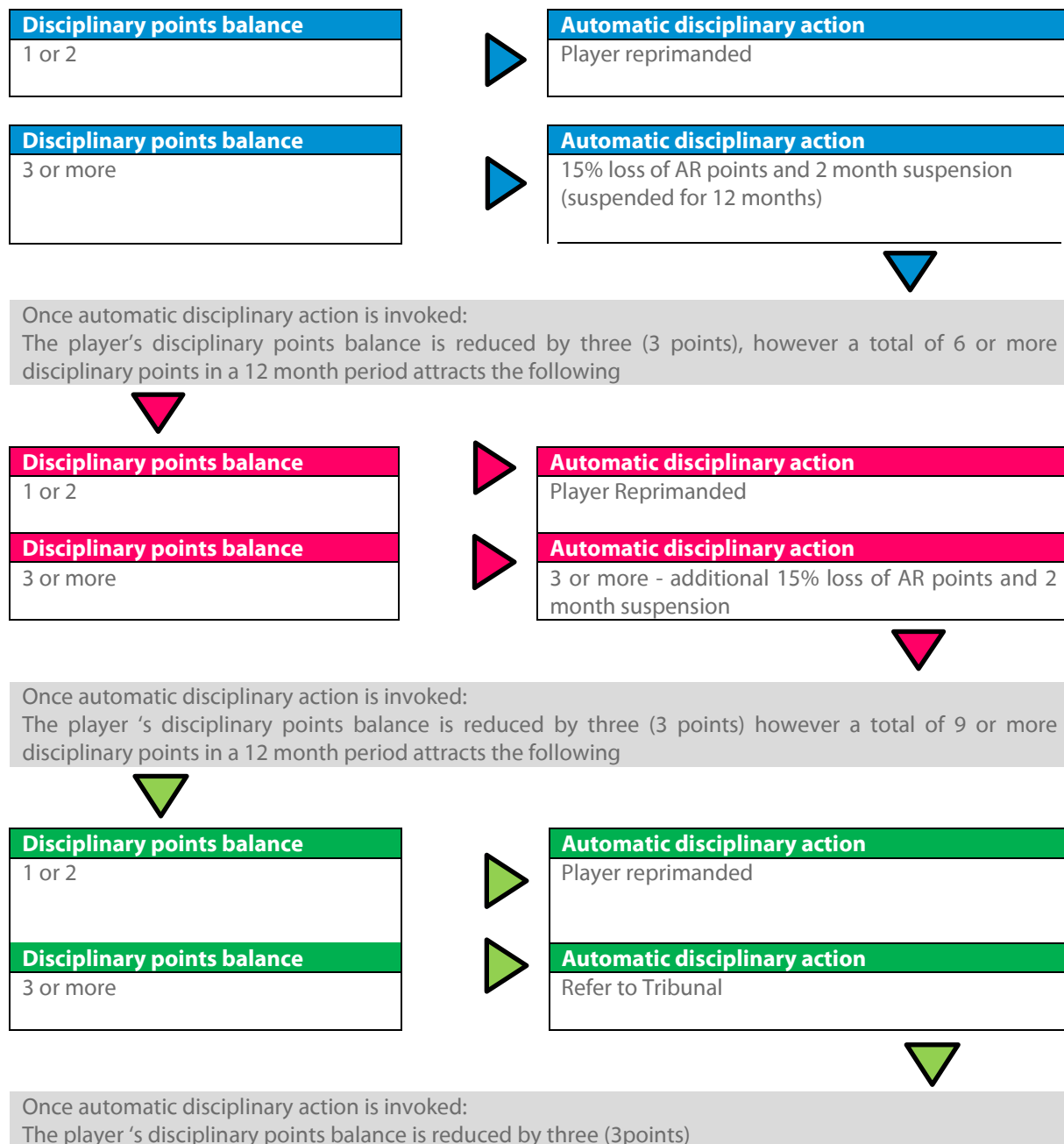
### **9.2 Suspension penalties – with accredited officials:**

- (a) Disciplinary points are accumulated as code violations are enforced. When the number of disciplinary points in a 12 month period reaches three (3) or more, automatic disciplinary actions are activated. Diagram 1 outlines the disciplinary point levels and the related disciplinary action, which includes a mixture of suspension and loss of Australian Ranking points. Any 15 % or 30 % ranking penalty is applied on a monthly basis to the points balance existing at that time. Automatic suspension penalties are applied by the ATO. The dates of this suspension will be determined by the ATO and advised to the relevant player prior to the suspension commencing.
- (b) An individual player's accumulated points automatically drop off their points balance after 12 months from the time the points were added. Code of Behaviour ranking penalties commence in the month following the application of disciplinary points, subject to any appeal provisions. These penalties are removed after 12 months.
- (c) A player, on the payment of \$500, may have their automatic suspension considered by TA or appropriate MA tribunal. If the player is successful in appealing the suspension, the \$500 payment will be refunded.
- (d) For the purposes of calculation, a player's disciplinary points also include any that have arisen as a result of tournament play.

For tribunal guidelines please refer to Appendix II.

## 10. Penalties system – operates on a 12 month rolling basis

Diagram 2:



**Please note:** A player who is subject to an immediate default will automatically lose 30 per cent of AR points and will be referred directly to TA or appropriate MA tribunal to determine the suspension period. This will also apply for off court violations under "conduct unbecoming".

**Where a player has been previously suspended by a tribunal and receives 3 or more disciplinary points in a 12 month period within 2 years of this suspension they will automatically be referred to the relevant tribunal.**

# **APPENDIX I: MATCH AND TOURNAMENT VIOLATIONS**



# Appendix I: Match and Tournament Violations

## 1. *Application*

- 1.1** This document applies to all tournaments and weekly competitions in Australia and should be utilised in conjunction with the discipline regulations contained in Code of Behaviour – Tournaments, or Code of Behaviour – Weekly Competitions. The definitions that appear in the Code of Behaviour regulations apply equally to this document.

The referee may apply any of the code violations in 2 below for situations that occur off court depending on the number of occasions they offend and specific severity.

Penalties may include:

- Code Violation 1<sup>st</sup> Offence
- Code Violation 2<sup>nd</sup> Offence
- Code Violation default

This may also include incidences of conduct unbecoming in 3 below.

Court monitors are not fully accredited officials and will refer any code violations that they observe to either the court supervisor or referee for further action.

## 2. *Standard Code of Behaviour violations*

The following violations amount to breaches of the Code of Behaviour:

### **2.1 Commencement of play ('no show')**

A player is not ready to commence play within 15 minutes of his/her match being called. The referee shall designate the official timepiece. This can also be deemed a 'no show'.

### **2.2 Physical abuse**

- (a) A player physically abuses any official, opponent, spectator, or other person within the precinct. For the purposes of this rule physical abuse is the unauthorised touching of an official, opponent, and spectator or other person.
- (b) In certain circumstances the matter may also be referred to the police for further investigation and subsequent possible action.

### **2.3 Verbal abuse**

Players shall not at any time directly or indirectly verbally abuse any official, opponent, sponsor, spectator, or other person within the precincts of the tournament/competition site. For the purpose of this rule, verbal abuse is defined as a statement about an official, opponent, sponsor, spectator or other person that implies dishonesty or is derogatory, insulting, racially or otherwise abusive.

### **2.4 Audible obscenity**

Players shall not use an audible obscenity within the precincts of the tournament/competition site. For the purposes of this rule audible obscenity is defined as the use of words commonly known and understood to be profane and uttered clearly and loudly enough to be heard by the court officials or spectators.



## **2.5 Unsportsmanlike conduct**

- (a) A player shall not during any tournament/competition engage in conduct that damages the image and integrity of tennis. Players shall at all times conduct themselves in a sportsmanlike manner and give due regard to the authority of officials and the rights of opponents, spectators and others. For the purposes of this policy, unsportsmanlike conduct is defined as any misconduct by a player, prior to, during or subsequent to a match that is clearly abusive or detrimental to the sport, including, but not limited to blatant cheating, but does not specifically fall within other violation categories.
- (b) Without limiting the foregoing any conduct that is disrespectful or offensive to a players opponent/s, or to Officials, Tournament Directors or competition managers, tournament staff, spectators or players on other courts is deemed to be Unsportsmanlike Conduct under this section 2. This may include failure to return the ball appropriately to the server, inappropriate or unsportsmanlike comments or gestures (on court or on-site at a Tournament or within the precinct), sledging, intimidating, threatening or abusive acts or omissions (whether verbal, in writing or otherwise), overt celebrations consistently directed at opponents, excessive noise disrupting the Tournament Precinct, or any other unsportsmanlike acts or omissions that are inconsistent with commonly understood tennis etiquette.

## **2.6 Line Calling**

Where a player has a point awarded to their opponent due to an incorrect line call by that player on a non-clay court (in accordance with Rules for Matches Played without a Chair Umpire) a Code Violation may be applied at the discretion of the relevant Official in addition to the loss of the point. Where a player is consistently making incorrect calls on a clay court resulting in numerous ball mark inspections a Code Violation may be imposed (in addition to the loss of a point) at the discretion of the relevant Official. Additionally where a player is constantly showing the incorrect ball mark in order to justify line calls a Code Violation may also be applied at the discretion of the relevant Official. Any of the line calling situations described above that attract a Code Violation will be deemed to be Unsportsmanlike Conduct under this section 2.

## **2.7 Unreasonable delays**

A player unreasonably delays a match. A player shall commence the match after the expiration of the established warm-up period. Thereafter, play shall be continuous as provided in the Rules of Tennis and a player shall not unreasonably delay a match for any cause. When a violation is a result of a medical condition, refusal to play or not returning to the court within the allocated time a code violation (delay of game) penalty shall be assessed in accordance with the code schedule. Other delays may be dealt with as a time violation.

## **2.8 Visible obscenity**

A player makes offensive or obscene gestures during any match or within the precinct. For the purposes of this rule, visible obscenity is defined as the making of signs by a player with his hands, body and/or racquet/balls that commonly have an obscene meaning.

## **2.9 Abuse of racquets or equipment**

A player violently or with anger, hits, kicks or throws a racquet or other equipment, or in any way unreasonably interferes with any court fixtures and equipment within the precinct. For

the purposes of this rule abuse of racquets or equipment is defined as intentionally and violently throwing, destroying or damaging racquets or equipment or intentionally and violently hitting the net, court, umpire's chair or other fixture during or after a match out of anger or frustration.

**2.10 Abuse of balls**

- (a) Players shall not violently, dangerously or with anger hit, kick or throw a tennis ball within the precinct except in the reasonable pursuit of a point during a match (including warm-up).
- (b) For the purposes of this rule abuse of balls is defined as intentionally hitting a ball out of the enclosure of the court, hitting a ball dangerously or recklessly within the court or hitting a ball with negligent disregard of the consequences.

**2.11 Leaving the court**

A player leaves the court area during a match (including the warm-up) without the permission of an official.

**2.12 Best efforts**

- (a) A player shall use his/her best efforts to win a match when competing in a tournament/competition.
- (b) For the purposes of this rule, the referee shall have the authority to penalise a player in accordance with the Code of Behaviour.

**2.13 Coaching**

A player receives any type of coaching from any person while a match is in progress, except where special provision is made for a tournament/competition. Communication of any kind, audible or visible between a player and any other person may be construed as coaching. Coaching shall be permitted where there is an off-court break between sets or during interruptions to play caused by bad weather or light where players leave the court. Coaching is not permitted while a court is being serviced at the end of or during a set and players are still on court, or during a toilet break.

**2.14 Failure to complete a match/a tournament**

A player must complete a match in progress or a tournament until his/her elimination from all entered events unless he/she is reasonably unable to do so. A violation of this section may subject a player to immediate default.

**2.15 Spectator Interference**

- (a) A player is deemed to be responsible for the behaviour and conduct of their entourage and support team who attend their matches or attend a Tournament in which they are participating (i.e. parent, family member, coach, trainer or friend).
- (b) Where a match is disrupted or interfered with by the action/s of a spectator who is part of a player's entourage (i.e. parent, family member, coach, trainer or friend) the relevant Official may at first instance attempt to address and eliminate any spectator interference at Tournaments/Competitions by discussing the relevant offences or behaviour with the offending person and/or applicable player. This discussion may include a warning to the player and the interfering spectator that any further interference by the spectator may result in:
  - (i) The match being suspended until the Official determines that the issue is resolved and that play can continue without further disruption or interference;

- (ii) A Code Violation being issued in accordance with the provisions below; and/or the ATO [at a later date] refusing the player's entry into future tournaments/competitions pursuant to the procedure set out below.
- (c) However, notwithstanding the above, where matches are disrupted or interfered with by the actions of a spectator who is part of a player's entourage (i.e. parent, family member, coach or friend) the Official may also decide in their discretion to, and without having first issued a warning, to impose Code Violation(s) on the relevant player(s) whose entourage that spectator forms part of, in accordance with the standard Code Violation process.
- (d) Disruption/Interference is defined as including the following:
  - (i) Intimidation threatening or abuse of opponents;
  - (ii) Making or causing to be made disrespectful or inappropriate comments or gestures towards Officials, players, Tournament Directors/Staff, competition managers, coaches, other parents and other persons on-site at or involved with a Tournament at a Precinct;
  - (iii) Providing inappropriate instructions, comments or direction to a player including both the spectators own player or the opponent, of any type (although this may also be considered as "Coaching" in accordance with section 2.13 above); and
  - (iv) Any other inappropriate or Unsportsmanlike Conduct (as defined in section 2 above) of any type as determined by the applicable Official.
- (e) The Official may also choose to suspend the match until the relevant disruption or interference, or the situation giving rise to that disruption or interference has improved or dissipated sufficiently so as to allow for the match to continue without disruption or interference.

**2.16** For the avoidance of any doubt, any Code Violations issued under this section 2 will attract applicable athlete Disciplinary Points in accordance with this Code of Behaviour document.

**2.17** In addition to and without limiting the above the Official, Tournament Director or Competition Manager will provide a report regarding the applicable disruption and/or interference to the relevant ATO. In such circumstances, the ATO may elect to take further action against the player in accordance with this Code of Behaviour, such further action which may include any of the following:

- (a) Providing written advice to the applicable player regarding the spectator interference in question which outlines possible future consequences of repeat occurrences;
- (b) The ATO advising the applicable player and/or spectator in writing of the inappropriate behaviour, and requiring the player and/or spectator to participate in a meeting with the ATO to discuss the issue. The object of the meeting will be to educate and counsel the interfering spectator and to act as a final warning. The spectator may be required to give a written undertaking not to attend future matches for a specified period in the case of interference at future tournaments/competitions; and
- (c) Referring the matter to a Tribunal constituted under this Code of Behaviour, in which case the Tribunal may determine whether the player will have future tournament entries refused. The Tribunal may consider all relevant issues, including the severity of the specific interference and/ or disruption, and/or if there has been any failure to comply with previous directions regarding spectator interference or undertakings given by the spectator.

**2.18** The ATO may encourage mediation between the parties in an attempt to have the issue resolved. If a resolution is reached at mediation no further action may be taken under this

Code of Behaviour (except by agreement between the parties). This does not prevent action being taken under State or Federal legislation or criminal or civil law. If the matter is not resolved by mediation then it may be referred to a Tribunal as outlined in Appendix II.

- 2.19** Without limiting any of the above, where a spectator engages in conduct that brings the sport of tennis or a Tournament into ridicule or disrepute, or that may be considered "conduct unbecoming" as that term is used in section 3 below (except that the word "spectator" shall be deemed to be read in place of the word "player") whilst that spectator is on-site at a Tournament, Competition and/or a Precinct;
- (a) A Code Violation may be immediately issued by the relevant Official to the player whose entourage that spectator forms part of;
  - (b) The Official, Tournament Director or Competition Manager will prepare and forward to the ATO a report regarding the spectator's behaviour for further action; and
  - (c) A player may be suspended from all remaining tournament matches at the discretion of the applicable Official, Tournament Director or Competition Manager.
- 2.20** Conduct that may be considered as bringing the sport of tennis or a Tournament into ridicule or disrepute, or that may be considered "conduct unbecoming" may be conduct during a match or otherwise on-site at a Tournament or Precinct which may or may not directly interfere with a match i.e. verbal abuse directed at an Official or any other on-site person (including the spectators own player).

### **3. *Non-standard Code of Behaviour violations***

#### **3.1 Dress and equipment**

A player does not dress and present himself/herself for play in approved tennis attire (see Tennis Australia Dress Regulations). Clean and customarily acceptable attire shall be worn at all times during match play. A player must be given the opportunity to change his/her clothing in order to comply with the dress regulations particularly before a match starts. At the discretion of the relevant official a maximum period of 10 minutes may be allowed in order for a player to change attire. A direction to improve the player's dress before the next tournament/competition day may also be given by the relevant official. Players should not be defaulted from matches due to clothing breaches except in exceptional circumstances but failure to meet dress regulation requests may be reported to TA or the relevant MA via an on-site code violation after the completion of the match.

#### **3.2 Conduct unbecoming**

A player who behaves in a manner considered to be detrimental to the best interests of the event and the sport will be deemed to have committed a violation. For the purpose of this rule, a violation may occur at, or away from, the precinct e.g. at a place of accommodation. A relevant report will be provided to the Australian Tennis Organisation with a view to possible referral to a tribunal.

#### **3.3 Time violation**

- (a) Where a player takes longer than the prescribed time between points, or at the change of ends, the official will determine whether a violation has occurred. If it is determined that a violation has occurred the first violation shall be penalised by a warning and each subsequent violation by a point penalty.
- (b) Notwithstanding the previous paragraph, when a time violation is a result of natural loss of physical condition, injury or refusal to play after being ordered to play by an official a

penalty will be assessed in accordance with the code violation – unreasonable delays.

### **3.4 Late withdrawal from tournament**

Where a player withdraws from a tournament/competition after the advertised withdrawal date, it shall be considered a late withdrawal.

An athlete's first three (3) late withdrawal offences within a calendar year are excused, provided the withdrawal is received by the Tournament Referee or Tournament Director (email, fax or post – but not SMS) prior to the start of the relevant first match for that athlete at the tournament.

An athlete will be issued one disciplinary point when a player has incurred their fourth late withdrawal in a calendar year.

### **3.5 Playing two tournaments**

A player is prohibited from playing two tournaments at the same time except with the specific permission of Tennis Australia/MA or in accordance with the Australian Ranking Tournament regulations.

### **3.6 Social Media**

Players are advised that the criticism or other derogatory comments regarding tournaments, administrators, officials, other players, coaches and other stakeholders on social media may be deemed a breach of the Tennis Australia Social Media Policy. Where there is any inconsistency between this Code and the Other TA Policies, those Other TA Policies shall prevail to the extent of such inconsistency.

## **4. General**

### **4.1 All players must abide by:**

- (a) Tennis Anti-Corruption Program; and
- (b) Tennis Australia Anti-Doping Policy;
- (c) Other National policies as amended from time to time.

Tennis Australia Policies are available at:

[tennis.com.au/about-tennis-australia/reports-and-policies/policies](https://tennis.com.au/about-tennis-australia/reports-and-policies/policies).

# APPENDIX II: TRIBUNAL GUIDELINES



## Appendix II: Tribunal Guidelines

### 1. *Application*

- 1.1 This document addresses the process if a player wishes to contest a suspension or the matter requires determination above the automatic provisions within the Code of Behaviour regulations.
- 1.2 The definitions that appear in the Code of Behaviour regulations apply equally to this document.

### 2. *Guidelines*

#### 2.1 **Tribunal**

- (a) TA and each MA shall appoint a disciplinary officer (DO) who will be responsible for the administration of the disciplinary process under the regulations including notifying the player, advising tribunal members and scheduling hearings. The DO will determine whether automatic suspensions apply or whether a matter is referred to a tribunal. It is not mandatory for an ATO to appoint a DO or establish procedures for dealing with complaints and hearings under these regulations. The ATO may agree to refer all matters to the MA.
- (b) If the matter is regarded as a matter to be determined in accordance with TA's Member Protection Policy, the ATO DO must refer the matter to the relevant body under clause 9.3 of TA's Member Protection Policy.
- (c) The ATO is responsible for conducting any hearing.
- (d) The tribunal shall be appointed by the ATO (however described) and shall comprise of the following persons:
  - (i) A lawyer, or if after reasonable attempts have been made to obtain one without success, then a person with considerable experience in the legal aspects of a disciplinary tribunal (who shall be chairperson);
  - (ii) A person with a thorough knowledge of tennis;
  - (iii) One other person of experience and with skills suitable to the function of a disciplinary tribunal.
- (e) The following cannot be tribunal members:
  - (i) A person who is a member of the Board of Directors;
  - (ii) A person who would, by reason of their relationship with the player, or otherwise, be reasonably considered to be other than impartial.
- (f) All parties shall bear their own costs.
- (g) Each member of the tribunal shall be indemnified by the ATO appointing the tribunal from any claim or action for loss, damages or costs made against them arising out of or in connection with their function as a member of the tribunal.

## **2.2 Player**

- (a) The player will be notified by the DO in writing (may be via email) to the last known address provided by the player of the following:
  - (i) Details of the violation(s);
  - (ii) Confirmation that the regulation applies;
  - (iii) The date, time and place of the tribunal hearing giving at least seven days' notice, except in the case of weekly competitions where the ATO administering the competition will determine the timing of any tribunal hearing;
  - (iv) The penalties available to the tribunal;
  - (v) Contents of report forms and any other written material provided to the tribunal upon which the tribunal will rely.
- (b) It is the responsibility of the player to advise the ATO DO of any change in address details (including email address).
- (c) The player may be represented at the hearing by any person who is not a legal practitioner so that the tribunal may give leave for the player to be legally represented where it considers it is necessary in accordance with the principles of natural justice. The ATO may be represented by its nominee at the hearing who may be the DO.
- (d) The tribunal shall hear and determine the alleged offence(s) in whatever manner it considers appropriate in the circumstances (including by way of teleconference or otherwise) provided that it does so in accordance with the principles of natural justice. The purpose of the hearing shall be to determine whether the player is in breach of the relevant regulations. If the tribunal finds the offence(s) proven on the balance of probabilities, it may impose any penalty it deems appropriate.
- (e) Where a player elects to rely on written submissions only, the tribunal will convene as soon as practicable to determine the matter.
- (f) If within 30 minutes of the notified time for commencement of the hearing, the player is not present, the tribunal may elect to conduct the hearing in the absence of the player or adjourn the hearing and reconvene at a later date advised to the player.

## **2.3 Outcome**

- (a) The tribunal shall give its decision as soon as practicable after the hearing and will deliver a statement of its written reasons to the DO of the ATO and the player.
- (b) The tribunal may impose any one or more of the following penalties:
  - (i) At its discretion, and where deemed appropriate, a tribunal may decide to specifically identify relevant tournaments/competitions as part of any penalty;
  - (ii) Suspend the player for either a specific time or number of events/matches;
  - (iii) Order the player to attend a behaviour modification program, and where ordered to do so, the player will present proof of having attended such a program before the player can re-commence playing;
  - (iv) Suspend the player from participating in squads, including training, for a specified period of time not exceeding eight months;
  - (v) Remove Australian Ranking points;
  - (vi) Impose any other penalty deemed appropriate.
- (c) Where the tribunal is convened due to spectator interference the tribunal may deny the player entry for a specified period of time to future tournaments/competitions.
- (d) A tribunal may defer a suspension to be served at a nominated future date based upon the ATO's calendar of tournaments/competitions and the player's intended schedule.
- (e) If within a four (4) year period from the time of imposition of a penalty, the player appears



before a tribunal for subsequent violations of the same or similar nature, the tribunal may take into account the player's prior history and penalise the player accordingly to a maximum of 12 months.

- (f) After the tribunal, the player must be informed in writing by the ATO of the outcome of the tribunal, including the dates to which any suspension applies. The ATO shall also notify other bodies of any penalty imposed.

### **3. Appeals procedures**

#### **3.1** An appeal may only be lodged:

- (a) In the case of appeals from a Tribunal established by an ATO - to an Appeal Tribunal established by TA in accordance with this paragraph 3, in which case an appeal is only validly lodged where:
  - (i) An appeal notice in the prescribed form is lodged with the applicable Disciplinary Officer of that Member Association within seven (7) days of the Tribunal's decision; and
  - (ii) The appeal notice is accompanied by a written submission as specified in paragraph 3.2 and an appeal application fee of \$500 (in the form of a bank cheque) refundable only at the discretion of the Appeal Tribunal (as defined below) and in circumstances where the offender is successful in overturning the Tribunal's finding of guilt and/or reduces the penalty imposed. The Appeal Tribunal may withhold all or part of the amount to cover the costs of the Appeal Tribunal hearing and deal with those monies and any fines payable by an offender as it considers appropriate (including by donating those monies into the Australian Tennis Foundation).

Appeal Tribunal established by TA, shall be the "Appeal Tribunal" for the purposes of this paragraph 3.

#### **3.2** For all appeals, the Disciplinary Officer of the applicable ATO shall immediately refer the appealed matter to TA's own Disciplinary Officer, and immediately provide to TA's Disciplinary Officer:

- (a) The written submissions and appeal application fee referred to in paragraph 3.1 (a) (i); and
- (b) All such other information, materials and other assistance requested by TA's Disciplinary Officer in relation to the offence, the Tribunal's initial decision and/or the appeal of that initial decision.

#### **3.3** An appeal against the findings of the Tribunal and/or the imposition of a penalty shall be conducted:

- (a) In the case of appeals that proceed under paragraph 3.1 and 3.2 – within 21 days of receipt by TA's Disciplinary Officer of the notice of appeal, although TA shall have the discretion to convene an appeal hearing outside of the 21 day period but only after it has been established that it would be impossible to hear the appeal any earlier.

#### **3.4** The Appeal Tribunal shall:

- (a) In the case of appeals that proceed under paragraph 3.1 and 3.2 – a tribunal consisting of three members appointed by TA's Board of Directors who comply with paragraph 2.1, none of which has had a prior involvement in the matter. An Appeal Tribunal Chairman shall be appointed by TA's Board of Directors. The Appeal Tribunal will have the discretion to conduct proceedings at their discretion and in accordance with the powers

described in paragraph 2.1, subject always to the procedures set out in this Policy. A majority decision will determine the matter; and

- 3.5** In order for a matter to proceed to an appeal, the appellant must establish on the balance of probabilities that it is more likely than not that s/he has an arguable case. This shall be done by written submissions only, lodged pursuant to paragraph 3.2. TA's Disciplinary Officer will have the right of reply to any submissions lodged by the appellant, such submissions in reply which must be lodged with the Appeal Tribunal and served upon the offender within seven (7) days of receipt by TA's Disciplinary Officer of the offender's submissions. The Appeal Tribunal Chairman alone shall determine whether the appellant has sufficiently made out one or more ground/s of appeal within seven (7) days of receiving TA's Disciplinary Officer's submissions. There is no right to appeal against this decision. The Appeal Tribunal Chairman's decision will be conveyed to each of the parties.
- 3.6** If it is determined by the Appeal Tribunal Chairman on the balance of probabilities that the appellant has an arguable case and the appeal is in relation to penalty only, the matter will proceed by way of written submissions only.
- 3.7** Each party will be required to submit in writing their arguments with the offender obliged to lodge their written arguments no less than three (3) business days before the matter is scheduled to proceed. A copy of the submissions of the offender will be provided to TA's Disciplinary Officer who will then have a further 48 hours to submit their own reasons.
- 3.8** If the appeal is against both conviction and penalty, the appeal will proceed according to the procedures set out in paragraph 2 of this Policy (to the extent applicable, as determined by the Appeal Tribunal's Chairman).
- 3.9** An appeal against conviction is a re-hearing of the matter and the parties may recall any earlier relevant witnesses and may submit fresh evidence, provided that the Appeal Tribunal is satisfied that the new evidence is relevant to the matter. The Appeal Tribunal has the power to dismiss the appeal, grant the appeal, impose any of the penalties provided for in paragraph 2.3, and/or impose a new penalty. The new penalty which may be greater than the penalty handed down by the original Tribunal.
- 3.10** The determination by the Appeal Tribunal will be final and binding on all parties. No further right of appeal exists within TA, or to an external tribunal or any civil court of law.
- 3.11** The Disciplinary Officer in each ATO and TA's own Disciplinary Officer will keep a register of all penalties imposed for serious offences.
- 3.12** If the offender is suspended by the Tribunal, this suspension shall remain in force pending the determination of the matter by way of appeal.
- 3.13** The Appeal Body has no power to award costs and each party shall bear their own costs in relation to the appeal.



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## **SECTION 5**

### **1 OPEN TOURNAMENTS, CLOSE TOURNAMENTS AND FIXTURES**

- 1.1 An open tournament is one which includes any event in which other than members of the particular body conducting such tournament may participate.
- 1.2 A close tournament is one in which only members of the particular body conducting such tournament may participate.
- 1.3 Fixtures are organised matches conducted by a body for its members, whether for social or competitive reasons and whether conducted at regular or irregular intervals.
- 1.4 An Invitational Public Tournament is one which the public are invited to attend as paying spectators and which entry to the tournament is subject to invitation.
- 1.5 Application for permission to hold any event in accordance with By-Law 1.1 must be made to the Tournament Committee. Such application must be in the prescribed form as determined by the Tournament Committee from time to time and lodged with the Tournaments and Competitions Manager by the deadline date specified by the Tournament Committee. In the event of failure to meet the said deadline date, then applications may be treated by the Tournament Committee as it deems fit.
- 1.6 Any Affiliated Body or person desiring to conduct any tennis event as defined in By-Law 1.1 must first obtain the written sanction of the Tournament Committee.
- 1.7 Only balls to a standard approved by Tennis Australia shall be used in tennis events.
- 1.8 All resident Queensland Players participating in sanctioned tennis events as defined in By-Law 1.1, 1.2 and 1.3 must be registered.
- 1.9 Persons declared unfinancial with any Affiliated Body, shall not be accepted by any other Affiliated Body.
- 1.10 Any such person who is unfinancial shall be reported to the Board of Directors in writing by the Affiliated Body concerned, requesting action to be taken. Upon being reported, any such person may be granted clearance only by the Board of Directors.
- 1.11 Notwithstanding any of the provisions of this By-Law, the Board of Directors may, if special circumstances warrant, waive all or any of the provisions of this By-Law, including, but without limitation, waivers in respect of matches organised by or on behalf of primary schools, secondary schools and tertiary institutions or their associated sporting organisations.

- 1.12 A player who is unfinancial because of non-payment of fees for tournaments or events may be reported by the body conducting the tournament or event as unfinancial and be dealt with according to the By-Laws.
- 1.13 Sanction fees may be levied on tennis events at the discretion of the Board of Directors from time to time.

## **SECTION 6 - REGIONAL ASSEMBLY BY-LAWS**

## **REGIONAL ASSEMBLY BY-LAWS**

### **1 Proceedings of Regional Assemblies**

- 1.1 Each Regional Assembly shall meet whenever it is necessary for the despatch of business and shall, in any event, meet at least three times a year.
- 1.2 Each Regional Assembly shall hold in each year a meeting, called an annual general meeting, to be held during August. The annual general meeting of the Regional Assembly shall be convened by the secretary of the Regional Assembly or, in the event that the secretary of the Regional Assembly does not or can not convene the annual general meeting to be held within the specified time period, the Chief Executive Officer.
- 1.3 The officers of each Regional Assembly shall comprise a chairperson, deputy chairperson, secretary and, where the Regional Assembly operates a bank account, a treasurer (who may also be the secretary or deputy chairperson) elected or appointed at the annual general meeting in each year by and from the Delegates of each such Regional Assembly and correspondingly, such officers may be removed by the Delegates of each such Regional Assembly. The officers of the Regional Assembly shall hold office on an annual basis from the time of their election and expiring immediately prior to the election in the following year (unless they shall earlier cease to be a Delegate or such an officer); provided that where, in the next year, an officer is not re-elected or re-appointed as a Delegate, that person shall continue in office until immediately prior to the election at the next annual general meeting and, until that time, will be entitled to receive notice of meetings of the Regional Assembly and to attend and vote at such meetings until the conclusion of the annual general meeting at which that officer so retires.
- 1.4 Any casual vacancies in those positions occurring during a year shall be filled by and from the Delegates of each such Regional Assembly as soon as reasonably practicable after the casual vacancy arises and a Delegate appointed to fill any such casual vacancy shall hold office as such an officer only for the period in which the predecessor of that Delegate would have held that office had the casual vacancy not occurred.
- 1.5 Meetings of a Regional Assembly shall be presided over by the chairperson or in the absence of the chairperson, the deputy chairperson, but if at any meeting of a Regional Assembly no chairperson or deputy chairperson is in office or, the chairperson or deputy chairperson is not present within 15 minutes after the time appointed for the meeting or is unwilling to act, the Delegates present shall choose one of their number to be chairperson of that meeting.
- 1.6 A Regional Assembly shall not have the power in its own right to independently impose fees or the payment of other sums of money on Affiliated Bodies located in the Region or on Registered Persons of those Affiliated Bodies, and any funds collected, held or otherwise



coming into the possession of a Regional Assembly shall be and remain the property of the Company and shall be forwarded to the Company within 7 days of receipt or shall otherwise be dealt with as the Board of Directors may direct.

- 1.7 Where deemed necessary by the Company for effective administration of tennis in particular regions, the Company shall establish bank accounts to be operated by the respective Regional Assembly under conditions determined from time to time by the Board of Directors which shall include lodgment of an audit report in the hands of the Treasurer by 14 September for the preceding financial year.
- 1.8 The chairperson or that number of Delegates who collectively hold at least 333 votes may, and the secretary, upon the request of the chairperson or that number of such Delegates, convene a meeting of the Regional Assembly.
- 1.9 At least 5 days notice of meetings of a Regional Assembly shall be given to each Delegate by delivering or posting the notice or by sending the notice by communication service to the last address or communication service number (as the case may be) within Australia provided by the Delegate.
- 1.10 If the chairperson or that number of Delegates who collectively hold 333 votes consider that a meeting of the Regional Assembly is required upon short notice for consideration of urgent business, notice of such meeting (being less than 5 days) and of the general nature of the business for discussion at the meeting may be given by telephone to each Delegate at the last telephone number within Australia provided by the Delegate.
- 1.11 No business shall be transacted at a meeting of a Regional Assembly unless a quorum is present at the time when the meeting proceeds to business.
- 1.12 A quorum at a meeting of a Regional Assembly shall be such number of delegates who collectively not less than 33% of the total regional votes.
- 1.13 Subject to this Constitution, the By-Laws may provide for the regulation of meetings of Regional Assemblies and, insofar as no provision is made by the By-Laws, a Regional Assembly may convene, adjourn and otherwise regulate its meetings and proceedings as it thinks fit and for such purpose, may adopt standing orders, provided the standing orders do not conflict with this Constitution.
- 1.14 Delegates of a Regional Assembly may, if they think fit, confer by radio, telephone, closed circuit television or other electronic means of audio or audio visual communication and a resolution passed at such a conference shall, notwithstanding that the Delegates of the Regional Assembly are not present together in one place at the time of the conference, be deemed to have been passed at a meeting of the Delegates of the Regional Assembly held on the day on which and at the time at which the conference was held. The provisions of this Constitution relating to proceedings of a Regional Assembly shall

apply, so far as they are capable of application, to conferences held by these means.

- 1.15 The number of delegates to the Regional Assembly and the voting rights of those delegates shall be as set out in Schedule 1 of the Constitution.
- 1.16 In the case of equality of votes, the chairperson of the meeting has a casting vote in addition to a deliberative vote (if any), except in the case of the election or appointment by the Regional Assembly of Regional Members, in which case the chairperson shall not have a casting vote.
- 1.17 There shall be a right of appeal to a Regional Assembly against any decision of a committee appointed by the Regional Assembly.
- 1.18 Subject to the Corporations Law, a resolution in writing signed by all the Delegates of a Regional Assembly or all the members of a committee of a Regional Assembly for the time being present within Australia shall be as valid and effectual for all purposes as if it had been passed at a meeting of the Regional Assembly or committee duly called and constituted, and may consist of several documents in like form, each signed by one or more of the Delegates of the Regional Assembly or the members of a committee (as the case may be) and where the document is so signed, the document shall be deemed to constitute a minute of that meeting.
- 1.19 The resolution shall be deemed to be passed on the day on which the document was signed and at the time at which the document was last signed or if the Delegates or the members of a committee signed the document on different days, on the day on which, and at the time at which, the document was last signed by the Delegate or a member of a committee (as the case may be).
- 1.20 An electronically transmitted legible copy of a document, the original of which in the opinion of the secretary of the Regional Assembly has been apparently signed by a Delegate or a member of a committee, shall be deemed to be a document signed by the Delegate or member.
- 1.21 All acts of the Delegates, a committee of a Regional Assembly or a member of a committee or a person acting as a Delegate or committee or member of a committee, are valid notwithstanding that it is afterwards discovered that there was some defect in the appointment, election or qualification of them or any of them or that they or any of them were disqualified or had vacated position as Delegate or member of a committee.
- 1.22 A copy of all minutes of meetings of each Regional Assembly shall be forwarded to the Chief Executive Officer as soon as reasonably practicable after each meeting.
- 1.23 A Delegate shall (unless the Delegate shall earlier cease to be a Delegate) hold the position as Delegate on an annual basis on and from the date of the election or appointment of the Delegate in each year and expiring immediately prior to the election or appointment of

Delegates by that Affiliated Body in the next year at which time the Delegate shall automatically retire from that position.

- 1.24 In the event of a casual vacancy arising in the position of a Delegate, the Affiliated Body which had elected or appointed the Delegate in respect of which the casual vacancy has arisen, shall elect or appoint another Delegate in the place of the former Delegate and such person shall hold the position as Delegate only for the period in which the predecessor of such person would have held that position had the casual vacancy not occurred.
- 1.25 An Affiliated Body may remove any Delegate elected or appointed by it.
- 1.26 A notice signed by the secretary of the Affiliated Body and sent by communication service notifying of the details of those persons who have been elected or appointed by that Affiliated Body as its Delegates or who have been removed as its Delegates (as the case may be), shall be prima facie evidence of due election, appointment or removal by that Affiliated Body of those persons as Delegates. The secretary of the Affiliated Body shall, within 7 days after the Affiliated Body elects, appoints or removes any Delegates, notify the relevant Regional Assembly and the Chief Executive Officer of those matters.
- 1.27 In the event that the secretary of an Affiliated Body does not notify the relevant Regional Assembly secretary of the details of the Delegates such Delegates are not entitled to receive notices of or attend any meetings of the Regional Assembly.

#### **1.28 Method for Election or Appointment of Regional Members**

(a) Number of Regional Members

Each Regional Assembly shall be entitled to elect or appoint on an annual basis to the general meeting, a certain number of its Delegates to act as Regional Members of the Company, calculated as set out in Schedule 2 of the Constitution.

(b) Regional Members shall be elected or appointed by the Delegates of each Regional Assembly at the annual general meeting of the Regional Assembly in each year.

(c) The secretary of each Regional Assembly shall, by written notice to all Delegates of that Regional Assembly, call for nominations for the positions of Regional Members not less than 28 days before the annual general meeting of the Regional Assembly. A Delegate wishing to be considered for appointment as a Regional Member shall submit by communication service a nomination form signed by that Delegate to the secretary of the relevant Regional Assembly not less than 10 days prior to the annual general meeting. The nomination form shall contain such information including a curriculum vitae of the nominee and be in such form as is approved by the Board of Directors from time to time. Notice of each candidate for election as a Regional Member together

with the information included in the nomination form shall be included in the notice of the meeting. Should the required number of nominations not be received within the requisite time prior to the annual general meeting, nominations may be received from the floor of the annual general meeting from eligible Delegates.

