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1. Background

1.1 This Policy sets out the processes for resolving complaints, disputes and discipline arising from an individual or organisation breaching an Archery Victoria Policy; it does not cover complaints, disputes and disciplinary matters arising under policies that form part of the National Integrity Framework.

1.2 This Policy, and associated documents enter into force and applies as of 30 November 2025. It will be reviewed on or before 30 November 2027. Unless required by changes to legislation, changes to the Rules Archery Victoria or Archery Australia policies, or as determined necessary by the Archery Victoria Board.

1.3 Copies of all documents can be obtained from the Archery Victoria website. Additional information is available from the Secretary, Archery Victoria.

1.4 Breaches of the Policy after 30th November 2025 may lead to disciplinary sanctions in accordance with the processes provided in the Policy.

2. Definitions

Alleged Breach is an allegation or information that a person has breached a Relevant Policy and includes complaints, disputes and discipline.

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 Alleged Breach of a Relevant Policy.

Appeals Tribunal means the appeals tribunal that is either the NST Appeals Division or an Internal Appeals Tribunal established by the Archery Australia or Archery Victoria Board.

Breach Offer means the procedure set out in clause 9.4.

Complainant means one or more persons who makes a Complaint about an Alleged Breach by a Respondent in accordance with this Policy.

Complaint means a complaint lodged with Archery Victoria in accordance with clause 3.2.

Complaint Form means the complaint form AV Complaint Form

Complaints Manager means the person from Archery Victoria who will manage Alleged Breaches under this Policy. This shall not be the same person as the Decision Maker for the Alleged Breach.

Decision Maker means the person from Archery Victoria who will make decisions in relation to the resolution of Alleged Breaches under this Policy. This shall not be the same person as the Complaints Manager for the Alleged Breach.

Disciplinary Action means action brought against or proposed to be brought against a Respondent by Archery Victoria, alleging a breach of one or more of its Relevant Policies. Disciplinary Action may arise from Archery Victoria becoming aware of allegations against, or information concerning, a Respondent by any manner, including via a Complaint.

Relevant Policy means the Rules of Association and all by-laws, rules, regulations, policies, procedures, and directions of Archery Victoria except:

- The policies that form part of the National Integrity Framework;
- Any other policy in respect of which Archery Victoria expressly excludes the application of this Policy.

Hearing Tribunal means the tribunal established being an Internal Tribunal as provided in this Policy.

Internal Appeals Tribunal means an internal appeals tribunal established by Archery Victoria as provided in this Policy.

Internal Tribunal means an internal hearing tribunal established by Archery Victoria as provided in this Policy.

Member means a member of Archery Victoria admitted in any category of membership in accordance with the provisions of the Archery Victoria Rules of Association.

Club means a sporting organisation that is a member of Archery Victoria in accordance with the provisions of the Archery Victoria Rules of Association.

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

Personal Grievance means any type of interpersonal conflict or dispute between two or more people (including individuals and Clubs) that does not concern or allege a breach of a Relevant Policy.

Policy means this Complaints, Disputes and Discipline Policy, including any Forms and Guidance Notes.

Process means the chosen process for resolving an Alleged Breach under this Policy, with each option outlined in clause 5, including Alternative Dispute Resolution, Warning Procedure and Breach Offer.

Provisional Action means action taken in to mitigate immediate or further risk of harm to one or more persons, this may include behaviour resulting in criminal charges.

Respondent means the person(s) who is alleged to have breached a Relevant Policy and is the subject of an Alleged Breach, and who must be within a category of person listed in clause 3.6.

Sanction means the disciplinary actions taken against the Respondent for breaching a Relevant Policy.

Sport means the sport of archery, and a reference to Sport means collectively Archery Victoria and affiliated Clubs.

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.

Warning Procedure means the procedure set out in clause 9.3.

3. Breaches, Parties and Processes

3.1 What is an Alleged Breach? An Alleged Breach is an allegation or information that a person has breached a Relevant Policy and includes both a Complaint and Disciplinary Action.

3.2 What is a Complaint? A Complaint means a complaint lodged with integrity@archeryvic.gov.au in accordance with clause 3.2.

3.3 What is Disciplinary Action? Disciplinary Action means action brought against or proposed to be brought against a Respondent by Archery Victoria, alleging a breach of one or more of its Relevant Policies.

