



# Netball Australia CODE OF CONDUCT

26 March 2022

# NETBALL AUSTRALIA CODE OF CONDUCT

*Netball Australia pays respect to the traditional custodians of our ancient continent, Aboriginal and Torres Strait Islander peoples, we honour their continuing connection to country and their custodianship of the world's oldest living culture.*

*Where relevant, in this Code of Conduct – reference to Netball Australia includes Suncorp Super Netball.*

*Netball Australia's Purpose: We are the ultimate team sport. Netball is the place to belong, be your best and be bold.*

## Table of Contents

1. Introduction.....	1
2. Definitions.....	1
3. Code of Conduct.....	5
4. Role of Team Owners.....	9
5. Team Owner Representatives .....	9
6. Consequences for Breaches of the Code of Conduct.....	10

## 1. Introduction

- 1.1 This Code of Conduct seeks to promote and strengthen the reputation of the sport of netball in Australia by establishing the behaviours that are expected by Participants in the NA Elite Programs both on and off the netball court.
- 1.2 Netball Australia, Suncorp Super Netball Clubs (**SSN Clubs**), Member Organisations (**MOs**) and the Participants each have a role to play in supporting these standards and expectations.
- 1.3 Capitalised words in the Code of Conduct are defined terms and their definitions are set out in Article 2.
- 1.4 All Participants are automatically bound by and required to comply with all of the provisions of the Code of Conduct. Accordingly, by their participation or involvement in any way in the Elite Programs, such Participants shall be deemed to have agreed:
  - 1.4.1 that it is their personal responsibility to familiarise themselves with all of the requirements of the Code of Conduct, including what behaviour constitutes a breach of the Code of Conduct;
  - 1.4.2 to submit to the exclusive jurisdiction of the Tribunal convened under the Tribunal Rules to hear and determine any report of an alleged breach brought (and any appeals in relation thereto) pursuant to the Code of Conduct; and
  - 1.4.3 not to bring any proceedings in any court or other forum that are inconsistent with the foregoing submission to the jurisdiction of the Tribunal.
- 1.5 The terms of all relevant Contract and applicable NA, SSN, MO and/or Club policies and procedures continue to apply to all Participants, along with the requirements set out in this Code of Conduct.
- 1.6 Where inconsistencies appear between this Code of Conduct and a Contract, the terms of the Code shall prevail to the extent of such inconsistency.
- 1.7 This Code of Conduct shall come into full force and effect on 26 March 2022 (the Effective Date).
- 1.8 If any item or provision of this Code of Conduct is held invalid, unenforceable or illegal for any reason, the Code of Conduct shall remain otherwise in full force apart from such item or provision that shall be deemed deleted insofar as it is invalid, unenforceable or illegal.
- 1.9 The Code of Conduct is governed by and shall be construed in accordance with the laws of the State of Victoria, Australia.

## 2. Definitions

- 2.1 Capitalised terms in these Tribunal Rules have the following meaning:

**ANC** means the Australian Netball Championships and any subsequent or successor competition substantially similar to the Australian Netball Championships that is conducted by NA.

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

**Athlete** includes any person who:

- a) holds any playing Contract with NA (Australian Netball Diamonds squad member, Australian Development Squad member, Australian 21/U squad member);
- b) holds a Contract with an SSN Club;
- c) holds a Contract with an SSN Club or MO to participate in the ANC; and
- d) holds a Contract with an SSN Club or MO to participate in the NNC.

**Athlete Support Personnel** includes any coach, trainer, team manager, player agent, selector, team staff, official, doctor, physiotherapist, dietitian or other health related advisor or any other person employed by, contracted to, representing or otherwise affiliated to NA, SSN Club or MO or any other person employed by, contracted to, representing or otherwise affiliated to a team or squad that is chosen to represent NA or SSN Club or MO in an Elite Program, including any match in that Elite Program.

**Collective Player Agreement (CPA)** means the players' collective agreement between NA, the SSN Clubs and a Team Owner in respect of the players participating in the SSN

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

**Contract** includes the Team Participation Agreement, Collective Player Agreement, Standard Player Contract, Standard Training Partner Contract, Permanent Replacement Player Contract, Temporary Replacement Player Contract, the Scholarship Contract, Employment Agreement, Participation Agreement or any other agreement between the Participant and NA, the SSN Club and/or the MO (as applicable).

