Volleyball Australia

REVIEW AND APPEALS POLICY

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1. Background

1.1. Purpose

This Policy:

(a) Sets out the processes for resolving Disputes;

(b) Can be adopted at the Member Organisation and Affiliate level without amendment; and

(c) Does not cover Personal Grievances or conduct and disciplinary matters arising under policies that form part of the National Integrity Framework or other Sport Organisation policies.

1.2. Definitions

In this Policy the following words have the corresponding meaning:

Activity means a Sport contest, match, competition, event, or activity (including training), whether on a one-off basis or as part of a series, league, or competition, sanctioned or organised by a Sport Organisation.

Affiliate means a member of a Member Organisation that is an incorporated association or company, including (as applicable) clubs, districts, regions and zones.

Alternative Dispute Resolution is a collective term for processes, such as mediation, to resolve disputes without the need for arbitration that will be applied to resolve the Dispute in accordance with clauses 3.2-3.4.

Appeals Tribunal means the appeals tribunal established under clause 5, being either the NST Appeals Division or an Internal Appeals Tribunal as provided in this Policy.

Authorised Provider means any organisation that is not a Sport Organisation and is authorised to conduct an Activity.

Dispute means any dispute between Relevant Persons, or between Relevant Persons and Relevant Organisations, or between Relevant Organisations, in their capacity as Relevant Person or Relevant Organisations relating to their involvement in the Sport, other than the categories of disputes set out in clause 2.2(b).

Hearing Tribunal means the first instance tribunal established to determine a Dispute, being either the NST General Division or an Internal Tribunal as provided in this Policy.

Internal Appeals Tribunal means an internal appeals tribunal established by a Sport Organisation under clause 5.

Internal Tribunal means an internal hearing tribunal established by a Sport Organisation under clause 4.

Legal Practitioner is a person holding a current practising certificate as a lawyer or barrister in any Australian jurisdiction.

Member means a member of NSO or other Sport Organisation admitted in any category of membership in accordance with the provisions of the NSO Constitution or the Sport Organisation Constitution, as the case may be.

Member Organisation means a sporting organisation that is a member of NSO in accordance with the provisions of the NSO Constitution.

National Integrity Framework means the set of "National Integrity Framework" integrity policies produced by Sport Integrity Australia from time to time.

NSO means Volleyball Australia.

NST means the National Sports Tribunal established under the NST Legislation.

NST Eligible Matter means a matter that is a kind of dispute that falls within the jurisdiction of the NST.

NST Excluded Matter means a matter that is a kind of dispute that is expressly excluded from the NST's jurisdiction.

NST Legislation means the *National Sports Tribunal Act 2019* (Cth) (**NST Act**), and any legislative instruments made under the NST Act as may be in force from time to time, including the *National Sports Tribunal Rule 2020* (Cth), *National Sports Tribunal (Practice and Procedure) Determination 2021* (Cth) and *National Sports Tribunal Act 2019 - Principles for Allocating a Member to a Dispute 2020*.

Participant means:

(a) athletes who are registered with a Sport Organisation or entitled to participate in an Activity;

(b) coaches appointed to train an athlete or team in an Activity;

(c) administrators who have a role in the administration or operation of a Sport Organisation, including owners, directors, committee members or other persons;

(d) officials including referees, umpires, technical officials, or other officials appointed by a Sport Organisation or any league, competition, series, club or team sanctioned by a Sport Organisation;

(e) support personnel who are appointed in a professional or voluntary capacity by a Sport Organisation or any league, competition, series, club or team sanctioned by a Sport Organisation including sports science sport medicine personnel, team managers, agents, selectors, and team staff members.

Personal Grievance means any type of grievance between Relevant Persons or between Relevant Persons and Relevant Organisations that does not engage the rules, policies or by-laws of a Sport Organisation.

Policy means this Review and Appeals Policy, including any schedules.

Protected Disclosure means, where a Sport Organisation is a "regulated entity" under the whistleblower laws in the *Corporations Act 2001* (Cth), a disclosure of information to the Sport Organisation that qualifies for protection under those laws.

Relevant Organisation means any of the following organisations:

(a) A Sport Organisation;

(b) Any other organisation that has agreed to be bound by this Policy.

