

**INTERNATIONAL NETBALL FEDERATION LIMITED**

**DISCIPLINARY AND DISPUTE RESOLUTION REGULATIONS**

**INTERNATIONAL NETBALL FEDERATION LIMITED**  
**DISCIPLINARY AND DISPUTE RESOLUTION REGULATIONS**

**INDEX**

1. INTRODUCTION, SCOPE AND APPLICATION
2. DISCIPLINARY PROCEEDINGS
  - 2.1 The Investigations Panel
  - 2.2 The Disciplinary Panel
  - 2.3 The Appeal Panel
3. DISPUTE RESOLUTION PROCEEDINGS
4. THE CAS
5. GENERAL PROVISIONS
  - 5.1 Public announcements
  - 5.2 Early reinstatement
  - 5.3 Deviations and unforeseen circumstances
  - 5.4 Notices
  - 5.5 Liability

APPENDIX ONE: DEFINITIONS

## **1. INTRODUCTION, SCOPE AND APPLICATION**

- 1.1 These DDR Regulations will take effect from 6<sup>th</sup> November 2014 and may be amended from time to time by the Board.
- 1.2 These DDR Regulations apply to and bind all Regional Federations and Members, all of the Company's constituent bodies, officers, employees and appointees (including, without limitation, any person holding any Company appointment or sitting on any Company board, committee or panel), all persons and entities participating in any way in activities controlled and/or sanctioned by the Company (including, without limitation, any person or entity that is involved in organising and/or participates as a player, umpire, match official, tournament official or team official in any International Event), and all persons and entities that are bound by the Regulations. Each such person and entity is deemed to have agreed to be bound by and to comply with these DDR Regulations.
- 1.3 If any person or entity ceases to be bound by these DDR Regulations, such person or entity will nevertheless remain subject to these DDR Regulations in respect of any matters arising prior to that cessation.
- 1.4 Notwithstanding any other provision in these DDR Regulations, where the Regulations and/or any other document (for example, the Company's anti-doping regulations) set out procedural and/or substantive provisions applicable to a matter (such as provisions relating to the burden or standard of proof, or the sanctions to be applied), those provisions will prevail over any inconsistent provisions in these DDR Regulations.
- 1.5 Capitalised terms in these DDR Regulations will have the meanings given to them in Appendix One. Unless the context otherwise requires, words denoting any one gender include all other genders, and words denoting the singular include the plural and vice versa; words importing persons (except the word 'individual') will include associations, federations, corporations and other organisations whether incorporated or unincorporated.
- 1.6 These DDR Regulations and any dispute or claim arising out of or in connection with them (including non-contractual disputes and claims) will be governed by and construed in accordance with English law. These DDR Regulations require the parties to submit such disputes and claims to the entities set out below. Subject strictly thereto, any such dispute or claim will be subject to the exclusive jurisdiction of the English courts.

### **Application at national level**

- 1.7 It is acknowledged that, in addition to these DDR Regulations, persons and entities may also be subject to separate regulations of Members and/or Regional Federations, and that the same circumstances may engage not only these DDR Regulations but also such other regulations. For the avoidance of doubt, these DDR Regulations are not intended to limit the responsibilities of any person or entity under such other regulations, and nothing in such other regulations will be capable of removing, superseding or amending in any way the jurisdiction of the Disciplinary Officer, the Investigations Panel, the Disciplinary Panel, the Appeal Panel, the Dispute Panel or the CAS to determine matters properly arising under these DDR Regulations.
- 1.8 Each Member is encouraged to adopt its own disciplinary and dispute resolution regulations, to take effect in respect of Netball over which it has jurisdiction, using these DDR Regulations as a guide.
- 1.9 Each Member must comply with, recognise and enforce within its Country all decisions made in the application and enforcement of these DDR Regulations.

## **2. DISCIPLINARY PROCEEDINGS**

### **2.1 The Investigations Panel**

- 2.1.1 Save where the Memorandum, Articles or Regulations vest such jurisdiction with another person and/or entity, the Investigations Panel will have the full power and exclusive authority to consider and investigate the following matters, on referral by the Disciplinary Officer

(following a complaint by a third party, at the Disciplinary Officer's own instigation or otherwise):

- (a) any matter that is capable of constituting a breach of the Memorandum, Articles and/or Regulations;
  - (b) any matter that is capable of constituting Misconduct and (if arising at an International Event) has not been dealt with by the tournament referee or the jury of appeal; and
  - (c) any other matter referred by the Disciplinary Officer.
- 2.1.2 In the event that a matter is referred to the Investigations Panel, the Investigations Panel will have sole discretion to determine whether there is a case to answer (in which case the matter will be referred to a Disciplinary Panel pursuant to clause 2.1.7). The decision of the Investigations Panel will be final and will not be subject to appeal by any party.
- 2.1.3 If the Disciplinary Officer refuses to refer a matter to the Investigations Panel (for example, on the basis that it does not establish a *prima facie* case of Misconduct or a breach of the Memorandum, Articles and/or Regulations), the complainant may challenge such refusal by application to the Investigations Panel (c/o the Disciplinary Officer). If the Investigations Panel declines the application, the complainant will pay the costs incurred in considering the application; otherwise, however, the matter will proceed as if referred by the Disciplinary Officer pursuant to clause 2.1.1.
- 2.1.4 Notwithstanding clauses 2.1.1 and 2.1.2, the Board may direct (following a complaint by a third party, at the Board's own instigation or otherwise) (a) that a matter be referred to the Investigations Panel for consideration and investigation, and/or (b) that a matter be referred to the Disciplinary Panel.
- 2.1.5 Where required under these DDR Regulations, the Company will appoint one or more suitably qualified individuals (one of whom will be designated as chairman) to sit as an Investigations Panel. Subject in each case to the prior approval of the Disciplinary Officer, Investigations Panels will be entitled to appoint experts to provide specialist advice (including, without limitation, legal advice) without such experts sitting as members of the Investigations Panel. The costs of such experts will be costs of the proceedings for the purposes of clause 2.2.31.
- 2.1.6 In carrying out its functions under clause 2.1.1, the Investigations Panel will be entitled to undertake such investigations as it may deem necessary (including, without limitation, requiring the provision of information, documentation, written statements and/or answers, and other material that it considers relevant, and requiring attendance at meetings to answer questions in person), and all persons and entities bound by these DDR Regulations will be obliged to cooperate fully with such investigations. A failure or refusal to cooperate with such investigations may itself result in referral to the Investigations Panel and/or the Disciplinary Panel under these DDR Regulations, and will entitle the Investigations Panel (and, where relevant, the Disciplinary Panel and the Appeal Panel) to draw adverse inferences from such failure or refusal.
- 2.1.7 Where the Investigations Panel determines that there is a case to answer, it will refer the case to the Disciplinary Panel and provide the Disciplinary Panel, the Disciplinary Officer, the parties subject to the complaint and (at its request) the Board with a report setting out details of the complaint and investigation, and any relevant evidence.
- 2.1.8 Where the Investigations Panel determines that there is no case to answer, it will provide the Disciplinary Officer and (at its request) the Board with a report setting out details of the complaint and investigation and the recommendations (if any) of the Investigations Panel.

