

***Westfields Athletics Club***  
***[MEMBER PROTECTION POLICY]***

**VERSION** [January 2012 version]

[updated October 2015]

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## **[MEMBER PROTECTION POLICY]**

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### **1. Introduction**

The philosophy of the Westfields Athletics Club is centred around the athlete. The interest of the athlete comes first. The club and program exists to provide service, facilities and support to its members. The program is designed to allow each member to seek to achieve their individual goals and achieve their best possible performances in the sport of athletics.

### **2. Goals**

- **Aim to provide a safe and healthy environment**
- **Aim to provide the best possible training facilities**
- **Aim to provide the best possible coaching staff**
- **Aim to provide the best possible support staff**
- **Create a supportive environment**
- **Raise funds to assist its members for domestic and International representation**
- **Raise funds for equipment, facilities and employment of coaching staff**
- **Coperate with and support Athletics Australia, Athletics NSW, AIS, NSWIS, NSWLAA, AT&FCA and other associations involved in servicing athletes.**

### **3. Protection of Children**

#### **3.1 Child Protection**

The Westfields Athletics Club is committed to the safety and wellbeing of all children and young people accessing our service. We support the rights of the child and will act without hesitation to ensure a child safe environment is maintained at all times. We also support the rights and wellbeing of our staff and volunteers and encourage their active participation in building and maintaining a secure environment for all participants.

The Westfields Athletics Club acknowledges that our staff, members and volunteers provide a valuable contribution to the positive experiences of children involved in our sport. The Westfields Athletics Club aims to continue this and to take measures to protect the safety and welfare of children participating in our sport by:

##### **3.1.1: Identify and Analyse Risk of Harm**

The Westfields Athletics Club will develop and implement a risk management strategy, which includes a review of existing child protection practices, to determine how child-safe and child-friendly the organisation is and to determine what additional strategies are required to minimise and prevent risk of harm to children because of the action of an employee, volunteer or another person.

##### **3.1.2: Develop Codes of Conduct for Adults and Children**

The Westfields Athletics Club will ensure that the organisation has codes of conduct that specify standards of conduct and care when dealing and interacting with children, particularly those in the organisation's care. The organisation will also implement a code of conduct to address appropriate behaviour between children.

The code(s) of conduct will set out professional boundaries, ethical behaviour and unacceptable behaviour. (See Part B)

##### **3.1.3: Choose Suitable Employees and Volunteers**

The Westfields Athletics Club will ensure that the organisation takes all reasonable steps to ensure that it engages the most suitable and appropriate people to work with children (in prescribed positions).

This may be achieved using a range of screening measures. Such measures will aim to minimise the likelihood of engaging (or retaining) people who are unsuitable to work with children.

The [Westfields Athletics Club will ensure that working with children checks/criminal history assessments are conducted for employees and volunteers working with children, where an assessment is required by law.

If a criminal history report is obtained as part of their screening process, the [Club] will ensure that the criminal history information is dealt with in accordance with relevant state requirements. (See Part C)

#### **3.1.4: Support, Train, Supervise and Enhance Performance**

The Westfields Athletics Club will ensure that volunteers and employees who work with children or their records have ongoing supervision, support and training such that their performance is developed and enhanced to promote the establishment and maintenance of a child-safe environment.

#### **3.1.5: Empower and Promote the Participation of Children In Decision-Making And Service Development**

The Westfields Athletics Club will promote the involvement and participation of children and young people in developing and maintaining child-safe environments.

#### **3.1.6: Report and Respond Appropriately To Suspected Abuse and Neglect**

The Westfields Athletics Club at risk of harm.

The [Westfields Athletics Club will make all volunteers and employees aware of their responsibilities under respective state laws if they have suspicion on reasonable grounds that a child has been or is being abused or neglected. (See Part E)

In addition to any legal obligation, if any person feels another person or organisation bound by this policy is acting inappropriately towards a child or is breaching the code'(s) of practice set out they may make an internal complaint. Please refer to our complaints procedure outlined in attachment [C1] of this policy. This will explain what to do about the behaviour and how the Westfields Athletics Club will deal with the problem.

### **[3.2 Supervision**

Members under the age of [ 18 ] must be supervised at all times by a responsible adult. Our club will provide a level of supervision adequate and relative to the members' age, maturity, capabilities, level of experience, nature of activity and nature of venue. If a member finds a member under the age of [ ] is unsupervised, they should assume responsibility for the member's safety until the parent/guardian or supervisor can be found.

Parents must turn up on time to collect their child for reasons of courtesy and safety. If it appears a member will be left alone at the end of a training session with just one child, they will ask another member to stay until the child is collected.]

### **3.3 Transportation**

Parents/guardians are responsible for transporting their children to and from club activities (e.g. practice and games). Where our club makes arrangements for the transportation of children (e.g. for away or over night trips), we will conduct a risk assessment that includes ensuring vehicles are adequately insured, the driver has a current and appropriate licence for the vehicle being used and appropriate safety measures are available (e.g. fitted working seatbelts)]

### **3.4 Taking Images of Children**

Images of children can be used inappropriately or illegally. The club requires that members, wherever possible, obtain permission from a child's parent/guardian before taking an image of a child that is not their own and ensure that the parent knows the way the image will be used. We also require the privacy of others to be respected and disallow the use of camera phones, videos and cameras inside changing areas, showers and toilets.

