



**NETBALL SA PREMIER LEAGUE
COMPETITION RULES
2021**

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Competition Rules

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1. Definitions and Interpretations

1.1 Defined Terms

In this document:

AMND Competition	the netball competition conducted by the Adelaide Metropolitan Netball Division in the State of South Australia.
ANL	the Australian Netball League which is a national competition conducted by Netball Australia.
ANL Athlete	an athlete who has been selected in the Southern Force team.
Appeal Hearing	the process by which an appeal is heard and determined by an Appeal Panel.
Appeal Officer	an impartial and independent person appointed by the Netball SA Chief Executive Officer or his / her authorised delegate to decide whether there are sufficient grounds for appeal.
Appeal Panel	will comprise three (3) individuals, including the Appeal Officer, who have the appropriate skills and expertise to conduct an Appeal Hearing and make a determination.
Appellant	the person seeking to appeal a decision made by a Hearing Officer or Hearing Panel.
Assistant Coach	a person who is to work closely with the Head Coach and who is to be primarily responsible for the coaching of a Participating Team when the Head Coach is unavailable.
Bench Officials	comprises two (2) scorers; two (2) timers and a Bench Manager who are to be present on the Score Bench for each Match.
Bench Manager	a person appointed by the Netball SA Chief Executive Officer or his / her authorised delegate to officiate a Match.
Business Day	a day (other than a Saturday or Sunday) on which banks are open for general business in Adelaide.
Club Player List	a final squad of up to 30 contracted Players of the Premier Division and Reserves Division for the Participating Team to participate in the Competition which will include at least four (4) Talented and Emerging Players for experience and development.

Club President	the President of a Participating Team.
Commercial and Media Guidelines	the document entitled 'Commercial and Media Guidelines' for the Competition.
Competition	Netball SA Premier League Competition.
Competition Rules	the rules of the Competition.
Complaint	is an allegation made by a Participating Team, Match Official, Player, Team Official or Netball SA official that another Participating Team, Player or Team Official has committed an Offence.
Complainant	means the person who lodges a Complaint. This includes, but is not limited to a Participating Team, Match Official, Player, Team Official or Netball SA official.
Constitution	the constitution of the South Australian Netball Association Inc. whose trading name is known as Netball SA.
Disciplinary Code	the disciplinary code which applies to the conduct and behaviour of Participating Teams; Players and Team Officials for the Competition as specified in clause 8.
Eligibility and Selection Rules	the eligibility and selection rules for Players as specified in clause 3.
Field of Play	the designated area that includes the defined court area, Score Bench and Team Benches.
Finals Series	the Major Semi Final, Minor Semi-Final, Preliminary Final and Grand Final of the Competition as specified in clause 2.5.
Goal Difference	the difference between goals scored by a Participating Team and goals scored by the opposing Participating Team.

Goal Percentage	goals scored by a Participating Team divided by goals scored by the opposing Participating Team, multiplied by 100 and rounded to two (2) decimal points.
Head Coach	a person who is primarily responsible for the coaching of a Participating Team.
Hearing	the process by which a Complaint is heard and determined by a Hearing Officer or Hearing Panel.
Hearing Officer	an impartial and independent person appointed by the Netball SA Chief Executive Officer or his/her authorised delegate to hear and determine the Complaint.
Hearing Panel	the body appointed by the Netball SA Chief Executive Officer or his / her authorised delegate which may conduct a Hearing and make a determination. The Hearing Panel will comprise three (3) individuals including the Hearing Officer, who have the appropriate skills and expertise.
Juniors	players 17 years of age or under in the calendar year of a netball competition.
Match	any netball match, excluding training matches, played by or between Participating Teams in the Competition.
Match Official	the Bench Official, Bench Manager; Netball SA Pre-Elite Pathways Coordinator; Team Official; an Umpire; reserve Umpire or any other person appointed by the Netball SA Chief Executive Officer or his / her approved delegate to assume responsibility in connection with a Match.
Minor Round Matches	a series of Matches played in the Competition as specified in clause 2.2 prior to the Finals Series.
National Netball League	a competition conducted by Netball Australia, consisting of eight (8) Australian teams.
Natural Justice	is the right to be given a fair hearing and the opportunity to present one's case, the right to have a decision made by an unbiased and impartial decision maker and the right to have that decision based on logically probative evidence.
Netball Australia	the national governing organisation for netball in Australia.
Netball SA	South Australian Netball Association Inc.

Netball SA Board	consists of a President and Directors responsible for the corporate governance of Netball SA.
Netball SA Chief Executive Officer	the Chief Executive Officer appointed by the Netball SA Board to undertake the general management of all operational aspects of Netball SA.
Netball SA Pre-Elite Pathways Coordinator	an employee of Netball SA whose responsibilities include, either permanently or temporarily, the administration and communications of the Competition.
Netball SA Office	the primary location of business for Netball SA as stated in Article I.
Netball SA Premier League	is the premier pre-elite netball competition within South Australia as operated by Netball SA since the commencement of the 2011 Season. Often abbreviated to NSA Premier League or Premier League.
New Recruit	a Player transferring to a new Participating Team for whom they have not played for during the previous Season.
Notice of Appeal	an appeal lodged by an Appellant as detailed in clause 8.7.
Offence	means an action or actions that are not permitted within the Competition Rules as specified in clause 8.2.2.
Operations Manual	the document entitled 'Operations Manual' for the Competition.
Participating Team	an entity admitted by Netball SA to field teams in the Competition. For the avoidance of doubt, the entity does not include its directors.
Player	any person who has signed a Standard Player Contract with a Participating Team.
Player Points Inventory	a document prepared by Netball SA in terms of clause 3.5.2.
Player Points System	the system as specified in clause 3.4.
Player Points Table	the table for assessing the Player Points System as specified in clause 3.5.
Player Recruitment Window	the period of time in which Participating Teams are permitted to approach potential New Recruits.
Premier Division	the first playing division in the Competition.

Replacement Player	a Player who replaces another Player in the Participating Team of the Competition as specified in clause 3.6.
Reserves Division	the second playing division in the Competition.
Respondent	the person, Match Official, Participating Team or Team Official who the Complaint is made about in terms of clause 8.
SASI	means the South Australian Sports Institute.
Score Bench	the official bench for the scoring of Matches as specified in clause 7.
Season	the period of time Netball SA prescribes for the conduct of the Competition within any 12 month period, including the pre-season, Minor Round Series, Finals Series and any post season tournament or knockout competition organised or sanctioned by Netball SA.
Seniors	players turning 18 years of age or older in the year of a netball competition. For the purpose of Player registration within the Competition, all Players will be registered as Senior players regardless of their age.
Southern Force	the South Australian team competing in the Australian Netball League (ANL) Competition.
Standard Player Contract	a standard player individual employment agreement (or contract) which Participating Teams are required to enter into with all Players of that Participating Team for the Competition.
State League Level	the netball competitions in each State and Territory of Australia conducted at a similar level to the Competition.
State Underage Team	comprises either the 21 years of age and under; 19 years of age and under; 17 years of age and under or such other team as advised by Netball SA representing South Australia in any netball tournament.
Talented and Emerging Player	a talented and emerging player who has been identified by a Participating Team with no prior experience at Premier League Competition or State League Level.

Team Bench	comprises the Team List and Team Officials.
Team List	a list of the starting seven (7) Players and their “on court” positions, up to five (5) Player reserves and the name of the “on court” captain for either the Premier Division or the Reserves Division.
Team Official	any person (whether paid or unpaid) responsible for the administration, management, preparation, organisation and participation of a Participating Team, including employees, contractors, consultants, officers, directors, club committee members and representatives; coaches, managers, medical staff, Primary Carers, gear persons and any other support staff. For the purposes of persons to be included on the Team Bench, it must comprise a Head Coach; a maximum of two (2) Assistant Coaches, a maximum of two (2) Primary Carers and a team manager providing the overall number of Team Officials on the Team Bench does not exceed five (5) people.
Umpire	an umpire appointed by the Netball SA allocation panel to officiate in a Match.
Umpire Assessor/Umpire Mentor	a person whose roles and responsibilities are detailed in clause 6.2.
Underage International Player	a Player who is selected to represent Australia in the Australian 21 and under age and Australian 19 and under age team. For clarity, the definition does not refer to a Player who is selected in the 21 and under or 19 and under Australian Talent Identification Squad. In the case where a team is not selected from the Talent Identification Squad, the Player will be deemed to be an Underage International Player.

1.2 Objectives

The primary objectives of the Competition Rules are to help ensure that the objectives of the Competition are achieved and include:

- a) to be the best pre-elite netball competition in Australia;
- b) to ensure the Competition is the premier netball competition providing the best opportunities for the development of netballers;
- c) to provide a Competition that is highly competitive across all entrants;
- d) to provide pathways that are evident and proven by Players, coaches and Umpires transitioning from the Competition into the ANL and ultimately the National Netball League;
- e) provision of a highly sustainable structure supported by strong internal leadership with a clear vision supported by external partners; and
- f) to encourage a strong local profile measured in high spectator participation and media support.

1.3 Interpretation

In this document:

- a) headings are for reference only and do not affect interpretation;
- b) the singular includes the plural and vice versa, a gender includes other genders and different grammatical forms of defined expressions have corresponding meanings;
- c) unless stated otherwise, anything (other than making a payment) required to be undertaken on or by a day which is not a Business Day, must be undertaken on or by the next Business Day;
- d) no provision or expression is to be construed against a party on the basis that the party (or its advisers) was responsible for its drafting, and
- e) examples and use of the word including and similar expressions do not limit what else may be included.