## **2.2 The Disciplinary Panel**

### **Appointment of a Disciplinary Panel**

- 2.2.1 Save where the Memorandum, Articles or Regulations vest such jurisdiction with another person and/or entity, the Disciplinary Panel will have the full power and exclusive authority to hear and determine those matters referred pursuant to clauses 2.1.4 and 2.1.7.

- 2.2.2 Where required under these DDR Regulations, the Company will appoint one or more suitably qualified individuals (one of whom will be designated as chairman) to sit as a Disciplinary Panel.
- 2.2.3 No person who has a conflict of interest in the matter or has had any prior involvement in the case may sit on a Disciplinary Panel. No director or employee of the Company may sit on a Disciplinary Panel.
- 2.2.4 Any objection to any member of a Disciplinary Panel must be made at the earliest opportunity, and a failure to do so will constitute a waiver of that objection. If one or more members of a Disciplinary Panel are unable or unwilling, for whatever reason, to hear a matter then the Company may, at its absolute discretion:
- (a) appoint a replacement(s);
  - (b) appoint a new Disciplinary Panel; or
  - (c) where applicable, allow the remaining member(s) to hear the matter.
- 2.2.5 Subject in each case to the prior approval of the CEO as to costs, Disciplinary Panels will be entitled to appoint experts to provide specialist advice (including, without limitation, legal advice) without such experts sitting as members of the Disciplinary Panel. The costs of such experts will be costs of the proceedings for the purposes of clause 2.2.31.
- 2.2.6 The Disciplinary Officer will be a party to the proceedings, but the Disciplinary Panel will perform an inquisitorial function, taking responsibility for investigating and determining the matter, and will be entitled to undertake such investigations as it may deem necessary (including, without limitation, requiring the provision of information, documentation, written statements and/or answers, and other material that it considers relevant, and requiring attendance at meetings to answer questions in person), and all persons and entities bound by these DDR Regulations will be obliged to cooperate fully with such investigations.

### **Provisional suspension**

- 2.2.7 On the referral of a case pursuant to clauses 2.1.4 and 2.1.7, the Disciplinary Panel will at any time have discretion, where it considers that the integrity of the sport could otherwise be seriously undermined, to impose a provisional suspension pending its determination of the matter.
- 2.2.8 The provisional suspension will be effective from the date that it is notified to the relevant party. Where applicable, notice of the provisional suspension will also be sent to the party's National Association and may be further publicised as necessary to give effect to the provisional suspension.
- 2.2.9 A party who is provisionally suspended has the right:
- (a) to have the proceedings expedited so that the charges are determined as quickly as possible, consistent with the requirements of due process; and/or
  - (b) to apply to the Disciplinary Panel to lift the provisional suspension on the basis that (i) there is no reasonable prospect that the charges will be upheld, and/or (ii) there is no real risk that the integrity of the sport could be seriously undermined if the party was not provisionally suspended pending determination of the charges. Notice of the Disciplinary Panel's decision on the application will be sent to the persons to whom notice of the original imposition of the provisional suspension was sent. There will be no appeal from the Disciplinary Panel's decision on such application.
- 2.2.10 Alternatively, a party may at any time notify the Disciplinary Panel in writing that they are foregoing any involvement in any aspect of Netball voluntarily pending determination of the charges.
- 2.2.11 No admission may be inferred, or other adverse inference drawn, from a party's failure to challenge a provisional suspension pursuant to clause 2.2.9 or a party's acceptance of a voluntary provisional suspension pursuant to clause 2.2.10. However, any period of

provisional suspension served (whether voluntarily or otherwise) will be credited against any period of final suspension subsequently imposed on the party.