If the club uses an image of a child it will avoid naming or identifying the child or it will, wherever possible, avoid using both the first name and surname. We will not display personal information such as residential address, email address or telephone numbers without gaining consent from the parent/guardian. We will not display information about hobbies, likes/dislikes, school, etc as this information can be used as grooming tools by pedophiles or other persons. We will only use appropriate images of a child, relevant to our sport and ensure that the child is suitably clothed in a manner that promotes the sport, displays its successes, etc.

## **4. Anti-harassment, Discrimination and Bullying**

Our club opposes all forms of harassment, discrimination and bullying. This includes treating or proposing to treat someone less favourably because of a particular characteristic; imposing or intending to impose an unreasonable requirement, condition or practice which has an unequal or disproportionate effect on people with a particular characteristic; or any behaviour that is offensive, abusive, belittling, intimidating or threatening – whether this is face-to-face, indirectly or via communication technologies such as mobile phone and computers. Some forms of harassment, discrimination and bullying are against the law and are based on particular characteristics such as age, disability, gender, sexual orientation, pregnancy, political or religious beliefs, race, and marital status.

Our club takes all claims of harassment, discrimination, bullying and cyber bullying seriously. We encourage anyone who believes they have been harassed, discriminated against or bullied to raise the issue with the club (see Responding to Complaints).

## **5. [Inclusive practices [select all or only those relevant and/or add others]**

Our club is welcoming and we will seek to include members from all areas of our community.

### **5.1 People with a disability**

Where possible we will include people with a disability in our teams and club. We will make reasonable adaptations (e.g. modifications to equipment and rules) to enable participation.

### **5.2 People from diverse cultures**

We will support and respect people from diverse cultures and religions to participate in our club and where possible will accommodate requests for flexibility (e.g. modifications to uniforms).

### **5.3 Sexual & Gender Identity**

All people, regardless of their sexuality, are welcome at our club. We strive to provide a safe environment for participation and will take action over any homophobic behaviour.

## **6. Responding to Complaints**

### **6.1 Complaints**

Our club takes all complaints about on and off-field behaviour seriously. Our club will handle complaints based on the principles of procedural fairness (natural justice), that is:

- all complaints will be taken seriously;
- both the person making the complaint (complainant) and the person the complaint is against (respondent) will be given full details of what is being said against them and have the opportunity to respond (give their side of the story);
- irrelevant matters will not be taken into account;

- decisions will be unbiased and fair; and
- any penalties imposed will be fair and reasonable.

More serious complaints may be escalated to the relevant body.

If the complaint relates to suspected child abuse, sexual assault or other criminal activity, then our club will need to report the behaviour to the police and/or relevant government authority.

## **6.2 Complaint Handling Process**

When a complaint is received by our club, the person receiving the complaint (e.g. President, Member Protection Information Officer) will:

- listen carefully and ask questions to understand the nature and extent of the problem;
- ask what the complainant would like to happen;
- explain the different options available to help resolve the problem;
- take notes; and
- maintain confidentiality but not necessarily anonymity.

Once the complainant decides on their preferred option for resolution, the club will assist, where appropriate and necessary, with the resolution process. This may involve:

- supporting the person complaining to talk to the person being complained about
- bringing all the people involved in the complaint together to talk objectively through the problem (this could include external mediation);
- gathering more information (e.g. from other people that may have seen the behaviour);
- seeking advice from our district, regional, state and/or national body or from an external agency (e.g. State Department of Sport or anti-discrimination agency);
- referring the complaint to the relevant association.
- referring the complainant to an external agency such as a community mediation centre, police or anti-discrimination agency.

In situations where a complaint is referred to the relevant body

- co-operate fully;
- ensure the complainant and respondent are not victimised;
- where applicable, ensure the complainant is not placed in an unsupervised situation with the respondent(s); and
- act on the relevant body's recommendations.

At any stage of the process, a person can seek advice from or lodge a complaint with an anti-discrimination commission or other external agency.

## **6.3 Disciplinary Measures**

Our club will take disciplinary action against anyone found to have breached our policy or made false and malicious allegations. Any disciplinary measure imposed under our policy must:

- Be applied consistent with any contractual and employment rules and requirements;
- Be fair and reasonable;
- Be based on the evidence and information presented and the seriousness of the breach;
- Be determined by our Constitution, By Laws and the rules of the game.

Possible measures that may be taken include:

- verbal and/or written apology;
- counselling to address behaviour;
- withdrawal of any awards, placings, records, achievements bestowed in any tournaments, activities or events held or sanctioned by our club;
- suspension or termination of membership, participation or engagement in a role or activity;
- de-registration of accreditation for a period of time or permanently;
- a fine; or
- any other form of discipline that our club considers reasonable and appropriate.

## **6.4 Appeals**

The complainant or respondent can lodge one appeal against decisions of or disciplinary measures imposed by our club to the relevant body. Appeals must be based on either a denial of natural justice, because of unjust or unreasonable disciplinary measure(s) being imposed, or on the grounds that the decision was not supported by the information/evidence presented and available to the decision maker/club.

## **Attachment 1.1: SCREENING REQUIREMENTS**

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This attachment sets out the screening process for people in our club who work, coach, supervise or have regular unsupervised contact with people under the age of 18 years.