1.4 Administration

- a) Subject to these Competition Rules, the Operations Manual, the Commercial and Media Guidelines of the Competition, the Constitution and any other document, the Netball SA Pre-Elite Pathways Coordinator shall have the authority to enquire and adjudicate all questions and disputes arising out of the Competition. If a matter is not provided for in the Competition Rules, Commercial and Media Guidelines, Operations Manual or any other document, the Netball SA Pre-Elite Pathways Coordinator may make any determination after consultation with the Netball SA Chief Executive Officer where appropriate and the decision shall be final;

- b) any Participating Team refusing or neglecting to abide by a decision of the Netball SA Pre-Elite Pathways Coordinator may be excluded from the Competition for such time as the Netball SA Pre-Elite Pathways Coordinator, in consultation with the Netball SA Chief Executive Officer and the Netball SA Board, shall determine;
- c) all relevant correspondence shall be addressed to and received at the Netball SA Office by either post; hand delivery or email marked to the attention of the Netball SA Pre-Elite Pathways Coordinator;
- d) all outward correspondence shall be dispatched from the Netball SA Office and directed to the Club President by either email or such other means unless the Participating Team nominates another person to receive correspondence;
- e) a register of all Participating Team's colours and uniforms will be kept at the Netball SA Office;
- f) all recording work will be undertaken by persons appointed by the Netball SA Chief Executive Officer or the Netball SA Pre-Elite Pathways Coordinator;
- g) all moneys shall be received and receipted at the Netball SA Office;
- h) all media releases are to be prepared by a communications officer of Netball SA;
- i) all Competition Rules and supporting documents will be reviewed by Netball SA representatives at the conclusion of each Season and;
- j) the Premier League Competition is a female only competition unless otherwise specified by Netball SA.

2. Conduct of Matches

2.1 Rules of Netball

- 2.1.1. The Competition will be conducted with reference to the International Netball Federation Official Rules of Netball and International Netball Federation Regulations (INF Rules), unless where modified in these Competition Rules or associated documents that may include, but are not limited to, the Commercial and Media Guidelines and Operations Manual documents.

2.2 Competition Structure

- 2.2.1. The Competition consists of eight (8) Participating Teams competing in both the Premier Division and the Reserves Division.
- 2.2.2. The Competition will consist of fourteen (14) Minor Round Matches followed by a Finals Series for each of the Premier Division and the Reserves Division.
- 2.2.3. The Netball SA Pre-Elite Pathways Coordinator will make the final decision as to the draw and the scheduling of Matches.
- 2.2.4. The top four (4) Participating Teams from the Minor Round Matches for each of the Premier Division and the Reserves Division advance to the respective Finals Series.

- 2.2.5. If a Participating Team withdraws from the Competition prior to the draw being finalised at the commencement of the Minor Round Matches, the draw will be re-constructed. If a Participating Team withdraws from the Competition after the draw has been finalised and released to all Participating Teams, the withdrawing Participating Team will be replaced with a bye in the draw.
- 2.2.6. The Finals Series for each of the Premier Division and the Reserves Division will be conducted as follows:
- a) Major Semi Final – 1st position on the premiership table at the completion of the Minor Round Matches (being designated as the ‘Home Team’) versus 2nd position on the premiership table at the completion of the Minor Round Matches (being designated as the ‘Away Team’).
 - b) Minor Semi Final – 3rd position on the premiership table at the completion of the Minor Round Matches (being designated as the ‘Home Team’) versus 4th position on the premiership table at the completion of the Minor Round Matches (being designated as the ‘Away Team’).
 - c) Preliminary Final – loser of the Major Semi Final versus winner of the Minor Semi Final with the Major Semi Final loser (being designated as the ‘Home Team’).
 - d) Grand Final – winner of the Major Semi Final versus winner of the Preliminary Final with the Major Semi Final winner (being designated as the ‘Home Team’).

2.3 Match Duration and Match Format

- 2.3.1. A Match shall be played for a period of sixty (60) minutes divided into four (4) quarters, each of fifteen (15) minutes duration. The fifteen (15) minute duration for each quarter will be actual playing time and will not include stoppages in play.
- 2.3.2. An interval shall be taken between each quarter as follows:
- a) A maximum period of three (3) minutes between the end of the first quarter and the beginning of the second quarter;
 - b) a maximum period of five (5) minutes between the end of the second quarter and the beginning of the third quarter; and
 - c) a maximum period of three (3) minutes between the end of the third quarter and the beginning of the fourth quarter.
- 2.3.3. Only the officiating Umpires may stop a Match (temporarily or indefinitely) due to an extraordinary circumstance that may be deemed an emergency. This may include but is not limited to equipment damage or failure, a seriously injured Player or any other reason deemed necessary by the officiating Umpires.
- 2.3.4. The officiating Umpires will determine if a Match may continue to proceed or if that Match must be delayed, postponed or cancelled.
- 2.3.5. In the event that a Match is delayed, postponed or cancelled, that Match must be resumed as soon as is conveniently possible as directed by the officiating Umpires or if prolonged delaying occurs, the Netball SA Pre-Elite Pathways Coordinator shall direct accordingly.

2.4 Match Points

- 2.4.1. The official score sheet is the only true record of the Match.
- 2.4.2. In the Minor Round Matches, points will be allocated by way of two (2) points for a win, one (1) point for a draw and nought (0) points for a loss.
- 2.4.3. In the event that due to unforeseen and exceptional circumstances a Match cannot be rescheduled for completion, the following will apply:
 - a) A drawn result shall be declared if the Match was stopped prior to or during the second quarter and each Participating Team involved in that Match will be awarded one (1) Match point;
 - b) if the Match had entered the third or fourth quarters, a win will be awarded to the Participating Team with the highest score at the time in which the Match was stopped; or
 - c) in the event that both Participating Teams were on the same score and the Match had entered the third or fourth quarter, a drawn result will be declared and each Team awarded one (1) Match point.
- 2.4.4. At the conclusion of the Minor Round Matches, Participating Teams will be ranked according to:
 - a) Points awarded for a win, loss or draw as outlined in 2.4.2
 - b) In the event of Participating Teams having the same level of points at the end of the Minor Round Matches, the respective placing shall be determined by ranking the Participating Teams according to the Goal Percentage achieved by each Participating Team during the Minor Round Matches. If Participating Teams remain tied with the same Goal Percentage after ranking, the following will apply:
 - i). Those Participating Teams will be ranked in order according to the greater number of win / loss Matches played against each other during the Minor Round Matches.
 - ii). If the Participating Teams detailed in clause 2.4.4b)i) recorded the same win / loss ratio during the Minor Round Matches, then Goal Difference will be applied from those respective Minor Round Matches played by those Participating Teams with the Participating Teams ranked according to the greater Goal Difference.
 - iii). In the event that a Minor Round Match between the Participating Teams was not completed and / or a drawn result was declared, Goal Difference as above will be applied against any remaining Matches played between those Participating Teams. Participating Teams will be ranked in order according to the Participating Team that has the greater Goal Difference.

- iv). If the then Goal Difference in terms of clauses 2.4.4b)ii) and 2.4.4b) continues to be the same, the Participating Team scoring the greater number of goals for all of the Minor Round Matches played during the Season will be declared the higher/highest ranked Participating Team.

2.5 Final Series

- 2.5.1. During a Finals Series and in the event that both Participating Teams were on the same score at the completion of the fourth quarter of the Match, the following will apply:
 - a) A two (2) minute interval will occur and Player changes may be made during this time. Coaching instructions may be permitted by the Head Coach and Assistant Coach during this time.
 - b) The extended Match, (hereinafter referred to as “extra time”), will comprise two (2) halves each comprising seven (7) minute duration with a one (1) minute interval between the two halves.
 - c) Participating Teams change ends at the commencement of “extra time” and the Match is restarted by the Participating Team entitled to the next centre pass.
 - d) Participating Teams will change ends at the completion of the first seven (7) minutes duration. Player substitutions and/or positional changes may be made during the one (1) minute interval. The Match is restarted by the Participating Team entitled to the next centre pass.
 - e) If both Participating Teams are on the same score at the completion of “extra time”, play will continue until a Goal Difference of two (2) goals eventuates and the Participating Team which recorded the greater of the two (2) Goal Difference will be declared the winner of the Match.

2.6 Competition Results

- 2.6.1. The Bench Manager officiating each Match will collect the results and provide them to the Netball SA Pre-Elite Pathways Coordinator for entry into MyNetball.
- 2.6.2. All Match results and statistics of the Competition are solely for the exclusive use of Netball SA.

3. Eligibility and Selection

3.1 Application

- 3.1.1. To be eligible to participate in the Competition, Players must be a registered member of Netball SA and Participating Team and party to a Standard Player Contract with a Participating Team or a National Netball League player.
- 3.1.2. The Eligibility and Selection Rules outlined in clause 3 are applicable to all eligible Players as stated in clause 3.1.1.

- 3.1.3. The Eligibility and Selection Rules incorporate a Player Points System for the Competition as detailed in clause 3.4 and Appendix 1.

3.2 Selection Process

- 3.2.1. For each year that a Participating Team is involved in the Competition, the Participating Team must by close of business on the date or dates specified in the Operations Manual, provide to the Netball SA Pre-Elite Pathways Coordinator in writing, its Club Player List and an executed statutory declaration by either the Club President or approved delegate, confirming that the Participating Team is in possession of a Standard Player Contract for each Player included on the Club Player List.
- 3.2.2. No alterations may be made to a Club Player List for a Season, unless approved by the Netball SA Pre-Elite Pathways Coordinator in accordance with the Replacement Player rules outlined in clause 3.6.

3.3 Player Recruitment Window

- 3.3.1. The purpose of the Player Recruitment Window is to regulate the movement of Players between Participating Teams (together with the Player Points System outlined in clause 3.4).
- 3.3.2. The Player Recruitment Window is a period of time in which Participating Teams are permitted to approach potential New Recruits.
- 3.3.3. All Participating Teams must comply with the Player Recruitment Window.
- 3.3.4. The Player Recruitment Window will open at the completion of the Season on approximately 1st October each year. The specific date will be provided to Participating Teams by the Netball SA Pre-Elite Pathways Coordinator prior to this time.
- 3.3.5. Participating Teams are permitted to approach and re-sign their own Players at any time.
- 3.3.6. Participating Teams are not permitted to approach, directly or via proxy, Players from another Participating Team until the Player Recruitment Window is open as specified in clause 3.3.4.

