

SOUTHERN TOUCH ASSOCIATION



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1. ENTRIES

- 1.1 Southern Touch will set a close of entries date prior to the start of each season.
- 1.2 Southern Touch has the right to refuse entry to any club/side
- 1.3 Conditions may be put on the entry of any club/side
- 1.4 During the Summer Season, clubs registered under by-law 2.2 may not enter teams in the Southern Touch League men's and/or women's competitions unless the club has entered and fields teams in the respective Premier League men's and/or women's competitions in all Premier League divisions. If a club cannot enter teams in the Southern Touch League women's competition unless it has entered and fields teams in the Premier League women's division one and division two competitions.

2 GRADING

- 2.1 Clubs/teams must accurately forward any information requested by Southern Touch with entry.
- 2.2 Southern Touch reserves the right to grade any club/side into the division Southern Touch deems best for the association.
- 2.3 Southern Touch has the discretion to re-grade teams at any time during any competition, however the conclusion of round 4 is seen as preferable.
- 2.4 Divisions in the summer season and winter season competitions shall be Division 1, followed by Division 2, and so forth catering until the demands created by the number of teams entered are met.
- 2.5 During the summer season Premier League men's and women's Competitions, unless otherwise agreed by the Association and club, clubs registered under by-law 2.4 must field sides progressively through divisions, from division 1 down with a maximum of one side in each division.
- 2.6 During the summer season Premier League mixed competition, unless otherwise agreed by the Association and club, clubs registered under by-law 2.4 must field sides progressively through divisions, from division 1 down with one or two sides in each division.

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- 2.7 During the summer season Southern Touch League competitions and winter season competitions, teams shall be graded based on the standard and ability of the team, regardless of the team's club affiliation.
- 2.8 The number of teams in a division is not set, however 8-10 is preferable.
- 2.9 Grading policy item 2.6, rather than 2.7, shall apply to the 2007/08 Southern Touch League mixed competition season. (To be deleted as at 31st March 2008)

3. TEAM FEE PAYMENTS

3.1 PAYMENT SCHEDULE

- 3.1.1 Southern Touch will set team fees prior to the start of each season. Team fee payments are required in full by the conclusion of round 4 in any season, with at least \$100.00 payable prior to the close of entries for the season.

3.2 PENALTIES

- 3.2.1 Clubs/Teams failing to meet payment requirements shall be immediately deducted points until payment is made. Points will not be re-instated after payment.
- 3.2.2 Southern Touch may expel any club/team that fails to meet payment requirements.
- 3.2.3 Southern Touch may enforce the payment of outstanding team fees from previous competition that a club/team has participated in. Penalties 3.2.1 and 3.2.2 are applicable if payment is not made.

4. REFEREE PAYMENTS

4.1 Scale

- 4.1.1 Referees shall be paid the following amounts per game that they referee with a partner or in a three. Should the referee officiate in the game as a single referee, they shall receive double the normal payment.

Referee Badge Level	Payment Per Game
Unaccredited	\$5
1	\$9
2 and above	\$10

4.2 Penalties

- 4.2.1 A referee may be deducted match payments should any of the following occur.
- a) The referee fails to attend any match, for which they have been appointed not less than 1 week earlier through the normal association appointment procedure.
- b) A referee fails to give 24 hours notice they are unavailable to referee any match, for which they have been appointed not less than 1 week earlier through the normal association appointment procedure.

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Referees shall be deducted one match payment on the first occasion per season they breach either of the above, two match payments on the second occasion per season and so on to a maximum of four match payments per breach per season.

- 4.2.2 A referee may be deducted payment for any match that they have officiated in should any of the following occur.
- a) The referee did not wear complete and official referees uniform as instructed by the association.
 - b) The referee was late for the commencement of the game.

5. CRITERIA FOR REPRESENTATIVE PLAYERS FUNDING ASSISTANCE

The following player assistance is a guideline only. The Board of Management has total discretion over assistance given.

This criteria applies to all Tasmanian representatives at any level above 18 years of age and under, and National Touch League representatives. The level of assistance is accumulative on each criteria met by the player. (see example)

Assistance to Tasmanian representatives in any age division below and including 18 years of age and under will be \$30.00.

Assistance to Australian representatives shall be determined from time to time by the Board of Management.

50% of any player's assistance shall be forfeited if the player does not represent Southern Touch at the State Cup prior to the tournament the Tasmanian or Crusaders are participating at, unless the player's reason/s for being unable to participate at the State Cup are deemed appropriate by the Southern Touch Technical Director and General Manager.

Board of Management Member of Southern Touch \$50.00

President, Vice President, Secretary or Treasurer of \$50.00
any Southern Touch League registered club in the
current or immediately proceeding season according to the Club Registration Form submitted to
Southern Touch.

Players shall receive not assistance other than for the above unless they have refereed a minimum of sixteen matches in Southern Touch competitions in the previous months.

Active Referees:

Level 1 Badge	\$20.00
Level 2 Badge	\$25.00
Level 3 Badge	\$30.00
Level 4 Badge	\$40.00
Level 5 Badge	\$45.00

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Level 6 Badge \$50.00

*Level 1,2 & 3 referees maintain qualifications whilst active within Southern Touch.

*Level 4,5 & 6 referees must have been upgraded or re-assessed in the last 12 months or shall be regarded as inactive and receive Level 3 assistance.

*Referees shall be deemed as active if they have officiated in 50 or more games during the previous 12 month period.

Level 1 Referee Course Presenter \$25.00

Level 2 or 3 Referee Course Presenter \$40.00

*Level 1,2 & 3 course presenters must be active (assisting in, or conducted a course in the previous 12 month period) in that role with Southern Touch and/or the Tasmanian Touch Association.

Active Coaches:

Level 1 \$25.00

Level 2 \$40.00

Level 3 \$50.00

*Level 1,2 & 3 coaches must be actively coaching a team in the Southern Touch competition, a Southern Touch representative team or a Tasmanian team.

*The individual's Coaching Accreditation must be current.

Level 1 Coaching Course Presenter \$25.00

Level 2 or 3 Coaching Course Presenter \$40.00

*Level 1,2 & 3 course presenters must be active in that role (assisting in, or conducted a course in the previous 12 month period) with Southern Touch and/or the Tasmanian Touch Association.

Selectors:

Level 1 \$15.00

Level 2 \$20.00

Level 3 \$30.00

*Selectors must have held a selection role with Southern Touch during the previous 12 month period.

Example: Player A

No committee positions held - \$0

Level 1 referee who has officiated in 85 games in the previous 12 months - \$20.00

No referee presenter qualifications held - \$0

Level 2 coach who coaches a first division men's side in the STL - \$40.00.

Level 1 coaching course presenter however has not presented or assisted to present a course for 2 ½ years. - \$0

No selector qualifications held - \$0

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Total Assistance - \$60.00

Example – Player B

Treasurer Comets Touch Club - \$50.00

Level 3 referee who has officiated in 140 games in the last 12 months - \$30.00

Level 2 referee course presenter who has conducted 2 level 1 referee courses in the last 12 months - \$40.00

Level 2 coach and coached the Southern Touch mens under 20's at the state cup - \$40.00

No coaching presenter qualifications - \$0

Level 1 selector but has not held a position during the previous 12 months.

