



NORTHERN TERRITORY
CRICKET

Northern Territory Cricket Complaints Disputes and Resolution Policy

**Northern Territory Cricket Board Approved: 15 July 2026
Commencement Date: 17 August 2026**

CONTENTS

1. Introduction	3
2. Who Does This Policy Apply To?	3
3. When does this policy apply?	4
4. What do words in this policy mean?	4
5. Breaches.....	4
6. Making a complaint	4
7. Making a report.....	5
8. Children or Young People, Vulnerable Persons and Support Persons	6
9. Managing reports or complaints.....	6
10. Submitting a complaint or report.....	7
11. Confidentiality.....	7
12. Appointment of managers	8
13. Failure to cooperate	8
14. Evaluation.....	9
15. Case Categorisation	9
16. External Referral.....	10
17. Provisional Action.....	10
18. Investigation	10
19. Standard of Proof	11
20. Alternative Dispute Resolution	11
21. Findings.....	11
22. Resolution Process	11
23. Sanctions	12
24. Breach Notice.....	13
25. Referral to a Hearing Tribunal	13
26. Hearing Tribunal	14
27. Appeals.....	14
28. Sanction Implementation	14
29. Closure	15
30. Application and Commencement	16
31. Interpretation.....	16
32. Responsibilities Under This Policy	16
SCHEDULE 1 – Policy Definitions	17
SCHEDULE 2 – Community Cricket Hearing Tribunals.....	21
SCHEDULE 3 - NT Cricket Hearing Tribunals.....	24
SCHEDULE 4 – Appendix A.....	25

1. Introduction

- 1.1 Northern Territory Cricket is committed to ensuring that cricket remains a safe and fair place for all participants. The purpose of this Policy is to ensure that alleged breaches of Northern Territory Cricket's Member Protection Policy, Australian Cricket's Framework for Safeguarding Children and Young People and other policies as determined by Cricket Australia are managed through an effective, consistent and timely process, which is fair and transparent.
- 1.2 This Policy sets out the process and parameters for how allegations of **Prohibited Conduct** of alleged misconduct (adult or child related) are managed and resolved.
- 1.3 This Policy should be read in conjunction with the Member Protection Policy and Australian Cricket's Framework for Safeguarding Children and Young People.
- 1.4 This Policy also applies to Prohibited Conduct under the following other Northern Territory Cricket policies:
 - a) Code of Conduct [if applicable]
 - b) Social Media Policy
 - c) Any other policies stated to be subject to this policy as adopted by the Northern Territory Cricket.
- 1.5 The above referenced policies are collectively known as **Relevant Policies**.
- 1.6 Nothing in this policy overrides a law of the Commonwealth, or a state or territory, which takes precedence and must be complied with in the first instance.
- 1.7 Nothing in the Relevant Policies prevents the Cricket Organisation or Relevant Participant from referring any alleged Breach or criminal conduct to an external law enforcement agency.

2. Who Does This Policy Apply To?

- 2.1 This Policy applies to:
 - a) **Cricket Participants**; and
 - b) **Cricket Organisations**.
- 2.2 Any person or organisation who has had a Complaint or Report made against them and was bound by the Relevant Policies at the time of the alleged behaviour continues to be bound by the Relevant Policies until the Complaint or Report is finalised and any sanction has been complied with.
- 2.3 Employees are expected to abide by the terms of the Relevant Policies as a reasonable and lawful direction of the Cricket Organisation they are employed by (as relevant) as their employer;
- 2.4 To assist Cricket Participants to understand this Policy and their rights and responsibilities, the relevant Cricket Organisation is responsible for developing and implementing an education plan addressing the content and subject matter of this Policy.

- 2.5 Cricket Organisations may, from time to time, direct certain Cricket Participants to undertake education, which will be relevant and proportionate to their level of participation in Cricket and the associated integrity risks.

3. When does this policy apply?

- 3.1 This Policy applies to Reports or Complaints of allegations of Breaches under each of the Relevant Policies.
- 3.2 Match Day allegations of misconduct or behavioural breaches involving adults and/or Children or Young People will generally be dealt with under the relevant rules of the competition in which the matches are played. At the discretion of Northern Territory Cricket, this is subject to:
- a) Match Day allegations of misconduct or behavioural breaches being part of a broader Report or Complaint under the Relevant Policies;
 - b) Competition rules not providing for conduct or behaviour the subject of the Report or Complaint; or
 - c) Match Day allegations of misconduct that involve Children or Young People and/or Serious Breaches being referred to Northern Territory Cricket for requested triage and/or management.

4. What do words in this policy mean?

- 4.1 In this Policy, words appearing with a capital shall have the meaning set out in Schedule 1 or as defined elsewhere in this Policy, and Schedule 1 forms part of this policy.

5. Breaches

- 5.1 Subject to clause 5.2, in addition to the conduct prohibited under each of the Relevant Policies, a Cricket Participant or Cricket Organisation will breach this Policy if they:
- a) fail to report any conduct which is reasonably likely to be a Breach, to a Northern Territory Cricket or Cricket Australia (**CA**) in accordance with clause 10, as soon as reasonably practicable after they become aware of it, without reasonable cause;
 - b) deliberately or wilfully withhold information in relation to any conduct which is reasonably likely to be a Breach;
 - c) fail to provide further information or documentation as requested during the Complaints Process without reasonable cause;
 - d) fail to comply with a Breach Notice or Sanction;
 - e) knowingly provide any inaccurate and/or misleading information during the course of any Complaints Process under this Policy;
 - (f) make a vexatious or malicious Complaint; or
 - f) fail to comply with obligations under this Policy to keep information confidential.
- 5.2 A Cricket Participant or Cricket Organisation will not be deemed to have breached this Policy if they fail to answer a question or provide information on the grounds that doing so would be a breach of any applicable law.
- 5.3 Northern Territory Cricket may initiate disciplinary action in accordance with this Policy if it becomes aware of a potential breach of clause 5.1(a).

6. Making a complaint

- 6.1 A Complaint is a formal written submission of an allegation:

- a) made by a Complainant;
 - b) relating to an alleged Breach of a Relevant Policy; and
 - c) against a Respondent.
- 6.2 A Complainant is a person or organisation who or which is directly affected by the alleged Breach and makes a Complaint about a Respondent in accordance with this Policy.
- 6.3 Where the person directly affected by the conduct is a Vulnerable Person, a Complaint may be submitted on their behalf by a parent or carer. The Vulnerable Person will still be the Complainant when a Complaint is submitted on their behalf.
- 6.4 A Complainant cannot be anonymous.
- 6.6 A Respondent is a Cricket Participant or Cricket Organisation about whom a Complaint or Report has been made and who was bound by a Relevant Policy at the time the alleged Breach occurred.