Relevant Person means any of the following individuals who have agreed to be bound by this Policy:

(a) An individual registered as a member of a Sport Organisation;

(b) A Participant;

(c) An employee employed by a Sport Organisation or an Authorised Provider;

(d) A contractor engaged directly or via an organisation to provide services for or on behalf of a Sport Organisation or an Authorised Provider;

(e) A volunteer engaged by a Sport Organisation or an Authorised Provider in any capacity who is not otherwise an employee or contractor, including directors and office holders, officials, administrators and team and support personnel; and

(f) Any other individual who has agreed to be bound by this Policy.

Sport means the sport of Volleyball

Sport Organisation means NSO and each Member Organisation or Affiliate that has adopted this Policy.

Vulnerable Person means a person who is:

(a) Under the age of 18; or

(b) Aged 18 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

2. Jurisdiction

2.1 To Whom the Policy Applies

This Policy applies to Relevant Persons and Relevant Organisations.

2.2 When the Policy Applies

(a) This Policy applies to Disputes between:

(i) Relevant Persons;

(ii) Relevant Persons and Relevant Organisations; or

(iii) Relevant Organisations,

in their capacity as Relevant Persons or Relevant Organisations relating to their involvement in the Sport.

(b) The Policy does not apply to the following:

(i) A breach of any of the policies that form part of the National Integrity Framework;

(ii) A breach of another Sport Organisation policy where that breach is covered by the NSO Conduct and Disciplinary Policy;

(iii) Disputes that arise under any NSO policy where that policy provides for a specific dispute resolution process other than that covered by the NSO Conduct and Disciplinary Policy;

(iv) A Personal Grievance;

(v) A Protected Disclosure;

(vi) A breach of any other Sport Organisation policy in respect of which a Sport Organisation expressly excludes the application of this Policy; and

(vii) Interactions between Relevant Persons and/or Relevant Organisations that are not related to Sport and/or are not in their capacity as Relevant Persons or Relevant Organisations.

2.3 Vulnerable Persons

Where a party to a Personal Grievance is a Vulnerable Person, the parent or guardian of the Vulnerable Person may act on behalf of the Vulnerable Person and accompany them throughout the resolution process, including during any facilitated resolution process, hearing process or appeal process.

3. Dealing with Disputes

3.1 Informal steps for resolving Disputes under this Policy

(a) Relevant Persons (and Relevant Organisations where applicable) are encouraged to attempt to resolve any Dispute that is subject to this Policy amongst themselves in the first instance.

(b) Where a Dispute is unable to be resolved directly through discussion, or one of the parties to the disagreement is uncomfortable with approaching the other party directly or is otherwise unable to do so, the matter may then be referred to the management of the Sport Organisation at the level at which the Dispute occurred.

[For example, if the subject of the Dispute relates to interactions at local Club level and the parties to the Dispute are unable to resolve it amongst themselves, it may then be referred to the management of that Club.]

(c) Where a Sport Organisation or a member of the administration of a Sport Organisation is a party to a Dispute, the matter should instead be referred to the management of the Sport Organisation of the next level up.

[For example, if a Dispute at local Club level involves an individual involved in the running of the Club, it should instead be referred to the relevant Member Organisation.]

(d) If the Dispute is referred to a Sport Organisation without clear indication of the knowledge or consent of the other party to the Dispute, the Sport Organisation will notify that other party prior to referring the Dispute to formal Alternative Dispute Resolution.

3.2 Alternative Dispute Resolution

(a) If the Sport Organisation handling the Dispute considers the Dispute may appropriately be resolved through Alternative Dispute Resolution, it may seek in writing the consent of the parties to the Dispute to refer the Dispute for Alternative Dispute Resolution.

(b) If the parties to the Dispute agree to Alternative Dispute Resolution and:

(i) The Dispute is at Affiliate or Member Organisation level, the relevant Sport Organisation may either:

(A) Seek the consent of NSO to refer the Dispute to mediation or conciliation in the NST and, if given, NSO will:

1. Refer the matter if it is an NST Eligible Matter; or

2. Apply to the NST CEO for approval if neither an NST Eligible or NST Excluded Matter, failing which it will be dealt with under clause 3.2(b)(i)(B); or

(B) Refer the Dispute to internal or external mediation or conciliation.