Total Assistance - \$160.00

6 STATE CUP SELECTION PROCEDURE

- 6.1 The Southern Touch Board of Management shall appoint a selection committee as required in item 21 of the Southern Touch constitution. The selection committee shall consist of the following for all teams;
- a) The Southern Touch Technical Director, who shall also be chairman of the committee.
 - b) An appointed selector. Southern Touch shall advertise this position and the Board of Management shall appoint the selector based on the experience and accreditation of the applicants. The Technical Director should provide a recommendation to the Board of Management on this appointment.
 - c) The coach of the relevant team.
- 6.2 Southern Touch shall advertise selections asking players to nominate for selection by a specified date determined by the Southern Touch Technical Director and General Manager.
- a) A player may not be selected in the Open Men or Open Women team if they are not a Premier League Player in the Southern Touch Competition. See Southern Touch Association By-Laws sections 16.1, 16.2, for definition of a premier league player.
- 6.3 The selection committee shall select teams for each division contested at the State Cup based on the performance of the nominated players within the Southern Touch competition/s.
- 6.4 In the event a player nominates for selection under guideline 6.2, the selection committee may not select any player it deems inappropriate for selection.
- 6.5 In the event insufficient or suitable nominations are received for one or more team/s, the selection committee and coach of the relevant team/s may identify and approach any player deemed appropriate to participate in the team/s.

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- 6.6 Following selection of teams, a training schedule will be established by the coach of each team in conjunction with Southern Touch.
- 6.7 Any player who fails to meet the training requirements of their team may be removed from the team by the coach with the agreement of the selection committee. The selection committee shall determine whether the player can be considered for selection for any other team in the same year.
- 6.8 Players must participate in the team in which they are selected by the selection committee.

7. STATE CUP COACHES

7.1 APPOINTMENT

- 7.1.1 The Southern Touch Board of Management shall appoint coaches for all teams to compete at the Tasmanian State Cup. If deemed appropriate, assistance coaches may also be appointed.
- 7.1.2 Coaches may be appointed for one or two years. In the event a coach is appointed for two years, a review shall be completed by Southern Touch after the first year in the role.
- 7.1.3 Southern Touch may remove a coach from their role after one year of a two-year appointment if the Board of Management believes after conducting a review of the coaches' performance that it is not in the best interests of Southern Touch that the coach remains in place for the final year of the appointment.

7.2 COACH REVIEW

- 7.2.1 Southern Touch shall complete a review of the performance of all coaches at the conclusion of the Tasmanian State Cup. The review will consist of all/part of the following:
 - a) Review of coaching assessments completed by the ATA or TTA.
 - b) Review of player's coach evaluations, evaluations to be completed by the players after the tournament and returned to Southern Touch and are strictly confidential.
 - c) Interview between the coach and all/part of the Southern Touch Board of Management.

8. MEMBER PROTECTION POLICY

PART I – INTRODUCTION

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- 2. Who does this Policy Apply to?
- 3. What is the Status of this Policy?
- 4. What do Words in this Policy Mean?
- 5. Responsibilities under this Policy

PART II – PREVENTATIVE ACTION

- 6. What is Screening?
- 7. Prohibited Person Declaration

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PART III – BREACHES

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9. What is Discrimination?
10. What Other Misconduct is a Breach?
11. Codes of Behaviour
12. What is a Breach of this Policy?
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ATTACHMENTS

Attachment A	Policy Definitions
Attachment B	Codes of Behaviour
Attachment C	Prohibited Person Declaration

PART I – INTRODUCTION

This Part sets out the purpose of this Policy, who it applies to, when it commences, what words mean and who has responsibilities under the Policy.

1 What is the Purpose of this Policy?

- 1.1 The purpose of this Policy is to provide guidelines for the protection of the health, safety and well being of all Southern Touch members and those who participate in the activities of Southern Touch.
- 1.2 This Policy sets out the procedures to be followed in dealing with Harassment and other forms of inappropriate behaviour in an effective, appropriate and timely manner. The Policy provides a procedure for informal and formal resolution of complaints.

2 Who does this Policy Apply to?

- 2.1 This Policy applies to the following:
 - (a) persons appointed or elected to boards of directors, executives and/or committees (including sub-committees) of Southern Touch;
 - (b) employees of Southern Touch;
 - (c) officials appointed or elected by Southern Touch in relation to players and/or teams which represent such organisations including team management personnel such as managers and physiotherapists;
 - (d) coaches (including assistant coaches) who:
 - (i) are appointed and/or employed by Southern Touch (whether paid or unpaid); or
 - (ii) have an agreement (whether or not in writing) with Southern Touch to coach at a facility owned or managed by such organisation;
 - (e) referees, and other officials involved in the regulation of the sport appointed by Southern Touch;
 - (f) players who enter any tournament, activity or events (including camps, training sessions, etc) which are held or sanctioned by Southern Touch;
 - (g) any other person or organisation, who or which is, a member of, or affiliated to Southern Touch (including life members);
 - (h) any other person or organisation (for example, a parent/guardian, spectator or sponsor) who or which agrees, in writing or otherwise (whether on a ticket, entry form, etc) to be bound by this Policy.

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3 What is the Status of this Policy?

- 3.1 This Policy is issued by Southern Touch under the authority of the Board of Management.
- 3.2 Except to the extent outlined in clause 3.3, this Policy comes into force on 1st September 2003.
- 3.3 The reference to Complaints in Part III shall only include Complaints, which arise out of incident(s) occurring on or after 1st September 2003 unless the Complaint is of Harassment in which case it must arise out of an incident(s), which occurred on or after 1st September 2003.
- 3.4 This Policy may be changed from time to time by resolution of the Board of 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 Attachment A and Attachment A will form part of this Policy.

5 Responsibilities under this Policy

- 5.1 Southern Touch must:
- (a) adopt and comply with this Policy;
 - (b) recognise and enforce any penalty imposed under this Policy;
 - (c) publish, distribute and promote this Policy (and any amendments made to it from time to time) to their members in the manner required by the Southern Touch Board of Management and make this Policy available for inspection, or provide a copy;
 - (d) make such amendments to their constitution, rules or by-laws in order for this Policy to be enforceable, as required by Southern Touch;
 - (e) use any forms, contracts and clauses prescribed by Southern Touch in order to give effect to this Policy in such documents as contracts, entry forms and player registration forms, as directed by Southern Touch;
 - (f) appoint and train at least one Member Protection Officer and one Mediator or have access to such persons in another sport to fulfil the functions set out in clauses 14, 15 and 16, and to publish and display the names and contact details of such persons to their members;
- 5.2 All other organisations and persons (for example, administrators, employees, officials, coaches, players, parents) to which this Policy applies, must:
- (a) comply with this Policy;
 - (b) comply with the Codes of Behaviour (as applicable).
- 5.3 The Board of Management and General Manager of Southern Touch are responsible for taking all reasonable steps to ensure implementation, compliance and enforcement of this Policy.

PART II – PREVENTATIVE ACTION

This Part sets out the requirement for mandatory screening and declarations for certain roles.