**Constitution** means NA's Constitution.

**Elite Program** means the following:

- a) Australian representative squads (Australian Netball Diamonds squad, Australian Development Squad, Australian 21/U squad and any other Australian program determined by NA from time to time);
- b) SSN competition, including pre-season matches and training programs;
- c) ANC, including pre-season matches and training programs;
- d) NNC, including pre-season matches and training programs;
- e) played by a MO team, SSN Club team or invitational representative Australian team against a touring international team in Australia.

**Match** means all netball matches played in the Elite Programs and any other netball matches played under the auspices or control of NA, the SSN Clubs or MOs relating to the Elite Programs.

**Match Delegate/Technical Official** means any person holding that role, from time to time, in respect of any Match.

**MO** means each of the NA member organisations, being:

- a) ACT Netball Association Incorporated;
- b) The New South Wales Netball Association Limited;
- c) Netball NT Incorporated;
- d) Netball Queensland Limited;
- e) South Australian Netball Association Incorporated;
- f) Tasmanian Netball Association Incorporated;
- g) Victorian Netball Association Incorporated; and
- h) Netball WA (Incorporated).

**NNC** means the National Netball Championships and any subsequent or successor competition substantially similar to the National Netball Championships that is conducted by NA.

**NA** means Netball Australia Limited.

**NA CEO** means the person holding that position at NA from time to time, including any person acting in that position.

**NA Head of Integrity** means the person holding that position at NA from time to time, including any person acting in that position.

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

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

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

**Policies and Procedures** means policies, rules and regulations of NA (including NA's Integrity Framework), the SSN Club or MO.

**Rules** means any rules of NA that are put in place for the sport of netball, as amended from time to time.

**Social Media** means a type of online media that allows people to participate in the creation and development of content, as opposed to traditional media that only delivers content. Social Media channels include (but are not limited to) the following sites operated by third parties:

- a) social networking sites such as Facebook;
- b) video and photo sharing websites such as YouTube, Vimeo, Pinterest, TikTok and Snapchat;
- c) blogs and blogging channels such as WordPress, Blogger and Tumblr;
- d) microblogging and activity streams such as Twitter and Instagram;

- e) social bookmarking sites such as Digg and Google+;
- f) professional networking sites such as LinkedIn; and
- g) wikis and online encyclopedia such as Wikipedia.

**SSN** means the Suncorp Super Netball competition or such other name given to that competition by NA.

**SSN Clubs** means the Australian netball teams owned by Team Owners that have been granted licences to participate in the SSN competition by NA in accordance with the terms of a Team Participation Agreement which, as at the date of this Code of Conduct, are:

- a) NSW Swifts;
- b) Giants Netball;
- c) Queensland Firebirds;
- d) Adelaide Thunderbirds;
- e) Melbourne Vixens;
- f) West Coast Fever;
- g) Collingwood Magpies Netball; and
- h) Sunshine Coast Lightning.

**Team** means any team of an MO or SSN Club that is participating in a Match and/or that Contracts a Participant.

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

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

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

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

**Umpires** includes any person who:

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

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

**Venue** means any venue that hosts an Elite Program, including training venues.

### 3. Code of Conduct

3.1 This Code of Conduct is governed by the following principles:

- 3.1.1 Acting in the best interests of and valuing the reputation of NA, the sport of netball, the SSN Clubs and the MOs;
- 3.1.2 Acting with honesty and integrity;
- 3.1.3 Ensuring that the sport of netball is played and conducted in accordance with the highest standards of discipline and sporting behaviour;
- 3.1.4 Treating others with respect, valuing difference and maintaining a safe working environment;
- 3.1.5 Identifying conflicts of interest and managing them responsibly;
- 3.1.6 Respecting and maintaining privacy and confidentiality; and
- 3.1.7 Not making or receiving improper payments, gifts or benefits.

3.2 **Acting in the best interests of and valuing the reputation of NA, the sport of netball, the SSN Clubs and the MOs**

3.2.1 Participants must ensure that they conduct themselves in accordance with the highest standards of disciplined and sporting behaviour in connection with the sport of netball.

#### 3.2.1.1 Behaviour

“On Court Misconduct” In the first instance, during a Match, on court behaviour will be addressed by the Umpires officiating a Match. Where the conduct is of a level that ‘in play’ disciplinary action is not adequate to address the nature of the

3.2.1.1.1 Participants must, at all times and while in public, behave in a professional manner so as not to compromise the reputation of NA, the sport of netball, the SSN Clubs and the MOs.