3.4 Player Points System

- 3.4.1. The purpose of the Player Points System is to:
- a) provide a straight-forward, fair and transparent method of Player transfer and recruitment process for the Competition based on point values;
 - b) encourage Participating Teams to develop their own Players to play in their Participating Teams; and
 - c) quantify the value of each Player to their Participating Team and restrict excessive movement of Players to other Participating Teams.
- 3.4.2. The Player Points System comprises a range of points from 0 (zero) to 5 (five) applicable to all Players. The following rules apply to the Player Points System:

- a) All Players who are party to a Standard Player Contract and a registered member of Netball SA, National Netball League players and Replacement Players will attract Player Points as specified in clause 3.5 when transferring to a new Participating Team as a New Recruit;
- b) each Season a maximum total of ten (10) Player Points are permitted for New Recruits to the Club Player List. A maximum total of ten (10) Player Points also applies to the combined Team List for the Premier Division and Reserves Division during a Minor Round or Finals Series in the same round;
- c) Netball SA has the discretion to award additional Player Points to Participating Teams in extenuating circumstances;
- d) Player Points are not transferable between Participating Teams;
- e) New Recruits will attract the highest allocation of Player Points applicable. For example, if a New Recruit is a National Netball League player (point allocation of five (5) points) and the New Recruit has also played fifty (50) or more Matches at a Premier League Competition or State League Level (point allocation of three (3) points); the points allocation for that New Recruit is five (5) points;
- f) a New Recruit is allocated zero (0) points if the Player has not played netball at Premier League Competition or State League Level or a higher level for three (3) or more years from the completion of the most recent Season;
- g) National Netball League players returning to play in the Competition will be allocated zero (0) points if they return to the Participating Team they played for immediately prior to the initial National Netball League team in which they participated; and
- h) a Player will not be eligible to participate in the Competition if they attempt to trade out of the Standard Player Contract without permission from their existing Participating Team.

3.5 Player Points Table

- 3.5.1 A Player Points Table detailing the various points applicable for the Player Points System is provided in Appendix 1.
- 3.5.2 Netball SA will provide Participating Teams with the Player Points Inventory as soon as possible after completion of the Season. Therefore, Participating Teams will be aware of Player Points application to potential New Recruits.
- 3.5.3 Upon submission of the Club Player List to the Netball SA Pre-Elite Pathways Coordinator, Participating Teams will be notified as to whether their Club Player List is within the maximum total point allocation of the Player Points System.
- 3.5.4 Failure to meet the requirements of the Player Points System will result in Participating Teams being required to resubmit their revised Club Player List until the maximum total point allocation is achieved by no later than the date specified by the Netball SA Pre-Elite Pathways Coordinator.
- 3.5.5 It is the responsibility of Participating Teams to manage their Player point allocation in the final Club Player List to ensure their Players are within the

maximum total point allocation of the Player Points System. Failure to comply with the Player Points System and Player Points Table may result in disqualification from the Competition.

- 3.5.6 The Netball SA Pre-Elite Pathways Coordinator is responsible for overseeing and ensuring Participating Teams are abiding by the rules regarding the Player Points System. Audits may be performed by external consultants or the Netball SA Pre-Elite Pathways Coordinator.

3.6 Replacement Player

- 3.6.1 A Participating Team may replace a Player, on a temporary or permanent basis, in its Club Player List if:
- a) That Player is no longer available to play for the Participating Team due to serious injury/illness, or for other reason which may include but not be limited to pregnancy, moving overseas, work commitments; and/or
 - b) the Player's conduct; non adherence to Netball Australia's Member Protection Policy (which includes the National Codes of Behaviour) or lack of fitness does not justify their retention; and/or
 - c) where a Standard Player Contract is terminated.
- 3.6.2 If a Replacement Player request is sought in terms of clause 3.6.1, the Participating Team may apply to Netball SA to replace that Player subject to the Eligibility and Selection Rules as specified in this clause 3 being met.
- 3.6.3 During the Minor Round Matches, applications must be in writing (email is acceptable) to the Netball SA Pre-Elite Pathways Coordinator by no later than 24 hours prior to the next preceding Match the Participating Team is due to participate. A Player Replacement Form (refer to the Operations Manual) must be completed and any supporting evidence included. The supporting evidence may include, but not be limited to written confirmation from the Player to be replaced or other interested parties that grounds for replacement are as outlined in clause 3.6.1.
- 3.6.4 Netball SA will consider any Replacement Player application at its absolute discretion and no Player can be included on the Club Player List until written approval is obtained from the Netball SA Pre-Elite Pathways Coordinator.
- 3.6.5 A Player will be classified as a Replacement Player if:
- a) The Player was not selected in a Club Player List for any other Participating Team; or
 - b) the Player was a member in a Club Player List for another Participating Team but that Participating Team has agreed to release that Player from her Standard Player Contract in writing to the Netball SA Pre-Elite Pathways Coordinator.
- 3.6.6 When a Player has been approved as a Replacement Player, that Player cannot be approved for any other Participating Team as a Replacement Player for the remainder of the Season.

3.7 Other Eligibility and Selection Rules

- 3.7.1 If a Player has taken to the court in more than two (2) quarters of a Match in the Premier Division during the Minor Round Matches and Final Series of a Season, the Player is ineligible to play a Match in the Reserves Division in the same Minor Round Match where the Premier Division precedes the Reserves Division during that Season.
- 3.7.2 A Player is permitted to play more than one (1) quarter of a Match in the Premier Division and play in a Match of the Reserves Division in the same round on up to four (4) occasions during the Minor Round in that Season. Thereafter, the Player can only play in either the Premier Division or Reserves Division for the remainder of the Minor Round and Finals Series in that Season.
- 3.7.3 A Player will only be eligible to play in the Finals Series if the Player has been included on the Team List and has taken to the court for more than one (1) quarter in a minimum of five (5) Minor Round Matches for that Season in either the Competition or AMND Competition or a combination of both. Subject to clause 3.6, a Replacement Player may be granted permission to participate in the Finals Series subject to a Player having taken to the court in five (5) Minor Round Matches for their Participating Team in the AMND Competition in the same Season.
- 3.7.4 Notwithstanding clause 3.7.3, if a Player is an ANL athlete participating in the ANL which is conducted during the same Season, that Player will be eligible to play in the Final Series if the ANL athlete has been included on the Team List and has taken to the court for more than one (1) quarter in a minimum of four (4) Minor Round Matches for that Season.
- 3.7.5 A Player will be ineligible to play in a Minor Round Match or a Final Series in the Reserves Division of a Season if the Player has taken to the court for more than one (1) quarter in eight (8) or more Minor Round Matches in the Premier Division during that same Season. The ANL Athlete Replacement Process (Memo dated 7 May 2018) applied to all PL clubs who have an ANL athlete selected in 2020, including an athlete who may be selected from outside the 2020 ANL team.
- 3.7.6 A Player will be ineligible to play in the Premier Division or Reserves Division if she has taken to the court during twenty four (24) or more quarters in the National Netball League competition during the equivalent Season.

4. Team Officials and Coaching Accreditation Criteria

4.1 Team Official Registration

- 4.1.1 Each Participating Team must complete the "Participating Team Contact Information Form" contained in the Operations Manual.

4.2 Coaching Accreditation Criteria

- 4.2.1 Each Participating Team is responsible for appointing its own coaching staff (Head Coach and an Assistant Coach) to both their Premier and Reserves Divisions.

- 4.2.2 Netball SA may provide ongoing assistance and support to each Participating Team (as applicable) to aid in the appointment process and performance of the respective Head Coach and Assistant Coach.
- 4.2.3 To be eligible as a Head Coach for the Premier Division, the Head Coach must hold a minimum of a current 'Advanced Level Coaching Accreditation' as established by Netball Australia prior to the commencement of the Minor Round Matches of the Season.
- 4.2.4 To be eligible as an Assistant Coach for the Premier Division, the Assistant Coach must hold a minimum of a current 'Intermediate Level Coaching Accreditation' as established by Netball Australia prior to the commencement of the Minor Round Matches of the Season.
- 4.2.5 To be eligible as a Head Coach for the Reserves Division, the candidate must have a current 'Intermediate Level Coaching Accreditation' as established by Netball Australia prior to the commencement of the Minor Round Matches of the Season.
- 4.2.6 To be eligible as an Assistant Coach for the Reserves Division, the candidate must have a current 'Development Accreditation' as established by Netball Australia prior to the commencement of the Minor Round Matches of the Season.

4.3 Primary Carer Eligibility

- 4.3.1 All Participating Teams are required to provide a Primary Carer for both the Premier Division and Reserves Division teams and complete the "Primary Carer Registration Form" contained in the Operations Manual.
- 4.3.2 Primary Carers must hold one of the following up-to-date qualifications:
 - a) Bachelor of Medicine.
 - b) Bachelor of Physiotherapy.
 - c) Registered Sports Trainer (Level 2).
 - d) Qualified Paramedic.
 - e) Registered Nurse.
- 4.3.3 The Primary Carer cannot perform the role of any other Team Official during a Match (e.g. a Primary Carer cannot be a Team Manager and Primary Carer for the same Match).

5. Disclosure

5.1 Standard Player Contract

- 5.1.1 Standard Player Contracts entered into by Players must be respected by other Participating Teams. No Participating Team, or representative of a Participating Team may induce, or attempt to induce, a Player to breach an existing Standard Player Contract.
- 5.1.2 No Participating Team, or representative of a Participating Team, shall approach or enter into negotiations with any Player, or a Player's representative outside of the Player Recruitment Window as detailed in clause 3.3.
- 5.1.3 An example of a Standard Player Contract is provided in Appendix 2.

6. Umpires

6.1 Umpires

- 6.1.1 Netball SA is responsible for the selection, contracting, managing, supporting and paying the pool/squad of Umpires for the Competition.
- 6.1.2 Netball SA will appoint a suitably qualified Umpire Assessor/Umpire Mentor to attend each Match wherever possible.

6.2 Umpire Assessor/Umpire Mentor

- 6.2.1 A minimum of one (1) Umpire Assessor/Umpire Mentor will be appointed wherever possible to attend each Match. These appointments are at the discretion of Netball SA.
- 6.2.2 The Umpire Assessor/Umpire Mentor shall have access to the Field Of Play in designated areas to observe the Match, but without impacting on any operational requirements.
- 6.2.3 The responsibilities of the Umpire Assessor/Umpire Mentor include, but are not limited to:
 - a) Observe the Match to which they have been appointed; and
 - b) prior to and at the end of the Match provide technical advice to Umpires to assist improvements in performance.

7. Match Operations

7.1 Bench Officials

- 7.1.1 Netball SA is responsible for coordinating and overseeing the Bench Officials of the Competition.
- 7.1.2 The Bench Manager's primary duty is to oversee and manage the scorers and timers and to ensure that all personnel understand and perform their duties and responsibilities.
- 7.1.3 The Bench Manager may be seated on or located in a position behind or near the Score Bench as required.
- 7.1.4 Any approach to the Score Bench by Team Officials may only be undertaken through the Bench Manager.

7.2 Equipment

- 7.2.1 Scorebooks, supplementary score sheets, substitution forms and Team List pads, will be supplied by Netball SA and will be available for each Match on the Score Bench.