7. Making a report

- 7.1 A Report is a submission of allegations that a Respondent has engaged in conduct which may be a Breach, which does not meet the definition of a Complaint, including that it may not be a formal, written submission of an alleged Breach.
- 7.2 Reports received by a Northern Territory Cricket may be recorded for information purposes only with no further action. The process for managing a Report will be at the discretion of the application Complaints Manager. In some circumstances, reports may be managed through the Complaints Process. Reports may not be contacted regarding their Report unless further information is required.
- 7.3 Factors that may be taken into account in determining whether to progress a Report through the Complaints Process include (but are not limited to) the seriousness of the alleged conduct, the availability of evidence that could be relied upon in an investigation, whether a person or organisation has been directly affected by the alleged Prohibited Conduct and if so their circumstances and preferences, the perceived risk to the sport, and whether there have been other Reports relating to similar allegations.
- 7.4 A Report may be made anonymously, however this may limit the action that can be taken in relation to the allegations.
- 7.5 Where multiple Reports relate to the same or related alleged conduct by the same Respondent, they may be combined for the purposes of the Complaints Process.
- 7.7 A Reporter is any person or organisation, including a Cricket Participant or Cricket Organisation, who or which has reason to believe that Prohibited Conduct may have occurred and makes a Report. A Reporter may be anonymous.
- 7.8 A Reporter is not entitled to the same rights throughout the Complaints Process as a Complainant. For example, a Reporter may not be kept informed of any decisions made in relation to the Report or participate in any Alternative Dispute Resolution.

8. Children or Young People, Vulnerable Persons and Support Persons

- 8.1 Where Children or Young People are involved in Reports or Complaints, Northern Territory Cricket must take a Child Focused Approach to resolving the Report or Complaint.
- 8.2 A parent, guardian or carer of a Vulnerable Person who is a party to a Report or Complaint may support the Vulnerable Person and/or act on their behalf, as necessary, through the Complaints and Resolution Process and any subsequent Resolution Process.
- 8.3 A party to a Report or Complaint may request that they be assisted by a support person or authorised representative or a parent, carer or guardian of a party to a Complaint may request to be a support person for a party to a Complaint. This request will generally be granted unless there is a specific reason to deny it (for example, where a nominated support person or authorised representative is also a witness to the allegations or is actively hindering the interview process or is a Legal Representative but not the parent/guardian). Reporters and witnesses may be permitted to be assisted by a support person or authorised representative where this is considered appropriate.

9. Managing reports or complaints

- 9.1 A Complaint or Report may be submitted to a Cricket Organisation in relation to any alleged Breach. Subject to clauses 9.2 – 9.4 and clause 9.6, an alleged breach should be submitted to the Cricket Organisation that administers, or is closest to administering, the level of cricket to which the alleged breach relates. As a general guide, a Complaint or Report relating to:
- a) Elite Cricket should be submitted to Cricket Australia;
 - b) a Premier Club should be submitted to a Premier Club;
 - c) A Community Cricket Peak Body should be submitted to that Community Cricket Peak Body;
 - d) an Indoor Cricket Centre, should be submitted to that Indoor Cricket Centre; and;
 - e) an Affiliated Association or Club, should be submitted to the Affiliated Association or Club.
- 9.2 Serious Breaches and alleged Breaches of Australian Cricket's Child Safe Policies must be referred to Northern Territory Cricket and Cricket Australia via email to integrity@cricket.com.au and [insert email](#), which may (at their discretion) administer the Complaints Process and/or Resolution Process, or delegate one or both processes to another Cricket Organisation. When deciding which Cricket Association is most appropriate to manage a complaint Northern Territory Cricket must take into account:
- a) the seriousness and complexity of the Complaint or Report; and
 - b) any conflicts of interest and whether they can be appropriately managed.
- 9.3 Where a Report or Complaint has the potential to be managed by either CA, Northern Territory Cricket or another Cricket Organisation, CA and the Northern Territory Cricket will determine at their discretion which Cricket Organisation is best placed to manage the Complaint.
- 9.4 An alleged Breach occurring below the level of cricket administered by the recipient Cricket Organisation may be delegated to a more relevant Cricket Organisation, including the Complaints Process and/or Resolution Process, subject to the recipient Cricket Organisation:
- a) taking into account the factors in clauses 9.2(a) and (b); and
 - b) not delegating those functions and responsibilities set out in this clause.

- 9.5 If a Report or Complaint is delegated by a Cricket Organisation to another Cricket Organisation under this Policy:
- a) any reference in this Policy to a Cricket Organisation in provisions relevant to the delegated functions will be read as a reference to the delegated Cricket Organisation; and
 - b) the matter remains subject to overview and review by which may require the Cricket Organisation managing the Complaint to remedy any failure to discharge a delegated responsibility and/or improper exercise of a delegated function.
- 9.6 Notwithstanding anything in this Policy:
- a) the Cricket Organisation in receipt of a Report or Complaint may request that another Cricket Organisation assume administration of the Complaints Process and/or Resolution Process, which the requested Cricket Organisation may do at its discretion, which need not be exercised;
 - b) in response to a request under clause 9.6, Northern Territory Cricket may, at its discretion by notice in writing to the Cricket Organisation managing the Complaint or Report, assume administration of the Complaints Process and/or Resolution Process (each in full or in part) of that Complaint or Report;
 - c) separately to (a) and (b) and following notice in writing to another Cricket Organisation, Northern Territory Cricket may assume administration of a Complaint being handled by that Cricket Organisation;
 - d) following notice in writing to Northern Territory Cricket, Cricket Australia may assume administration of a Serious Breach, following which the matter will be dealt with under applicable Cricket Australia policies.
- 9.7 The Cricket Organisation managing the Report or Complaint may appoint an independent investigator where appropriate, but will remain responsible for overall management of the Report or Complaint and any professional fees and/or costs resulting from the appointment. Where possible, such appointments should be made on a pro-bono basis.

10. Submitting a complaint or report

- 10.1 A Complaint or Report should be submitted to a Cricket Organisation in accordance with clause 9.1.
- 10.2 A Complaint must be made in writing (including electronically).
- 10.3 A Report can be made in writing (including electronically) or verbally.
- 10.4 A Complaint can be withdrawn at any time. Withdrawing a Complaint must be done in writing (including electronically) to the organisation it was submitted to.
- 10.5 Where a Complaint has been withdrawn, the organisation managing the Complaint may choose to continue to progress the matter through the Complaints Process.

11. Confidentiality

- 11.2 Subject to this clause, all Complaints and Reports will be kept in confidence and only disclosed on a need-to-know basis.
- 11.2 Any Cricket Organisation may disclose information as required or authorised by law.

- 11.3 Decisions around appropriate disclosure of information by Cricket Organisations administering a Complaints Process or Resolution Process will be addressed on a case-by-case basis. Disclosure of information to parties not directly affected by the alleged behaviour may be restricted.
- 11.4 A Cricket Organisation administering a Complaints Process or Resolution Process may make the following non-exhaustive disclosures:
- a) to the parties to a Complaint in relation to the Resolution Process;
 - b) to any person or organisation (including Cricket Organisations and Australian Cricket Entities) to facilitate the proper handling of a Complaint;
 - c) to external agencies so they can deal with the alleged conduct (eg law enforcement agencies, government or regulatory authorities, a child protection agency)
 - d) to members or other sport organisations, including Australian Cricket Entities and Cricket Organisations, to inform them of Sanctions imposed under this Policy;
 - e) where a Sanction is to be publicly disclosed;
 - f) to any third party including Australian Cricket Entities and Cricket Organisations for the primary purpose of:
 - i. preventing or lessening a risk to the safety, health or wellbeing of a person;
 - ii. protecting Children or Young People participating in cricket; or
 - iii. protecting the safety of participants in cricket; and
 - iv. as required by law or any court.