Disciplinary Action may arise from Archery Victoria becoming aware of allegations against, or information concerning, a Respondent by any manner, including via a Complaint.

3.4 What is not an Alleged Breach? An Alleged Breach does not include an allegation or information:

- Covered by any of the policies that form part of the National Integrity Framework;
- That is solely a Personal Grievance;
- That is mischievous, vexatious or knowingly untrue;
- Where the proposed respondent is excluded by clause 3.6.2 and 3.6.4; or
- That does not refer to a breach of a Relevant Policy.

3.5 Who can be a Complainant? A Complainant can be any person or organisation, including Archery Victoria, who has information that an Alleged Breach of a Relevant Policy has occurred.

3.6 Who can be a Respondent?

3.6.1 A Respondent must be:

- a Member of Archery Victoria;
- a member of another Sporting Organisation at an Archery Victoria event; or
- a person or organisation otherwise bound by the Relevant Policy they are alleged to have breached.

3.6.2 A Respondent cannot be:

- a person that is neither a Member of Archery Victoria, nor bound by the Relevant Policy they are alleged to have breached; or
- a person that Archery Victoria has no legal jurisdiction over.

3.6.3 A Respondent can be a person or organisation who was bound by the Relevant Policy that they are alleged to have breached at the time that they allegedly committed the breach, who would otherwise cease to have been bound by that Relevant Policy, may still be a Respondent if they were bound by this Policy at the time the Complaint was made or when they became aware that a complaint may be made against them.

3.6.3.1 Once a Complaint has been made under this Policy, the Respondent will continue to be bound by this Policy and the Relevant Policies in respect of the Complaint until the Process with respect to that Complaint has been finalised in accordance with this Policy.

3.6.4 A Respondent cannot be a person or organisation that Archery Victoria has no jurisdiction over.

3.7 Standard of Proof: The standard of proof that applies to all decisions made under this Policy (including by a Hearing Tribunal) is “balance of probabilities”. To find something has been proven on the balance of probabilities, it must be satisfied that on the evidence put before it, the alleged fact or matter is more probable than not. In reaching this conclusion, the Hearing Tribunal must take into account all relevant factors including the impact of the potential sanctions that may be imposed if the allegations are proven.

3.8. Confidentiality: All Alleged Breaches (and all information disclosed in relation to them), will be kept confidential and will not be disclosed to any third parties, except as provided in this clause.

Archery Victoria may make the following disclosures to:

- the parties to an Alleged Breach (Respondent and the Complainant) to ensure a fair process;
- any person to facilitate the proper handling of the Alleged Breach, including any Provisional Action, under this Policy;
- external agencies so they can deal with the alleged conduct (e.g., National Sports Tribunal, Sport Integrity Australia, law enforcement or regulatory authorities, or a child protection agency);
- relevant members or Clubs to inform them of relevant Sanctions or Provisional Action imposed;
- any third party for the primary purpose of:
 - preventing or lessening a risk to the safety, health or wellbeing of a person; or
 - protecting children participating in archery; or
 - protecting the safety of participants in archery; and
 - as required by law, any court or the National Sports Tribunal.

3.9. Failure to Cooperate: Persons bound by this Policy must cooperate fully with the Process chosen to resolve an Alleged Breach.

The Decision Maker, an investigator, a Hearing Tribunal, or Appeals Tribunal 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 and/or participate in the relevant chosen Process. The Respondent must be made aware by the Complaints Manager of such an inference being drawn in relation to any particular allegation forming part of an Alleged Breach.

3.10. Vulnerable Persons: Where a Complainant or Respondent is a Vulnerable Person, the parent or guardian of the Vulnerable Person may act on behalf of the Vulnerable Person and accompany them throughout any Process, including at any interview, Alternative Dispute Resolution process, or Hearing Tribunal or Appeals Tribunal.

3.11 Archery Victoria will in the first instance refer serious Alleged Breaches against children to Sports Integrity Australia for resolution.

4. Submitting a Complaint

4.1 A person or organisation including Archery Victoria, may submit a Complaint by fully completing Archery Victoria Complaint Form and submitting it to integrity@archeryvic.org.au, as soon as reasonably possible following the Alleged Breach.

4.2 A Complaint Form may only be submitted on behalf of Archery Victoria or a Club by the President of Archery Victoria or the Club (unless the complaint is about the President, in which instance any Board or Committee member may make the complaint).