- (d) Voting by Delegates for the election or appointment of Regional Members by the Regional Assembly shall be taken by way of secret ballot at the annual general meeting of the Regional Assembly in each year in accordance with the procedure for such a ballot as set out in the By-Laws or, failing any By-Law in that respect, as determined by the chairperson of that annual general meeting acting reasonably and bona fide, and the nominee or nominees who receive the greatest number of votes in descending numerical order until all positions for Regional Members are filled.
- (e) Where only the required number of nominations are received, that nominee or those nominees (as the case may be) shall be deemed to be elected and appointed as Regional Members.
- (f) The secretary of each Regional Assembly shall be the returning officer for the purpose of conducting any election which may be necessary to elect or appoint Regional Members and the chairperson shall appoint 2 scrutineers to assist the returning officer in the conduct of the secret ballot. The secretary shall furnish a certificate to the chairperson as to the result of the voting and such certificate shall be final and conclusive.
- (g) In the event that the secretary does not notify the Chief Executive Officer of the details of the Regional Members, such Regional Members are not entitled to receive notices of or attend any meetings of the Company.

- 1.29 A Regional Member shall (unless that Regional Member ceases to be a Regional Member) hold the position as a Regional Member on an annual basis, commencing from the date of the election or appointment of that Regional Member in each year and expiring immediately prior to the election or appointment of Regional Members in the next year, at which time the Regional Member shall automatically retire from that position.

### **1.30 Casual Vacancy of a Regional Member**

- (a) In the event of a casual vacancy arising in the position of a Regional Member, the Regional Assembly which had elected or appointed that Regional Member in respect of which the casual vacancy has arisen, shall elect or appoint another Regional Member.
- (b) Such person to fill a casual vacancy shall hold the position as Regional Member only for the period in which the predecessor

would have held that position had the casual vacancy not occurred.

- (c) In the event that a Regional Member is elected or appointed as a Member holding the positions of the President or Treasurer, a casual vacancy will automatically arise in the position of that Regional Member.

#### **1.31 Notification of Members**

- (a) For the purpose of this clause, a notice signed by the secretary of the Regional Assembly and forwarded by communication service notifying the Chief Executive Officer of the details of those persons who have been elected, appointed or removed by that Regional Assembly as its Regional Members shall be prima facie evidence of due election, appointment or removal by that Regional Assembly of those persons as Regional Members. The secretary of the Regional Assembly shall, within 7 days after the Regional Assembly elects, appoints or removes any Regional Members, notify the Chief Executive Officer of those matters

#### **1.32 Committees of Regional Assemblies**

- (a) A committee to which any powers have been delegated by a Regional Assembly shall exercise the powers delegated in accordance with any directions of the Regional Assembly and subject to that, the meetings and proceedings of a committee consisting of two or more Delegates shall be governed by the provisions of this Constitution as to meetings and proceedings of the Regional Assembly, so far as they are capable of application, to meetings and proceedings of a committee.
- (b) The chairperson and secretary of each Regional Assembly shall be ex-officio members of all committees.
- (c) A committee or sub-committee shall be made up of such persons and operate in such way as determined from time to time by the Regional Assembly.

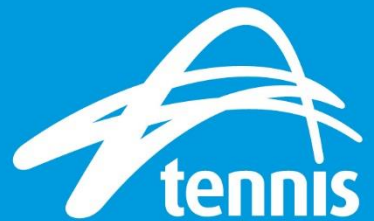
#### **1.33 Variation of Appointment and Election Timetable**

- (a) Where the Board of Directors makes a variation to the timetable, the Board of Directors shall by written notice, promptly advise each Affiliated Body, each Regional Assembly, all Delegates and all Members of the full details of the variation to that timetable so as to enable all of such entities and persons to take appropriate steps to comply with the varied timetable.
- (b) Where the Board of Directors makes a variation to the timetable the variation of the timetable shall be adopted (on a transitional basis only) for the purposes of this Constitution and the By-Laws and shall be deemed to be incorporated in this Constitution and the By-Laws as if the

variation was originally included in this Constitution and the By-Laws.

## **SECTION 7 - MEMBER PROTECTION BY-LAW**

**NATIONAL  
POLICY**



**MEMBER  
PROTECTION  
POLICY**



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# MEMBER PROTECTION POLICY

## PART I – APPLICATION

### 1. Purpose

- 1.1 Tennis Australia (**TA**) is a not-for-profit organisation providing tennis and recreation services to individuals of all ages.
- 1.2 TA operates in all Australian states and territories, and provides services including social tennis, tennis coaching, competitions and tournaments, player development, local and international events, education, and training.
- 1.3 The purpose of the Member Protection Policy (**Policy**) is to protect the health, safety and well-being of those who participate in the activities of tennis, including those delivered by TA, Member Associations, Affiliated Organisations, Member Affiliated Organisations, Regional Associations and Affiliated Clubs (**Australian Tennis Organisations**, or hereafter **ATOs**).
- 1.4 TA and all ATOs will not tolerate any form of abuse, neglect, harassment, unlawful discrimination, vilification, victimisation, indecency or violence against any adult or child by Personnel, and such conduct is a breach of this Policy.
- 1.5 TA takes seriously its responsibility and commitment to provide a safe environment for those participating in the activities of ATOs, particularly individuals at a disadvantage and children and young people. TA and all ATOs have a zero tolerance approach to child abuse. All ATOs are committed to ensuring children are safe when participating in tennis activities, and ensuring that services are delivered in the best interests of their young participants. This commitment is endorsed and approved by the Board of TA.
- 1.6 All persons bound by this Policy have the responsibility to:
  - (a) adopt the practices and behaviours set by TA as the expected standard when carrying out their roles (including those set out in this Policy);
  - (b) implement and comply with the screening measures in Part II of this Policy;
  - (c) report any breaches of this Policy which they become aware of to a Complaint Recipient (see Part IV of this Policy), and where necessary, to external authorities responsible for child protection (this subclause applies regardless of whether the abuse is being perpetrated by personnel within their organisation, or by others within the wider community, including members of a child's family, their extended network or strangers); and
  - (d) manage alleged instances of harassment, abuse, discrimination and other conduct which may breach this Policy, as per the procedures outlined in this Policy.
- 1.7 If anything in this Policy is inconsistent with any relevant Federal, State or Territory law, the relevant Federal, State or Territory law prevails to the extent of the inconsistency.

## 2. Application

2.1 This Policy applies to the following individuals and organisations:

- (a) persons and administrators appointed or elected to boards of directors, executives and/or committees (including sub-committees) of ATOs and office bearers of ATOs such as presidents, vice-presidents, treasurers, secretaries and selectors;
  - (b) employees of ATOs (whether engaged as full time, part time or casual staff) and contractors of ATOs;
  - (c) officials appointed or elected by an ATO in relation to players and/or teams which represent such organisations including team management personnel such as coaches, managers, physiotherapists, and other support personnel;
  - (d) tennis coaches (including assistant coaches) who:
    - (i) are appointed and/or employed by an ATO (whether paid or unpaid);
    - (ii) are a TA Coach Member;
    - (iii) are members of a coaching organisation e.g. Tennis Coaches Australia and internationally recognised coaching associations; and/or
    - (iv) have an agreement (whether or not in writing) with an ATO to coach tennis at a facility owned, occupied or managed by, or affiliated with, that ATO;
  - (e) Officials;
  - (f) tennis players who:
    - (i) enter any tournament, competition, activity or event (including camps and training sessions) being held or sanctioned by an ATO;
    - (ii) are registered with a Regional Association and/or Affiliated Club as a player and/or member of that Regional Association and/or Affiliated Club;
  - (g) any other person who is member or user of, or affiliated to, an ATO (including life members or service award holders); and
  - (h) any other person or entity (for example a parent/guardian, spectator or sponsor) who or which agrees, in writing (whether on a ticket, entry form or otherwise), to be bound by this Policy; and
  - (i) all Australian Tennis Organisations,
- (collectively, **Personnel**).

### 3. Procedural Obligations

#### 3.1 ATOs must:

- (a) adopt and comply with this Policy;
- (b) recognise and enforce any sanction/s imposed under this Policy;
- (c) publish, distribute and promote this Policy (and any amendments made to it) to their members, in the manner required by TA or an MA and upon reasonable request, make this Policy available for inspection, or copying;
- (d) make such amendments to their constitution, rules or policies necessary for this Policy to be enforceable; and
- (e) ensure that its members adopt this Policy (e.g. a Member Association imposes the Policy on its Affiliated Clubs, and the Affiliated Clubs in turn impose it on their individual members).

#### 3.2 In addition, TA and MAs must:

- (a) appoint a Member Protection Information Officer to fulfil the functions set out in this Policy, and to publish and display the names and contact details of such persons to their members; and
- (b) establish a Tribunal in accordance with Part V of this Policy.

#### 3.3 Affiliated Organisations, Regional Associations and Affiliated Clubs do not have to establish procedures for dealing with Complaints and Tribunal Hearings pursuant to this Policy. However, if they wish to do so, those procedures for dealing with Complaints and Tribunal Hearings must comply with the requirements outlined in this Policy.

### 4. Definitions

#### 4.1 The terms below have the following meanings in this Policy:

**Abuse** is defined as in clause 8.9.

**Affiliated Clubs** means those tennis clubs, which are a member of, or affiliated to, a Regional Association and/or a Member Association.

**Affiliated Organisations** means those organisations (other than Member Associations, Regional Associations and Affiliated Clubs) which are affiliated with Tennis Australia or an MA from time to time in accordance with the TA or MA constitution (as the case may be).

**Australian Tennis Organisation (ATO)** includes Member Associations, Affiliated Organisations, Regional Associations and Affiliated Clubs.

**Child/ren** are any individuals under 18 years of age.

**Child Abuse** is as defined in clause 8.11.

**Complaint** is as defined in clause 10.1.

**Complainant** is the person or entity that makes a Complaint under this Policy.

**Existing Appointee** means a person currently elected, appointed or holding a position in any ATO whether by way of employment, contract or otherwise and whether paid or unpaid.

**Harassment** is as defined in clause 8.2.

**Member Association/s (MA or MAs)** means members of Tennis Australia in accordance with its constitution.

**Member Protection Information Officer** means a person appointed in accordance with clause 3.2, to act as the first point of contact for any enquiries, concerns or complaints associated with harassment, abuse and other alleged breaches of this Policy.

**National Police Check** involves a search of the National Names Index for disclosable court outcomes across police records in all Australian states and territories. The search does not include spent convictions, unless a statutory obligation exists to disclose information based on the candidate's role.

**Nominated Official** is as defined in accordance with clause 10.14.

**Officials** includes referees, court supervisors, chair umpires, lines people and other related tournament officials referees involved in the regulation of the game of tennis appointed by an ATO and/or any person who holds a TA officials membership.

**Preferred Appointee** means a person short listed for a position in any ATO whether by way of employment, contract or otherwise and whether paid or unpaid.

**Regional Associations** means those regional or metropolitan tennis associations which are members of, or affiliated to, a Member Association.

**Respondent** is the person or entity against whom a Complaint is made.

**Sexual Offence** means any offence involving sexual activity or acts of indecency including but not limited to:

- (a) Rape;
- (b) Indecent assault;
- (c) Sexual assault;
- (d) Assault with intent to have sexual intercourse;
- (e) Incest;
- (f) Sexual penetration of a child under the age of 16;

- (g) Indecent act with a child under the age of 16;
- (h) Sexual relationship with a child under the age of 16;
- (i) Sexual offences against people with impaired mental or physical functioning;
- (j) Abduction and detention;
- (k) Procuring sexual penetration by threats or fraud;
- (l) Procuring sexual penetration of a child under the age of 16;
- (m) Bestiality;
- (n) Soliciting acts of sexual penetration or indecent acts;
- (o) Promoting or engaging in acts of child prostitution;
- (p) Obtaining benefits from child prostitution;
- (q) Possession of child pornography; and
- (r) Publishing child pornography or indecent articles.

**Sexual Harassment** is as defined in clauses 8.6 and 8.7.

**Tennis Australia (TA)** means Tennis Australia Limited (ABN 61 006 281 125).

**Unlawful Discrimination** is as defined in clause 8.14.

**Vilification** is as defined in clause 8.19.

**Working With Children Check** is an ongoing assessment by the relevant government agency of a person's eligibility to work with children, examining relevant sexual offences and serious physical and serious drug offences in a person's national criminal history and, where appropriate, their professional history.

## PART II – SCREENING OF APPOINTEES

### 5. Screening of Appointees

- 5.1 TA recognises that robust screening processes are critical to reduce the risk of, and prevent, child abuse and other forms of improper conduct towards children and others.
- 5.2 For the purposes of this Policy, screening includes:
- (a) *Checking referees* – making verbal or written enquiries with the person’s nominated referees (at least two) as to the person’s suitability for the role and their suitability for involvement with children;
  - (b) *Interviewing the person* – questioning the person as to their suitability for the role and their suitability for involvement with children;
  - (c) *A Working with Children Check* – confirming the person’s suitability for the role and their suitability for involvement with children;
  - (d) *Member Protection Declarations* – providing a person with the opportunity to make disclosures; and
  - (e) *For TA and MAs only: A National Police Check* – confirming whether the person has any previous criminal convictions.
- 5.3 Screening under this Policy is not a replacement for any other procedure required by law (see ATTACHMENT A - State and Territory Legislation Overview - Working With Children).
- 5.4 Screening is mandatory by ATOs for Preferred Appointees and Existing Appointees in the following types of roles:
- (a) persons who are elected or appointed to boards of directors, executives and/or committees (including subcommittees) and office bearers such as presidents, vice-presidents, treasurers, secretaries and selectors of ATOs that have junior users, players and/or members;
  - (b) persons who are appointed or seeking appointment (whether employed, contracted or otherwise) to a role in which they will have unsupervised contact with children, whether it be as coaches, team managers, tournament directors, officials and umpires (paid or volunteers) or otherwise; and
  - (c) persons appointed or seeking appointment to a role in which they are likely to have unsupervised contact with children.
- 5.5 It is highly recommended, though not mandatory, that ATOs also undertake some or all elements of the screening process outlined in clause 5.2 for all Preferred Appointees and Existing Appointees. This is especially the case where the Preferred Appointee or Existing Appointee is or will perform a role that it is likely to involve contact with children but where such contact is supervised at all times by another adult.

5.6 If, as part of the screening process, it is revealed that a Preferred Appointee or an Existing Appointee has been found guilty of any criminal offence the following applies:

- (a) The relevant ATO should consider:
  - (i) the nature, circumstances and seriousness of the conviction or offence;
  - (ii) when the conviction or offence occurred and the length of time since the conviction or offence occurred;
  - (iii) the age of the person when the offence occurred;
  - (iv) whether there is a pattern of behaviour; and
  - (v) the attitude of the person to the previous offending.
- (b) If the criminal offence involved violent conduct, abuse or an assault against a child, or a Sexual Offence then:
  - (i) *in the case of a Preferred Appointee*: the person must not be appointed.
  - (ii) *in the case of an Existing Appointee*: the appointment of the person should be terminated.

Note that before any action is taken pursuant to this clause 5.6(b), the relevant ATO should obtain independent legal advice to consider whether the proposed course of action is lawful. Also note that Section 6 provides further guidance on procedural steps to follow if a criminal offence is revealed through the MPD.

- (c) If the offence relates to a matter other than the offences identified in clause 5.6(b) then the relevant ATO should consider whether, based on the factors outlined in clause 5.6(a), the conviction or offence impacts on the person's ability to perform the inherent functions of their role and/or the appropriateness of the person having unsupervised contact with children. Depending on the outcome of that analysis the relevant ATO should either:
  - (i) *in the case of a Preferred Appointee*:
    - A. appoint the person or appoint the person pending further investigations;
    - B. appoint the person subject to certain conditions; or
    - C. not appoint the person.
  - (ii) *in the case of an Existing Appointee*:
    - A. allow the person to continue in their current role;
    - B. modify the person's duties, or impose conditions on how the person is to fulfil their duties, so that the person does not have any unsupervised contact with children; or



- C. terminate the person's appointment.

Note that before any action is taken pursuant to this clause 5.6(c), the relevant ATO should obtain independent legal advice to consider whether the proposed course of action is lawful.

- 5.7 All Existing Appointees and Preferred Appointees for roles of the type set out in clause 5.4 must agree to undertake the screening processes outlined within Part II. The screening should be completed prior to the appointment of a Preferred Appointee and immediately for Existing Appointees. Evidence of the screening (in the form of original and other supporting documentation) must be provided to, and stored by, the ATO. In addition, National Police Checks and Working With Children Checks, must be repeated every three years (or for Working With Children Checks, any other period as mandated under State law).

- 5.8 If a Preferred Appointee or Existing Appointee is not willing to agree to the Screening, the ATO:

- (a) *in the case of a Preferred Appointee:* shall not appoint that person to the role concerned;
- (b) *in the case of an Existing Appointee:* shall take steps to transfer the person to another role which does not fall within the categories set out in clause 5.4. If no appropriate alternative role exists, the appointment of the person should be terminated.

Note that before any action is taken pursuant to this clause 5.8, the relevant ATO should obtain independent legal advice to consider whether the proposed course of action is lawful.

- 5.9 If any successful Preferred Appointee or Existing Appointee is charged with or convicted of any criminal offence subsequent to their initial National Police Check, they are required to provide immediate, written notification of this to the Member Protection Information Officer (or, in their absence, their nominee) of the ATO that appointed them. The relevant ATO should follow the procedures outlined in clause 5.6 to determine whether any action should be taken as a result of the subsequent disclosure by the Preferred Appointee or Existing Appointee (as the case may be).

## 6. Member Protection Declaration

- 6.1 A Member Protection Declaration (**MPD**) is part of tennis' risk mitigation strategies and a mechanism designed to minimise the chances of inappropriate behaviour occurring. An MPD provides persons with the opportunity to make disclosures concerning criminal convictions, criminal proceedings, disciplinary proceedings and involvement in other behaviours or activities that pose or could pose a risk to working with children (ATTACHMENT B - Member Protection Declaration).

- 6.2 If, through an MPD, the person discloses a matter that the relevant ATO considers may impact the person's ability to perform the inherent requirements of their role, and/or the appropriateness of them having unsupervised contact with children, then the relevant ATO should provide an opportunity for the person to respond/provide an explanation for the disclosure.

- 6.3 The relevant ATO should consider:

- (a) the nature, circumstances and seriousness of the disclosure;
- (b) when the matters outlined in the disclosure occurred and the length of time since the matters outlined in the disclosure;

- (c) the age of the person when the matters outlined in the disclosure occurred; and
- (d) the attitude of the person to the matters outlined in the disclosure.

6.4 Based on the factors outlined in clause 6.3, the relevant ATO must determine whether the disclosure impacts on the person's ability to perform the inherent requirements of their role, and/or whether the disclosure is such that it would be inappropriate for the person to have unsupervised contact with children. Depending on the outcome of that analysis the relevant ATO should either:

- (a) *in the case of a Preferred Appointee:*
  - (i) appoint the person or appoint the person pending further investigations;
  - (ii) appoint the person subject to certain conditions; or
  - (iii) not appoint the person.
- (b) *in the case of an Existing Appointee:*
  - (i) let the person continue in their current role;
  - (ii) modify the person's duties or impose conditions on how the person is to fulfil the duties of their role so that they do not have any unsupervised contact with children; or
  - (iii) terminate the person's appointment.

Note that before any action is taken pursuant to this clause 6.4, the relevant ATO should obtain independent legal advice to consider whether the proposed course of action is lawful.

## 7. Screening and Privacy Law

- 7.1 All information obtained during screening, including the National Police Check, must be kept strictly confidential in accordance with the *Privacy Act 1988*, Australian Privacy Principles and the Tennis Privacy Policy (which can be found at <https://www.tennis.com.au/about-tennis-australia/reports-and-policies/policies>).
- 7.2 Access to information collected during the course of screening should be limited to the advisers and the persons within an ATO who have been delegated the task of screening or making the appointment. All such information must be destroyed or de-identified after a period of seven years post the ceasing of an appointees' engagement with the ATO or one year post application that did not result in an appointment, unless that person agrees to that information or a part of it being retained by the ATO.

## PART III – OFFENCES

### 8. Offences under this Policy

- 8.1 Harassment, Abuse, Child Abuse, Unlawful Discrimination, Victimisation and Vilification are unlawful and prohibited and they also constitute a breach of this Policy. This Part III outlines in more detail the types of behaviours that are a breach of this Policy.

#### Harassment

- 8.2 **Harassment** is any unwelcome or unsolicited behaviour, which is intimidating, humiliating, offensive, belittling or threatening to a person. It can be expressed or implied, physical, verbal or non-verbal (i.e. visual). It can be a single incident or repeated behaviour.
- 8.3 Whether or not the behaviour is Harassment is determined from the point of view of the person receiving the behaviour, assessed objectively. That is, it must be behaviour that a reasonable person in possession of the same information would think the course of conduct amounted to harassment. It does not matter whether or not the person harassing intended to offend or not.
- 8.4 For clarity, harassment can be, but is not limited to, any one or more of the following:
- (i) offensive physical contact;
  - (ii) intimidating acts;
  - (iii) asking intrusive questions about someone's personal life;
  - (iv) comments that put down or stereotype people;
  - (v) electronic messages or other types of communication which are threatening, abusive or offensive;
  - (vi) derogatory, crude or demeaning jokes; and
  - (vii) name calling or physical threats.
- 8.5 For the avoidance of doubt, Harassment also includes Sexual Harrassment.

#### Sexual Harassment

- 8.6 **Sexual Harassment** consists of:
- (a) any unwelcome sexual advances;
  - (b) any unwelcome requests for sexual favours; and
  - (c) unwelcome conduct of a sexual nature (including oral or written statements of a sexual nature).

8.7 Examples of Sexual Harassment may include:

- (a) Uninvited touching, kissing, embracing, massaging;
- (b) Staring, leering, ogling;
- (c) Smutty jokes and comments;
- (d) Persistent or intrusive questions about people's private lives;
- (e) Repeated invitations to go out, especially after prior refusal;
- (f) Unwanted sexual propositions;
- (g) The use of promises or threats to coerce someone into sexual activity;
- (h) The display of sexually explicit material e.g. internet use, computer screen savers, calendars, posters;
- (i) Getting undressed in front of others of the opposite sex;
- (j) Invading the privacy of persons while showering or toileting;
- (k) Photographing others while undressing, showering or toileting;
- (l) The use of sexually offensive written or electronic communication; and
- (m) Sexual insults and name-calling.

8.8 Sexual Harassment may be a criminal offence, for example indecent assault, rape, sex with a minor, photography including "upskirting", obscene telephone calls, texts or letters. If you suspect that a criminal offence may have been committed you should immediately notify the police.

## Abuse

8.9 **Abuse** includes:

- (a) Physical abuse – abuse which occurs when any person subjects another person to non-accidental physically aggressive acts or contact. The abuser may inflict an injury intentionally, or inadvertently as a result of physical punishment or aggressive treatment. Physically abusive behaviour includes (but is not limited to) shoving, hitting, slapping, shaking, throwing, punching, biting, burning, kicking; or training that exceeds the persons development or maturity;
- (b) Sexual abuse – abuse which occurs when a person involves another person in any unwanted sexual activity. It includes both contact and non-contact behaviour, and when a person is encouraged or forced to watch or engage in a sexual activity, or any other inappropriate conduct of a sexual nature. Examples include sexual intercourse, masturbation, kissing or fondling, oral sex, making sexual comments, engaging a person in sexual conversations in-person or via social media, voyeurism (i.e. observing a person in an

action that is considered to be of a private nature, such as undressing in a change room), nudity (i.e. an abuser exposing themselves or another person) touching a person's genitals or breasts, encouraging a person to view pornography including child pornography or other inappropriate touching or conversations; and exploiting a person through prostitution;

- (c) Emotional abuse or Psychological abuse – abuse which occurs when a person threatens another person. Often there is a pattern of emotional or psychological abuse, however a single incident could also occur. Such abuse may involve humiliating, terrorising, name-calling, belittlement, inappropriate symbolic acts, taunting, sarcasm, yelling, negative criticism, placing unrealistic expectations on a person or continual coldness from any person, to an extent that results in significant damage to the person's physical, intellectual or emotional wellbeing and development;
- (d) Neglect – abuse involving the persistent failure or deliberate denial to provide a person with the basic necessities of life, for example failing to give adequate food, clean water, adequate supervision, medical attention, shelter, clothing or to protect a child from danger or foreseeable risk of harm or injury;
- (e) Abuse of Power – an abuse of power the harasser holds over the harassed. For example relationships that involve a power disparity such as a coach-player, adult-child, manager-player, employer-employee, doctor-patient have the potential for abuse of that power. People in such positions of power need to be particularly wary not to exploit that power, particularly around children;
- (f) Grooming – a term used to describe what happens when a perpetrator builds a relationship with a vulnerable person with a view to abuse them at some stage. Grooming does not necessarily involve any sexual activity or even discussion of sexual activity – for example, it may only involve establishing a relationship with the child, parent or carer (e.g. giving special attention, providing favours, and giving gifts) for the purpose of facilitating sexual activity at a later time; and
- (g) Family and Domestic violence – violence between members of a family or extended family, or those fulfilling the role of family in a person's life. It occurs when a person is forced to live with violence between people in or beyond their place of residence. It can include witnessing violence or the consequences of violence. Exposure to family and domestic violence places people, in particular, children at increased risk of physical injury and harm and has a significant impact on their wellbeing and development.

#### 8.10 Examples of Abuse include:

- (a) Bullying and humiliation of players by coaches;
- (b) Insults directed by players or parents at opposing participants;
- (c) Aggressive and intimidating comments by Officials to players, coaches or parents;
- (d) Excessive physical intimidation of other players in competition; and
- (e) Practical jokes which cause embarrassment or which endanger the safety of others.

Some forms of abuse may also constitute a criminal offence, for example, assault. If you suspect that a criminal offence may have been committed you should immediately notify the police.

### Child Abuse

- 8.11 **Child Abuse** means any Abuse where the offending conduct is against a child, and includes, but is not limited to:
- (a) Physical abuse – abuse by hurting a child or a child’s development (e.g. hitting, shaking or other physical harm; giving a child alcohol or drugs; or training that exceeds the child’s development or maturity);
  - (b) Sexual abuse – abuse by adults or other children where a child is encouraged or forced to watch or engage in sexual activity or where a child is subject to any other inappropriate conduct of a sexual nature (e.g. sexual intercourse, masturbation, oral sex, pornography including child pornography or inappropriate touching or conversations);
  - (c) Emotional abuse – abuse by ill-treating a child (e.g. humiliation, taunting, sarcasm, yelling, negative criticism, name calling, ignoring or placing unrealistic expectations on a child);
  - (d) Neglect – abuse that arises in failing to provide basic needs (e.g. food, water, shelter, clothing, or to protect a child from danger or foreseeable risk of harm or injury);
  - (e) Grooming – a term used to describe what happens when a perpetrator builds a relationship with a child with a view to abuse them at some stage. Grooming does not necessarily involve any sexual activity or even discussion of sexual activity – for example, it may only involve establishing a relationship with the child, parent or carer (e.g. giving special attention, providing favours, and giving gifts) for the purpose of facilitating sexual activity at a later time; and
  - (f) Family and Domestic violence – violence involving a child which is between members of a family or extended family, or those fulfilling the role of family in a child’s life. It occurs when a child is forced to live with violence between people in or beyond their place of residence. It can include witnessing violence or the consequences of violence. Exposure to family and domestic violence places children at increased risk of physical injury and harm and has a significant impact on their wellbeing and development.
- 8.12 If you suspect or have been provided with information that indicates Child Abuse has/may have or is likely to occur, then it is a mandatory requirement to notify the police and/or the relevant state/territory government agency (See ATTACHMENT C - Information for Reporting Allegations of Child Abuse & ATTACHMENT D - State/Territory government agency contact details to report alleged Child Abuse).
- 8.13 Where an allegation of Child Abuse has been provided, the MPIO and anyone bound by this policy must immediately report any incident to the police and/or relevant state/territory government agency (See ATTACHMENT C - Information for Reporting Allegations of Child Abuse & ATTACHMENT D - State/Territory government agency contact details to report alleged Child Abuse).

## Unlawful Discrimination

- 8.14 **Unlawful Discrimination** is defined as treating someone or a group less favourably than another person or group because of a particular protected personal characteristic. Requesting, assisting, instructing, inducing or encouraging another person to engage in Unlawful Discrimination is also considered Unlawful Discrimination.
- 8.15 The protected characteristics are:
- (a) Sex;
  - (b) Race or ethnic background;
  - (c) Age;
  - (d) Disability;
  - (e) Pregnancy and breastfeeding;
  - (f) Gender identity;
  - (g) Marital status;
  - (h) Religion;
  - (i) Sexual orientation;
  - (j) Parental status or status as a carer;
  - (k) National extraction or social origin; and
  - (l) Industrial, political or trade union activity,
- (collectively, **Protected Characteristics**)
- 8.16 Unlawful Discrimination may be either direct or indirect. Direct discrimination occurs when a person treats or proposes to treat someone less favourably because of a Protected Characteristic.
- 8.17 Indirect discrimination occurs where a person imposes, or proposes to impose, an unreasonable requirement, condition or practice that has, or is likely to have, the effect of disadvantaging people with a Protected Characteristic.
- 8.18 Note that under Federal and State legislation, certain forms of discrimination may be lawful. Examples include:
- (a) discrimination in relation to age where competitions have been formed to ensure fair play exists between opponents, for example, senior tennis players are not permitted to participate in junior tennis competitions; and
  - (b) discrimination in relation to sex, for example, ensuring female tennis players receive female chaperones;

ATOs are strongly advised to obtain their own independent legal advice in relation to any action which the ATOs consider to be lawful discrimination.

### **Vilification**

- 8.19 Vilification involves a person inciting hatred towards, serious contempt for, or severe ridicule of, a person or group of persons by a public act, including any form of communication to the public and any conduct observable by the public based on a Personal Characteristic. Vilification is an offence under this Policy.
- 8.20 Some forms of Vilification may constitute a criminal offence, for example where harm is threatened. If you suspect that a criminal offence may have been committed you should notify the police and/or seek legal advice.

### **Victimisation**

- 8.21 Victimisation occurs when one person subjects, or threatens to subject, another person to some form of detriment or harm because that person has asserted a right (for example, that person has exercised their right to lodge a harassment complaint, or supported someone else's complaint of a similar nature).
- 8.22 TA will take all necessary steps to ensure that people involved in a complaint are not victimised for coming forward or providing assistance. Individuals have the option to report a complaint of victimisation to TAs whistle-blower service confidentially (see TAs Whistle-blower Policy). Conduct which amounts to victimisation is a breach of this Policy and will not be tolerated. There are Federal laws which may protect a person from being victimised for making a complaint.

### **Discrimination, Harassment and Abuse on the basis of pregnancy**

- 8.23 TA is committed to providing a safe and inclusive sporting environment for pregnant women involved in tennis. Unreasonable barriers preventing or disadvantaging pregnant women from participating in tennis should be removed.
- 8.24 TA will not tolerate Unlawful Discrimination, Harassment and/or Abuse against pregnant women, and such conduct amounts to a breach of this Policy .
- 8.25 TA will endeavor to take all reasonably practicable steps to ensure the safety, health and well-being of pregnant women and their unborn children. This includes, but is not limited to, providing advice to pregnant women of the risks involved in participating in tennis and encouraging them to obtain medical advice.
- 8.26 Women who are pregnant will never be required to undertake a pregnancy test prior to participation in any tennis related activity.



### **Discrimination, Harassment and Abuse on the basis of gender identity**

- 8.27 Gender identity is how individuals perceive themselves irrespective of the sex they were assigned at birth. TA acknowledges that gender identity is fluid and is not determined by an individual's appearance, mannerisms or other gender-related characteristics.
- 8.28 TA will not tolerate Unlawful Discrimination, Harassment or Abuse against someone because of their gender identity. This includes discrimination or harassment of a person who is transgender or gender averse, or who is assumed to be transgender or gender averse, or has an association with someone who has or is assumed to be transgender or gender averse. This clause also applies when a person is undergoing gender transition/affirmation, or sex reassignment therapy.
- 8.29 TA is committed to facilitating participation in tennis on the basis of the gender with which the person identifies, in accordance with the conditions described in the International Tennis Federations (ITF) Transgender Policy. TA will endeavour to take all reasonably practicable steps to provide facilities and support where necessary.
- 8.30 For the avoidance of doubt, this policy should be read in conjunction with TAs Anti-Doping Policy, which specifies the tennis participation requirements around therapeutic drug use for those undergoing or maintaining sex reassignment therapy.

## **9. Social Media**

- 9.1 The TA Social Media Policy governs the use of social media by Personnel. A breach of the Social Media Policy may also constitute a breach of this Policy.

## PART IV – COMPLAINT HANDLING PROCEDURE

### 10. Complaints

- 10.1 If any person considers that this Policy has been breached, they may make a complaint (**Complaint**).
- 10.2 TA aims to resolve all Complaints in a fair, timely and effective manner. However, given their complexity, the process and timelines involved in resolving a Complaint may vary from time to time. A summary of the Complaint handling process is depicted in the diagram set out in ATTACHMENT E – Complaint handling flowchart. All persons reading this Policy are encouraged to review ATTACHMENT E – Complaint handling flowchart to gain an overarching understanding of the Complaint handling process set out in this Policy.
- 10.3 A Complaint must be made to:
- (a) an MPIO of an ATO;
  - (b) the President, or in their absence the nominee, of the relevant ATO;
  - (c) a TA Integrity Officer; or
  - (d) TA's Whistle-Blower Service - Stopline. Stopline can be contacted via their website <http://stopline.com.au/whistleblowing-program/> or via their hotline 1800 11 72 33,
- (in each case, a **Complaint Recipient**).
- 10.4 Following receipt of the Complaint, the Complaint Recipient must register the Complaint with the TA Integrity and Compliance Unit (**TAICU**) through TA's online Complaint Management System (**CMS**) which can be found at: <https://integrity.tennis.com.au/ICCMS/complaint.aspx>
- 10.5 A Complaint must be reported within 14 days of the alleged breach. However, the TAICU may extend or waive this requirement where it is of the reasonable belief that the circumstances warrant such action. Accordingly, all Complaint Recipients must lodge any Complaint received in the CMS regardless of when the alleged conduct of the Complaint occurred.
- 10.6 Notwithstanding the procedures outlined in this Policy:
- (a) *For a Complaint which involves an allegation of Child Abuse:* the TAICU must report the matter to the relevant law enforcement agency/agencies; and
  - (b) *For a Complaint which involves any other allegation:* the TAICU may refer the Complaint to the relevant law enforcement agency/agencies at the TAICU's ultimate discretion.
- 10.7 The Complaint handling procedure outlined in this Policy may be suspended whilst a criminal investigation is undertaken.

#### Categorising a Complaint

- 10.8 The Complaint must be assessed and categorised by a member of the TAICU (**Assessor**).

- 10.9 The Assessor must base their categorisation on the information provided in the Complaint. The Assessor may also, at their absolute discretion, undertake further fact finding with the Complainant if they consider such fact finding necessary to categorise the Complaint.
- 10.10 This further fact finding may involve written correspondence with the Complainant or further conversation/s with the Complainant via any medium the Assessor considers appropriate.
- 10.11 In categorising the Complaint, the Assessor will be guided by one or more of the following non-exhaustive list of factors:
- (a) the nature of the alleged breach of this Policy;
  - (b) the impact, damage or harm caused by the alleged breach of this Policy on the victim or Complainant, TA, an ATO and/or the sport of tennis generally;
  - (c) the alleged intent of the Respondent;
  - (d) the need for a penalty to be imposed if it were found that the alleged conduct occurred;
  - (e) the appropriate level of penalty proportionate to this type of alleged conduct;
  - (f) the need for general and specific deterrence from this type of alleged conduct;
  - (g) the potential for the Complaint to escalate;
  - (h) the public interest in the Complaint and/or the alleged conduct;
  - (i) the complexity of the circumstances surrounding the Complaint; and
  - (j) parity and consistency of approach to dealing with Complaints generally.
- 10.12 The Assessor must categorise the Complaint into one of the following categories:
- (a) Vexatious, Baseless or Trivial (see definition in section 11);
  - (b) Category A (see definition in section 12);
  - (c) Category B (see definition in section 13); or
- 10.13 In the event that the conduct which is the subject of the Complaint consists of a number of alleged breaches of this Policy, and some of the alleged breaches (in the Assessor's opinion) involve different classifications, the Assessor may elect to either:
- (a) deal with each alleged breach separately; or
  - (b) consolidate the alleged breaches into one matter and categorise the conduct as whole.

### Management of the Complaint

- 10.14 Following categorisation, the Assessor may consult with the relevant ATO, and must then decide whether to continue managing the Complaint or refer the management of the Complaint to a specified personnel of the relevant ATO (**Nominated Official**).
- 10.15 In determining whether to refer the Complaint to the ATO, the Assessor will consider:
- (a) whether the relevant ATO has the resources and established processes to deal with the Complaint in accordance with this Policy; and
  - (b) the appropriateness of the relevant ATO managing the Complaint.
- 10.16 For the avoidance of doubt, if the Assessor decides to continue managing the Complaint and does not refer the matter to an ATO, the Assessor will be considered the Nominated Official for the purposes of this Policy.
- 10.17 The Nominated Official must ensure the Complaint is dealt with in accordance with the procedures set out in this Policy.

## **11. Vexatious, Baseless or Trivial Complaints**

- 11.1 For the purposes of this Policy, a:
- (a) *Vexatious Complaint* is a complaint which the Assessor considers is being made for an improper purpose or with the intention of causing inconvenience, frustration, harm, harassment or expense to another;
  - (b) *Baseless Complaint* is a complaint which the Assessor considers is without merit and/or lacking in sufficient grounds or evidence to be substantiated; and
  - (c) *Trivial Complaint* is a complaint which in the Assessor's opinion holds little weight, consequence or importance.
- 11.2 If the Assessor categorises the Complaint as Vexatious, Baseless or Trivial, the Nominated Official must notify the Complainant of this classification in writing within seven days of the categorisation.
- 11.3 The Complaint will then be closed.
- 11.4 There is no right of appeal from a determination by the Assessor that the Complaint is Vexatious, Baseless or Trivial.

### Truthful information and general cooperation

- 11.5 Any Personnel who:
- (a) in making a Complaint, or during any other part of the Complaint handling process, provides information or acts in a manner which is in any respect false or misleading or likely to mislead; or

(b) falsely and deliberately accuses a person of breaching this Policy,

may be in breach of this Policy and liable to a sanction as determined under this Policy.

11.6 Note that anyone who is deemed to have made multiple Vexatious, Baseless or Trivial Complaints will be considered to have breached this Policy by engaging in conduct which amounts to Abuse. In such circumstances, the person making the Complaints may be deemed to be a Respondent and subject to the disciplinary processes and procedures outlined in this Policy.

## 12. Complaint – Category A

12.1 For the purposes of this Policy, a Category A Complaint is a complaint which the Assessor considers to be serious based on its assessment of the list of factors set out in clause 10.11.

12.2 If the Assessor categorises the Complaint as Category A, the Nominated Official must notify the Complainant of this classification in writing within seven days of the categorisation.

12.3 The Nominated Official must then conduct an investigation into the Complaint.

12.4 The investigation process conducted by the Nominated Official must include the following steps:

- (a) Collecting witness statements from any other parties that the Nominated Official deems necessary;
- (b) Conducting interviews;
- (c) Collecting any other information, which may include video footage, photos, recordings etc. that the Nominated Official deems necessary; and
- (d) Requesting a written response from the Respondent to the Complaint.

