

OCEAN GROVE PLAYERS CODE OF CONDUCT

OCEAN GROVE FOOTBALL AND NETBALL CLUB (“OGFNC”) PLAYERS’ CODE OF CONDUCT

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OCEAN GROVE FOOTBALL AND NETBALL CLUB PLAYERS CODE OF CONDUCT

1. Introduction

1.1 *Commitment and consultation*

The Ocean Grove Football and Netball Club (“OGFNC”) represents OGFNC Players participating in the Bellarine Football League (“BFL”) and Bellarine & District Netball Association (“BDNA”) competitions. The OGFNC and its members are committed to promoting the positive image of BFL and BDNA Players and their professional and proper conduct.

With these aims in mind, the OGFNC has agreed to formulate this Code of Conduct (“the Code”) for its players.

1.2 Purpose

The Code seeks to promote and strengthen the good reputation of Australian Rules Football and Netball, the OGFNC the BFL and the BDNA by establishing standards of performance and behaviour for OGFNC players. The primary focus of the Code is to educate Players on the importance of maintaining appropriate standards and to provide further education, counselling and other assistance to Players whose conduct does not conform to the appropriate standard and on the adverse affect such conduct may have on the standing and reputation of the game, the OGFNC, the BFL, the BDNA and the player himself/herself.

Subject to any obligations set out within this Code, an OGFNC Player is entitled to have his/her privacy including that of his/her family and friends respected whenever possible.

Where a Player’s conduct attracts some form of discipline under this Code, it is the intention that Club Management and Leadership Group representatives have regard to the desire to impose Alternative Sanctions (as defined in clause 9 of this Code) rather than monetary forfeitures wherever practicable.

It is important to note that under the OGFNC Player Contract conduct of a serious nature can lead to a player being delisted by his Club or summarily dismissed, but that the parties are also desirous of utilising Alternative Sanctions where appropriate, to ensure that any sanctions to be imposed on OGFNC Players are commensurate to the conduct that places them in breach of this Code, and/or OGFNC Rules and Regulations, and/or Team Rules and that there is also an educational and remedial slant to the sanctions applicable to breaches.

2. Player Responsibilities

2.1 Behaviour

OGFNC Players aspire to the highest standards of sportsmanship and professional conduct.

OGFNC Players must conduct themselves in a manner so as not to bring Australian Rules football, netball, the BFL and BDNA and other BFL and BDNA Players into disrepute.

This clause applies to a Player’s behaviour which:

- (i) occurs during the course of any match, training session, Club or OGFNC function, camp or tour, including travelling to and from related commitments; or

- (ii) involves public comment or comments made to the media; or
- (iii) involves criminal conduct which directly impacts in a material way upon the Player's ability to perform his duties as an Australian Rules footballer or netballer or impacts upon the reputation of the OGFNC or the BFL or BDNA in any way; or
- (iv) involves conduct deemed by his OGFNC Club and the Club's Leadership Group (or senior players of the Club if no such group exists) in accordance with clause 5 of this Code to be have brought the BFL, the BDNA and/or the OGFNC into disrepute.

2.2 *Playing*

OGFNC Players must not wilfully engage or participate in any activity which may cause or aggravate any injury or illness and which prevents OGFNC Players from playing BFL Football or BDNA Netball to the best of the individual's ability.

2.3 *Fitness*

OGFNC Players must present themselves at all OGFNC Matches, OGFNC Club training sessions and other related activities in an acceptable state of fitness.

An acceptable state of fitness may be determined by the OGFNC.

2.4 *Attendance and apparel*

OGFNC Players must (unless granted express permission otherwise or provide an explanation satisfactory to the OGFNC) attend when selected, and attend punctually, all BFL and BDNA Matches, Club training and related events.

An OGFNC Player must wear appropriate apparel as directed by the committee during all BFL and BDNA Matches, OGFNC training, BFL and BDNA functions and OGFNC functions when carrying out his/her obligations as a member.

2.5 *Functions*

OGFNC Players must (unless granted express permission otherwise) attend three mandatory social events as advised during the year.

During such BFL, BDNA and OGFNC functions, OGFNC Players must wear appropriate apparel.

2.6 *Property*

OGFNC Players must show due regard for the property and facilities of the BFL and BDNA, OGFNC and staff of those bodies and the property, facilities and staff of other providers (including hotel, bus and aeroplane operators) which an

OGFNC Player may utilise during any authorised activities in which the OGFNC Player may be engaged.