6 What is Screening?

- 6.1 One of the ways Southern Touch seek to protect the health, safety and well being of people participating in their activities is to screen people for certain roles.
- 6.2 Screening (as set out in clause 6.4) is **mandatory** for Southern Touch for Preferred Applicants and Existing Appointees in the following types of roles:
- (a) coaches who are appointed or seeking appointment (whether employed, contracted or otherwise) by Southern Touch for **reward**;
 - (b) volunteer personnel appointed or seeking appointment by Southern Touch, who will or are likely to travel away with teams of players **under** 18 years of age; and

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- (c) persons appointed or seeking appointment by Southern Touch to a role in which that person is likely to have individual and unsupervised contact with players **under** 18 years of age.
- 6.3 Screening is **highly recommended**, but not mandatory, for Preferred Applicants and Existing Appointees in the following types of roles:
- (a) volunteer coaches appointed or seeking appointment by Southern Touch who will or are likely to travel away with teams of players **over** 18 years of age; and
 - (b) persons appointed or seeking appointment by Southern Touch to a role in which that person is likely to have contact with players **under** 18 years of age but where such contact is supervised at all times by another adult.
- 6.4 For the purposes of this Policy, screening shall mean:
- (a) Checking the Preferred Applicant's referees;
 - (b) Interviewing the Preferred Applicant as to their suitability for the proposed role and their suitability for involvement with children under 18 years of age; and
 - (c) Obtaining a Police Check of Preferred Applicants and Existing Appointees. Individuals appointed to a position for over one year must complete the screening process annually.
- 6.5 Checking the Preferred Applicant's referees includes making verbal or written inquiries of their nominated referees (preferably at least 2) as to the Preferred Applicant's suitability for the proposed role and their suitability for involvement with children under 18 years of age.
- 6.6 The purpose of a Police Check is to see whether the person has any previous relevant criminal convictions. If the Police Check reveals that the person has committed any criminal offences then the following applies:
- (a) If the offence (whenever it occurred) is one involving dishonesty, drugs, violence, a serious sex offence (see clause 7.2), assault against a person or an offence which in any way involved persons under 18 years of age, then:
 - (i) in the case of a Preferred Applicant, they must not be appointed to the role;
 - (ii) in the case of an Existing Appointee, steps must be taken to transfer the person to another role which is not set out in clause 6.2 or if no such alternatives exist, to end the appointment of the person. **Note: legal advice should be sought before the process of termination begins.**
 - (b) If the offence is one other than those in clause 6.6(a), such as an offence to property or a minor traffic offence, then the Preferred Applicant may be appointed, subject to satisfaction of any other criteria for the role.
- 6.7 All persons to whom this Policy applies must agree to the completion of a Police Check of them by Southern Touch by providing Southern Touch with a copy of their police record if they apply for or currently hold a role of the type set out in clause 6.2. The Police Check must be obtained, in the case of:
- (a) a Preferred Applicant, prior to the appointment;
 - (b) an Existing Appointee, by 1st November 2003.
- 6.8 Where a Police Check has been obtained under this Policy, another organisation which is required to screen may, for the purposes of clause 6.4, obtain a copy of the Police Check, provided the consent of the person is obtained and the Police Check was obtained in the last year.
- 6.9 If a Preferred Applicant or Existing Appointee is not willing to agree to a screening, Southern Touch shall:
- (a) in the case of a Preferred Applicant, not appoint the person to any of the roles;
 - (b) in the case of an Existing Appointee, steps must be taken to transfer the person to another role which is not set out in clause 6.2 or if no such alternatives exist, to end the appointment of the person. **Note: legal advice should be sought before the process of termination begins.**

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- 6.10 All information obtained during the course of screening (including any Police Check) must be kept confidential to the persons or committee within Southern Touch who has been delegated the task of investigating and/or making the appointment for the role. Information collected during screening about a person who is not appointed to the role must be returned to the Preferred Applicant and not retained unless the Preferred Applicant agrees.
- 6.11 Successful Preferred Applicants or Existing Appointees must immediately advise, in writing, the President (or in their absence their Nominee) of the organisation that appointed them if they are convicted of a criminal offence.
- 6.12 Screening under this Policy is **not** a replacement for any similar requirement prescribed by law. If State screening legislation sets an equivalent or higher standard of screening to that set under this Policy, the requirement to screen under this Policy need not be followed as it would be superseded by any similar requirement prescribed by law.

7 Prohibited Person Declaration

7.1 In addition to screening, Southern Touch require a Prohibited Person Declaration of all Preferred Applicants and Existing Appointees appointed to a role set out in clause 7.3.

7.2 In this Policy, the following words shall mean:

'Prohibited Person' means a person who has been convicted of a Serious Sex Offence.

'Prohibited Person Declaration' means a declaration in relation to Serious Sex Offences as set out in Attachment F.

'Serious Sex Offence' means an offence involving sexual activity or acts of indecency including but not limited to:

- Rape
- Indecent assault
- Sexual assault
- Assault with intent to have sexual intercourse
- Incest
- Sexual penetration of child under the age of 16
- Indecent act with child under the age of 16
- Sexual relationship with child under the age of 16
- Sexual offences against people with impaired mental functioning
- Abduction and detention
- Procuring sexual penetration by threats or fraud
- Procuring sexual penetration of child under the age of 16
- Bestiality
- Soliciting acts of sexual penetration or indecent acts
- Promoting or engaging in acts of child prostitution
- Obtaining benefits from child prostitution
- Possession of child pornography
- Publishing child pornography and indecent articles.

7.3 It is **mandatory** for Southern Touch to obtain a Prohibited Person Declaration from Preferred Applicants and Existing Appointees in the following types of roles:

- (a) coaches who are appointed or seeking appointment (whether employed, contracted or otherwise) by Southern Touch for **reward**;
- (b) volunteer personnel appointed or seeking appointment by Southern Touch, who will or are likely to travel away with teams of players **under** 18 years of age; and
- (c) persons appointed or seeking appointment by Southern Touch to a role in which that person is likely to have individual and unsupervised contact with players **under** 18 years of age.

7.4 It is a breach of this Policy for a Prohibited Person to work or seek work in the roles set out in clause 7.3.

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- 7.5 It is also a breach of this Policy for Southern Touch to:
- (a) in the case of a Preferred Applicant, appoint the Preferred Applicant in any of the roles set out in clause 7.3 without first obtaining a Prohibited Person Declaration or to appoint a Preferred Applicant who is a Prohibited Person;
 - (b) in the case of an Existing Appointee, to continue to appoint a Prohibited Person in the roles set out in clause 7.3.
- 7.6 The Prohibited Person Declaration must be obtained, in the case of:
- (a) a Preferred Applicant, prior to the appointment;
 - (b) an Existing Appointee, by 1st November 2003
- 7.7 If the Prohibited Person Declaration is not provided in accordance with clause 7.6, or the Prohibited Person Declaration reveals that the person is a Prohibited Person, Southern Touch must:
- (a) in the case of a Preferred Applicant, not appoint the person to any of the roles set out in clause 7.3;
 - (b) in the case of an Existing Appointee, steps must be taken to transfer the person to another role which is not set out in clause 7.3 or if no such alternatives exist, to end the appointment of the person. **Note: legal advice should be sought before the process of termination begins.**
- 7.8 All information in the Prohibited Person Declaration must be kept confidential to the persons or committee within Southern Touch who has been delegated the task of requesting and reviewing the Prohibited Person Declaration.
- 7.9 Successful Preferred Applicants or Existing Appointees must immediately advise, in writing, the President (or in their absence their Nominee) of the organisation that appointed them, upon becoming a Prohibited Person.
- 7.10 Obtaining a Prohibited Person Declaration under this Policy is **not** a replacement for any similar requirement prescribed by law. If State legislation sets an equivalent or higher standard to that set under this Policy the requirement to obtain a Prohibited Person Declaration under this Policy need not be followed, as it would be superseded by any similar requirement prescribed by law.