12.5 At the commencement of an investigation, the Nominated Official must notify the Respondent in writing of the following:

- (a) Possible sanctions which may be imposed by the Nominated Official or Tribunal;
- (b) Request the Respondent provide a statement to the alleged breach/es within seven days, or such period determined by the Nominated Official; and
- (c) that the Nominated Official has sought a provisional suspension from the Tribunal Chairperson (if applicable), and that the Respondent has 48 hours to make a written submission to the Tribunal Chairperson prior to the Tribunal Chairperson making their determination on the provisional suspension,

**(Notice of Alleged Category A Breach/es).**

12.6 If the Respondent is a child or under the care of a recognised carer, the Notice of Alleged Category A Breach/es should also be given to that child's parent, guardian or carer.

- 12.7 The Nominated Official has ultimate discretion to determine whether to extend the time by which a Respondent may respond to a Notice of Alleged Category A Breach/es.

### **Cooperation with investigations**

- 12.8 All Personnel must assist and cooperate with the Nominated Official in relation to any investigation into a Category A Complaint, including:
- (a) attending an interview, or interviews, with the Nominated Official as requested;
  - (b) fully and truthfully answering any questions asked by the Nominated Official during an investigation;
  - (c) giving information; and
  - (d) producing documents or things in their possession that is reasonably requested by the Nominated Official.
- 12.9 Notwithstanding clause 12.8, Personnel interviewed as a suspect in a criminal investigation, charged or arrested by a law enforcement agency in respect of a criminal offence shall not be required to give any information, give any evidence or make any statement to the Nominated Official pursuant to clause 12.8 if the Personnel can establish that to do so would breach any privilege against self-incrimination, or legal professional privilege. This clause does not limit any other rules or obligations on Personnel in this Policy or other TA policies.

### **Provisional Suspensions**

- 12.10 For Category A Complaints, if the Nominated Official considers that the Respondent presents a risk to the safety and welfare of the Complainant or others, or may cause harm to the reputation of the ATO or the sport of tennis generally, the Nominated Official may refer the Complaint to a Tribunal Chairperson who may decide to provisionally suspend the Respondent.
- 12.11 Provisional suspension may cover the following:
- (a) suspension from any role or duty the Respondent holds within an ATO; and/or
  - (b) a ban from any event or activity held by or sanctioned by any ATO; and/or
  - (c) the imposition of a requirement on the Respondent not to contact or in any way associate with the Complainant or other person to whom the Complaint relates until the determination of the Complaint.
- 12.12 The Respondent is entitled to make written submissions to the Tribunal Chairperson within the timeframe set out in the Notice of Alleged Category A Breach before a decision is made under clause 12.10 with respect to any provisional suspension being sought. If the Respondent does not provide written submissions within the timeframe set out in the Notice of Alleged Category A Breach, the Tribunal Chairperson may make a decision on the provisional suspension without any submissions from the Respondent.
- 12.13 If the Tribunal Chairperson imposes a provisional suspension, then the Nominated Official must provide written notification to the Respondent of the decision (including date of commencement of

the provisional suspension and that the provisional suspension shall continue until the matter is finalised by a Tribunal).

- 12.14 The Nominated Official may choose to advise the Chief Executive Officer and President of TA, the Chief Executive Officer and President of the relevant MA and any other ATO affected by the provisional suspension for the purposes of ensuring these organisations recognise and enforce the provisional suspension imposed. The Nominated Official may also notify any other parties affected by the decision if the Nominated Official considers it appropriate to do so in the circumstances.
- 12.15 There is no right of appeal against a decision in relation to whether to impose a provisional suspension against a Respondent.

### **Referral to a Tribunal**

- 12.16 Following the investigation, the Complaint must be referred to a Tribunal pursuant to Part V of this Policy.
- 12.17 The Complainant and Respondent and any other witnesses must be advised as soon as possible as to the date, time and location of the Tribunal hearing, and the likely composition of the Tribunal.

## **13. Complaint – Category B**

- 13.1 For the purposes of this Policy, a Category B Complaint is any complaint which the Assessor has not classified as either a Category A Complaint or a Vexatious, Baseless or Trivial Complaint.
- 13.2 If the Assessor categorises the Complaint as Category B, the Nominated Official must notify the Complainant of this classification in writing within seven days of the categorisation.
- 13.3 The Nominated Official must then conduct an investigation into the Complaint.
- 13.4 The investigation process conducted by the Nominated Official may or may not include any one or more of the following steps:
- (a) Collecting witness statements;
  - (b) Conducting interviews;
  - (c) Collecting any other information, which may include video footage, photos, recordings etc. that the Nominated Official deems necessary; and/or
  - (d) Requesting a written response from the Respondent and any other parties involved in the Complaint.
- 13.5 At the commencement of an investigation, the Nominated Official must notify the Respondent in writing that:
- (a) This Policy applies to the Complaint as well as indicating details of the alleged breach/es (a copy of this Policy should be provided); and

- (b) The Respondent may provide a statement responding to the alleged breach/es within seven days, or such other period determined by the Nominated Official.

**(Notice of Alleged Category B Breach/es).**

- 13.6 If the Respondent is a child or is in the care of a recognised carer, the Notice of Category B Alleged Breach/es should also be sent to the child's parent, guardian or carer.
- 13.7 The Respondent must provide their response within the timeframe stipulated in the Notice of Alleged Category B Breach. The Nominated Official has absolute discretion to determine whether to extend the time by which a Respondent may respond to a Notice of Alleged Category B Breach.
- 13.8 Following the investigation of a Complaint categorised as Category B, the Nominated Official may:
  - (a) Refer the matter to mediation; or
  - (b) Make a decision in relation to the Complaint.

**Mediation**

- 13.9 Mediation is an alternative dispute resolution procedure that gives the parties more control over the outcome of the Complaint. Mediation requires the parties to agree to the outcome of the Complaint as no third party can impose a solution or decision on the parties.
- 13.10 If at mediation the Complainant and Respondent do not agree on the result or outcome of the Complaint, the Complaint will remain unresolved and will continue to be dealt with in accordance with the remaining sections of this Policy.
- 13.11 By virtue of its nature, all parties to the Complaint must agree to participate in a mediation. The Nominated Official should seek approval from the Complainant to attend a mediation prior to canvassing the idea of a mediation with the Respondent. In the usual course, once the Complainant has agreed to mediation, the Nominated Official will contact the Respondent to seek their consent to participate in a mediation. If both parties agree to the mediation, the Nominated Official should assist the parties to coordinate the logistics of the mediation.
- 13.12 The mediation should be conducted by an independent third party. Whilst mediation will generally be undertaken by an organisation outside of TA, in certain circumstances (and with the consent of the Complainant and Respondent), the mediation may be conducted by TA or an ATO. A list of approved mediation providers is attached at ATTACHMENT F - State/Territory Mediation service providers. The Nominated Official will provide recommendations for a suitable mediator or the relevant state/territory mediation service.
- 13.13 Mediation should occur within two months of the parties agreeing to mediate. Once mediation is completed, the parties must notify the Nominated Official in writing of whether the Complaint was resolved. The parties are not required to disclose the details of the resolution of the Complaint to the Nominated Official.
- 13.14 If the Complainant and Respondent resolve the Complaint at the mediation, the Complaint will be considered finalised and closed and no further action will be taken in relation to the Complaint.
- 13.15 However, if:



- (a) the Complaint is not resolved at mediation;
- (b) one of the parties refuses to attend the mediation;
- (c) the mediation has not occurred within the timeframe set out in clause 13.13; or
- (d) the Nominated Official does not believe that mediation is appropriate,

the Complaint will be referred back to the Nominated Official to make a decision in relation to the Complaint.

### **Decision by the Nominated Official**

- 13.16 The Nominated Official must make a decision on the balance of probabilities (i.e. more probable than not) as to whether the Respondent committed the alleged breach/es.
- 13.17 If the Nominated Official considers that the Respondent has breached this Policy (**Category B Breach**), the Nominated Official must then also determine the sanction to be imposed on the Respondent under this Policy.
- 13.18 The Nominated Official may impose any one or more of the following sanctions on the Respondent for a Category B Breach:
- (a) A formal warning;
  - (b) A censure;
  - (c) A written apology from the Respondent to the Complainant or any other specified persons or entities as deemed appropriate by the Nominated Official. The Nominated Official may also impose a suspended sanction/s on the Respondent which would remain suspended conditional on the Respondent apologising as directed pursuant to this subclause;
  - (d) Suspension of the Respondent from ATO activity for a maximum period of four weeks. For the avoidance of doubt the suspension may prohibit the Respondent from taking part in any one or more of the following ATO activities: future tennis tournaments, competitions, tours, teams, functions, training or practice sessions, and/or other events conducted or managed under the auspices of an ATO;
  - (e) A suspended sanction with any conditions attached to the suspended sanction that the Nominated Official deems necessary; and/or
  - (f) Any other such penalty that the Nominated Official considers appropriate.
- 13.19 The Nominated Official shall give its decision as soon as practicable and will deliver a statement of its written reasons (together with information regarding the appeal process) to the following:
- (a) the President or nominee of the ATO which established the Tribunal;
  - (b) the Complainant;

- (c) the Respondent; and
- (d) any other party affected by the decision.

#### Appealing a Decision by the Nominated Official

13.20 A Respondent may appeal against a sanction imposed under clause 13.18 of this Policy only on the following grounds:

- (a) that the Nominated Official relied on a clear error in their decision making process;
- (b) that the Nominated Official failed to comply with the procedures outlined in Part IV of this Policy; or
- (c) the sanction imposed by the Nominated Official is manifestly disproportionate to the breaching conduct.

13.21 The Respondent must, within 72 hours of the Nominated Official delivering his or her decision, give written notification of the Respondent's intention to Appeal (**Notice of Intention to Appeal**) to the TAICU and the ATO of the Nominated Official;

13.22 As soon as practicable following receipt of the Notice of Intention to Appeal, the TAICU must determine the appropriate body to convene the Appeal. The following principles apply:

- (a) *In the case of the Nominated Official being a member of the TAICU:* the Appeal will be heard by one member of the TA Tribunal Panel (see clause 14.3 for further detail on the TA Tribunal Panel); or
- (b) *In the case of the Nominated Official being someone other than a member of the TAICU:* the Appeal will be heard by one tribunal member who will be appointed by, at the discretion of the TAICU, any higher ranking ATO to that of the Nominated Official's ATO,

(in either case, **Appellant Tribunal Member**)

13.23 The Appellant Tribunal Member must be independent and unbiased, have one of the skills or qualifications referred to in clause 14.2 and not be a person of the type referred to in clause 14.4.

13.24 Within five days of lodging the Notice of Intention to Appeal, (or if there is urgency such shorter time as determined by the Appellant Tribunal Member) the Respondent must submit in writing the grounds of the Respondent's appeal, copies of which will be provided by the Nominated Official to the Appellant Tribunal Member and any other parties to the Complaint.

13.25 If any of the timelines in clause 13.21 and 13.24 are not met, the appeal shall be deemed to be withdrawn and the decision of the Nominated Official will be deemed to be upheld.

13.26 The Appellant Tribunal Member shall hear and determine the Appeal in whatever manner it considers appropriate (including by way of "on the papers" or otherwise) provided that the appeal accords with the principles of natural justice.

- 13.27 The Appellant Tribunal Member can also request up to two additional tribunal members be appointed to hear the appeal. The ATO convening the appeal will ensure such additional tribunal members are so appointed and satisfy the criteria set out in clause 13.23.
- 13.28 Following the hearing of the appeal, the Appellant Tribunal Member may maintain, withdraw, amend, decrease or increase any or all of the sanction/s imposed by the Nominated Official. However, any increase in sanction must be in accordance with clause 13.18 of this Policy.
- 13.29 The decision of the Appellant Tribunal Member is final and binding on the parties. There is no right to appeal the decision of the Appellant Tribunal Member.
- 13.30 Except as otherwise provided in this Policy, Appellant Tribunal Member and any others present at any appeal hearing shall keep all matters relating to the hearing, other than the decision and sanction (if any), confidential. Accordingly, matters such as the nature of the Complaint and the information obtained during the hearing, must not be disclosed to any person who is not a party to the Complaint.

## PART V – TRIBUNAL HEARINGS AND PROCEDURES

### 14. Tribunals

- 14.1 Upon referral of a Category A Complaint to a tribunal, the Nominated Official shall as soon as practicable:
- (a) Determine the composition of the tribunal, as per the requirements set out in clauses 14.2 – 14.4 of this Policy (**Tribunal**);
  - (b) Send to the Respondent(s) a notice setting out:
    - (i) the provisions of this Policy which the Respondent is alleged to have breached;
    - (ii) the date, time and place for the hearing of the alleged breach/es which shall be as soon as reasonably practicable after completing the investigation,
    - (iii) a copy of the Complaint and brief of evidence, and
    - (iv) a Notice of Intent to Attend, requiring the Respondent to advise the Nominated Official of their intention to attend the hearing,**(Notice of Hearing).**
  - (c) Send to the Complainant(s) and the Chairperson of the Tribunal a copy of the Notice of Hearing; and
  - (d) Send a Notice to Attend to any witnesses required to attend the hearing for the purpose of giving evidence.
- 14.2 The Tribunal for a hearing shall be appointed by the Nominated Official and shall be comprised of the following persons:
- (a) a lawyer or, if after reasonable attempts have been made to obtain one without success, a person with considerable previous experience in the legal aspects of a tribunal (who shall be the Chairperson);
  - (b) a person with a thorough knowledge of tennis or sport, and
  - (c) one person with experience and skills suitable to the function of a sports tribunal.
- 14.3 In the case of a Tribunal convened by TA, the Tribunal must be comprised of persons on the TA Tribunal Panel.
- 14.4 Notwithstanding clauses 14.2 and 14.3, the following persons cannot be Tribunal members:
- (a) a person who is or was within the last 12 months an employee or director of the ATO which is convening the Tribunal; and

- (b) a person who would, by reason of their relationship with the Complainant, Respondent, or otherwise, be reasonably considered to be biased (this may include but is not limited to a person who has provided within the last 12 months, or is currently providing, services for a fee to the ATO that is convening the Tribunal).

### Tribunal procedure

- 14.5 The Tribunal shall hear and determine the alleged breach in whatever manner it considers appropriate in the circumstances (including by way of teleconference, video conference or otherwise) provided that it does so in accordance with the principles of natural justice. The purpose of the hearing shall be to determine whether the Respondent is in breach of this Policy.
- 14.6 The Tribunal may not discuss and consider any prior breaches of TA National Policies at the hearing except as set out in Section 15 of this Policy.
- 14.7 The Respondent and any witnesses sent a Notice to Attend will be required to attend the hearing before the Tribunal at the time and place notified to them (however it is conducted). If after 30 minutes of the notified time for commencement of the hearing, the Respondent or any witness is not present, the Tribunal may elect to conduct the hearing in the absence of that person or adjourn the hearing and reconvene at a later date advised to the Respondent and witnesses.
- 14.8 The parties to the hearing shall include the Complainant, the Respondent, and the relevant ATO represented by an appointed advocate, whose role shall be to assist the Tribunal by presenting evidence, including material facts, and to make any submissions on behalf of the ATO in relation to the alleged breach/es, including the appropriateness of sanction (if applicable).
- 14.9 The Respondent is entitled to have a support person attend a tribunal hearing.
- 14.10 A party to the hearing may be represented at the hearing by a third party as long as that third party is not a legal practitioner. A party can only be legally represented at a hearing if the Tribunal considers and determines that it is necessary in the interests of justice.
- 14.11 Each party to the hearing shall bear their own costs in relation to the hearing.
- 14.12 The Tribunal must make a decision on the balance of probabilities (i.e. more probable than not) as to whether the Respondent committed the alleged breach/es.
- 14.13 The Tribunal shall give its decision as soon as practicable after the hearing and will deliver a statement of its written reasons (together with information regarding the appeal process) to the following:
  - (a) the President (or nominee) of the ATO which established the Tribunal;
  - (b) the Complainant;
  - (c) the Respondent, and
  - (d) any other party affected by the decision.
- 14.14 If the Tribunal finds the Complaint proven on the balance of probabilities (**Category A Breach**), it may impose any one or more of the sanctions set out in clause 15.3 of this Policy.

- 14.15 Each member of a Tribunal established under this Policy shall be indemnified by the ATO which appointed them from any claim or action for loss, damages, or costs made against them arising out of or in connection with their function as a member of the Tribunal under this Policy.
- 14.16 Except as otherwise provided in this Policy, all members of a Tribunal and others present at the Hearing shall keep all matters relating to the hearing, other than the decision and sanction (if any), confidential. Accordingly, matters such as the nature of the Complaint and information obtained as part of an investigation and before and during the tribunal hearing, must not be disclosed to any person who is not a party to the tribunal hearing.

## 15. Sanctions

- 15.1 If the Tribunal considers that the Respondent has committed a Category A Breach, the parties to the hearing may make submissions to the Tribunal in relation to sanctions.
- 15.2 During these submissions, the appointed advocate for the ATO may disclose any prior breaches of TA National Policies and this may be a factor for the Tribunal to consider when determining an appropriate sanction for the Category A Breach.
- 15.3 The Tribunal may impose on the Respondent any one or more of the following sanctions for a Category A Breach of this Policy:
- (a) direct that the Respondent attend counselling to address their conduct;
  - (b) direct the Respondent to apologise to the Complainant (or any other person). The Tribunal may also impose a suspended sanction/s on the Respondent which would remain suspended conditional on the Respondent apologising as directed pursuant to this subclause;
  - (c) recommend that the relevant ATO/s terminate the appointment of any role which the Respondent holds with those organisations;
  - (d) impose a monetary fine;
  - (e) impose a warning;
  - (f) censure the Respondent;
  - (g) in the case of a Respondent that is a Coach, direct an ATO to suspend or cancel the Coach's accreditation or affiliation for a period or indefinitely;
  - (h) expel the Respondent from membership of an ATO;
  - (i) withdraw any ranking points, awards, placings, records won in any tournaments, activities or events held or sanctioned by an ATO;
  - (j) direct the Respondent to repay all or part of any financial assistance (excluding any fee for service, wages or expenses) given to them by the Australian Sports Commission, any Federal or State funding agency, the Australian Olympic Committee, the Commonwealth

Games Committee, or an ATO or any other organisation which has provided funding to the Respondent;

- (k) suspend the Respondent from competition for such period as the Tribunals sees fit;
- (l) ban the Respondent from taking part in any tennis activity for a particular period of time determined by the Tribunal. For the purposes of this subclause, ATO activities may include but is not limited to future tennis tournaments, competitions, tours, teams, functions, training or practice sessions, and/or other events conducted or managed under the auspices of an ATO;
- (m) ban the Respondent from attending one or more tennis facilities and/or venues for a particular period of time determined by the Tribunal;
- (n) impose a fully or partially suspended sentence on the Respondent with any conditions the Tribunal considers appropriate;
- (o) cancellation of any TA or other ATO accreditation or licence or coaching accreditation;
- (p) a direction that any rights, privileges and benefits provided to that individual by TA or any other ATO may be suspended for a specified period;
- (q) a direction that any funding granted or given to the individual by TA or any other ATO will cease from a specified date; or
- (r) any other such penalty or discipline that the Tribunal considers appropriate.

## 16. Appeals

16.1 With respect to a Category A Complaint, the Respondent or the ATO may appeal (**Appellant**) a decision of a Tribunal at first instance (**Original Tribunal**) on the following grounds:

- (a) that the Original Tribunal relied on a clear error in their decision making process;
- (b) that the Original Tribunal failed to comply with the procedures outlined in Part IV of this Policy; or
- (c) the sanction imposed by the Original Tribunal under clause 15.3 of this Policy is manifestly disproportionate to the breaching conduct,

(**Appeal**).

### Appellant Tribunal procedure

16.2 The process for an Appeal is as follows:

- (a) the Appellant must, within 72 hours of the Original Tribunal delivering its decision give written notification to the TAICU of the Appellant's intention to Appeal (**Notice of Intention to Appeal**);

- (b) as soon as practicable following receipt of the Notice of Intention to Appeal, the TAICU must determine the appropriate body to convene the Appeal. The following principles apply:
  - (i) *In the case of the Original Tribunal being a tribunal convened by TA:* the Appeal will be heard by a TA Appeal Tribunal; or
  - (ii) *In the case of the Original Tribunal being any other tribunal:* the Appeal will be heard by an appeal tribunal convened by, at the discretion of the TAICU, any higher ranking ATO to that of the ATO which established the Original Tribunal.

(in either case, the **Appellant Tribunal**).

- (c) the TAICU or Nominated Official (as the case may be) must appoint the members of the Appellant Tribunal (including the Appellant Tribunal Chairperson). The Appellant Tribunal shall consist of persons who comply with clauses 14.2 – 14.4 of this Policy and who were not members of the Original Tribunal;
- (d) within five days of lodging the Notice of Intention to Appeal, (or if there is urgency such shorter time as determined by the Chairperson of the Appellant Tribunal) the Appellant must:
  - (i) pay an appeal fee of \$1000 (including GST) to TA; and
  - (ii) submit to the Chairperson of the Appellant Tribunal the grounds of the appeal in writing, copies of which will be provided by the Nominated Official to the parties to the Complaint; and
- (e) the Chairperson of the Appellant Tribunal must determine in his or her sole discretion whether the Appellant has satisfied the criteria for an appeal under clause 16.1 of this Policy. If so satisfied, the Chairperson (or their nominee) shall determine a place, time and date for the hearing of the Appeal and as soon as possible thereafter notify all parties to the Appeal in writing of such details.

16.3 If any of the timelines in clause 16.2 are not met, the Appeal shall be deemed to be withdrawn and the decision of the Original Tribunal will be deemed to be upheld.

16.4 The appeal fee referred to in subclause 16.2(d)(i) is refundable only in circumstances where the Appellant is successful in overturning the Original Tribunal's decision or reducing the sanction/s imposed by the Original Tribunal. Notwithstanding, TA may still withhold all or part of the appeal fee that is required to cover the costs of the Appeal (i.e. room hire, transport costs of members of the Appellant Tribunal, etc).

16.5 The Appellant Tribunal shall hear and determine the Appeal in whatever manner it considers appropriate (including by way of "on the papers" or otherwise) provided that the Appeal accords with the principles of natural justice.

16.6 Following the hearing of the Appeal, the Appellant Tribunal may do any one or more of the following:

- (a) dismiss the Appeal;
- (b) uphold the Appeal;



- (c) withdraw or amend any of the sanction/s imposed by the Original Tribunal;
  - (d) impose any additional sanction/s on the Appellant (the additional sanction/s must be from the list of sanction/s set out in clause 15.3 of this Policy); and/or
  - (e) reduce, increase or otherwise vary any sanction imposed by the Original Tribunal.
- 16.7 The Appellant Tribunal has no power to award costs and each party shall bear their own costs in relation to the Appeal.
- 16.8 The decision of the Appellant Tribunal is final and binding on the parties. There is no right to appeal the decision of the Appellant Tribunal. In addition, the parties agree that once an Appeal is concluded under this Policy, the parties waive any right to commence, institute or maintain an appeal of the Appellant Tribunal's decision on administrative or civil law grounds (however this provision does not prevent any criminal proceedings in relation to the Complaint or the Complainant pursuing civil remedies against the Respondent with respect to the conduct which is the subject of the Complaint).
- 16.9 Except as otherwise provided in this Policy, all members of an Appellant Tribunal and others present at the Appeal hearing shall keep all matters relating to the Appeal hearing, other than the decision and sanction (if any), confidential. Accordingly, matters such as the nature of the Complaint and Appeal and the information obtained during the Appeal hearing, must not be disclosed to any person who is not a party to the Appeal hearing.

## PART VI – MISCELLANEOUS MATTERS

### 17. Enforcement and publication of decisions

- 17.1 The TAICU and/or the ATO that established the Tribunal or Appeal Tribunal (as the case may be) shall, as soon as possible, notify all ATOs affected by any decision and sanction/s imposed under this Policy.
- 17.2 Every organisation required to adopt this Policy shall recognise and enforce any decision and sanction (if applicable) imposed by a decision maker (whether that be a Nominated Official, a Tribunal, Tribunal Chairperson or an Appeal Tribunal) under this Policy.

### 18. Review and Promotion

- 18.1 This Policy will be reviewed on a regular basis. In addition to this regular review, recommendations for changes to this Policy may be submitted to the TAICU via [integrity@tennis.com.au](mailto:integrity@tennis.com.au) for consideration. If changes are made, the Policy will be updated via Tennis Australia's website.
- 18.2 This Policy will be made available to the general public on Tennis Australia's website, and will be communicated to all Board and staff members of Tennis Australia and all ATOs.

### 19. Contact

- 19.1 Should a person wish to make any enquiries in relation to this Policy, please contact the TAICU via [integrity@tennis.com.au](mailto:integrity@tennis.com.au).

#### Version Control

Version Number:	
Effective Date:	12 February 2019

## ATTACHMENT A - State and Territory Legislation Overview - Working With Children

Working with Children Check requirements vary across Australia. Fact Sheets for each state and territory are available on the Play by the Rules website: [www.playbytherules.net.au](http://www.playbytherules.net.au)

Detailed information, including the forms required to complete a Working with Children Check, are available from the relevant agencies in each state and territory.

Jurisdiction	Agency
Australian Capital Territory	ACT Government - Working with Vulnerable People registration <a href="https://www.accesscanberra.act.gov.au/app/answers/detail/a_id/1804">https://www.accesscanberra.act.gov.au/app/answers/detail/a_id/1804</a> Ph: 13 22 91
New South Wales	Office of the Children's Guardian <a href="http://www.kidsguardian.nsw.gov.au">www.kidsguardian.nsw.gov.au</a> Ph: 02 9286 7219
Northern Territory	Northern Territory Police, Fire and Emergency Services <a href="https://nt.gov.au/emergency/community-safety/apply-for-a-working-with-children-clearance">https://nt.gov.au/emergency/community-safety/apply-for-a-working-with-children-clearance</a> Ph: 1800 SAFE NT (1800 723 368)
Queensland	Queensland Government – Blue Card Services <a href="https://www.bluecard.qld.gov.au/applications/applications.html">https://www.bluecard.qld.gov.au/applications/applications.html</a> Ph: 1800 113 611
South Australia	Department for Communities and Social Inclusion <a href="https://screening.dcsi.sa.gov.au/">https://screening.dcsi.sa.gov.au/</a> Ph: 1300 321 592
Tasmania	Department of Justice via Consumer, Building and Occupational Services <a href="https://www.cbos.tas.gov.au/topics/licensing-and-registration/registrations/work-with-vulnerable-people">https://www.cbos.tas.gov.au/topics/licensing-and-registration/registrations/work-with-vulnerable-people</a> Ph: 1300 654 499
Victoria	Department of Justice and Regulation <a href="http://www.workingwithchildren.vic.gov.au">www.workingwithchildren.vic.gov.au</a> Ph: 1300 652 879
Western Australia	Department of Communities <a href="https://workingwithchildren.wa.gov.au/">https://workingwithchildren.wa.gov.au/</a> Ph: 08 6217 8100

## ATTACHMENT B - Member Protection Declaration

Tennis Australia has a duty of care to its members and to the general public who interact with its employees, volunteers, members and others involved with Tennis Australia's activities. As part of this duty of care and as a requirement of Tennis Australia's Member Protection Policy, Tennis Australia and Australian Tennis Organisations must enquire into the background of persons who are appointed or seeking appointment, whether employed, contracted or otherwise in a paid or volunteer capacity.

I, ..... (name)

..... (address) Date of Birth ...../...../.....

SINCERELY declare:

1. I do not have any criminal charge pending before the courts.
2. I do not have any criminal convictions or findings of guilt in any country for, or related to, violence, child abuse, serious sexual offences, offences related to children, drugs, fraud or sports integrity.
3. I have not had any disciplinary proceedings brought against me, by an employer, government department, sporting organisation or similar body involving child abuse, sexual misconduct or harassment, acts of violence, intimidation or other forms of harassment, drugs, fraud or sports integrity.
4. To my knowledge there is no other matter that the Australian Tennis Organisation may consider to constitute a risk to its members, employees, volunteers, athletes or reputation by engaging me.
5. I will notify the President or appointed person within the Australian Tennis Organisation engaging me immediately upon becoming aware that any of the matters set out in clauses [1 to 4] above has changed for whatever reason.

Declared in the State/Territory of: .....

on ...../...../.....(date) Signature .....

**OR**

I, ..... (name)

of .....(address)

Date of Birth ...../...../.....

SINCERELY declare:

That, I have the following to disclose [please provide details of the offence for which you are unable to make the above declaration, including the nature of the offence, when it was conducted and any disciplinary action or penalty imposed as a result of the offence].

Parent/Guardian/Carer Consent (in respect of person under the age of 18 years or in the care of a recognised carer)

I have read and understood the declaration provided by my child or ward. I confirm and warrant that the contents of the declaration provided by my child or ward are true and correct in every particular.

Name: .....

Signature: ..... Date: ...../...../.....

## ATTACHMENT C - Information for Reporting Allegations of Child Abuse

**If you believe a child is in immediate danger or in a life-threatening situation, contact the Police immediately on 000.**

Fact sheets on reporting allegations of child abuse in different states and territories are available at [www.playbytherules.net.au](http://www.playbytherules.net.au).

We will treat any allegation of child abuse or neglect promptly, seriously and with a high degree of sensitivity.

All people working with an ATO in a paid or unpaid capacity have a duty to report any concerns to the appropriate authorities, following the steps outlined below.

### Step 1: Receive the allegation

If a child raises with you an allegation of child abuse or neglect that relates to them or to another child, it is important that you listen, stay calm and be supportive.

DO	DON'T
Make sure you are clear about what the child has told you	Do not challenge or undermine the child
Reassure the child that what has occurred is not his or her fault	Do not seek detailed information, ask leading questions or offer an opinion
Explain that other people may need to be told in order to stop what is happening	Do not discuss the details with any person other than those detailed in these procedures.
Promptly and accurately record the discussion in writing	Do not contact the alleged offender.

### Step 2: Report the allegation

- (a) Immediately report any allegation of child abuse or neglect, or any situation involving a child at risk of harm, to the police and/or the relevant child protection agency. You may need to make a report to both.
- (b) Contact the relevant child protection agency or police for advice if there is any doubt about whether the allegation should be reported.
- (c) If the allegation involves a person to whom this policy applies, then also report the allegation to the MPIO so that he or she can manage the situation.

### **Step 3: Protect the child and manage the situation**

- (a) The MPIO will assess the immediate risks to the child and take interim steps to ensure the child's safety and the safety of any other children. This may include redeploying the alleged offender to a position where there is no unsupervised contact with children, supervising the alleged offender or removing/suspending him or her until any investigations have been concluded. Legal advice should be sought before any interim steps are made if the person is in paid employment with an ATO.
- (b) The MPIO will consider what services may be most appropriate to support the child and his or her parent/s.
- (c) The MPIO will consider what support services may be appropriate for the alleged offender.
- (d) The MPIO will put in place measures to protect the child and the alleged offender from possible victimisation and gossip.

### **Step 4: Take internal action**

- (a) Up to three different investigations could be undertaken to examine allegations that are made against a person to whom this policy applies, including:
  - (i) a criminal investigation (conducted by the police)
  - (ii) a child protection investigation (conducted by the relevant child protection agency)
  - (iii) a disciplinary or misconduct enquiry/investigation (conducted by a Member Association and/or TAICU).
- (b) Regardless of the findings of the police and/or child protection agency investigations, the ATO will assess the allegations to decide whether the alleged offender should return to his or her position, be dismissed, be banned or face any other disciplinary action.
- (c) MPIO of the ATO will consider all information relevant to the matter – including any findings made by the police, the child protection authority and/or court – and then set out a finding, recommend actions and the rationale for those actions.
- (d) If disciplinary action is recommended, the ATO will follow the procedures set out in the Member Protection Policy.
- (e) The ATO will provide the relevant government agency with a report of any disciplinary action we take, where this is required.

## ATTACHMENT D - State/Territory government agency contact details to report alleged Child Abuse

### Australian Capital Territory

ACT Police Non-urgent police assistance Ph: 131 444 <a href="http://www.afp.gov.au">www.afp.gov.au</a>	Office for Children, Youth and Family Services (Community Services) <a href="https://form.act.gov.au/smartforms/csd/child-concern-report">https://form.act.gov.au/smartforms/csd/child-concern-report</a> Ph: 1300 556 729 (24 hours)
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### New South Wales

New South Wales Police Non-urgent police assistance Ph: 131 444 <a href="http://www.police.nsw.gov.au">www.police.nsw.gov.au</a>	Department of Family and Community Services <a href="http://www.community.nsw.gov.au">www.community.nsw.gov.au</a> Ph: 132 111 (24 hours)
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### Northern Territory

Northern Territory Police Non-urgent police assistance Ph: 131 444 <a href="http://www.pfes.nt.gov.au">www.pfes.nt.gov.au</a>	Department of Children and Families <a href="http://www.childrenandfamilies.nt.gov.au">www.childrenandfamilies.nt.gov.au</a> Ph: 1800 700 250 (24 hours)
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### Queensland

Queensland Police Non-urgent police assistance Ph: 131 444 <a href="http://www.police.qld.gov.au">www.police.qld.gov.au</a>	Department of Communities, Child Safety and Disability Services <a href="http://www.communities.qld.gov.au/childsafety">www.communities.qld.gov.au/childsafety</a> Ph: 1800 811 810 After hours Ph: 1800 177 135 or 07 3235 9999 (24 hours)
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### South Australia

South Australia Police Non-urgent police assistance Ph: 131 444 <a href="http://www.sapolice.sa.gov.au">www.sapolice.sa.gov.au</a>	Department for Child Protection <a href="https://my.families.sa.gov.au/IDMProv/landing.html">https://my.families.sa.gov.au/IDMProv/landing.html</a> Ph: 13 14 78 After hours Ph: 13 16 11
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### Tasmania

Tasmania Police Non-urgent police assistance Ph: 131 444 <a href="http://www.police.tas.gov.au">www.police.tas.gov.au</a>	Department of Health and Human Services <a href="http://www.dhhs.tas.gov.au/children">www.dhhs.tas.gov.au/children</a> Ph: 1300 737 639 (24 hours)
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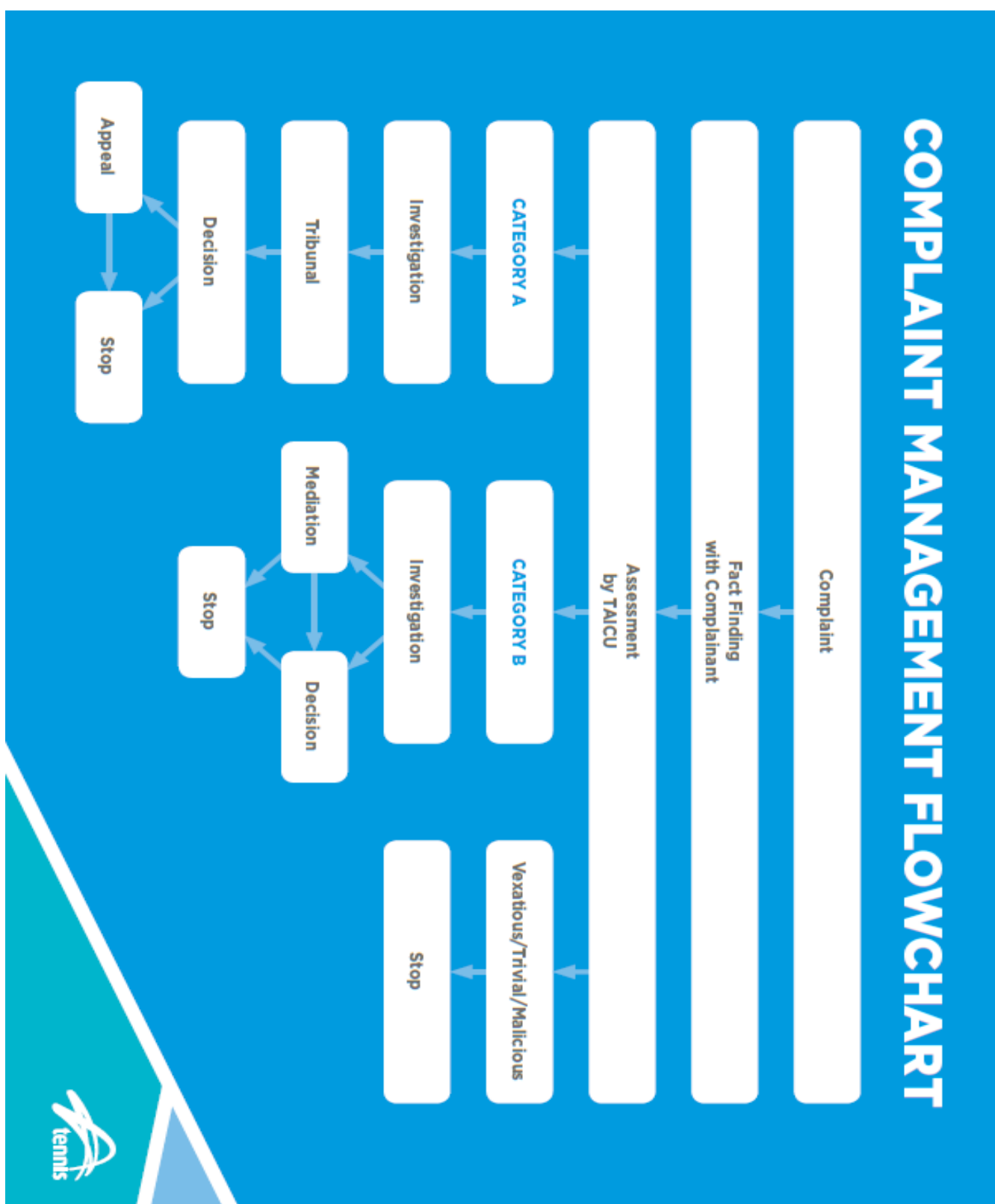
### Victoria

Victoria Police Non-urgent police assistance Ph: (03) 9247 6666 <a href="http://www.police.vic.gov.au">www.police.vic.gov.au</a>	Department of Health and Human Services <a href="http://providers.dhhs.vic.gov.au/child-protection">http://providers.dhhs.vic.gov.au/child-protection</a> Ph: 131 278 (24 hours)
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### Western Australia

Western Australia Police Non-urgent police assistance Ph: 131 444 <a href="http://www.police.wa.gov.au">www.police.wa.gov.au</a>	Department for Child Protection and Family Support <a href="http://www.dcp.wa.gov.au">www.dcp.wa.gov.au</a> Ph: 08 9222 2555 or 1800 622 258 After hours Ph: 1800 199 008
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## ATTACHMENT E – Complaint handling flowchart





## ATTACHMENT F - State/Territory Mediation service providers

Jurisdiction	Mediation service provider
Australian Capital Territory	Conflict Resolution Service <a href="http://www.crs.org.au/">http://www.crs.org.au/</a> Ph: 02 6190 7100
New South Wales	Community Justice Centres <a href="http://www.cjc.justice.nsw.gov.au/">http://www.cjc.justice.nsw.gov.au/</a> Ph: 1800 990 777
Northern Territory	Community Justice Centre <a href="https://www.darwin.nt.gov.au/community/community-justice-centre">https://www.darwin.nt.gov.au/community/community-justice-centre</a> Ph: 1800 000 473
Queensland	Queensland Government – Dispute Resolution Centres <a href="https://www.qld.gov.au/law/legal-mediation-and-justice-of-the-peace/settling-disputes-out-of-court/dispute-resolution-centres">https://www.qld.gov.au/law/legal-mediation-and-justice-of-the-peace/settling-disputes-out-of-court/dispute-resolution-centres</a> Ph: see website for location specific contact.
South Australia	State Sport Dispute Centre – Sport SA (centre specifically established for sporting clubs) <a href="https://www.sportsa.org.au/index.php">https://www.sportsa.org.au/index.php</a> Ph: 08 8353 7755
Tasmania	Positive Solutions (endorsed by Legal Aid Tasmania) <a href="http://www.positivesolutions.com.au/">http://www.positivesolutions.com.au/</a> Ph: 03 6223 5612
Victoria	Dispute Settlement Centre of Victoria <a href="https://www.disputes.vic.gov.au/">https://www.disputes.vic.gov.au/</a> Ph: 1300 372 888
Western Australia	Department of Local Government, Sport and Cultural Industries <a href="https://www.dsr.wa.gov.au/contact-us/department-of-sport-and-recreation">https://www.dsr.wa.gov.au/contact-us/department-of-sport-and-recreation</a> Ph: see website for location specific contact.