Our Club will:

1. Identify positions that involve working, coaching, supervising or regular unsupervised contact with people under the age of 18 years.
2. Obtain a completed *Member Protection Declaration* (MPD) (Attachment 1.2) from all people who are identified in the above step and keep it in a secure place.
3. Provide an opportunity for a person to give an explanation if a MPD isn't provided or it reveals that the person doesn't satisfactorily meet any of the clauses in the MPD. We will then make an assessment as to whether the person may be unsuitable to work with people under the age of 18 years. If unsatisfied we will not appoint them to the role/position.
4. Where possible, check a person's referees (verbal or written) about his/her suitability for the role.
5. Ask the people identified in step 1 to sign a consent form for a national police check.
6. Possibly request (or ask the person to request) a national 'Part Exclusion' police check from our relevant police jurisdiction. This check excludes irrelevant records. If the police check indicates a relevant offence, we will provide an opportunity for the person to give an explanation, and then we will make an assessment as to whether the person may pose a risk to or be unsuitable to work with people under the age of 18 years. If unsatisfied we will not appoint them to the role/position.
7. Make an assessment as to whether the person may be unsuitable to work with people under the age of 18 years if the person does not agree to a national police check after explaining why it is a requirement under our policy. If unsatisfied, we will not appoint them.
8. Decide whether to offer the person the position taking into account the result of the police check and any other information the club has available to it. Where it is not practical to complete the police check prior to the person commencing in the position, we will complete the check as soon as possible, and if necessary, act immediately on the outcome.
9. Protect the privacy of any person who is checked and maintain confidentiality of any information obtained through the checking process.
10. Return information collected during screening (such as a completed MPD form, police records and referee reports) to the relevant person if that person is not appointed to the position, or otherwise be destroyed within 28 days of the date of the decision or the expiry of any appeal period, unless within that time the person requests that the documents be returned to them. For appointed persons, information will be kept on file in a secure location.



**Attachment 1.2: MEMBER PROTECTION DECLARATION**

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Our club has a duty of care to all those associated with our club. As a requirement of our Member Protection Policy, we must enquire into the background of those who undertake any work, coaching or regular unsupervised contact with people under the age of 18 years.

I ..... (name) of .....  
..... (address) born ...../...../.....

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 for sexual offences, offences related to children or acts of violence.
3. I have not had any disciplinary proceedings brought against me by an employer, sporting organisation or similar body involving child abuse, sexual misconduct or harassment, other forms of harassment or acts of violence.
4. To my knowledge there is no other matter that the club may consider to constitute a risk to its members, employees, volunteers, athletes or reputation by engaging me.
5. I will notify the President of the club immediately upon becoming aware that any of the matters set out in clauses 1 to 4 above has changed.

Declared in the *State/Territory of* .....  
on ...../...../.....(date) Signature .....

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**Parent/Guardian Consent (in respect of a person under the age of 18 years)**

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

Name:.....

Signature:.....

Date: .....

## **Attachment 1.3: WORKING WITH CHILDREN CHECK REQUIREMENTS**

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The following information was updated in April 2011. It is subject to change at any time.

All organisations within NSW that employ people in child-related employment (in a paid or volunteer capacity) must meet the requirements of the Working with Children Check (WWCC). Child related employment is work which primarily involves direct unsupervised contact with children. The WWCC involves the following:

1. **Ensuring** all paid employees in a child-related position sign an [Applicant Declaration and Consent Form](#) which declares they are not prohibited from working with children.
2. **Submitting** all applicants for **paid** employment to NSW Commission For Children and Young People for a Working With Children Background Check.
3. All volunteers and students on placement whose work is categorised as 'child-related employment' must sign a [Volunteer/Student Declaration](#); except those volunteers who mentor disadvantaged children in family-like relationships, or provide intimate personal care (e.g. bathing or toileting) for disabled children. These volunteers require a Working With Children Background Check. (see 1. and 2. above)
4. **Reporting** relevant employment proceedings for any paid and unpaid employees to the Commission for Children and Young People. A relevant employment proceeding involves any reportable conduct committed outside of work as well as in the workplace with or in the presence of a children.

Sporting organisations are responsible for managing the WWCC process. Individuals cannot apply for a WWCC directly. Sporting organisations should register with the **NSW Commission for Children and Young People** providing a contact who will receive the information on the background checks.

A WWCC is valid for employment in that position within the organisation. Short-term employees (where that person is being employed for periods of less than six months and returning for short periods throughout a 12 month period) only need to be checked **once** every 12 months.

For more information, including the required forms visit:

- <https://check.kids.nsw.gov.au/index.php> or contact 02 9286 7219 during business hours.

## **Attachment 2: CODES OF BEHAVIOUR**

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### **Westfields Sports High School code of conduct**

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*Please note: Whereas the following code of conduct statement applies to students and their parents within the Westfields Sports High Program, nevertheless all codes referred to within apply to all members unless of course the specific student reference is applicable to students only.*

In line with the Australian Sports Commission expectations for all sportsmen and women in this country, students in the Talented Sport Program at Westfields Sports are expected to sign the Player's Code of Conduct. A copy of the contract follows this information. In signing the contract, your son/daughter agrees to comply and also understands that sanctions may be imposed if they breach any aspect of the Codes.

The students agree that while participating in any sporting events (including training sessions) undertaken by Westfields Sports, to adhere to the regulations and rules of the school and specific sporting association. Furthermore they will:

1. Act respectfully and responsibly toward team mates, opposition players, coaches, teachers, club officials and other spectators of all teams. Abusive, insulting and offensive language or actions are unacceptable.

2. Respect and follow the reasonable directions of coaching staff, teachers, umpires/referees and club administrators.
3. Respect the facilities and equipment of Westfields Sports and any clubs which may be utilised by the school or opposing teams.
4. Understand that verbal abuse and violent behaviour towards any player, coach, teacher, umpire/referee or club official or other spectator is at all times unacceptable and would make them liable to serious consequences (as is any sexual, racial and other form of harassment).