Where an OGFNC Player breaches this provision, he may be required to pay the relevant person or body an amount equivalent to the cost of repairing or replacing the damage the Player caused to the property and/or facility.

2.7 Confidentiality of Club Information

OGFNC Players must maintain the confidentiality of all material provided in confidence by the OGFNC to Players. Such material may without limitation include details of training methods, coaching manuals, team selections and records of a confidential nature of the OGFNC.

3. Team Rules

3.1 Development of Team Rules

The OGFNC may, after consultation with its Player Leadership Group (where such a group exists) and the senior coach of the OGFNC, introduce team rules which are supplementary to this Code and do not replace or extend the general obligations on OGFNC Players as set out in this Code (“Team Rules”).

Such Team Rules shall only deal with the detailed requirements of the Club specific to the general Player responsibilities set out in clause 2 above.

3.2 Notification of Team Rules and Club Policies

When the OGFNC seeks to introduce Team Rules or Club Policies it shall be obliged to outline such rules or policies to a meeting of players and provide a copy of the rules or policies to each Player prior to such Team Rules coming into effect.

4. OGFNC Player Rules, Regulations, Codes and Policies

It is noted that certain obligations are imposed upon OGFNC Players, such obligations are set out in Schedule A to this Code.

5. Discipline

5.1 Minor Breaches

- (a) Except where clause 5.2 applies, where an OGFNC Player’s conduct breaches a provision of this Code (including a Team Rule) the disciplinary action to be taken by the OGFNC shall be determined by the Player Leadership Group (to be approved by OGFNC Committee, whose approval may not be unreasonably withheld), or where no Player Leadership Group exists, by the OGFNC Committee in consultation with senior players.

Examples of conduct which should be dealt with under this provision

include but are not limited to:

- (i) being late for or failing to attend a training, rehabilitation or weight session;
 - (ii) being late for a match;
 - (iii) missing a function or promotional appearance;
 - (iv) missing a medical or physiotherapy appointment;
 - (v) wearing incorrect apparel; and
 - (vi) other conduct of a similar nature or having similar effect.
- (b) In determining the disciplinary action to be taken under the Code, the Player Leadership Group of the OGFNC shall take into account the following matters:
- (i) the seriousness of the breach;
 - (ii) whether the offence has been repeated by the Player; and
 - (iii) the appropriateness of Alternative Sanctions (as defined in clause 9) to monetary forfeitures.
- (c) Where monetary forfeitures are imposed, the amount of the forfeiture shall be no greater than:
- (i) 1st breach Forfeiture of up to \$50
 - (ii) Other breaches Forfeiture of up to \$200

5.2 Serious or Persistent Breaches

- (a) Where a breach/es of a provision/s of the Code involves:
- (i) a serious breach of the provisions of the Code;
 - (ii) persistent failures by a Player to adhere to the provisions of this Code; or
 - (iii) public conduct by a Player that brings the OGFNC the BFL and the BDNA into disrepute;
- the disciplinary action to be taken by OGFNC shall be determined by the OGFNC Committee and, except in exceptional circumstances, such determination shall be made in consultation with the Club's Player Leadership Group or senior players where no Player Leadership Group exists.
- (b) In determining the disciplinary action to be taken under the Code, the OGFNC Committee shall take into account the following matters:
- (i) the seriousness of the breach;
 - (ii) the extent to which the OGFNC Player's breach brings the BFL the BDNA or the OGFNC into disrepute;

- (iii) the Player's role in the events that led to the breach and any mitigating circumstances (if any);
 - (iv) whether the offence is part of a persistent course of conduct by the Player;
 - (v) the income of the Player;
 - (vi) whether the Player has received any other form of sanction for the conduct; and
 - (vii) the appropriateness of Alternative Sanctions or omission from BFL matches as alternatives to monetary forfeitures.
- (c) Where monetary forfeitures are imposed by the Club, the amount of the forfeiture shall be for:
- (i) 1st breach Forfeiture of up to \$1000
 - (ii) Other breaches Forfeiture ranging from \$1000 to \$2,000

5.3 Forfeitures

- (a) The maximum allowable amount that the OGFNC may withhold from amounts which are due to the relevant Player for breach of this Code are specified in this Code.
- (b) The amounts that may be forfeited by an OGFNC Player are not cumulative.
That is, a single act by an OGFNC Player may breach several clauses of this Code, but the forfeiture of monetary amounts must be no more than the highest single, applicable maximum.
- (c) Where an OGFNC Player breaches this Code in a manner which amounts to non-performance of the obligations under his/her Playing Contract, the OGFNC shall be entitled to withhold from any amount due to the Player the amount applicable to the breach as provided in this Code.
- (d) Where in any one year an amount/s is forfeited by an OGFNC Player under this Code, the Club and the Player shall immediately prior to the end of the relevant year enter into a Variation of Payment Agreement recording the reduction.
- (e) The OGFNC may, in its absolute discretion, suspend the imposition of a

sanction to be imposed on a Player for a breach of the Code, provided that the Club gives written notice to the Player of his breach of the Code, details of the intended sanction and the circumstances under which it might be imposed in the future.