12. Appointment of managers

- 12.1 Every Cricket Organisation will appoint a:
- a) Complaints Manager, who will be responsible for managing that Cricket Organisation's obligations under this Policy and may be (but is not limited to) a Child Safe Officer, Secretary or Administrator; and
 - b) Decision Maker, who will make certain decisions in relation to the resolution of alleged Breaches under this Policy, who must not be the same person as the Complaints Manager for a particular alleged Breach, and publish and display the names and contact details of such persons to its members and to Northern Territory Cricket.

13. Failure to cooperate

- 13.1 Subject to clause 13.4, Cricket Participants should cooperate fully with any Complaints Process or Resolution Process they are involved in. A failure to do so may be a Breach under clause 5.1 of this Policy.
- 13.2 If a Respondent fails or refuses to respond, after a request has been made in a reasonable time in advance, to answer any relevant question, provide relevant documentation, and/or participate in a Complaints Process or Resolution Process, the relevant Cricket Organisation, a Hearing or Appeal Body (as applicable) may make findings based on available information.
- 13.3 Subject to clause 13.4, a Hearing Tribunal, Appeal Body or Decision Maker may draw an inference adverse to the Respondent based on a Respondent's failure or refusal, after a request has been made in a reasonable time in advance, to answer any relevant question, provide relevant documentation and/or participate in the relevant Resolution Process. The Respondent must be made aware of such an inference being drawn in relation to any allegation forming part of a Report or Complaint.

- 13.4 No individual or organisation bound by this Policy is required to answer a question or provide information where to do so would be a breach of any applicable law.

14. Evaluation

- 14.1 Upon receipt of a Report or Complaint, the Cricket Organisation which receives the Report or Complaint will determine whether the matter falls within the scope of the Relevant Policies. In making this determination, the Cricket Organisation will consider whether the conduct alleged in the Report or Complaint, would, if proven to the requisite standard, constitute an alleged Breach, as well as whether it otherwise meets the requirements of clause 6 – 9. The Cricket Organisation will also make a determination in accordance with clause 9, as to which Cricket Organisation should manage the Complaint or Report.
- 14.2 Where a Report or Complaint is determined to be out of scope under the Relevant Policies, it may be managed under an alternative policy of a Cricket Organisation (if applicable).
- 14.3 Mischievous or vexatious claims will not be managed under this Policy.
- 14.4 A Report or Complaint that has been previously managed through a Complaints Process will not be reconsidered or reinvestigated unless there are compelling reasons to do so, such as materially relevant new information becoming available.
- 14.5 Where a Report or Complaint raises allegations about behaviour that could be a breach of both a Relevant Policy or another policy of a Cricket Organisation, the matter will be managed under the most appropriate policy as determined by the applicable Cricket Organisation.
- 14.6 If the Report or Complaint is determined to be out of scope of the Relevant Policies, the organisation which received the Report or Complaint will notify the Complainant and no further action will be taken under this Policy.
- 14.7 At any stage, in an emergency, where the safety or wellbeing of any person is in imminent danger, Police should be contacted on 000, without delay.
- 14.8 If a person considers that a Child or Young Person is at risk of significant harm, Police should be contacted on 000, and as soon as possible after, the matter must be reported to the relevant law enforcement/child protection agency.

15. Case Categorisation

- 15.1 Once a Complaint or Report has been determined to be in-scope, it will undergo case categorisation to determine an appropriate means of dealing with the Complaint. Complaints are categorised by reference to the nature of the alleged Breach, the possible level of harm, and complexity of the issues raised in the Complaint (refer to **Case Categorisation Guidance**).

15.2 Following case categorisation, any one or a combination of the following actions may be taken:

- a) External referral;
- b) Referral to a Hearing Tribunal;
- c) Provisional Action;
- d) Investigation;
- e) Alternative Dispute Resolution; and/or
- f) Case closure.

15.3 For Complaints or Reports that have been categorised as a Minor Breach, the Complaint or Report may be closed in accordance with clause 30, with:

- a) No findings being made or Sanction imposed;
- b) The Respondent being issued a notice by the Cricket Organisation, warning them that without findings being made, the alleged conduct could constitute a Breach; and
- c) The Respondent reminded of their obligations under the Relevant Policies and/or recommended to undergo education or training.

16. External Referral

16.1 At any time, a Report or Complaint may be referred to a relevant external organisation if it will assist the Cricket Organisation to perform or exercise any of its functions, duties or powers. This may include referral to a law enforcement agency, government or regulatory authority or child protection agency.

16.2 If an external referral is made, the Complaint or Report may (but need not) be suspended pending external resolution to avoid any potential compromise to the external process. Where possible, a Cricket Organisation should request advice in writing from the relevant external organisation as to what direction or preference it has as to any complaint and/or resolution process proceeding under this Policy.

17. Provisional Action

17.1 Where a person who is alleged to have breached a Relevant Policy poses a risk of causing harm to a participant in cricket or may interfere with an investigation under this Policy, the Decision Maker of the Cricket Organisation can take Provisional Action against the person to mitigate or reduce that potential risk.

17.2 Provisional Action may include, but is not limited to, suspension, supervision, restriction of duties or temporary re-deployment, or suspension or restriction of rights, privileges or benefits.

17.3 If a decision is made to impose Provisional Action, a Respondent may seek to have that decision reviewed by a Hearing Tribunal. The Hearing Tribunal will only consider whether the decision to impose the Provisional Action is proportionate to the perceived risk of harm and will not consider the merits of the Complaint or Report except as is necessary to assess proportionality.

18. Investigation

18.1 The organisation responsible for managing the Complaint may conduct an investigation to obtain additional evidence, including by way of formal interview and collection of additional information, to determine if the alleged Prohibited Conduct is a breach of a Relevant Policy.

18.2 In conducting an investigation, the rules of procedural fairness will apply, including by providing both the Complainant and the Respondent with a reasonable opportunity to be heard.

18.3 Where a Respondent has been convicted or found guilty in a criminal, disciplinary or professional proceeding of engaging in conduct which would constitute Prohibited Conduct under a Relevant Policy, the Respondent will be deemed under this Policy to have committed Prohibited Conduct without requiring further investigation, or any other process.

18.4 Following an investigation, the Complaint will be managed in accordance with clause 22.

19. Standard of Proof

19.1 The standard of proof that applies to all substantive decisions (including by a Hearing Tribunal) made under this Policy in respect of an alleged Breach is “balance of probabilities”. This means the decision maker must be satisfied that it is more likely than not that there has been a breach of the Relevant Policy.

20. Alternative Dispute Resolution

20.1 The Complainant and the Respondent may agree to Alternative Dispute Resolution. The Complaint Process may be suspended while Alternative Dispute Resolution is pursued. The Complaints Process may be discontinued if both parties are satisfied that the matter has been resolved.

20.2 This process will be coordinated by the Complaints Manager of the Cricket Organisation, if required.

20.3 With the consent of Cricket Australia, Northern Territory Cricket may refer the Complaint to mediation, conciliation or case appraisal in the NST where permitted under NST legislation.

21. Findings

21.1 Unless the matter has been referred directly to a Hearing Tribunal under clause 15.2, following an investigation or external referral, the Cricket Organisation managing the Complaint or Report will determine whether, to the requisite standard of proof, the alleged Breach is substantiated, unsubstantiated or inconclusive (unable to be substantiated).