## **Procedures**

- 2.2.12 Clauses 2.2.13 to 2.2.27 set out procedural guidelines for the conduct of proceedings before a Disciplinary Panel. However, the Disciplinary Panel may in its discretion vary the procedure in each case, provided that each party is given a fair and reasonable opportunity to state its case in full and to challenge or respond to all evidence offered against it.
- 2.2.13 On the referral of a case pursuant to clauses 2.1.4 and 2.1.7, the Disciplinary Panel (or its designee) will send a written notice to the parties subject to the proceedings:
- (a) setting out the identity of the members of the Disciplinary Panel appointed to hear the matter;
  - (b) setting out the date, time and place at which the Disciplinary Panel will hear the matter; and
  - (c) informing the parties that they are required to attend the hearing in person and are entitled to be represented at the hearing by legal and/or other representatives.
- 2.2.14 At the time of, or after, sending the written notice in clause 2.2.13, the Disciplinary Panel (or its designee) may send to the parties subject to the proceedings written directions governing the conduct of the proceedings.
- 2.2.15 If a party has failed or refused to act in accordance with the directions applicable to the proceedings, the Disciplinary Panel will first give that party the opportunity to make submissions in relation to that failure or refusal, and will then determine the consequences of that failure or refusal (which may include, without limitation, a fine, an order relating to costs, a refusal to allow evidence to be adduced and/or submissions made, and/or an order that a complaint be dismissed or a defence or submission struck out).
- 2.2.16 Unless otherwise agreed by the Disciplinary Panel, the proceedings will be conducted in English and all evidence provided must be in English (or officially translated into English at the expense of the party relying on it).
- 2.2.17 The chairman of the Disciplinary Panel will be entitled to determine any pre-hearing procedural or evidential issues or disputes without recourse to any other members of the Disciplinary Panel.
- 2.2.18 Unless ordered otherwise by the Disciplinary Panel, all hearings before Disciplinary Panels will be held in private. The proceedings, at the request of the Disciplinary Panel or the Disciplinary Officer, may be recorded by audio-tape, a recorder or otherwise, and the costs thereof will be costs of the proceedings for the purposes of clause 2.2.31.
- 2.2.19 The Disciplinary Panel may order that any hearing take place on the papers, or in whole or in part by video, web and/or telephone conference.
- 2.2.20 The absence of a party at any hearing before the Disciplinary Panel will not, in itself, prevent the Disciplinary Panel from proceeding to a decision in the matter, provided that the Disciplinary Panel is satisfied that the party received notice of the hearing. The Disciplinary Panel will have discretion in such circumstances, where good cause is shown, (a) to consider written submissions by or on behalf of such party, and/or (b) to adjourn the proceedings to a date when the party is able to attend.
- 2.2.21 The parties subject to the proceedings will have the right to give evidence, to call witnesses, to cross-examine witnesses, and/or to make submissions. The parties and any witnesses may be questioned by the members of the Disciplinary Panel.
- 2.2.22 In any case where a witness required by the Disciplinary Panel refuses or fails to attend, the Disciplinary Panel may, in its discretion, allow or refuse to allow the evidence of that witness to be given in any other form.

- 2.2.23 The Disciplinary Panel will not be bound to apply formal rules of evidence, but instead will have the discretion to receive such evidence as it considers relevant and to attach such weight to that evidence as it sees fit.
- 2.2.24 The Disciplinary Panel will have discretion to accept any facts established by a decision of a court or professional disciplinary tribunal of competent jurisdiction which is not the subject of a pending appeal as irrebuttable evidence against the party to whom the decision relates, unless that party establishes that the decision violated the principles of natural justice.
- 2.2.25 The Disciplinary Panel will be entitled to draw an adverse inference against any party who (a) fails to comply with any request for information made in accordance with the relevant Regulations, (b) fails to appear at a hearing following a request made a reasonable time in advance, or (c) fails to answer any question(s) at the hearing.
- 2.2.26 The Disciplinary Panel will be entitled to expedite, adjourn or postpone proceedings as it thinks fit.
- 2.2.27 The Disciplinary Panel will be entitled to consolidate the matter with any other matter (and/or order concurrent hearings) where the proceedings arise out of the same incident or set of facts, or where there is a clear link between separate incidents.

### **Decisions**

- 2.2.28 The Disciplinary Panel will not uphold a complaint unless it is satisfied, on the balance of probabilities, that it has been established.
- 2.2.29 A decision of a Disciplinary Panel will be made by at least a simple majority of the members. Where a Disciplinary Panel has an even number of members and the members are unable to come to a unanimous or majority decision, the chairman of the Disciplinary Panel will have a casting vote. No member of a Disciplinary Panel may abstain from any decision.
- 2.2.30 Where a complaint is upheld, the Disciplinary Panel will be entitled to impose any one or more of the following sanctions as it deems appropriate (all of which may be suspended):
- (a) caution, reprimand and/or warning as to future conduct;
  - (b) fine (unless otherwise specified, payable within 30 days);
  - (c) compensation payments;
  - (d) a specified period of ineligibility from participating in any aspect of Netball and/or in any activities controlled and/or sanctioned by the Company (including, without limitation, organising, playing, training, coaching, selecting, officiating, managing, advising, administrating, promoting, and/or having direct or indirect contact with team members on match days);
  - (e) a recommendation that the Company withhold grants or subsidies from a Regional Federation or Member, exclude a Member's national representative team(s) from International Event(s), remove or deny accreditation to representatives of a Regional Federation or Member, suspend or withdraw recognition of a Regional Federation, and/or suspend or expel a Member from membership of the Company; and
  - (f) such other sanction(s) as may be deemed appropriate.
- 2.2.31 Disciplinary Panels will have the discretion to order any party subject to the proceedings to pay some or all of the costs of proceedings before them, including:
- (a) the costs of holding the hearings;
  - (b) the legal and/or travel/accommodation costs and/or fees or charges of the members of the Disciplinary Panel;
  - (c) the costs of the Investigations Panel; and/or

(d) the legal and/or travel/accommodation costs of any party subject to the proceedings.

Disciplinary Panels will not ordinarily make an order as to costs (including an order that each side bears its own costs) without first considering submissions from the relevant parties on the question of costs. Where, following an order as to costs, the parties subject to the proceedings remain in disagreement as to the specific sums payable thereunder, any such party may refer the matter to the Disciplinary Panel, which will make a determination in respect thereof (and which will have the power, where appropriate, to make further costs orders relating to the work carried out by the parties in resolving the disagreement on costs).

2.2.32 The Disciplinary Panel may also order some or all of such costs to be paid by some other person(s) or entity(ies) that is considered to have acted frivolously and/or in bad faith in the matter, provided that such other person(s) or entity(ies) will first be given an opportunity to make submissions (which may be limited to written submissions) as to why such an order should not be made.