**Tennis Australia**

Melbourne Park,  
Olympic Boulevard  
Private Bag 6060, Richmond  
Victoria 3121, Australia

## **SECTION 8 - ANTI-DOPING BY-LAW**



# **TENNIS AUSTRALIA**

## **ANTI-DOPING POLICY**

<b>Date approved by ASADA</b>	<b>18 December 2008</b>
<b>Date Adopted by TA Board</b>	<b>29 December 2008</b>
<b>Date Anti-Doping Policy Effective</b>	<b>1 January 2009</b>
<b>Amended</b>	<b>1 January 2010</b>



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## ARTICLE 1 RATIONALE

- 1.1** TENNIS AUSTRALIA (TA) condemns doping as fundamentally contrary to the spirit of sport.
- 1.1.1** Anti-doping programs, including documents such as this Anti-Doping Policy, seek to preserve what is intrinsically valuable about sport. The Essence of sport at all levels in Australia upholds the principles of Fairness, Respect, Responsibility and Safety.
- 1.2** The purpose of this Anti-Doping Policy and the anti-doping programs which it supports are:
- 1.2.1** To protect *Athletes'* fundamental right to participate in doping-free sport and thus promote health, fairness and equality for *Athletes* worldwide; and
- 1.2.2** To ensure harmonised, coordinated and effective anti-doping programs at the international and national level with regard to detection, deterrence and prevention of doping.

## ARTICLE 2 POWERS OF TA AND ASADA

- 2.1** Under the *ASADA Act 2006* and the *NAD scheme* established under that Act, ASADA has the legislative authority to:
- 2.1.1** investigate possible violations of the anti-doping rules under the *ASADA Act 2006* and the *NAD scheme* for *Athletes* and *Athlete Support Personnel* under the jurisdiction of TA;
- 2.1.2** make findings in relation to such investigations;
- 2.1.3** notify the *Athlete, Athlete Support Personnel, TA* and other bodies specified in the *ASADA Act 2006* and the *NAD scheme* of its findings and its recommendations as to the consequences of such findings; and
- 2.1.4** present its findings and its recommendations as to consequences at hearings of CAS and other *Tribunals*. ASADA has the authority to do this either at TA's request or on its own initiative.
- 2.2** TA has a responsibility to encourage and promote competition free from *Prohibited Substances* and *Methods* and to prevent doping practices in sport. To facilitate this object, TA refers its anti-doping functions and powers ("anti-doping functions") to ASADA. This includes all functions and powers relating to the issuing of an infraction notice, the convening of a hearing, the presentation of allegations of an anti-doping rule violation at a hearing and all matters incidental thereto.
- 2.3** TA also recognises the authority of ASADA to investigate possible anti-doping rule violations. TA may carry out its own investigative functions provided TA does so under the direction and in coordination with any investigation being carried out by ASADA.

- 2.4** TA refers its anti-doping functions to ASADA on the basis that:
- 2.4.1** any investigations undertaken by ASADA, unless specifically requested by TA, will be at no cost to TA;
  - 2.4.2** TA will immediately advise ASADA of all possible anti-doping rule violations and will, as may reasonably be required by ASADA, assist, cooperate and liaise with ASADA in relation to any investigation or hearing;
  - 2.4.3** TA will accept ASADA's findings on such investigations, and its recommendations as to the consequences of such findings; and
  - 2.4.4** ASADA will provide such reports to TA on ASADA's conduct of the above anti-doping functions as may be agreed between ASADA and TA and subject to the ASADA Act and the NAD scheme.
- 2.5** ASADA will perform and conduct anti-doping functions and powers in accordance with the ASADA Act 2006, the NAD scheme<sup>1</sup> and this Anti-Doping Policy.
- 2.6** TA will recognise and enforce any sanction applied by CAS and/or other *Tribunals* in respect of an anti-doping rule violation, or recommendation of ASADA where a hearing has been waived.
- 2.7** *Athletes, Athlete Support Personnel, Members* and other *Persons* bound by this Anti-Doping Policy should be aware of, and are bound by, this referral of anti-doping functions to ASADA and shall assist and cooperate with ASADA in the conduct of its anti-doping functions.

**2.8 Incorporation of the ITF Anti-Doping Rules**

TA shall comply with the ITF's Anti-Doping Policy in so far as it is consistent with TA's obligations under the ASADA Act 2006 and the NAD scheme. Any procedural rules necessary to effectively implement this Anti-Doping Policy shall be deemed to be included. The rules of each *Member Association (MA)* shall specifically provide that all *Athletes, Athlete Support Personnel* and other *Persons* under the jurisdiction of the MA shall be bound by this Anti-Doping Policy.

Where a *Participant* is bound by the ITF's Anti-Doping Policy as well as this Anti-Doping Policy, the *Participant* shall be bound to, and have obligations in respect of, both policies simultaneously.

**ARTICLE 3 SCOPE**

- 3.1** This Anti-Doping Policy applies to:
- 3.1.1** *Athletes;*
  - 3.1.2** *Athlete Support Personnel;*

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<sup>1</sup> NAD scheme were available at [www.asada.gov.au](http://www.asada.gov.au).

- 3.1.3 *Members;*
- 3.1.4 Employees and contractors of *TA*; and
- 3.1.5 Any other *Person* who has agreed to be bound by this Anti-Doping Policy.

This Anti-Doping Policy shall apply to all *Doping Controls* over which *TA* has jurisdiction.

- 3.2 It shall be a condition of membership of *TA* that all *MA*s shall comply with this Policy. This Policy shall also be incorporated either directly or by express reference into each *MA*'s rules and regulations. All *MA*s shall include in their rules and regulations the procedural rules necessary to implement this Policy effectively. The rules of each *MA* shall specifically provide that all persons to which this Anti Doping Policy applies as in Clause 3.1.

#### ARTICLE 4 ROLES AND RESPONSIBILITIES

##### 4.1 Athletes

*Athletes* must:

- 4.1.1 Be knowledgeable of and comply with all anti-doping policies and rules applicable to them. This includes, but may not be limited to this Anti-Doping Policy and the *ITF*'s Anti-Doping Policy;
- 4.1.2 Be aware of whether they are in the *ITF*'s and/or *ASADA*'s *Registered Testing Pools* and comply with the requirements of any such membership;
- 4.1.3 Read and understand the *Prohibited List* as it relates to them;
- 4.1.4 Be available for *Sample* collection and provide accurate and up-to-date whereabouts information for this purpose when identified for inclusion in a *Registered Testing Pool*;
- 4.1.5 Take full responsibility, in the context of anti-doping, for what they ingest, *Use* and *Possess*;
- 4.1.6 Inform medical personnel of their obligations not to *Use* or *Possess Prohibited Substances* and *Prohibited Methods* and ensure that any medical treatment received does not violate anti-doping policies and rules applicable to them;
- 4.1.7 Attend anti-doping education as directed by *TA* and/or as appropriate. Failure to attend an anti doping education session shall be no excuse for an alleged anti-doping rule violation, nor shall it mitigate culpability of the *Athlete* in determining sanction;
- 4.1.8 Immediately refer information about possible anti-doping rule violations to *TA/ASADA*;
- 4.1.9 Assist, cooperate and liaise with *ASADA* and other *Anti-Doping Organisations* in relation to the conduct of any investigation or hearing into an alleged anti-doping rule violation;



- 4.1.10** Be available for *Sample* collection and provide accurate and up-to-date whereabouts information on a regular basis, even if not a regular *Member* of *TA*, if required by the conditions of eligibility established by *TA*, the *ITF*, *ATP*, *WTA*, *Major Event Organisers* or as applicable; and
- 4.1.11** Accept that ignorance of this Anti-Doping Policy, the *Code* or the *Prohibited List* is not an excuse from an alleged anti-doping rule violation, and shall not mitigate culpability in sanction.

## **4.2 Athlete Support Personnel**

*Athlete Support Personnel* must:

- 4.2.1** Be knowledgeable of and comply with all anti-doping policies and rules applicable to them or the *Athletes* whom they support. This includes, but may not be limited to: this Anti-Doping Policy and the *ITF's* Anti-Doping Policy;
- 4.2.2** Support and assist *Anti-Doping Organisations*, including *ASADA* to conduct *Doping Control*;
- 4.2.3** Use their influence on *Athletes'* values and behaviour to foster anti-doping attitudes;
- 4.2.4** Immediately refer information about possible anti-doping rule violations to *TA/ASADA*; and
- 4.2.5** Assist, cooperate and liaise with *ASADA*, *TA* and other *Anti-Doping Organisations* in relation to the conduct of any investigation or hearing into an alleged anti-doping rule violation.

## **4.3 TA**

*TA* will:

- 4.3.1** Acknowledge *ASADA's* functions and powers under the *ASADA Act 2006* and the *NAD scheme* established under that Act and will cooperate with *ASADA* and facilitate the execution of these functions and powers as reasonably required by *ASADA*;
- 4.3.2** Adopt and implement an Anti-Doping Policy and rules that conform with the *Code*, the *ASADA Act 2006*, the *NAD scheme*, the *ITF*, *ASC*, *ATP*, *WTA* and other *Major Events Organisation* requirements as applicable;
- 4.3.3** Require as a condition of membership that the policies, rules and programs of *MAs* are in compliance with the *Code*, the *ASADA Act 2006*, the *NAD scheme*, the *ITF*, *ASC*, *ATP* and *WTA* rules as applicable and this Anti-Doping Policy (which requirement may be fulfilled by adopting this Anti-Doping Policy);
- 4.3.4** Require all *Athletes* and *Athlete Support Personnel* within *TA's* jurisdiction to recognise and be bound by this Anti-Doping Policy;

- 4.3.5** Make reasonable efforts to make this Anti-Doping Policy available to *Athletes, Athlete Support Personnel, Members* and any other *Person* who has agreed to be bound by this Anti-Doping Policy<sup>2</sup>;
- 4.3.6** Ensure that at all times it has the authority to enforce this Anti-Doping Policy;
- 4.3.7** Abide by, implement and enforce this Anti-Doping Policy to the satisfaction of ASADA;
- 4.3.8** Obtain ASADA's prior written approval for any amendments to this Anti-Doping Policy and advise ASADA of any change to the *ITF* Anti-Doping Policy;
- 4.3.9** Develop and implement, in consultation with ASADA and the *ITF*, comprehensive programs and education initiatives about pure performance in sport;
- 4.3.10** Support the initiatives of and cooperate with ASADA, other *Anti-Doping Organisations* and other sporting organisations to assist their achievement of pure performance in sport;
- 4.3.11** Use its reasonable efforts to assist *Athletes* to fulfil their responsibilities under this Anti-Doping Policy, including providing accurate and up-to-date *Athlete* whereabouts information to ASADA and the *ITF*;
- 4.3.12** Support and assist *Anti-Doping Organisations* including ASADA to conduct *Doping Control*, including the provision of information relating to *Registered Testing Pools* as requested;
- 4.3.13** Where required, act in accordance with this Anti-Doping Policy upon the receipt of a reported anti-doping rule violation; and notification by ASADA of an entry onto the ASADA Register in respect of an *Athlete, Athlete Support Personnel, Member*, or other *Person* bound by this Anti-Doping Policy, in consultation with ASADA;
- 4.3.14** Immediately notify all instances of possible anti-doping rule violations to ASADA;
- 4.3.15** Assist, cooperate, and liaise with ASADA and other *Anti-Doping Organisations* including in relation to the conduct of any investigations or hearing into an alleged anti-doping rule violation;
- 4.3.16** Act in a discreet and confidential manner in discharging its obligations under this Policy;
- 4.3.17** Require *Athletes* who are not regular *Members* of TA or one of its MAs to be bound by this Anti-Doping Policy; available for *Sample* collection; and provide accurate and up-to-date whereabouts information if required by the conditions

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<sup>2</sup>

<http://www.tennisaustralia.com.au/pages/default.aspx?id=4&pageId=304>.

for eligibility established by ASADA, TA, the ITF or Major Event Organisations, as applicable;

- 4.3.18** Not disclose or use any information about a person who is alleged to have, or has committed an anti-doping rule violation except as permitted under the ASADA Act 2006, the NAD scheme and the Code;
- 4.3.19** Recognise and enforce any sanction applied by the CAS and/or other *Tribunals* in respect of an anti-doping rule violation, or recommendation of ASADA where a hearing has been waived;
- 4.3.20** Notify the results of hearings and all relevant incidental matters to relevant bodies, as agreed between the parties and outlined in this Policy. Any notification will be subject to the ASADA Act 2006, NAD scheme and privacy legislation;
- 4.3.21** Withhold some or all funding, during any period of his or her *Ineligibility*, to any *Athlete* or *Athlete Support Personnel* who has committed an anti-doping rule violation;
- 4.3.22** Withhold some or all funding to its MAs that are not in compliance with the Code and this Anti-Doping Policy;
- 4.3.23** Appoint a *Review Board* to provide assistance to TA on matters relating to the Policy;
- 4.3.24** Appoint an APA to be responsible for the overall operation and administration of the Policy; and
- 4.3.25** Appoint an Anti Doping Tribunal (*Tribunal*) to hear and determine violations against the Policy.

#### **4.4 ASADA**

- 4.4.1** ASADA will carry out its functions and powers in accordance with the ASADA Act 2006 and the NAD scheme, as published from time to time, and/or as referred by TA under this Policy. This includes but is not limited to:
- 4.4.2** Coordinating results management processes, issuing infraction notices, convening hearings, presenting allegations of *Anti-Doping Rule Violations* at hearings and all matters incidental thereto unless otherwise agreed between the parties and outlined in this Policy;
- 4.4.3** Providing and promoting the adoption and implementation of anti-doping policies and rules that conform with the Code, the ASADA Act 2006 and the NAD scheme;
- 4.4.4** Coordinating the administration of national *Registered Testing Pools* and all *Athlete* whereabouts requirements in consultation with TA;
- 4.4.5** Requesting *Athletes* to provide *Samples* and *Testing*, or arranging *Testing of Samples*;
- 4.4.6** Investigating possible anti-doping rule violations;

- 4.4.7** Making findings in relation to such investigations;
- 4.4.8** Notifying the *Athlete, Athlete Support Personnel, TA* and other organisations required to be notified under the *Code, the ASADA Act 2006* and the *NAD scheme* of its findings and its recommendations as to the consequences of such findings;
- 4.4.9** Notifying the results of hearings and all relevant incidental matters to relevant bodies including *TA* and the *ITF*, as agreed between the parties and outlined in this Policy. Any notification will be subject to the *ASADA Act 2006, NAD scheme* and privacy legislation;
- 4.4.10** Monitoring *TA's* compliance with its Anti-Doping Policies and notifying *TA* and the *ASC* about the extent of this compliance;
- 4.4.11** Publishing reports about the extent of *TA's* compliance with their Anti-Doping Policies; and
- 4.4.12** Developing and implementing, and encouraging the sporting community to develop, implement and support, comprehensive programs and education initiatives about pure performance in sport.

#### **4.5 Breaches of Roles and Responsibilities**

Where an *Athlete, Athlete Support Personnel* or other *Member* bound by this Anti-Doping Policy breaches his or her responsibilities under this Anti-Doping Policy but the breach does not amount to an anti-doping rule violation, *TA* may treat the breach as an infringement of *TA's* policies, Code of Conduct, or similar framework, and apply penalties in accordance with *TA* rules.

### **ARTICLE 5 DEFINITION OF DOPING**

Doping is defined as the occurrence of one or more of the anti-doping rule violations set forth in Article 2.1 through Article 2.8 of the *Code* and Article 6.1 through 6.8 of this Policy.

### **ARTICLE 6 ANTI-DOPING RULE VIOLATIONS**

*Athletes* or other *Persons* shall be responsible for knowing what constitutes an anti-doping rule violation and the substances and methods which have been included on the *Prohibited List*.

The following constitute anti-doping rule violations:

#### **6.1 Presence of a Prohibited Substance or its Metabolites or Markers in an Athlete's Sample**

- 6.1.1** It is each *Athlete's* personal duty to ensure that no *Prohibited Substance* enters his or her body. *Athletes* are responsible for any *Prohibited Substance* or its *Metabolites* or *Markers* found to be present in their *Samples*. Accordingly, it is not necessary that intent, fault, negligence or knowing *Use* on the *Athlete's* part be demonstrated in order to establish an anti-doping rule violation under Article 6.1.

- 6.1.2** Sufficient proof of an anti-doping rule violation under Article 6.1 is established by either of the following: presence of a *Prohibited Substance* or its *Metabolites* or *Markers* in the *Athlete's A Sample* where the *Athlete* waives analysis of the *B Sample* and the *B Sample* is not analysed; or, where the *Athlete's B Sample* is analysed and the analysis of the *Athlete's B Sample* confirms the presence of the *Prohibited Substance* or its *Metabolites* or *Markers* found in the *Athlete's A Sample*.
- 6.1.3** Excepting those substances for which a quantitative reporting threshold is specifically identified in the *Prohibited List*, the presence of any quantity of a *Prohibited Substance* or its *Metabolites* or *Markers* in an *Athlete's Sample* shall constitute an anti-doping rule violation.
- 6.1.4** As an exception to the general rule of Article 6.1, the *Prohibited List* or *International Standards* may establish special criteria for the evaluation of *Prohibited Substances* that can also be produced endogenously.
- 6.2 Use or Attempted Use by an Athlete of a Prohibited Substance or a Prohibited Method**
- 6.2.1** It is each *Athlete's* personal duty to ensure that no *Prohibited Substance* enters his or her body. Accordingly, it is not necessary that intent, fault, negligence or knowing *Use* on the *Athlete's* part be demonstrated in order to establish an anti-doping rule violation for *Use* or Attempted *Use* of a *Prohibited Substance* or a *Prohibited Method*.
- 6.2.2** The success or failure of the *Use* or Attempted *Use* of a *Prohibited Substance* or *Prohibited Method* is not material. It is sufficient that the *Prohibited Substance* or *Prohibited Method* was *Used* or Attempted to be *Used* for an anti-doping rule violation to be committed.
- 6.3 Refusing or failing without compelling justification to submit to Sample collection after notification as authorised in applicable anti-doping rules, or otherwise evading Sample collection.**
- 6.4 Violation of applicable requirements regarding Athlete availability for Out-of-Competition Testing, including failure to file required whereabouts information and Missed Tests which are declared based on rules which comply with the International Standard for Testing. Any combination of three Missed Tests and/or Filing Failures within an eighteen-month period as determined by Anti-Doping Organisations with jurisdiction over the Athlete shall constitute an anti-doping rule violation.**
- 6.5 Tampering or Attempted Tampering with any part of Doping Control.**
- 6.6 Possession of Prohibited Substances and Prohibited Methods**
- 6.6.1** Possession by an *Athlete In-Competition* of any *Prohibited Method* or any *Prohibited Substance*, or Possession by an *Athlete Out-of-Competition* of any *Prohibited Method* or any *Prohibited Substance* which is prohibited *Out-of-Competition* unless the *Athlete* establishes that the *Possession* is

pursuant to a therapeutic use exemption granted in accordance with Article 9 (Therapeutic Use) or other acceptable justification.

**6.6.2** *Possession by an Athlete Support Personnel In-Competition of any Prohibited Method or any Prohibited Substance, or Possession by an Athlete Support Personnel Out-of-Competition of any Prohibited Method or any Prohibited Substance which is prohibited Out-of-Competition in connection with an Athlete, Competition or training, unless the Athlete Support Personnel establishes that the Possession is pursuant to a therapeutic use exemption granted to an Athlete in accordance with Article 9 (Therapeutic Use) or other acceptable justification.*

**6.7** *Trafficking or Attempted Trafficking in any Prohibited Substance or Prohibited Method*

**6.8** *Administration or Attempted administration to any Athlete In-Competition of any Prohibited Method or Prohibited Substance, or administration or Attempted administration to any Athlete Out-of-Competition of any Prohibited Method or any Prohibited Substance that is prohibited Out-of-Competition, or assisting, encouraging, aiding, abetting, covering up or any other type of complicity involving an anti-doping rule violation or any Attempted anti-doping rule violation*

## **ARTICLE 7 PROOF OF DOPING**

### **7.1 Burdens and Standards of Proof**

ASADA or TA shall have the burden of establishing that an anti-doping rule violation has occurred. The standard of proof shall be whether ASADA or TA has established an anti-doping rule violation to the comfortable satisfaction of the *Tribunal* bearing in mind the seriousness of the allegation which is made. This standard of proof in all cases is greater than a mere balance of probability but less than proof beyond a reasonable doubt. Where this Anti-Doping Policy places the burden of proof upon the *Athlete* or other *Person* alleged to have committed an anti-doping rule violation to rebut a presumption or establish specified facts or circumstances, the standard of proof shall be by a balance of probability, except as provided in Articles 21.5 and 21.7 where the *Athlete* must satisfy a higher burden of proof.

### **7.2 Methods of Establishing Facts and Presumptions**

Facts related to anti-doping rule violations may be established by any reliable means, including admissions. The following rules of proof shall be applicable in doping cases:

**7.2.1** *WADA-accredited laboratories are presumed to have conducted Sample analysis and custodial procedures in accordance with the International Standard for Laboratories. The Athlete or other Person may rebut this presumption by establishing that a departure from the International Standard for Laboratories occurred which could reasonably have caused the Adverse Analytical Finding.*

If the *Athlete* or other *Person* rebuts the preceding presumption by showing that a departure from the *International Standard* for Laboratories occurred which could reasonably have caused the *Adverse Analytical Finding*, then ASADA or TA shall have

the burden to establish that such departure did not cause the *Adverse Analytical Finding*.

- 7.2.2** Departures from any *International Standard* or other anti-doping rule or policy which did not cause an *Adverse Analytical Finding* or other anti-doping rule violation shall not invalidate such results. If the *Athlete* or other *Person* establishes that a departure from the *International Standard* or other anti-doping rule or policy which could reasonably have caused the *Adverse Analytical Finding* or other anti-doping rule violation occurred, then ASADA or TA or shall have the burden to establish that such departure did not cause the *Adverse Analytical Finding* or the factual basis for the anti-doping rule violation.
- 7.2.3** The facts established by a decision of a court or professional disciplinary tribunal of competent jurisdiction which is not the subject of a pending appeal shall be irrebuttable evidence against the *Athlete* or other *Person* to whom the decision pertained of those facts unless the *Athlete* or other *Person* establishes that the decision violated principles of natural justice.
- 7.2.4** The *Tribunal* in a hearing on an anti-doping rule violation may draw an inference adverse to the *Athlete* or other *Person* who is asserted to have committed an anti-doping rule violation based on the *Athlete's* or other *Person's* refusal, after a request made in a reasonable time in advance of the hearing, to appear at the hearing (either in person or telephonically or other media as directed by the *Tribunal*) and to answer questions from the *Tribunal* or the *Anti-Doping Organisation* asserting the anti-doping rule violation.

## **ARTICLE 8 THE PROHIBITED LIST**

### **8.1 Incorporation of the *Prohibited List***

This Policy incorporates the *Prohibited List* which is published and revised by WADA as described in Article 4.1 of the *Code* and changes from time to time. If WADA expands the *Prohibited List* for the *ITF*, this Policy incorporates the *Prohibited List* as so expanded.

### **8.2 Publication and Revision of the *Prohibited List***

Unless provided otherwise in the *Prohibited List* or a revision, the *Prohibited List* and revisions shall go into effect under this Policy three (3) months after publication of the *Prohibited List* by WADA or as amended by WADA from time to time without requiring any further action by ASADA or TA.

### **8.3 Prohibited Substances and Prohibited Methods Identified on the *Prohibited List***

#### **8.3.1 *Prohibited Substances* and *Prohibited Methods***

The *Prohibited List* shall identify those *Prohibited Substances* and *Prohibited Methods* which are prohibited as doping at all times (both *In-Competition* and *Out-of-Competition*) because of their potential to enhance performance in future *Competitions* or their masking potential and those substances and methods which are prohibited *In-Competition* only. *Prohibited Substances* and *Prohibited Methods* may be included in the *Prohibited List* by general category (eg, anabolic agents) or



by specific reference to a particular substance or method.

### **8.3.2 Specified Substances**

For purposes of the application of Article 21 (Sanctions on Individuals), all *Prohibited Substances* shall be "Specified Substances" except substances in the classes of anabolic agents and hormones and those stimulants and hormone antagonists and modulators so identified on the *Prohibited List*. *Prohibited Methods* shall not be Specified Substances.

### **8.3.3 New Classes of *Prohibited Substances***

In the event WADA expands the *Prohibited List* by adding a new class of *Prohibited Substances* in accordance with Article 4.1 of the *Code*, WADA's Executive Committee shall determine whether any or all *Prohibited Substances* within the new class of *Prohibited Substances* shall be considered Specified Substances under Article 8.3.2.

## **8.4 Criteria for Including Substances and Methods on the *Prohibited List***

As provided in Article 4.3.3 of the *Code*, WADA's determination of the *Prohibited Substances* and *Prohibited Methods* that will be included on the *Prohibited List* and the classification of substances into categories on the *Prohibited List* is final and shall not be subject to challenge by an *Athlete* or other *Person* based on an argument that the substance or method was not a masking agent or did not have the potential to enhance performance, represent a health risk or violate the spirit of sport.

## **ARTICLE 9 THERAPEUTIC USE**

### **9.1 International Standard for TUEs**

Any *Athlete* with a documented medical condition requiring the Use of a *Prohibited Substance* or a *Prohibited Method* must request a *Therapeutic Use Exemption (TUE)* in accordance with the *Code*, the *International Standard for TUEs* and this Policy.<sup>3</sup>

### **9.2 International-Level Athletes**

*International-Level Athletes* or any other *Athlete* who is entered in an *International Event* with documented medical conditions requiring the Use of a *Prohibited Substance* or a *Prohibited Method* must request a TUE from the ITF (regardless of whether the *Athlete* previously has received a TUE from ASDMAC or another Committee). *Athletes* who have been identified as included in the ITF's *Registered Testing Pool* may only obtain TUEs in accordance with the rules of the ITF.

### **9.3 National-Level Athletes**

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<sup>3</sup> *International-Level Athletes* or *Athletes* entering an *International Event* should seek guidance on the process for seeking a TUE from the WADA website at <http://www.wada-ama.org> or the ITF's website at <http://www.ITFtennis.com/antidoping/>. National level athletes should seek guidance from the ASDMAC website at <http://www.asdmac.org.au>.



*Athletes who are not in the ITF's Registered Testing Pool but are in ASADA's Registered Testing Pool or Domestic Testing Pool with documented medical conditions requiring the Use of a Prohibited Substance or a Prohibited Method must request a TUE from ASDMAC, unless the Athlete has an approved TUE.*

#### **9.4 Other Athletes**

*Athletes who are not in the ITF's or ASADA's Registered Testing Pool, Domestic Testing Pool or have not otherwise been notified by ASADA, in accordance with the NAD scheme, that they require TUEs prior to Use of a Prohibited Substance or a Prohibited Method, may submit applications to ASDMAC for approval of a TUE in accordance with the procedures of ASDMAC.*

#### **9.5 TUE Applications**

**9.5.1** *Athletes should submit applications for TUEs no less than 21 days before they require the approval (eg prior to a National Event), except for retroactive TUEs under Article 9.5.2.*

**9.5.2** *An application for a TUE will not be considered for retroactive approval except in cases where:*

- (a) emergency treatment or treatment of an acute medical condition was necessary; or*
- (b) due to exceptional circumstances, there was insufficient time or opportunity for an Athlete to submit, or a TUE Committee to consider, an application prior to Doping Control; or*
- (c) ASDMAC procedures, in accordance with the Code and the International Standard for TUEs, provide for retroactive approval.*

**9.5.3** *An Athlete may not apply to more than one body for a TUE at the same time. Applications must be in accordance with the International Standard for TUEs and the procedures of the ITF or ASDMAC as appropriate.*

#### **9.6 Reporting of TUEs**

*The granting of any TUE by ASDMAC for an Athlete in ASADA's Registered Testing Pool shall be promptly reported to WADA.*

#### **9.7 Review of TUEs**

**9.7.1** *WADA, on its own initiative, may review at any time the granting of a TUE to any International Level Athlete in the ITF's Registered Testing Pool or national-level Athlete who is included in ASADA's Registered Testing Pool. Further, upon the request of any such Athlete who has been denied a TUE, WADA may review such denial. If WADA determines that such granting or denial of a TUE did not comply with the International Standard for TUEs, WADA may reverse the decision.*

- 9.7.2** An *Athlete* who is denied a *TUE* by *ASDMAC* must seek review by *WADA* of the decision before any appeal may be commenced under Article 21.4.
- 9.7.3** If, contrary to the requirements of the *Code*, the *ITF* does not have a process in place where *Athletes* may request *TUEs*, an *International-Level Athlete* may request *WADA* to review the application as if it had been denied.

## **ARTICLE 10    ATHLETE WHEREABOUTS REQUIREMENTS**

### **10.1    Requirement for Whereabouts Information**

- 10.1.1** All *Athletes* identified for inclusion in a *Registered Testing Pool* must provide accurate whereabouts information to the relevant *Anti-Doping Organisation/s* in accordance with the *Code* and *International Standards*, the *NAD scheme*, the *ITF's* Anti-Doping Policy and this Policy, and to keep this information updated at all times.
- 10.1.2** *ASADA* shall coordinate the identification of *Athletes* in its *Registered Testing Pool* and the collecting of current location information and shall submit these to *WADA*. Information may also be shared with the *ITF*. This information shall be maintained by those bodies in strict confidence at all times and shall be used exclusively for purposes of planning, coordinating or conducting *Testing* or establishing anti-doping rule violations under Article 6.4.

### **10.2    International-Level and National-Level Athletes**

- 10.2.1** Any *Athlete* included in the *ITF's Registered Testing Pool* must provide whereabouts information in accordance with the applicable requirements as set out in the *International Standard for Testing* and as determined by the *ITF*.
- 10.2.2** Any *Athlete* included in *ASADA's Registered Testing Pool* must provide whereabouts information in accordance with the applicable requirements as set out in the *International Standard for Testing*, the *NAD scheme* and as determined by *ASADA*.
- 10.2.3** Where an *Athlete* has been designated for inclusion in both the *ITF's* and *ASADA's Registered Testing Pools*, the *Athlete* may only be required to provide whereabouts information to *ASADA*. *ASADA* will then be responsible for notifying the *ITF* that it is receiving the *Athlete's* whereabouts information and for sharing the relevant information with the *ITF* and other relevant *Anti-Doping Organisations* in accordance with the *Code* and the *International Standard for Testing*. *Athletes* will be advised by *ASADA* or *TA* if the *ITF* is accepting athlete whereabouts information collected from *ASADA* and that therefore they need only submit whereabouts to *ASADA*, and must consent to the sharing of this information.
- 10.2.4** An *Athlete* who has been designated for inclusion in *ASADA's Registered Testing Pool* shall continue to be subject to the whereabouts requirements of *ASADA* unless and until:
- (a) he or she retires from *Competition* in accordance with Article 11; or

- (b) he or she has been given written notice by ASADA that he or she is no longer designated for inclusion in the ASADA's *Registered Testing Pool*.

### 10.3 Whereabouts Failures

- 10.3.1** In accordance with Article 6.4, an *Athlete* in a *Registered Testing Pool* will be deemed to have committed an anti-doping rule violation if he or she commits a total of three (3) *Whereabouts Failures* (which may be three *Filing Failures*, or three *Missed Tests*, or any combination of *Filing Failures* and *Missed Tests* adding up to three in total) in any eighteen (18) month period. This 18 month period is a rolling period that starts to run on each date that an *Athlete* commits a *Whereabouts Failure*.
- 10.3.2** More than one *Anti-Doping Organisation* may have jurisdiction to *Test* an *Athlete* who has been designated for inclusion in a *Registered Testing Pool*. For the purposes of Article 10.3.1 above and in accordance with Article 25, ASADA shall recognise and respect *Filing Failures* and *Missed Tests* declared by other *Anti-Doping Organisations* pursuant to the *International Standard for Testing*, and those *Filing Failures* and *Missed Tests* shall be combined for the purposes of Article 6.4. As a consequence, any *Athlete* who commits any three *Whereabouts Failures* in any 18 month period shall be deemed to have committed an anti-doping rule violation under Article 6.4, irrespective of which *Anti-Doping Organisation/s* have/has declared the *Whereabouts Failures* in question.

## ARTICLE 11 RETIREMENT AND RETURN TO COMPETITION

### 11.1 International-Level Athletes

- 11.1.1** An *Athlete* who has been identified by the *ITF* for inclusion in its *Registered Testing Pool* shall be subject to the *ITF's* retirement and return to *Competition* requirements, to the exclusion of article 11.2 below.
- 11.1.2** *Athletes* wishing to retire should contact *TA* to determine if they are in the *ITF's Registered Testing Pool (IRTP)* and therefore are required to follow the *ITF's* procedures. *TA* shall immediately notify ASADA of the retirement or reinstatement of any *Athlete* in the *IRTP* and provide copies of the correspondence from the *ITF* confirming this retirement/reinstatement.

### 11.2 National level Athletes

*Athletes* in ASADA's *Registered Testing Pool* or *Domestic Testing Pool* shall be subject to the following requirements:

- 11.2.1** An *Athlete* who wants to retire from *Competition* must do so by notifying ASADA by fully completing and forwarding to ASADA the ASADA "RETIREMENT NOTIFICATION FORM" (retirement notification)<sup>4</sup>. Retirement notifications that

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<sup>4</sup> ASADA RETIREMENT NOTIFICATION FORM is accessible at *Australian Sports Anti-Doping Authority* ([www.asada.gov.au](http://www.asada.gov.au)).

are not fully completed will not be accepted and will be returned to the *Athlete* for completion. An *Athlete's* retirement date will be the date ASADA receives the fully completed retirement notification.

**11.2.2** Upon receipt of a notification in accordance with Article 11.2.1, ASADA will, as soon as reasonably practicable, provide the *Athlete* and TA with a written confirmation of the *Athlete's* retirement.

**11.2.3** Retirement does not:

- (a) excuse the *Athlete* from giving a *Sample* requested on or before their retirement date, or a *Sample* required as part of an investigation commenced prior to their retirement date;
- (b) excuse the *Athlete* from assisting, cooperating and liaising with ASADA and other *Anti-Doping Organisations* in relation to the conduct of any investigation or hearing into an alleged anti-doping rule violation;
- (c) prevent the analysis of a *Sample* given by the *Athlete* on or before their retirement date;
- (d) affect the results of *Testing* under (a) or (b) above;
- (e) exempt the *Athlete* from this Policy in relation to an anti-doping rule violation committed on or before their retirement date; or
- (f) affect ASADA's or TA's power to conduct results management (see Article 14.9).

**11.2.4** An *Athlete* who has retired in accordance with Article 11.2.1 and who wishes to return to *Competition*, must do so by notifying ASADA by fully completing and forwarding the ASADA "REQUEST FOR REINSTATEMENT FORM" (reinstatement request). Reinstatement requests that are not fully completed will not be accepted and will be returned to the *Athlete* for completion. The *Athlete's* reinstatement request date will be the date ASADA receives the fully completed reinstatement request. TA will make the decision whether to reinstate an *Athlete* in consultation with ASADA.

**11.2.5** Upon receipt of notification in accordance with Article 11.2.4, ASADA will, as soon as reasonably practicable:

- (a) provide the *Athlete* with a written confirmation of the outcome of the *Athlete's* reinstatement request; and
- (b) if the reinstatement request is approved by TA, provide TA with a written confirmation of ASADA's acceptance of the *Athlete's* reinstatement.

**11.2.6** If reinstatement is granted then this Policy will apply to the *athlete* from the date of their reinstatement request. An *Athlete* who is reinstated pursuant to Article 11.2.4 may not compete in *Competitions* and *Events* conducted by or under the auspices of TA for a period of six (6) months from the date of the reinstatement request.

**11.2.7** An *Athlete* must be available for unannounced *Out-of-Competition Testing* in accordance with this Policy from the date of their reinstatement request. Being available for *Out-of-Competition Testing* means that an *Athlete* has complied with any request by an *Anti-Doping Organisation* to provide a *Sample*, and any *Athlete* who is designated for inclusion in the *ITF's* or *ASADA's Registered Testing Pool* has complied with whereabouts requirements set out in Article 10.

**11.2.8** Decisions of TA in relation to the reinstatement request of an *Athlete* may be appealed to CAS or a *Tribunal* specified in Article 23 by the *Athlete* or ASADA.

## **ARTICLE 12 TESTING**

### **12.1 Submit to Testing**

All *Athletes* must comply with any request for *Testing* by an *Anti-Doping Organisation* with *Testing* jurisdiction, including ASADA.

### **12.2 Standards for Testing**

*Anti-Doping Organisations* with *Testing* jurisdiction shall conduct such *Testing* in conformity with the *International Standard for Testing* in force at the time of *Testing*.

### **12.3 Selection of Athletes for Testing**

**12.3.1** Where required by the *ITF*, *TA*, *ATP*, *WTA* or a *Major Event Organisation*, *Athletes* shall be selected for *Testing In-Competition* in accordance with the applicable rules of the *ITF*, *ATP*, *WTA* or the *Major Event Organisation*.

**12.3.2** Notwithstanding any other regulations, ASADA may test any *Athlete*, any time, anywhere, in accordance with the *Code*, the ASADA Act and the NAD scheme.

## **ARTICLE 13 ANALYSIS OF SAMPLES**

*Samples* collected under this Policy shall be analysed in accordance with the following principles:

### **13.1 Use of WADA Approved Analysis**

For the purposes of Article 6.1 (Presence of a *Prohibited Substance* or its *Metabolites* or *Markers*), *Samples* will be analysed only in WADA-accredited laboratories or as otherwise approved by WADA.

### **13.2 Purpose of Collection and Analysis of Samples**

*Samples* shall be analysed to detect *Prohibited Substances* and *Prohibited Methods*

identified on the *Prohibited List* and other substances as may be directed by WADA pursuant to Article 4.5 of the *Code* (WADA's Monitoring Program), or to assist an *Anti-Doping Organisation* in profiling relevant parameters in an *Athlete's* urine, blood or other matrix, including DNA or genomic profiling, for anti-doping purposes.

### **13.3 Research on Samples**

No *Sample* may be used for any purpose other than as described in Article 13.2 without the *Athlete's* written consent. *Samples* used for purposes other than Article 13.2 shall have any means of identification removed such that they cannot be traced back to a particular *Athlete*.

### **13.4 Standards for Sample Analysis and Reporting**

Laboratories shall analyse *Samples* and report results in conformity with the *International Standard* for Laboratories.

### **13.5 Retesting Samples**

A *Sample* may be reanalysed for the purpose of Article 13.2 at any time exclusively at the direction of the *Anti-Doping Organisation* that initiated the *Sample* collection or WADA. The circumstances and conditions for retesting *Samples* shall conform to the requirements of the *International Standard* for Laboratories.

## **ARTICLE 14 INVESTIGATIONS**

**14.1** When any *Person* bound by this Policy has information relevant to a possible anti-doping rule violation, that *Person* must immediately pass such information to TA and ASADA. The *Person* must act in a discreet and confidential manner in discharging their obligations under this Policy. The deliberate or wilful withholding of information relevant to a potential anti-doping rule violation from TA or ASADA by an *Athlete* or other *Person* may constitute an anti-doping rule violation or a breach to be dealt with under this Policy.