21.2 The Cricket Organisation managing the Complaint or Report will notify the parties of the findings, and if the alleged Breach is substantiated, will manage the Resolution Process described in clause 22.

22. Resolution Process

22.1 The Cricket Organisation managing the Complaint or Report must implement an appropriate Resolution Process.

22.2 Where an alleged Breach has been found to be substantiated under this Policy, the Cricket Organisation ultimately tasked with administering the Complaint or Report is responsible for issuing a Breach Notice to the Respondent and applying and administering Sanctions and other related measures as it sees fit.

22.3 Where a Respondent admits the alleged Breach and accepts the Sanction or fails to respond to the Breach Notice within the time prescribed within the Breach Notice, the relevant Cricket Organisation's Complaints Manager may impose the Sanction and proceed to finalise the Complaint or Report.

23. Sanctions

23.1 The applicable Cricket Organisation may impose one or more Sanctions on a Respondent in accordance with clause 22.2.

23.2 The Sanction may include one or more of the following:

- a) A direction that the Respondent attends counselling to address their conduct;
- b) Terminating the Respondent's appointed role;
- c) Expulsion or recommended expulsion of the Respondent's membership of a Cricket Organisation;
- d) suspension or recommended suspension of the Respondent's participation in further activities, fixtures, competitions or events of a Cricket Organisation for a period determined appropriate;
- e) where there has been damage to property, a direction that the Respondent pay compensation to the relevant party which controls or has possession of the property;
- f) imposing a monetary fine for an amount determined appropriate;
- g) imposing a warning;
- h) in the case of a Respondent coach, deregistering the applicable accreditation for a period of time;
- i) withdrawal of any awards, placings, records won by the Respondent in any competitions, carnivals, activities or events held or sanctioned by a Cricket Organisation;
- j) suspending or terminating rights, privileges and benefits provided to the Respondent;
- k) directing the Respondent (if applicable) to cease sanctioning events held by or under the auspices of that Relevant Cricket Organisation;
- l) directing the Respondent to repay all or part of any financial assistance (excluding any fee for service, wages or expenses) given to them by a Cricket Organisation, or any other organisation which has provided funding; or
- m) any other such penalty or condition that the applicable Cricket Organisation considers appropriate.

23.3 In making a determination under clause 23.1, that Cricket Organisation may refer to the Case Categorisation Guidance, taking into account:

- a) the seriousness of the behaviour;
- b) whether it was a one-off incident or part of an overall pattern of behaviour;
- c) whether it was an honest and reasonable mistake;
- d) the potential impact on public confidence in the integrity of the sport;
- e) the potential impact of the proposed Sanction on the Respondent;
- f) the views and opinion of the Complainant; and
- g) any other relevant aggravating or mitigating factors.

24. Breach Notice

- 24.1 If the allegations are found to be substantiated, the Cricket Organisation will issue a Breach Notice. Any Breach Notice issued by the Cricket Organisation to a Respondent will:
- a) notify the Respondent of the allegations found to be substantiated, including the alleged conduct;
 - b) state the proposed Sanction, if any, for the substantiated allegations;
 - c) state that the Respondent has a right to a hearing in relation to the allegations found to be substantiated and/or the proposed Sanction;
 - d) state that the Respondent may accept the findings, waive their right to a hearing and accept the proposed Sanction;
 - e) state that if the Respondent does not respond in writing within 14 days of the date of the Breach Notice, they will be deemed to have accepted the findings, waived their right to a hearing and accepted the proposed Sanction, unless otherwise agreed by Cricket Organisation
 - f) state that any response to the Breach Notice must be made to the Cricket Organisation, and provide contact details of the Complaint Manager; and
 - g) be provided to the Respondent, and (if applicable) Cricket Organisation.
- 24.2 In response to a Breach Notice, a Respondent may:
- a) accept the findings, waive their right to a hearing and accept the proposed Sanction; or
 - b) dispute the findings and/or the proposed Sanction, in which case the matter will be referred to a Hearing Tribunal under this Policy.
- 24.3 Unless otherwise agreed by the Cricket Organisation, a Respondent has 14 days from the date of the Breach Notice to notify the Complaints Manager in writing of their decision.
- 24.4 Notice given under clause 24.2(b) must be:
- a) given in writing (whether by email or other means)
 - b) sent to the Cricket Organisation's Complaint's Manager at the address given in the Breach Notice; and
 - c) received within 14 days from the date of the Breach Notice.
- 24.5 If the Cricket Organisation does not receive notice under clause 24.2(b) within 14 days from the date of the Breach Notice, the Respondent will be deemed to have waived their right to appeal.

25. Referral to a Hearing Tribunal

- 25.1 If the Respondent disputes the substantiated allegations and/or the proposed Sanction in the Breach Notice, the Cricket Organisation's Complaints Manager must refer the matter to a Hearing Tribunal.
- 25.2 The matter will, subject to clause 26.1, be referred to a Hearing Tribunal convened internally at the Cricket Organisation level that is administering the Complaint.

26. Hearing Tribunal

- 26.1 A matter referred to a Hearing Tribunal under clause 25 that:
- a) does not involve a Premier Club and is not administered by Northern Territory Cricket will be governed by the procedure in Schedule 2; or
 - b) involves a Premier Club or administered by Northern Territory Cricket, will be governed by the procedure in Schedule 3.
 - c) involves a Premier Club or administered by Northern Territory Cricket, will be governed by the procedure in Schedule 3.
- 26.2 A Hearing Tribunal convened in accordance with clause 26.1 will:
- a) determine whether any Provision Action imposed in accordance with clause 17 is disproportionate.
 - b) if referred directly to the Hearing Tribunal under clause 15.2(b), make findings required by clause 21, and determine whether a Sanction should be imposed and if so, the nature of that sanction; or
 - c) if referred to a Hearing Tribunal under clause 25, arbitrate the substantiated allegations and/or proposed Sanction (as disputed) set out in the Breach Notice.

27. Appeals

- 27.1 A decision of a Hearing Tribunal in respect of:
- a) Provisional Action, is not subject to appeal;
 - b) allegations referred directly to a Hearing Tribunal for a finding, is subject to appeal; and
 - c) a substantiated allegations finding and/or Sanction, is subject to appeal.
- 27.2 Subject to clause 27.3, appeals from a Hearing Tribunal under clause 27.1 may be referred to the Appeal Body in accordance with the procedure in Schedule 4.
- 27.3 Grounds of appeal:
- a) The decision of a Hearing Tribunal can only be appealed by the Respondent and/or Cricket Organisation on the basis that:
 - i. the Hearing Tribunal failed to abide by this Policy or to properly apply the relevant Policy and such failure resulted in a denial of natural justice; and/or
 - ii. no reasonable decision maker in the position of the Hearing Tribunal, based on the material before them, could reasonably make such a decision.

28. Sanction Implementation

- 28.1 It is the responsible of the Cricket Organisation to ensure that appropriate Sanctions (or other alternative actions) are applied to the Respondent(s).
- 28.2 For all Sanctions imposed on a Respondent, the Cricket Organisation must complete all required Sanction fields in the Respondent's record in the PlayHQ database and Officials HQ Database (as applicable) or other such database used by Northern Territory Cricket from time to time.
- 28.3 Every Cricket Organisation shall recognise and enforce any Sanctions under this Policy.