7.3 Team List

- 7.3.1 All Players included on the Team List must also be included on the Club Player List. In order for a Player to be included on the Team List who is not on the Club Player List, the Replacement Player Rules outlined in clause 3.6 must be complied with.

- 7.3.2 No less than fifteen (15) minutes before the commencement of a Match, a Team Official must submit to the Bench Manager the Team List which will commence the Match.
- 7.3.3 The Team List must include the seven (7) Players and their “on court” positions, up to five (5) Player reserves and the name of the “on court” captain for either the Premier Division or the Reserves Division.
- 7.3.4 Upon submission of the Team List as detailed in clauses 7.3.1 and 7.3.2, no change to the Team List can be made, except in the event of an injury and/or illness to a Player listed on the Team List prior to the commencement of the Match which deems that Player to be unable to commence and/or take the court for the Match.
- 7.3.5 The Bench Manager is to be notified immediately of an alteration as detailed in clause 7.3.4 by a Team Official. A Primary Carer will be required to provide verbal verification of the injury and/or illness for which the Team List alteration and/or Player substitution is requested.
- 7.3.6 The approval of a Team List alteration and/or Player substitution is at the discretion of the Bench Manager.
- 7.3.7 Upon receipt of the Team List from both Participating Teams, a Team Official may request from the Bench Manager the starting line-up of the opposition Participating Team.
- 7.3.8 Player substitutions at the end of each quarter or during a Match are to be recorded on the “Substitution/Team Changes Advice Form” and provided to the Bench Manager as soon as possible after the substitution has occurred.
- 7.3.9 A Team Official must not enter the Field of Play during a Match to lodge and/or amend a Team List.
- 7.3.10 In relation to all Matches of a Finals Series, Participating Teams must provide the Team List to the Netball SA Pre-Elite Pathways Coordinator by midday on the day of each Match of a Finals Series.

8. Disciplinary Code, Penalties and Appeal

8.1 Scope

- 8.1.1 The Disciplinary Code aims to promote and strengthen the reputation of the Competition by establishing a standard of performance, behaviour and professionalism for its participants. In addition, it seeks to deter conduct that could impair public confidence in the honest and professional conduct of Matches or in the integrity and good character of its participants.
- 8.1.2 All Participating Teams, Players, Team Officials and Match Officials are subject to compliance with the Netball Australia Member Protection Policy.
- 8.1.3 This Disciplinary Code may be supplemented by additional codes of behaviour or ethics as established by either Netball Australia or Netball SA, provided they are consistent with the terms of this Disciplinary Code.

8.2 Complaint Reporting Procedure

- 8.2.1 A Participating Team, Match Official, Player or Team Official may make a Complaint relating to an Offence(s) arising from or related to the Competition. Such an Offence(s) may have occurred:

- a) Before, during or after the conduct of the Competition;
- b) within the confines of Netball SA Stadium, activity venue or its immediate surrounds;
- c) online, including but not limited to email or social media outlets as per Netball Australia's Member Protection Policy; or
- d) elsewhere if directly related to a Competition activity of any sort.

8.2.2 An Offence(s) can include, but are not be limited to:

- a) Failure to comply with the Competition Rules;
- b) bringing the game into disrepute;
- c) disputing the decision(s) of an Umpire;
- d) abuse of an Umpire;
- e) unsportsmanlike behaviour;
- f) breach of Netball Australia Member Protection Policy (including the National Codes of Behaviour);
- g) attempting to trip, strike, elbow or kick;
- h) tripping, striking, elbowing or kicking;
- i) obscene gestures;
- j) offensive language (which may include abusive, obscene or insulting language);
- k) fighting;
- l) spitting;
- m) threatening a person;
- n) deliberately endangering the health and safety of any Match Official, Player, spectator or Team Official (incidents involving blood / body fluids);
- o) failure to co-operate in, or hindering an investigation or Hearing under this clause 8;
- p) failure by any person including a Player or Team Official required to attend a Hearing without proper cause when notified; or
- q) coaching, umpiring, playing or engaging in Score Bench duties while under suspension.

8.2.3 The process for a Participating Team, Match Official, Player or Team Official to lodge a Complaint is to complete the Complaint Form (see Appendix 3) and lodge this Form with the Netball SA Pre-Elite Pathways Coordinator within two (2) Business Days after the Offence(s) is alleged to have occurred. Netball SA has the discretion to accept a Complaint after this time frame in extenuating circumstances.

8.2.4 The Complaint must be accompanied by payment of a \$200 fee as detailed in clause 8.2.7. In the event that the Complaint involves the Netball SA Pre-Elite

Pathways Coordinator, the Netball SA Chief Executive Officer will replace the role of the Netball SA Pre-Elite Pathways Coordinator in this process.

- 8.2.5 Upon receipt of a Complaint and the Complaint Form, the Netball SA Pre-Elite Pathways Coordinator will appoint a Hearing Officer to adjudicate the Complaint and will advise the Complainant of the name of the Hearing Officer and relevant contact details as soon as possible thereafter. If the Hearing Officer is a party to the Complaint, another independent Hearing Officer will be appointed by Netball SA.
- 8.2.6 Following appointment of the Hearing Officer, the Hearing Officer will be provided with the Complaint Form.
- 8.2.7 The \$200 fee must be remitted to, or received by, Netball SA at the time of lodging the Complaint Form as detailed in clause 8.2.4. The Netball SA Pre-Elite Pathways Coordinator is to be advised by email of the fee remittance. The fee shall be forfeited if the Offence is considered to have been made without reasonable cause by the Hearing Officer. The fee may be refunded in the event that the outcome of the Complaint is in favour of the Complainant.
- 8.2.8 Where a Netball SA official believes an Offence(s) may have been committed and no Complaint has been made by a Participating Team, Match Official, Player or Team Official, the Netball SA official may submit a Complaint either by email or in person to the Netball SA Pre-Elite Pathways Coordinator within three (3) Business Days after the Offence(s) is alleged to have occurred. The name and relevant contact details of the Hearing Officer are to be obtained in terms of clause 8.2.5.
- 8.2.9 A Complaint must then be recorded by the Netball SA official on the appropriate form as detailed in Appendix 3. This document must be lodged by the Netball SA official either by email to the Netball SA Pre-Elite Pathways Coordinator, or if that is not possible, it must be placed in a sealed envelope and delivered to the Netball SA Office marked 'Confidential' and to the attention of the Hearing Officer within two (2) Business Days of receipt of details of the name of the Hearing Officer.

8.3 Dealing with a Complaint

- 8.3.1 All Complaints must remain private and confidential by all parties deemed necessary by the Hearing Officer.
- 8.3.2 Except as otherwise provided in this clause 8, the Hearing Officer shall keep the Complaint (including, but not limited to, the nature of the Complaint, information obtained before, during and after the Complaint has been resolved) confidential.
- 8.3.3 The Hearing Officer shall be indemnified by Netball SA from any claim or action for loss, damages, or costs made against the Hearing Officer arising out of, or in connection with, their function as a Hearing Officer under this clause 8.
- 8.3.4 Upon receipt of a Complaint, the Hearing Officer will:
 - a) Confirm all details of the alleged Offence(s) on the Complaint Form and that all the particulars in connection with the Complaint have been noted; and
 - b) notify the Club President and the Respondent by email and by telephone (if practical), that a Complaint has been made. Depending on the nature of the Complaint, the Hearing Officer may provide a copy of the Complaint Form to the Club President and the Respondent.

- 8.3.5 If the Respondent subsequently wishes to provide a response against the alleged Offence(s), he/she must do so by lodging a Respondent Form as detailed in Appendix 4 within two (2) Business Days of despatch from the Hearing Officer detailing his/her version of events. The Hearing Officer will assess the Complaint, together with any associated reports and correspondence, to determine whether any further investigation is required.
- 8.3.6 If the Hearing Officer determines that further investigation is required, the Match Official, Netball SA official, Player or Team Official who lodged the Complaint will be interviewed by the Hearing Officer. This interview will be documented in writing by the Hearing Officer and will be conveyed to the Respondent. The Respondent will then be interviewed and the information obtained in response to the Complaint will also be documented in writing by the Hearing Officer.
- 8.3.7 If there is a dispute over facts, statements from witnesses and other relevant evidence will be obtained.
- 8.3.8 Based upon the information obtained in terms of clauses 8.3.5 to 8.3.7 inclusive, the Hearing Officer will determine whether the Complaint is:
- a) Substantiated (i.e. there is sufficient evidence to support the Complaint); or
 - b) unsubstantiated (i.e. there is insufficient evidence to support the Complaint).
- 8.3.9 If the Hearing Officer determines that the Complaint is substantiated as detailed in clause 8.3.8a), the Hearing Officer must determine what Offence the Respondent is to be charged with under clause 8.2.2.
- 8.3.10 Based on the findings of the Hearing Officer, the Hearing Officer may:
- a) Determine that no disciplinary action is required and dismiss the Complaint;
 - b) make a determination in relation to the Complaint and impose the appropriate penalty in accordance with this clause 8; or
 - c) determine that the matter should proceed to a Hearing.

8.4 Hearing Procedure

- 8.4.1 The purpose of the Hearing shall be to determine whether the Respondent has committed the Offence(s) as charged under clause 8.2.2. If a charge is found proven, any one or more of the penalties set out in clause 8.5 may be imposed.
- 8.4.2 If a Hearing Officer determines that the appropriate course of action is to proceed to a Hearing, the Hearing Officer will as soon as possible:
- a) Determine the composition of the Hearing, being either with a:
 - (i) Hearing Officer only; or
 - (ii) a Hearing Panel.