**14.2** Where an investigation is required to determine whether an anti-doping rule violation may have occurred under this Policy, ASADA will conduct the investigation in accordance with the Australian Government Investigations Standard, the *Code*, relevant *International Standards*, the *ASADA Act 2006* and the *NAD scheme*, as in force from time to time.

**14.3** Where ASADA believes it is appropriate to do so, ASADA may, in its discretion, advise TA of an ASADA investigation. ASADA may also consult affected/interested parties about their participation in any investigation. Any disclosure of information regarding an investigation will be in accordance with the *Code*, the *ASADA Act 2006*, the *NAD scheme*, the *Privacy Act 1988* and the Australian Government Investigations Standard, as in force from time to time.

**14.4** TA may, with prior written agreement from ASADA, carry out its own investigation into the matter or related matters, provided TA does so in coordination with any investigation being undertaken by ASADA and seeks ASADA's input into such investigation.

- 14.5** All *Persons* bound by this Anti-Doping Policy and *TA* must assist, cooperate, and liaise with *ASADA* in relation to any investigation into an alleged anti-doping rule violation.

## **ARTICLE 15 RESULTS MANAGEMENT**

- 15.1** *ASADA* and *TA* will recognise the results of laboratory analysis of *Samples* conducted by *WADA*-accredited laboratories in accordance with the *International Standard for Testing*.
- 15.2** *TA* must recognise any determination or finding by *ASADA* or another *Anti-Doping Organisation* that an anti-doping rule violation may have occurred.
- 15.3** *ASADA* shall manage the results of all potential anti-doping rule violations under this Anti-Doping Policy in accordance with Article 7 of the *Code*, the *ASADA Act 2006* and the *NAD scheme*, as in force from time to time.
- 15.4** *ASADA* will conduct any follow up investigation and be responsible for notification of an alleged anti-doping rule violation and all matters incidental thereto, in accordance with the *Code*, the *ASADA Act 2006* and the *NAD scheme*, as in force from time to time.
- 15.5** Any determination or finding by *ASADA* or another *Anti-Doping Organisation* that an anti-doping rule violation may have occurred shall be dealt with pursuant to Article 19 of this Policy.
- 15.6** *ASADA*, *TA* and any other relevant parties will only disclose or use information about a *Person* who is alleged to have, or has committed an anti-doping rule violation as permitted under the *Code*, the *ASADA Act 2006*, the *NAD scheme* and the Confidentiality Undertaking signed between *ASADA* and *TA*.
- 15.7** The *Review Board* may refer the matter to hearing in accordance with Article 20 unless the *Person* in writing acknowledges that they have admitted the anti-doping rule violation, and waives the right to a hearing in relation to whether the *Person* committed an anti-doping rule violation and what sanction will apply.
- 15.8** If the *Person* does not respond within 14 days, or another period of time as agreed by *TA*, a hearing can be held in absentia or *TA*, in consultation with *ASADA* and other relevant parties, where applicable, may apply a sanction in accordance with Article 21.
- 15.9** If an *Athlete* or other *Person* retires while a results management process is underway, *TA* retains jurisdiction to complete its results management process. If an *Athlete* or other *Person* retires before any results management process has begun, so long as *TA* would have had results management jurisdiction over the *Athlete* or other *Person* at the time the *Athlete* or other *Person* committed an anti-doping rule violation, *TA* will have jurisdiction to conduct results management.

## **ARTICLE 16 REVIEW BOARD**

### **16.1 Responsibilities of the Review Board**

- 16.1.1** The *Review Board* shall provide general assistance to *TA* on doping issues and shall carry out the functions assigned to it under this Article 16 and elsewhere in this Policy.



**16.1.2** There shall be no obligation for the *Review Board* to meet in person to deliberate. Any decision by the *Review Board* that the *Person* has a case to answer under Article 6 of this Policy must be unanimous.

**16.2 Referrals to the Review Board that involve evidence other than Adverse Analytical Findings**

**16.2.1** Where a matter is referred to the *Review Board* that involves evidence of an anti-doping rule violation other than an *Adverse Analytical Finding*, pursuant to Article 14 of the Policy or otherwise, the *APA* shall notify the *Review Board* members who will review the evidence to determine whether there is a case to answer under Article 6 of the Policy.

**16.2.2** Where they consider it appropriate to do so, the *Review Board* members may give the *Person(s)* implicated in the alleged anti-doping rule violation an opportunity, subject to a strict timetable set by the *Review Board*, to make any submissions that he or she may wish to make, and shall take such submissions (if any) into account in making its determination. A formal hearing is not required to be held. The *Review Board* shall determine how the submissions should be made, such as (for example) in writing, or by telephone conference or other media.

**16.2.3** Where the *Review Board* concludes that there is no case to answer under Article 6 of the Policy, no further action shall be taken. *TA* shall notify *ASADA*, the *ITF*, *WADA* and any other body entitled to appeal under Article 23, of the decision of the *Review Board*.

**16.2.4** Where the *Review Board* concludes that there is a case to answer under Article 6 of the Policy, the matter shall proceed to a hearing in accordance with Article 18 of the Policy.

**ARTICLE 17 PROVISIONAL SUSPENSIONS**

**17.1 Mandatory Provisional Suspension after A Sample Adverse Analytical Finding**

Where an *A Sample Adverse Analytical Finding* is received for a *Prohibited Substance* other than a *Specified Substance*, *TA*, in consultation with *ASADA*, will promptly impose a *Provisional Suspension* on the *Athlete*.

**17.2 Optional Provisional Suspension based on "A" Sample Adverse Analytical Finding for Specified Substances or other anti-doping rule violations**

Where an *"A" Sample Adverse Analytical Finding* is received for a *Specified Substance* or *TA* receives initial notification about another anti-doping rule violation, *TA*, in consultation with *ASADA*, may impose a *Provisional Suspension* on the *Athlete*, *Athlete Support Personnel* or other *Person* at any time prior to the final hearing as described in Article 18.

**17.3 Provisional or Expedited Hearing**

**17.3.1** A *Provisional Suspension* may not be imposed unless the *Athlete* or other *Person* is given either: (a) an opportunity for a *Provisional Hearing* either before



imposition of the *Provisional Suspension* or on a timely basis after imposition of the *Provisional Suspension*; or (b) an opportunity for an expedited hearing in accordance with Article 19 on a timely basis after imposition of a *Provisional Suspension*.

**17.3.2** TA will convene any *Provisional Hearing* and will present the case at any *Provisional Hearing*.

#### **17.4 Prize Money**

Notwithstanding anything in this Article 17, the following proportions of the prize money won by an *Athlete* subsequent to the date that the notice specified in Article 19.2, below, is sent to him or her shall be withheld by TA pending the *Tribunal's* decision:

<u>Total aggregate prize money</u>	<u>Percentage withheld</u>
\$US0-7,500	0%
\$US7,501-27,500	50%
\$US27,501+	100%

If the final decision of the *Tribunal* does not require the forfeiture of such withheld prize money, then it shall be returned without delay to the *Athlete*, together with any interest earned on the money shall be retained by TA.

#### **17.4 "B" Sample Analysis Not Confirming "A" Sample Analysis**

If a *Provisional Suspension* is imposed based on an "A" *Sample Adverse Analytical Finding* and a subsequent B *Sample* analysis does not confirm the "A" *Sample* analysis, then the *Athlete* will not be subject to any further *Provisional Suspension* on account of a violation of Article 6.1 (Presence of a *Prohibited Substance* or its *Metabolites* or *Markers*). In circumstances where the *Athlete* (or the *Athlete's* team if applicable) has been removed from a *Competition* based on a violation of Article 6.1 and the subsequent "B" *Sample* analysis does not confirm the "A" *Sample* analysis, if, without otherwise affecting the *Competition*, it is still possible for the *Athlete* or team to be reinserted, the *Athlete* or team may continue to take part in the *Competition*.

#### **17.5 Public Disclosure of Provisional Suspension**

As a general rule, the *Provisional Suspension* of a *Person* under this Policy will not be *Publicly Disclosed*. However, subject to Article 24.1.2, ASADA or TA may, if they consider it appropriate, *Publicly Disclose* the reasons for the *Provisional Suspension* so long as such disclosure will not be unfairly prejudicial to the interests of the *Person*. ASADA and the *Athlete* must be consulted prior to any such disclosure by TA and ASADA must provide consent to the disclosure.

### **ARTICLE 18 RIGHT TO A FAIR HEARING**

#### **18.1 Fair Hearings**

Any *Person* who is asserted to have committed an anti-doping rule violation under this Anti-Doping Policy is entitled to be provided with a hearing process. Such hearing process shall address whether an anti-doping rule violation was committed and, if so,

the appropriate *Consequences*. All hearings conducted pursuant to this Article 18 will respect the following principles:

- 18.1.1** a timely hearing;
- 18.1.2** a fair and impartial hearing body;
- 18.1.3** the right to representation at the *Person's* own expense;
- 18.1.4** the right to be informed in a fair and timely manner of the asserted anti-doping rule violation;
- 18.1.5** the right to respond to the asserted anti-doping rule violation and resulting *Consequences*;
- 18.1.6** the right of each party to present evidence, including the right to call and question witnesses (subject to the *Tribunal's* discretion to accept testimony by telephone or written submission);
- 18.1.7** the *Person's* right to an interpreter at the hearing, with the *Tribunal* to determine the identity, and responsibility for the cost, of the interpreter; and
- 18.1.8** a timely, written, reasoned decision, specifically including an explanation of the reason(s) for any period of *Ineligibility*.

Subject to these principles, the hearing will be conducted in the manner that the hearing body determines is appropriate, with as little formality and technicality, and as quickly, as proper consideration of the issue permits.

## **18.2 Event Hearings**

Hearings held in connection with *Events* may be conducted by an expedited process as permitted by the rules of the relevant *Anti-Doping Organisation* and the *Tribunal*.

## **18.3 Expedited Hearings**

Hearings pursuant to this Article shall be completed as soon as reasonably practicable. Matters may be marked for expedited or 'urgent' hearing where required. Factors to be considered when determining whether or not a matter should be marked for expedited hearing include but are not limited to the proximity of upcoming *Events* or *Competitions*, including training and qualifying for such *Events* or *Competitions*, the nature of the anti-doping rule violation, and whether or not a *Provisional Suspension* has been imposed.

## **18.4 Waiver of Hearing**

The right to a hearing may be waived either expressly or by the *Athlete's* or other *Person's* failure to challenge *TA's* assertion that an anti-doping rule violation has occurred within the specific time period provided in Article 15 (Results Management). Where no hearing occurs, *TA* shall submit to the organisations described in Article 19.21 a reasoned decision explaining the action taken.

# **ARTICLE 19 DUE PROCESS**

## **19.1 Commencing proceedings before the *Tribunal***

**19.2** Where there is an *Adverse Analytical Finding* or when the *Review Board* determines, pursuant to Article 16 that the *Participant* in question has a case to answer under Article 6, the *APA* shall appoint a *Tribunal* to hear the matter. The *Tribunal* will consist of three members made up of the following: a lawyer who will act as chair, a medical expert and a technical expert, all of whom are preferably experienced in anti-doping issues.

**19.3** The *APA* shall send a written notice to the *Participant* ("Hearing Notice"), setting out the following:

**19.3.1** the anti-doping rule violation(s) alleged to have been committed, including the specific Article(s) of this Policy alleged to have been infringed, and the facts upon which such allegations are based;

**19.3.2** the *Consequences* prescribed under the Policy if it is found that such anti-doping rule violation has been committed;

**19.3.3** the *Participant's* entitlement, if he or she so elects, to have the matter determined by the *Tribunal*, at a hearing conducted in accordance with this Article 19; and

**19.3.4** the *Participant's* obligation to provide a written request to the *APA* within 10 days of receipt of the Hearing Notice that the *Participant* elects to have the matter determined by the *Tribunal*.

Any Hearing Notice sent by ordinary post is deemed to be served on the *Participant* on the third business day if sent to the *Participant's* last known address notified by the *Participant* to TA.

**19.4** The APA will:

**19.4.1** immediately disclose relevant information about a *Participant* who is alleged to have or has committed an anti-doping rule violation under this Policy to the *ITF*, *ASADA* and *AOC* or *APC* (whichever is appropriate);

**19.4.2** consult the *ITF*, *ASADA* and *AOC* or *APC* (in the case of Olympic team members), about their participation in any investigation or hearing;

**19.4.3** assist in any investigation and hearing on behalf of the *ITF*, *ASADA* and *AOC* or *APC*; and

**19.4.4** consult the *ITF*, *ASADA* and *AOC* or *APC* about a joint referral to a hearing.

**19.5** If the *Participant* fails to file a written request for such a hearing within 10 days of receipt of a Hearing Notice the *Participant* shall be deemed:

**19.5.1** to have waived his or her entitlement to a hearing;

**19.5.2** to have admitted that he or she has committed the anti-doping rule violation(s) specified in the Hearing Notice; and

**19.5.3** to have acceded to the *Consequences* specified in the Hearing Notice.

In such circumstances, a hearing before the *Tribunal* shall not be required. Instead, the *Tribunal* shall promptly issue a decision confirming the commission of the anti-doping rule violation(s) alleged in the Hearing Notice, and ordering the imposition of such *Consequences* (including, where this Policy specifies a range of possible *Consequences*, specifying what the *Consequences* should be in that particular case).

**19.6** The *Participant* shall be entitled at any stage to admit that he or she has committed the anti-doping rule violation(s) specified in the Hearing Notice and to accede to the *Consequences* specified in the Hearing Notice. Where a range of possible *Consequences* is specified in the Policy, written submissions may be made by or on behalf of the *Participant* in mitigation at the time of admission of the anti-doping rule violation, and the *Tribunal* shall be entitled to take those submissions into account, as well as any rebuttal submitted by TA, in determining what *Consequences* should apply. . In such circumstances, a hearing before the *Tribunal* shall not be required. Instead, the *Tribunal* shall promptly issue a decision confirming the commission of the anti-doping rule violation(s) specified in the Hearing Notice, and ordering the imposition of such *Consequences* (including, where this Policy specifies a range of possible *Consequences*, specifying what the *Consequences* should be in that particular case).

**19.7** If the alleged anti-doping rule violation identified in the Hearing Notice involves one or more of the specified substances identified in Article 21, below, then the *Participant* may elect to have the matter heard by the Chairman of the *Tribunal* sitting alone; provided that, if the *Participant* seeks to make such election after the meeting referred to at Article 19.9 has taken place, then the Chairman may in his/her discretion decline to hear the matter sitting alone.

- 19.8** If, because of a legitimate objection or for any other reason, a member of the *Tribunal* appointed to hear a particular case is or becomes unwilling or unable to hear the case, then the Chairman of the *Tribunal* may, at his/her absolute discretion, appoint another member of the *Tribunal* as a replacement; or authorise the remaining members appointed to hear the case on their own. At all times the Tribunal will consist of 2 members.
- 19.9** No more than 10 days after the date of the Hearing Notice issued pursuant to Article 19.3 is deemed to be served, the Chairman of the *Tribunal* shall convene a meeting with TA and its legal representatives, and the *Participant* to whom the Hearing Notice was sent and his or her legal representatives, to take jurisdiction formally over the matter and to address any pre-hearing issues. The meeting may be held in person or by telephone conference call. The non-attendance of the *Participant* or his or her representative at the meeting, after proper notice of the meeting has been provided, shall not prevent the Chairman of the *Tribunal* from proceeding with the meeting in the *Participant's* absence, whether or not any written submissions are made on the *Participant's* behalf. In particular (but without limitation), the Chairman shall:
- 19.9.1** determine the date(s) (which must be at least twenty-one days after the meeting, unless the parties consent to a shorter period) upon which the hearing shall be held. Subject to the foregoing sentence, the hearing shall be commenced as soon as practicable after the Hearing Notice is sent;
- 19.9.2** establish dates reasonably in advance of the date of the hearing at which:
- (a) TA shall submit a brief with argument on all issues that TA wishes to raise at the hearing, a list of the witnesses that TA intends to call at the hearing, a summary of the subject areas of the witness's anticipated testimony and enclosing copies of the exhibits that TA intends to introduce at the hearing;
  - (b) the *Participant* shall submit an answering brief, addressing TA's arguments and setting out argument on the issues that the *Participant* wishes to raise at the hearing, as well as a list of the witnesses that the *Participant* intends to call at the hearing, a summary of the subject areas of the witness's anticipated testimony and enclosing copies of the exhibits that the *Participant* intends to introduce at the hearing; and
  - (c) TA may submit a reply brief, responding to the *Participant's* answering brief and listing any rebuttal witnesses, a summary of subject areas of the rebuttal witness's anticipated testimony or exhibits; and
- 19.9.3** make such order as the Chairman shall deem appropriate in relation to the production of relevant documents and/or other materials between the parties; provided that save for good cause shown, no documents and/or other materials shall be ordered to be produced in relation to the laboratory analysis resulting in an *Adverse Analytical Finding* beyond the documents that are required, pursuant to the *International Standard* for Laboratories.
- 19.20 Conduct of Hearings Before the Tribunal.**

- 19.20.1** Subject to the *Tribunal's* discretion to order otherwise for good cause shown, hearings before the *Tribunal* shall be conducted on a confidential basis. Save where the *APA* determines otherwise for good cause shown by a party, the hearings shall take place in Melbourne.
- 19.20.2** The *Participant* has the right to be present and to be heard at the hearing. The *Participant* also has the right (at the *Participant's* expense) to be represented at the hearing by legal counsel of the *Participant's* choosing. The *Participant* may choose not to appear in person at the hearing, but rather to provide a written submission for consideration by the *Tribunal*, in which case the *Tribunal* shall consider the submission in its deliberations subject to the *Participant* filing such submissions in accordance with the deadline set by the Chairman. However, the non-attendance of the *Participant* or his or her representative at the hearing, after proper notice of the hearing has been provided, shall not prevent the *Tribunal* from proceeding with the hearing in his or her absence, whether or not any written submissions are made on his or her behalf.
- 19.20.3** The procedure followed at the hearing shall be at the discretion of the Chairman of the *Tribunal*, provided that the hearing is conducted in a fair manner with a reasonable opportunity for each party to present evidence (including the right to call and to question witnesses), address the *Tribunal* and present his, her or its case.
- 19.20.4** Members of the *Review Board* may be invited to attend the hearing in order to assist *TA* and the *Tribunal* wherever necessary.
- 19.20.5** *TA* shall make arrangements to have the hearing recorded or transcribed (save for the private deliberations of the *Tribunal*) and the *Participant* shall have the right to receive upon request a recording or transcription of the proceedings, at *TA's* expense.

#### **19.21 Right to Attend Hearings**

*TA*, the *ITF*, *ASADA*, *ATP*, *WTA* or other *Major Event Organisations* where applicable, relevant *SIS/SAS* and *WADA* shall have the right to attend hearings as an observer or interested affected party. It shall be the duty of *TA* to inform those relevant parties of such right to attend as an observer or interested/affected party as applicable. If those parties fail to respond to such notification within 14 days, they shall be taken to have waived their right to so participate.

#### **19.22 TA Tribunal Determination**

- 19.22.1** The *Tribunal* will determine:
- (a) if the Person has committed a violation of this Anti-Doping Policy;
  - (b) if so, what *Consequences* will apply (including the start date for any period of *Ineligibility*); and
  - (c) any other issues such as, but not limited to, reimbursement of costs and funding.

**19.22.2** *Consequences* will be in accordance with Article 21.

**19.22.3** The *Tribunal* shall have discretion, where fairness requires, to establish an instalment plan for repayment of any funding or costs awarded pursuant to Article 19.22.1(c). For the avoidance of doubt, the schedule of payments pursuant to such plan may extend beyond any period of *Ineligibility* imposed upon the *Person*.

### **19.23 Written Decision**

The *Tribunal* will give the parties a written statement of:

**19.23.1** the findings of the hearing and brief reasons for the findings;

**19.23.2** what *Consequences* (if any) will apply; and

**19.23.3** any other issues such as, but not limited to, reimbursement of costs and funding.

### **19.24 Public Disclosure of Hearing Outcomes**

TA shall report the outcome of all anti-doping rule violations in accordance with the *Code*, the *ASADA Act 2006* and the *NAD scheme*, as in force from time to time.

### **19.25 Appeals and Review**

**19.25.1** Decisions by the *Tribunal* at first instance may be appealed as provided in Article 23.

**19.25.2** Decisions by the *Tribunal* at first instance shall not be subject to further administrative review at the national level except as provided in Article 23 or required by applicable law.

### **19.26 Use of Information Arising During Hearings**

If, during a hearing, a party to the hearing process implicates a third party in a potential anti-doping rule violation, then *ASADA* may use any such information that arises as a result of the CAS or *Tribunal* process without having to first seek the permission of CAS, the *Tribunal* or the parties. This clause overrides R43 of the CAS Code of Sports-related Arbitration to the extent of any inconsistency.

## **ARTICLE 20 AUTOMATIC DISQUALIFICATION OF INDIVIDUAL RESULTS**

An anti-doping rule violation in *Individual Sports* in connection with an *In-Competition* test automatically leads to *Disqualification* of the result obtained in that *Competition* with all resulting *Consequences*, including forfeiture of any medals, points and prizes.

## ARTICLE 21 SANCTIONS ON INDIVIDUALS

### 21.1 *Disqualification of Results in the Event During which an Anti-Doping Rule Violation Occurs.*

An anti-doping rule violation occurring during or in connection with an *Event* may, upon the decision of the ruling body of the *Event*, lead to *Disqualification* of all of the *Athlete's* individual results obtained in that *Event* with all *Consequences*, including forfeiture of all medals, points and prizes, except as provided in Article 21.1.1.

**21.1.1** If the *Athlete* establishes that he or she bears *No Fault or Negligence* for the violation, the *Athlete's* individual results in the other *Competitions* shall not be *Disqualified* unless the *Athlete's* results in *Competitions* other than the *Competition* in which the anti-doping rule violation occurred were likely to have been affected by the *Athlete's* anti-doping rule violation.

### 21.2 *Ineligibility for Presence, Use or Attempted Use, or Possession of Prohibited Substances and Prohibited Methods*

The period of *Ineligibility* imposed for a violation of Article 6.1 (Presence of a *Prohibited Substance* or its *Metabolites* or *Markers*), Article 6.2 (Use or Attempted Use of a *Prohibited Substance* or *Prohibited Method*) or Article 6.6 (Possession of *Prohibited Substances* and *Prohibited Methods*) shall be as follows, unless the conditions for eliminating or reducing the period of *Ineligibility*, as provided in Articles 21.5 and 21.6, or the conditions for increasing the period of *Ineligibility*, as provided in Article 21.7, are met:

First violation: Two (2) years' *Ineligibility*.

### 21.3 *Ineligibility for Other Anti-Doping Rule Violations*

The period of *Ineligibility* for anti-doping rule violations other than as provided in Article 21.2 shall be as follows:

**21.3.1** For violations of Article 6.3 (Refusing or Failing to Submit to *Sample* Collection) or Article 6.5 (*Tampering* with *Doping Control*), the *Ineligibility* period shall be two (2) years unless the conditions provided in Article 21.6, or the conditions provided in Article 21.7, are met.

**21.3.2** For violations of Articles 6.7 (*Trafficking* or *Attempted Trafficking*) or 6.8 (Administration or *Attempted* Administration of a *Prohibited Substance* or *Prohibited Method*), the period of *Ineligibility* imposed shall be a minimum of four (4) years up to lifetime *Ineligibility* unless the conditions provided in Article 21.6 are met. An anti-doping rule violation involving a *Minor* shall be considered a particularly serious violation and, if committed by *Athlete Support Personnel* for violations other than Specified Substances referenced in Article 8.3.2, shall result in lifetime *Ineligibility* for *Athlete Support Personnel*. In addition, significant violations of Articles 6.7 or 6.8 which may also violate non-sporting laws and regulations shall be reported to the competent administrative, professional or judicial authorities.



- 21.3.3** For violations of Article 6.4 (*Whereabouts Filing Failures and/or Missed Tests*), the period of *Ineligibility* shall be at a minimum one (1) year and at a maximum two (2) years based on the *Athlete's* degree of fault.

#### **21.4 Additional Sanction**

- 21.4.1** TA, the ASC, AOC, APC, ACGA and/or any relevant State or Territory Institute or Academy of Sport may, where applicable, require the *Athlete* or other *Person* to repay all funding and grants received from the relevant body, subsequent to the occurrence of the anti-doping rule violation. The *Tribunal* can make a determination of this, following submissions from the relevant parties. However, no financial sanction may be considered a basis for reducing the period of *Ineligibility* or other sanction which would otherwise be applicable under this Policy. Repayment of funding and grants may be made a condition of reinstatement.
- 21.4.2** The *Tribunal* may determine, in addition to applying a sanction in accordance with this Article 21, that a *Person* who has committed an anti-doping rule violation, is required to go to counselling for a specified period as a condition of reinstatement.
- 21.4.3** Where the hearings or appeals panel determines that an employee or contractor of TA has committed an anti-doping rule violation, TA will take disciplinary action against the employee or contractor.

#### **21.5 Elimination or Reduction of the Period of *Ineligibility* for Specified Substances under Specific Circumstances**

Where an *Athlete* or other *Person* can establish how a Specified Substance entered his or her body or came into his or her *Possession* and that such Specified Substance was not intended to enhance the *Athlete's* sport performance or mask the *Use* of a performance-enhancing substance, the period of *Ineligibility* found in Article 21.2 shall be replaced with the following:

First violation: At a minimum, a reprimand and no period of *Ineligibility* from future *Events*, and at a maximum, two (2) years of *Ineligibility*.

To justify any elimination or reduction, the *Athlete* or other *Person* must produce corroborating evidence in addition to his or her word which establishes to the comfortable satisfaction of the *Tribunal* the absence of an intent to enhance sport performance or mask the *Use* of a performance-enhancing substance. The *Athlete's* or other *Person's* degree of fault shall be the criterion considered in assessing any reduction of the period of *Ineligibility*.

#### **21.6 Elimination or Reduction of Period of *Ineligibility* Based on Exceptional Circumstances.**

##### **21.6.1 *No Fault or Negligence***

If an *Athlete* establishes in an individual case that he or she bears *No Fault or Negligence*, the otherwise applicable period of *Ineligibility* shall be eliminated. When a *Prohibited Substance* or its *Markers* or *Metabolites* is detected in an *Athlete's Sample* in violation of Article 6.1 (Presence of

*Prohibited Substance*), the *Athlete* must also establish how the *Prohibited Substance* entered his or her system in order to have the period of *Ineligibility* eliminated. In the event this Article is applied and the period of *Ineligibility* otherwise applicable is eliminated, the anti-doping rule violation shall not be considered a violation for the limited purpose of determining the period of *Ineligibility* for multiple violations under Article 21.8.

**21.6.2** *No Significant Fault or Negligence*

If an *Athlete* or other *Person* establishes in an individual case that he or she bears *No Significant Fault or Negligence*, then the otherwise applicable period of *Ineligibility* may be reduced, but the reduced period of *Ineligibility* may not be less than one-half of the period of *Ineligibility* otherwise applicable. If the otherwise applicable period of *Ineligibility* is a lifetime, the reduced period under this Article may be no less than eight (8) years. When a *Prohibited Substance* or its *Markers* or *Metabolites* is detected in an *Athlete's Specimen* in violation of Article 6.1 (Presence of *Prohibited Substance*), the *Athlete* must also establish how the *Prohibited Substance* entered his or her system in order to have the period of *Ineligibility* reduced.

**21.6.3** *Substantial Assistance* in Discovering or Establishing Anti-Doping Rule Violations

CAS or the *Tribunal* may, prior to a final appellate decision under Article 24 or the expiration of the time to appeal, suspend a part of the period of *Ineligibility* imposed in an individual case where the *Athlete* or other *Person* has provided *Substantial Assistance* to ASADA, another *Anti-Doping Organisation*, criminal authority or professional disciplinary body which results in ASADA or another *Anti-Doping Organisation* discovering or establishing an anti-doping rule violation by another *Person* or which results in a criminal or disciplinary body discovering or establishing a criminal offence or the breach of professional rules by another *Person*. After a final appellate decision under Article 23 or the expiration of time to appeal, ASADA and TA may suspend a part of the otherwise applicable period of *Ineligibility* but only with the approval of WADA and the ITF. The extent to which the otherwise applicable period of *Ineligibility* may be suspended shall be based on the seriousness of the anti-doping rule violation committed by the *Athlete* or other *Person* and the significance of the *Substantial Assistance* provided by the *Athlete* or other *Person* to the effort to eliminate doping in sport. No more than three-quarters of the otherwise applicable period of *Ineligibility* may be suspended. If the otherwise applicable period of *Ineligibility* is a lifetime, the non-suspended period under this section must be no less than eight (8) years. If any part of the otherwise applicable period of *Ineligibility* is suspended under this Article, the body so suspending it shall promptly provide a written justification for its decision to each *Anti-Doping Organisation* having a right to appeal the decision. If any part of the suspended period of *Ineligibility* is subsequently reinstated because the *Athlete* or other *Person* has failed to provide the *Substantial Assistance* which was anticipated, the *Athlete* or other *Person* may appeal the reinstatement pursuant to Article 23.

**21.6.4** Admission of an Anti-Doping Rule Violation in the Absence of Other Evidence.

Where an *Athlete* or other *Person* voluntarily admits the commission of an anti-doping rule violation before having received notice of a *Sample* collection which could establish an anti-doping rule violation (or, in the case of an anti-doping rule violation other than Article 6.1, before receiving first notice of the admitted violation pursuant to Article 14.5) and that admission is the only reliable evidence of the violation at the time of admission, then the period of *Ineligibility* may be reduced, but not below one-half of the period of *Ineligibility* otherwise applicable.

**21.6.5** Where an *Athlete* or Other *Person* Establishes Entitlement to Reduction in Sanction Under More than One Provision of this Article.

Before applying any reduction or suspension under Articles 21.6.2, 21.6.3 or 21.6.4, the otherwise applicable period of *Ineligibility* shall be determined in accordance with Articles 21.2, 21.3, 21.5 and 21.7. If the *Athlete* or other *Person* establishes entitlement to a reduction or suspension of the period of *Ineligibility* under two or more of Articles 21.6.2, 21.6.3 or 21.6.4, then the period of *Ineligibility* may be reduced or suspended, but not below one-quarter of the otherwise applicable period of *Ineligibility*.

**21.7 Aggravating Circumstances Which May Increase the Period of *Ineligibility***

If ASADA or TA establishes in an individual case involving an anti-doping rule violation other than violations under Article 6.7 (*Trafficking* or *Attempted Trafficking*) and 6.8 (Administration or *Attempted* Administration) that aggravating circumstances are present which justify the imposition of a period of *Ineligibility* greater than the standard sanction, then the period of *Ineligibility* otherwise applicable shall be increased up to a maximum of four (4) years unless the *Athlete* or other *Person* can prove to the comfortable satisfaction of the *Tribunal* that he or she did not knowingly commit the anti-doping rule violation.

An *Athlete* or other *Person* can avoid the application of this Article by admitting the anti-doping rule violation as asserted promptly after being confronted with the anti-doping rule violation by ASADA or TA.

**21.8 Multiple Violations**

**21.8.1 Second Anti-Doping Rule Violation**

For an *Athlete's* or other *Person's* first anti-doping rule violation, the period of *Ineligibility* is set forth in Articles 21.2 and 21.3 (subject to elimination, reduction or suspension under Articles 21.5 or 21.6, or to increase under Article 21.7). For a second anti-doping rule violation the period of *Ineligibility* shall be within the range set forth in the table below.

Second Violation First Violation	RS	FFMT	NSF	St	AS	TRA
RS	1-4	2-4	2-4	4-6	8-10	10-life
FFMT	1-4	4-8	4-8	6-8	10-life	life
NSF	1-4	4-8	4-8	6-8	10-life	life
St	2-4	6-8	6-8	8-life	life	life
AS	4-5	10-life	10-life	life	life	life
TRA	8-life	life	life	life	life	life

Definitions for purposes of the second anti-doping rule violation table:

**RS** (Reduced sanction for Specified Substance under Article 21.5): The anti-doping rule violation was or should be sanctioned by a reduced sanction under Article 21.5 because it involved a Specified Substance and the other conditions under Article 21.5 were met.

**FFMT** (*Filing Failures and/or Missed Tests*): The anti-doping rule violation was or should be sanctioned under Article 21.3.3 (*Filing Failures and/or Missed Tests*).

**NSF** (Reduced sanction for *No Significant Fault or Negligence*): The anti-doping rule violation was or should be sanctioned by a reduced sanction under Article 21.6.2 because *No Significant Fault or Negligence* under Article 21.6.2 was proved by the *Athlete*.

**St** (Standard sanction under Articles 21.2 or 21.3.1): The anti-doping rule violation was or should be sanctioned by the standard sanction of two (2) years under Articles 21.2 or 21.3.1.

**AS** (Aggravated sanction): The anti-doping rule violation was or should be sanctioned by an aggravated sanction under Article 21.7 because ASADA or TA established the conditions set forth under Article 21.7.

**TRA** (*Trafficking or Attempted Trafficking and administration or Attempted administration*): The anti-doping rule violation was or should be sanctioned by a sanction under Article 21.3.2.

## 21.8.2 Application of Articles 21.6.3 and 21.6.4 to Second Anti-Doping Rule Violation

Where an *Athlete* or other *Person* who commits a second anti-doping rule violation establishes entitlement to suspension or reduction of a portion of the period of *Ineligibility* under Article 21.6.3 or Article 21.6.4, the *Tribunal* shall first determine the otherwise applicable period of *Ineligibility* within the range established in the table in Article 21.8.1, and then apply the appropriate

suspension or reduction of the period of *Ineligibility*. The remaining period of *Ineligibility*, after applying any suspension or reduction under Articles 21.6.3 and 21.6.4, must be at least one-fourth of the otherwise applicable period of *Ineligibility*.

#### **21.8.3 Third Anti-Doping Rule Violation**

A third anti-doping rule violation will always result in a lifetime period of *Ineligibility*, except if the third violation fulfils the condition for elimination or reduction of the period of *Ineligibility* under Article 21.5 or involves a violation of Article 6.4 (*Filing Failures* and/or *Missed Tests*). In these particular cases, the period of *Ineligibility* shall be from eight (8) years to life ban.

#### **21.8.4 Additional rules for Certain Potential Multiple Violations**

- (a) For purposes of imposing sanctions under Article 21.8, an anti-doping rule violation will only be considered a second violation if ASADA or TA can establish that the *Athlete* or other *Person* committed the second anti-doping rule violation after the *Athlete* or other *Person* received notice pursuant to Article 14 (Results Management), or after ASADA made reasonable efforts to give notice, of the first anti-doping rule violation; if ASADA or TA cannot establish this, the violations shall be considered together as one single first violation, and the sanction imposed shall be based on the violation that carries the more severe sanction; however, the occurrence of multiple violations may be considered as a factor in determining aggravating circumstances (Article 21.7).
- (b) If, after the resolution of a first anti-doping rule violation, ASADA discovers facts involving an anti-doping rule violation by the *Athlete* or other *Person* which occurred prior to notification regarding the first violation, then TA shall impose an additional sanction based on the sanction that could have been imposed if the two violations would have been adjudicated at the same time. Results in all *Competitions* dating back to the earlier anti-doping rule violation will be *Disqualified* as provided in Article 21.9. To avoid the possibility of a finding of aggravating circumstances (Article 21.7) on account of the earlier-in-time but later-discovered violation, the *Athlete* or other *Person* must voluntarily admit the earlier anti-doping rule violation on a timely basis after notice of the violation for which he or she is first charged. The same rule shall also apply when ASADA discovers facts involving another prior violation after the resolution of a second anti-doping rule violation.

#### **21.8.5 Multiple Anti-Doping Rule Violations During an Eight-Year Period**

For purposes of Article 21.8, each anti-doping rule violation must take place within the same eight-year period in order to be considered multiple violations.

### **21.9 Disqualification of Results in Competitions Subsequent to Sample Collection or Commission of an Anti-Doping Rule Violation**

In addition to the automatic *Disqualification* of the results in the *Competition* which produced the positive *Sample* under Article 20 (Automatic *Disqualification* of Individual Results), all other competitive results obtained from the date a positive *Sample* was collected (whether *In-Competition* or *Out-of-Competition*), or other anti-doping rule violation occurred, through the commencement of any *Provisional Suspension* or *Ineligibility* period, shall, unless fairness requires otherwise, be *Disqualified* with all of the resulting *Consequences* including forfeiture of any medals, points and prizes.

**21.9.1** As a condition of regaining eligibility after being found to have committed an anti-doping rule violation, the *Athlete* must first repay all prize money forfeited under this *Article*.

**21.9.2 Allocation of Forfeited Prize Money**

Unless the rules of the *ITF* provide that forfeited prize money shall be reallocated to other *Athletes*, it shall be allocated first to reimburse the collection expenses of the *Anti-Doping Organisation* that performed the necessary steps to collect the prize money back, then to reimburse the expenses of ASADA and/or TA in conducting results management in the case, with the balance, if any allocated in accordance with the *ITF* rules.

**21.10 Commencement of Ineligibility Period**

Except as provided below, the period of *Ineligibility* shall start on the date of the hearing decision providing for *Ineligibility* or, if the hearing is waived, on the date *Ineligibility* is accepted or otherwise imposed. Any period of *Provisional Suspension* (whether imposed or voluntarily accepted) shall be credited against the total period of *Ineligibility* imposed.

**21.10.1 Delays Not Attributable to the Athlete or other Person**

Where there have been substantial delays in the hearing process or other aspects of *Doping Control* not attributable to the *Athlete* or other *Person*, CAS or the *Tribunal* determining the sanction may start the period of *Ineligibility* at an earlier date commencing as early as the date of *Sample* collection or the date on which another anti-doping rule violation last occurred.

**21.10.2 Timely Admission**

Where the *Athlete* or other *Person* promptly (which, in all events, for an *Athlete* means before the *Athlete* competes again) admits the anti-doping rule violation after being confronted with the anti-doping rule violation by ASADA, the period of *Ineligibility* may start as early as the date of *Sample* collection or the date on which another anti-doping rule violation last occurred. In each case, however, where this *Article* is applied, the *Athlete* or other *Person* shall serve at least one-half of the periods of *Ineligibility* going forward from the date the *Athlete* or other *Person* accepted the imposition of a sanction, the date of a hearing decision imposing a sanction, or the date the sanction is otherwise imposed.

**21.10.3** If a *Provisional Suspension* is imposed and respected by the *Athlete*, then the *Athlete* shall receive a credit for such period of *Provisional Suspension* against any period of *Ineligibility* which may ultimately be imposed.

- 21.10.4** If an *Athlete* voluntarily accepts a *Provisional Suspension* in writing from ASADA or TA and thereafter refrains from competing, the *Athlete* shall receive a credit for such period of voluntary *Provisional Suspension* against any period of *Ineligibility* which may ultimately be imposed. A copy of the *Athlete's* voluntary acceptance of a *Provisional Suspension* shall be provided promptly to each party entitled to receive notice of a potential anti-doping rule violation under the *Code*.
- 21.10.5** No credit against a period of *Ineligibility* shall be given for any time period before the effective date of the *Provisional Suspension* or voluntary *Provisional Suspension* regardless of whether the *Athlete* elected not to compete or was suspended by his or her team.

## **21.11 Status During *Ineligibility***

### **21.11.1 Prohibition Against Participation During *Ineligibility***

No *Athlete* or other *Person* who has been declared *Ineligible* may, during the period of *Ineligibility*, participate in any capacity in a *Competition* or activity (other than authorised anti-doping education or rehabilitation programs) authorised or organised by any *Signatory*, *Signatory's* member organisation or a club or other member organisation of a *Signatory's* member organisation, the *ITF*, *TA* or its *Members*, or in *Competitions* authorised or organised by any professional league or any international- or national-level *Event* organisation. This would include, for example:

- (a) practising/training with a national, state or club team;
- (b) acting as a coach or sport official;
- (c) selection in any representative team;
- (d) competing in any *Competition/Events*;
- (e) receiving, directly or indirectly, funding or assistance from *TA*;
- (f) use of official *TA* or *Member* facilities;
- (g) holding any position with *TA*.