28.4 For clarity:

- a) No Cricket Organisation shall register and/or play a person, Affiliated Association or Club or Indoor Cricket Centre which would be ineligible to be registered by or play for another Cricket Organisation by virtue of that person, Affiliated Association or Club or Indoor Cricket Centre receiving a Sanction;
- b) any person who is currently serving a suspension or expulsion imposed upon that person by an organisation affiliated with or recognised by Cricket Australia (Cricket Organisations and/or otherwise) shall not be eligible to play or be newly registered as a player, coach or official of any other organisation affiliated with or recognised by Cricket Australia, until that suspension has been served. For the purposes of this rule, the appearance of the person's name and suspension expiry date in the PlayHQ Database and/or Officials HQ Database will constitute prima facie evidence that the player is legitimately suspended; and
- c) ignorance of the Relevant Policies is not a defence, excuse or justification for Breaches and will not be considered a mitigating circumstance.

29. Closure

29.1 Complaints may be closed under this Policy at any of the following times:

- a) the Complaint is evaluated as being out of scope of this Policy under clause 14;
- b) the Complaint is categorised as a Minor Breach in accordance with clause 15.3 and no further action is being taken;
- c) during investigation of the Complaint, it becomes apparent that the Complaint no longer meets the eligibility requirements set out in clauses 6-9 (for example, the Respondent is discovered not to have been bound by the Relevant Policies at the time the alleged conduct occurred due to information obtained during the investigation);
- d) the Complaint is resolved through Alternative Dispute Resolution in accordance with clause 20, or the Complaint was sought to be resolved through Alternative Dispute Resolution but it was not resolved and the participants are in agreement that the Complaint may be closed;
- e) following investigation, all allegations are found to be either unsubstantiated or unable to be substantiated in accordance with clause **Error! Reference source not found.**;
- f) following investigation, the Respondent accepts or is deemed to have accepted the findings and any Sanction imposed upon them in accordance with clause 23; or
- g) the matter is finalised before a Hearing Tribunal or Appeals Tribunal.

29.2 Once a matter has been closed in accordance with this clause, it has been finalised and no further action will be taken in relation to the matter under this Policy unless there is a compelling reason to do so.

29.3 The Cricket Organisation will retain appropriate records of the Complaint and any outcomes for a minimum of seven years and otherwise in accordance with any relevant policies or procedures relating to record-keeping.

30. Application and Commencement

30.1 The Relevant Policies:

- a) commence on the date outlined in the front cover (Commencement Date);
- b) are subject to Northern Territory Cricket 's constitution (or other governing rules as applicable), and if there is any inconsistency, the constitution will prevail; and
- c) when in force, are binding on all Cricket Participants and Cricket \Cricket Organisations.

31. Interpretation

31.1 In this Policy, unless the context requires otherwise:

- a) words denoting the singular shall include the plural and vice versa; and
- b) including means including without limitation and include shall be construed accordingly.

32. Responsibilities Under This Policy

32.1 Premier Clubs, Community Cricket Peak Bodies, Regions, Affiliated Associations and Clubs and Indoor Cricket Centres must:

- a) adopt, implement and comply with this Policy (by adopting this Policy, each Premier Club, Affiliated Association and Club, Community Cricket Peak Body, Region and Indoor Cricket Centre and the respective members of each, will be bound by the terms of this Policy);
- b) publish, distribute and promote this Policy (and any amendments made to it from time to time) to its members and make this Policy available online, for inspection, or provide a copy on request;
- c) make such amendments to its constitution, rules and/or by laws for this Policy to be enforceable; and
- d) use any forms, contracts and clauses recommended by Northern Territory Cricket to give effect to this Policy in such documents, as recommended by Northern Territory Cricket.

32.2 All other organisations and persons (for example, administrators, employees, officials, coaches, players, parents) to which this Policy applies, must:

- a) make themselves aware of this Policy;
- b) place the safety and wellbeing of Children or Young People above other considerations; and
- c) follow the procedures outlined in this Policy when lodging a Complaint and comply with any decision or measure imposed under this Policy.

32.3 Northern Territory Cricket must regularly monitor this Policy and review this Policy at least once every two years.

SCHEDULE 1 – Policy Definitions

Any capitalised term not defined in this Policy has the meaning given to it in the Member Protection Policy.

Affiliated Associations and/or Clubs means a member of a Community Cricket Peak Body, which may include leagues, associations, clubs or teams (howsoever described).

Alternative Dispute Resolution is a collective term for processes, other than arbitration, such as mediation or conciliation that may be used to resolve an alleged Breach under this Policy.

Appeal Body means a body comprising of three members of the Northern Territory Cricket Appeals Tribunal or one or more members of an appeals tribunal of a Community Cricket Peak Body or Region (none of whom may have been members of the initial Hearing Tribunal which determined the matter at first instance).

Australian Cricket Entities mean Cricket Australia, the recognised state and territory cricket associations and any women's and/or men's big bash league entities under the auspices of Cricket Australia, as these may vary.

Australian Cricket's Child Safe Policies means Australian Cricket's Framework for Safeguarding Children and Young People documents of the following names:

- a) Policy for Safeguarding Children and Young People;
- b) Looking after our Kids Code of Behaviour; and,
- c) the Commitment Statement to Safeguarding Children and Young People, each as amended from time to time.

Breach or Breaches mean conduct prohibited in one or more of the Relevant Policies, including the conduct prohibited under clause 6 of this Policy.

Breach Notice means a written notification sent to the Respondent in accordance with clause 24.

Case Categorisation Guidance means the guidelines published by CA and available on its website for evaluating and prioritising alleged Breaches and assisting with determining an appropriate mechanism to manage a Complaint, as amended from time to time.

Child or Young Person is a person under the age of eighteen years and Children or Young People mean more than one Child or Young Person.

Child-Focused Approach means an approach to managing Reports or Complaints that has the welfare of the Child(ren) or Young Person(s) at the forefront of decisions as to how that Report or Complaint will be managed, in line with National Principles for Child Safe Organisations - 6.

Complainant has the meaning given in clause 6.2

Complaint means a complaint made under clause 6.

Complaints Manager means the person appointed by a Cricket Organisation to manage the Complaints Process and Resolution Process under this Policy, as appointed under clause 12.1.

Complaints Process means the process for managing a Complaint under the guidance of this Policy from the time the Complaint is received to the Resolution Process.

Community Cricket Peak Bodies means a Voting Member of the Northern Territory Cricket

Cricket Organisation Any of the following organisations:

- a) Northern Territory Cricket
- b) Affiliated Associations, Clubs and Indoor Centres means any cricket association or club or indoor centre that is a member or affiliate of Northern Territory Cricket;
- c) Team, which means a collection or squad of athletes who compete and/or train in Northern Territory Cricket or an Affiliated Associations, Clubs and Indoor Centres cricket activities; and
- d) any other organisation who has agreed to be bound by this Policy.

Cricket Participant Includes:

- a) Players that are registered with or entitled to participate in the activities of an Affiliated Association or Club;
- b) Individuals who are registered with or entitled to participate in a Cricket Organisation or a cricket activity;
- c) Coaches appointed to train a Player or Team in a Cricket Organisation or Cricket Event;
- d) Administrators who have a role in the administration or operation of a Cricket Organisation, including owners, directors, committee members or other persons;
- e) Officials including referees, umpires, technical officials, or other officials appointed by a Cricket Organisation or any league, competition, series, club or Team sanctioned by Northern Territory Cricket;
- f) Player Support Personnel who are appointed in a professional or voluntary capacity by a Cricket Organisation;
- g) Individuals who are registered as members with a Cricket Organisation or any league, competition, series, Club or Team sanctioned by Northern Territory Cricket;
- h) Employees;
- i) Contractors;
- j) Volunteers; and
- k) Any other individual who has agreed to be bound by the Relevant Policies.