PART III – BREACHES

This Part outlines what constitutes a breach of this Policy.

8 What is Harassment?

- 8.1 Harassment is any behaviour by a person or organisation to whom this Policy applies which is offensive, abusive, belittling or threatening and which is directed at a person or a group of people because of a particular characteristic of that person or group of people. The behaviour must be unwelcome and the sort of behaviour a reasonable person would recognise as being unwelcome and likely to cause the recipient to feel offended, humiliated or intimidated. Whether or not the behaviour is Harassment is determined from the point of view of the person receiving the Harassment.
- 8.2 Harassment includes:
- (a) Sexual Harassment (clauses 8.3 to 8.6);
 - (b) Racial Harassment (clauses 8.7 and 8.8);
 - (c) Sexuality Harassment (clauses 8.9 to 8.11);
 - (d) Disability Harassment (clauses 8.12 and 8.13);
 - (e) Abuse (clauses 8.14 to 8.16);
 - (f) Vilification (clause 8.18); and
 - (g) Discrimination (clause 9).

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8.3 Sexual Harassment includes:

- (a) an unwelcome sexual advance; or
- (b) an unwelcome request for sexual favours; or
- (c) any unwelcome conduct of a sexual nature (including a statement, orally or in writing, of a sexual nature),

where the person being harassed felt offended, humiliated or intimidated and this was reasonable in the circumstances.

8.4 Sexual Harassment is often, but need not be, behaviour which either:

- (a) involves blackmail, in that the harassment is accompanied by a direct or implied threat, promise or benefit. For example, a coach who implies that a player's selection to a team is dependent on compliance with a sexual proposition; or
- (b) creates a hostile or sexually permeated environment, in that the harassment consists of crude remarks, jokes, the display of offensive material or makes the environment uncomfortable.

8.5 Examples of Sexual Harassment may include:

- Uninvited touching, kissing, embracing, massaging;
- Staring, leering, ogling;
- Smutty jokes and comments;
- Persistent or intrusive questions about people's private lives;
- Repeated invitations to go out, especially after prior refusal;
- The use of promises or threats to coerce someone into sexual activity;
- The display of sexually explicit material, eg Internet use, computer screen savers, calendars, posters;
- Getting undressed in front of others of the opposite sex;
- Invading the privacy of others while showering or toileting;
- Photographing others while undressing, showering or toileting.

8.6 Sexual Harassment may be a criminal offence, for example indecent assault, rape, obscene telephone calls or letters. If you believe that a criminal offence may have been committed you may seek advice from the relevant State authority that administers the relevant law, or legal advice and/or notify the police. You can do this without divulging the name or identity of the complainant.

8.7 Sexual behaviour of any kind between an adult and a minor must be reported to the appropriate authorities.

8.8 Racial Harassment includes harassment based on colour, descent, national or ethnic origin, cultural activity and sometimes religion.

8.9 Examples of Racial Harassment include:

- Jokes in which race is a significant characteristic of the 'butt' of the joke;
- Hostile comments about food eaten, dress or religious or cultural practices;
- Inferences that all members of a racial or cultural group have particular negative characteristics, such as laziness, drunkenness, greed or sexual promiscuity;
- Parodying accents.

8.10 Sexuality Harassment includes harassment based on actual or assumed homosexuality, heterosexuality, bi-sexuality or transsexuality.

8.11 Examples of Sexuality Harassment include:

- Jokes in which sexuality is a significant characteristic of the 'butt' of the joke;
- Hostile comments about assumed sexual practices or social activities.

8.12 In severe cases, such as threats or acts of violence against a homosexual person, Sexuality Harassment may be a criminal offence. If you believe that a criminal offence may have been committed you may seek advice from

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the relevant State authority that administers the relevant law or legal advice and/or notify the police. You can do this without divulging the name or identity of the complainant.

8.13 Disability Harassment includes harassment based on physical, mental or psychological disability or harassment of an associate or aide of a person with a disability.

8.14 Examples of Disability Harassment include:

- Jokes where a particular disability is a significant characteristic of the 'butt' of the joke;
- Interfering with a disability aid, (eg hearing aid);
- Obstructing a person in a manner that compounds his or her disability, (eg putting obstacles in the path of a person with a vision impairment);
- Mocking a person's disability;
- Hostility based on assumed AIDS or HIV infection.

8.15 Abuse may be a form of Harassment. It includes:

- (a) physical abuse, (eg assault);
- (b) emotional abuse, (eg blackmail, repeated requests or demands, excluding someone or 'bastardisation' practices);
- (c) neglect, (eg failure to provide the basic physical and emotional necessities of life);
- (d) abuse of power, which the harasser holds over the harassed.

Examples of relationships in (d) that involve a power disparity include a coach–player, manager–player, employer–employee, doctor–patient. People in such positions of power need to be particularly wary not to exploit that power.

8.16 Examples of abusive behaviour include:

- Bullying and humiliation of players by coaches;
- Verbal abuse and insults directed by players or parents at opposing participants;
- Verbal and/or physical abuse of umpires by players and coaches.

8.17 Some forms of Abuse may constitute a criminal offence, for example assault and child abuse. If you believe that a criminal offence may have been committed you may seek advice from the relevant State authority that administers the relevant law or legal advice and/or notify the police.

8.18 Racial Vilification involves a person inciting hatred towards, serious contempt for, or severe ridicule of, a person or group of persons by public act. Public acts that may amount to vilification include any form of communication to the public and any conduct observable by the public.

8.19 Racial or other forms of Vilification are breaches of this Policy where they are based on any of the attributes or characteristics set out in clause 9.2.

9 What is Discrimination?

9.1 Discrimination is treating or proposing to treat a person less favourably than someone else in certain areas of public life on the basis of an attribute or personal characteristic they have.

9.2 The applicable attributes or characteristics are:

- Age;
- Disability;
- Marital status;
- Parental/Carer status;
- Physical features;
- Political belief/activity;
- Pregnancy;
- Race;
- Religious belief/activity;
- Sex or gender;

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- Sexual orientation;
- Transgender orientation.

9.3 The areas in which Discrimination under this Policy are not permitted are in:

- (a) employment (including unpaid employment) by Southern Touch;
- (b) the provision of goods and services by Southern Touch;
- (c) the selection or otherwise of any person for competition or a team (domestic or international) by or on behalf of Southern Touch;
- (d) the entry or otherwise of any player or other person to any competition held or sanctioned by Southern Touch (note the exception in clause 9.9);
- (e) obtaining or retaining membership (including the rights and privileges of membership) of Southern Touch.