(ii) The Dispute is at national level, NSO will refer the Dispute to the NST for conciliation or mediation. Where the Dispute is between two Relevant Persons, NSO will be the referring entity to the NST.

(c) The parties to the Dispute must participate in the Alternative Dispute Resolution in good faith.

3.3 NST Facilitated Resolution of Dispute

(a) The NST will facilitate the Alternative Dispute Resolution of any Dispute properly referred to it under clause 3.2(b) in accordance with the NST Legislation.

(b) NSO is responsible for making the application for Alternative Dispute Resolution at the NST. The application fee must be paid by the parties to the Dispute in equal proportions, unless the parties agree otherwise. Service charges may also be payable to the NST, which will be negotiated as between the parties to the Dispute and the NST, and must be paid by the parties to the Dispute in equal proportions, unless the parties agree otherwise.

3.4 Independent Facilitated Resolution of Dispute

(a) Any mediation or conciliation (other than where conducted by the NST) will be undertaken in accordance with the rules prescribed by the Sport Organisation (internal) or the provider (external) as the case may be.

(b) For external mediation, any costs associated with appointing a facilitator will be agreed before the facilitated resolution session commences and will be apportioned evenly between the parties (unless otherwise agreed between the parties).

3.5 Failure to Resolve Dispute

(a) If the Dispute is resolved through Alternative Dispute Resolution under this clause 3, the Dispute will be considered closed under this Policy. Any ongoing issues between the parties to the Dispute must be dealt with by them in their personal capacity.

(b) If Alternative Dispute Resolution does not resolve the Dispute, the Sport Organisation will, if both parties agree in writing, refer the Dispute to a Hearing Tribunal.

(c) All Disputes must be submitted by the parties to the Dispute to a hearing before the relevant Hearing Tribunal, and appealed to an Appeals Tribunal if required, for determination before commencing any proceedings relating to the Dispute or becoming a party to any such proceedings in a court of law.

4. Hearing Tribunals

4.1 Determining the Hearing Tribunal

(a) Where the Sport Organisation is to refer the Dispute to a Hearing Tribunal:

(i) If the Dispute is at Affiliate or Member Organisation level, the relevant Sport Organisation must:

(A) Seek the consent of NSO to refer the Dispute to the NST General Division and, if given, NSO will:

1. Refer the matter if it is an NST Eligible Matter; or

2. Apply to the NST CEO for approval if neither an NST Eligible or NST Excluded Matter, failing which it must be dealt with under clause 4.1(a)(i)(B); or

(B) If the consent of NSO is not given, or if the NST cannot deal with the matter, refer the Dispute to an Internal Tribunal established at the Affiliate or State level (as the case may be).

(ii) If the Dispute is at national level, NSO must:

(A) If an NST Eligible Matter, refer the Dispute to the NST General Division; or

(B) If neither an NST Eligible or NST Excluded Matter, apply to the NST CEO for approval to hear the matter in the NST General Division, failing which it must be dealt with under clause 4.1(a)(ii)(C); or

(C) If the NST cannot deal with the matter, refer the Dispute to an Internal Tribunal established at the national level.

(b) Where an application to the NST for arbitration is made, NSO is responsible for making the application. The application fee must be paid by the parties to the Dispute in equal proportions, unless the parties agree otherwise. Service charges may also be payable to the NST, which will be negotiated as between the parties to the Dispute and the NST at the Preliminary Conference, and must be paid by the parties to the Dispute in equal proportions, unless the parties agree otherwise.

4.2 Arbitration in the NST

If arbitration is sought in the NST General Division, the NST will arbitrate the Dispute in accordance with the NST Legislation.

4.3 Internal Tribunal

If a Dispute is to be determined by an Internal Tribunal, the Internal Tribunal will be convened and operate in accordance with the tribunal procedure outlined in Schedule 1.

4.4 Notification of Hearing Tribunal decision

The Hearing Tribunal will notify the parties of the decision in accordance with its relevant procedures (including the procedure in Schedule 1 for the Internal Tribunal).