An *Athlete* or other *Person* subject to a period of *Ineligibility* longer than four (4) years may, after completing four (4) years of the period of *Ineligibility*, participate in local sport events in a sport other than the sport in which the *Athlete* or other *Person* committed the anti-doping rule violation, but only so long as the local sport event is not at a level that could otherwise qualify such *Athlete* or other *Person* directly or indirectly to compete in (or accumulate points toward) a national championship or *International Event*.

An *Athlete* or other *Person* subject to a period of *Ineligibility* shall remain subject to *Testing*.

### **21.11.2 Violation of the Prohibition of Participation During *Ineligibility***



Where an *Athlete* or other *Person* who has been declared *Ineligible* violates the prohibition against participation during *Ineligibility* described in Article 21.11.1, the results of such participation shall be *Disqualified* and the period of *Ineligibility* which was originally imposed shall start over again as of the date of the violation. The new period of *Ineligibility* may be reduced under Article 21.6.2 if the *Athlete* or other *Person* establishes he or she bears *No Significant Fault or Negligence* for violating the prohibition against participation. The determination of whether an *Athlete* or other *Person* has violated the prohibition against participation, and whether a reduction under Article 21.6.2 is appropriate, shall be made by the *Anti-Doping Organisation* whose results management led to the imposition of the initial period of *Ineligibility*.

#### **21.11.3 Withholding of Financial Support during *Ineligibility***

In addition, for any anti-doping rule violation not involving a reduced sanction for Specified Substances as described in Article 21.5, some or all sport-related financial support or other sport-related benefits received by such *Person* will be withheld by *TA*.

#### **21.12 Reinstatement Testing**

As a condition to regaining eligibility at the end of a specified period of *Ineligibility*, an *Athlete* must, during any period of *Provisional Suspension* or *Ineligibility*, make him or herself available for *Out-of-Competition Testing* by *ASADA* and any other *Anti-Doping Organisation* having *Testing* jurisdiction, and must, if requested, provide current and accurate whereabouts information as provided in Article 10. If an *Athlete* subject to a period of *Ineligibility* retires from sport and is removed from *Registered Testing Pools* and later seeks reinstatement, the *Athlete* shall not be eligible for reinstatement until the *Athlete* has notified *ASADA* (in accordance with Article 11.2.4) and has been subject to *Out-of-Competition Testing* for a period of time equal to the longer of the period set forth in Article 11.2.6 or the period of *Ineligibility* remaining as of the date the *Athlete* had retired.

#### **21.13 Imposition of Financial Sanctions**

*TA* may provide for financial sanctions on account of anti-doping rule violations in its rules. However, no financial sanction may be considered a basis for reducing the period of *Ineligibility* or other sanction which would otherwise be applicable under this *Policy* or the *Code*.

### **ARTICLE 22 CONSEQUENCES TO TEAMS**

#### **22.1 Testing of Team Sports**

Where more than one member of a team in a *Team Sport* has been notified of an anti-doping rule violation under Article 6 in connection with an *Event*, the ruling body for the *Event* shall conduct appropriate *Target Testing* of the team during the *Event Period*.

#### **22.2 Consequences for Team Sports**

If more than two members of a team in a *Team Sport* are found to have committed an anti-doping rule violation during an *Event Period*, the ruling body of the *Event* shall impose an appropriate sanction on the team (e.g., loss of points, *Disqualification* from a



*Competition or Event*, or other sanction) in addition to any *Consequences* imposed upon the individual *Athletes* committing the anti-doping rule violation.

**22.3 Event Ruling Body May Establish Stricter Consequences for Teams**

The ruling body for an *Event* may elect to establish rules for the *Event* which imposes *Consequences* for a *Team* stricter than those in Article 22.2 for purposes of the *Event*.

**22.4 Additional Rule for Teams**

The *Consequences* for a team entered in a *Competition* of the commission of an anti-doping rule violation by a *Athlete* in his/her capacity as a member of that team shall be an appropriate sanction on the team (eg, loss of points, *Disqualification* from a *Competition or Event*, or other sanction), imposed by *TA*, in addition to any *Consequences* imposed upon the individual *Athlete* committing the anti-doping rule violation.

**ARTICLE 23 APPEALS**

**23.1 Decisions Subject to Appeal**

Decisions made under this Anti-Doping Policy may be appealed as set forth below in Articles 23.2 through 23.4. Such decisions shall remain in effect while under appeal unless the appellate body orders otherwise. Before an appeal is commenced, any post-decision review authorised in the *NAD Scheme* or Article 19.25 must be exhausted.

**23.1.1 WADA Not Required to Exhaust Internal Remedies**

Where *WADA* has a right to appeal under this Article 23 and no other party has appealed a final decision within the process set out in this Anti-Doping Policy, *WADA* may appeal such decision directly to *CAS* without having to exhaust other remedies set out in this Policy.

**23.2 Appeals from Decisions Regarding Anti-Doping Rule Violations, Consequences, and Provisional Suspensions**

A decision that an anti-doping rule violation was committed, a decision imposing *Consequences* for an anti-doping rule violation, or a decision that no anti-doping rule violation was committed; a decision that an anti-doping rule violation proceeding cannot go forward for procedural reasons (including, for example, prescription); a decision under Article 21.11.2 (Violation of the Prohibition of Participation during *Ineligibility*); a decision that *ASADA* or *TA* lacks jurisdiction to rule on an alleged anti-doping rule violation or its *Consequences*; a decision by *ASADA* or *TA* not to bring forward an *Adverse Analytical Finding* or an *Atypical Finding* as an anti-doping rule violation after an investigation under Article 14; and a decision to impose a *Provisional Suspension* as a result of a *Provisional Hearing* or in violation of Article 17.3, may be appealed exclusively as provided in this Article 23.2.

**23.2.1 Appeals Involving *International-Level Athletes***

In cases arising from participation in an *International Event* or in cases involving *International-Level Athletes*, the decision may be appealed exclusively to CAS in accordance with the provisions applicable before such court. Any such appeal will apply Articles 5, 6, 7, 8, 20 and 21 of this Policy.

**23.2.2** In cases involving *Athletes* who do not have a right to appeal under Article 23.2.1, the appeal shall be to either:

- (a) the CAS Appeals Division; or
- (b) a *Tribunal*, constituted differently than for the original hearing;

and shall respect the following principles:

- (c) a timely hearing;
- (d) a fair, impartial and independent hearing body;
- (e) the right to be represented by a counsel at the *Person's* expense; and
- (f) a timely, written, reasoned decision.

Any such appeal will apply Articles 5, 6, 7, 8, 20 and 21 of this Policy.

- (a) The determination of the appeals body will be final and binding on the parties to the appeal and no *Person* may institute or maintain proceedings in any court or tribunal other than the appeals body set out in this Article 23.2.2.
- (b) ASADA or TA must inform any *Person* or organisation informed of the original determination the outcome of any appeal within seven (7) days of the release by the appeals body of the written decision of the appeal.

**23.2.3 Persons Entitled to Appeal – *International-Level Athletes***

In cases under Article 23.2.1, the following parties shall have the right to appeal to the CAS:

- (a) the *Athlete* or other *Person* who is the subject of the decision being appealed;
- (b) the other party to the case in which the decision was rendered;
- (c) the ITF;
- (d) ASADA;
- (e) the *International Olympic Committee* or *International Paralympics Committee*, as applicable, where the decision may have an effect in relation to the Olympic Games or Paralympic Games, including

decisions affecting eligibility for the Olympic Games or Paralympic Games; and

(f) WADA.

#### **23.2.4 Persons Entitled to Appeal – non *International-Level Athletes***

In cases under Article 23.2.2, the parties having the right to appeal to the appeals body shall be as provided in the *NAD Scheme* but, at a minimum, shall include the following parties:

- (a) the *Athlete* or other *Person* who is the subject of the decision being appealed;
- (b) the other party to the case in which the decision was rendered;
- (c) TA;
- (d) the *ITF*;
- (e) ASADA; and
- (f) WADA.

For cases under Article 23.2.2, ASADA, WADA and the *ITF* shall also have the right to appeal to CAS with respect to the decision of the appeals body if the appeals body is not CAS. Any party filing an appeal shall be entitled to assistance from CAS to obtain all relevant information from the *Anti-Doping Organisation* whose decision is being appealed and the information shall be provided if CAS so directs.

#### **23.2.5 Appeals From Provisional Suspensions**

Notwithstanding any other provision herein, the only *Person* who may appeal from a *Provisional Suspension* is the *Athlete* or other *Person* upon whom the *Provisional Suspension* is imposed.

### **23.3 Failure to Render a Timely Decision by an Anti-Doping Organisation**

Where, in a particular case, an *Anti-Doping Organisation* fails to render a decision with respect to whether an anti-doping rule violation was committed within a reasonable deadline set by WADA, WADA may elect to appeal directly to CAS as if the *Anti-Doping Organisation* had rendered a decision finding no anti-doping rule violation.

### **23.4 Appeals from Decisions Granting or Denying a *Therapeutic Use Exemption***

**23.4.1** Decisions by WADA reversing the grant or denial of a *TUE* may be appealed exclusively to CAS by the *Athlete* or ASDMAC or other *TUE* Committee whose decision was reversed. Decisions denying *TUEs* which are not reversed by WADA, may be appealed by *International-Level Athletes* to CAS and by other *Athletes* to the appeals body described in Article 23.2.2. If the appeals body

reverses the decision to deny a *TUE*, that decision may be appealed to the CAS by *WADA*. Before an appeal is commenced under this Article, any review of the *TUE* as authorised in Articles 9.7 and 19.25 must be exhausted.

- 23.4.2** When *WADA*, *ASDMAC*, or other *TUE* Committee fails to take action on a properly submitted *TUE* application within a reasonable time, the failure to decide may be considered a denial for purposes of the appeal rights provided in this Article.

## **23.5 Time for Filing Appeals**

- 23.5.1** The time to file an appeal to *CAS* or the *Tribunal* shall be within twenty one (21) days of the release by the original hearing body of the written decision of the initial hearing.
- 23.5.2** The filing deadline for an appeal or intervention filed by *ASADA* or *WADA* shall be the later of:
- (a) Twenty-one (21) days after the last day on which any other party in the case could have appealed; or
  - (b) Twenty-one (21) days after *ASADA*'s or *WADA*'s receipt of the complete file relating to the decision.

## **ARTICLE 24 CONFIDENTIALITY AND REPORTING**

### **24.1 Confidentiality**

- 24.1.1** The identity of any *Athlete* or other *Person* who is asserted to have committed an anti-doping rule violation may only be *Publicly Disclosed* by *ASADA*, or *TA* after consultation with *ASADA*, in accordance with the *Code*, the *ASADA Act 2006*, the *NAD scheme* and the terms of the Confidentiality Undertaking signed between *ASADA* and *TA*.
- 24.1.2** *ASADA* or *TA*, or any official of either, will not publicly comment on the specific facts of a pending case (as opposed to general description of process and science) except in response to public comments attributed to the *Athlete*, other *Person* or their representatives.

### **24.2 Public Disclosure**

- 24.2.1** No later than twenty (20) days after it has been determined in a hearing in accordance with Article 18 that an anti-doping rule violation has occurred and the time to appeal such decision has expired, or such hearing has been waived and the time to appeal the decision has expired, or the assertion of an anti-doping rule violation has not been challenged in a timely fashion, *TA* must *Publicly Disclose* at least: the disposition of the anti-doping matter including the sport, the anti-doping rule violated, the name of the *Athlete* or other *Person* committing the violation, the *Prohibited Substance* or *Prohibited Method* involved and the *Consequences* imposed. *TA* must also *Publicly Disclose* within twenty (20) days appeal decisions concerning anti-doping rule violations. *TA* will also, within the time period for publication, send all hearing and appeal decisions to *ASADA* and *WADA*. *ASADA* may also make public statements in relation to the matter.

- 24.2.2** In any case where it is determined, after a hearing or appeal, that the *Athlete* or other *Person* did not commit an anti-doping rule violation, the decision may be *Publicly Disclosed* only with the consent of the *Athlete* or other *Person* who is the subject of the decision. TA will use reasonable efforts to obtain such consent, and if consent is obtained, will *Publicly Disclose* the decision in its entirety or in such redacted form as the *Athlete* or other *Person* may approve.

## **ARTICLE 25 MUTUAL RECOGNITION**

- 25.1** Subject to the right to appeal provided in Article 23, the *Testing*, *TUEs* and hearing other final adjudications of any *Signatory* to the *Code* which are consistent with the *Code* and are within that *Signatory's* authority shall be recognised and respected by TA.
- 25.2** TA may recognise the same determinations of other bodies which have not accepted the *Code* if the rules of those bodies are otherwise consistent with the *Code*. On being advised of such determination, TA shall take all necessary action to render the determination effective.

## **ARTICLE 26 STATUTE OF LIMITATIONS**

No action may be commenced under this Policy against an *Athlete* or other *Person* for an anti-doping rule violation contained in this Policy unless such action is commenced within eight (8) years from the date the violation is asserted to have occurred.

## **ARTICLE 27 INTERPRETATION OF THE CODE**

- 27.1** The official text of the *Code* shall be maintained by WADA and shall be published in English and French. In the event of any conflict between the English and French versions, the English version shall prevail.
- 27.2** The comments annotating various provisions of the *Code* shall be used to interpret the *Code*.
- 27.3** The *Code* shall be interpreted as an independent and autonomous text and not by reference to the existing law or statutes of the *Signatories* or governments.
- 27.4** The headings used for the various Parts and Articles of the *Code* are for convenience only and shall not be deemed part of the substance of the *Code* or to affect in any way the language of the provisions to which they refer.
- 27.5** The *Code* shall not apply retrospectively to matters pending before the date the *Code* is accepted by a *Signatory* and implemented in its rules. However, pre-*Code* anti-doping rule violations would continue to count as "First violations" or "Second violations" for purposes of determining sanctions under Article 10 of the *Code* for subsequent post-*Code* violations.
- 27.6** The Purpose, Scope and Organization of the World Anti-Doping Program and the *Code* and APPENDIX I DEFINITIONS shall be considered integral parts of the *Code*.

**ARTICLE 28    AMENDMENT AND INTERPRETATION OF POLICY**

- 28.1** This Policy may be amended from time to time by *TA* subject to *ASADA* approval. A copy of the amended Policy must be provided to *ASADA*.
- 28.2** This Policy has been adopted pursuant to the applicable provisions of the *Code* and shall be interpreted in a manner that is consistent with applicable provisions of the *Code*, including the comments annotating various parts of the *Code*.
- 28.3** Words in the singular include the plural and vice versa.
- 28.4** A *Person* includes a body corporate.
- 28.5** Words not defined in this policy have the meaning ascribed to them in the *Code* unless a contrary meaning appears from the context.
- 28.6** Reference to “including” and similar words are not words of limitation.
- 28.7** Minor irregularities in the application of this Policy which cannot be reasonably considered to have affected the determination of an anti-doping rule violation will not affect such determination.

## APPENDIX 1 DEFINITIONS

ACGA means the Australian Commonwealth Games Association Inc, the national body responsible for Commonwealth Games operations, publicity and development in Australia (an incorporated association and a non-profit organisation).

ADAMS means the Anti-Doping Administration and Management System, a Web-based database management tool for data entry, storage, sharing, and reporting designed to assist stakeholders and WADA in their anti-doping operations in conjunction with data protection legislation.

Adverse Analytical Finding means a report from a laboratory or other WADA-approved entity that, consistent with the *International Standard for Laboratories* and related Technical Documents, identifies in a *Sample* the presence of a *Prohibited Substance* or its *Metabolites* or *Markers* (including elevated quantities of endogenous substances) or evidence of the *Use of a Prohibited Method*.

Anti-Doping Organisation means a *Signatory* that is responsible for adopting rules for initiating, implementing or enforcing any part of the *Doping Control* process. This includes, for example, the *International Olympic Committee*, the *International Paralympic Committee*, other *Major Event Organisations* that conduct *Testing* at their *Events*, *WADA*, *International Federations*, and *National Anti-Doping Organisations*.

AOC means the Australian Olympic Committee Inc, an incorporated association with responsibility for selecting, sending and funding Australian teams to the Olympic Summer and Winter Games.

APA means Anti-Doping Program Administrator the person appointed by TA to be responsible for the overall operation and administration of the Anti-Doping Policy. References to the APA shall be deemed to encompass any designee of the APA.

APC means the Australian Paralympic Committee Inc, the peak national body responsible for Australia's elite athletes with a disability at the Summer and Winter Paralympic Games.

ASADA means where the context requires based on the functions, powers and responsibilities conferred under the *ASADA Act*:

- (a) The CEO of ASADA appointed under the *ASADA Act*;
- (b) Australian Sports Anti-Doping Authority established under the *ASADA Act*; or
- (c) The Anti Doping Rule Violation Panel (ADRVP) established under the *ASADA Act*

ASADA Act 2006 means the Australian Sports Anti-Doping Authority Act 2006 as amended from time to time, and includes the ASADA Regulations and any statutory or subordinate legislative instrument that replaces and supersedes the Australian Sports Anti – Doping Authority Act 2006 and/or the ASADA Regulations from time to time.

ASADA Register means the register of findings maintained by ASADA under the *ASADA Act 2006* and the *NAD scheme*.

ASADA Regulations means the Australian Sports Anti-Doping Authority Regulations 2006, as amended from time to time (and which includes, for the avoidance of doubt, the NAD Scheme promulgated by those regulations).

ASC means the Australian Sports Commission, an Australian Government body established under the *Australian Sports Commission Act 1989* (Cth), and includes the Australian Institute of Sport.

ATP means the Association of Tennis Professionals.

ASDMAC means the Australian Sports Drug Medical Advisory Committee, Australia's TUE Committee, established by the *Australian Sports Drug Agency Act 1990* and continued by the *ASADA Act 2006*.

Athlete means any *Person* who participates in sport at the international level (as defined by each International Federation), the national level (as defined by each *National Anti-Doping Organisation*, including but not limited to those *Persons* in its *Registered Testing Pool*), and any other competitor in sport who is otherwise subject to the jurisdiction of any *Signatory* or other sports organisation accepting the *Code*. All provisions of the *Code*, including, for example, *Testing* and *TUEs*, must be applied to international- and national-level competitors. For the purposes of this Policy, '*Athlete*' includes any participant in sporting activity who is a *Member* of *TA*, or a *Member* organisation of *TA*, and meets the definition of *Athlete* under the *Code* and/or the *NAD scheme* as in force from time to time.

Athlete Support Personnel means any coach, trainer, manager, agent, team staff, official, medical or para-medical personnel, parent or any other *Person* working with, treating or assisting an *Athlete* participating in or preparing for sports *Competition*.

Attempt means purposely engaging in conduct that constitutes a substantial step in a course of conduct planned to culminate in the commission of an anti-doping rule violation. Provided, however, there shall be no anti-doping rule violation based solely on an *Attempt* to commit a violation if the *Person* enunciates the *Attempt* prior to it being discovered by a third party not involved in the *Attempt*.

Atypical Finding means a report from a laboratory or other WADA-approved entity which requires further investigation as provided by the *International Standard* for Laboratories or related Technical Documents prior to the determination of an *Adverse Analytical Finding*.

CAS means the Court of Arbitration for Sport (Oceania Registry).

Code means the World Anti-Doping Code adopted by the Foundation Board of WADA on 17 November 2007 at Madrid; or if the *Code* has been amended, the *Code* as so amended.

Competition means any stand-alone part of an Event, such as a singles competition or a doubles or mixed doubles competition.

Consequences of Anti-Doping Rules Violations means an *Athlete's* or other *Person's* violation of an anti-doping rule may result in one or more of the following:

- (a) Disqualification means the *Athlete's* results in a particular *Competition* or *Event* are invalidated, with all resulting consequences including forfeiture of any medals, points and prizes;
- (b) Ineligibility means the *Athlete* or other *Person* is barred for a specified period of time from participating in any *Competition* or other activity or funding as provided in Article 21; and
- (c) Provisional Suspension means the *Athlete* or other *Person* is barred temporarily from participating in any *Competition* prior to the final decision at a hearing conducted under Article 18 (Right to a Fair Hearing).



Disqualification see *Consequences of Anti-Doping Rules Violations* above.

Domestic Testing Pool means the pool of *Athletes* established by ASADA who are not part of ASADA's *Registered Testing Pool* but who are subject to both *In-Competition* and *Out-of-Competition Testing* as part of ASADA's test distribution plan.

Doping Control means all steps and processes from test distribution planning through to ultimate disposition of any appeal including all steps and processes in between such as provision of whereabouts information, *Sample* collection and handling, laboratory analysis, *TUEs*, results management and hearings.

Event means a series of individual *Competitions* conducted together under one ruling body (e.g., the Olympic Games, FINA World Championships or Grand Slam).

Event Period means the time between the beginning and end of an *Event*, as established by the ruling body of the *Event*.

Filing Failure means a failure by an *Athlete* to file current and accurate whereabouts information in accordance with the rules of an *IF* and/or ASADA.

In-Competition means, unless provided otherwise in the rules of an *International Federation* or other relevant *Anti-Doping Organisation*, the period commencing twelve hours before a *Competition* in which the *Athlete* is scheduled to participate through the end of such *Competition* and the *Sample* collection process related to such *Competition*.

Independent Observer Program means a team of observers, under the supervision of WADA, who observe and may provide guidance on the *Doping Control* process at certain *Events* and report on their observations.

Ineligibility see *Consequences of Anti-Doping Rules Violations* above.

Individual Sport means any sport that is not a *Team Sport*.

International Event means an *Event* where the *International Olympic Committee*, the *International Paralympic Committee*, an *International Federation*, a *Major Event Organisation*, or another international sport organisation is the ruling body for the *Event* or appoints the technical officials for the *Event*.

International Federation (IF) means an *International Federation* recognised by the *International Olympic Committee* or General Assembly of International Sports Federations (GAISF) as the entity responsible for governing that sport internationally.

International Tennis Federation (the ITF) means the ITF Limited t/a. the International Tennis Federation or its designee.

International-Level Athlete means *Athletes* designated by one or more *International Federations* as being within the *Registered Testing Pool* for an *International Federation*.

International Standard means a standard adopted by WADA in support of the *Code* as updated from time to time. Compliance with an *International Standard* (as opposed to another alternative standard, practice or procedure) shall be sufficient to conclude that the procedures addressed by the *International Standard* were performed properly. *International*

*Standards* shall include any Technical Documents issued pursuant to the *International Standard*.

*IRTP* means the *International Registered Testing Pool* as established by the *ITF*

*Major Event Organisations* means the continental associations of *National Olympic Committees* and other international multi-sport organisations that function as the ruling body for any continental, regional or other *International Event*.

*Marker* means a compound, group of compounds or biological parameter(s) that indicates the *Use of a Prohibited Substance or Prohibited Method*.

*Member* means a *Person* who, or a body which, is a *Member* of *TA*; a *Person* who, or body which, is affiliated with *TA*; or a *Person* who is a member of a body which is a *Member* of or affiliated with *TA*.

*Member Association(MA)* means the controlling authority responsible for administering Tennis in each of the States and Territories of Australia, as identified in the *TA Constitution*, being: New South Wales - New South Wales Tennis Association Limited; Queensland - Royal Queensland Lawn Tennis Association Limited; South Australia -Tennis SA Inc; Victoria - Tennis Victoria; Tasmania - Tennis Tasmania; Western Australia - The Western Australian Lawn Tennis Association; Northern Territory -Tennis NT; and Australian Capital Territory -Tennis ACT Limited.

*Metabolite* means any substance produced by a biotransformation process.

*Minor* means a natural *Person* who has not reached the age of majority as established by the applicable laws of his or her country of residence (in Australia, any natural *Person* under the age of 18 years).

*Missed Test* means a failure by an *Athlete* to be available for *Testing* on any given day at the location and time specified in the 60-minute timeslot identified in his or whereabouts information for that day, in accordance with the rules of the *ITF* and/or *ASADA*.

*National Anti-Doping Organisation (NADO)* means the entity(ies) designated by each country as possessing the primary authority and responsibility to adopt and implement anti-doping rules, direct the collection of *Samples*, the management of test results, and the conduct of hearings, all at the national level. This includes an entity which may be designated by multiple countries to serve as regional *Anti-Doping Organisation* for such countries. If this designation has not been made by the competent public authority (ies), the entity shall be the country's *National Olympic Committee* or its designee. In Australia, the *NADO* as designated by the Australian Government is *ASADA*.

*National Anti-Doping (NAD) scheme* means the *NAD scheme* as defined under the *ASADA Act 2006* as amended from time to time.

*National Event* means a sport *Event* involving international- or national-level *Athletes* that is not an *International Event*.

*National Olympic Committee (NOC)* means the organisation recognised by the *International Olympic Committee*. The term *National Olympic Committee* shall also include the National Sport Confederation in those countries where the National Sport Confederation assumes typical *National Olympic Committee* responsibilities in the anti-doping area.

National Paralympic Committee (NPC). Means the organisation recognised by the *International Paralympic Committee*. The term *National Paralympic Committee* shall also include the National Sport Confederation in those countries where the National Sport Confederation assumes typical *National Paralympic Committee* responsibilities in the anti-doping area.

No Advance Notice means a *Doping Control* which takes place with no advance warning to the *Athlete* and where the *Athlete* is continuously chaperoned from the moment of notification through *Sample* provision.

No Fault or Negligence means an *Athlete's* establishing that he or she did not know or suspect, and could not reasonably have known or suspected even with the exercise of utmost caution, that he or she had *Used* or been administered the *Prohibited Substance* or *Prohibited Method*.

No Significant Fault or Negligence means an *Athlete's* establishing that his or her fault or negligence, when viewed in the totality of the circumstances and taking into account the criteria for *No Fault or Negligence*, was not significant in relationship to the anti-doping rule violation.

Out-of-Competition means any *Doping Control* which is not *In-Competition*. Example - following his/her exit from an event a player is *Out-of-Competition* up to the day on which the main draw (or qualifying draw, as appropriate) begins. The *In-Competition* period ends following his/her final match in that event. Thus, a player who (for example) loses in the first round of an event is *Out-of-Competition* until his/her next event. Even if the player is competing the following week, the *Out-of-Competition* period would be longer than the in-competition period.

Participant means any *Athlete* or *Athlete Support Personnel*.

Person means a natural *Person* or an organisation or other entity.

Possession means the actual, physical *Possession*, or the constructive *Possession* (which shall be found only if the *Person* has exclusive control over the *Prohibited Substance* or *Prohibited Method* or the premises in which a *Prohibited Substance* or *Prohibited Method* exists); provided, however, that if the *Person* does not have exclusive control over the *Prohibited Substance* or *Prohibited Method* or the premises in which a *Prohibited Substance* or *Prohibited Method* exists, constructive *Possession* shall only be found if the *Person* knew about the presence of the *Prohibited Substance* or *Prohibited Method* and intended to exercise control over it. Provided, however, there shall be no anti-doping rule violation based solely on *Possession* if, prior to receiving notification of any kind that the *Person* has committed an anti-doping rule violation, the *Person* has taken concrete action demonstrating that the *Person* never intended to have *Possession* and has renounced *Possession* by explicitly declaring it to an *Anti-Doping Organisation*. Notwithstanding anything to the contrary in this definition, the purchase (including by any electronic or other means) of a *Prohibited Substance* or *Prohibited Method* constitutes *Possession* by the *Person* who makes the purchase.<sup>5</sup>

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<sup>5</sup> *Comment to Possession: Under this definition, steroids found in an Athlete's car would constitute a violation unless the Athlete establishes that someone else used the car; in that event, ASADA or TA must establish that, even though the Athlete did not have exclusive control over the car, the Athlete knew about the steroids and intended to have control over the steroids. Similarly, in the example of steroids found in a home medicine cabinet under the joint control of an Athlete and spouse, ASADA or TA must establish that the*

Prohibited List means the List identifying the Prohibited Substances and Prohibited Methods which is published and revised by WADA as described in Article 4.1 of the Code as updated from time to time.

Prohibited Method means any method so described on the Prohibited List.

Prohibited Substance means any substance so described on the Prohibited List.

Provisional Hearing means, for purposes of Article 17, an expedited abbreviated hearing occurring prior to a hearing under Article 18 (Right to a Fair Hearing) that provides the Athlete with notice and an opportunity to be heard in either written or oral form.

Provisional Suspension see Consequences of Anti-Doping Violations above.

Publicly Disclose or Publicly Report means to disseminate or distribute information to the general public or Persons beyond those Persons entitled to earlier notification in accordance with Article 14 of the Code.

Registered Testing Pool means the pool of top level Athletes established separately by each International Federation and National Anti-Doping Organisation who are subject to both In-Competition and Out-of-Competition testing as part of that International Federation's or National Anti-Doping Organisation's test distribution plan. Each International Federation shall publish a list which identifies those Athletes included in its Registered Testing Pool either by name or by clearly defined, specific criteria.

Review Board means a standing panel proposed by the APA and appointed by TA's Board of Directors, consisting of a Chair and other members with medical, technical and/or legal experience in anti-doping, to perform the functions assigned to the Review Board in this Policy. Where possible, members of the Review Board shall be otherwise independent from TA.

Sample or Specimen means any biological material collected for the purposes of Doping Control.<sup>6</sup>

Signatories means those entities signing the Code and agreeing to comply with the Code, including the International Olympic Committee, International Federations, International Paralympic Committee, National Olympic Committees, National Paralympic Committees, Major Event Organisations, National Anti-Doping Organisations, and WADA.

SIS/SAS means an Australian State Institute of Sport or State Academy of Sport, being the state or territory institute or academy of sport, jointly or severally, as appropriate.

Sporting Administration Body has the same meaning as in the ASADA Act 2006.

Sporting Organisation has the same meaning as in the ASADA Act 2006.

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*Athlete knew the steroids were in the cabinet and that the Athlete intended to exercise control over the steroids.*

<sup>6</sup> Comment to Sample or Specimen: It has sometimes been claimed that the collection of blood Samples violates the tenets of certain religious or cultural groups. It has been determined that there is no basis for any such claim.

*Substantial Assistance*. For the purposes of Article 21.6.3, a *Person* providing *Substantial Assistance* must:

- (1) fully disclose in a signed written statement all information he or she possesses in relation to anti-doping rule violations, and;
- (2) fully cooperate with the investigation and adjudication of any case related to that information, including for example, presenting testimony at a hearing if requested to do so by ASADA, TA or a *Tribunal*.

Further, the information provided must be credible and must comprise an important part of any case which is initiated or, if no case is initiated, must have provided a sufficient basis on which a case could have been brought.

*Support Persons* means the same as "*Athlete Support Personnel*".

*Tennis Australia (TA)* means TA Limited ABN 61 006 281 125, a national entity which is a *Member* of and is recognised by ITF as the entity governing Tennis in Australia and is recognised by the ASC as a *National Sporting Organisation*,

*Tampering* means altering for an improper purpose or in an improper way; bringing improper influence to bear; interfering improperly; obstructing, misleading or engaging in any fraudulent conduct to alter results or prevent normal procedures from occurring; or providing fraudulent information to an *Anti-Doping Organisation*.

*Target Testing* means selection of *Athletes* for *Testing* where specific *Athletes* or groups of *Athletes* are selected on a non-random basis for *Testing* at a specified time.

*Testing* means the parts of the *Doping Control* process involving test distribution planning, *Sample* collection, *Sample* handling, and *Sample* transport to the laboratory.

*Trafficking* means selling, giving, transporting, sending, delivering or distributing a *Prohibited Substance* or *Prohibited Method* (either physically or by any electronic or other means) by an *Athlete*, *Athlete Support Personnel* or any other *Person* subject to the jurisdiction of an *Anti-Doping Organisation* to any third party; provided, however, this definition shall not include the actions of 'bona fide' medical personnel involving a *Prohibited Substance* used for genuine and legal therapeutic purposes or other acceptable justification, and shall not include actions involving *Prohibited Substances* which are not prohibited in *Out-of-Competition Testing* unless the circumstances as a whole demonstrate such *Prohibited Substances* are not intended for genuine and legal therapeutic purposes.

*Tribunal* means the Tennis Australia Anti-Doping Tribunal, a body appointed by the TA Board of Directors and approved by ASADA, which shall convene from time to time to hear allegations of anti-doping rule violations against *Athletes*, *Athlete Support Personnel* and other *Persons* in order to: determine whether an anti-doping rule violation has occurred; determine appropriate sanctions where an anti-doping rule violation is found to have been committed; and to hear appeals, except in the case where an appeal must be to the CAS. In the case of an appeal, and where the CAS is not being used for appeals, a new *Tribunal* will be convened, i.e., no members of the *Tribunal* at the original hearing will hear the appeal.

*TUE* means Therapeutic Use Exemption, granted in accordance with the *International Standard* for Therapeutic Use Exemptions.

*UNESCO Convention* means the International Convention Against Doping in Sport adopted by the 33rd session of the UNESCO General Conference on October 19, 2005 including any and all

amendments adopted by the States parties to the Convention and the Conference of Parties to the International Convention Against Doping in Sport.

Use means the utilisation, application, ingestion, injection or consumption by any means whatsoever of any *Prohibited Substance* or *Prohibited Method*.

WADA. Means the World Anti-Doping Agency.

Whereabouts Failure means a *Filing Failure* or a *Missed Test*.

WTA means the WTA Tour.

## **SECTION 9 – EXTREME WEATHER BY-LAW**

**NATIONAL  
POLICY**



# **EXTREME WEATHER POLICY**



# EXTREME WEATHER POLICY

## Purpose and Objective

Tennis Australia (TA) recognises the dangers of extreme weather and the need to ensure that there are appropriate policies and procedures in place to mitigate risks to players, officials, coaching staff and spectators at all of our tournaments and competitions should an extreme weather event occur. The objective of the Extreme Weather Policy (**Policy**) is to:

- protect the health, safety and well-being of persons who participate in tennis activities of Australian Tennis Organisations (**ATOs**) tournaments and competitions
- ensure venues are safe places to play, spectate and officiate so far as is reasonably practicable, and,
- provide a defined process to any event, tournament and competition organisers on managing extreme weather conditions.

## Scope

This policy applies to all ATOs as defined below, and excludes any International Tennis Federation (ITF), Association of Tennis Professionals (ATP), Women's Tennis Association (WTA) tournaments and the Australian Open, which have their own extreme weather policies.

## Definitions

Australian Tennis Organisations (ATOs)	Tennis Australia, member associations, affiliated organisations, member-affiliated organisations, regional associations and affiliated clubs as defined in the Tennis Australia Member Protection Policy.
Competitions/leagues	Organised tennis competition/s which occur over a series of weeks on a regular basis.
Tournament	Australian Ranking Tournaments, any non-ranking tournaments, Junior Development Series (JDS) tournaments, team events, challenge matches or any other tennis tournaments.
Official	Referee, Assistant Referee, Court Supervisor, Chair Umpire, Tournament Director, Junior Coordinator or other Club/Association Official
Shortened formats	Method to shorten tennis matches as defined in the regulations that govern the relevant tournament or competition. For example, the 'FAST4' format.

## Policy Statement

In recognition of the risks associated with extreme weather, ATO Officials and Administrators responsible for organising and managing tournaments and competitions must at all times place the health, safety and welfare of players, officials, coaching staff and guests ahead of the tournament or competition, irrespective of the inconvenience, cost or other considerations.

Officials responsible for conducting and managing tournaments and competitions must:

- Appoint a nominated Tournament Referee or Tournament Director to monitor regularly weather forecasts in the lead up to, and during the period of use for the tournaments and competitions using the Bureau of Meteorology (**BOM**) Website ([www.bom.com.au](http://www.bom.com.au)), and
- Comply with the specific Extreme Weather Procedures prescribed in Sections 1 - 6 of this Policy.

# 1. Extreme Heat & Thermal Comfort

## Risks Involving Extreme Heat

Vigorous movement, such as tennis, places some people at greater risk of heat illness, especially in hot weather and/or in high humidity. If untreated, heat illness can lead to the more serious and potentially life-threatening conditions, including heat stroke.

## Measurement of Thermal Comfort Level

Air temperature is an indicator of how comfortable it would feel when playing tennis, however the air temperature is only one factor in the assessment of thermal stress.

Other factors, principally humidity, can vary widely day to day and should be considered for a more realistic assessment of comfort. It is useful to condense the extra effects into a single number and use it in a similar way to measurement of air temperature.

The Wet Bulb Globe Temperature (WBGT) is a recognised standard and the measurement which is to be applied by ATOs to determine the base level Thermal Comfort.

## Determining the Thermal Comfort Level for the Location of the Specific Tournament/Competition

To ensure all tournaments and competitions conducted by ATOs are consistent, the 'Thermal Comfort Level' must be taken from the BOM website.

The reading shall come from the weather station closest to the location of the event (measured using the shortest path between two points) and always taken from the WBGT Shade column.

For ease of reference, the following Thermal Comfort URL's are provided for each State and Territory:

Australian Capital Territory	<a href="http://www.bom.gov.au/products/IDN65179.shtml">http://www.bom.gov.au/products/IDN65179.shtml</a>
New South Wales	<a href="http://www.bom.gov.au/products/IDN65179.shtml">http://www.bom.gov.au/products/IDN65179.shtml</a>
Northern Territory	<a href="http://www.bom.gov.au/products/IDD65155.shtml">http://www.bom.gov.au/products/IDD65155.shtml</a>
Queensland	<a href="http://www.bom.gov.au/products/IDQ65214.shtml">http://www.bom.gov.au/products/IDQ65214.shtml</a>
South Australia	<a href="http://www.bom.gov.au/products/IDS65004.shtml">http://www.bom.gov.au/products/IDS65004.shtml</a>
Tasmania	<a href="http://www.bom.gov.au/products/IDT65050.shtml">http://www.bom.gov.au/products/IDT65050.shtml</a>
Victoria	<a href="http://www.bom.gov.au/products/IDV65079.shtml">http://www.bom.gov.au/products/IDV65079.shtml</a>
Western Australia	<a href="http://www.bom.gov.au/products/IDW65100.shtml">http://www.bom.gov.au/products/IDW65100.shtml</a>

### 1.1 Extreme Heat Procedures Tournament Play

The following procedures have been developed for Tournament Play and must be applied by the Tournament Referee or Tournament Director (whichever is applicable) as soon as they become aware that the WBGT reading exceeds the thresholds determined as per 1.1.1 to 1.1.4.

#### 1.1.1 Players are competing in 16 and under Tournaments:

When the WBGT reading exceeds 30.0 °C, an environmental assessment shall be undertaken and consideration should be given to reducing the match format at:

- a) the completion of the current set for matches in progress, or
- b) all sets for matches which are yet to commence.

When the WBGT reading exceeds 34.0 °C –

- a) matches in progress shall be suspended at the completion of the current game, and
- b) new matches must not commence until the WGBT is less than 34.0°C.

### **1.1.2 Players are competing in over 16 Tournaments:**

When the WGBT reading exceeds 30.0 °C, an environmental assessment shall be undertaken and consideration given to reducing the match format at:

- a) the completion of the current set for matches in progress, or
- b) all sets for matches which are yet to commence.

When the WGBT reading exceeds 34.0 °C –

- a) matches in progress shall be suspended at the completion of the current game, and
- b) new matches must not commence until the WGBT is less than 34.0 °C .

### **1.1.3 Players are competing in Seniors Tournaments in the over 65 (Super-Seniors) categories:**

When the WGBT reading exceeds 30.0 °C, an environmental assessment shall be undertaken and consideration given to reducing the match format at:

- a) the completion of the current set for matches in progress, or
- b) all sets for matches which are yet to commence.