3.2.1.1.2 Participants must not engage in conduct that is:

- A. unbecoming of a Participant;
- B. is or could be harmful to the interest of netball; or
- C. does or could bring the game of netball, NA, an SSN Club, MO, broadcaster or other commercial partner into disrepute.

3.2.1.1.3 Participants must not engage in any behaviour, that is unsporting, intimidating and/or insulting. This includes:

- A. using language, an action or gesture that is offensive, insulting, aggressive, intimidating, humiliating, obscene or threatening towards another Participant or about another person (including if that behaviour was directed towards any Participant or about another person);

- B. intimidating (or attempting to intimidate) an Umpire or Match Delegate/Technical Official;
  - C. threat or actual assault or physical abuse of another Participant; or
  - D. any violent act.
- 3.2.1.2 Property
- 3.2.1.2.1 Participants must show respect for and safeguard the property of:
    - A. NA, the SSN Clubs, MOs, Venues and their personnel;
    - B. other Participants; and
    - C. operators and personnel of commercial, travel and hospitality and other services provided in connection with NA, the Elite Program, SSN Club or MO activities.
  - 3.2.1.2.2 Property includes but is not limited to the fixtures and fittings of a Venue, as well as the structure of the Venue, equipment or clothing.
- 3.2.1.3 Public statements
- 3.2.1.3.1 Subject to Article 3.2.1.3.2 below, Participants must not make any public statement (including on Social Media):
    - A. on behalf of NA, another SSN Club, MO or Participant;
    - B. about the Umpires or their decisions made during Matches; or
    - C. about any aspect of a NA, SSN Club and/or MO investigation or tribunal hearing or outcome.
  - 3.2.1.3.2 Participants may make a public statement provided the statement is made in the best interests of netball and does not cause (or have the potential to cause) damage to the reputation of netball, NA, another SSN Club or MO.
- 3.2.1.4 Social Media use
- 3.2.1.4.1 Participants who choose to participate in Social Media activities must comply with this Code of Conduct and any applicable Policies and Procedures as notified to them from time to time.
  - 3.2.1.4.2 Participants should not imply NA endorsement of their personal views in any Social Media activities, unless expressly authorised to do so by NA.
  - 3.2.1.4.3 Participants must maintain accuracy of information when discussing topics relating to NA, an SSN Club or MO on Social Media.



- 3.2.1.4.4 Participants must not mix the professional and personal use of Social Media in ways that could bring NA, the game of netball, an SSN Club or MO into disrepute.
- 3.2.1.4.5 Participants must not disclose any confidential or information related to NA, the League, the game of netball, an SSN Club or MO on professional or personal Social Media accounts.
- 3.2.1.4.6 Participants must not post or distribute any content on Social Media that:
  - A. violates State or Federal laws, or suggests that others do so;
  - B. contains profane, violent, abusive, sexually explicit language or hate speech; or
  - C. is bullying, harassing, discriminatory, insulting, threatening, vilifying or disruptive in nature.

### 3.3 Acting with honesty and integrity

- 3.3.1 Participants must conduct themselves honestly, fairly and in accordance with the highest ethical standards of integrity, trust and transparency.
  - 3.3.1.1 Information technology
    - 3.3.1.1.1 Participants must use the information technology systems and equipment of NA, an SSN Club, MO or Venue in a lawful manner consistent with applicable Policies and Procedures, including this Code of Conduct.
    - 3.3.1.1.2 Participants must not use email or other media devices to distribute or store offensive or inappropriate material in the course of their duties.
  - 3.3.1.2 Use of information
    - 3.3.1.2.1 Participants must not use information obtained via NA, an SSN Club or MO for any private business purpose. This includes information about business contracts, sponsorships, business opportunities or other business-related information.

### 3.4 Treating others with respect, valuing difference and maintaining a safe working environment

- 3.4.1 NA, the SSN Clubs and MOs are committed to providing a safe working environment free from discrimination, harassment, bullying, occupational violence or any other form of unacceptable workplace behaviour.
  - 3.4.1.1 Respect on and off the court
    - 3.4.1.1.1 Participants must not abuse, threaten, intimidate or use offensive, insulting, crude or abusive language or gestures towards any Participant(s), spectators or

other persons involved in the game of netball, whether during or outside of a Match.

3.4.1.2 Bullying, harassment and discrimination

3.4.1.2.1 Participants must treat others with dignity, courtesy and respect; respect cultural, ethnic, religious, gender and sexual orientation differences; and behave in a professional, fair and courteous manner at all times.