5. Appeals

5.1 Parties entitled to appeal

Each party to a Dispute is entitled to appeal the decision of a Hearing Tribunal under this Policy (each an **Appellant**) solely on the following Grounds of Appeal:

(a) The Hearing Tribunal failed to abide by this Policy and/or the NST Legislation (as the case may be) and such failure resulted in a denial of natural justice; and/or

(b) No reasonable decision maker in the position of the Hearing Tribunal, based on the material before them, could reasonably make such a decision.

5.2 Notice of appeal

(a) To submit a valid notice of appeal, an Appellant must, within 14 days of the date of receipt of the decision made by the Hearing Tribunal:

(i) If the Hearing Tribunal was the NST General Division:

(A) Lodge an 'Application for an Appeal' form with the NST, which must state in full their Grounds of Appeal;

(B) Pay the requisite application fee; and

(C) Serve, by email, by post, or physically, on the other parties to the appeal a copy of the 'Application for an Appeal'; or

(ii) If the Hearing Tribunal was an Internal Tribunal:

(A) If the Dispute is an NST Excluded Matter:

1. Lodge with the relevant Sport Organisation the Notice of Appeal stating they wish to appeal, which states in full their Grounds of Appeal, including any relevant documents as annexures;

2. Pay the appeal fee as set from time to time by the relevant Sport Organisation; and

3. Serve, by email, by post, or physically, on the other parties to the appeal a copy of the Notice of Appeal; or

(B) If the Dispute is at national level and is either an NST Eligible Matter, or not an NST Excluded Matter:

1. Lodge an 'Application for an Appeal' form with the NST, which must state in full their Grounds of Appeal;

2. Pay the requisite application fee; and

3. Serve, by email, by post, or physically, on the other parties to the appeal a copy of the 'Application for an Appeal',

(together, a **Notice of Appeal**).

(b) If an appeal is lodged under:

(i) Clause 5.2(a)(i), the matter must be dealt with in the NST Appeals Division; or

(ii) Clause 5.2(a)(ii)(A), the matter must be dealt with by an Internal Appeals Tribunal established at the same level of Sport as the Internal Tribunal that made the decision being appealed;

(iii) Clause 5.2(a)(ii)(B), and it is neither an NST Eligible or NST Excluded Matter, NSO may apply to the NST CEO for approval, and (if the NST CEO approves the matter), it must be dealt with by the NST Appeals Division or (if the NST CEO does not approve the matter), it must be dealt with by an Internal Appeals Tribunal; or

(iv) Clause 5.2(a)(ii)(B) and it is an NST Eligible Matter, it must be dealt with by the NST Appeals Division.

5.3 Appeals in the NST Appeals Division

(a) If an Appellant lodges a valid Notice of Appeal in the NST Appeals Division, the NST will determine the matter.

(b) The procedure for an appeal in the NST Appeals Divisions will be in accordance with clause 5.2 and the NST Legislation.

5.4 Internal Appeals Tribunal

(a) If an Appellant lodges a valid Notice of Appeal to be dealt with by an Internal Appeals Tribunal, the Internal Appeals Tribunal will determine the matter.

(b) The procedure for an appeal in an Internal Appeals Tribunal will be in accordance with clause 5.2 and Schedule 2.

5.5 Determination by Appeals Tribunal

The Appeal Tribunal'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 Dispute.

5.6 Notification of outcome

The Appeal Tribunal will notify the parties to the proceeding of the decision in accordance with its relevant procedures.

5.7 Confidentiality

(a) All Disputes (and all information disclosed in relation to them), including the outcomes of any facilitated resolution process or hearing process will be kept confidential by the Sport Organisation, and will not be disclosed to any third parties, except as provided in this clause.

(b) A Sport Organisation may make the following disclosures:

(i) To the parties to the Dispute in relation to the facilitated resolution process or hearing/appeal process to ensure a fair process;

(ii) To any person to facilitate the resolution of the Dispute under this Policy;

(iii) To external agencies so they can deal with relevant conduct (e.g., Sport Integrity Australia, law enforcement or regulatory authorities, a child protection agency, State/Territory fair trading authority, the Australian Securities & Investments Commission);

(iv) To Members or other Sport Organisations to inform them of the resolution of the Dispute;

(v) To any third party for the primary purpose of:

(A) Preventing or lessening a risk to the safety, health or wellbeing of a person; or

(B) Protecting children participating in a sport; or

(C) Protecting the safety of participants in a sport; and

(vi) As required by law, any court or the NST.