9.4 Not only is Discrimination unlawful, but Southern Touch also consider it is unjust because it may deny people a chance by judging them on the basis of stereotypes or assumptions about what they can or cannot achieve.

9.5 Discrimination includes direct Discrimination and indirect Discrimination. Direct Discrimination occurs if a person treats, or proposes to treat, someone with an attribute or characteristic (as outlined in clause 9.2) less favourably than the person treats or would treat, someone without that attribute or characteristic, in the same or similar circumstances. Indirect Discrimination occurs where a person imposes or intends to impose a requirement, condition or practice, which on its face is not discriminatory, but has the effect of discriminating against a person(s) with a particular attribute.

9.6 Requesting, assisting, instructing, inducing or encouraging another person to engage in Discrimination, is also Discrimination.

9.7 Any behaviour or conduct that is Discrimination under any Federal or State legislation is also Discrimination for the purposes of this Policy.

10 What Other Misconduct is a Breach?

10.1 Conduct by persons to whom this Policy applies which is not Harassment and which (if committed) is a breach of this Policy, (referred to as 'Other Misconduct') means and includes the following:

- (a) Conduct which occurs on the field of play or on the site of any tournament, event or activity held or being attended by Southern Touch, which brings the sport and/or Southern Touch into disrepute;
- (b) Damage to property which occurs during or in connection with a tournament, event or activity held or being attended by Southern Touch;
- (c) If the person is under 18 years of age, consuming alcohol during or in connection with a tournament, event or activity held or being attended by Southern Touch except where such consumption is expressly permitted or authorised by Southern Touch;
- (d) Being drunk or disorderly during or in connection with a tournament, event or activity held or being attended by Southern Touch;
- (e) Consuming, or aiding and abetting the consumption of, illegal drugs during or in connection with a tournament, event or activity held or being attended by Southern Touch;
- (f) If the person is under 18 years of age, breaching a curfew imposed by Southern Touch during a tournament, event or activity held being attended by Southern Touch;
- (g) Disruptive or disorderly behaviour during or in connection with a tournament, event or activity held or being attended by Southern Touch;
- (h) Committing a criminal offence or any other unlawful activity during or in connection with a tournament, event or activity held or being attended by Southern Touch;
- (i) Incurring debts (eg telephone or accommodation charges) on behalf of Southern Touch during or in connection with a tournament, event or activity held or being attended by Southern Touch where such debts were or are not authorised by Southern Touch.

10.2 **Victimisation** occurs where a person is subject to, or is threatened to suffer, any detriment or unfair treatment, because that person has or intends to pursue their legal rights under anti-harassment or anti-discrimination legislation or under this Policy.

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11 Codes of Behaviour

11.1 To protect the health, safety and well being of all the people participating in the activities of Southern Touch, Southern Touch has developed Codes of Behaviour. The Codes of Behaviour are set out in Attachment B and Attachment B will form part of this Policy.

12 What is a Breach of this Policy?

12.1 It is a breach of this Policy for any person to whom this Policy applies:

- (a) Fail to comply with any of the responsibilities set out in clause 5;
- (b) Breach any part of the Codes of Behaviour;
- (c) Appoint, or continue to appoint, a person to a role set out in clause 6.2:
 - (i) without first undertaking screening (see clause 6.4); and
 - (ii) where the Police Check reveals the person has committed an offence of the type set out in clause 6.6(a);
- (d) Appoint, or continue to appoint, a person to a role set out in clause 7.3:
 - (i) without first obtaining a Prohibited Person Declaration; or
 - (ii) where the Prohibited Person Declaration reveals the person is a Prohibited Person;
- (e) Where the person is a Prohibited Person, to work or seek work in the roles set out in clause 7.3;
- (f) Engage in any form of Harassment;
- (g) Engage in behaviour set out in clause 10;
- (h) Make a frivolous, vexatious or malicious Complaint under this Policy;

12.2 Any circumstances that may be a breach may be the subject of a Complaint.

13 Complaint Resolution Procedure

13.1 Any person or organisation may make a complaint about a person or organisation to whom this Policy applies, if they consider that person or organisation has, or may have, committed a breach of any part of this Policy (a 'Complaint').

13.2 **The Complaint always belongs to the complainant**, who will determine how their Complaint is dealt with. The Complaint will not be divulged to another person without the complainant's agreement, except in the case where a person is required by law to report the matter to governmental authorities (for example, in the case of suspected child abuse).

13.3 It is recommended that Complaints are handled, as far as possible, at an informal level. A commonsense, low-key approach is often far more satisfactory to the complainant and to the person complained about.

13.4 The **four principles of case handling** will apply at every stage of these procedures. This means that all responsible persons will handle all cases:

- promptly,
- seriously,
- sensitively and
- confidentially.

14 Informal Complaint Resolution Procedure

14.1 A person or organisation that has a Complaint ('a complainant') may seek to resolve the Complaint informally. It is hoped the complainant will make an initial approach to a Member Protection Officer within Southern Touch or within the sports industry.

If the complainant makes an approach to:

- (a) The Chairman or General Manager (or in their absence their Nominee) of Southern Touch; or
- (b) another appropriate person within the organisation (eg team manager, coach etc)

then it is desirable that the person also seeks the advice of an MPO who has been especially trained for this purpose.

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If there are no trained (or available) MPOs on staff or within the organisation's membership, it is recommended access to a trained MPO working in an allied sport be obtained via the Australian Sports Commission Ethics in Sport Unit.

- 14.3 Member Protection Officers will:
- (a) listen to the complainant in an empathetic, supportive manner;
 - (b) inform the complainant about their possible options; and/or
 - (c) act as a support person for the complainant, including supporting them through any mediation process undertaken to resolve the Complaint, if the complainant wishes.
- 14.4 The Member Protection Officer will:
- (a) keep the matter confidential and only discuss it with those people whom the complainant has authorised them to speak to about the Complaint; and/or
 - (b) inform the relevant governmental authority, if required by law; and
 - (c) consult by seeking advice from the relevant State authority that administers the relevant law;
- 14.5 If the complainant wishes to try and resolve the Complaint by mediation, the Member Protection Officer will, in consultation with the complainant, arrange for a mediator (either the Mediator of Southern Touch, or a relevant third person) to mediate the Complaint.
- 14.6 While there are some trained Mediators in Tasmania, organisations are encouraged to access mediation skills from their community (eg. alternative dispute resolution services), to seek advice from the relevant State authority that administers the relevant law or to contact the ASC where a case presents particular difficulties. The Australian Sports Commission Ethics in Sport Unit can provide access to trained Mediators from a range of sporting organisations.
- 14.7 The Mediator shall:
- (a) notify the person complained about that an informal Complaint has been made and provide them with details of the Complaint;
 - (b) attempt to mediate a resolution between the complainant and the person complained about.
- 14.8 If an agreed resolution is reached between the complainant and the person complained about, the Complaint shall be deemed to have been resolved and no further action in relation to that Complaint may be taken (except for that which is agreed) under this Policy.
- 14.9 If following the process in clause 14.6 the Complaint is not resolved informally, the complainant may make a formal Complaint under clause 15.
- 14.10 Nothing in this Policy prevents the complainant taking action under State or Federal legislation.
- 14.11 It is not necessary to provide a written Complaint under Clause 14.
- 15 Formal Complaint Resolution Procedure**
- 15.1 In order for a Complaint to be dealt with in accordance with this clause, a Complaint is usually made in writing (however it need not be called or referred to as a Complaint).
- 15.2 A written Complaint must be made to one of the following people:
- (a) a Member Protection Officer of Southern Touch. (A list of the Member Protection Officers must be made available to any person requesting such list); or
 - (b) the Chairman or General Manager (or in their absence their Nominee) of Southern Touch.