Sanctions may include:

- Warnings, either verbal or in writing,
- Ejection from the field of play/stadium/courts,
- A suspension imposed by the school,
- Expulsion from the Talented Sport Program at Westfields Sports and/or legal proceedings.

As elite sports people, your sons and daughters are role models for the rest of the school community. As such we expect them to set an example worthy of being followed both on and off the field. If you have any questions relating to the Players Code of Conduct please do not hesitate to phone Director of Sport, Mrs Joanne Kenny at school on 96043333.

### Student Contract Copy

I have read carefully this Code of Conduct, and accept responsibility for complying with it in all respects. I also agree and understand that sanctions may be imposed on myself should I breach any aspect of the Codes. These may include:

- warnings, either verbal or in writing,
- ejection from the field of play/stadium/courts,
- a suspension imposed by the school,
- expulsion from the Talented Sport Program at Westfields Sports and/or legal proceedings.

I agree that while participating in any sporting events (including training sessions) undertaken by Westfields Sports, I will adhere to the regulations and rules of the school and specific sporting association as they apply to me:

1. I will act respectfully and responsibly toward team mates, opposition players, coaches, teachers, club officials and other spectators of all teams. Abusive, insulting and offensive language or actions are unacceptable.
2. I will respect and follow the reasonable directions of coaching staff, teachers, umpires/referees and club administrators.
3. I will respect the facilities and equipment of Westfields Sports and any clubs which may be utilised by the school or opposing teams.
4. I understand that verbal abuse and violent behaviour towards any player, coach, teacher, umpire/referee or club official or other spectator is at all times unacceptable and would make me liable to serious consequences (as is any sexual, racial and other form of harassment)

I, (Student Name), as a student/player enrolled at Westfields Sports, acknowledge that I have read and agree to comply with the above Code of Conduct. I accept that breaches of the Codes carry consequences which may result in my expulsion from the Talented Sports Program at Westfields Sports.

SIGNED: ..... DATE: .....  
(student)

SIGNED: ..... DATE: .....  
(parent)

## **Athletics Australia Code of Conduct**

### CODE OF CONDUCT FOR TEAM MEMBERS AND SQUAD MEMBERS

#### 1. Definitions & Interpretation

In this Code, the following words have the respective meanings:

“AA” means Athletics Australia

“The AA Sponsor” means any sponsor of or supplier to Athletics Australia

“Athlete” means a Team Member or Squad Member

“Athlete Sponsor” means any sponsor of or supplier to an Athlete

“Authorised Officer” means any person appointed by AA or the Team or Squad Leader to assist with the leadership, management or administration of any Team or Squad Camp or Activity

“Commercial Purpose” means advertising, promotion, marketing or endorsement of goods, services of any third party by any means or media, including the Internet

“Competition” means any competition or series of competitions for which the Team Member is selected or appointed by AA.

“Image” means:

- (a) a photograph or other representation of the image of the person and whether two or three dimensional;
- (b) a caricature of the person;
- (c) an original or copy signature of the person;
- (d) the voice of the person;
- (e) the name of the person;
- (f) the trademark of the person;
- (g) the sports performances of the person;
- (h) a quotation attributed to the person; or any combination of two or more of the above.

“Internet” means the world-wide network of Transmission Control Protocol/Internet Protocol-based networks, including without limitation servers running applications such as the World Wide Web, e-mail, blogs, Facebook, social media, chat, File Transfer Protocol and Gopher. For the purpose of this Code of Conduct, it also means any other form or medium for the digital transmission of images, sound and data, including broadband and interactive television, Wireless Application Protocol and Systems Management Servers.

Adopted by the Board of Athletics Australia and incorporated into the AA By-laws on 14 January 2013 and updated on 4 April 2014 to incorporate provisions in relation to e-learning

“Specialised Equipment” means the footwear, apparel and equipment desired to be used or worn by Team Members other than Team Uniform or equipment supplied by AA.

“Squad Assembly” means the official gathering of the Squad for a Squad Camp or Activity as determined by the Squad Leader. In the absence of any specific determination, where the Squad is travelling as part of a coordinated travel plan, this shall be the point or points of departure for each

Squad Member for travel to the Squad Camp or Activity or in other circumstances, at the time of Village entry or where there is no Village, at the

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location of the Squad Camp or Activity.

“Squad Camp or Activity” means any squad camp or activity of any nature for which the Squad Member is selected or appointed by AA.

“Squad Member” means any person selected by AA as a member of a Squad for a Squad camp or Activity, whether as an athlete, coach, official or support staff and includes an Authorised Officer and any accredited personal coach of an athlete.

“Squad Membership Period” means in respect of general obligations under this Code, the period from the selection of the Squad Member in the Squad until the expiration of membership for any reason and specifically for the avoidance of any doubt, in respect of any Squad Camp or Activity from the time of Squad Assembly until the time of Squad Release.

“Squad Release” means the individual or group release of Squad Members as determined by the Squad Leader. In the absence of any specific determination, where the Squad is travelling as part of a co-ordinated travel plan, this shall be the point or points of arrival for each Squad Member in their home or otherwise determined travel port for travel from the Squad Camp or Activity, or in other circumstances, at the time of Village exit or where there is no Village, from the location of the Squad Camp or Activity.

“Team” means a team selected by AA to represent Australia or AA at any Competition.

“Team Assembly” means the official gathering of the Team as determined by the Team Leader. In the absence of any specific determination, where the Team is travelling as part of a co-ordinated travel plan, this shall be the point or points of departure for each Team Member for travel to the Competition or a pre-Competition Camp or in other circumstances, at the time of Village entry.