- b) Send to the Complainant and Respondent:
 - (i) A notice detailing the particulars of the alleged Offence(s) including details of when and where the alleged Offence(s) are said to have occurred;
 - (ii) a notice setting out the date, time and place for the Hearing; and
 - (iii) a copy of all relevant documentation pertaining to the Complaint.
- 8.4.3 The parties to the Hearing shall include:
 - a) The Complainant;
 - b) the Respondent; and
 - c) any witnesses which the Hearing Officer considers necessary to participate in the Hearing.
- 8.4.4 A Hearing must be held as soon as is practicable after receipt of the initial Complaint by the Hearing Officer, preferably within seven (7) Business Days after receipt of the initial Complaint.
- 8.4.5 The Hearing Officer or Hearing Panel shall hear and determine the particulars of the alleged Offence(s) and charge(s) therein in whatever manner it considers appropriate in the circumstances (including by way of teleconference, video conference, written statements or otherwise) provided that it does so in accordance with Natural Justice.
- 8.4.6 If the Complainant or Respondent fails to attend a Hearing without reasonable cause, the Hearing may proceed and a determination made by the Hearing Officer or Hearing Panel in their absence, provided that they are satisfied that all notification procedures under this clause 8 have been carried out.
- 8.4.7 Both the Complainant and the Respondent are entitled to support throughout this process from a chosen support person. However, no party to a Hearing may be represented by a barrister or solicitor or be legally qualified.
- 8.4.8 Each party to a Hearing shall bear their own costs in relation to the Hearing.
- 8.4.9 The Hearing Officer or Hearing Panel shall provide their decision following the conclusion of the Hearing to the parties involved.
- 8.4.10 Within a reasonable time frame the Hearing Officer or Hearing Panel will prepare a written statement outlining the decision and deliver it to:
 - a) The Complainant;
 - b) the Respondent;
 - c) the Netball SA Chief Executive Officer; and
 - d) any other party represented at the Hearing.
- 8.4.11 The Respondent has the right to appeal any decision made by the Hearing Officer or Hearing Panel. The appeals process is set out in clause 8.7.

- 8.4.12 To the extent of any inconsistency between the Hearing procedure set out in the Constitution and the Hearing procedure set out in this clause 8.4, this Hearing procedure set out in this clause 8.4 will prevail.

8.5 Penalties

- 8.5.1 A range of standard Offences and maximum penalties may be imposed at the discretion of the Hearing Officer or Hearing Panel where a charge has been found proven. Whether a penalty is to be imposed shall be at the discretion of the Hearing Officer or Hearing Panel.
- 8.5.2 If a Participating Team fails to comply with the Competition Rules in relation to a Match, the Hearing Officer or Panel may apply the following penalties:
- a) The Participating Team may be fined a monetary amount considered to be proportionate to the Offence;
 - b) the Participating Team may be deemed to have lost the Match in which the contravention occurred and will be allocated zero (0) premiership points;
 - c) depending on the nature of the Offence, the Participating Team may be deducted further premiership points; and
 - d) the opposing Participating Team may be declared the winner of the Match in which the contravention occurred and will receive two (2) premiership points as well as the greater of either twenty (20) goals to zero (0) margin or the Goal Difference for that particular Match.
- 8.5.3 All results and statistics relating to the offending Participating Team for that particular Match will be removed from the published statistics. Any applicable fines imposed by the Hearing Officer or Hearing Panel for the contravention of any Competition Rules in relation to a Match must be paid within fourteen (14) Business Days of the date of notice. Failure to pay by the due date will result in the loss of a further two (2) premiership points for the offending Participating Team. The offending Participating Team will then be deemed as un-financial for any future involvement in the Competition and clause 8.6 of these Competition Rules will be invoked.
- 8.5.4 Any Participating Team that plays an ineligible Player in the Finals Series shall forfeit that Match and shall take no further part in the Finals Series in either the Premier Division or Reserves Division in which they participate. Clause 8.6 of these Competition Rules will then be invoked.
- 8.5.5 Persons on a first Offence under clause 8.2.2 shall have this taken into account when assessing the penalty to be imposed.
- 8.5.6 The Hearing Officer or Hearing Panel may also take into account a Respondent's prior history in determining a penalty to be imposed provided the penalty does not exceed the maximum penalties assigned to Offences under this clause 8.5.
- 8.5.7 If the Hearing Officer or Hearing Panel considers that a charge has been proven, any one or more of the following penalties may be imposed to a person or a Participating Team:
- a) A warning and/or reprimand;
 - b) a direction to make a verbal or written apology;

- c) a monetary fine or placement of a bond;
- d) suspension from participation in a Match or Matches;
- e) a ban on taking part in any Competition related activity;
- f) annulment of the result of a Match;
- g) disqualification;
- h) suspended sentence; and/or
- i) any other such penalty as the Hearing Officer or Hearing Panel considers appropriate.

8.5.8 The Hearing Officer and Hearing Panel must keep a confidential record of the decision and must provide written reasons for their decision for imposing penalties under this clause 8.5 to the Netball SA Chief Executive Officer within seven (7) Business Days.

8.5.9 If the Hearing Officer or Hearing Panel determine that a period of suspension is required for any Offence, the Hearing Officer or Hearing Panel must not apply a period of suspension which would exceed the maximum penalty for an Offence as listed below.

	Offence	Maximum Penalty
a)	Disputing the decision(s) of an Umpire	2 weeks
b)	Abuse of an Umpire	4 weeks
c)	Unsportsmanlike behaviour	4 weeks
d)	Breach of Netball Australia Member Protection Policy Codes of Behaviour	10 weeks
e)	Attempting to trip, strike, elbow or kick	4 weeks
f)	Tripping, striking, elbowing or kicking	8 weeks
g)	Obscene gestures	2 weeks
h)	Offensive language (which may include abusive, obscene or insulting language)	2 weeks
i)	Fighting	8 weeks
j)	Spitting	4 weeks
k)	Threatening a person	4 weeks
l)	Deliberately endangering the health and safety of any Player, spectator or official (incidents involving blood/body fluids)	10 weeks
m)	Failure to co-operate in, or hindering an investigation or Hearing	2 weeks

- n) Failure by any person required to attend a Hearing
without proper cause when notified 2 weeks
 - o) Coaching, umpiring, playing or engaging in Score Bench
duties while under suspension 4 weeks
- 8.5.10 If a Hearing Officer or Hearing Panel believe that exceptional circumstances exist whereby the penalty to be imposed should exceed the maximum penalty as outlined in this clause 8.5, the Hearing Officer or Hearing Panel will liaise with the Netball SA Chief Executive Officer and Netball SA Board for approval to impose such a penalty.
- 8.5.11 Any incident outside the Offences listed in clause 8.2.2 should be referred to the Netball SA Pre-Elite Pathways Coordinator for consideration.
- 8.5.12 Where charges for Offences arising from one particular incident are heard together and the Hearing Officer or Hearing Panel finds the Respondent guilty of more than one Offence, they may impose a single penalty, being not more than the maximum penalty for the most serious of the Offences as detailed in this clause 8.5, or may impose individual penalties for each Offence.
- 8.5.13 If the Hearing Officer or Hearing Panel is not satisfied that the particular charge has been proven, but is satisfied that a lesser charge has been proven, the Hearing Officer or Hearing Panel may apply the penalty applicable to the lesser charge.
- 8.5.14 The Hearing Officer or Hearing Panel has the right to direct that a person other than the Respondent be charged with an Offence under clause 8.2.2 on the basis of evidence presented before them during the course of conducting an investigation or Hearing.
- 8.5.15 A penalty imposed under this clause 8.5 shall commence from the date of the Hearing Officer or Hearing Panel's determination unless otherwise expressly directed by the Hearing Officer or Hearing Panel. Penalties should, wherever possible, be expressed in calendar weeks, as opposed to number of Matches.
- 8.5.16 The Hearing Officer or Hearing Panel has the discretion to rule that a penalty be suspended for the number of weeks which may occur between a Competition, activity or event.
- 8.5.17 Where a Hearing Officer or Hearing Panel imposes more than one period of suspension, they may direct that the suspension be served concurrently, cumulatively or part concurrent and part cumulative.
- 8.5.18 The Respondent shall be entitled to participate in the Competition, any tournament, activity or event conducted by Netball SA until such time as the Hearing Officer, Hearing Panel or Appeal has heard and determined the Complaint.
- 8.5.19 A Respondent who has been found guilty of an Offence and received a penalty under clause 8.5.9 will not play, coach, Umpire or otherwise take part in the Competition, any tournament, activity or event conducted by Netball SA as directed by the Hearing Officer or Hearing Panel until the penalty has been served to the satisfaction of the Netball SA Chief Executive Officer.

- 8.5.20 Netball SA may waive the conditions of clause 8.5.19 if it deems it appropriate to do so. In this case:
- a) Netball SA will notify the Hearing Officer;
 - b) if the penalty imposed by the Hearing Officer or Hearing Panel affects another organising body involved in the sport of netball, Netball SA shall as soon as possible notify the relevant organising body of the penalty; and
 - c) every organising body involved in the sport of netball will recognise and enforce any decision made by Netball SA under this clause 8.5.20.
- 8.5.21 National Netball League players who are made ineligible to play in their National Netball League team or other State League Level players who are made ineligible to play in their State League Level team are not permitted to play in the Competition for the time they are suspended or for the duration of the equivalent netball Season.

8.6 Competition Disqualification, Forfeits and Failure to Play

- 8.6.1 An extreme breach of Competition Rules may lead to disqualification of a Player and/or Participating Team.
- 8.6.2 Any Participating Team forfeiting a Match may be fined an amount at the discretion of the Netball SA Chief Executive Officer.
- 8.6.3 If a Player is disqualified, all Match statistics of that Player will be removed from the published individual statistics indefinitely for that particular Season.
- 8.6.4 If a Participating Team is disqualified, withdraws from the Competition or fails to play during the Minor Round Matches of the Season, the following will apply:
- a) The Participating Team will be deemed to have withdrawn from the Competition;
 - b) if a Participating Team so withdraws from the Competition in terms of clause 8.6.4a), any Matches it has played, as well as all the remaining Matches to be played during the Season, will be recorded as a Competition bye. The Participating Team shall be ranked last in the Competition and all playing points received in terms of clause 2.4.2 will be reduced to zero;
 - c) any opposing Participating Team who played a Match against a withdrawn Participating Team prior to its withdrawal from the Competition will be awarded two (2) points for each Match now recorded as a bye as detailed in clause 8.6.4b) regardless of whether the initial result of that particular Match was a win or loss for the opposing Participating Team. For Goal Percentage purposes, a recorded Match result will be the greater of either twenty (20) goals to zero (0) or the Goal Difference for that particular Match;
 - d) two (2) points will be awarded for each bye to any opposing Participating Team who was to play a Match against the withdrawn Participating Team for the remaining Minor Round Matches of the Season. For Goal Percentage purposes, a recorded Match result will be twenty (20) goals to zero (0); and

- e) the withdrawn team's Match statistics will be removed from the published statistics. The Competition schedule will be updated to reflect the withdrawal of the Participating Team.
- 8.6.5 If a Participating Team is disqualified, withdraws from the Competition or fails to play during the Finals Series, the following will apply:
- a) The Participating Team will be deemed to have withdrawn from the Competition and to have lost any or all Matches played;
 - b) the Participating Team will be ranked last in the Competition and will not receive, or will not be permitted to keep any awards including but not limited to; prize money, medals or trophies to which it was entitled or which it had already received. All playing points received from the Competition in terms of clause 2.4.2 will be reduced to zero;
 - c) all other Participating Teams ranked below the withdrawn Participating Team will be advanced by one place in the premierships table ranking at the completion of the Season. Where appropriate after such revision of the ranking, the next highest Participating Team(s) at the time of the withdrawal will be awarded any items as detailed in clause 8.6.5b) as appropriate;
 - d) the withdrawn team's Match statistics during the Finals Series will be removed from the published statistics prepared by Netball SA; and
 - e) the withdrawal of the Participating Team, including failure to play a Match, may also incur monetary penalties at the discretion of Netball SA.