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- 15.3 If a person listed in clause 15.2 receives a Complaint and that Complaint alleges Harassment or Discrimination, then they should ensure that the complainant is offered the services of a Member Protection Officer who will offer services as set out in clauses 14.3 and 14.4.
- 15.4 If the complainant wishes to proceed to resolve the Complaint by formal mediation, the Member Protection Officer shall immediately notify the Mediator of Southern Touch that a Complaint has been made and provide them with a copy of the written Complaint. If an attempt to mediate informally was made under clause 14.5, the Mediator under this clause cannot be the same person.
- 15.5 The Mediator shall:
- (a) notify the person complained about, in writing, that a Complaint has been made and provide them with a copy of the written Complaint;
 - (b) attempt to mediate a formal resolution between the complainant and the person complained about.
- 15.6 If an agreed resolution is reached between the complainant and the person complained about, the Complaint shall be deemed to have been resolved and no further action in relation to that Complaint may be taken (except for that which is agreed) under this Policy.
- 15.7 If following the process in clause 15.5 an agreed resolution is **not** reached, the Mediator, in consultation with the complainant and following their wishes, will:
- (a) refer the Complaint to the Southern Touch Board of Management for them to resolve or arbitrate as they see fit; or
 - (b) refer the Complaint to the relevant State authority that administers the relevant law; or
 - (c) close the Complaint because that is the wish of the complainant.
- 15.8 If a complainant withdraws the Complaint (which alleges Harassment), no further action in relation to that Complaint may be taken (unless required by law) under this Policy.
- 15.9 Nothing in this Policy prevents the complainant taking action under State or Federal legislation.

16 Suspected Breaches

- 16.1 If a Complaint is not received, but the Chairman or General Manager or in their absence their Nominee or a Member Protection Officer of Southern Touch receives information (whether or not in writing) which gives them reasonable cause to suspect that a breach of this Policy may have been committed, then he or she shall do the following:
- (a) if the information gives them reasonable cause to suspect a breach of this Policy involving Harassment or Discrimination, then such person shall use their reasonable endeavors to advise the person who is suspected of being subject to Harassment, of the complaints procedures under this Policy, including the services provided by a Member Protection Officer; or
 - (b) if the information gives them reasonable cause to suspect a breach of this Policy other than Harassment or Discrimination, then he or she shall refer the information the Board of Management for further action.
- 16.2 Except as otherwise provided in this Policy, all information obtained by the Chairman or General Manager, their Nominee, the Member Protection Officer, the Mediator or the Hearings Convenor in accordance with this clause must be kept confidential.

17 Determinations

- 17.1 Where Southern Touch receives:

- (a) a Complaint referred to it under clause 15.4 or 15.7; or
- (b) information referred to it under clause 16.1(b),

the responsible officer shall follow the procedures set out in this clause.

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17.2 Upon receipt of the Complaint or the information, the responsible officer shall as soon as possible determine what needs to be done. They will do this by:

- (a) consulting with the complainant and with any Member Protection Officers or Mediators who have already been involved and if relevant, with the person complained about;
- (b) making a determination on the case which may include, but is not limited to, the following:
 - (i) refer the Complaint to the relevant State authority that administers the relevant law;
 - (ii) disciplinary action or imposition of a penalty (see clause 18);
 - (iii) a new, or further, attempt at mediation;
 - (iv) closure; or
 - (v) any other relevant determination;
- (c) provided that any persons involved in the determinations do not include a person who would, by reason of their relationship with the complainant or the person complained about, be reasonably considered to be other than impartial.

17.3 **Frivolous, vexatious or malicious Complaints** are unlawful. If, at any point in the Complaint proceedings, it is determined that the Complaint was, indeed, frivolous, vexatious or malicious, then the matter will be referred to Southern Touch and the Board of Management will make a determination as at clause 17.2(b). Such a determination will always consider referral to the State authority that administers the relevant law (noting that in all jurisdictions such unlawful actions are punishable by a fine or gaol sentence).

18 What Penalties may be Imposed?

18.1 If Southern Touch and/or responsible officer considers that a person to whom this Policy applies, has breached this Policy, it may impose any one or more of the following penalties:

18.1.1 For breaches committed by individual persons:

- (a) direct that the offender attend counselling to address their conduct;
- (b) recommend that the Southern Touch Board of Management terminate the appointment of the role which the offender holds with such organisation;
- (c) where there has been damage to property, direct that the offender pay compensation to the relevant organisation which controls or has possession of the property;
- (d) impose a monetary fine;
- (e) impose a warning;
- (f) in the case of a coach, direct the relevant organisation to de-register the accreditation of the coach for a period or indefinitely;
- (g) withdraw any awards, placings, records won in any tournaments, activities or events held or sanctioned by Southern Touch;
- (h) direct the offender to repay all or part of any financial assistance (excluding any fee for service, wages or expenses) given to them by Southern Touch, an Affiliated Club or any other organisation which has provided funding;
- (i) any other such penalty Southern Touch considers appropriate.

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ATTACHMENT A

POLICY DEFINITIONS

'Abuse' means a form of Harassment, as more specifically set out in clauses 8.15 to 8.17.

'Australian Sports Commission' means the government agency established under the *Australian Sports Commission Act 1989* and includes the Australian Institute of Sport.

'Codes of Behaviour' means the codes of behaviour developed and issued by Southern Touch as set out in Attachment B.

'Complaint' means a complaint made under clauses 13 to 15.

'Constitution' means the statement of purposes and rules or constitution Southern Touch as amended from time to time.

'Disability Harassment' means a form of Harassment, as more specifically set out in clauses 8.13 and 8.14.

'Discrimination' means a form of Harassment, as more specifically set out in clause 9.

'Existing Appointee' means a person currently elected, appointed or holding a position, whether by way of employment, contract or otherwise and whether paid or unpaid.

'Harassment' has the meaning set out in clause 8.

'Mediator' means a person appointed in accordance with clause 5.1(f) to mediate disputes and concerns in relations to Complaints under this Policy.

'Member Associations' means those entities that are members of Southern Touch in accordance with its Constitution.

'Member Protection Officer' means a person appointed in accordance with clause 5.1(f), who may be the first point of contact for someone bringing a Complaint under this Policy.

'Police Check' means a police records check, which conducts a search on a national basis.

'Policy' and **'this Policy'** means this Member Protection Policy.

'Preferred Applicant' means a person short-listed for a position, whether by way of employment, contract or otherwise and whether paid or unpaid.

'Racial Harassment' means a form of Harassment, as more specifically set out in clauses 8.8 and 8.9.