Appeal Tribunal means the appeal tribunal

Decision Maker means the person appointed by a Cricket Organisation to make certain decisions in relation to the resolution of alleged Breaches under this Policy, as appointed under clause 12.

Elite Cricket means any domestic Match as defined in the Cricket Australia Code of Conduct.

Hearing Tribunal means:

- a) in the case of a matter involving a Premier Club (or an individual from a Premier Club) the Northern Territory Cricket Tribunal; or
- b) in the case of a matter involving a Community Cricket Peak Body or a Region, the hearing tribunal established to hear and determine alleged breaches under this Policy.

Hearing Tribunal Guidelines mean the guidelines published by Northern Territory Cricket and available on its website for administering Hearing Tribunals, including non-binding recommended procedure, as amended from time to time.

Indoor Cricket Centres mean centres for or that administer indoor cricket that are affiliated with Northern Territory Cricket and are consequently bound by the Relevant Policies.

Legal Representative means a person who holds, or has held in the past five years, a practising certificate as a lawyer or barrister in any Australian jurisdiction.

Match Day means any day on which a game of cricket between two sides or teams is played in Northern Territory Cricket and includes any action and/or allegation relevant to the match being played. Match Day should be interpreted broadly to cover all conduct which takes place at, or in the immediate vicinity of the match venue, and anytime throughout the day of a match, and not just conduct which takes place on the field of play. It will therefore include conduct which takes place off the field of play, for example, in the changing rooms, or during any of the intervals in the match.

Member Protection Policy means Northern Territory Cricket by-law of that name as amended from time to time.

Minor Breach means an alleged breach of a Relevant Policy that, if proven, would likely only result in a warning (whether informal or formal) being imposed on the Respondent as the applicable sanction.

NST means the National Sports Tribunal established under the National Sports Tribunal Act 2019 (Cth).

PlayHQ Database means the cricket administration database.

Policy and **this Policy** mean this complaints and resolution policy.

Premier Clubs means the clubs participating in Northern Territory Cricket Premier Cricket as may from time to time be amended by Northern Territory Cricket.

Preliminary Decision Maker means, in relation to a Hearing Tribunal convened under Schedule 2 of this Policy, the:

- a) chairperson alone if they are a Legal Representative; or
- b) the Hearing Tribunal members collectively, if the chairperson is not a Legal Representative,

Procedural Fairness means and comprehends a person's right to:

- a) a decision by an unbiased adjudicator (the hearing rule) (eg, the adjudicator(s) has/have no applicable conflict of interest); and
- b) adequate notice of the case against them, and a right to respond (the bias rule) (eg, the Respondent receives details of the allegations made against them and copies of any evidence to be relied on to attempt to prove those allegations).

Protected Disclosure means a disclosure of information to Northern Territory Cricket that qualifies for protection under the whistleblower laws in the Corporations Act 2001 (Cth).

Provisional Action means the process undertaken to impose a temporary measure on a Respondent while they are subject to a Complaints Process, or an investigation by law enforcement or another external regulatory agency.

Region means an entity comprised of a number of Affiliated Associations and Clubs and recognised by Northern Territory Cricket or a Community Cricket Peak Body as being responsible for the development and conduct of cricket within a designated geographical area.

Relevant Policies mean the following by-laws of Northern Territory Cricket and policies of Cricket Australia:

- (a) Member Protection Policy;
- (b) Australian Cricket's Framework for Safeguarding Children and Young Child Safe; and
- (c) this Policy.

Report has the meaning given in clause 7.1.

Reporter has the meaning given in clause 7.7.

Resolution Process means the process from the point at which a Breach Notice has been issued to a Respondent. Respondent has the meaning given in XX. Sanction means the disciplinary action(s) taken against a Respondent for breaching a Relevant Policy.

Serious Breach means an alleged Breach that involves one or more of:

- (a) criminal behaviour, child abuse, sexual abuse, sexual misconduct or serious assault;
- (b) immediate risk of physical harm to a person;
- (c) use and/or trafficking of illicit drugs; (d) supply of alcohol and/or illicit drugs to a Vulnerable Person; and/or (e) failing to report child abuse or sexual misconduct.

Officials HQ Database means Australian Cricket's umpire administration database, as adopted from time to time.

Vulnerable Person means person who is: (a) a Child or Young Person; or (b) aged 18 years or over but is or may be unable to take care of themselves or is unable to protect themselves against harm or exploitation, by reason of age, illness, trauma or disability, or any other reason

SCHEDULE 2 – Community Cricket Hearing Tribunals

1.1 Upon referral of a Complaint to a Hearing Tribunal, the applicable Complaints Manager (in consultation with their Community Cricket Peak Body, as necessary) shall as soon as possible do the following:

- a) determine the composition of the Hearing Tribunal, as detailed in items 2 and 3 Schedule 2;
- b) for referrals other than under clause 25, send to the Respondent:
 - i. a notice setting out the alleged Breach including details of when/where it is alleged to have occurred;
 - ii. a notice setting out the date, time and place for the hearing of the alleged Breach which shall be as soon as reasonably practicable after referral to the Hearing Tribunal; and
 - iii. a copy of the Complaint, (referred to as “Notice of Alleged Breach”);
- c) for referrals under clause 25, send to:
 - i. the Respondent the information outlined in (ii) above and a copy of the Breach Notice being disputed; and
 - ii. the Complainant(s) and the chairperson of the Hearing Tribunal a copy of the Breach Notice being disputed; or
- d) for all other referrals, send to the Complainant(s) and the chairperson of the Hearing Tribunal a copy of the Notice of Alleged Breach.

1.2 Other than for Indoor Cricket Centres, the Hearing Tribunal for each hearing shall be comprised of members previously approved by the board or committee (however described) of the relevant Community Cricket Peak Body or Region, as determined by the Complaints Manager, and may comprise:

- a) three persons as determined by the relevant Complaints Manager, taking into account appropriate factors including diversity and inclusion, as well as skills and experience that are relevant to the subject matter of the Complaint, at least one being a Legal Representative (who shall be the chairperson) or, if after reasonable attempts have been made to obtain a Legal Representative without success, then one of whom shall be chair and a person with considerable previous experience in the legal and/or procedural aspects of a disciplinary/hearing tribunal; or, if not possible,
- b) two or more persons as determined by the relevant Complaints Manager, taking into account appropriate factors including diversity and inclusion, as well as skills and experience that are relevant to the subject matter of the Complaint, subject to at least one being a Legal Representative (who shall be the chairperson) or, if after reasonable attempts have been made to obtain a Legal Representative without success, then one of whom shall be 28 chair and a person with considerable previous experience in the legal and/or procedural aspects of a disciplinary/hearing tribunal; or, if not possible,
- c) a single person, subject to that person being a Legal Representative. provided that such persons do not include:
 - i. a person who is a member of the board or committee (however described) of the organisation which appoints the Hearing Tribunal; or, if not possible
 - ii. a person who would, by reason of their relationship with the Complainant or the Respondent, be reasonably considered to be other than impartial.