6. Referral of Disputes to the NST

6.1 The processes outlined in sections 3, 4 and 5 of this Policy can replace any other disciplinary process, investigation, alternative dispute resolution process or tribunal process set out in any policy, by-law or rule of a Sport Organisation, at the absolute discretion of the CEO (or Board) of that Sport Organisation, unless specifically excluded by section 2.2(b) of this Policy.

6.2 NSO may require any dispute at any level of the sport to be managed or processed in accordance with this Policy at any time, and specifically may refer such dispute to be arbitrated, mediated, conciliated or appraised by the NST in accordance with the NST Legislation, irrespective of whether any deadline or time limit has expired, and irrespective of the stage of process the matter has reached.

7. Interpretation and other information

7.1 Commencement

This Policy commences on the date outlined on the front cover (**Commencement Date**).

7.2 Prior Disputes

All Disputes, including Disputes that commenced prior to the Commencement Date, will be dealt with under this Policy.

7.3 Interpretation

(a) Any document required to be provided under this Policy may be given by:

(i) Sending it to an email or other electronic address, or to a postal address, nominated by the recipient party; or

(ii) Email, post or hand delivering it to that party's registered office.

(b) A document is taken to have been received under this Policy if sent by email or other electronic transmission, on the date of transmission, or if hand delivered, on the date of delivery or if sent by post, 5 business days after it was sent.

7.4 Amendment

(a) The NSO may amend this Policy from time to time and must make the new version available on its website as soon as possible, including the date on which any amendments take effect.

(b) Any Dispute under this Policy which is not finalised at the time of an amendment to this Policy will continue to be processed under the substantive provisions of this Policy in force at the time the Sport Organisation received notice of the Dispute, unless that Sport Organisation and/or a Hearing Tribunal determines the principle of “lex mitior” appropriately applies in the circumstances.

SCHEDULE 1

Internal Tribunal Procedure

Interpretation

1. In this Schedule:

   Chair means the chair of a particular Internal Tribunal in accordance with this Schedule.

   Legal Practitioner is a person holding a current practising certificate as a lawyer or barrister in any Australian jurisdiction.

   Sports Administrator means a person who currently, or within the previous five years, is or has been employed in the field of sports administration.

   Tribunal Member means an individual person sitting on an Internal Tribunal.

2. Defined terms not otherwise defined in this Schedule have the meaning given to them in the Policy.

3. All clause references refer to this Schedule unless otherwise provided.

Convening Internal Tribunal

4. Where required under clause 4.1 of the Policy, the Sport Organisation will convene an Internal Tribunal in accordance with this Schedule.

5. The Internal Tribunal shall be convened as soon as reasonably practicable after a referral under clause 4.1 of the Policy and shall endeavour to convene no later than two weeks after notification by the Sport Organisation.

Composition of Internal Tribunal

6. Subject to clause 8, each Internal Tribunal shall:

   (a) Comprise three Tribunal Members selected by the Sport Organisation;

   (b) Comprise at least one Legal Practitioner and one Sports Administrator;

   (c) Be chaired by the Chair, who shall be appointed by the Sport Organisation and shall be:

      (i) A Legal Practitioner; and

      (ii) A person of experience and skills suitable to the function of chairing a tribunal.

7. The Sport Organisation shall use reasonable endeavours to ensure that the Tribunal Members selected for any particular Internal Tribunal:

   (a) Do not have an actual or perceived conflict of interest in relation to the Dispute that might reasonably call into question the impartiality of the Internal Tribunal; and

   (b) Do not have any close personal connection to the Respondent(s) or the matters being considered by the Internal Tribunal.

8. Should a Tribunal Member become unable to sit on an Internal Tribunal following the convening of the Internal Tribunal for whatever reason, the Sport Organisation shall appoint a replacement Tribunal Member having regard to the requirements of clause 7.

9. Should a Respondent challenge the impartiality of any one or more Tribunal Member, the challenge will be determined by the Chair sitting alone, unless that challenge relates to the Chair in which case it will be determined by an alternate Chair (who shall also be a Legal Practitioner) appointed by the Sport Organisation.