2.2.33 In exercising the discretion to award costs as set out in clause 2.2.31, in any case in which the complaint was not upheld, the Disciplinary Panel should have regard to the Company's regulatory function and its obligations to bring/defend proceedings, for the good of the Company, in accordance with the Memorandum, the Articles and the Regulations. In particular, in such cases, costs awards will not ordinarily be made against the Disciplinary Officer or the Company simply because the complaint was not upheld. Rather, the Disciplinary Panel will ordinarily make such a costs award only if it determines that the case was brought frivolously, improperly, dishonestly and/or in bad faith or if the allegation on which the complaint was based was misconceived, without foundation or actuated by malice or some other improper motive. In all cases in which a Disciplinary Panel is asked to make a costs award pursuant to clause 2.2.31 (including determinations as to the specific sums payable), the Disciplinary Panel will be entitled to take into account the parties' conduct at all relevant times.

2.2.34 The Disciplinary Panel will advise the parties subject to the proceedings of its decision in a written judgment, issued as soon as reasonably practicable after the hearing, which sets out the reasons for its findings. The judgment will be served on the parties subject to the proceedings and, unless otherwise provided, will come into effect immediately.

2.2.35 In any event, a party may not participate in any aspect of Netball until any fine, compensation payment and/or costs order imposed by the Disciplinary Panel has been paid in full (unless the Disciplinary Panel, in its absolute discretion, agrees otherwise).

2.2.36 If no appeal is filed in accordance with clause 2.3.1, the decision will be final.

## **2.3 The Appeal Panel**

### **Right of appeal**

2.3.1 The decision of a Disciplinary Panel pursuant to clause 2.2.34 may be appealed by the parties subject to the proceedings.

2.3.2 Unless otherwise stated in these DDR Regulations, an appeal under clause 2.3.1 may be against the whole of the decision or against a particular aspect or aspects of the decision. The decisions of Disciplinary Panels that may be appealed pursuant to clause 2.3.1 are those final, substantive decisions that are reached after cases have been heard, including any decision taken at any stage to dismiss or strike out a complaint (as opposed to any decisions, directions, orders or determinations made in respect of preliminary or interim matters raised). There will be no separate right of appeal from any decisions, directions, orders or determinations made in respect of preliminary or interim matters (other than by way of an appeal of the final, substantive decision in each case) unless the Disciplinary Panel that made the decision, direction, order or determination orders that such an appeal may be brought (which it will only do in truly exceptional circumstances).

2.3.3 Save where the Memorandum, Articles or Regulations vest such jurisdiction with another person and/or entity, the Appeal Panel will have the full power and exclusive authority to hear and determine appeals properly brought against any decision of a Disciplinary Panel pursuant to clause 2.2.34.



### **Notice of appeal and the effect on sanctions imposed below**

- 2.3.4 For an appeal to be valid, the Appellant must, within 14 days of receipt of the written judgment of the decision being appealed, file a notice of appeal with the chairman of the Appeal Panel (c/o the Disciplinary Officer), signed by or on behalf of the Appellant. To be valid the notice of appeal must:
- (a) be accompanied by a copy of the decision being appealed;
  - (b) where the Appellant is not the Disciplinary Officer, be accompanied by a fee to be determined by the Board from time to time (to be retained by the Company in any event);
  - (c) specify the name, address and full contact details of the Appellant and any other parties to the proceedings (and/or their authorised representatives); and
  - (d) specify the specific aspects of the decision being challenged on appeal, and the specific grounds for such challenge.
  - (e) an appeal fee of such amount as shall be determined by the Company from time to time
- 2.3.5 The chairman of the Appeal Panel (or her designee) will send copies of the notice of appeal to the members of the Appeal Panel and to all of the parties involved in the proceedings below.
- 2.3.6 Unless the Appeal Panel orders otherwise:
- (a) any fine, compensation or costs award made in the decision being appealed will be suspended pending the outcome of the appeal; and
  - (b) subject thereto, the decision being appealed will remain in full force and effect pending the outcome of the appeal.
- 2.3.7 At the hearing, the Appellant may not, without the express consent of the Appeal Panel, advance any ground of challenge that was not specified in the notice of appeal filed pursuant to clause 2.3.4.

### **Grounds of Appeal**

- 2.3.8 An appeal against a decision of the Disciplinary Panel can be made only on one or more of the following grounds:
- (a) the decision of the Disciplinary Panel was based on an inaccurate representation of the facts or was a decision which could not reasonably have been reached when faced with the evidence before it; and/or
  - (b) there was injustice because of a serious procedural or other irregularity in the proceedings before the Disciplinary Panel; and/or
  - (c) significant and relevant new evidence has come to light which was not available, or could not have become available on the making of reasonable enquiries, before the conclusion of the Disciplinary Panel hearing; and/or
  - (d) the sanction imposed pursuant to Regulation 2.2.30 is grossly disproportionate to the seriousness of the misconduct.

### **Appointment of an Appeal Panel**

- 2.3.9 Where required under these DDR Regulations, the Company will appoint one or more suitably qualified individuals (one of whom will be designated as chairman) to sit as an Appeal Panel.
- 2.3.10 None of the members of the Disciplinary Panel that issued the decision being appealed may sit on the Appeal Panel that hears the appeal. No person who has a conflict of interest in the matter or has had any prior involvement in the case may sit on an Appeal Panel. No director or employee of the Company may sit on an Appeal Panel.

2.3.11 Any objection to any member of an Appeal Panel must be made at the earliest opportunity, and a failure to do so will constitute a waiver of that objection. If one or more members of an Appeal Panel are unable or unwilling, for whatever reason, to hear a matter then the Company may, at its absolute discretion:

- (a) appoint a replacement(s);
- (b) appoint a new Appeal Panel; or
- (c) where applicable, allow the remaining member(s) to hear the matter.

Subject in each case to the prior approval of the CEO as to costs, Appeal Panels will be entitled to appoint experts to provide specialist advice (including, without limitation, legal advice) without such experts sitting as members of the Appeal Panel. The costs of such experts will be costs of the proceedings for the purposes of clause 2.3.32.