4.3 A Complaint Form may be submitted by a parent or guardian on behalf of a Vulnerable Person.

4.4 A Complaint Form must be completed in full at the time of submission. Where it is not, Archery Victoria is not obliged to process the Complaint. The Complaints Manager will return an incomplete Form to the Complainant. The Complainant shall complete the form and resubmit to integrity@archeryvic.org.au.

4.5 The Complaints Manager must send the Complainant an acknowledgement of receipt, once a fully completed Complaint Form is submitted.

5. Withdrawing a Complaint

5.1 A Complainant may withdraw their Complaint at any time before a finding is made. Withdrawing a Complaint must be done by writing to integrity@archeryvic.org.au or another contact address that has been previously notified by the Complaints Manager.

6. Commencing Disciplinary Action

6.1 Where Archery Victoria is advised or becomes aware of an allegation or considers that a Respondent has breached a Relevant Policy, it may commence Disciplinary Action if it considers that a risk of harm may occur.

6.2 Information or allegations leading to Archery Victoria commencing Disciplinary Action may arise in any manner other than through lodgement of a Complaint Form.

6.3 Archery Victoria is not obliged to undertake Disciplinary Action in response to any information or allegations under this clause.

7. Who is the Proper Recipient of the Complaint?

7.1 The Complaints Manager may, upon receipt of a Complaint or information that may lead to Disciplinary Action, seek to refer it to Sports Integrity Australia, Archery Australia or a Government Agency.

7.2 Alleged Breaches shall be dealt with by Archery Victoria unless referred to Sports Integrity Australia or Archery Australia, and accepted by Sports Integrity Australia or Archery Australia in their absolute discretion.

7.3 Where a request is made to refer the Alleged Breach to another party, Archery Victoria must consider:

- any conflict of interest that may arise regarding resolution;
- the nature and seriousness of the Alleged Breach;
- the length of time the Alleged Breach has been unresolved; and
- whether Archery Victoria has made reasonable efforts to resolve the Alleged Breach.

8. Managing Alleged Breaches

8.1. Initial Threshold Questions: Upon receipt of a Complaint Form or information that may lead to Disciplinary Action, the Complaints Manager must initially determine whether the complaint:

- is covered by a policy that forms part of the National Integrity Framework, in which case it should be reported to the National Integrity Manager of Archery Australia, or Sport Integrity Australia;
- is solely a Personal Grievance;
- is mischievous, vexatious or knowingly untrue;
- involves a proposed respondent who is excluded by clause 3.6.2; or
- does not refer to a breach of a Relevant Policy.

8.2 In cases referred to Sports Integrity Australia or Archery Australia the process under this Policy is suspended unless and until the matter is referred back to Archery Victoria for resolution under this Policy. In the case of personal grievance or a non-breach, the process under this Policy is permanently discontinued.

8.3 Investigation

8.3.1 If at any time after determining that the Initial Threshold Questions are not satisfied, Archery Victoria may undertake an assessment and may collect further information to determine if an Alleged Breach has occurred.

8.3.2 An assessment may be conducted as determined by the Complaints Manager in their absolute discretion. The Complaints Manager may, on the basis of the assessment, make findings as to whether the Standard of Proof has been met in respect of the Alleged Breach.

8.3.3 This assessment may or may not involve formal interviews and collection of additional evidence at the discretion of the Complaints Manager.

8.4 Initial Assessment - Disciplinary Action

If at any time after determining that the Initial Threshold Questions are satisfied, the Complaints Manager shall determine whether Archery Victoria will:

- proceed with Disciplinary Action under a Process in clause 9;
- undertake Provisional Action under clause 8.7; or
- refer the matter to a SIA or AA Integrity Manager.

8.5 Initial Assessment of the Complaint

8.5.1 The Complaints Manager shall determine whether a complaint:

- was lodged using a fully completed Complaint Form; and
- is a Complaint for the purposes of this Policy.

8.5.2 The Complaints Manager has absolute discretion to determine whether a Complaint is excluded under clause 3.4, and their decision will be final and binding. In making a determination, the Complaints Manager may seek any further information, or make such further enquiries, as necessary.

8.5.3 If the Complaints Manager is not satisfied that the Complaint meets the requirements of the Initial Assessment, the Complaints Manager must notify the parties.