10. There shall be no right of appeal from a decision made under clause 9.

11. No Internal Tribunal decision shall be invalidated by any irregularity in the appointment of a Tribunal Member.

Responsibilities of Chair

12. Without limiting any other duties of the Chair set out under this Schedule, the person appointed as Chair of the Internal Tribunal shall have the following responsibilities:

    (a) To chair hearings of the Internal Tribunal;

    (b) To ensure accurate records are kept of all of the Internal Tribunal's proceedings and decisions, including at a minimum:

        (i) Particulars of the hearing, including date, time and location;

        (ii) The names of each Tribunal Member, party to the Dispute, witnesses called, and any other parties permitted to attend by the Internal Tribunal;

        (iii) The decision of the Internal Tribunal, whether given to the parties orally, in writing or a combination of both, and the date(s) of communication; and

    (c) To communicate to all parties of an Internal Tribunal the results of such Internal Tribunal and provide a copy of the record of result to the Sport Organisation within seven days of the hearing.

Attendance at Internal Tribunal

13. Each party to a Dispute shall be required to attend the Internal Tribunal hearing conducted under this Schedule.

14. The following persons shall be entitled to attend an Internal Tribunal hearing as required by the parties to the Dispute:

    (a) Witnesses called to give evidence by a party to the Dispute;

    (b) Any person that the Chair in their absolute discretion believes will assist the Internal Tribunal and invites to attend the Internal Tribunal for that purpose; and

    (c) Where a party to the Dispute or a witness is under the age of 18 years, an adult adviser, which will in the absence of unavailability or other extraordinary circumstance be expected to be such person's parent or guardian.

15. Legal Practitioners are not permitted to appear before, or represent a party at, the Internal Tribunal unless in their personal capacity as a party to the Dispute. This clause does not prohibit a party seeking legal advice in relation to a Dispute or engaging a Legal Practitioner to prepare materials to be used by that party at the Internal Tribunal.

16. Each party to the Internal Tribunal shall bear their own costs.

Non-attendance by a Party

17. If a party to the Dispute (or representative of a party) fails to attend the Internal Tribunal hearing without reasonable cause, the hearing may proceed and a determination may be made by the Internal Tribunal in the absence of the party, provided that the Internal Tribunal is satisfied that this Schedule have been complied with.

18. A party to the Dispute may apply to the Chair to have an Internal Tribunal hearing:

    (a) Adjourned; or

    (b) Convened in another way (e.g., teleconference),

    if there are compelling circumstances that warrant such steps being taken to avoid costs, hardship or significant inconvenience to one or more parties. The Internal Tribunal has sole discretion on whether or not to grant the application.

19. If a party to the Dispute fails to attend an Internal Tribunal hearing without reasonable cause, the hearing may proceed and a determination may be made by the Internal Tribunal in the absence of that person, provided that the Internal Tribunal is satisfied that all notification procedures under this Schedule have been carried out.

Procedure of Internal Tribunal

20. The Internal Tribunal shall conduct the hearing in such manner as it sees fit and may in its absolute discretion:

    (a) Consider any evidence, and in any form that it deems relevant;

    (b) Question any person giving evidence;

    (c) Limit the number of witnesses presented to those who provide any new evidence; and

    (d) Act in an inquisitorial manner in order to establish the truth of the issue/case before it.

21. Without limiting the Internal Tribunal's power to regulate its own procedure as it sees fit, the Internal Tribunal shall ordinarily proceed in accordance with the following steps:

    (a) If a body corporate or a Sport Organisation is a party to an Internal Tribunal hearing, one member of that body corporate or Sport Organisation shall be appointed by the body corporate or Sport Organisation to act as spokesperson for such body at the Internal Tribunal.

    (b) At the commencement of a hearing, the Chair will identify the Tribunal Members and determine whether each party is present.

    (c) Each party will be notified of their right to remain in the hearing until all evidence is presented but not to be present while the Internal Tribunal considers its findings.

    (d) The Chair shall advise all those persons present of the method of recording the hearing (if any).

    (e) Each party shall proceed to give evidence and the witnesses (if any) shall be called upon to give their evidence in turn, subject to the approval of the number of witnesses to be called by the Internal Tribunal in its discretion. Each party (or, if they are a minor his/her adviser) may ask questions of the other party or any witness called.