1.3 For Indoor Cricket Centres, a Hearing Tribunal will be convened by the Complaint Manager of the relevant Indoor Cricket Centre in accordance with items 1.2(a) and Schedule 2.

1.4 The following preliminary threshold issues in this item 1.4 of Schedule 2 apply to all referrals to a Hearing Tribunal, other than under clause 25 (where this item does not apply), but only to the extent the Hearing Tribunal is directed to determine some or all the preliminary issues by the relevant Complaints Manager under clause 15.

- a) Upon receipt of the Notice of Alleged Breach, the Preliminary Decision Maker must determine whether the Complaint fails any of the preliminary issues under 1.4(b) Schedule 2, and shall advise the parties of their determination.
- b) The Preliminary Decision Maker must determine whether the Complaint:
 - i. is solely a personal grievance;
 - ii. is a Minor Breach;
 - iii. is frivolous, vexatious or malicious; and/or
 - iv. relates to an alleged Breach of the Relevant Policy that also falls under another applicable Northern Territory Cricket policy, procedure or requirement.
- c) The Preliminary Decision Maker shall determine such preliminary issues as soon as practicable and in whatever manner the Preliminary Decision Maker considers appropriate in the circumstances, provided that they do so in accordance with the principles of Procedural Fairness. The Preliminary Decision Maker may, but is not required to, take into account the Hearing Tribunal Guidelines.
- d) Upon a determination by the Preliminary Decision Maker that the Complaint fails any of the preliminary issues under item 1.4(b) Schedule 2, the Complaint is permanently discontinued. There is no right of appeal of the decision by a Preliminary Decision Maker under this item 1.4 Schedule 2.
- e) Where the Preliminary Decision Maker finds a Complaint falls within item 1.4(b)(ii) Schedule 2, they must apply clause 16.3 as if the Preliminary Decision Maker is the Cricket Organisation in that clause.
- f) The Preliminary Decision Maker may refer Complaints that fall under item:
 - i. 1.4(b)(iii) Schedule 2 to the Cricket Organisation for consideration under clause 6.3; or
 - ii. 1.4(b)(iv) Schedule 2 to Northern Territory Cricket or another Cricket Organisation to be dealt with under the appropriate process.

1.5 The Hearing Tribunal shall hear and determine the alleged Breach in whatever manner it considers appropriate in the circumstances (including by way of teleconference, video conference or otherwise) provided that it does so in accordance with the principles of Procedural Fairness and takes a Child-focused approach for matters involving Children or Young People. The Hearing Tribunal may, but is not required to, take into account the Hearing Tribunal Guidelines. The purpose of the hearing shall be to determine whether the Respondent has committed a Breach of a Relevant Policy. If the Hearing Tribunal considers that the Respondent has committed a Breach of a Relevant and Policy, it may impose a Sanction in accordance with clause 23.

1.6 The parties to the hearing shall include the Complainant, Respondent and the Cricket Organisation and any witnesses, which any such party wishes to have participate in the hearing and which the chairperson of the Hearing Tribunal has permitted to partake in the hearing.

1.7 Any party to the hearing may be represented at the hearing by any person, excluding a Legal Representative (an advocate).

- 1.8 Costs to organise and manage hearings should be avoided and/or minimised as much as possible. If necessary or more practicable, hearings may be held online. Each party to the hearing shall bear any costs that they incur in relation to the hearing themselves .
- 1.9 The Hearing Tribunal shall give its decision as soon as practicable after the hearing and will deliver (or organise for delivery via appropriate means) a statement of its reasons in writing to:
- a) The Cricket Organisation that established the Hearing Tribunal;
 - b) the Complainant; and
 - c) the Respondent.
- 1.10 Where their appointment is preapproved by the board or committee of the Relevant Organisation, each member of each Hearing Tribunal established under this Policy shall be indemnified by the Cricket Organisation which appointed them, from any claim or action for loss, damages, or costs made against them arising out of, or in connection with, their function as a member of the Hearing Tribunal under this Schedule 2. 30
- 1.11 Except as otherwise provided in this Policy, all members of the Hearing Tribunal shall keep all matters relating to the hearing (including but not limited to the nature of the Complaint, information obtained before and during the hearing and the decision of the Hearing Tribunal) confidential.
- 1.12 The Cricket Organisation must keep records of all Complaints that proceed to a Hearing Tribunal process for a minimum of 7 years.
- 1.13 Records must be maintained in a secure and confidential place – whether in electronic or hard copy (if any) versions.
- 1.14 When recording details at the finalisation of a Complaint, the person from the Cricket Organisation recording the Complaint must:
- a) file all materials lodged by each party to the Complaint in a confidential and secure location;
 - b) document the decision made with respect to the Complaint;
 - c) document any Sanctions arising out of the Complaint; and
 - d) record any additional outcomes of the Complaint.
- e) 1.15 As soon as possible after the Complaint is resolved, the Cricket Organisation must also notify Northern Territory Cricket of the outcome of the Complaint.
- 1.16 To the extent of any inconsistency between the hearing procedure set out in the constitution of the relevant Community Cricket Peak Body or Region and the hearing procedure set out in this Policy, this Policy shall prevail in relation to all Complaints under this Policy.

SCHEDULE 3 - Northern Territory Cricket Hearing Tribunals

- 1.1 Upon referral to a Hearing Tribunal, the Complaints Manager shall, as soon as possible, do the following:
- a) make arrangements for the Northern Territory Cricket Tribunal to be empanelled, including the applicable Northern Territory Cricket Tribunal member as appointed by the Complaint Manager;
 - b) for referrals other than under clause 25, send to the Respondent:
 - i. a notice setting out the alleged Breach including details of when/where it is alleged to have occurred; and
 - ii. a notice setting out the date, time and place for the hearing of the alleged Breach which shall be as soon as reasonably practicable after referral to the Hearing Tribunal;
 - iii. a copy of the Complaint, (referred to as "Notice of Alleged Breach");
 - c) for referrals under clause 25, send to the Respondent the information outlined in (ii) above and a copy of the Breach Notice being disputed; and
 - d) for:
 - i. referrals under clause 25, send to the Complainant(s) and the chairperson of the Northern Territory Cricket a copy of the Breach Notice being disputed; or
 - ii. all other referrals, send to the Complainant(s) and the chairperson of the Northern Territory Cricket Tribunal a copy of the Notice of Alleged Breach.
- 1.2 The following preliminary threshold issues in this item 1.2 Schedule 3 apply to all referrals to the Northern Territory Cricket Tribunal under this Policy other than under clause 25 (where this item does not apply), but only to the extent the Hearing Tribunal is directed to determine some or all the preliminary issues by the relevant Complaints Manager under clause 15.
- a) Upon receipt of the Notice of Alleged Breach, the Northern Territory Cricket Tribunal must determine whether the Complaint fails any of the preliminary issues under item 1.2(b) Schedule 3 and shall advise the parties of the determination.
 - b) The Northern Territory Cricket Tribunal must determine whether the Complaint:
 - i. is solely a personal grievance;
 - ii. is a Minor Breach;
 - iii. is frivolous, vexatious or malicious; and/or
 - iv. relates to an alleged Breach of a Relevant Policy that also falls under another applicable Northern Territory Cricket policy, procedure or requirement.
- 1.3 The Tribunal shall hear and determine the alleged Breach in whatever manner it considers appropriate in the circumstances (including by way of teleconference, video conference or otherwise) provided that it does so in accordance with the principles of Procedural Fairness and takes a Child-focused approach for matters involving Children or Young People. The purpose of the hearing shall be to determine whether the Respondent has committed a breach of a Relevant Policy. If the Tribunal considers that the Respondent has committed a Breach of a Relevant Policy, it may impose a Sanction in accordance with clause 23.