8.5.4 If the Complaints Manager is satisfied that it meets the requirements of the Initial Assessment, the Complaints Manager must determine where the Complaint is submitted for resolution, Archery Victoria, Archery Australia or Sports Integrity Australia.

8.6. Notification to Parties

8.6.1 If the Complaint:

- Satisfies any of the Initial Threshold Questions, the Complaints Manager must notify the Complainant of the applicable procedure to be used by Archery Victoria to deal with the Complaint; or
- Does not satisfy the Initial Assessment, the Complaints Manager must notify the Complainant of the defect(s) in the complaint, and whether or not it can proceed under this Policy after modification of the complaint, as soon as reasonably possible after the Complaints Manager determines the Initial Threshold Questions.

8.6.2 The Complaints Manager will communicate with the Complainant and the Respondent at appropriate times to keep them informed of the Process and may at any appropriate stage:

- notify the Respondent that a Complaint has been received and is being assessed; and/or
- notify the Respondent that a potential breach of a relevant Policy is being assessed.

8.7 Provisional Action

8.7.1 Where a Complainant makes allegations concerning conduct that in the Complaints Manager's opinion:

- may result in, or cause, serious criminal charges (that is, a charge under any Commonwealth or State/Territory criminal law) to be laid against the Respondent; and/or
- suggests there is an immediate or further ongoing risk of harm being suffered by one or more persons, the Complaints Manager may refer the Alleged Breach to the Decision Maker to determine, in the Decision Maker's absolute discretion, whether any Provisional Action(s) will be undertaken by Archery Victoria. The Complaints Manager will ensure that the Archery Victoria implements the Provisional Action as soon as reasonably possible.

8.7.2 Provisional Action includes, but is not limited to, suspension, suspension or restriction of rights, privileges or benefits, or any other action(s) at the discretion of the Decision Maker, including seeking advice from the National Integrity Manager of Archery Australia.

8.7.3 In the event that Provisional Action is imposed, a Respondent may seek to have that decision reviewed by an expedited hearing convened in accordance with clause 10. An expedited hearing convened under this clause shall only consider the decision to impose the Provisional Action and will not consider the merits of the Alleged Breach.

9 Resolving Alleged Breaches

9.1 Determine Chosen Process

9.1.1 After conducting its assessment of the Alleged Breach, Archery Victoria will:

- Make findings as to whether, to the requisite Standard of Proof, the Alleged Breach is:
 - Substantiated;
 - Unsubstantiated; or
 - Unable to be substantiated;
- Make a determination as to the Process to be applied to attempt to resolve the Alleged Breach, which will be:
 - Alternative Dispute Resolution;
 - Warning Procedure; or
 - Breach Offer,
 - as well as whether External Referral is appropriate.

9.1.2 The Complaints Manager has sole and absolute discretion to determine the chosen Process under this clause 8.1, however may consult with other representatives of Archery Victoria Board (including the Decision Maker) as required.

9.1.3 The Complaints Manager may, at their absolute discretion, seek further information from any person, including conducting further investigation.

9.1.4 The Complaints Manager is responsible for communicating with the Complainant, Respondent, Archery Victoria Board and/or Clubs (where applicable) and for ensuring that the Process is implemented.

9.1.5 The Complaints Manager may at any time refer the Alleged Breach to external parties in accordance with clause 7.

9.2 Alternative Dispute Resolution

9.2.1 If the Complaints Manager considers the Alleged Breach may appropriately be resolved through Alternative Dispute Resolution, they may:

- For Complaints, seek the consent of both the Complainant and Respondent in writing; or
- For Disciplinary Action, seek the consent of the Respondent in writing.

9.2.2 If the Complainant and Respondent agree to Alternative Dispute Resolution processes:

- The Complaints Manager must seek the consent of the Archery Victoria Board to refer the Alleged Breach to mediation.

9.2.3 If the consent of Archery Victoria Board is not given, the session shall not proceed.

9.2.4 If the Alleged Breach is resolved through Alternative Dispute Resolution under this clause, the Complaints Manager must proceed to clause 12.3.

9.2.5 If either the Complainant or Respondent:

- does not consent to Alternative Dispute Resolution; or
- the Alleged Breach is not an appropriate matter for Alternative Dispute Resolution; or
- the Alternative Dispute Resolution does not resolve the Alleged Breach,

the Complaints Manager must choose another Process under this Policy.