When the WGBT reading exceeds 34.0 °C –

- a) matches in progress shall be suspended at the completion of the current game, and
- b) new matches must not commence until the WGBT is less than 34.0 °C .

### **1.1.4 Players are competing in Wheelchair Tournaments:**

When the WGBT reading exceeds 28.0°C, an environmental assessment shall be undertaken and consideration given to reducing the match format at:

- a) the completion of the current set for matches in progress, or
- b) all sets for matches which are yet to commence.

When the WGBT reading exceeds 33.0C –

- a) matches in progress shall be suspended at the completion of the current game, and
- b) new matches must not commence until the WGBT is less than 33.0C.

## **1.2 Competition Play, Leagues or Events**

The Competition/League organiser must ensure that all clubs, centres or participating teams are aware of this Policy and ensure their by-laws enable a consistent application of the following:

### **1.2.1 Junior Competition, Leagues or Events involving players under 16 years of age**

- a) If the forecasted WGBT reading up to one hour before play is due to commence exceeds 34.0C, play may be cancelled and communicated as broadly as possible to all clubs and participants.
- b) Where, during play the WGBT exceeds 34.0C, play must be suspended on completion of the current game.
- c) After suspension of play, the WGBT remains greater than 34.0C for greater than 90 consecutive minutes, play maybe cancelled by the relevant official, administrator, team captain or club representative.
- d) Play can also be cancelled by mutual agreement of both teams within the 90 minute period outlined in 1.2.1(c).

### 1.2.2 Open Competition, Leagues or Events

- a) If the forecasted WGBT reading within 24 hours and up to one (1) hour before play is due to commence exceeds 34.0C, play may be cancelled and the communicated as broadly as possible to all clubs and participants.
- b) Where, during play the WGBT exceeds 34.0C, play must be suspended on completion of the current game.
- c) After suspension of play, if the WGBT remains greater than 34.0C for more than 90 consecutive minutes, play may be cancelled by the relevant official, administrator, team captain or club representative.
- d) Play can also be cancelled by mutual agreement of both teams within the 90 minute period outlined in 1.2.2(c).

## 2. Rain, Flood and Hail

Rain storms, flooding and hail have the potential to create dangerous conditions for players, officials and spectators. The relevant Officials and Administrators must ensure the health, safety and well-being of players, officials and spectators as the overriding priority.

Where rain, flood and hail create an unacceptable risk, the relevant official or administrators may suspend play until court surfaces and surrounds are fit for play or cancel the days play if it is unlikely to be safe.

## 3. Thunderstorms and Lightning

The definition of a thunderstorm is where lightning can be seen and/or thunder can be heard. Any storm which produces thunder means lightning is always present, even if it is obscured by cloud (it is the lightning which produces the thunder).

The simplest and most effective way to assess this distance of lightening is the 30-second rule. If there is less than 30 seconds between the lightning and thunder, then the lightning is within 10 km of the listener. (30 sec at the speed of sound is 10.2km).

When a lightning strike is within 10km of the event, officials and administrators who are responsible for the event must suspend play and ensure players, officials, coaching staff and guests are removed from the area to a safe place, such as a large, structurally sound building.

Play can resume once the threat of lightening has passed, which is measured by the lightning and thunder being greater than 30 seconds apart.

## 4. High Wind

High winds have the potential to create dangerous conditions for players, officials and spectators. The relevant Officials and Administrators must ensure the health, safety and well-being of players, officials and spectators as the overriding priority and where windy conditions create an unacceptable risk and have the authority under this policy to suspend or cancel play.

Examples of windy conditions which create an unacceptable risk and where play maybe suspended:

- Foreign objects being blown onto the court,
- Court furniture or court fixtures being disturbed,
- Fences or court equipment being damaged, or
- Player health being effected by the force of the wind.

## 5. Sand, Dust or Smoke (Airborne Contaminants)

Any situation in which the air quality is compromised presents a risk to players, officials and spectators, especially if they have a pre-existing medical condition.

Airborne contaminants can come in many forms, but the most common are sand, dust or smoke.

The relevant Officials and Administrators must ensure the health, safety and well-being of players, officials and spectators as the overriding priority and where the air quality conditions create an unacceptable risk, have the authority under this Policy to suspend play.

If smoke is present it is recommended that the source is determined to ensure that the smoke is not toxic, not likely to worsen or is not due to a fire in the vicinity. If the smoke presents any danger, through reduction in visibility or ability to breathe properly, then play must be suspended or cancelled and all patrons removed to a safe area.

### Version Control

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**Tennis Australia**

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Olympic Boulevard  
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## **SECTION 10 – ANTI-CORRUPTION BY-LAW**

## **TENNIS ANTI-CORRUPTION PROGRAM**

### **A. Introduction**

The purpose of the Tennis Anti-Corruption Program is to (i) maintain the integrity of tennis, (ii) protect against any efforts to impact improperly the results of any match and (iii) establish a uniform rule and consistent scheme of enforcement and sanctions applicable to all professional tennis Events and to all Governing Bodies.

### **B. Definitions**

1. “AHO” refers to an Anti-Corruption Hearing Officer.
2. “ATP” refers to the ATP Tour, Inc.
3. “CAS” refers to the Court of Arbitration for Sport.
4. “Consideration” refers to anything of value except for money.
5. “Corruption Offense” refers to any offense described in Section D or E of this Program.
6. “Covered Person” refers to any Player, Related Person, or Tournament Support Personnel.
7. “Decision” refers to a decision of an AHO regarding the commission of a Corruption Offense.
8. “Demand” refers to a written demand for information issued by the TIU to any Covered Person.
9. “Director” refers to the Director of the TIU.
10. “Event” refers to all professional tennis matches and other tennis competitions, whether men's or women's, which are organized, sanctioned or recognized by any of the Governing Bodies.
11. "Governing Bodies" refers to the ATP, the ITF, the WTA and the GSB.
12. “GSB” refers to the Grand Slam Board.
13. “Hearing” refers to a hearing before an AHO in accordance with Section G of this Program.
14. “Information in the public domain” refers to information which has been published or is a matter of public record or can be readily acquired by an interested member of the public and/or information which has been disclosed according to the rules or regulations governing a particular event.



15. “Inside Information” refers to information about the likely participation or likely performance of a Player in an Event or concerning the weather, court conditions, status, outcome or any other aspect of an Event which is known by a Covered Person and is not information in the public domain.
16. “ITF” refers to the International Tennis Federation.
17. “Notice” refers to written Notice sent by the PTIO to a Covered Person alleged to have committed a Corruption Offense.
18. “Player” refers to any player who enters or participates in any competition, Event or activity organized or sanctioned by any Governing Body.
19. “Program” refers to this Tennis Anti-Corruption Program.
20. “Provisional Suspension” refers to a period of ineligibility imposed by an AHO before a full hearing has taken place.
21. “PTIO” refers to the Professional Tennis Integrity Officer appointed by each Governing Body.
22. “Related Person” refers to any coach, trainer, therapist, physician, management representative, agent, family member, tournament guest, business associate or other affiliate or associate of any Player, or any other person who receives accreditation at an Event at the request of the Player or any other Related Person.
23. “Substantial Assistance” refers to assistance given by a Covered Person to the PTIO or TIU that results in the discovery or establishing of a corruption offense by another Covered Person.
24. “TIB” refers to the Tennis Integrity Board.
25. “TIU” refers to the Tennis Integrity Unit.
26. “Tournament Support Personnel” refers to any tournament director, owner, operator, employee, agent, contractor or any similarly situated person at any Event and any other person who receives accreditation at an Event at the request of Tournament Support Personnel.
27. “Wager” refers to a wager of money or Consideration or any other form of financial speculation.
28. “WTA” refers to the WTA Tour, Inc.

### **C. Covered Players, Persons and Events**

1. All Players, Related Persons, and Tournament Support Personnel shall be bound by and shall comply with all of the provisions of this Program and shall be deemed to accept all terms set out herein as well as the Tennis Integrity Unit Privacy Policy which can be found at [www.tennisintegrityunit.com](http://www.tennisintegrityunit.com).
2. It is the responsibility of each Player, Related Person and Tournament Support Personnel to acquaint himself or herself with all of the provisions of this Program. Further, each Player shall have a duty to inform Related Persons with whom they are connected of all of the provisions of this Program and shall instruct Related Persons to comply with the Program.

### **D. Offenses**

Commission of any offense set forth in Section D or E of this Program including a violation of the Reporting Obligations or any other violation of the provisions of this Program shall constitute a Corruption Offense for all purposes of this Program.

#### **1. Corruption Offenses.**

- a. No Covered Person shall, directly or indirectly, wager or attempt to wager on the outcome or any other aspect of any Event or any other tennis competition.
- b. No Covered Person shall, directly or indirectly, solicit or facilitate any other person to wager on the outcome or any other aspect of any Event or any other tennis competition. For the avoidance of doubt, to solicit or facilitate to wager shall include, but not be limited to: display of live tennis betting odds on a Covered Person website; writing articles for a tennis betting publication or website; conducting personal appearances for a tennis betting company; and appearing in commercials encouraging others to bet on tennis.
- c. No Covered Person shall, directly or indirectly, solicit or accept any money, benefit or Consideration for the provision of an accreditation to an Event (i) for the purpose of facilitating a commission of a Corruption Offense; or (ii) which leads, directly or indirectly, to the commission of a Corruption Offense.
- d. No Covered Person shall, directly or indirectly, contrive or attempt to contrive the outcome or any other aspect of any Event.
- e. No Covered Person shall, directly or indirectly, solicit or facilitate any Player to not use his or her best efforts in any Event.

- f. No Covered Person shall, directly or indirectly, solicit or accept any money, benefit or Consideration with the intention of negatively influencing a Player's best efforts in any Event.
- g. No Covered Person shall, directly or indirectly, offer or provide any money, benefit or Consideration to any other Covered Person with the intention of negatively influencing a Player's best efforts in any Event.
- h. No Covered Person shall, directly or indirectly, solicit or accept any money, benefit or Consideration, for the provision of any Inside Information.
- i. No Covered Person shall, directly or indirectly, offer or provide any money, benefit or Consideration to any other Covered Person for the provision of any Inside Information.
- j. No Covered Person shall, directly or indirectly, offer or provide any money, benefit or Consideration to any Tournament Support Personnel in exchange for any information or benefit relating to a tournament.
- k. No Covered Person may be employed or otherwise engaged by a company which accepts wagers on Events.

## **2. Reporting Obligation.**

### **a. Players.**

- i. In the event any Player is approached by any person who offers or provides any type of money, benefit or Consideration to a Player to (i) influence the outcome or any other aspect of any Event, or (ii) provide Inside Information, it shall be the Player's obligation to report such incident to the TIU as soon as possible.
- ii. In the event any Player knows or suspects that any other Covered Person or other individual has committed a Corruption Offense, it shall be the Player's obligation to report such knowledge or suspicion to the TIU as soon as possible.
- iii. If any Player knows or suspects that any Covered Person has been involved in an incident described in Section D.2.b. below, a Player shall be obligated to report such knowledge or suspicion to the TIU as soon as possible.
- iv. A Player shall have a continuing obligation to report any new knowledge or suspicion regarding any Corruption

Offense, even if the Player's prior knowledge or suspicion has already been reported.

**b. Related Persons and Tournament Support Personnel.**

- i.** In the event any Related Person or Tournament Support Person is approached by any person who offers or provides any type of money, benefit or Consideration to a Related Person or Tournament Support Person to (i) influence or attempt to influence the outcome of any aspect of any Event, or (ii) provide Inside Information, it shall be the Related Person's or Tournament Support Person's obligation to report such incident to the TIU as soon as possible.
- ii.** In the event any Related Person or Tournament Support Person knows or suspects that any Covered Person or other individual has committed a Corruption Offense, it shall be the Related Person's or Tournament Support Person's obligation to report such knowledge or suspicion to the TIU as soon as possible.
- c.** For the avoidance of doubt, (i) a failure of the Reporting Obligation by any Covered Person; and/or (ii) a failure of the duty to cooperate under Section F.2 shall constitute a Corruption Offense for all purposes of the Program.

**E. Additional Matters**

- 1.** Each Player shall be responsible for any Corruption Offense committed by any Covered Person if such Player either (i) had knowledge of a Corruption Offense and failed to report such knowledge pursuant to the reporting obligations set forth in Section D.2. above or (ii) assisted the commission of a Corruption Offense. In such event, the AHO shall have the right to impose sanctions on the Player to the same extent as if the Player had committed the Corruption Offense.
- 2.** For a Corruption Offense to be committed, it is sufficient that an offer or solicitation was made, regardless of whether any money, benefit or Consideration was actually paid or received.
- 3.** Evidence of a Player's lack of efforts or poor performance during an Event may be offered to support allegations that a Covered Person committed a Corruption Offense, but the absence of such evidence shall not preclude a Covered Person from being sanctioned for a Corruption Offense.
- 4.** A valid defense may be made to a charge of a Corruption Offense if the person alleged to have committed the Corruption Offense (a) promptly reports such conduct to the TIU and (b) demonstrates that such conduct

was the result of an honest and reasonable belief that there was a significant threat to the life or safety of such person or any member of such person's family.

**F. Investigation and Procedure**

**1. Anti-Corruption Hearing Officer.**

- a.** The TIB shall appoint one or more independent AHOs, who shall be responsible for (i) determining whether Corruption Offenses have been committed, and (ii) fixing the sanctions for any Corruption Offense found to have been committed.
- b.** An AHO shall serve a term of two years, which may thereafter be renewed in the discretion of the TIB. If an AHO becomes unable to serve, a new AHO may be appointed for a full two-year term pursuant to this provision.

**2. Investigations.**

- a.** The TIU shall have the right to conduct an initial interview and follow-up interviews, if necessary as determined solely by the TIU, with any Covered Person in furtherance of investigating the possibility of a commission of a Corruption Offense.
  - i.** The date and time of all interviews shall be determined by the TIU, giving reasonable allowances for Covered Persons' tournament and travel schedules.
  - ii.** The Covered Person shall have the right to have counsel attend the interview(s).
  - iii.** The interview shall be recorded. The recorded interviews shall be used for transcription and evidentiary purposes and thereafter shall be retained by the TIU for a minimum of 3 years in a secure place.
  - iv.** The Covered Person shall have the right to request an interpreter, and the cost shall be borne by the TIU.
  - v.** Transcripts of the interview shall be provided to the Covered Person, upon request, within a reasonable period of time following the conclusion of the interview.
- b.** All Covered Persons must cooperate fully with investigations conducted by the TIU including giving evidence at hearings, if requested. No Covered Person shall tamper with or destroy any evidence or other information related to any Corruption Offense.

- c. If the TIU believes that a Covered Person may have committed a Corruption Offense, the TIU may make a Demand to any Covered Person to furnish to the TIU any information regarding the alleged Corruption Offense, including, without limitation, (i) records relating to the alleged Corruption Offense (including, without limitation, itemized telephone billing statements, text of SMS messages received and sent, banking statements, Internet service records, computers, hard drives and other electronic information storage devices), and (ii) a written statement setting forth the facts and circumstances with respect to the alleged Corruption Offense. The Covered Person shall furnish such information within seven business days of the making of such Demand, or within such other time as may be set by the TIU. Any information furnished to the TIU shall be (i) kept confidential except when it becomes necessary to disclose such information in furtherance of the prosecution of a Corruption Offense, or when such information is reported to administrative, professional, or judicial authorities pursuant to an investigation or prosecution of non sporting laws or regulations and (ii) used solely for the purposes of the investigation and prosecution of a Corruption Offense.
  - d. By participating in any Event, or accepting accreditation at any Event, a Covered Person contractually agrees to waive and forfeit any rights, defenses, and privileges provided by any law in any jurisdiction to withhold information requested by the TIU or the AHO. If a Covered Person fails to produce such information, the AHO may rule a Player ineligible to compete, and deny a Covered Person credentials and access to Events, pending compliance with the Demand.
  - e. If a PTIO concludes that a Corruption Offense may have been committed, the PTIO shall refer the matter and send the evidence to the AHO, and the matter shall proceed to a Hearing before the AHO in accordance with Section G of this Program.
- 3. Each Covered Person shall be determined to be immediately contactable at the most current postal address provided to a Governing Body. Any Notice delivered hereunder to a Covered Person at such address, shall be deemed to have been received by the Covered Person on date of delivery to such address in the confirmation of delivery provided by the courier service company. At its discretion, as an alternative to or in conjunction with the courier delivery, any other method of secure and confidential communication may be used, including, but not limited to hand delivery, facsimile or e-mail, provided that the burden of proving receipt via such alternative methods shall be on the sending party.

## **G. Due Process**

### **1. Commencement of Proceedings.**

- a.** When the PTIO refers a matter to the AHO pursuant to Section F.2.e, the PTIO shall send a Notice to each Covered Person alleged to have committed a Corruption Offense, with a copy to the AHO, setting out the following:
  - i.** the Corruption Offense(s) alleged to have been committed, including the specific Section(s) of this Program alleged to have been infringed;
  - ii.** the facts upon which such allegations are based;
  - iii.** the potential sanctions prescribed under this Program for such Corruption Offense(s); and
  - iv.** the Covered Person's entitlement to have the matter determined by the AHO at a Hearing.
- b.** The Notice shall also specify that, if the Covered Person wishes to dispute the PTIO allegations, the Covered Person must submit a written request to the AHO for a Hearing so that it is received as soon as possible, but in any event within fourteen business days of the date of the receipt of Notice as defined in Article F.3.
- c.** A Covered Person shall direct any response to a Notice to the AHO with a copy to the PTIO and may respond in one of the following ways:
  - i.** To admit the Corruption Offense and accede to the imposition of sanctions, in which case no hearing shall be conducted and the AHO shall promptly issue a Decision confirming the commission of the Corruption Offense(s) alleged in the Notice and ordering the imposition of sanctions, which shall be determined by the AHO after requesting and giving due consideration to a written submission from the PTIO on the recommended sanction.
  - ii.** To deny the Corruption Offense and to have the AHO determine the charge, and if the charge is upheld, the sanctions, at a hearing conducted in accordance with Section G.2.
  - iii.** To admit that he or she has committed the Corruption Offense(s) specified in the Notice, but to dispute and/or seek to mitigate the sanctions specified in the Notice. Either a request for hearing or a written submission solely on the



issue of the sanction must be submitted simultaneously with the Covered Person's response to the Notice. If a hearing is requested, it shall be conducted in accordance with Section G.2. If no hearing is requested, the AHO shall promptly issue a Decision confirming the commission of the Corruption Offense(s) specified in the Notice and ordering the imposition of sanctions, after giving due consideration to the Covered Person's written submission (if any) and any response submitted by the PTIO.

- d.** If the Covered Person fails to file a written request for a hearing by the deadline set out in Section G. 1. b, he or she shall be deemed:

  - i.** to have waived his or her entitlement to a hearing;
  - ii.** to have admitted that he or she has committed the Corruption Offense(s) specified in the Notice;
  - iii.** to have acceded to the potential sanctions specified in the Notice; and,
  - iv.** the AHO shall promptly issue a Decision confirming the commission of the Corruption Offense(s) alleged in the Notice and ordering the imposition of sanctions, (after requesting and giving due consideration to a written submission from the PTIO on the recommended sanction).
- e.** When a matter has been referred to the AHO pursuant to Section F.2.e, the PTIO may make an application to the AHO for a provisional suspension of the Covered Person if the PTIO determines that: (i) there is a substantial likelihood that the Covered Person has committed a Corruption Offense punishable by permanent ineligibility; (ii) in the absence of a provisional suspension, the integrity of tennis would be seriously undermined; and (iii) the harm resulting from the absence of a provisional suspension outweighs the hardship of the provisional suspension on the Covered Person.

  - i.** The Covered Person shall be notified that the PTIO has made an application for a provisional suspension and shall be given the opportunity to make submissions in response to the application. The AHO shall decide the appropriate procedure for determining the provisional suspension application, including whether the application should be determined on the papers or whether to convene a hearing. The Covered Person shall be afforded a fair process, including a reasonable opportunity to present his/her case and supporting evidence.



- ii. The provisions of Section H.1.c regarding the effect of a sanction of a period of ineligibility shall apply to a Covered Person who is serving a provisional suspension. The provisional suspension shall take effect from the date on which the AHO's decision regarding the application for the provisional suspension is deemed to have been received by the Covered Person.
  - iii. In the event that the Hearing is not commenced within sixty days from the date on which the Covered Person requested a Hearing, the Covered Person may apply to the AHO for the provisional suspension to be lifted. The provisions of Section G.1.e.(i) and (ii) shall apply to any such application by the Covered Person.
- f. If, for any reason, the AHO is or becomes unwilling or unable to hear the case, then the AHO may request that the TIP appoint a substitute or successor AHO for such matter in accordance with Section F. 1.
- g. In the event a Covered Person requests a hearing under Section G.1.c.ii or G.2.c.iii, thereafter, but no more than twenty business days after the date of the Notice or request for Hearing if received, the AHO shall convene a meeting or telephone conference with the PTIO and/or its legal representatives, the Covered Person to whom the Notice was sent and his or her legal representatives (if any), to take jurisdiction formally over the matter and to address any pre-Hearing issues. The non-attendance of the Covered Person or his or her representatives at the meeting, after proper notice of the meeting has been provided, shall not prevent the AHO from proceeding with the meeting in the absence of the Covered Person, whether or not any written submissions are made on behalf of the Covered Person. In the meeting the AHO shall:
  - i. determine the date(s) (no sooner than twenty business days after the meeting, unless the parties consent to a shorter period) upon which the Hearing shall be held. Subject to the foregoing sentence, the Hearing shall be commenced as soon as practicable after the Notice is sent, and ordinarily within ninety days of the date that the Covered Person requests a Hearing. If the AHO has imposed a provisional suspension, the Hearing shall ordinarily be held within sixty days of the date that the Covered Person requests a hearing.
  - ii. establish dates reasonably in advance of the date of the Hearing at which:

1. the Covered Person shall submit a brief with argument on all issues that he or she wishes to raise at the Hearing;
  2. the PTIO shall submit an answering brief, addressing the arguments of the Covered Person and setting out argument on the issues that the PTIO wishes to raise at the Hearing;
  3. the Covered Person may submit a reply brief, responding to the PTIO answer brief; and
  4. the Covered Person and the PTIO shall exchange witness lists (with each witness's address, telephone number and a summary of the subject areas of the witness's anticipated testimony) and copies of the exhibits that they intend to introduce at the Hearing; and
- iii. make such order as the AHO shall deem appropriate in relation to the production of relevant documents or other materials between the parties.
- h. The AHO may, at any time prior to issuing a Decision, request that an additional investigation be conducted into any matter reasonably related to the alleged Corruption Offense. If the AHO requests such an additional investigation, the TIU shall conduct the investigation in accordance with the AHO's directions and shall report the findings of that investigation to the AHO and the Covered Person implicated in the alleged Corruption Offense at least ten days prior to the Hearing. If the Covered Person wishes to object to, or raise any issues in connection with, such additional investigation, he or she may do so by written submission to the AHO.

## **2. Conduct of Hearings.**

- a. Hearings shall be conducted on a confidential basis. Unless the AHO orders otherwise for good cause shown by a party, each Hearing shall take place in either Miami, Florida, USA or London, England, as determined by the AHO.
- b. The Covered Person shall have the right (i) to be present and to be heard at the Hearing and (ii) to be represented at the Hearing, at his or her expense, by legal counsel. The Covered Person may choose not to appear at the Hearing, but rather to provide a written submission for consideration by the AHO, in which case the AHO shall take such submission into account in making his or her Decision. However, the non-attendance of the Covered Person or his or her representative at the

Hearing, after proper notice of the Hearing has been provided, shall not prevent the AHO from proceeding with the Hearing in his or her absence, whether or not any written submissions are made on his or her behalf.

- c. The procedures followed at the Hearing shall be at the discretion of the AHO, provided that the Hearing shall be conducted in a fair manner with a reasonable opportunity for each party to present evidence (including the right to call and to question witnesses), address the AHO and present his, her or its case.
- d. The PTIO shall make arrangements to have the Hearing recorded or transcribed at the PTIO expense. If requested by the Covered Person, the PTIO shall also arrange for an interpreter to attend the Hearing, at the PTIO expense.
- e. Witness testimony presented in person or by video conference is acceptable.
- f. The TIB as well as PTIO members shall be permitted to attend all hearings, in person or by audio or video conference.

### **3. Burdens and Standards of Proof.**

- a. The PTIO (which may be represented by legal counsel at the Hearing) shall have the burden of establishing that a Corruption Offense has been committed. The standard of proof shall be whether the PTIO has established the commission of the alleged Corruption Offense by a preponderance of the evidence.
- b. Where this Program places the burden of proof upon the Covered Person alleged to have committed a Corruption Offense to rebut a presumption or establish facts or circumstances, the standard of proof shall be by a preponderance of the evidence.
- c. The AHO shall not be bound by any jurisdiction's judicial rules governing the admissibility of evidence. Instead, facts relating to a Corruption Offense may be established by any reliable means, as determined in the sole discretion of the AHO.

### **4. Decisions.**

- a. Once the parties have made their submissions, the AHO shall determine whether a Corruption Offense has been committed. Where Section H of this Program specifies a range of possible sanctions for the Corruption Offense found to have been committed, the AHO shall also fix the sanction within that range, after considering any submissions on the subject that the parties may wish to make.

- b. The AHO shall issue a Decision in writing as soon as possible after the conclusion of the Hearing. Such Decision will be sent to the parties and shall set out and explain:
  - i. the AHO's findings as to what Corruption Offenses, if any, have been committed;
  - ii. the sanctions applicable, if any, as a result of such findings; and
  - iii. the rights of appeal applicable pursuant to Section I of this Program.
- c. The TIU shall pay all costs and expenses of the AHO and of staging the Hearing. The AHO shall not have the power to award costs or make any costs order against a Covered Person or the PTIO. Each party shall bear its own costs, legal, expert and otherwise.
- d. Subject only to the rights of appeal under Section I of this Program, the AHO's Decision shall be the full, final and complete disposition of the matter and will be binding on all parties. If the AHO determines that a Corruption Offense has been committed, the TIB will publicly report the Decision.

## **H. Sanctions**

- 1. The penalty for any Corruption Offense shall be determined by the AHO in accordance with the procedures set forth in Section G, and may include:
  - a. With respect to any Player, (i) a fine of up to \$250,000 plus an amount equal to the value of any winnings or other amounts received by such Covered Person in connection with any Corruption Offense, (ii) ineligibility for participation in any event organized or sanctioned by any Governing Body for a period of up to three years, and (iii) with respect to any violation of Section D.1, clauses (d)-(j) and Section D.2., ineligibility for participation in any event organized or sanctioned by any Governing Body for a maximum period of permanent ineligibility.
  - b. With respect to any Related Person or Tournament Support Person, (i) a fine of up to \$250,000 plus an amount equal to the value of any winnings or other amounts received by such Covered Person in connection with any Corruption Offense; (ii) suspension of credentials and access to any Event organized, sanctioned or recognized by any Governing Body for a period of not less than one year, and (iii) with respect to any violation of clauses (c)-(i) of Section D.1., suspension of credentials and access to any Event organized, sanctioned or recognized by any Governing Body for a maximum period of permanent revocation of such credentials and access.

- c. No Player who has been declared ineligible may, during the period of ineligibility, participate in any capacity in any Event (other than authorized anti-gambling or anti-corruption education or rehabilitation programs) organized or sanctioned by any Governing Body. Without limiting the generality of the foregoing, such Player shall not be given accreditation for, or otherwise granted access to, any competition or event to which access is controlled by any Governing Body, nor shall the Player be credited with any points for any competition played during the period of ineligibility.
- 2. The TIU may report information regarding an investigation to the TIB and the PTIOs at any time.
- 3. The TIB may report Corruption Offenses that also violate non-sporting laws and regulations to the competent administrative, professional or judicial authorities.
- 4. If any Covered Person commits a Corruption Offense under this program during a period of ineligibility, it shall be treated as a separate Corruption Offense under this Program.
- 5. Substantial Assistance. The AHO may reduce any period of ineligibility, either at the time of the original decision or subsequently (by reconvening), if the Covered Person has provided substantial assistance to the PTIO or the TIU that results in the discovery or establishing of a corruption offense by another Covered Person. Upon application by the Covered Person pursuant to this provision, the AHO shall establish an appropriate procedure for consideration of the application, including the opportunity for the Covered Person and the PTIO to make submissions regarding the application. The AHO has complete discretion in consideration an application for reduction of a penalty under this provision.

## **I. Appeals**

- 1. Any Decision (i) that a Corruption Offense has been committed, (ii) that no Corruption Offense has been committed, (iii) imposing sanctions for a Corruption Offense, or (iv) that the AHO lacks jurisdiction to rule on an alleged Corruption Offense or its sanctions, may be appealed exclusively to CAS in accordance with CAS's Code of Sports-Related Arbitration and the special provisions applicable to the Appeal Arbitration Proceedings, by either the Covered Person who is the subject of the Decision being appealed, or the TIB.
- 2. Any Decision appealed to CAS shall remain in effect while under appeal unless CAS orders otherwise.

3. The deadline for filing an appeal with CAS shall be twenty business days from the date of receipt of the Decision by the appealing party.
4. The decision of CAS shall be final, non-reviewable, non-appealable and enforceable. No claim, arbitration, lawsuit or litigation concerning the dispute shall be brought in any other court or tribunal.

**J. Conditions of Reinstatement**

1. Once a Covered Person's period of ineligibility or suspension has expired and the Covered Person has paid all fines and/or prize money forfeitures, the Covered Person will become automatically eligible and no application by the Covered Person for reinstatement will be necessary.
2. All fines and/or prize money forfeitures imposed on players hereunder must be paid within thirty (30) days following the later of the receipt of an AHO decision or, if appealed to CAS, the receipt of the CAS decision. If not paid within the prescribed timeframe, the player shall be ineligible for participation in any event organized or sanctioned by any Governing Body until such time as the fine and/or prize money forfeitures have been paid in full. The AHO and the PTIO shall have the discretion to establish an installment plan for payment of any fines and/or prize money forfeitures. For the avoidance of doubt, the schedule of payments pursuant to such plan may extend beyond any period of ineligibility; however, a default in payment under such plan shall automatically trigger a period of ineligibility until such default is cured.

**K. General**

1. No action may be commenced under this Program against any Covered Person for any Corruption Offense unless such action is commenced within either (i) eight years from the date that the Corruption Offense allegedly occurred or (ii) two years after the discovery of such alleged Corruption Offense, whichever is later.
2. Section headings within this Program are for the purpose of guidance only and do not form part of the Program itself. Nor do they inform or affect the language of the provisions to which they refer.
3. This Program shall be governed in all respects (including, but not limited to, matters concerning the arbitrability of disputes) by the laws of the State of Florida, without reference to conflict of laws principles.
4. In the event any provision of this Program is determined invalid or unenforceable, the remaining provisions shall not be affected. This Program shall not fail because any part of this Program is held invalid.
5. Except as otherwise stated herein, failure to exercise or enforce any right conferred by the Program shall 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.

6. This Program is applicable prospectively to Corruption Offenses occurring on or after the date that this Program becomes effective. Corruption Offenses occurring before the effective date of this Program are governed by the former rules of the Governing Bodies which were applicable on the date that such Corruption Offense occurred.
7. Except as otherwise agreed to by the parties, all filings, Decisions, Hearings and appeals shall be issued or conducted in English.

## **SECTION 11 – PRIVACY BY-LAW**





[Menu](#)

# Privacy Policy

## 1. Protecting Privacy and application of this Privacy Policy

**1.1** Tennis Australia Limited (Tennis Australia) is the governing body of tennis in Australia. Tennis Australia organises a number of tennis events including, without limitation, the Australian Open and Australian Open Series events. Tennis Australia also manages and promotes various tennis programs, including without limitation, Tennis Hot Shots, Cardio Tennis and the AO Blitz.

**1.2** In its role as the governing body of tennis in Australia, Tennis Australia is committed to the protection of your personal information in accordance with the National Privacy Principles, and from 12 March 2014, the Australian Privacy Principles, set out in the Privacy Act 1988 (Cth).

**1.3** In Australia, tennis programs, events and activities are implemented and conducted by a number of different tennis organisations across the country. Accordingly, Tennis Australia has developed this privacy policy to apply to each Australian Tennis Organisation (ATO) as detailed below.

**1.4** For the purpose of this policy, each of the following is an ATO:

- (a) Tennis Australia,
- (b) Member Associations, being the governing body of tennis in each Australian State and Territory known as Tennis ACT, Tennis Victoria, Tennis New South Wales, Tennis Queensland, Tennis NT, Tennis West, Tennis SA and Tennis Tasmania,
- (c) Affiliated Organisations, being those organisations (other than Member Associations, Regional Associations and Affiliated Clubs) which are affiliated to Tennis Australia from time to time in accordance with its constitution,
- (d) Member Affiliated Organisations, being those organisations (other than Regional Associations and Affiliated Clubs) which are members of or affiliated to Member Associations and/or Affiliated Organisations and by way of example include Tennis Umpires Australia Queensland Division Inc and Tennis Seniors New South Wales Inc.,
- (e) Regional Associations, means those regional or metropolitan tennis associations which are members of, or affiliated to, a Member Association,
- (f) Affiliated Clubs, being those tennis clubs which are a member of or affiliated to a Regional Association and/or Member Association, if they have not chosen to adopt a separate privacy policy.

**1.5** Tennis Australia may disclose your personal information to another ATO, and ATOs may disclose your personal information to Tennis Australia or other ATOs. Each organisation will collect and use your personal information in accordance with this privacy policy.

**1.6** This privacy policy describes the manner in which ATOs may collect, hold and use personal information. By providing your personal information to an ATO, you consent to its use, storage and disclosure in accordance with this privacy policy.

**1.7** It is important to note that only tennis organisations that are affiliated with Tennis Australia can be an ATO. If you choose to deal with a non-affiliated tennis organisation, this privacy policy will not apply.

**1.8** Tennis Australia may, from time to time, review and update this privacy policy to adapt to changing business practices, and to take into account new laws and technology. The use, storage and disclosure of all personal information held by an ATO will be governed by the most recent privacy policy, posted on the [www.tennis.com.au](http://www.tennis.com.au/privacy) website at <http://www.tennis.com.au/privacy>. Tennis Australia will notify you of any amendments by posting an updated version of the policy on this website.

## **2. What is “Personal Information”?**

“Personal information” means information or an opinion, whether true or not, and whether recorded in a material form or not, about an identified individual or an individual who is reasonably identifiable. Personal Information collected will differ depending on the relevant ATO, and may include (but is not limited to) the kinds of personal information set out in Item 4.1.

## **3. Why is personal information collected?**

**3.1** An ATO may collect personal information to allow it to conduct and administer its business functions and to market and provide its products and services.

## **4. How is personal information collected?**

**4.1** Generally, an ATO will collect personal information directly from you. You may decide to provide your personal information to an ATO for a range of different reasons. By way of example:

- (a) you may be a tennis player;
- (b) you may wish to attend a tennis activity or event;
- (c) you may wish to purchase a ticket or a corporate hospitality package to a tennis event;
- (d) you may attend a tennis event and elect to provide your personal information while at the event;
- (e) you may wish to be a Tennis Australia Coach Member, ANZ Tennis Hot Shots deliverer and/or Cardio Tennis deliverer;
- (f) you may wish to apply for employment at, or volunteer for, an ATO;
- (g) you may wish to provide services to an ATO; or
- (h) you may enter a competition or promotion being conducted by an ATO.

**4.2** Personal information can be collected by an ATO in a number of ways and through a number of mediums. By way of example, personal information can be collected:

- (a) when you provide your personal information, or agree to your personal information being provided via one of Tennis Australia's websites, including without limitation <http://www.tennis.com.au/>, <http://www.ausopen.com>, <http://cardiotennis.com.au/>, <http://hotshots.tennis.com.au/>, or a website managed by another ATO (Websites).
- (b) when you enter your personal information, or agree to your personal information being entered into one of Tennis Australia's online IT systems including, without limitation, My Tennis, Competition Planner, Tournament Planner, and Kenexa (HR recruitment system), or a system managed by another ATO (IT Systems).
- (c) when you email an ATO or contact an ATO by telephone or mail;
- (d) when you engage with an ATO via social media;
- (e) when you elect to receive tennis related newsletters or other information;
- (f) when you enter a competition that is being conducted by, or on behalf of, an ATO;
- (g) when you purchase tickets to a tennis event from an ATO or an authorised agent or licensee;
- (h) when you purchase merchandise from an ATO or an authorised agent or licensee;
- (i) when you purchase other products or services from an ATO or an authorised agent or licensee; and/or
- (j) when you provide an ATO with information in an application or consent form, survey, feedback form or incident report.

**4.3** An ATO may collect personal information regarding a child from the parent or other 'responsible person' associated with that child. At times an ATO may collect personal information regarding an adult from another 'responsible person' associated with that adult.

**4.4** An ATO may also collect and use personal information that is given to it by another ATO or a third party in the course of its business, if that collection is reasonably necessary for an ATO's or the third party's legitimate functions or activities. Examples of such third parties could include, without limitation, the ITF, WTA, ATP, The Australian Institute of Sport, the Australian Olympics Committee, non-affiliated tennis organisations, Tennis Australia Coach Members, schools who partake in Tennis Australia programs or Law enforcement bodies.

**4.5** An ATO may, at times, collect information from publically maintained records, if that collection is reasonably necessary for the ATO's legitimate functions or activities.

## **5. What personal information may be collected about you?**

**5.1** The kinds of personal information that an ATO collects about you will depend on the primary purpose for which such information was collected. An ATO may collect and store various kinds of information about you in connection with its legitimate functions and activities, including, without limitation:

- (a) 'contact information', such as your name, phone numbers, address details, email address and social media details;
- (b) your date of birth, age, gender, tennis rankings and results;

- (c) details of tennis programs that you have participated in and the organisations that you have participated with;
- (d) details of a disability you may suffer, if you elect to provide that information to allow the ATO to provide you with relevant services and information;
- (e) details of your cultural background, nationality, and language(s) spoken, if you elect to provide that information to allow the ATO to provide you with culturally sensitive information and services;
- (f) copies of communications between an ATO and you;
- (g) information regarding any outstanding payments owed by you to an ATO;
- (h) other personal information provided voluntarily by you. For example, this could be information provided in response to surveys or competitions;
- (i) payment details, if you apply for membership, purchase of goods or services from, or make other payments to, an ATO or their agents, licensees or contactors;
- (j) details of your academic qualifications, results, professional interests, reference checks, car registration and drivers licence details (if applicable), if you apply for employment or volunteer positions with an ATO;
- (k) background checks, including reference checks, police checks, working with children checks and completed member protection declarations and related documents. This information may be obtained and retained about you if:
  - (i) you apply for, and/or obtain employment or volunteer positions;
  - (ii) you apply for and/or obtain Tennis Australia Coach Membership;
  - (iii) you are proposing to, or provide certain services to an ATO;
  - (iv) you apply for and/or obtain accreditation at a tennis event;
  - (v) you are a tennis player participating in one of our programs or a tennis tournament, competition or event; or
  - (vi) the ATO otherwise considers it appropriate to obtain background checks in relation to you before entering into contracts, arrangements or understandings with you, or entities related to you;
- (l) medical information and emergency contact details. For example, this information may be held about you if you are a tennis player and/or have elected to participate in fitness or sporting activities, such as cardio tennis;
- (m) non-personally identifiable information, such as your IP address, browser type, web pages visited etc.; and/or
- (n) other personal information that is relevant to the conduct of the ATO's legitimate activities.