'Sexual Harassment' means a form of Harassment, as more specifically set out in clauses 8.3 to 8.6.

'Sexuality Harassment' means a form of Harassment, as more specifically set out in clauses 8.10 to 8.12.

'their Nominee' means the person who is, under the constitution of the relevant organisation, empowered to act in the President's absence.

'Vilification' may constitute a form of Harassment or Discrimination, as more specifically set out in clause 8.18.

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ATTACHMENT B

General Code of Behaviour

As a member of Southern Touch, or a person required to comply with this policy, you must meet the following requirements in regard to your conduct during any activity held or attended by Southern Touch and in any role you hold within Southern Touch:

- (a) Respect the rights, dignity and worth of others
- (b) Be fair, considerate and honest in all dealing with others
- (c) Be professional in, and accept responsibility for your actions
- (d) Make a commitment to providing quality service
- (e) Be aware of, and maintain an uncompromising adherence to, Southern Touch's standards, rules, regulations and policies.
- (f) Operate within the rules of the sport including national and international guidelines, which govern Southern Touch.
- (g) Do not use your involvement with Southern Touch to promote you own beliefs, behaviours or practices where these are inconsistent with those of Southern Touch.
- (h) Demonstrate a high degree of individual responsibility especially when dealing with persons under 18 years of age, as your word and actions are an example
- (i) Avoid unaccompanied and unobserved activities with persons under 18 years of age, wherever possible.
- (j) Refrain from any form of harassment of others.
- (k) Refrain from any behaviour that may bring Southern Touch into disrepute.
- (l) Provide a safe environment for the conduct of the activity.
- (m) Show concern and caution towards others who may be sick or injured.
- (n) Be a positive role model.
- (o) Understand the repercussions if you breach, or are aware of any breaches of this Code of Behaviour.

Administrator Code of Behaviour

In addition to Southern Touch' General Code of Behaviour, you must meet the following requirements in regard to your conduct during any activity held or under the auspices of Southern Touch and in your role as and administrator of Southern Touch.

- (a) Be fair, considerate and honest in all dealing with others.
- (b) Be professional in, and accept responsibility for your actions. Your language, presentation, manners and punctuality should reflect high standards.
- (c) Resolve conflicts fairly and promptly through established procedures.
- (d) Maintain strict impartiality.
- (e) Be aware of your legal responsibilities

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Coach Code of Behaviour

In addition to Southern Touch's General Code of Behaviour, you must meet the following requirements in regard to your conduct during any activity held or under the auspices of Southern Touch and in your role as a coach appointed by Southern Touch.

- (a) Treat all players with respect at all times. Be fair, considerate, honest and consistent with them.
- (b) Refrain from conduct, which could be regarded as harassment towards your players and other coaches, officials and parents.
- (c) Do not tolerate acts of aggression.
- (d) Provide feedback to players and other participants in a manner sensitive to their needs. Avoid overly negative feedback.
- (e) Recognise players' right to consult with other coaches and advisors. Cooperate fully with other specialists (eg sports scientists, doctors and physiotherapists)
- (f) Treat all players fairly within the context of their sporting activities, regardless of gender, race, place of origin, athletic potential, colour, sexual orientation, religion, political beliefs, socio-economic status and other conditions.
- (g) Encourage and facilitate players' independence and responsibilities for their own behaviour, performance, decisions and actions.
- (h) Involve the players in decisions that affect them.
- (i) Encourage players to respect one another and to expect respect for their worth as individuals regardless of their level of play.
- (j) Ensure that the tasks/training set are suitable for age, experience, ability and physical and psychological conditions of the players.
- (k) Ensure any physical contact with players is appropriate to the situation and necessary for the player's skill development.
- (l) Be acutely aware of the power that you as coach develop with your players in the coaching relationship and avoid any sexual intimacy with players that could develop as a result.
- (m) Avoid situations with your players that could be construed as compromising
- (n) Actively discourage the use of performance enhancing drugs, the use of alcohol and tobacco and illegal substances.
- (o) Do not exploit any coaching relationship to further personal, political, or business interests at the expense of the best interest of your players.
- (p) Accept and respect the role of officials in ensuring that competitions are conducted fairly and according to established rules.
- (q) Know and abide by rules, regulations and standards, and encourage players to do likewise. Accept both the letter and spirit of the rules.
- (r) Be honest and ensure that qualifications are not misrepresented.

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Player Code of Behaviour

In addition to Southern Touch's General Code of Behaviour, as a player/participant in any activity held or under the auspices of Southern Touch you must meet the following requirements in regard to your conduct during any such activity or event.

1. Respect the rights, dignity and worth of fellow players, coaches, officials and spectators.
2. Refrain from conduct that could be regarded as harassment towards fellow players and coaches.
3. Do not tolerate acts of aggression.
4. Respect the talent, potential and development of fellow players and competitors.
5. Care for and respect the equipment provided to you as part of your program.
6. Be frank and honest with your coach concerning illness and injury and your ability to train fully the program requirements.
7. At all times avoid intimate relationships with your coach.
8. Conduct yourself in a professional manner relating to language, temper and punctuality.
9. Maintain high personal standards at all times
10. Abide by the rules and respect the decision of the official, making all appeals through the formal process and respecting the final decision.
11. Be honest in you attitude and preparation to training. Work equally hard for yourself and your team.
12. Cooperate with coaches and staff in development of programs to adequately prepare you for competition at the highest level.

Official Code of Behaviour

In addition to Southern Touch's General Code of Behaviour, you must meet the following requirements in regard to your conduct during any activity held or sanctioned by Southern Touch in your role as an official appointed by Southern Touch.

1. Place the safety and welfare of the players/participants above all else.
2. Accept responsibility for all actions taken.
3. Be impartial.
4. Avoid any situation, which may lead to a conflict of interest.
5. Be courteous, respectful and open to discussion and interaction.
6. Value the individual in sport.
7. Encourage exclusivity and access to all areas of officiating.

Parent/Guardian Code of Behaviour

In addition to Southern Touch's General Code of Behaviour, as a parent/guardian of a player/participant in any activity held by or under the auspices of Southern Touch, you must meet the following requirements in regard your conduct during any such activity or event;

1. Remember that your child participates in sport for their own enjoyment, not your.
2. Focus on your child's efforts and performance rather than winning or losing.
3. Never ridicule or yell at your child and other children for making a mistake or losing a competition.
4. Show appreciation for good performance and skilful plays by all players (including opposing players).
5. Respect officials' decisions and teach children to do likewise.
6. Do not physically or verbally abuse anyone associated with the sport (player, coach, umpire etc)
7. Respect the rights, dignity and worth of every person regardless of their gender, ability, cultural background or religion.

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Spectator Code of Behaviour

In addition to Southern Touch's General Code of Behaviour, as a spectator in any activity held by or under the auspices of Southern Touch, you must meet the following requirements in regard your conduct during any such activity or event;

1. Applaud good performance and efforts from all players and teams. Congratulate all players on their performance regardless of the game's outcome.
2. Respect the decisions of officials and teach young people to do the same.
3. Never ridicule or scold a young player for making a mistake. Positive comments are motivational.
4. Condemn the use of violence in any form, whether it is by other spectators, coaches, officials or players.
5. Show respect for your team's opponents. Without them there would be no game.
6. Encourage player to follow the rule and officials' decisions.
7. Do not use violence, harassment or abuse in any form (ie do not use foul language, sledge or harass players, coaches, officials or other spectators).
8. Respect the rights, dignity and worth of every person regardless of their gender, ability, cultural background or religion.