9.2.6 Notwithstanding anything in this Policy, the Complaints Manager may refer the Alleged Breach for Alternative Dispute Resolution with the consent of:

- the Respondent and the Archery Victoria Board, in the case of Disciplinary Action;
- the Respondent, Complainant and Archery Victoria Board for a Complaint.

9.3 Warning Procedure

9.3.1 The Warning Procedure may only be chosen where an Alleged Breach concerns conduct that, in the opinion of the Decision Maker:

- is of a minor nature; and
- if substantiated, would likely only result in a warning being issued to the Respondent.

9.3.2 The Decision Maker may, in their absolute discretion, require the Complaints Manager to seek further information from any person, including conducting further investigation.

9.3.3 The Complaints Manager must notify the Respondent of the investigation, using the Warning of Breach Notice. The letter must contain the following information:

- Details of the conduct and how it is alleged to have breached a Relevant Policy, including the section(s) allegedly breached;
- That, without finding any breach to be established, Archery Victoria is minded to warn the Respondent that the allegations would constitute a breach of the Relevant Policy, if proven;
- An invitation to comment in writing as to whether such a warning should be issued or not; and
- The timeframe in which to provide comment.

9.3.4 If the Respondent does not respond to the invitation to comment within the timeframe specified, the Complaints Manager may issue a warning and notify the Respondent of that warning using the template letter set out in Formal Warning Notice.

9.3.5 The Decision Maker will take into account any comments provided by the Respondent in response to the notification. The Decision Maker will determine whether issuing a warning is appropriate based on the Respondent's comments and, if so, the Complaints Manager will notify the Respondent of that warning, using the template letter set out in Formal Warning Notice.

9.4 Breach Offer

9.4.1 If the Complaints Manager has determined a Breach Offer is the most appropriate Process, the Complaints Manager must refer the Alleged Breach to the Decision Maker, who must determine:

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- the applicable Sanction that may in the Decision Maker's opinion be likely to apply if the Alleged Breach (or a complaint of a similar nature) was proven; and
 - a discounted (reduced) Sanction to be offered to the Respondent, if any.

9.4.2 The Decision Maker may, at their absolute discretion, require the Complaints Manager to seek further information from any person to assist them to decide the appropriate Sanctions.

9.4.3 The Complaints Manager must issue the Respondent with a breach notice, using the Breach Notification. The breach notice will:

- Notify the Respondent of details of the Alleged Breach, including the alleged conduct and relevant section(s) of the Relevant Policy allegedly breached;
- State the proposed Sanction for the Alleged Breach and, if applicable, any proposed discounted Sanction;
- State that the Sanction is to be publicly disclosed (if applicable);
- State that the Respondent has a right to a hearing in relation to the Alleged Breach and/or the proposed Sanction;
- State that the Respondent may admit the Alleged Breach, waive their right to a hearing and accept the proposed Sanction or proposed discounted Sanction (if applicable);
- State that if the Respondent does not respond within 14 days of receipt of the Breach Notification, they will be deemed to have admitted the Alleged Breach, waived their right to a hearing and accepted the proposed Sanction;
- State that any response to the Breach Notification must be made to the Archery Victoria Board, and provide the Respondent with the contact details of the relevant Complaints Manager; and

9.4.4 In response to the breach notice, a Respondent may:

- Admit the Alleged Breach, waive their right to a hearing and accept the proposed Sanction or proposed discounted Sanction;
- Dispute the Alleged Breach and/or proposed Sanction, in which case the Alleged Breach will be referred to a Hearing Tribunal; or
- Not respond, in which case they will be deemed to have admitted the Alleged Breach, waived their right to a hearing and accepted the proposed Sanction.

9.4.5 A Respondent has 14 days from receipt of the Breach Notification to notify the Complaints Manager of their decision.

9.4.6 Where a Respondent admits the Alleged Breach, waives their right to a hearing and accepts the Sanction, or is deemed to have done so, the Complaints Manager must take all necessary steps to impose and implement the Sanction (if applicable) and proceed to finalising the matter.

9.5 External Referral

9.5.1 The Complaints Manager may, at any time before or while dealing with an Alleged Breach under this Policy, refer the Alleged Breach to an external organisation (such as Sport Integrity Australia, a law enforcement or regulatory authority, or child protection agency).