## **Procedures**

2.3.12 Clauses 2.3.13 to 2.3.29 set out procedural guidelines for the conduct of proceedings before an Appeal Panel. However, the Appeal Panel may in its discretion vary the procedure in each case, provided that each party is given a fair and reasonable opportunity to state its case in full and to challenge or respond to all evidence offered against it.

2.3.13 On the referral of a case pursuant to clause 2.3.1, the Appeal Panel (or its designee) will send a written notice to the parties to the appeal:

- (a) setting out the identity of the members of the Appeal Panel appointed to hear the matter;
- (b) setting out the date, time and place at which the Appeal Panel will hear the matter; and
- (c) informing the parties that they are required to attend the hearing in person and are entitled to be represented at the hearing by legal and/or other representatives.

2.3.14 At the time of, or after, sending the written notice in clause 2.3.13, the Appeal Panel (or its designee) may send to the parties to the appeal written directions governing the conduct of the proceedings.

2.3.15 If a party has failed or refused to act in accordance with the directions applicable to the proceedings, the Appeal Panel will first give that party the opportunity to make submissions in relation to that failure or refusal, and will then determine the consequences of that failure or refusal (which may include, without limitation, a fine, an order relating to costs, a refusal to allow evidence to be adduced and/or submissions made, and/or an order that the appeal be dismissed or a response or submission struck out).

2.3.16 Unless otherwise agreed by the Appeal Panel, the proceedings will be conducted in English and all evidence provided must be in English (or officially translated into English at the expense of the party relying on it).

2.3.17 The chairman of the Appeal Panel will be entitled to determine any pre-hearing procedural or evidential issues or disputes (including the basis on which the appeal will proceed pursuant to clause 2.3.18) without recourse to any other members of the Appeal Panel.

2.3.18 Where required in order to do justice (for example, to cure procedural errors at the first instance hearing), the appeal will take the form of a *de novo* hearing i.e. the Appeal Panel will hear the matter as if it were a Disciplinary Panel hearing the case at first instance. In all other cases the appeal will not take the form of a *de novo* hearing and the Appellant will instead have the burden of proving that the decision being challenged (a) was in error, and (b) should be overturned or varied.

2.3.19 Unless ordered otherwise by the Appeal Panel, all hearings before Appeal Panels will be held in private. The proceedings, at the request of the Appeal Panel or the Disciplinary Officer, may be recorded by audio-tape, a recorder or otherwise, and the costs thereof will be costs of the proceedings for the purposes of clause 2.3.32.

- 2.3.20 The Appeal Panel may order that any hearing take place on the papers, or in whole or in part by video, web and/or telephone conference.
- 2.3.21 The absence of a party at any hearing before the Appeal Panel will not, in itself, prevent the Appeal Panel from proceeding to a decision in the matter, provided that the Appeal Panel is satisfied that the party received notice of the hearing. The Appeal Panel will have discretion in such circumstances, where good cause is shown, (a) to consider written submissions by or on behalf of such party, and/or (b) to adjourn the proceedings to a date when the party is able to attend.
- 2.3.22 The parties subject to the appeal will have the right to rely on the record below, to give evidence, to call witnesses, to cross-examine witnesses, and/or to make submissions. The parties and any witnesses may be questioned by the members of the Appeal Panel.
- 2.3.23 In any case where a witness required by the Appeal Panel refuses or fails to attend, the Appeal Panel may, in its discretion, allow or refuse to allow the evidence of that witness to be given in any other form.
- 2.3.24 The Appeal Panel will not be bound to apply formal rules of evidence, but instead will have the discretion to receive such evidence as it considers relevant and to attach such weight to that evidence as it sees fit.
- 2.3.25 The Appeal Panel will have discretion to accept any facts established by a decision of a court or professional disciplinary tribunal of competent jurisdiction which is not the subject of a pending appeal as irrebuttable evidence against the party to whom the decision relates, unless that party establishes that the decision violated the principles of natural justice.
- 2.3.26 The Appeal Panel will have discretion to consider evidence not offered below, provided that the party offering the evidence shows that it was not, on reasonable enquiry, available at the time of the proceedings below.
- 2.3.27 The Appeal Panel will be entitled to draw an adverse inference against any party who (a) fails to comply with any request for information made in accordance with the relevant Regulations, (b) fails to appear at a hearing following a request made a reasonable time in advance, or (c) fails to answer any question(s) at the hearing.
- 2.3.28 The Appeal Panel will be entitled to expedite, adjourn or postpone proceedings as it thinks fit.
- 2.3.29 The Appeal Panel will be entitled to consolidate the appeal with any other appeal (and/or order concurrent hearings) where the proceedings arise out of the same decision, incident or set of facts, or where there is a clear link between separate incidents.

### **Decisions**

- 2.3.30 A decision of an Appeal Panel will be made by at least a simple majority of the members. Where an Appeal Panel has an even number of members and the members are unable to come to a unanimous or majority decision, the chairman of the Appeal Panel will have a casting vote. No member of an Appeal Panel may abstain from any decision.
- 2.3.31 The Appeal Panel may:
- (a) allow or dismiss the appeal (in whole or part);
  - (b) exercise any power that the Disciplinary Panel could have exercised (whether to increase or decrease any award, order or sanction originally imposed, or otherwise);
  - (c) remit the matter for re-hearing by the Disciplinary Panel; and/or
  - (d) take any other step it considers appropriate.
- 2.3.32 Appeal Panels will have the discretion to order any party subject to the appeal to pay some or all of the costs of proceedings before them, including:

- (a) the costs of holding the hearings;
- (b) the legal and/or travel/accommodation costs and/or fees or charges of the members of the Appeal Panel;
- (c) the costs of the Investigations Panel; and/or
- (d) the legal and/or travel/accommodation costs of any party subject to the appeal.