“Team Leader” and “Squad Leader” means any person appointed by AA whose role is the leadership, management or administration of the Team or Squad.

Adopted by the Board of Athletics Australia and incorporated into the AA By-laws on 14 January 2013 and updated on 4 April 2014 to incorporate provisions in relation to e-learning

“Team Member” means any person selected by AA as a member of the Team, whether as an athlete, coach, official or support staff and includes an Authorised Officer and any accredited coach of an Athlete for the Competition.

“Team Membership Period” means from the time of Team Assembly until the time of Team Release

“Team Release” means the individual or group release of Team Members as determined by the Team Leader. In the absence of any specific determination, where the Team is travelling as part of a co-ordinated travel plan, this shall be the point or points of arrival for each Team Member in their home or otherwise determined travel port for travel from the Competition, or in other circumstances, at the time of Village exit.

“Team Sponsor” or “Squad Sponsor” means any sponsor or supplier designated by AA to be an official sponsor of or supplier to the Team or the Squad

“Team Uniform” or “Squad Uniform” means ceremonial, formal and casual apparel, competition sportswear and equipment supplied by AA for use at the Competition or in any Squad Camp or Activity.

“Village” means the place or places of accommodation used for a

Competition, Camp or Squad Activity

2. Application of this Code of Conduct

2.1 This Code of Conduct applies to:

2.1.1 Team Members during the Team Membership Period;

2.1.2 Team Members with respect to this Policy at any time in relation to their membership of the Team;

2.1.3 Squad Members during the Squad Camp or Activity period; and

2.1.4 Squad Members with respect to this Policy at any time in relation to their membership of the Squad;

2.1.5 the heirs, executors, assigns and personal representatives of Team Members or Squad Members.

Adopted by the Board of Athletics Australia and incorporated into the AA By-laws on 14 January 2013 and updated on 4 April 2014 to incorporate provisions in relation to e-learning

2.2 The following sanctions, in addition to others deemed appropriate, may be applied in the event of any breach of this Code of Conduct by a

Team or Squad Member:

2.2.1 membership of the Team or Squad may be terminated;

2.2.2 a Team Member may be required to leave the Competition;

2.2.3 a Squad Member may be required to leave a Squad Camp or Activity

2.2.4 a Team Member may be excluded from competing at the Competition or any part or parts thereof;

2.2.5 a Squad Member may be excluded from participating in a Squad Camp or Activity or any part or parts thereof;

2.2.6 a Team Member or Squad Member may be considered ineligible for membership in future Teams or Squads;

2.2.7 a Team Member or Squad Member may be deemed ineligible or disqualified from participating in any event or competition conducted under the control or auspices of AA for such period as deemed appropriate; and/or

2.2.8 a Team Member or Squad member may have financial penalties imposed in respect of grants and funding received from AA, including the repayment of all financial assistance given to the Team Member by AA as the Board deems appropriate.

3. Obligations – General Conduct

During the Team Membership or Squad Membership Period, Team Members and Squad Members are required to:

3.1 respect the spirit of fair play and non-violence; the talents, rights and privacy of fellow Team Members and Squad Members; contribute to a safe sporting environment and respectful culture which is accepting of individual differences; and to behave accordingly;

3.2 conduct themselves so as to obtain and maintain their best possible physical condition and state of mental preparedness to perform to the best of their ability at the Competition or Squad Camp or Activity, to be honest concerning illness, injury and ability to train and participate, and to carry out their duties to the Team or the Squad and to AA to the best of their ability;

3.3 observe and comply with all reasonable directions of AA, the Team Leader or Squad Leader or any Authorised Officer, which directions may include the imposition of curfews, proper attire for meals and any official functions or activities and restrictions on accessing the rooms of other Team Members and Squad Members;

Adopted by the Board of Athletics Australia and incorporated into the AA By-laws on 14 January 2013 and updated on 4 April 2014 to incorporate provisions in relation to e-learning

3.4 conduct themselves in a proper and professional manner (including but not limited to, in relation to personal behaviour, ethical standards, language, manner and temper) to ensure Team or Squad harmony and so as, in the opinion of the Team Leader or Squad Leader and AA, to not bring themselves, AA, the Team, the Squad or the sport of athletics into public disrepute or censure;

3.5 comply with the following in relation to the consumption of alcohol, in respect of any Team or Squad Camp or Activity, which is confined to athletes under a specified age:

3.5.1 Team Members or Squad Members who are athletes must not consume alcohol under any circumstances;

3.5.2 for all other Team Members or Squad Members the consumption of alcohol must comply with any specific guidelines set for the particular Team or Squad Camp or Activity, and if permitted shall:

be in accordance with local laws and customs

not detract from their contribution to or performance at the Competition or Squad Camp or Activity

not adversely affect their behaviour; and

not cause inconvenience or offence to others

3.6 comply with the following in relation to the consumption of alcohol, in respect of any other Team or Squad Camp or Activity:

3.6.1 Team Members or Squad Members who are under 18 years of age must not consume alcohol under any circumstances;

3.6.2 for all other Team Members or Squad Members the consumption of alcohol must comply with any specific guidelines set for the particular Team or Squad Camp or Activity, and if permitted shall:

be in accordance with local laws and customs

not detract from their contribution to or performance at the Competition or Squad Camp or Activity

not adversely affect their behaviour; and

not cause inconvenience or offence to others

3.7 comply with the terms and conditions of any additional team membership agreement and any specific guidelines set in respect of any Team or Squad Camp or Activity and all applicable By-Laws and Policies of AA as adopted from time to time;