**5.2** Some of the information that you give to an ATO may be required. Other information may be optional. If you do not give an ATO some of, or all, the personal information that it requests, it may affect the ATO's ability to communicate with you. It may also affect the ATO's ability to provide products or services to you and it may affect your ability to participate in programs

conducted by an ATO or apply for employment or volunteer positions with an ATO. If it is impracticable for an ATO to deal with you in circumstances where you have not provided the information or consents that it has requested, it may decline to do so.

## **6. Personal information collected via Websites**

**6.1** An ATO will not collect any personal information about users of Websites except when they knowingly provide it or as otherwise described below.

### **Click Stream Data**

**6.2** When you visit and browse an ATO's Website, the relevant website host may collect information for statistical, reporting and maintenance purposes.

**6.3** The information collected by a Website's website host is used to administer and improve the performance of the Website and to better understand what is of interest to you. The information may include:

- (a) the number of users visiting the Website and the number of pages viewed;
- (b) the date, time and duration of a visit;
- (c) the IP address of your computer; and
- (d) the path taken through the Website.

### **Cookies**

**6.4** Cookies are small text files that are transferred to a user's computer hard drive by a website for the purpose of storing information about a user's identity, browser type or website visiting patterns. Cookies may be used on our website to monitor web traffic, for example the time of visit, pages visited and some system information about the type of computer being used. We use this information to enhance the content and services offered on our website.

**6.5** Cookies are sometimes also used to collect information about what pages you visit and the type of software you are using. If you access the Website or click-through an email we send you, a cookie may be downloaded onto your computer's hard drive.

**6.6** Cookies may also be used to improve the operation of a Website and to better understand what is of interest to you.

**6.7** You can configure your browser to accept all cookies, reject all cookies, or notify you when a cookie is sent. Each browser is different, so check the "Help" menu of your browser to learn how to change your cookie preferences.

**6.8** If you disable the use of cookies on your web browser or remove or reject specific cookies from our website or linked sites then you may not be able to gain access to all of the content and facilities in those websites.

### **Web Beacons**

**6.9** Web beacons are images that originate from a third party site to track visitor activities. ATOs may use web beacons to track the visiting patterns of individuals accessing a Website.

## **7. How can an ATO use and disclose the personal information it collects about you?**

**7.1** An ATO may use and disclose your personal information for the primary purpose for which it was collected and secondary purposes related to the primary purpose. You acknowledge that such primary and secondary purposes may include, without limitation:

- (a) to verify your identity and reduce the likelihood of duplications in IT Systems and Websites;
- (b) to complete and retain background checks;
- (c) to maintain the Australian tennis rankings;
- (d) to provide you with products or services you have requested;
- (e) to provide you with information about relevant activities and opportunities;
- (f) to assist other ATOs;
- (g) to promote your business if you are a Tennis Australia Coach Member and have agreed to have your contact details listed on Tennis Australia's Website and other promotional materials;
- (h) to develop, run, and administer existing and new competitions, programs, activities and other events;
- (i) to share relevant player information with the ITF, WTA, ATP, Australian Olympics Committee and other relevant bodies;
- (j) to organise medical treatment for players;
- (k) to administer, manage and improve the Websites and IT Systems and to provide you with access to those Websites and IT Systems;
- (l) to manage your relationship with ATOs;
- (m) to implement and administer Tennis Australia's National Policies, copies of which are available on Tennis Australia's website at <http://www.tennis.com.au/about-us/about-tennis-australia/policies>;
- (n) to disclose to other ATOs relevant information regarding your financial standing with an ATO, including whether or not you are a financial member;
- (o) to disclose to an ATO's professional advisors, including accountants, auditors and lawyers, or insurers or insurance brokers, when considered necessary or appropriate;
- (p) to assist law enforcement bodies, when considered necessary or appropriate;
- (q) for direct marketing communications from an ATO in relation to products, services, event tickets, merchandise and special offers made available by either the same or another ATO or their respective corporate partners, licensees, sponsors, suppliers and broadcasters (who may, at times be outside Australia), where you have consented to receive such communications or would reasonably expect to receive such communications, and have not requested not to receive such communications. You will be able to opt-out of direct marketing at any time if you so choose, by utilizing the unsubscribe feature on electronic marketing communications, or in the case of other direct marketing materials contacting the ATO in accordance with Item 9 below; and

(r) where permitted by an ATO, to enable third party corporate partners, licensees, sponsors, suppliers and broadcasters who have a relationship with an ATO (and who may, at times be outside Australia), to market and promote their products and services to you where you have consented to receive such communications or would reasonably expect to receive such communications, and have not requested not to receive such communications. You will be able to opt-out of direct marketing at any time if you so choose, by utilizing the unsubscribe feature on electronic marketing communications, or in the case of other direct marketing materials contacting the ATO in accordance with Item 9 below.

**7.2** An ATO may have contractual relationships with a number of third party suppliers and IT System administrators who assist the ATO, for example IT vendors who develop, test and maintain IT Systems and Websites or medical consultants who provide medical services at Events. At times, the third party suppliers and IT System administrators may have access to your personal information in the course of supplying products and services to the ATO. At times these third party suppliers and IT System administrators may be located outside Australia, including in the United States of America, the Netherlands and Germany. These third party suppliers and IT System administrators will be required to protect your personal information on the terms set out in their contract with the ATO. An ATO may also disclose your personal information to an international tennis organisation if you are involved in a tennis tournament sanctioned by that international tennis organisation. An example is the International Tennis Federation, based in the United Kingdom.

**7.3** An ATO will not otherwise disclose personal information without permission, unless the disclosure is:

- (a) in accordance with this Privacy Policy or any agreement with the individual; or
- (b) required or authorised by law, including without limitation the National Privacy Principles, and from 12 March 2014, the Australian Privacy Principles, under the Privacy Act 1988 (Cth).

## **8. Storage and security of personal information**

**8.1** Each ATO aims to keep your personal information secure. Any personal information that is collected via a Website or which is held on an ATO's IT System is protected by reasonable safeguards which may include firewalls and encryption.

**8.2** If an ATO finds that it has no further need for your personal information it may remove it from its IT Systems and destroy all record of it.

## **9. How to correct and access personal information**

**9.1** If you provided your personal information via an IT System or Website, you can update your personal information in that IT System or Website at any time by logging onto the relevant IT System or Website and submitting the updated information. Alternatively you can contact an ATO in accordance with Item 9 to request that they update the personal information they hold about you.

**9.2** You may be entitled to access personal information that an ATO holds about you. You can request access to the personal information by contacting that ATO in accordance with Item 9. The ATO may charge a reasonable fee where access is provided. There may be some legal or administrative reasons to deny access. If an ATO refuses your request to access your personal information, it will provide you with reasons for the refusal.



## 10. Who to contact about privacy matters

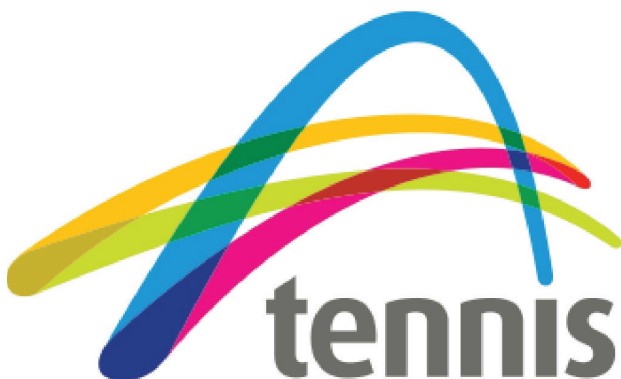
Each ATO is responsible for protecting the personal information that it holds about you in accordance with this privacy policy. If you have any queries you should contact the relevant responsible ATO directly.

If you would like to access the personal information that Tennis Australia or an ATO holds about you, have a complaint or would like further information about this privacy policy, you can contact Tennis Australia's privacy officer either:

(a) by email to: [privacy@tennis.com.au](mailto:privacy@tennis.com.au); or

(b) by writing to: Privacy Officer, Tennis Australia, Private Bag 6060 Richmond Victoria 3121 Australia.

Tennis Australia will investigate your queries and complaints within a reasonable period of time and will notify you of the outcome of our investigation. Tennis Australia may refer your correspondence to the relevant ATO.

### • Play

- [Leagues](#)
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### • Learn

- [What is tennis?](#)
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## **SECTION 12 – PARTICIPATION AND ONLINE SYSTEM TERMS AND CONDITIONS**



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- > Participation and Online Systems Terms and Conditions

## Participation and Online Systems Terms and Conditions

Tennis Australia provides a number of national online tennis participation systems for the benefit of Australian Tennis Organisations and tennis players. These systems include:

- My Tennis
- Competition planner
- Tournament planner, and Active Network payment gateway
- Bounce; and
- Other online tennis participation systems provided or organised by Tennis Australia

(together the Tennis Participation Online Systems).

Some Tennis Participation Online Systems are owned, hosted and managed by Tennis Australia. Other Tennis Participation Online Systems are owned, hosted and managed by third parties contracted by Tennis Australia to provide these services

By using a Tennis Participation Online System you agree to be bound by these terms, as updated from time to time in accordance with Item 3.2 below.

## 1. INFORMATION FOR REGISTERED AUSTRALIAN TENNIS PARTICIPANT AND DELIVERERS

### 1.1 Access and Use

Some Tennis Participation Online Systems can only be accessed if you are a registered Australian Tennis Participant and have a “My Tennis” id number, or are registering as an Australian Tennis Participant for the first time. Some Tennis Participation Online Systems can only be accessed if you are a Deliverer (e.g. Tennis Australia Coach Member, School or an Australian Tennis Organisation).

Some components of Tennis Participation Online Systems are only available to Tennis Australia. Other aspects of Tennis Participation Online Systems can be accessed by other Australian Tennis Organisations. Some components of Tennis Participation Online Systems are publically available.

For the purposes of these terms and conditions, each of the following is an Australian Tennis Organisation:

- (a) Tennis Australia,
- (b) Member Associations, being the governing body of tennis in each Australian State and Territory known as Tennis ACT, Tennis Victoria, Tennis New South Wales, Tennis Queensland, Tennis NT, Tennis West, Tennis SA and Tennis Tasmania,
- (c) Affiliated Organisations, being those organisations (other than Member Associations, Regional Associations and Affiliated Clubs) which are affiliated to Tennis Australia from time to time in accordance with its constitution,
- (d) Member Affiliated Organisations, being those organisations (other than Regional Associations and Affiliated Clubs) which are members of or affiliated to Member Associations and/or Affiliated Organisations and by way of example include Tennis Umpires Australia Queensland Division Inc and Tennis Seniors New South Wales Inc.,
- (e) Regional Associations, means those regional or metropolitan tennis associations which are members of, or affiliated to, a Member Association,
- (f) Affiliated Clubs, being those tennis clubs which are a member of or affiliated to a Regional Association and/or Member Association, if they have not chosen to adopt a separate privacy policy.

If you are under 18 you must obtain the consent of your parent or guardian before registering and/or using a Tennis Participation Online System.

Each person is only entitled to have one “My Tennis” participant profile or log in to any single Tennis Participation Online System. Tennis Australia may merge your records if you have more than one profile or log in details in the same Tennis Participation Online System.

## **1.2 Privacy**

Tennis Australia respects your privacy. Tennis Australia also wants to share information with you about tennis activities and events.

The personal information you submit while using a Tennis Participation Online System will be collected, used and disclosed in accordance with the tennis privacy statement and the tennis privacy policy, which contains information about how you may access and seek correction of your personal information, how you can complain about a breach of your privacy, and how the complaint will be dealt with. The personal information you submit will also be available to authorised ATO's and Deliverers across multiple Tennis Participation Online Systems.

In certain limited situations, the information that you submit while using a Tennis Participation System may be made publically available. For example:

- (a) If you are a coach member, your business and contact details may be advertised on the tennis website.
- (b) If you are a tennis player, your name, age/year of birth and/or location may appear on tennis rankings, tournament schedules, competition schedules and results pages.

### **1.3 Safety**

Tennis Australia wants everyone who uses the Tennis Participation Online Systems to have a safe and enjoyable experience. Tennis Australia needs your help to keep the use of the Tennis Participation Systems a safe and enjoyable experience for all. As a result, by using the Tennis Participation Online Systems you agree to:

- (c) not register or post any false personal information on a Tennis Participation Online System, or create an account/profile/login for anyone other than yourself without permission;
- (d) not create another account/profile/login without our permission, if we remove or disable your account/profile/login;
- (e) not use a Tennis Participation Online System for any improper purpose, including monitoring, stalking, harassing or bullying others;
- (f) keep your contact information (i.e. phone number and email address) accurate and up-to-date;
- (g) not share your password, let anyone else access your account, or do anything else that might jeopardize the security of your account/profile/login;
- (h) not transfer your account/profile/login to anyone without first getting our written permission;
- (i) not post unauthorized commercial communications (such as spam or advertisements) on a Tennis Participation Online System;
- (j) not collect users' content or information, or otherwise access a Tennis Participation Online System using automated means (such as harvesting bots, robots, spiders, or scrapers);
- (k) not upload viruses or other malicious code;
- (l) not solicit login information or access an account/profile/login belonging to someone else;
- (m) not post content that: is hate speech, threatening, or pornographic; incites violence; or contains nudity or graphic or gratuitous violence;
- (n) not use a Tennis Participation Online System to do anything unlawful, misleading, malicious, or discriminatory;
- (o) not do anything that could disable, overburden, or impair the proper working or appearance of a Tennis Participation Online System;
- (p) not post content or take any action on an Tennis Participation Online System that infringes or violates someone else's rights or otherwise violates the law; and
- (q) not to copy or reverse engineer any Tennis Participation Online System.

Tennis Australia may remove information from our Tennis Participation Online Systems if Tennis Australia (in its sole discretion) considers it appropriate to do so. Please note that Tennis Australia's decision to remove information from a Tennis Participation Online System is final and no further correspondence will be entered into.

## **1.4 Information and links**

Tennis Australia may update the information on each Tennis Participation Online System from time to time, without notice.

The Tennis Participation Online Systems may contain links to other websites or social media channels. Tennis provides those links as a ready reference for searching the internet and engaging on social media and not as an endorsement of those websites, social media channels, their operators or the goods and services that they describe. Tennis Australia is not responsible for and will not be liable in respect of the content or operation of those websites, social media channels or any of the goods and services that they describe.

If you make a payment via a link available on a Tennis Participation Online System and provide your personal information to a recipient, that payment and information exchange is made by you to the recipient.

You are not permitted to link a Tennis Participation Online System to another webpage without Tennis Australia's express written permission, unless the Tennis Participation Online System offers this functionality.

## **1.5 Copyright and Trade Marks**

Copyright in the Tennis Participation Online System, and all components of it is owned or licensed by Tennis Australia unless otherwise indicated. You must not copy, modify or transmit any material from the Tennis Participation Online Systems without Tennis Australia's consent.

The Tennis Participation Online Systems contain trade marks which may be registered or otherwise protected by law. These include the tennis logo and the logos of tennis tournaments. You are not permitted to copy or use these trade marks.

## **2. INFORMATION FOR ADMINISTRATORS**

If you are an administrator of a Tennis Participation Online System your role is to:

- (a) use your best endeavours to ensure that the information you enter is accurate and complete;
- (b) update the information in the Tennis Participation Online Systems when you become aware that the information is out of date;
- (c) if you are entering personal information on behalf of another, notify that person that their personal information will be used in accordance with the tennis privacy policy, their information will be available in all Tennis Participation Online Systems and that they may receive information from Australian Tennis Organisations;

- (d) only use information in the Tennis Participation Online System for tennis activities and purposes and not for any other purpose;
- (e) maintain the security of your password and log in details; and
- (f) not do anything that would be a breach of clause 1 of these terms and conditions.

## **3. GENERAL**

### **3.1 Anti-Spam Notice**

You must not use any personal information (including, but not limited to names, locations and any email addresses) that appears on a Tennis Participation Online System to infer consent to the receipt of unsolicited commercial electronic messages or other communications from you or other third parties. Without limiting the foregoing, the personal information (including, but not limited, to email addresses) of Tennis Australia staff members, Member Association staff members, Tennis Australia Coach Members and Affiliated Club or Association Officials must not be used by third parties to send unsolicited commercial electronic messages.

### **3.2 Liability**

Subject to any applicable law which cannot be excluded:

- (a) You use the Tennis Participation Online Systems at your own risk.
- (b) Tennis Australia provides you with access to the Tennis Participation Online Systems without any express or implied warranties, including, but not limited to implied warranties or merchantability, fitness for a particular purpose and non-infringement. Tennis Australia does not guarantee, or make any representations or warranties that the Tennis Participation Online Systems or the information on them will be always safe, secure, complete, available, and free of errors.
- (c) Tennis Australia excludes all warranties, whether express or implied, in relation to the Tennis Participation Online Systems, all links to or from the Tennis Participation Online Systems, and any goods or services accessible via the Tennis Participation Online Systems.
- (d) Tennis Australia is not liable for any loss or damage (including personal injury or death) that you may suffer as a result of using the Tennis Participation Online Systems.
- (e) Tennis Australia will not in any case be liable for any direct or indirect lost profit or incidental, consequential or special damages arising out of or in connection with the Tennis Participation Online Systems, even if Tennis Australia was aware or ought to have been aware of the possibility of such loss or damage.
- (f) If Tennis Australia's liability cannot be limited completely, Tennis Australia's total liability to you will be limited to A\$1.

### 3.1 Queries

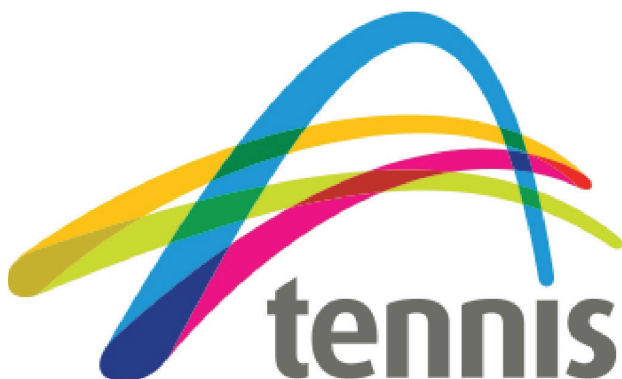
If you have a query you can contact Tennis Australia by using the “Contact Us” details on the Tennis Australia website: [www.tennis.com.au](http://www.tennis.com.au).

### 3.2 Updates

Tennis Australia may update these terms and conditions from time to time, by posting the update (or a link to the update) on the Tennis Participation Online Systems. Your continued use of the Tennis Participation Online Systems following changes to our terms and conditions constitutes your acceptance of our amended terms.

### 3.3 Other

- (a) These t&cs are governed by the laws of Victoria, Australia.
- (b) If any portion of these t&cs is found to be unenforceable, the remaining portion will remain in full force and effect.
- (c) If Tennis Australia fails to enforce any of these t&cs, it will not be considered a waiver.
- (d) Tennis Australia reserve all rights not expressly granted to you.
- (e) You must comply with all applicable laws when using or accessing the Tennis Participation Online Systems.



## **SECTION 13 – GIFT AND ENTERTAINMENT**





# **GIFTS AND ENTERTAINMENT POLICY**

# GIFTS AND ENTERTAINMENT POLICY

## Background

1. Tennis Australia Ltd's (TA) values of Excellence, Humility, Loyalty and Teamwork require the highest professional conduct standards on the part of TA Representatives. TA has adopted this policy as a way of safeguarding that:
  - (a) TA does not improperly influence decision-making of foreign government officials by offering gifts and entertainment which expose TA or TA Representatives under foreign anti-bribery regulations;
  - (b) TA does not improperly influence decision-making of Australian government officials or other parties by offering excessive gifts or entertainment;
  - (c) TA's resources are used appropriately;
  - (d) TA's business decision-making is sound and not swayed by offers of substantial personal gifts or entertainment to TA Representatives; and
  - (e) TA's business decision-making on high value (i.e. Board Contracts) is not swayed by offers of gifts or entertainment during a Blackout Period.
2. As TA is a sports and entertainment organisation, TA runs a variety of events. Many of these events, such as the Australian Open, are high profile, and receive considerable attention across Australia and around the world. Accordingly, it is appropriate at times to invite guests to these events to showcase our work and capability in running events. As a result, this policy does not relate to the provision of TA Tickets.

## Definitions

### 3. In this policy:

**Direct Manager** means:

- (a) in the case of the CEO, the Chair of the Board, or in his or her absence, a Deputy Chair.
- (b) in the case of a Board Member (other than the Chair of the Board), the Chair of the Board, or in his or her absence, a Deputy Chair.
- (c) in the case of the Chair of the Board, the Chair of the Audit and Risk Committee, or in his or her absence, a Deputy Chair.
- (d) in the case of an employee, their line manager, or in his or her absence, their more senior line manager.

**Entertainment** means activities that are not paid for, in full, by the recipient, but does not include TA Tickets. Examples include:

- (a) complementary ticketing and/or hospitality at tennis events not organised by TA, like Roland Garros;
- (b) activities, such as football tickets, concert tickets, 'behind the scenes' experiences, a weekend winery expedition, or a supplier's golf day;
- (c) meals, such as an invitation to a bar or restaurant, which is not during a TA event; and
- (d) use of personal services, equipment or facilities, such as use of a supplier's gym, or company car.

**Foreign Government Official** means a public officer, employee or other person acting on behalf of any government (i.e national, provincial, local) that is *not an Australian government*. This includes persons acting on behalf of foreign government departments and agencies, state-controlled companies, international quasi-governmental organisations and enterprises financed in large measure by public money (or widely perceived to be performing government functions) and any persons with potential to act in this capacity (i.e candidates for office).

**Gifts** means anything of value that is not paid for, in full, by the recipient, but does not include TA Tickets. Examples include:

- (a) free or discounted items and items that are generally perceived as gifts, such as artwork, jewellery, expensive pens, wine or suits;
- (b) merchandise or other gifts provided at a TA event;
- (c) gift cards or promotional items, like gift hampers;
- (d) discounts, like offers of access to cost price goods; and
- (e) contributions, like a donation to a charity or other organisation linked to the recipient.

**Blackout Periods** has the meaning set out in clause 20. If you are a TA board member please refer to the Board Reports. If you are a TA employee, please refer to ACE.

**Board Contracts** means major contracts with partners or suppliers that are likely to result in TA spending or receiving over \$5 million during the term of the contract.

**TA Representatives** means TA board members and employees ('you').

**TA Tickets** means tickets/invites (which may include hospitality) to TA events provided to others either:

- (a) free of charge for their personal use; or
- (b) under a contract with TA.

**Third Party** means a person who is not a TA Representative.

## Gifts and Entertainment Rules

4. TA recognises that the exchange of modest Gifts and Entertainment is consistent with customary business practices. Nonetheless, TA Representatives **must not**, in their dealings with Third Parties:
  - (a) make or accept gifts of cash;
  - (b) make offers of Gifts or Entertainment to Foreign Government Officials without the COO's approval;
  - (c) accept and retain a Gift valued at over **\$300**;
  - (d) accept and fail to disclose Entertainment valued at over **\$300** per person;
  - (e) give a Gift valued at over **\$300** per person, unless prior approval has been granted by the Audit and Risk Committee;
  - (f) give and fail to disclose Entertainment valued at over **\$300** per person.
5. In deciding whether to make or accept offers of Gifts or Entertainment, TA Representatives should consider whether each offer is:
  - (a) consistent with TA's legitimate business interests;
  - (b) excessive or modest by local and industry standards;
  - (c) infrequent in occurrence;
  - (d) consistent with customary business practices;
  - (e) offered or accepted with an expectation of reciprocity;
  - (f) consistent with applicable laws; or
  - (g) otherwise likely to create and appearance of impropriety.
6. TA Representatives are personally responsible for ensuring his/her own conduct regarding Gifts and Entertainment does not expose TA to undue influence and other related risks and is consistent with this policy.
7. TA Representatives who are managers will also be accountable for overseeing their direct reports' conduct regarding Gifts and Entertainment.

## Offering Gifts or Entertainment (to Foreign Government Officials)

8. You must never bribe or attempt to improperly influence any Foreign Government Official. Such conduct is inconsistent with TA's values. The exchange of Gifts and Entertainment involving government officials is highly regulated in many overseas countries, so improper conduct may expose you or TA to criminal prosecution.
9. If you are considering making an offer of Gifts or Entertainment to a Foreign Government Official, **whatever the value**, before you make the offer you:
  - (a) must notify the COO and provide justification for the offer;
  - (b) must not offer the Gift or Entertainment without the COO's approval; and
  - (c) if approved, the offer will be recorded on the Gifts and Entertainment Register.
10. The COO may consult with the CEO, Legal and other stakeholders as necessary to establish whether the Gifts or Entertainment should be approved. You should allow at least 15 business days for the COO to consider the proposal.
11. If you are approached by a Foreign Government Official for Gifts or Entertainment to expedite or influence administrative decision-making, you should contact the COO immediately. You will never suffer demotion, penalty, or other adverse consequences for refusing to pay bribes, even if such refusal results in TA losing business.

## Offering Gifts and Entertainment to others

12. You must never bribe or attempt to improperly influence any Australian Government Official or any other Third Party. Such conduct is inconsistent with TA's values.
13. Before you can give a Gift or Gifts with a total value **over \$300** per person to Third Party, you must contact the COO. Prior approval needs to be sought by the COO from the Audit and Risk Committee (or Chair of the Board or Chair Audit and Risk Committee in urgent situations) and the COO needs to record the details the Gifts and Entertainment Register. The CEO is to obtain approval from the Chair of the Board (or in his or her absence, the Deputy Chair).
14. If you provide Entertainment with a total value of **over \$300** per person to any Third Party, you must notify the COO promptly and provide justification for the Entertainment, so the details can be recorded on the Gifts and Entertainment Register.
15. If you are considering making an offer of Gifts or Entertainment with a total value **under \$300** (to a person who is not a Foreign Government Official) you should always discuss the plans with your Direct Manager. While you are not required to notify the COO, you should always consider carefully whether the offer is consistent with TA's values, in TA's genuine business interests and is not an unnecessary waste of TA's resources.

## Accepting Gifts or Entertainment from others

16. TA's business decisions should be made in the best interests of TA. Accepting Gifts or Entertainment from Third Parties in connection with your role at TA creates the potential for business decisions to be influenced by personal advantage.
17. You should not accept a Gift with a total value of **over \$300**. If circumstances require you to accept a gift over \$300 you must notify the COO and provide the Gift to the COO, so the COO can make arrangements for it to be used for appropriate Company purposes. The COO will record such arrangements on the Gifts and Entertainment Register.
18. If you receive Entertainment with a total value of **over \$300** per person, you must obtain the approval from your Direct Manager and promptly notify the COO and provide justification for the decision, so the details can be recorded on the Gifts and Entertainment Register.
19. If you are offered Gifts or Entertainment with a total value **under \$300**, you should only accept if it consistent with TA's legitimate business interests.

## Blackout Period

20. In order to avoid any perception of any inappropriate conduct you must not accept Gifts or Entertainment from the other party to a Board Contract around the re-negotiation or tender period (known as the **Blackout Period**). The Blackout Periods will be listed in the Board Reports and published on ACE. If you have a role in the negotiations or an operational role in the delivery of the existing contract, you can have business meetings and other business communications with the other party during the Blackout Period. You can also accept invites to a celebratory dinner once the contract is signed.

## The Register

21. As indicated above:
  - (a) all offers of Gifts and Entertainment made by TA to Foreign Government Officials; and
  - (b) all Gifts and Entertainment either given or received by TA Representatives and valued over \$300;will be listed on the Gifts and Entertainment Register.
22. The Gifts and Entertainment Register will be provided by the COO to the TA Board's Audit and Risk Committee for review on a regular basis. The TA Executive Team will also receive updates on the Register from the COO as required.

## Breaches and reporting

23. Failure to comply with this policy will be viewed seriously and may result in disciplinary action, including dismissal.
24. Suspected breaches of this policy by employees should be reported to the COO. Suspected breaches of this policy by TA Board members should be reported to the Chair of the Audit & Risk Committee and/or Chair of the Board. Genuine reports are encouraged and the person will not be subject to any adverse outcome as a result of reporting suspected breaches where the person reasonably believes they have occurred.

## Version Control

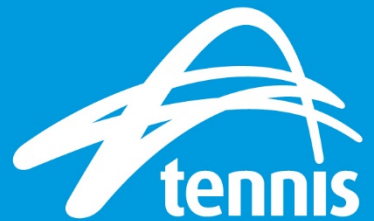
Version Number:	1
Effective Date:	1 August 2017

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## **SECTION 14 – WHISTLE BLOWER**

**NATIONAL  
POLICY**



# **WHISTLEBLOWER POLICY**

## Contents

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## 1. Purpose of this Policy

- 1.1. Tennis Australia's values of Excellence, Humility, Loyalty and Teamwork underscore everything we do. Consistent with these principles, those involved in Australian tennis share a responsibility to:
  - speak up and disclose Serious Misconduct by others involved in Australian tennis; and
  - ensure that those who do speak with good intentions and for a proper purpose can do so without being personally disadvantaged as a result of Whistleblowing.
- 1.2. The objective of this Policy is to encourage disclosure of wrongdoing by providing convenient and safe disclosure mechanisms and protection for people who make Serious Misconduct Disclosures.
- 1.3. Tennis Australia's Whistleblower Program incorporates this Whistleblower Policy and the Tennis Member Protection Policy. The Tennis Australia Integrity and Compliance Unit has oversight of this Program and Policy.
- 1.4. If anything in this Policy is inconsistent with any relevant Federal, State or Territory law, the relevant Federal, State or Territory law prevails to the extent of the inconsistency.

## 2. Definitions

**Australian Sports Anti-Doping Authority (ASADA)** means Australia's national anti-doping organisation.

**Australian Tennis Organisation (ATO)** means any of the following:

- (a) **Tennis Australia,**
- (b) **Member Associations,** being the governing body of tennis in each Australian State and Territory known as Tennis ACT, Tennis Victoria, Tennis New South Wales, Tennis Queensland, Tennis NT, Tennis West, Tennis SA and Tennis Tasmania,
- (c) **Affiliated Organisations,** being those organisations (other than Member Associations, Regional Associations and Affiliated Clubs) which are affiliated to Tennis Australia from time to time in accordance with its constitution,
- (d) **Member Affiliated Organisations,** being those organisations (other than Regional Associations and Affiliated Clubs) which are members of or affiliated to Member Associations and/or Affiliated Organisations and by way of example include Tennis Umpires Australia Queensland Division Inc and Tennis Seniors New South Wales Inc.,
- (e) **Regional Associations,** means those regional or metropolitan tennis associations which are members of, or affiliated to, a Member Association,
- (f) **Affiliated Clubs,** being those tennis clubs which are a member of or affiliated to a Regional Association and/or Member Association,

**(g) Tennis Australia Coach Members**, being those coaches that are Tennis Australia Coach Members.

**Court of Arbitration for Sport (CAS)** means the international quasi-judicial body established to settle disputes related to the sport through arbitration.

**Disclosure** means providing information about actual or suspected Serious Misconduct via the Disclosure mechanisms in clause 4.

**International Tennis Federation (ITF)** means the governing body of world tennis.

**Serious Misconduct** means an allegation of illegal conduct or serious sports integrity breaches as defined in clause 6.1.

**Tennis Australia Integrity and Compliance Unit** is responsible for ensuring compliance with all Tennis Australia's national policies.

**Tennis Integrity Unit (TIU)** means the anti-corruption body covering all professional tennis around the world. The TIU is an operationally independent organisation based in London. It is funded by the sport's seven major stakeholders – International Tennis Federation, ATP, WTA, Australian Open, French Open, Wimbledon and the US Open.

**World Anti-Doping Agency (WADA)** means the Agency responsible for the monitoring of the World Anti-Doping Code.

**Whistleblowing** means a Disclosure by (or for) a witness of actual or suspected Serious Misconduct.

**Whistleblower** means a person who discloses actual or suspected Serious Misconduct in accordance with this Policy.

**Whistleblower Investigation Officer (WIO)** means a person appointed to investigate the Disclosure.

**Whistleblower Protection Officer (WPO)** means a person who will provide mentoring and other support deemed necessary. The WPO is responsible for keeping the Whistleblower informed of the progress and outcomes of the inquiry/investigation subject to considerations of privacy of those against whom a Disclosure has been made.

### **3. Who is covered by the Whistleblower Program?**

- 3.1. Anyone who is reasonably connected with an Australian Tennis Organisation who makes a Disclosure that meets the requirements in clause 6.1.

### **4. Avenues for making a Disclosure**

- 4.1. If you have a concern that another person in the Australian tennis community has engaged in Serious Misconduct you should disclose that concern by:

- a) Contacting the Tennis Australia Integrity and Compliance Unit (via phone, email to [integrity@tennis.com.au](mailto:integrity@tennis.com.au) or by completing the online form); or
- b) Contacting the 24 hour external reporting service (via telephoning 1800 11 SAFE (1800 117 233), or by fax, email, mail or online form).

4.2 The external reporting service is managed by an experienced and reputable firm and is available 24 hours a day, 7 days a week. Tennis Australia's Whistleblower Program supports confidential and anonymous reporting.

4.2. When making a Disclosure you can choose to:

- a) Remain anonymous from both Tennis Australia and the external reporting service;
- b) Disclose your identity to the external reporting service, but withhold it from Tennis Australia;
- c) Disclose your identity to Tennis Australia (and the external reporting service, if you decide to use that service).

## 5. How will Disclosures be handled?

- 5.1. Disclosures received via the external reporting service will be evaluated by the external reporting service, and if the external reporting service deems appropriate, referred to the Tennis Australia Integrity and Compliance Unit for further evaluation.
- 5.2. Disclosures received directly by the Tennis Australia Integrity and Compliance Unit will be evaluated by that Unit.
- 5.3. The Tennis Australia Integrity and Compliance Unit will evaluate whether a Disclosure may potentially fall within the scope of the Whistleblower Program.
- 5.4. Where the Tennis Australia Integrity and Compliance Unit considers it appropriate, a Whistleblower Investigation Officer will be appointed to investigate the substance of the complaint to determine whether there is evidence in support of the matters raised or, alternatively, refute the Disclosure made. The Whistleblower Investigation Officer will determine the process of investigation.
- 5.5. At times, the matter may be referred to the police and/or other external bodies for investigation.
- 5.6. Nothing in this policy prohibits Tennis Australia from sharing information with the police, law enforcement and regulatory bodies and any other relevant external bodies, including without limitation, ASADA, WADA, TIU and ITF.

## 6. What kinds of matters are covered by the Whistleblower Program?

- 6.1. The Whistleblower Program relates to Serious Misconduct, which will generally involve allegations of illegal conduct or serious sports integrity breaches. Below is a list of the matters that are considered **Serious Misconduct** for the purposes of the Program and who can make a Disclosure for the purposes of the Program:

Serious Misconduct	Who can make a Disclosure under the Whistleblower Program?
<b>Member protection matters of a serious nature which may involve illegal conduct. Child abuse or Abuse are examples.</b>	Anyone
Breaches of Tennis Australia's <b>Anti-doping Policy</b> .	Anyone
<b>Fraud</b> is dishonest activity causing actual or potential financial loss to a tennis organisation. Examples include <b>theft of money or other property</b> .	Anyone
<b>Corruption which</b> is dishonest activity whereby a person acts contrary to the interests of a tennis organisation to which they have duties and abuses his/her position of trust in order to achieve some personal gain or advantage for him or herself or for another person or entity.	Anyone
<b>Conduct that seriously endangers the health and safety of employees or contractors of a tennis organisation.</b>	A current officer of the tennis organisation A current employee of the tennis organisation A contractor or the employee of a contractor who has a current contract to supply good or services to the tennis organisation.
<b>In respect of tennis organisations that are Corporations, contravention of a provision of the Corporations legislation</b>	As set out in part 9.4AAA of the Corporations Act 2001 (Cth): 1. a current officer of the tennis organisation 2. a current employee of the tennis organisation 3. a contractor, or the employee of a contractor, who has a current contract to supply goods or services to the tennis organisation.
<b>In respect of tennis organisations that are Incorporated Associations, contravention of the rules relating to that Incorporated association.</b>	1. a current officer of the tennis organisation 2. a current employee of the tennis organisation 3. a contractor, or the employee of a contractor, who has a current contract to supply goods or services to the tennis organisation.

Please note: offences under the Tennis Anti-Corruption program should be disclosed directly to the TIU.

- 6.2. The Whistleblower Program is about disclosing and dealing with serious and illegal practices. It is not about simply airing a personal grievance with another person or recording your disagreement with a decision that has been validly made or the way something is done. Conventional complaint procedures should be used for those purposes.
- 6.3. The person making a Disclosure for the purposes of this policy should have reasonable grounds to suspect that a person involved in tennis in Australia has engaged in Serious Misconduct and share whatever information they have available to them in respect of the Disclosure.
- 6.4. A Disclosure must be made in "good faith" which means the Disclosure must be honest, genuine, and motivated by wanting to disclose Serious Misconduct. Allegations which are considered by Tennis Australia's Integrity and Compliance Unit to be vexatious, malicious, motivated by revenge, motivated by personal (or business) gain or motivated by a desire to harm the reputation of another will not result in Whistleblower protections and may be viewed as a serious disciplinary offence.

- 6.5. Nothing in the Whistleblower Program is intended to obstruct any person from reporting possible violations of law or regulation to any appropriate law enforcement, governmental agency or regulatory body.

## **7. Protections under the Whistleblower Program**

- 7.1. The Whistleblower Program provides protection by allowing for anonymous Disclosures. Where a matter is Disclosed anonymously, Tennis Australia will not be able to implement any additional protective mechanisms.
- 7.2. In situations where the person making the Disclosure discloses his or her identity to Tennis Australia, Tennis Australia's Integrity and Compliance Unit will assess and determine if any protections should be put in place and what those protective mechanisms should be.
- 7.3. Confidentiality will be the most common protective mechanism. The Tennis Australia Integrity and Compliance Unit will ordinarily not release the identity of the person who made the Disclosure to others within the Australian tennis community, without the consent of the person who made the Disclosure. The Tennis Australia Integrity and Compliance Unit liaises and co-operates with law enforcement, regulatory bodies and sports administrative bodies and will share information with those external bodies as required.
- 7.4. Where the disclosure has been made by a current Tennis Australia or Member Association employee and the employee has disclosed his or her identity to the Tennis Australia Integrity and Compliance Unit, that Unit will assess the situation and determine whether it is appropriate to appoint a Whistleblower Protection Officer for the employee. If a Whistleblower Protection Officer is appointed they will oversee protection and welfare of the Whistleblower to ensure that the Whistleblower is not personally disadvantaged as a result of making the Disclosure by:
- (a) Dismissal,
  - (b) Demotion,
  - (c) Any form of harassment,
  - (d) Discrimination, or
  - (e) Current or future bias.

In addition, a confidential support and counselling program (Employee Assistance Program) is available to all staff.

- 7.5. The Tennis Australia Integrity and Compliance Unit will, if the need arises, consider whether any immunity can or should be provided by Tennis Australia to the Whistleblower. It should be noted that Tennis Australia is not able to provide immunity from criminal prosecutions and civil claims or matters adjudicated by other tennis or sports bodies, such as the ITF, TIU, WADA, ASADA or CAS. Additionally, Tennis Australia may not be able to impact the decisions or conduct of other parties including, without limitation, other Australian Tennis Organisations.
- 7.6. If a Whistleblower who has disclosed their identity to Tennis Australia reasonably believes that they have been adversely affected by a decision of an Australian Tennis Organisation as a direct result of making that Disclosure, they can make a Member Protection complaint. When the Member Protection complaint is assessed, consideration will be given as to whether the person has been adversely affected by a decision of an Australian Tennis



Organisation, and if so, if there are other legitimate reasons why the relevant decision was made.

## **8. Program updates**

- 8.1 The Whistleblower Program will be reviewed in line with changes to the legislative and sports governance requirements in Australia.

**Tennis Australia**

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