8.7 Appeals and Notice of Appeals

- 8.7.1 Parties may lodge an appeal from a decision made by a Hearing Officer or the Hearing Panel.
- 8.7.2 There shall be no appeal from a decision made by a Hearing Officer or Hearing Panel unless the Appellant (previously known as the "Respondent") believes that one or more of the following grounds of appeal exist:
- a) That significant new or additional evidence has become available;
 - b) that the penalty imposed by the Hearing Officer or Hearing Panel is not in accordance with the Disciplinary Code;
 - c) that the Hearing Officer or Hearing Panel failed to follow procedures or requirements of the Competition Rules or Disciplinary Code to the significant detriment of the Appellant; or
 - d) the principles of Natural Justice have not been met.
- 8.7.3 Only the original Appellant shall have the right of appeal from a decision made by the Hearing Officer or Hearing Panel.
- 8.7.4 The process for the original Appellant to lodge an appeal is to complete the Notice of Appeal Form (see Appendix 5) and lodge the Notice of Appeal Form with the Netball SA Pre-Elite Pathways Coordinator within two (2) Business Days after the notification of the decision of the Hearing Officer or Hearing Panel. Netball SA has the discretion to accept an Appeal after this time frame in extenuating circumstances.

- 8.7.5 The Netball SA Pre-Elite Pathways Coordinator will advise the Club President or Appellant of the name of the Appeal Officer and relevant contact details as soon as possible thereafter. If the Appeal Officer is a party to the Complaint, another independent Appeal Officer will be appointed by the Netball SA Chief Executive Officer or his/her approved delegate.
- 8.7.6 A \$250 fee must be remitted to, or received by, Netball SA within two (2) Business Days of receipt of details of the name of the Appeal Officer in terms of clause 8.7.5. The Netball SA Pre-Elite Pathways Coordinator is to be advised by email of the fee remittance. The fee shall be forfeited if the appeal is rejected.
- 8.7.7 The Appeal Officer will determine one of the following:
- a) That the Appellant has not established any of the grounds for the appeal; or
 - b) that the Appellant has established one or more of the grounds for the appeal.
- 8.7.8 If the Appeal Officer determines that the Appellant has not established any of the grounds for appeal, the Appeal Officer may dismiss the appeal and direct that the Appellant abide by the original penalty as imposed by the Hearing Officer or Hearing Panel.
- 8.7.9 If the Appeal Officer determines that the Appellant has established one or more of the grounds for the appeal, the Appeal Officer will direct that the appeal is to proceed as specified in clause 8.8 and that there be a rehearing of the charge (“Appeal Hearing”).
- 8.7.10 The Appeal Officer may direct that the penalty imposed by the Hearing Officer or Hearing Panel be deferred pending the determination of the appeal.
- 8.7.11 The Appellant shall be notified as soon as is reasonably possible after receipt of the Notice of Appeal as to whether an Appeal Hearing is to be granted and the time, date and place of the Appeal Hearing in the event that it is granted. Notice must also be given to the Netball SA Chief Executive Officer, the original Complainant and the Hearing Officer or Hearing Panel which made the original decision.

8.8 Appeal Hearing

- 8.8.1 Where the Appeal Officer directs that an Appeal Hearing occurs in terms of clause 8.7.11, the Netball SA Chief Executive Officer, or approved delegate, must convene an Appeal Panel within two (2) Business Days of receipt of the Notice of Appeal from the Appeal Officer.
- 8.8.2 The Hearing Officer or any member of the Hearing Panel which determined the original Complaint may not act as the Appeal Officer or be appointed to the Appeal Panel.
- 8.8.3 The Appeal Panel may meet together at the place, date and time appointed for the meeting; or by means of audio, or audio and visual communication by which all Appeal Panel members can simultaneously hear each other throughout the meeting.
- 8.8.4 The Appeal Panel and any person appearing at an Appeal Hearing are bound by the same procedures under clauses 8.2; 8.3 and 8.4 as if the Appeal Panel was hearing the matter in the first instance.

- 8.8.5 The Appeal Panel shall have the discretion to conduct the Appeal Hearing as a complete re-hearing or to limit the Appeal Hearing to consideration of the ground(s) of appeal relied upon by the Appellant.
- 8.8.6 Where the Appellant elects not to attend the Appeal Hearing in person, the appeal is to be dealt with on written submission(s) alone and the Appellant will be required to submit these by a specified date as advised by the Appeal Officer for distribution to the Appeal Panel.
- 8.8.7 The Appellant may have an adviser, or may nominate witnesses to attend the Appeal Hearing. If this occurs, the name and status of the adviser and / or witnesses must be provided to the Appeal Panel at least two (2) Business Days prior to the Appeal Hearing, or as determined by the Chairperson of the Appeal Panel based on the time of the Appeal Hearing. The adviser cannot be a barrister or solicitor or be legally qualified.
- 8.8.8 If the Appellant fails to attend the Appeal Hearing, the Chairperson of the Appeal Panel may, if he / she is satisfied that due notice had been given, proceed in the Appellant's absence on the basis of the material available to it, or may adjourn the Appeal Hearing to a later date.
- 8.8.9 If the Appellant fails to comply with the timetable without showing sufficient cause, the Appeal Panel may continue the proceedings and make a determination on the evidence before it.
- 8.8.10 The Appeal Panel shall have the power to:
- a) Dismiss the appeal;
 - b) uphold the appeal;
 - c) impose any of the penalties set out in clause 8.5; and/or
 - d) reduce, increase or otherwise vary any penalty imposed in the first instance by the Hearing Officer or Hearing Panel in such manner as it thinks fit.

8.9 Determination Process

- 8.9.1 In determining its procedures (including any pre-hearing directions) and what evidence it may require, the Appeal Panel shall have full and unfettered discretion. The Appeal Panel will not be bound by judicial rules governing procedure and/or admissibility of evidence, provided that the proceedings are conducted with reasonable notice and in a fair manner with a reasonable opportunity for relevant parties to present their arguments. The Appeal Panel shall be entitled to call on such experts (legal or otherwise), as it considers appropriate to assist in the matter under consideration.
- 8.9.2 If the determination is not unanimous, the Chairperson of the Appeal Panel Chairperson shall have the casting vote.
- 8.9.3 Proceedings before the Appeal Panel shall not be open to the public.
- 8.9.4 The Appeal Panel may take any step and make any order that the Appeal Panel considers, in its sole and absolute discretion, would be appropriate to take in order to deal justly with the appeal.

- 8.9.5 There shall be no right of appeal from a decision of the Appeal Panel. The decision of the Appeal Panel is final and binding on all parties.

8.10 Notification Procedure

- 8.10.1 Once an appeal has been determined by adjudication whether with or without the attendance of the Appellant, the Appellant, the original Complainant and Netball SA Chief Executive Officer will be notified of the Appeal Panel's decision as soon as is practicable following the Appeal Panel meeting. Reasons for a determination by the Appeal Panel will not be provided, except by direction of the Chairperson of the Appeal Panel.
- 8.10.2 No person shall give any information to the media or media representatives for publication or broadcast unless so directed by Netball SA Chief Executive Officer.

9. Other Directions

9.1 Competition Rules

- 9.1.1 Netball SA reserves the right at any time to change or update the Competition Rules in order to manage specific unplanned situations not otherwise captured in the Competition Rules, or other documents as required.

Appendix 1

Player Points Table

Category of New Recruit	Point Allocation
No Premier League Competition or State League Level experience	0
Netball SA Premier League/State League Level/State Representative experience:	
Netball SA Premier League or State League Reserve Division Player	1
0 to 19 Netball SA Premier League Premier Division/State League Level Matches	1
20 to 49 Netball SA Premier League Premier Division/State League Level Matches	2
50 and above Netball SA Premier League Premier Division/State League Level Matches	3
Points if the Player falls into the following categories:	
17U State Team Representative (within last 12 months)	1
19U State Team Representative (within last 12 months)	2
21U State Team Representative (within last 12 months)	3
ANL Team Representative (within last 3 years)	3
Category 3 SASI Scholarship Holder Commonwealth	5
Category 4 SASI Scholarship Holder Developing (B)	3
Category 5 SASI Scholarship Holder Emerging (B)	2
SASI Scholarship Holder Talent	1
Adelaide Thunderbirds contracted player, National Netball League contracted player or International Team Player (within last 3 years) not from originating Club. Player must be contracted at Round 1 of the relevant Season.	5
Adelaide Thunderbirds Replacement Player or National Netball League Replacement Player who has taken the court (within the last 3 years) not from originating Club	5
19U or 21U Underage International Player (within last 3 years)	4

Appendix 2



NETBALL SA PREMIER LEAGUE

STANDARD PLAYING AGREEMENT



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This Agreement dated this: day of 20.....(“Agreement”)

Between:

The person named in Schedule 1 of this agreement (“**the Player**”)

And

..... Netball Club Incorporated (“**the Club**”)

A. RECITALS

1. Netball South Australia (“**Netball SA**”) conducts the Premier League Competition (“**Netball SA Premier League**”).
2. Netball SA determines the Rules, which are binding on Players, and Clubs taking part in the Competition.
3. The Club is a member of Netball SA and is licensed to field a Participating Team in the Competition
4. The Club has identified the Player as a player likely to assist the success of the Club over the Term of this Agreement.
5. The Player is a skilled netball player who is eligible to play for the Club in the Competition.
6. The Club wishes to obtain the Player’s services as a playing member of this Participating Team.
7. The Player has agreed to enter into this Agreement with the Club.