Adopted by the Board of Athletics Australia and incorporated into the AA By-laws on 14 January 2013 and updated on 4 April 2014 to incorporate provisions in relation to e-learning

3.8 at all times act courteously to the public and observe all local customs and laws and behave in a manner that will not cause offence to others;

3.9 be polite and courteous when being interviewed by the media or when making comment in social media, including email, blogs and Facebook, and be honest in their answers, and not to make any comments that criticise or disparage the performance or contribution of another Team Member or Squad Member or AA or otherwise make comments that are likely to bring themselves, AA, the Team, the Squad or the sport of athletics into public disrepute or censure;

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3.10 wear throughout the Competition or Squad Camp or Activity, the Team Uniform or Squad Uniform and use the equipment supplied to them as a member of the Team or Squad. The Team Sponsor and Squad Sponsor's marks on Team Uniform or Squad Uniform must not be obscured or damaged. The requirement to wear Team Uniform does not apply to Specialised Equipment as mutually agreed; and

3.11 abide by any conditions or protocols relating to behaviour imposed upon the Team Member or Squad member by a Member Association of Athletics Australia or State or Territory Institute or Academy of Sport.

#### 3A. Obligations – ASADA e-learning modules

It is a condition of Team Membership or Squad Membership that Team Members and Squad Members are required to have completed the ASADA e-learning modules which can found on the ASADA website <http://www.asada.gov.au/education/> as set out below:

(a) all athletes who are selected in a national senior or under 20 team must complete both of the above ASADA e-learning modules, with level 2 repeated annually;

(b) all athletes who are selected in the national under 19 or under 17 squads or in a national youth team must complete at least the level 1 ASADA e-learning module;

(c) all coaches who are employed or contracted by AA either directly or indirectly by AA and all personal coaches of athletes under sub-clauses (a) and (b) above must complete both of the above ASADA e-learning modules, with level 2 repeated annually;

(d) as from 1 December 2013 each staff member or ongoing contractor or consultant of AA or any of its Member Associations, must complete at least the level 1 ASADA Level A e-learning module;

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(e) as from 1 January 2014 each team official appointed by AA to any national team or other staff member, consultant, contractor or person in any way appointed or otherwise engaged to assist in the administration or presentation of any AA program or activity must have completed at least the level 1 ASADA Level A e-learning module prior to engaging in any such activity after that date. If requested to do so by AA, any such person must also complete, or repeat the level 2 module.

Failure to comply will result in non-appointment to or suspension from involvement in the team, program or activity and may if not addressed immediately involve removal therefrom. Further sanctions or penalties may be provided for in individual contracts or agreements or within AA's constitutional documents.

#### 4. Obligations – Medical

Athletes:

4.1 will participate in medical assessments at such time and place as reasonably determined by AA and consent to their athletics related medical consultations and records being recorded in the Athletics Australia medical database "Fairplay";

4.2 will provide the medical practitioner conducting an assessment with their complete medical history including details of all drugs and other substances used by or administered to them in the previous 6 months



and any information that may be relevant to obtaining a Therapeutic Use Exemption (TUE) under any applicable anti-doping policy;

4.3 agree to undergo any medical testing as may be reasonably required by AA, the Team Leader, Squad Leader or any other Authorised Officer, including, but not limited to giving blood samples for analysis. Such analysis may include testing for human immunodeficiency virus (HIV) with the result of any such analysis being subject to doctor/patient privilege and confidentiality;

4.4 agree to provide to AA and/or any Authorised Officer, details of any known medical or psychological condition or issue that may be, or become, relevant to the Team member or Squad Member's participation in the Team or the Squad Camp or Activity; and

4.5 consent in the case of a medical emergency to AA and/or any Authorised Officer obtaining such medical assistance as deemed appropriate and necessary and agree to cover the cost of medical expenses so incurred.

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## 5. Obligations – Athlete Sponsors

5.1 Athletes will not consent to their person or Image being used for a Commercial Purpose involving activities which:

5.1.1 breach any State or Federal Government Law;

5.1.2 use the trademarks and other indicia and images of and associated with AA and/or the Team or Squad Camp or Activity;

5.1.3 represent that the Athlete Sponsor has the approval of or is affiliated with the Competition, AA or the Team or Squad Camp or Activity ; or

5.1.4 bring the Athlete, AA, the Team, the Squad, the Competition, the Squad Camp or Activity, The Team Sponsor, the Squad Sponsor or any member of the Team or squad into public disrepute or censure.

5.2 During the Team Membership Period or Squad Membership Period, Team Members or Squad Members will not promote, or allow their person or Image to be used for any Commercial Purpose that is in competition with a Sponsor of AA or a Team Sponsor or a Squad Sponsor without the prior written consent of AA.

5.3 In relation to Specialised Equipment, during the Team Membership Period, Team Members will not promote or advertise their Specialised Equipment by any representation or reference to their membership of the Team, or permit, condone or authorise any such promotion or advertisement without the prior written consent of AA.

## 6. Obligations – AA's Marketing

6.1 Athletes acknowledge that AA's Sponsors and any Team Sponsor or Squad Sponsor contribute to the development of athletes and the sport of athletics and help to fund the cost of Teams and Squads and in return for this support require commitments from AA on behalf of Team Members and/or Squad Members. Team Members or Squad Members will;

6.1.1 assist and co-operate with AA's Sponsors and any Team Sponsor or Squad Sponsor to enable the Team Sponsor or Squad Sponsor to maximise the promotional benefits from their sponsorship of or

supply of goods or services to AA and the Team and/or Squad;

6.1.2 comply with all reasonable directions of AA or its authorised nominees in assisting AA's Sponsors and any Team Sponsor or Squad Sponsor, including, but without limitation, ensuring that any logos of the Team Sponsor or Squad Sponsor receive the widest possible exposure; and

6.1.3 provide all reasonable assistance to AA in its fundraising activities.