3.4.1.2.2 Participants must not at any time:

- A. intimidate, abuse or threaten to abuse another person;
- B. physically or sexually assault another person;
- C. sexually harass another person with unwanted, unwelcome or uninvited behaviour;
- D. bully, isolate or humiliate another person;
- E. discriminate against or vilify another person on the basis of their race, religion, colour, sex, sexual orientation or other related characteristics;
- F. perform duties under the influence of alcohol or illicit substances; or
- G. victimise, threaten or retaliate against someone because they have raised a complaint or are participating in an investigation.

3.4.1.3 Raising concerns about inappropriate workplace behaviour

3.4.1.3.1 Participants are encouraged to report concerns about inappropriate behaviour that affects them or others to the NA Head of Integrity. Reports will be dealt with in accordance with applicable Policies and Procedures.

**3.5 Identifying conflicts of interest and managing them responsibly**

3.5.1 Participants must take steps to identify and manage any actual and perceived conflict of interests that may arise in the course of their duties.

3.5.1.1 Conflicts of Interest

3.5.1.1.1 Participants should avoid, if possible, any situation involving a conflict between their personal interest and those of NA, their SSN Club or MO.

3.5.1.1.2 Participants faced with a conflict or potential conflict must report the matter immediately to their Team Owner Representative or NA as appropriate (for Participants engaged by NA). These obligations are not intended to limit or override the operation of the Competition Manipulation and Sports Wagering Policy.

3.5.1.2 Improper use of information

3.5.1.2.1 Participants must not make improper use of their position or information obtained because of their

position, to gain an advantage for themselves or anyone else, to the detriment of NA, their SSN Club or MO.

### 3.6 Respecting privacy and confidentiality

3.6.1 Participants must respect the privacy of other Participants as well as the confidentiality of material provided in confidence by NA, their SSN Club or MO. Subject to the terms of the Collective Player Agreement and any Contract:

#### 3.6.1.1 Use of personal information

3.6.1.1.1 Participants must not disclose personal information, including sensitive information and health information about another person, which they may become privy to in the course of performing their duties.

3.6.1.1.2 Participants must report any loss, or unauthorised disclosure of personal information to their Team Owner Representative as soon as practicable after they become aware of it.

#### 3.6.1.2 Confidential information

3.6.1.2.1 Participants must maintain the confidentiality of all material provided in confidence by NA, their SSN Club or MO. Such material includes (without limitation) the details of training methods, coaching manuals, confidential records and current investigations or tribunal proceedings involving NA, their SSN Club or MO or another Participant.

## 4. Role of Team Owners

4.1 Team Owners and/or MOs must comply with, and take all reasonable steps to ensure that Participants of their SSN Club and/or MO comply with this Code of Conduct.

4.2 Team Owners must take reasonable steps to notify Participants of the ways in which they can raise concerns about breaches or suspected breaches of the Code of Conduct in accordance with this Code and applicable Policies and Procedures.

4.3 Team Owners must take all reasonable steps to ensure that a copy of this Code of Conduct is provided to all Participants.

4.4 Team Owners must take all reasonable efforts to ensure that Participants conduct themselves in accordance with this Code of Conduct.

4.5 A Team Owner may be liable for sanctions under the Competition & Compliance Rules if it knowingly permits or facilitates the breach by a Participant of this Code of Conduct.

## 5. Team Owner Representatives

5.1 Team Owners should take reasonable steps to notify Participants for whom they are responsible of the contact details of an appropriate member of personnel who will act as Team Owner Representative for the purposes of this Code of Conduct.

- 5.2 The Team Owner Representative will act as the operational liaison between the Team Owner and the Participant in relation to matters arising under this Code of Conduct, including (but not limited to):
- 5.2.1 actual or perceived conflicts of interest; and
  - 5.2.2 unauthorised disclosure of personal or confidential information.

## 6. Consequences for Breaches of the Code of Conduct

- 6.1 Any Participant who is found to have breached this Code of Conduct may face disciplinary action in accordance with the Tribunal Rules. Action may also be taken for breaches by an SSN Club or MO.

**END**

Reference Number:	INT017
Policy:	Code of Conduct
Effective Date:	26 March 2022
Author:	NA Head of Integrity
Owner:	NA Head of Integrity
Approval Level:	NA Board
Date Last Reviewed:	N/A
Scheduled Review Date:	Annually
Supersedes:	NA & SSN Code of Conduct