9.5.2 If an external referral is made, the Complaints Manager may suspend the chosen Process pending external resolution. The Complaints Manager must notify the Complainant (if any) and Respondent in writing of any such decision unless directed not to do so by the external referral organisation.

9.5.3 If the Process is suspended due to an external referral, the Complaints Manager must refer the Alleged Breach to the Decision Maker to determine whether any Provisional Action should be taken against the Respondent.

9.5.4 If the Alleged Breach is not resolved by the external referral organisation and is referred back to the Complaints Manager, the Complaints Manager may resume the Process.

9.6 Sanctions

9.6.1 Where a Respondent is found to have committed a breach of a Relevant Policy, the Decision Maker and the Hearing Tribunal (if applicable) have absolute discretion to determine the appropriate Sanction

imposed on a Respondent, including as to whether a combination of measures is to be imposed, and the terms and the period of any measures.

9.6.2 Without limiting the discretion of the Decision Maker, the Sanctions that may be imposed on a Respondent include, but are not limited to:

- A reprimand;
- Verbal or written apology;
- Direction to attend counselling or training to address their behaviour;
- Suspended sentence and/or good behaviour period;
- Removal of accreditation;
- Removal of awards (such as life membership);
- Exclusion from a particular event or events, competition or activity;
- Suspension of membership from Archery Victoria;
- Suspension from such activities or events held by or under the auspices of Archery Victoria;
- Suspension for a specified period and/or termination of any rights, privileges and benefits provided by Archery Victoria;
- Expulsion from Archery Victoria; and/or
- Any other form of discipline that is considered appropriate.

9.6.3 Without limiting the Decision Makers discretion, the following factors will be considered when determining the appropriate Sanction:

- The nature and seriousness of the behaviour or incidents;
- The considerations (if any) of the Complainant;
- The contrition, or lack thereof, of the Respondent;
- Any Provisional Action taken in relation to the Alleged Breach;
- The effect of the Sanction on the Respondent including any personal, professional or financial consequences;
- If there have been relevant prior warnings or disciplinary action against the Respondent; and
- If there are any aggravating or mitigating circumstances.
- If there is more than one breach of a Relevant Policy. Where appropriate, the Sanction may be imposed having regard to all of the breaches considered together, and the seriousness of the overall conduct in question.

9.6.4 Sanctions imposed under this Policy shall commence from the date of the decision, unless otherwise directed.

9.7 Recognition of decisions

Any Provisional Action or Sanction imposed under this Policy shall be recognised and respected by all Archery Victoria affiliated clubs automatically upon receipt of notice of the Provisional Action or Sanction without need for any further formality. Each Archery Victoria affiliated club shall take all steps legally available to it to enforce and give effect to the Provisional Action or Sanction.

10 Hearing Tribunals

10.1 Internal Tribunal

10.1.1 If an Internal Tribunal (Hearing Tribunal) is required, the Complaints Manager must convene an Internal Tribunal to:

- Determine whether the Provisional Action imposed is disproportionate; or
- Arbitrate the Alleged Breach, determine whether a Sanction be imposed and, if so, what the Sanction will be.

10.1.2 An Internal Tribunal convened under this clause will comply with the tribunal procedure outlined in Internal Tribunal Procedure.

10.2 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 0502-GN-A for the Internal Tribunal) and the Complaints Manager must, subject to any appeal under clause 7, comply with disputes records keeping identified in this Policy.

10.3 External Tribunals

If arbitration is sought in the National Sports Tribunal General Division, this should be done by contacting the National Integrity Manager, Archery Australia.

11. Appeals

11.1 Decisions subject to appeal: A decision of a Hearing Tribunal may be appealed as set out in this clause.

11.2. Persons entitled to appeal

The following persons are entitled to appeal the decision of a Hearing Tribunal under this Policy (each an Appellant):

- A Respondent;
- The Complainant; or
- Archery Victoria Board which has managed the Process that is the subject of the Hearing Tribunal.

11.3. Grounds of appeal

The decision of a Hearing Tribunal can only be appealed on the following Grounds of Appeal:

- The Hearing Tribunal failed to abide by this Policy and such failure resulted in a denial of natural justice; and/or
- The Decision Maker (including Hearing Tribunal), based on the material before them, could reasonably make such a decision.

11.4. Notice of appeal

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:

- Lodge the Notice of Appeal with the Complaints Manager at integrity@archeryvic.gov.au, notifying that they wish to appeal, stating in full their Grounds of Appeal, including any relevant documents as annexures.