6. Dispute Resolution Procedure

- (a) Before seeking formal review as provided in sub-clause (b) below, the OGFNC must undertake to fully investigate, consider and, if so requested by the relevant Player, review its decision to impose a disciplinary measure on a Player for breach of this Code.
- (b) If such informal review fails to satisfactorily resolve the Player's dispute, the relevant Player may formally appeal (within 72 hours from the date of the OGFNC's decision to impose a disciplinary measure) to a Dispute Resolution Panel.
- (c) The Dispute Resolution Panel shall consist of the President of the OGFNC (or other OGFNC appointee), a delegate from the Player Leadership Group, and a third party appointed by the mutual agreement of the OGFNC and the Player Leadership Group.
- (d) The Dispute Resolution Panel must conduct a fresh investigation of the alleged breach by the relevant Player and form its own view about the appropriate disciplinary measure, if any, to be taken. Its decision must be made within 72 hours from the date when the relevant Player first instituted his appeal and must be communicated in writing to the Player.
- (e) The decision of the Dispute Resolution Panel shall be final and binding on the relevant Player.
- (f) The time limits set out in this clause may be extended by agreement between the Player and the OGFNC.
- (g) For the avoidance of doubt, the intention of this clause and the Dispute Resolution Panel is to include a third party independent of the original decision that has been made in relation to a breach of the Code by a Player.

7. Relationship between the Code and Other Instruments/Documents

Where an OGFNC Player breaches the provisions of this Code, the OGFNC may, if it decides to take any action, only take action against the Player under either the Code or the Player's Contract but not both.

Notwithstanding the provisions of this clause, the OGFNC shall be entitled to withhold any amount forfeited for breach of this Code.

8. Confidentiality of Code Matters

The OGFNC and the OGFNC Players must use their best endeavours to ensure that any matters arising out of or relating to alleged conduct of an OGFNC Player in breach of this Code (including but not limited to details of any sanction imposed, unless otherwise mutually agreed between the OGFNC and the Player) shall remain confidential and are not disclosed to any third party unless expressly agreed to by the relevant Club and Player concerned.

For the avoidance of doubt, all parties agree that the confidentiality intended to be protected by this provision does not preclude the OGFNC or Player announcing to a third party that there has been a breach of the Code and that it has been dealt with by the OGFNC and the Player and the manner by which it has been dealt with.

9. Definitions

Unless the contrary intention appears, the following words have the meanings set out below:

- (a) "Alternative Sanctions" means requiring an OGFNC Player to do, any one or more of the following in lieu of a monetary forfeiture as prescribed by this Code:
 - (i) attend a promotional event or Club activity;
 - (ii) provide a community service;
 - (iii) attend a football clinic;
 - (iv) specific performance of the activity, service or commitment not undertaken by the Player; and/or
 - (v) attend or perform any other similar event or activity as agreed between the OGFNC Player and the OGFNC.

As a general rule, the sanction of an additional appearance at a promotional event or football clinic should only apply where the Player

has missed such an activity.

- (b) “Player Leadership Group” means the group of OGFNC Players in the OGFNC appointed by the Club or elected within the Club to provide leadership to the playing group within the Club and/or to be focal point for consultation on behalf of the playing group with the Club.

SCHEDULE “A”

Racial and Religious Vilification

OGFNC Players must refrain from making any comment that vilifies or tends to vilify persons on the basis of their race, religion, colour, sex, sexual orientation or other related characteristics.

Substance Abuse

OGFNC Players must refrain from the taking of illicit and/or performance-enhancing Substances.

Public Comment

OGFNC Players must not make adverse public comments concerning BFL and BDNA Umpires or decisions made by BFL and BDNA Umpires during BFL and BDNA Matches.

OGFNC Players must not make any public comments whatsoever concerning any aspect of a BFL or BDNA Tribunal hearing, either before or after such hearing, even if the OGFNC Player is personally involved in such hearing.

Respect and Responsibility

The OGFNC has a commitment to providing safe and supportive environments for women within football and the broader community.