Appeal Panels will not ordinarily make an order as to costs (including an order that each side bears its own costs) without first considering submissions from the relevant parties on the question of costs. Where, following an order as to costs, the parties subject to the appeal remain in disagreement as to the specific sums payable thereunder, any such party may refer the matter to the Appeal Panel, which will make a determination in respect thereof (and which will have the power, where appropriate, to make further costs orders relating to the work carried out by the parties in resolving the disagreement on costs).

- 2.3.33 The Disciplinary Panel shall determine the type and extent of the sanction(s) to be imposed, taking into account (i) the nature of the breach(es) or offence(s), (ii) the culpability of the person or entity, (iii) the harm caused to the sport, (iv) the need to deter future breaches, and (v) specific aggravating and mitigating factors. All sanctions shall be proportionate in the circumstances of the case and to the seriousness of the breach or misconduct.
- 2.3.34 The Appeal Panel may also order some or all of such costs to be paid by some other person(s) or entity(ies) that is considered to have acted frivolously and/or in bad faith in the matter, provided that such other person(s) or entity(ies) will first be given an opportunity to make submissions (which may be limited to written submissions) as to why such an order should not be made.
- 2.3.35 The Appeal Panel may also amend any costs order made in the proceedings below.
- 2.3.36 In exercising the discretion to award costs as set out in clause 2.3.32, in any case in which the Appellant was not the Disciplinary Officer and succeeded in showing that the decision below was in error and should be overturned or varied, the Appeal Panel should have regard to the Company's regulatory function and its obligations to bring/defend proceedings, for the good of the Company, in accordance with the Memorandum, the Articles and the Regulations. In all cases in which an Appeal Panel is asked to make a costs award pursuant to clause 2.3.32 (including determinations as to the specific sums payable), the Appeal Panel will be entitled to take into account the parties' conduct at all relevant times.
- 2.3.37 All fines and costs are payable to the Company.
- 2.3.38 The Appeal Panel will advise the parties subject to the appeal of its decision in a written judgment, issued as soon as reasonably practicable after the hearing, which sets out the reasons for its findings. The judgment will be served on the parties subject to the appeal and, unless otherwise provided, will come into effect immediately.
- 2.3.39 In any event, a party may not participate in any aspect of Netball until any fine, compensation payment and/or costs order imposed by the Appeal Panel has been paid in full (unless the Appeal Panel, in its absolute discretion, agrees otherwise).
- 2.3.40 If no appeal is filed in accordance with clause 4, the decision (including where the Appeal Panel heard the matter *de novo*) will be final.

### **3. DISPUTE RESOLUTION PROCEEDINGS**

#### **Appointment of a Dispute Panel**

- 3.1 Save where the Memorandum, Articles or Regulations vest such jurisdiction with another person and/or entity, the Dispute Panel will have the full power and exclusive authority to hear and determine the following matters:

- (a) any disputes between the Company and one or more Regional Federations and/or Members arising under the Memorandum or Articles or pursuant to a decision of the Company or a contract between them or otherwise;
  - (b) any disputes between two or more Regional Federations and/or Members; and
  - (c) any complaint of any kind brought against the Company by (i) any player or other person or entity that is subject to the jurisdiction of the Company, (ii) any player or other person or entity that is subject to the jurisdiction of a Member, or (iii) any third party that agrees to submit to the jurisdiction of the Dispute Panel.
- 3.2 Notwithstanding any other provision in these DDR Regulations, save where expressly provided otherwise by applicable law, no dispute, complaint, claim or challenge of any kind may be commenced before the Dispute Panel or any other body based on any alleged act or omission of the Company or of any constituent body, officer, employee, appointee or representative of the Company more than 30 days after the aggrieved party acquires actual or constructive knowledge of such act or omission. Any such dispute, complaint, claim or challenge brought after that deadline will be summarily dismissed.
- 3.3 Where required under these DDR Regulations, the Company will appoint one or more suitably qualified individuals (one of whom will be designated as chairman) to sit as a Dispute Panel.
- 3.4 No person who has a conflict of interest in the matter or has had any prior involvement in the case may sit on a Dispute Panel. No director of the Company may sit on a Dispute Panel.
- 3.5 Any objection to any member of a Dispute Panel must be made at the earliest opportunity, and a failure to do so will constitute a waiver of that objection. If one or more members of a Dispute Panel are unable or unwilling, for whatever reason, to hear a matter then the Company may, at its absolute discretion:
- (a) appoint a replacement(s);
  - (b) appoint a new Dispute Panel; or
  - (c) where applicable, allow the remaining member(s) to hear the matter.
- 3.6 Subject in each case to the prior approval of the CEO as to costs, Dispute Panels will be entitled to appoint experts to provide specialist advice (including, without limitation, legal advice) without such experts sitting as members of the Dispute Panel. The costs of such experts will be costs of the proceedings for the purposes of clause 3.26.

### **Procedures**

- 3.7 Clauses 3.8 to 3.22 set out procedural guidelines for the conduct of proceedings before a Dispute Panel. However, the Dispute Panel may in its discretion vary the procedure in each case, provided that each party is given a fair and reasonable opportunity to state its case in full and to challenge or respond to all evidence offered against it.
- 3.8 On the referral of a case pursuant to clause 3.1, the Dispute Panel will send a written notice to the parties subject to the proceedings:
- (a) setting out the identity of the members of the Dispute Panel appointed to hear the matter;
  - (b) setting out the date, time and place at which the Dispute Panel will hear the matter; and
  - (c) informing the parties that they are required to attend the hearing in person and are entitled to be represented at the hearing by legal and/or other representatives.
- 3.9 At the time of, or after, sending the written notice in clause 3.8, the Dispute Panel may send to the parties subject to the proceedings written directions governing the conduct of the proceedings.
- 3.10 If a party has failed or refused to act in accordance with the directions applicable to the proceedings, the Dispute Panel will first give that party the opportunity to make submissions

in relation to that failure or refusal, and will then determine the consequences of that failure or refusal (which may include, without limitation, a fine, an order relating to costs, a refusal to allow evidence to be adduced and/or submissions made, and/or an order that a complaint be dismissed or a defence or submission struck out).