11.4.1 If the appeal is to be made to the National Sports Tribunal, it must be made through Archery Australia by contacting integrity@archeryaustralia.gov.au.

11.5. Internal Appeals Tribunal

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. The procedure for an appeal in an Internal Appeals Tribunal will be in accordance with clause 7.4 outlined in 0502-GN-B Internal Appeals Tribunal Procedure.

11.6. Determination for Appeal Tribunal

The Appeals Tribunal's arbitration of the appeal:

- Must determine, to the Standard of Proof, whether one or both Grounds of Appeal are proven, and must not rehear the matter or the facts of the Alleged Breach; and
- May result in the Appeals Tribunal:
 - Dismissing the appeal;
 - Upholding the appeal;
 - Imposing any of the Sanctions set out in the Policy;
 - Reduce, increase or otherwise vary any Sanction imposed by the Hearing Tribunal, in such manner as it thinks fit.

11.7 Notification of Appeal Tribunal decision

The Appeal Tribunal will notify the parties to the proceeding of the decision in accordance with its relevant procedures, after which the Complaints Manager will proceed to finalise the matter in accordance with clause 12.3.

12. Finalising Alleged Breaches

12.1. Finalisation of Process

12.1.1 A Process will be finalised, and an outcome reached when:

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- Warning Procedure – when the Complaints Manager notifies the relevant parties of the determination;
 - Breach Offer – where the Respondent admits the Alleged Breach, waives their right to a hearing and accepts the Sanction, or is deemed to have done so;
 - Hearing Tribunal - where the parties to the proceeding are notified of the decision and no appeal has been filed; or
 - Appeal Tribunal - where the parties to the proceeding are notified of the decision.

12.1.2 Once the applicable Process has concluded, the decision is final and binding on all parties involved and there is no further right of appeal to any external body or tribunal.

12.2. Notification of outcome

12.2.1 When a Process is finalised, the Complaints Manager must notify the Complainant and Respondent of the outcome of an Alleged Breach in writing, unless otherwise provided for in this Policy.

12.2.2 If the dispute arose at the:

- Club level, the Complaints Manager must notify the relevant Club President and National Integrity Manager of Archery Australia; or
- State level, the Complaints Manager must notify National Integrity Manager of Archery Australia.

12.2.3 Archery Victoria Board at its discretion may disclose information from the Process to relevant parties.

12.3. Recording decisions and outcomes

12.3.1 The Archery Victoria Secretary shall keep records of all Alleged Breaches in keeping with the template Breach Notification, for a minimum of 7 years from the date that the Process is finalised for an Alleged Breach under this Policy. Records will include at a minimum a record, including dates where relevant, of:

- The Alleged Breach;
- The Complainant;
- The Respondent;
- The Process;
- The Outcome; and
- Any Sanctions and/or Provisional Action imposed.

12.3.2 Records must be maintained in a secure and confidential place, which may be in electronic format.

13. Interpretation and other information

13.1 Commencement

This Policy commences on the date outlined on the front cover.

13.2 Prior Alleged Breaches

Alleged Breaches relating to conduct which occurred prior to the Commencement Date:

- Must be dealt with under the policies and processes of Archery Victoria existing at the time the complaint was made, regardless of where that Complaint is at in that process;
- Where archery Victoria does not have a Relevant Policy, AA Policies will take precedent;
- Cannot be resubmitted to Archery Victoria under this Policy; and
- Are not subject to any appeal under this Policy.

13.3 Interpretation

13.3.1 Any document required to be provided under this Policy may be given by:

- sending it to an email or other electronic address, or to a postal address, nominated by the recipient party; or
- email, post or hand delivering it to that party's registered office.

13.3.2 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.

13.3.3 Clubs and Members are responsible for keeping their contact details up to date with Archery Victoria. Delivery to the last known address is sufficient in circumstances where the current whereabouts of a member is not known.

13.4 Amendment

13.4.1 Archery Victoria may amend this Policy from time to time and make the new version available on its website as soon as possible, including the date on which any amendments take effect.

13.4.2 Any Alleged Breach 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. Sanctions imposed under this Policy will continue until they are completed.

Archery Victoria and/or a Hearing Tribunal shall follow the principle that individuals are not to be punished more severely than they could have been under the Relevant policy in effect at the time of the Breach.