(f) Each witness shall be entitled to leave the Internal Tribunal hearing after giving evidence unless otherwise directed by the Internal Tribunal. Witnesses shall be entitled to remain in the hearing room after giving evidence with the permission of the Internal Tribunal.

(g) Where a person under the age of 18 exercises his/her right to have an adult observer or adviser present in accordance with this Schedule, a reasonable opportunity for consultation between the minor and the adviser shall be provided by the Internal Tribunal.

(h) The Internal Tribunal may, so as to limit inconvenience to witnesses, allow evidence to be given by telephone or videoconference.

22. At the conclusion of all of the evidence and submissions the Chair shall ask the parties and all other persons present to leave the hearing room while the Internal Tribunal considers its findings.

23. The decision of the Internal Tribunal shall be given by the Chair in the presence of the parties to the Dispute, unless a party chooses not to remain. If:

(a) One of the parties is not present, the Chair may give the decision orally, and must communicate the decision to the non-attending party in writing as soon as practicable; or

(b) None of the parties are present, the Chair must communicate the decision to each of the parties and the relevant Sport Organisation in writing as soon as practicable.

24. The Internal Tribunal may reserve its decision but if it does so, it will provide its decision within 14 days of the hearing.

25. The Internal Tribunal is not obliged to give oral or written reasons for any decision made by it under this Schedule but may do so if it wishes.

SCHEDULE 2

Internal Appeals Tribunal Procedure

Interpretation

1. In this Schedule:

   Appeal Chair means the chair of a particular Internal Appeals Tribunal in accordance with this Schedule.

   Tribunal Member means an individual person sitting on an Internal Appeals Tribunal.

2. Defined terms not otherwise defined in this Schedule have the meaning given to them in the Policy or Schedule 1, as the case may be.

3. All clause references refer to this Schedule unless otherwise provided.

Convening Internal Appeals Tribunal

4. As required under clause 5.4(b) of the Policy, the Sport Organisation will convene an Internal Appeals Tribunal in accordance with this Schedule.

5. The Internal Appeals Tribunal shall be convened as soon as reasonably practicable after a referral under clause 5.4(a) of the Policy and shall endeavour to convene no later than two weeks after notification by the Sport Organisation.

Composition of Internal Appeals Tribunal

6. Subject to clause 7, each Internal Appeals Tribunal shall

   (a) Comprise three Tribunal Members selected by the Sport Organisation;

   (b) Comprise at least one Legal Practitioner and one Sports Administrator; and

   (c) Be chaired by the Appeal Chair who shall be appointed by the Sport Organisation and shall be:

      (i) A Legal Practitioner; and

      (ii) A person of experience and skills suitable to the function of chairing an Internal Appeals Tribunal,

   none of whom sat on or was involved in the original Hearings Tribunal for the Dispute subject of the appeal.

7. Clauses 6 to 9 (inclusive) of Schedule 1 apply to an Internal Appeals Tribunal with any necessary amendments.

Procedure of Internal Appeals Tribunal

8. Subject to this Schedule, the Internal Appeals Tribunal and persons appearing before it are bound by the same procedures under this Policy as if the Internal Appeals Tribunal was the Internal Tribunal hearing a matter at first instance.

9. The Sport Organisation shall forward records of the Internal Tribunal hearing in which the matter the subject of the appeal was heard at first instance to the Appeal Chair.

10. The Internal Appeals Tribunal must limit its hearing to consideration of the Ground(s) of Appeal relied upon by the Appellant under clause 5.1 of the Policy, in accordance with clause 5.5 of the Policy.

11. An Internal Appeals Tribunal has the power to:

    (a) Dismiss the appeal;

    (b) Uphold the appeal;

    (c) Vary any determination imposed by the Internal Tribunal under the Policy,

    in accordance with clause 10 but otherwise in such manner as it thinks fit.

12. At the conclusion of the appeal, the Appeal Chair shall ensure that the parties are informed of the determinations of the Internal Appeals Tribunal. The Appeal Chair shall also notify the Sport Organisation of the decision of the Internal Appeals Tribunal.

13. The Internal Appeals Tribunal is not obliged to give oral or written reasons for its decision.

14. The Internal Appeals Tribunal has discretion to order the refund of the appeal fee and shall do so where the appeal is upheld.