- 3.11 Unless otherwise agreed by the Dispute Panel, the proceedings will be conducted in English and all evidence provided must be in English (or officially translated into English at the expense of the party relying on it).
- 3.12 The chairman of the Dispute Panel will be entitled to determine any pre-hearing procedural or evidential issues or disputes without recourse to any other members of the Dispute Panel.
- 3.13 Unless ordered otherwise by the Dispute Panel, all hearings before Dispute Panels will be held in private. The proceedings, at the request of the Dispute Panel, may be recorded by audio-tape, a recorder or otherwise, and the costs thereof will be costs of the proceedings for the purposes of clause 3.26.
- 3.14 The Dispute Panel may order that any hearing take place on the papers, or in whole or in part by video, web and/or telephone conference.
- 3.15 The absence of a party at any hearing before the Dispute Panel will not, in itself, prevent the Dispute Panel from proceeding to a decision in the matter, provided that the Dispute Panel is satisfied that the party received notice of the hearing. The Dispute Panel will have discretion in such circumstances, where good cause is shown, (a) to consider written submissions by or on behalf of such party, and/or (b) to adjourn the proceedings to a date when the party is able to attend.
- 3.16 The parties subject to the proceedings will have the right to give evidence, to call witnesses, to cross-examine witnesses, and/or to make submissions. The parties and any witnesses may be questioned by the members of the Dispute Panel.
- 3.17 In any case where a witness required by the Dispute Panel refuses or fails to attend, the Dispute Panel may, in its discretion, allow or refuse to allow the evidence of that witness to be given in any other form.
- 3.18 The Dispute Panel will not be bound to apply formal rules of evidence, but instead will have the discretion to receive such evidence as it considers relevant and to attach such weight to that evidence as it sees fit.
- 3.19 The Dispute Panel will have discretion to accept any facts established by a decision of a court or professional disciplinary tribunal of competent jurisdiction which is not the subject of a pending appeal as irrebuttable evidence against the party to whom the decision relates, unless that party establishes that the decision violated the principles of natural justice.
- 3.20 The Dispute Panel will be entitled to draw an adverse inference against any party who (a) fails to comply with any request for information made in accordance with the relevant Regulations, (b) fails to appear at a hearing following a request made a reasonable time in advance, or (c) fails to answer any question(s) at the hearing.
- 3.21 The Dispute Panel will be entitled to expedite, adjourn or postpone proceedings as it thinks fit.
- 3.22 The Dispute Panel will be entitled to consolidate the matter with any other matter (and/or order concurrent hearings) where the proceedings arise out of the same incident or set of facts, or where there is a clear link between separate incidents.

### **Decisions**

- 3.23 The Dispute Panel will rule on the matter on the balance of probabilities.
- 3.24 A decision of a Dispute Panel will be made by at least a simple majority of the members. Where a Dispute Panel has an even number of members and the members are unable to come to a unanimous or majority decision, the chairman of the Dispute Panel will have a casting vote. No member of a Dispute Panel may abstain from any decision.

- 3.25 The Dispute Panel may:
- (a) uphold or dismiss the complaint (in whole or part);
  - (b) grant such monetary, injunctive and/or declaratory relief as it sees fit; and or
  - (c) make such other order as it considers appropriate.
- 3.26 Dispute Panels will have the discretion to order any party subject to the proceedings to pay some or all of the costs of proceedings before them, including:
- (a) the costs of holding the hearings;
  - (b) the legal and/or travel/accommodation costs and/or fees or charges of the members of the Dispute Panel; and/or
  - (c) the legal and/or travel/accommodation costs of any party subject to the proceedings.

Dispute Panels will not ordinarily make an order as to costs (including an order that each side bears its own costs) without first considering submissions from the relevant parties on the question of costs. Where, following an order as to costs, the parties subject to the proceedings remain in disagreement as to the specific sums payable thereunder, any such party may refer the matter to the Dispute Panel, which will make a determination in respect thereof (and which will have the power, where appropriate, to make further costs orders relating to the work carried out by the parties in resolving the disagreement on costs).

- 3.27 The Dispute Panel may also order some or all of such costs to be paid by some other person(s) or entity(ies) that is considered to have acted frivolously and/or in bad faith in the matter, provided that such other person(s) or entity(ies) will first be given an opportunity to make submissions (which may be limited to written submissions) as to why such an order should not be made.
- 3.28 The Dispute Panel will advise the parties subject to the proceedings of its decision in a written judgment, issued as soon as reasonably practicable after the hearing, which sets out the reasons for its findings. The judgment will be served on the parties subject to the proceedings and, unless otherwise provided, will come into effect immediately.
- 3.29 If no appeal is filed in accordance with clause 4, the decision will be final.

#### **4. THE CAS**

- 4.1 The decision of an Appeal Panel pursuant to clause 2.3.36 and the decision of a Dispute Panel pursuant to clause 3.28 may be appealed by the parties subject to the proceedings solely to the CAS, which will resolve the dispute definitively in accordance with the CAS Code of Sports-Related Arbitration, save that the appeal will take the form of a *de novo* hearing only where that is required in order to do justice (for example to cure procedural errors at the first instance hearing); in all other cases, the appeal will not take the form of a *de novo* hearing but instead will be limited to a consideration of whether the decision being appealed was erroneous.
- 4.2 To be valid, the appeal must be filed with the CAS in writing within 21 days of the party's receipt of the written decision in question.
- 4.3 Pending the resolution of the appeal by the CAS, the decision being appealed will remain in full force and effect unless the CAS orders otherwise.
- 4.4 The appeal proceedings will be conducted in English, and English law will apply.
- 4.5 Decisions of the CAS on the appeal will be final and may not be challenged in any forum or on any grounds except as set out in Chapter 12 of Switzerland's Federal Code on Private International Law.