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6.2 A conflict between an Athlete Sponsor and any or all of the Team Sponsors or Squad Sponsors will not prevent a Team Member or Squad Member and/or their Image being used in AA's Sponsor's or the Team Sponsor or Squad Sponsor's advertising, promotion or marketing activities, including historical records, in any media forum, including the Internet, provided that such use of the Team Member or Squad Member and/or their Image is limited to being part of the Team or Squad as a whole whether before, during or after the Competition or Squad Camp or Activity. Where an Athlete Sponsor competes with any of a Team Sponsor or Squad Sponsor, AA will act reasonably, but without limiting the obligations under this Code and which it has to its sponsors.

6.3 To assist AA, the Team Member or Squad Member will not:

6.3.1 cover up and attempt to conceal any logos of any Team Sponsor or Squad Sponsor during the Team Membership Period or any Squad Membership Period; or

6.3.2 use, wear or permit to be used or worn any or all of the Team Uniform or Squad Uniform for any Commercial Purpose without the prior written permission of AA;

6.3.3 behave in a manner which may harm the good reputation of AA, the Team, the Squad and any future Team or Squad whilst wearing or using any or all of the Team Uniform or Squad Uniform; and

6.3.4 sell, give away or part with any or all of the Team Uniform or Squad Uniform without the prior consent of the Team Leader, Squad Leader or AA. This permission may be given on such terms as the Team Leader, the Squad Leader or AA may in their absolute discretion determine.

6.4 In the event of any breach of this Policy, the Team Member or Squad Member concerned will immediately deliver up all of the Team Uniform or Squad Uniform to the Team Leader, the Squad leader or AA at their request.

## 7. Obligations – Specialised Equipment For Team Members

7.1 As at the date of this Code of Conduct, AA has determined that for Team Members, all competition footwear, sunglasses and vaulting poles are Specialised Equipment for the purposes of this Policy.

7.2 Any other clothing or equipment that Team Members wish to wear or use in competition must receive the Team Leader's or AA's written approval on a case by case basis.

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7.3 All Specialised Equipment (with the exception of vaulting poles) must conform to the “look and design” of the Team unless otherwise approved by the Team Leader or AA.

7.4 Each Team Member wishing to wear or use Specialised Equipment is responsible for the cost of supplying the same.

#### 8. Obligations – Gambling - Team Members

8.1 Team Members will not appear in, participate in or permit their Image to be used for or in connection with the endorsement, promotion or marketing of any betting or gambling agency that relates to the Competition.

8.2 Team Members will not participate or assist in any gambling or betting activities associated with the staging of, or any performances at the Competition. Specifically, Team Members will not bet or gamble on any event in which they compete or on which they have obtained information that is not publicly available.

#### 9. Breach of Code of Conduct

9.1 Any alleged breach of this policy by a Team Member or Squad Member occurring during a Team Membership Period or Squad Membership Period may, notwithstanding the provisions of the AA Bylaws, be determined by the Team Leader or Squad Leader, whose

decision as to whether a breach of the policy has occurred and the sanction that is to be imposed for the breach will be final and binding provided that the maximum sanction or sanctions that the Team Leader or Squad Leader may impose is within clauses 2.2.1 to 2.2.5 inclusive and further provided that in the event of a sanction of removal from the Team or Squad, the breach shall be referred by the CEO to the Board for determination as to whether any other sanctions should be imposed (as set out in 9.3 below).

9.2 Any other alleged breach of this Policy as well as any alleged breaches occurring during a Team Membership Period and Squad Membership Period and not determined by the Team Leader or Squad Leader, will be dealt with by the CEO in accordance with the AA ByLaws.

9.3 If a breach of this Policy is found to have occurred then any sanction under 2.2 may be imposed. The Team Member or Squad Member will be given the opportunity in accordance with the AA By-laws to provide a written explanation of the alleged behaviour and be given an opportunity to make submissions in writing as to penalty if an allegation is found proved.

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## **Coaches Code of Conduct**

### **ACCREDITED ATHLETICS COACH**

#### **Coaching Code of Conduct**

**The Code of Conduct for the Accredited Athletics Coach is adopted from the International Association**

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**of Athletics Federations (IAAF), the Australian Sports Commission (ASC) and the Australian Track and Field**