- 1.4 The parties to the hearing shall include the Complainant, Respondent and the Cricket Organisation (being the relevant Premier Club) and any witnesses, which any such party wishes to have participate in the hearing and which have been permitted to participate in the hearing by the chairperson of the Northern Territory Cricket Tribunal.
- 1.5 Any party to the hearing may be represented at the hearing by any person, excluding a Legal Representative.
- 1.6 Each party to the hearing shall bear their own costs in relation to the hearing.
- 1.7 The Northern Territory Cricket Tribunal shall give its decision as soon as practicable after the hearing and will deliver to the following (or organise for delivery via appropriate means) a brief statement of its reasons in writing:
 - a) the Complaint Manager of Northern Territory Cricket;
 - b) the president/chair or the CEO (or equivalent) of the relevant Premier Club(s) involved in the matter;
 - c) the Complainant; and
 - d) the Respondent.
- 1.8 Each member of each Northern Territory Cricket Tribunal established under this Schedule 3 shall be indemnified by Northern Territory Cricket, from any claim or action for loss, damages, or costs made against them arising out of, or in connection with, their function as a member of the Northern Territory Cricket Tribunal under this Policy, subject always to the board of Northern Territory Cricket first approving the appointment of the panel members of any such Northern Territory Cricket Tribunal.
- 1.9 Except as otherwise provided in this Policy, all members of the Northern Territory Cricket Tribunal shall keep all matters relating to the hearing (including but not limited to the nature of the Complaint, information obtained before and during the hearing and the decision of the Northern Territory Cricket Tribunal) confidential.
- 1.10 The record keeping requirements provided in items 1.12 to 1.14 of Schedule 2 in relation to a Hearing Tribunal under that Schedule apply equally to a Northern Territory Cricket Tribunal hearing conducted under this Schedule 3.
- 1.11 To the extent of any inconsistency between the hearing procedure of the Northern Territory Cricket Tribunal set out in the Northern Territory Cricket constitution and the hearing procedure set out in this Policy, the Northern Territory Cricket Constitution shall prevail in relation to all Complaints made under this Policy to the extent of the inconsistency.

SCHEDULE 4 – Appeal Bodies

1. Appeals – Non Premier Clubs or Northern Territory Cricket

- 1.1 An appeal shall be made to the relevant Community Cricket Peak Body or Region, which shall convene an appeal tribunal comprising a member or members as provided in items 1.2 and 1.3 of Schedule 2 (none of whom may have been members of the Hearing Tribunal which determined the matter at first instance and none of whom shall have a conflict of interest arising in the matter at hand), with:
- a) an appeal against a decision of a Hearing Tribunal established by a Region made to the appeal tribunal of the relevant Community Cricket Peak Body; or
 - b) an appeal against a decision of a Hearing Tribunal established by a Community Cricket Peak Body made to an independent appeal tribunal convened by the Community Cricket Peak Body,
- (each referred to as the "**Appeal Body**").
- 1.2 There is only one right of appeal following the decision of the Hearing Tribunal. Any appeal must be solely and exclusively resolved by the Appeal Body and the decision of such Appeal Body is final and binding on the parties. It is agreed that no party to such appeal may institute or maintain proceedings in any court or tribunal other than the relevant Appeal Body.
- 1.3 The process for such appeal is as follows
- a) the party wishing to appeal (the "Appellant") shall within 72 hours of the Hearing Tribunal delivering its decision advise, in writing, the applicable Relevant Cricket Organisation of their intention to appeal ("Notice of Intention to Appeal"), which must include the permitted ground(s) of appeal under this Policy on which the appeal is based; and
 - b) for all appeals, as soon as possible after receipt of the Notice of Intention to Appeal, the Complaints Manager of the relevant Northern Territory Cricket Affiliated Cricket Organisation shall appoint an Appeal Body to hear and determine the appeal;
 - c) within seven (7) days of lodging the Notice of Intention to Appeal, (or such shorter time as determined by the Appeal Body if there is urgency) the Appellant shall:
 - i. pay an appeal fee to the Complaints Manager of the Northern Territory Cricket Affiliated Cricket Organisation establishing the Appeal Body, which shall be \$500; and
 - ii. submit to the Appeal Body the grounds of the appeal in writing and provide copies to the other party, via the relevant Community Cricket Peak Body or Region (as applicable), provided that if either of the requirements in this item is not met by the due time, the appeal shall be deemed to be withdrawn;
 - d) on completion of the procedures in (a) to (c) inclusive above, the chairperson of the Appeal Body shall:
 - i. determine whether the appeal raises a valid ground of appeal under this Policy, failing which the appeal is automatically dismissed; or
 - ii. where the appeal raises a valid ground of appeal under this Policy, determine a place, time and date for the hearing of the appeal and as soon as possible thereafter notify all parties to the appeal in writing of such details; and
 - e) the procedure for the appeal shall be the same as the procedure for the Hearing Tribunal set out in Schedule 2.

- 1.4 The Appeal Body's arbitration of the appeal must determine, on the balance of probabilities, whether one or both grounds of appeal (as applicable) are proven and must not rehear the matter or the facts of the Complaint.
- 1.5 Upon hearing the appeal, the Appeal Body may do any one or more of the following:
 - a) dismiss the appeal;
 - b) uphold the appeal;
 - c) impose a Sanction in accordance with clause 24; or
 - d) reduce, increase or otherwise vary any Sanction imposed by the initial Hearing Tribunal.
- 1.6 The relevant Cricket Organisation from which the Appeal Body is established shall as soon as possible notify in Northern Territory Cricket and each relevant Community Cricket Peak Body and Region of the outcome of the appeal.
- 1.7 The Appeal Body has no power to award costs and each party shall bear their own costs in relation to any appeal.
- 1.8 Any appeals conducted by an Appeal Body under this item 1 Schedule 4 are to be recorded in accordance with item 1.14 of Schedule 2.
- 1.9 To the extent of any inconsistency between the hearing appeal procedure set out in the constitution of a Community Cricket Peak Body or Region and the hearing appeal procedure set out in this Schedule 4, this Schedule 4 shall prevail in relation to all Complaints under this Policy.

2. Appeals – Premier Clubs and Northern Territory Cricket

- 2.1 The Northern Territory Cricket Constitution governs the process and procedure for an appeal, including timing for lodgement of the appeal and the process to be adopted by the Northern Territory Cricket Appeals Tribunal.
- 2.2 Any appeal conducted by a Northern Territory Cricket Appeals Tribunal under this item 2 of Schedule 4 is to be recorded in the record maintained in accordance with item 1.14 of Schedule 2.
- 2.3 To the extent of any consistency between the appeal procedure set out in the Northern Territory Cricket Constitution and the appeal procedure set out in this item 2 Schedule 4, the Northern Territory Cricket Constitution shall prevail.