#### **5. GENERAL PROVISIONS**

## **5.1 Public announcements**

- 5.1.1 The Company is entitled to issue press releases and make comments prior to hearings (identifying in each case, for example, the parties involved, the nature of the case, as well as the time, date and venue for the hearing) and following hearings (providing, for example, a summary of the decision).
- 5.1.2 Save where the relevant Disciplinary Panel, Dispute Panel or Appeal Panel orders otherwise, the Company may publish the decisions of Disciplinary Panels, Dispute Panels and Appeal Panels after the decision has been communicated to the parties. The public announcement of the decision may include details of offences committed and of any sanctions imposed.
- 5.1.3 Save for the press releases and comments referred to in clause 5.1.1, until such time as a decision is published, all parties and participants in the proceedings will treat such proceedings as confidential.

## **5.2 Early reinstatement**

- 5.2.1 Any person or entity who is serving a suspension imposed under these DDR Regulations may apply to the Board for early reinstatement on the basis of new mitigating circumstances (such as the provision of Substantial Assistance following the imposition of the suspension). The Board will have absolute discretion as to whether or not to grant such early reinstatement.

## **5.3 Deviations and unforeseen circumstances**

- 5.3.1 Any deviation from any provision of these DDR Regulations and/or any irregularity, omission, technicality or other defect in the procedures followed hereunder will not invalidate any finding, procedure or decision unless it is shown to render the proceedings unreliable or to have caused a miscarriage of justice.
- 5.3.2 In the event that a particular incident takes place for which there is no provision in these DDR Regulations, the Disciplinary Officer may either refer the matter to a Disciplinary Panel, a Dispute Panel or an Appeal Panel or take such other action as she considers appropriate in the circumstances. If the Disciplinary Officer refers the matter to a Disciplinary Panel, a Dispute Panel or an Appeal Panel, that person or entity will deal with the matter in accordance with general principles of natural justice and fairness.

## **5.4 Notices**

- 5.4.1 Any notice or communication required to be given under these DDR Regulations must be given in writing and sent by courier, registered or first class post, or transmitted by facsimile or email.
- 5.4.2 Notices and communications to be served on the Company or the Disciplinary Officer will be treated as served where they are delivered to the office of the Company's secretariat.
- 5.4.3 Notices and communications to parties other than the Company or the Disciplinary Officer may be served:
  - (a) by delivery to the party at the address last notified to the Company; or
  - (b) via a party's National Association, at the address last notified to the Company.
- 5.4.4 If sent by courier or by registered or first class post, the notice or communication will be deemed to have been given at the expiration of five working days after it was sent. If transmitted by facsimile or email, the notice or communication will be deemed to have been given at the expiration of 48 hours after the time it was sent.

## **5.5 Liability**

- 5.5.1 In the event that a person or entity fails to pay any fine, compensation payment and/or costs award imposed under clause 2 of these DDR Regulations by the specified deadline (or, where no deadline is specified, within a reasonable period), that person or entity's National Association at the time of the incident to which the fine, compensation payment and/or costs



award relates will become immediately liable to satisfy the fine, compensation payment and/or costs award. For the avoidance of doubt, in respect of any sums payable by a person, entity or National Association under these DDR Regulations, the Company may deduct (and retain) a corresponding amount from any sums payable by the Company to the applicable National Association.

- 5.5.2 Except in the case of gross negligence, members of Investigations Panels, Disciplinary Panels, Appeal Panels and Dispute Panels, the Disciplinary Officer and the Company will not be liable for any acts or omissions relating to these DDR Regulations, provided that any such person or entity has acted at all times in good faith.

## **APPENDIX ONE**

### **DEFINITIONS**

**Appeal Panel** means a panel appointed pursuant to clause 2.3.8.

**Appellant** means the party making the appeal.

**Articles** means the Articles of Association of the Company, as amended from time to time.

**Board** means the board of directors of the Company, elected pursuant to the Articles.

**CAS** means the Court of Arbitration for Sport in Lausanne, Switzerland.

**CEO** means the chief executive officer of the Company.

**Company** means the International Netball Federation Limited.

**DDR Regulations** means these disciplinary and dispute resolution regulations, as amended from time to time.

**Disciplinary Officer** means the person appointed by the Company, as and when necessary, to act on its behalf in matters arising under these DDR Regulations.

**Disciplinary Panel** means a panel appointed pursuant to clause 2.2.2.

**Dispute Panel** means a panel appointed pursuant to clause 3.3.

**International Event** means a duly-sanctioned match, competition or event contested by national representative teams or by teams under the jurisdiction of different National Associations or by teams representing different Regional Federations.

**Investigations Panel** means a panel appointed pursuant to clause 2.1.5.

**Member** means an entity that has been admitted as a member of the Company in accordance with the Articles.

**Memorandum** means the Memorandum of Association of the Company, as amended from time to time.

**Misconduct** means any conduct, behaviour, statements (including, without limitation, statements made on social networking platforms or sites such as Twitter and Facebook, or similar) or practices, on or off the court, that are unsporting and/or insulting and/or contrary to the integrity of the sport of Netball and/or that bring or have the potential to bring the sport of Netball, an International Event, a Regional Federation or Member, a match official, the Company and/or any sponsor or other commercial partner of the Company into disrepute.

**National Association** means a national governing body of Netball.

**Netball** means the sport of netball and other derivatives of the game as determined by the Board from time to time.

**Regional Federation** means a regional federation established in accordance with the Articles.

**Regulations** means any rules, regulations, codes or policies made by or on behalf of the Company, as amended from time to time.

**Substantial Assistance** means the provision to the Company of truthful, accurate and complete information about potential Misconduct and/or breaches of the Memorandum, Articles, Regulations and/or other similar laws or regulations of which the party has knowledge, and full cooperation with any investigation and prosecution (whether by the Company or another body) of such Misconduct and breaches, including (without limitation) by testifying at a hearing if required to do so.