It is agreed as follows:

8. DEFINITIONS AND INTERPRETATION

8.1 In this Agreement, unless otherwise indicated by the context:

Code of Behaviour means a code of behaviour for Players as developed, promulgated and amended by Netball SA from time to time in consultation with Netball Australia, the Australian Netball Players' Association and the Club.

Commercial and Media Guidelines Manual means the Netball SA Commercial and Media Guidelines Manual or as amended from time to time.

Competition means the:

- (a) Netball SA Premier League conducted by Netball SA, including the preliminary rounds and final series; and
- (b) If the Competition referred to in (a) ceases to exist or its name is changed in any way and for any reason, any subsequent completion substantially similar to the Netball SA Premier League that is conducted by Netball SA during the Term.

Competition Rules means the Netball SA Premier League Competition Rules or as amended from time to time.

Participating Team means a team entered by the Club in the Netball SA Premier League during the Playing Season

Player Recruitment Window means the period commencing on a date to be nominated by Netball SA, and notified to the Club, being in advance of the commencement of the Playing Season.

Playing Season means all matches, including the preliminary rounds and final series of the Netball SA Premier League.

Term has the same meaning as set out in Schedule 1 to this Agreement.

8.2 In this Agreement, unless otherwise indicated by the context:

- 8.2.1 Words importing the singular include the plural and vice versa;
- 8.2.2 Headings are for convenience only and do not affect interpretation of this Agreement;
- 8.2.3 A reference to a clause, paragraph or schedule is a reference to a clause, paragraph or schedule of this Agreement;
- 8.2.4 An reference to a statute, statutory provision or regulation includes all amendments, consolidations or replacements thereof;

8.2.5 A reference to a party to a document includes that party's legal representatives, successors and permitted assigns;

8.2.6 The words 'including', 'for example' or 'such as' do not limit the meaning of the words to which the example relates or examples of a similar kind.

8.3 The terms and conditions contained in the Competition Rules are expressly incorporated into this agreement and shall be read as if they are terms and conditions of this Agreement. Unless specifically provided to the contrary, where a term or condition of the Competition Rules is inconsistent with any term or conditions contained in this Agreement, the term or condition of this Agreement shall be read down or severed from this Agreement to the extent necessary to remove any inconsistency.

9. TERM OF ENGAGEMENT

9.1 This Agreement will commence on the date this Agreement was executed by the Player and shall continue until the completion of the Term of this Agreement.

9.2 The Player acknowledges that their engagement by the Club will end at the conclusion of the Term as defined in Schedule 1 and that this does not constitute termination at the initiative of the Club.

10. THE ENGAGEMENT

10.1 Subject to clause 3.2 of this Agreement the Player shall play netball exclusively for the Club in the Netball SA Premier League for the Term as defined in Schedule 1 of this Agreement.

10.2 The Player will not play or practice netball with any other Club (other than South Australian Sports Institute ("SASI"), National Team/Squad, and/or their School) without first obtaining the written consent of the Club.

10.3 The Player will abide by the regulations and guidelines outlined by Netball SA in reference to participation in multiple pathway programs throughout the Term.

11. PARTICIPATING TEAM SELECTION

11.1 There is no obligation on the Club to select the Player in any given match and no obligation on the Player's part, if an offer is made, to accept it.

11.2 The selection to play is made by the Head Coach of the Club and will be made on a match-by-match basis.

12. CODE OF BEHAVIOUR

12.1 All Players must comply with the Code of Behaviour as developed in consult with Netball Australia, the Australian Netball Players' Association and the Club.

12.2 Players must also abide by Club policies and procedures to the extent that they are not inconsistent with those of Netball SA or Netball Australia.

13. PLAYERS EXCLUSIVE OBLIGATIONS

13.1 During the Term of this Agreement the Player will:

13.1.1 Abide by the governing Rules of Netball SA; and the Competition Rules as amended from time to time.

13.1.2 Abide by the Netball Australia and Netball SA Integrity Framework as outline by Netball SA.

13.1.3 Act with the utmost good faith towards the Netball SA Premier League and the Club and shall perform their obligations under this Agreement in a professional and proper manner benefitting their status as an elite netball player.

13.1.4 At all times, both on and off the court, conform to a high standard of personal conduct and sportsmanship established by the Club's management and shall not act in a manner likely to bring the game of netball, the Club or Netball SA into disrepute.

13.1.5 Comply with all reasonable directions of the Head Coach and officers of the Club.

13.1.6 Comply with all reasonable requirements of the Club relating to preparation for games, attendance at social functions, behaviour and dress.

13.1.7 Keep in good physical condition and play to the best of the Player's ability at all times.

- 13.1.8 Subject to clause 6.1.9 attend all practice sessions including pre-season practice sessions when requested by the Club except that the Player may be excused for the purpose of attending reasonable practice sessions with representative teams.
- 13.1.9 Request permission from the Head Coach in writing in relation to any intended absence from practice sessions and/or match play where permission has not already been given. It is at the Head Coach's discretion whether to accept or deny the Player's request but consent shall not be unreasonably withheld.
- 13.1.10 Not enter into any discussion, negotiations, contract, agreement, arrangement, understanding and/or option which would prevent the Player or which gives the Player or any Participating Team, company, personal entity the right to prevent the Player from complying with the provisions of the this Agreement, provided that nothing herein contained shall prevent the Player from engaging in commensurate secular employment of business.
- 13.1.11 Not commit or allow the name, signature, photograph, likeness, reputation and/or identity of the Player to be used in any way in connection with or in relation to any goods or services without first obtaining the consent of the Club which consent shall not be unreasonably withheld.
- 13.1.12 The Player must not take holidays during the Term of this Agreement without the prior written consent of the Head Coach and the Club. Failure to adhere to this without the permission of both the Head Coach and Club President will result in a forfeit of Season Payment, the amount of which will be agreed by the Head Coach and Club President.
- 13.1.13 The Player must comply with the Player Recruitment Window. During the Term of this Agreement the Player must not enter into any discussion, negotiations, contract, agreement, arrangement, understanding or option with another Participating Team and/or the Club other than the one that that they are currently assigned to outside of the Player Recruitment Window except as permitted by clause 14.3.3 of this Agreement.

14. FEES

- 14.1 The Club will make certain payments to the Player in respect of taking to the court in particular Matches as set out in Schedule 1 to this Agreement (**“the Season Payment”**).
- 14.2 The Season Payment outlined in Schedule 1 shall be paid to the Player within 35 days of the last game played in each Netball SA Premier League Netball Season.
- 14.3 The Player may also receive payment for additional promotional activities as outlined in clause 11.
- 14.4 The Player acknowledges and agrees that this Agreement constitutes a contract for the provision of services only. It is the Player’s responsibility to make all declarations and any necessary deductions for Australian taxation purposes as required by law. Nothing in this Agreement shall confer any employment rights on the Player.

15. UNIFORMS AND EQUIPMENT

- 15.1 The Club will provide the Player with all the necessary uniform required for training and match play including, but not limited to, a playing uniform and tracksuit. The uniform will remain the property of the Club unless otherwise agreed in writing by the Club. All uniform must be returned to the Club on expiry or termination of this Agreement if requested.
- 15.2 The Player will:
 - 15.2.1 Wear the Club’s uniform at the times and places as requested by the Club;
 - 15.2.2 Maintain and care for all items of uniform properly and promptly advise the Club of any damage to the uniform;
 - 15.2.3 Not alter or add to the uniform without written consent of the Club;
 - 15.2.4 Return the uniform to the Club when requested.

16. SICKNESS AND INJURY

- 16.1 The Player must inform the Head Coach of the Participating Team of any injuries and medical conditions at the date of this Agreement.
- 16.2 During the Term of this Agreement if the Player accepts an offer to play in a match and is subsequently unable to play because of sickness or injury, they must inform the Head Coach of the Participating Team immediately. The Player must keep the Head Coach and the Club informed of their likely period of sickness or injury and expected date of return.

17. ACCEPTANCE OF RISK

17.1 It is expressly agreed between the Player and the Club that neither the Club or any servant or agent of the Club shall in any circumstances whatsoever be under any liability whatsoever to the Player for any loss, damage or injury of whatsoever kind arising directly or indirectly from any act, neglect and/or default (whether negligent or otherwise) on the part of the Club or such servant or agent whilst acting in the course of or in connection with their engagement or provision of services to or for the Club or to or for the Player.

18. PROMOTIONAL ACTIVITIES

18.1 At the reasonable request of the Club, the Player shall freely take part in any media and public relations activity related to the Club or Netball SA Premier League organised by a variety of parties including but not limited to the Club, Netball SA Premier League, Competition naming rights sponsor or other media outlets.

18.2 Further to clause 11.1, Player shall be given no less than 3 days' notice to take part in any media and public relations activity.

18.3 If requested by the Club, Netball SA Premier League and/or Netball SA, the Player may grant the Club, Netball SA Premier League and/or Netball SA the right to use their name, voice, photograph, likeness or image as a player of the Participating Team for the purposes of promotional activity for the Club and/or Netball SA Premier League.

18.4 The Player may enter into and perform their own sponsorship, advertising and promotional agreement provided that the Player obtains the prior consent in writing of the Club as long as such agreements comply with the Competition Rules and Commercial and Media Guidelines.

19. SOCIAL MEDIA

19.1 The Player must not refer to the Club or their involvement in the Club on social media sites that would bring the Club or their position in the Participating Team into disrepute.

19.2 The Player should not post sensitive or embargoed Club information via social media without prior permission of the Head Coach or Club President, nor engage in any conversation with fans or other that could be deemed offensive or inappropriate.

19.3 Mentions of the Club are welcome on social media sites but the Player should be aware that their actions are monitored and the final decision on the appropriateness of content lies with the Head Coach and/or Club President.

19.4 The Player should maintain a respectful image on social media sites at all times, in-line with a family orientated nature.

20. ANTI DOPING

20.1 The Player will not consume or otherwise encourage the consumption of any drugs, stimulants or other substances which are prohibited by law or by ASADA, Netball Australia, the Netball SA Premier League or the Club.

21. TERMINATION

21.1 The Club may terminate this Agreement by giving at least 7 days' notice in writing to the Player if:

21.1.1 The Player is in breach of any of their obligations under this Agreement and the breach continues for a period of 7 days after notice in writing by the Club to the Player requiring the breach to be remedied.