**Coaches Associations (ATFCA). The basic principle is that ethical considerations leading to fair play are**

**integral and mandatory elements of coaching Athletics. These ethical considerations apply to all levels of**

**ability and commitment, including recreational and competitive involvement in Athletics.**

**A Coach is required to be a positive role model for athletes so they learn fairplay and sportsperson-like**

**behaviours. The role of the coach is therefore an ambassador, educator and guardian of the ethical**

**values of fair play within the sport of Athletics.**

**The coach's primary role is to facilitate the process of individual development through achievement of**

**athletic potential. This role accepts the athletes' long term interests as of greater importance than short**

**term athletic considerations. To fulfill this role the coach must behave in an ethical manner, specifically in**

**relation to the following points:**

**1. Coaches must respect the basic human rights, that is the equal rights of each athlete, with no**

**discrimination on the grounds of gender, race, colour, language, religion, political or other opinion,**

**national or social origin, association with a national minority, birth or other status.**

**2. Coaches must respect the dignity and recognise the contribution of each individual. Coaches must**

**not act in any way that is defamatory, insulting or abusive to others. This includes respecting the rights**

**of an individual for freedom from verbal, physical or sexual harassment and advances.**

**3. Coaches must avoid any form of sexual relationship with athletes that could develop as a result of**

**their coach-athlete relationship.**

**4. Coaches must ensure that practical environments are safe and appropriate. This appropriateness**

**must take into consideration the age, maturity and skill level of the athlete. This is particularly**

**important in the case of younger or less experienced athletes.**

**5. Coaches will always consider the physical and emotional well-being of an athlete and place these**

**needs ahead of any other concerns, such as competition or training. Coaches will discourage**

**athletes from competing or training if there is likelihood that such competition or training could be**

**detrimental to the athlete's physical or emotional well-being.**

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6. Coaches will, wherever practical, avoid unaccompanied and unobserved one-on-one activity, when in a supervisory capacity or where a power imbalance will exist, with people under the age of 18 years.
  7. Coaches must acknowledge and respect the Rules of Competition. This respect should extend to the spirit, as well as to the letter of the rules, in both training and competition, to ensure fairness of competitive opportunity between all athletes.
  8. Coaches must exhibit an active respect for officials, by accepting the role of the officials in providing judgment to ensure that competitions are conducted fairly and according to the established rules.
  9. Coaches have a responsibility to influence the performance and conduct of the athletes they coach, while at the same time encouraging the independence and self-determination of each athlete by their acceptance of responsibility for their own decisions, conduct and performance.
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  10. Coaches must assert a positive and active leadership role to prevent any use of prohibited drugs or other disallowed performance enhancing substances or practices. This includes education of the athletes of the harmful effects of prohibited substances and practices.
  11. The coach must acknowledge that all coaches have an equal right to desire the success of the athletes they coach - competing within the rules. Observations, recommendations and criticism should be directed to the appropriate person outside the view or hearing of the public domain.
  12. The coach must acknowledge and recognise that all athletes have a right to pursue their athletic potential. A coach will recognise that a previous coach-athlete relationship may exist and that prior to taking on an athlete, all reasonable efforts have been made to ensure any previous relationship has ended in a 'professional manner'. Coaches will always recognise the athletes' right to consult with other coaches and advisers.
  13. Coaches will hold the National Coaching Accreditation Scheme (NCAS) Accredited Athletics Coach (AAC) qualification. Coaches will respect that coaching accreditation is an ongoing commitment, achieved through the upgrading of their knowledge by further participation in accredited programs, or workshops, as well as through practical coaching experience. Coaches also have a responsibility to share the knowledge and practical experience they gain.
  14. Coaches must at all times be honest and never allow their qualifications or experience to be misrepresented.
  15. Coaches must respect the image of the coach and continuously maintain the highest standards of personal conduct, reflected in both the manner of appearance and behaviour. Coaches must never smoke while coaching or in the presence of athletes, nor consume alcoholic beverages so soon
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before coaching that it affects their competence or that the smell of alcohol is on their breath.

**16. Coaches should cooperate with all individuals and agencies that could play a role in the**

**development of the athletes they coach, including working with other coaches and where appropriate, sports science and sports medicine professionals.**

**17. Coaches must not act in any way that brings the sport of athletics, Athletics Australia in its role as the**

**National Federation, the IAAF or any other member organisation into disrepute.**

**The Accredited Athletics Coach is subject to the Member Protection Policies, Rules and By-Laws of**

**Athletics Australia, those of the Member Association in the state where they reside and the Constitution**

**and Rules of the International Association of Athletics Federation as amended from time to time.**

**Disciplinary Measures**

**A Coach who is found to be in breach of the Code of Conduct may be subject to disciplinary measures**

**as per the Athletics Australia By-laws Part B and Member Protection Policy, refer:**

**<http://www.athletics.com.au/inside/428>**

**Disciplinary measures and sanctions that may be imposed range from the coach making an apology, to**

**the termination of a coaches accreditation or other sanction deemed appropriate. Details regarding the**

**disciplinary measures are contained in the Member Protection Policy.**

**Reference:**

IAAF Code of Ethics for Coaches, 1996 & 2005

ATFCA Code of Ethics for Coaches, 2009

ASC, The Essence of Australian Sport–Code of Behaviour: Coaches, 2010

Athletics Australia By-laws Part B and Member Protection Policy.



<p>Description of alleged issue</p>	
<p>Nature of complaint (category/basis/grounds)</p> <p>Can tick more than one box</p>	<p><input type="checkbox"/> Harassment or <input type="checkbox"/> Discrimination</p> <p><input type="checkbox"/> Sexual/sexist <input type="checkbox"/> Selection dispute <input type="checkbox"/> Coaching methods</p> <p><input type="checkbox"/> Sexuality <input type="checkbox"/> Personality clash <input type="checkbox"/> Verbal abuse</p> <p><input type="checkbox"/> Race <input type="checkbox"/> Bullying <input type="checkbox"/> Physical abuse</p> <p><input type="checkbox"/> Religion <input type="checkbox"/> Disability <input type="checkbox"/> Victimisation</p> <p><input type="checkbox"/> Pregnancy <input type="checkbox"/> Child Abuse <input type="checkbox"/> Unfair decision</p> <p><input type="checkbox"/> Other .....</p>
<p>What they want to happen to fix issue</p>	
<p>Information provided to them</p>	
<p>Resolution and/or action taken</p>	



Follow-up action	
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