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ATTACHMENT C

PROHIBITED PERSON DECLARATION

The Southern Touch Member Protection Policy makes it a breach of the policy for a Prohibited Person (defined as a person who has been convicted of a Serious Sex Offence) to work or seek work in the following roles:

- coaches who are appointed or seeking appointment (whether employed, contracted or otherwise) for reward;
- volunteer personnel appointed or seeking appointment, who will or are likely to travel away with teams of players under 18 years of age; and
- persons appointed or seeking appointment to a role in which that person is likely to have individual and unsupervised contact with players under 18 years of age.

The Southern Touch Member Protection Policy also makes it a breach of the policy to appoint, or continue to appoint, a person to a role set out above:

- without first obtaining this declaration; or
- where this declaration reveals the person is a Prohibited Person.

The Southern Touch Member Protection Policy defines a Serious Sex Offence to mean an offence involving sexual activity or acts of indecency including but not limited to:

- Rape
- Indecent assault
- Sexual assault
- Assault with intent to have sexual intercourse
- Incest
- Sexual penetration of child under the age of 16
- Indecent act with child under the age of 16
- Sexual relationship with child under the age of 16
- Sexual offences against people with impaired mental functioning
- Abduction and detention
- Procuring sexual penetration by threats or fraud
- Procuring sexual penetration of child under the age of 16
- Bestiality
- Soliciting acts of sexual penetration or indecent acts
- Promoting or engaging in acts of child prostitution
- Obtaining benefits from child prostitution
- Possession of child pornography
- Publishing child pornography and indecent articles.

Declaration

I am aware that I am ineligible to work or seek work in the roles set out above if I have been convicted of a Serious Sex Offence, as defined in the Southern Touch Member Protection Policy.

I have read and understood the above information in relation to the Southern Touch Member Protection Policy and understand my responsibilities and obligations under it.

I declare that I am not a person prohibited under the Southern Touch Member Protection Policy from working or seeking work in the roles set out above.

I acknowledge that I am required to advise the Chairman or General Manager of the organisation appointing me, immediately upon becoming a Prohibited Person.

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Name

Signature

Date

Note: Seek legal advice if you are unsure of your status.

Parent/Guardian Consent (in respect of person under the age of 18 years)

I have read and understood the declaration provided by my child. I confirm and warrant that the contents of the declaration provided by my child are true and correct in every particular.

Name

Signature

Date

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9. OCCUPATIONAL HEALTH & SAFETY POLICY

LIFING

One person lift:

1. Stand as close to the load as possible, feet spread apart;
2. Bend at the knees – keep back straight and stomach tucked in;
3. Grasp the load firmly;
4. Lift smoothly with your legs;
5. Hold the load close to the centre of your body.

Alternate one person lift:

1. Stand as close to the object to be lifted as you can;
2. Bend at the knees if you can – or brace yourself by putting your knees against a solid object;
3. Bend at the hips, keeping your head and back in a straight line;
4. Lift gradually and smoothly, using legs, buttocks and stomach muscles.

Carrying

1. Keep the load close – take advantage of the mechanical leverage of your body;
2. Don't change your grip – unless the weight is supported;
3. Avoid twisting your body – if you must change direction – move your feet first;
4. Don't block your vision – by carrying too large a load – get help if you need it;
5. Face the spot the load will rest on by turning your feet and whole body in that direction.

Unloading

1. Bend your knees – to lower the load – keep your back straight and close to your body;
2. Be careful with fingers and toes – allow enough room for them when the load is set down;
3. Slide the load into tight places – it's much easier and safer than trying to lift it;
4. Place the load on a bench or table by resting it on the edge and pushing it forward with your arms and legs.

Special Lifts

One Arm Load

1. Brace your body with the opposite arm, if possible;
2. Reach for the load – bend at the knees and waist – keep your back straight;
3. Grasp the load firmly (use a handle);
4. Lift with your legs – use the free arm for balance;
5. Keep your shoulders level, switch hands regularly.

Awkward Objects

1. Stand over one corner of the load, with your feet spread apart;
2. Grasp the bottom inside and top outside corners;
3. Bend your knees and lift, keeping the same grip.

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Team Lift

1. Work with someone of similar build and height, if possible;
2. Choose one person to call the signals;
3. Lift from the hips at the same time, then raise the load to the desired level;
4. Move smoothly and in unison.

Overhead Lifts

Lifting to:

1. Lighten the load if possible;
2. Stand on something sturdy with one foot in front of the other;
3. Get help if the load is heavy or awkward.

Lifting from:

1. Test the load's weight by pushing up. Will the load shift if you lift it?
2. Stand as close to the load as possible;
3. Grasp the object firmly, sliding it down your body;
4. Get help if necessary.

10 CHILDREN PLAYING IN ADULT COMPETITIONS

Southern Touch endorses the Australian Sports Commission (ASC) principle associated with junior sport (under 18 years) competition:

“The level of competition must be appropriate to the age and development of the individual”
(National Junior Sport Policy, 1991)

Definitions:

Juniors are under 18 years

Youth are aged 13-18 years, which corresponds to the secondary years of education

Children are aged from 5 years to 12 years which corresponds to the primary years of education

Policy

1 Southern Touch adopts the National Junior Sport Policy

1.1 Appropriate Sports. Competitions for children under 10 should involve only modified sports (Touch). This is, children under the age of 10 cannot participate in adult Touch competitions.

2. That children between the ages of 10 and 12 should, in most circumstances, only participate in modified Touch, for example “AusTouch”.

2.1 Under certain circumstances, Southern Touch may approve upon written application, the participation of children aged 10-12 in adult competition, providing all the following criteria are met:

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- There is no reasonable access to modified Touch for this child or children
- That the environment is conducive to the emotional, social and physical well-being of that child or children
- Parental/Adult supervision must occur at all times
- Opposition teams are informed of the child or children participating

If one of more of these criteria cannot be met then the child or children will not be permitted to participate in adult Touch competitions conducted by Southern Touch.

11 CLUB FUNDRAISING POLICY

- 11.1** All registered clubs wishing to undertake fundraising activities/events at Southern Touch venues during Southern Touch competition times must have written approval prior to commencing the activity. This approval must be sought from the Southern Touch General Manager or Association Board Member. Only registered clubs may undertake fundraising activities/events at Southern Touch venues during Southern Touch competition times.
- 11.2** Clubs must complete an "Application for Fundraising Approval" form and submit to Southern Touch no later than 14 days prior to the proposed event. This form must be forwarded the Southern Touch General Manager of Board Member for approval. Clubs will then receive written confirmation of the application. Southern Touch reserves the right to place conditional approval to any application.
- 11.3** Should a club breach the fundraising policy agreement between Southern Touch Inc. and the club the association may withhold an amount of cash from the clubs end of year Club Reward Payment.