21.1.2 The Club, acting reasonably, determines that the Player is not playing or training conscientiously and to the best of their ability and skill and this continues for a period of 7 days after notice given in writing by the Club to the Player;

21.1.3 The Player fails to achieve a level of fitness necessary to play netball as assessed by the Head Coach and/or the Club;

21.1.4 A registered Health Care Professional determines that the Player is unfit to play netball and will likely to remain unfit for the remainder of the Term of this Agreement;

21.1.5 The Player breaches or violates the constitution, by-laws, policies of the Club or the Competition Rules;

21.1.6 The Player engages in proven serious or repeated misconduct;

21.1.7 The Player breaches the Code of Behaviour;

21.1.8 The Player behaves in a manner which, in the reasonable opinion of the Club, adversely affects the public reputation or image of the Club, Netball SA Premier League, any sponsor or the game of netball generally;

21.1.9 The Club ceases to be licensed by Netball SA to field the Participating Team in the competition;

21.1.10 The Netball SA Premier League ceases to exist;

21.1.11 The Club's circumstances change to the extent that it affects the Club's ability to field a Participating Team in the Competition;

21.1.12 The Player and Club agree to terminate this Agreement on such terms as they may negotiate between themselves.

21.2 The Player may terminate this Agreement:

21.2.1 If the Club is in breach of any of its obligations hereunder and the breach continues for a period of 14 days after notice in writing from the Player to the Club requiring the breach to be remedied; or

21.2.2 By giving at least 14 days' notice in writing to the Club President stating their wishes to retire or withdraw from the Club Player List.

21.3 Upon termination of this Agreement:

21.3.1 The Player must:

(a) Return all property belonging to the Club; and

(b) Pay to the Club all sums which are owing to it by the Player whether they are due to be paid on that day or not.

21.3.2 The Club must pay the Player any part of the Season Payment due to the Player at the date of termination of this Agreement.

21.3.3 The Player may not enter into any discussion, negotiations, contract, agreement, arrangement, understanding or option with another Participating Team or Club outside the Player Recruitment Window for the same Playing Season as commenced as at the termination of this Agreement, during the Term of this Agreement, except for where the termination of this Agreement was by reason of clauses 14.1.9, 14.1.11, or 14.2.1 above.

(a) Notwithstanding clause 14.3.3 above, nothing prevents the Player from entering into any discussion, negotiations, contract, agreement, arrangement, understanding or option with another Participating Team or Club during the Player Recruitment Window for the next Playing Season following termination of this Agreement.

22. DISPUTE RESOLUTION

- 22.1 In the event that a dispute arises between the Player and the Club arising out of or in connection with this Agreement, it is agreed that the Player and the Club will endeavour to negotiate the dispute in good faith to see whether an agreed settlement can be reached. This will be done within 72 hours of the Player or Club notifying the other of the nature of the dispute.
- 22.2 If the matter is not resolved under clause 15.1, the parties will arrange further negotiations with Netball SA as appropriate.
- 22.2.1 This will be done within 7 days of a party notifying the other party that the matter has not resolved under the process detailed in clause 15.1 above.
- 22.3 If the matter cannot be resolved under clause 15.2 of this Agreement, either party may refer the dispute to a mediation within 14 days of the attempt to resolve the matter under clause 15.1 above.
- 22.3.1 The mediation will occur within 21 days of referral of the dispute;
- 22.3.2 If the parties cannot agree on the identity of the mediator within 7 days of referral of the matter, the party referring the dispute to mediation will seek that the President of the Law Institute or Law Society be appointed as the mediator;
- 22.3.3 In the alternative and with the consent of both parties, Netball SA may assist in appointing a mediator;
- 22.3.4 The costs of the mediator will be borne equally by the Player and Team, unless otherwise agreed.
- 22.4 If the matter cannot be resolved by the parties at mediation under Item 3 of this Schedule, either party may refer the matter to arbitration within 7 days of an unsuccessful mediation.

23. NOTICES

- 23.1 A notice or other communication required or permitted under this Agreement to be given by one party to another must be in writing and be:
- 23.1.1 Emailed to the email address of the addressee; or
- 23.1.2 Delivered personally to the addressee; or
- 23.1.3 Sent by pre-paid mail to the address of the addressee, or
- 23.1.4 Sent by facsimile transmission to the facsimile number of the addressee with acknowledgement of receipt from the facsimile machine of the addressee.

23.2 Notice or other communication is taken to have been given (unless otherwise proved):

23.2.1 If mailed, on the third business day after posting; or

23.2.2 If emailed, on the next business day after it was sent; or

23.2.3 If sent by facsimile before 4pm on a business day, on the day it was sent and otherwise on the next business day.

24. PRIVACY

24.1 The Club and Netball SA, require personal information (including medical information) of the Player for use in relation to their participation as a member of the Participating Team and for the purposes of this Agreement.

24.2 The Player agrees to the collection of such personal information and (with the Player's written consent) use of that information in accordance with the objects of Netball SA, the Club and their authorised employees and agents for those purposes.

24.3 The Player acknowledges that their personal information may be (with the Player's written consent) forwarded to ASADA, Netball Australia, Competition organisers, member organisations and other parties in accordance with the Netball SA Privacy Policy, the objects and purpose of the *Privacy Act 1988 (Cth)* and for the purposes of this Agreement.

24.4 The Player will be able to obtain their personal information from the Club and/or Netball SA upon reasonable notice and may correct, update or edit their personal information by written notice to the Club and/or Netball SA as necessary.

25. CONFIDENTIALITY

25.1 The Player and the Club acknowledge that the terms and conditions of this Agreement and all information obtained from the other party pursuant to this Agreement are confidential and the parties agree to take whatever measures are reasonably necessary to preserve such confidentiality unless disclosure is required by law.

26. LEGAL ADVICE

26.1 The Player represents that they have taken, or had the opportunity to seek independent legal and financial advice in relation to the nature, effect and extent of this Agreement.

27. GOVERNING LAW

27.1 This Agreement is governed by the laws of South Australia and the parties irrevocably submit to the exclusive jurisdiction of that jurisdiction.

SCHEDULE 1

Player's Full Name	
Address	
Telephone Number	
Emergency Contact Details	
Email Address	
Agreed Match Payment	
Agreed Travel Expenses Limit	
Signing Bonus	
Bonuses	
Term	<i>Insert number of contracted seasons including year/s (i.e. 2 year contract for 2017 and 2018)</i>

Notes:

- All Payments are in Australian Dollars

SCHEDULE 2

- 29. (Guardian) acknowledges and agrees that he/she is the Player's parent and/or legal guardian.
- 30. The Guardian acknowledges and agrees that the Player has received independent legal advice on the contents of this Agreement and that this Agreement is for the benefit of the Player and that the Player is bound by this Agreement.
- 31. If requested by the Club or Netball SA, the Player agrees that upon turning 18 years of age the Player will execute a further Agreement confirming the terms of this Agreement.

Read & Agreed this : day of 20.....

.....
NAME OF PLAYER

SIGNED (for and on behalf of)NETBALL CLUB INCORPORATED

.....
(SIGNATURE)

.....
(FULL NAME)

SCHEDULE 3

- 32. (the Player) acknowledge and agree that the Club, the Netball SA Premier League and Netball SA require personal information for use in relation participation as a member of a Participating Team in the Premier League Competition (Netball SA Premier League).
- 33. I acknowledge and agree to the collection of such personal information and the use of that information in accordance with the objects of Netball SA, the Club and their authorised employees and agents for those purposes.
- 34. Further, I acknowledge and agree that my personal information may be forwarded to ASADA, Netball Australia, competition organisers, member associations and other parties in accordance with the Netball SA Privacy Policy, the objects and purpose of the Privacy Act 1988 (Cth) and for the purposes of this Agreement.

Read & Agreed this : day of 20.....

.....
SIGNATURE OF PLAYER

SIGNED (for and on behalf of)NETBALL CLUB INCORPORATED

.....
(SIGNATURE)

.....
(FULL NAME)

Appendix 3

Complaint Form – Netball SA Premier League

Venue of Incident:	
Exact location of incident:	
Date of incident:	
Time of incident:	
Nature of Complaint:	
Complainant Name:	
Complainant Address:	
Complainant Phone Number:	
Complainant Email:	
Role / status in netball:	
Respondent Name:	
Role / status in netball:	
Please provide a detailed description of alleged incident:	
Outline any action taken at the time of the incident:	

A Complaint Form must be submitted to the Netball SA Hearing Officer within two (2) working days of the Offence.

Once a Complaint Form has been lodged, the Netball SA Pre-Elite Pathways Coordinator will determine the appropriate process to follow using the relevant policy (including but not limited to Netball SA's Competition Rules or Netball Australia's Member Protection Policy).

Parties involved will be notified in due course if any further action or information is required or of any decisions or penalties to be imposed.

Signed:

Date:

Appendix 4

Respondent Form – Netball SA Premier League

Venue of Incident:	
Exact location of incident:	
Date of incident:	
Time of incident:	
Nature of Complaint:	
Respondent Name:	
Respondent Address:	
Respondent Phone Number:	
Respondent Email:	
Role / status in netball:	
Witness No. 1 Name(s):	
Role(s) / status in netball:	
Witness No. 2 Name(s):	
Role(s) / status in netball:	
Please provide a detailed description of alleged incident:	
Outline any action taken at the time of the incident:	

Please return this Respondent Form within the required time frame as directed to the Netball SA Hearing Officer.

Parties involved will be notified in due course if any further action or information is required or of any decisions or penalties to be imposed.

Signed:

Date:

Appendix 5

Appeal Form – Netball SA Premier League

Appellant Name:		
Appellant Address:		
Appellant Phone Number:		
Appellant Email:		
Complainant Name:		
Hearing Officer:		
Full Detail of original charge:		
Penalty Imposed (please attach reason for decision of Hearing Officer):		
Date Penalty was Imposed:		
Reason(s) for the Appeal:	<input type="checkbox"/>	Significant new or additional evidence has become available
	<input type="checkbox"/>	Penalty imposed by the Hearing Officer or Hearing Panel is not in accordance with the Regulations
	<input type="checkbox"/>	Hearing Officer or Hearing Panel failed to follow procedures or requirements of the Regulations to the significant detriment of the Respondent
	<input type="checkbox"/>	The principles of Natural Justice have not been met

A Notice of Appeal must be submitted to Netball SA's Appeal Officer within two (2) working days of the notification of the decision of the Hearing Officer or Hearing Panel.

Parties involved will be notified in due course if any further action or information is required or of any decisions or penalties to be imposed.

Signed:

Date: