



**Disputes and Disciplinary Policy**  
**Archery New Zealand Incorporated**

## 1. TITLE

### 1.1 The Policy:

- a. Is made by the Board under clause 9.9 of the Constitution and Section 7 of the Administration Rules;
- b. Shall be called the Archery New Zealand Disputes and Disciplinary Policy (“Disputes and Disciplinary Policy” or “Policy”).

## 2. COMMENCEMENT DATE

2.1 This Policy came into force on 12th October 2019 (“Commencement Date”). It was updated in April 2021. It shall continue in force until such time as it is revoked by the Archery NZ Board.

## 3. DEFINITIONS

3.1 The words and phrases used in this Policy shall have the same meaning as defined in the Constitution, unless otherwise specified.

3.2 In this Disputes and Disciplinary Policy, the following words have the following meanings:

- a. **Administration Assistant** means the Administration Assistant of Archery NZ;
- b. **AGM** means a general meeting of Archery NZ;
- c. **Anti-Doping Rule Violation** has the meaning given by the Sports Anti-Doping Rules;
- d. **Anti-Match Fixing** means influencing the course or the result of a match in order to obtain an advantage for yourself or for others;
- e. **Archery NZ** means Archery New Zealand Incorporated;
- f. **Board** means the Board of Archery NZ as defined by the Constitution;
- g. **Board Member** means a member of the Board of Archery NZ;
- h. **Board Chair** means the Chair of the Board of Archery NZ;
- i. **Child** means person 16 years of age or under;
- j. **Code of Conduct** means the Archery NZ Code of Conduct and Team Agreement approved by the Board and as amended by the Board from time to time;
- k. **Complainant** means the party who makes the complaint;
- l. **Constitution** means the Constitution of Archery NZ in force and as amended from time to time;
- m. **Chairperson** means the Chairperson of the Disciplinary Panel;
- n. **DFSNZ** means Drug Free Sport NZ;
- o. **Day** means Monday to Friday 8.30am - 5pm excluding public holidays;
- p. **General Manager** means the General Manager of Archery NZ;

- q. **IOC** means the International Olympic Committee;
- r. **Mediation** - Mediation is a legal way to resolve a conflict without going to a hearing;
- s. **Member** has the meaning given by the Constitution;
- t. **Member Protection Policy** means the Archery NZ Member Protection Policy approved by the Board and as amended from time to time;
- u. **Misconduct** means, but shall not be restricted to, situations where a Member:
  - i. breaches any provision of the Laws of the Sport;
  - ii. deliberately loses or attempts to lose a Match or plays unfairly;
  - iii. breaches the Anti-Match Fixing Policy;
  - iv. at any event, function or activity of Archery NZ, either verbally, text, email, traditional media or social media uses any profane, indecent or improper language;
  - v. at any time or place engages in offensive or insulting behaviour towards Archery NZ Member or any person acting for or on behalf of Archery NZ;
  - vi. breaches:
    - (i) any provision of the Constitution;
    - (ii) any Regulations or policies of Archery NZ, including the Team Code of Conduct and Agreement and Member Protection Policy;
    - (iii) any decision of a General Meeting, the Archery NZ Board or a Disciplinary Panel or any decision of any equivalent bodies at any Club;
  - vii. acts in a manner which brought, or could bring, Archery NZ into disrepute;
  - viii. acts in a manner unbecoming of a Member, or which is prejudicial to the Objects of Archery NZ;
  - ix. Abuses equipment, including but not limited to throwing or breaking a bow
  - x. fails or refuses, for a period of one calendar month to pay any fine or monetary penalty imposed by Archery NZ or any authority under the jurisdiction of Archery NZ; and/or
  - xi. aids or abets any of the conduct specified in (i.) to (x.) above.
- v. **NZOC** means the New Zealand Olympic Committee;
- w. **Panel** means the Disciplinary Panel;
- x. **Panel Member** means a Member of the Disciplinary Panel;
- y. **Privacy Officer** means the person appointed as Privacy Officer by the Board and who oversees the Member Protection Policy;
- z. **Respondent** means the person or club the complaint is about;
- aa. **Support person for a Child** means an Adult who will be present for any questioning, mediation or hearing that involves the child;
- bb. **Team Agreement** means the Archery NZ Team Agreement and Code of Conduct;
- cc. **WA** means World Archery, the international governing body for Archery;

dd. **WADA** means the World Anti-Doping Agency.

#### 4. OBJECTIVES

4.1 The Objectives of the Disputes and Disciplinary Policy are:

- a. To determine alleged breaches of the Code of Conduct;
- b. To determine alleged breaches of the Member Protection Policy;
- c. To resolve disputes that arise between Members.

#### 5. DISCIPLINARY PANEL

5.1 The Panel will be made up of Three (3) suitable members, appointed as required by the Board.

5.2 Selection of panel members shall be based on relevant experience and/or professional expertise in relation to the matter to be considered. It is advisable but not mandatory that at least one person on the panel be a lawyer. A suitable person, independent of Archery NZ, and even the sport of archery, may be appointed.

5.3 One of the members shall be appointed as the Chairperson of the panel by the Board. At least 2 members of the panel shall be members of Archery NZ. The make-up of the panel will consider skills, gender, ethnicity and geographic location appropriate to the matter.

5.4 Where a Board Member is the complainant or has an interest in any matter to be considered, that member must not participate in the selection of the panel.

5.5 Any proposed member of the disciplinary panel who has an interest in any matter to be considered by the panel must declare that interest prior to any appointment and be precluded from any participation in any disciplinary process. A replacement shall be appointed by the Board.

5.6 The Disciplinary Panel shall have jurisdiction to hear and determine allegations of misconduct where a formal written complaint is received from a source such as Archery NZ Member, The Board of Archery NZ, District Association, Club, Official or member of the public.

5.7 **No Personal Liability:** No Panel Member will be personally liable for any act done or omitted to be done by a Disciplinary Panel or any Panel Member in good faith in pursuance or intended pursuance of the functions, duties, powers, or authorities as specified in this Policy.

5.8 **Expenses and Remuneration:** Archery NZ may:

- a. pay for, or reimburse Panel Members for, reasonable travelling and other expenses incurred in the course of performance of duties as a Panel Member, provided that where remuneration occurs, the expenses have been approved in advance by the Archery NZ Board; and
- b. in its discretion remunerate a Panel Member for services provided.

## 6. WHEN THE DISPUTES AND DISCIPLINARY POLICY APPLIES

- 6.1 **Resolution in Club at first instance:** Subject to rules 6.2 and 6.3 below, disputes between Members of the same club shall be dealt with in the first instance by the Club whose Member is in breach or between whose Members the dispute has arisen.
- 6.2 In relation to alleged breaches of the Code of Conduct and/or Member Protection Policy, this Disputes and Disciplinary Policy shall only apply where:
- a. The alleged breach is by a member of Archery NZ; or
  - b. The alleged breach is by a member of an Archery NZ Representative Team including officials; or
  - c. The Board considers in its sole discretion that the breach is of such severity and significance to the sport of archery that it should be determined under this Disputes and Disciplinary Policy.
- 6.3 In relation to disputes that arise between Members, this Disputes and Disciplinary Policy shall only apply where:
- a. The dispute involves an important activity or responsibility of Archery NZ and which the Board considers in its discretion is of such importance or is causing such a level of disruption to Members or activities of Archery NZ that it must be addressed; AND
    - i. The dispute is not able to be resolved at Club level; or
    - ii. One of the parties to the dispute is a Club associated with Archery NZ.; or
    - iii. An individual is a member of Archery NZ, but not a member of a club.
- 6.4 **Doping:** This Disputes and Disciplinary Policy does not apply to Anti-Doping Rule Violations for which the provisions of any WA, WADA, IOC or DFSNZ anti-doping rules and / or the Sports Anti-Doping Rules shall apply to Members.
- 6.5 **Selection appeals:** This Disputes and Disciplinary Policy shall not apply to appeals against:
- a. A Member's non-selection or appointment to a New Zealand archery team;
  - b. A Member's non-nomination or non-selection to a New Zealand Olympic or Commonwealth Games Team.
- 6.6 **Rule Violations:** this Disputes and Disciplinary Policy does not apply to Tournament Rule Violations for which the provisions of:
- a. Judge's rulings; and / or
  - b. World Archery rules shall apply to Members.
- 6.7 **Violations under the The Crimes Act 1961:** this Disputes and Disciplinary Policy does not apply to Violations of the Crimes Act 1961 which should be referred to the Police.

## 7. ALLEGATIONS PROCEDURE

- 7.1 A written allegation of misconduct (Appendix Two, Form One) shall be received by the General Manager within 3 calendar months of the matter occurring along with a \$100 lodgment fee. The Board may, at its sole discretion, accept written allegations up to 3 calendar years if it considers the complaint is both serious and involves sequential breaches forming a long-term pattern.
- 7.2 Upon receipt of the misconduct notice and payment of the lodgment fee the General Manager will notify the Board and a Disciplinary Panel and Chairperson will be appointed by the Board.
- 7.3 The Disciplinary Panel and all relevant parties will be supplied with the details of the matter as provided, within 14 days of receiving the written notification and fee.
- 7.4 The Chairperson of the Disciplinary Panel shall advise the person or persons (Respondent) against whom the allegation is made of the following:
- a. The nature and particulars of the allegation including a copy of the complaint;
  - b. A copy of this policy and any policy that it is believed they have breached;
  - c. Where the person or persons are 16 years old or under, then Parent/s or legal guardian should be the first point of contact. They will need to determine who the child support person will be.
- 7.5 **Statement of Defence:** Within 14 Working Days of receiving the allegation of misconduct, the Respondent shall file with the Administration Manager and serve on the Complainant, a statement of defence (Appendix Two, Form Two). If the Respondent fails to file such statement of defence within the prescribed time, or such extended time as given by the Chairperson, the Disciplinary Panel may proceed with the case.
- 7.6 **Child Protection:** Where a matter involves child protection concerns, the safety of the child is the priority and the Chairperson of the Panel must consult with a solicitor prior to making any determination or imposing any sanction and may choose to refer the matter to the New Zealand Police.
- 7.7 The Chairperson may ask the parties involved to provide further information.
- 7.8 When the Chairperson is satisfied that they have all the information relevant to the dispute the Panel shall convene to determine in its sole discretion whether such dispute meets the criteria set out in Rule 6 (When the Disputes and Disciplinary Policy applies) of this Disputes and Disciplinary Policy, and if there is a case to be determined.
- 7.9 The Panel can then determine the following courses of action:
- a. Refer the issue to mediation if both parties agree;
  - b. Institute a formal hearing;
  - c. Dismiss the complaint.
- 7.10 At any time, the Panel may postpone the investigation of any alleged breach or enforcement of the Code of Conduct or Member Protection Policy pending the outcomes of any separate investigation by an outside agency.

7.11 **Natural Justice:** The Disciplinary Panel shall, in all matters, observe the principles of natural justice.

## 8. PROCEDURE FOR MEDIATION

- 8.1 An Independent Mediator will be engaged by the Chairperson of the Panel. Any costs associated with the mediation will be split equally between the parties involved.
- 8.2 Before the mediation process begins, the mediator will help the parties decide where/how they should meet and who should be present.
- 8.3 The mediator will introduce themselves to the parties and explain the role that the mediator will take, ensure that they are a neutral individual whose goal is to ensure a result that is both fair and just for each party involved.
- 8.4 The mediator will outline what the process will be in the mediation and discuss the protocol that should be followed.
- 8.5 Following the mediator's introduction, each party will present its view of the dispute without interruption.
- 8.6 If they have not already been submitted to the mediator, the mediator will request a written brief detailing the facts, and any other pertinent information that may help the mediator reach a conclusion. After this the mediator will ask questions of the parties individually as they see fit.
- 8.7 The mediator, through the information received will discuss what they feel is the heart of the issue.
- 8.8 At this point, ideas and proposals that meet each party's core interests will be discussed. The mediator can lead the negotiation with all parties in the same room, or they can engage in "shuttle diplomacy", moving back and forth between the parties, gathering ideas, proposals, and counter proposals until a settlement is reached.
- 8.9 If a settlement is reached and agreed upon by all parties this shall be documented by the mediator and signed by all involved with a copy being provided to the Chairperson of the Panel.
- 8.10 If it becomes clear a settlement can't be reached the mediator may recommend to the Chairperson of the Panel that a result cannot be obtained and that the matter will be required to go to a hearing.

## 9. HEARING PROCEDURE

- 9.1 The Chairperson of the Panel shall advise all parties the date, time and place of the hearing. The Chairperson will make best endeavours to ensure all parties are available.
- 9.2 The hearing may be held face to face or via electronic means such as skype or zoom.
- 9.3 The parties will be advised of the following:
- a. The requirement for the person, or where the complaint is made by a club or association, a person who is authorised to represent that club or association, to appear in person at the hearing, unless a written defence is being submitted;
  - b. The right to be represented at the hearing;
  - c. The right to bring witnesses and/or support person(s) to the hearing.
- 9.4 The procedure prescribed should be directed at ensuring that the hearing will be fair and that it meets the requirements of natural justice, and should normally include the following:
- a. The Chairperson will outline the procedures to be followed;
  - b. The Chairperson shall read the complainant's statement;
  - c. Evidence/submissions shall be heard in the following order, or at the discretion of the Chairperson:
    - i. Evidence from witnesses (if any) in support of the complaint
    - ii. Evidence from the person, or representative of the club, against whom the allegation was made;
    - iii. Evidence from his/her witnesses (if any)
    - iv. Submissions on his/her behalf (if any)
    - v. Submissions on behalf of the complainant (if any)
- 9.5 Investigative powers can be utilised by the Disciplinary Panel and used to question the complainant and person/s the allegation is made against and to cross examine witnesses.
- 9.6 Those giving evidence shall be subject to questioning from any member of the Disciplinary Panel.
- 9.7 Evidence at hearing:
- a. Hearsay evidence (i.e. secondhand accounts of what occurred) should not be admitted and not considered by the Disciplinary Panel;
  - b. Evidence and submissions provided in writing shall be sworn or affirmed in front of a Solicitor or a Justice of the Peace;
  - c. Character evidence shall be admissible only in relation to the penalty to be imposed by the Disciplinary Panel;
  - d. Where a person has previously appeared before the Disciplinary Panel, previous incident evidence shall only be relevant in relation to the penalty to be imposed by the Disciplinary Panel.
- 9.8 **Onus:** The onus of proof shall be upon the Complainant.



- 9.9 **Proceedings not to be invalidated for technical reasons:** No proceedings heard by any Disciplinary Panel shall be quashed or held invalid by reason of any defect, irregularity, omission or other technicality provided the Disciplinary Panel is satisfied there has not been a miscarriage of justice.
- 9.10 **Notification of Recommendation:** The Disciplinary Panel which conducted the hearing will then make its recommendation to the Board for its consideration and ratification as soon as practicable and no later than 7 days after the hearing.
- 9.11 **Notification of Decision:** In all cases the person against whom the allegation is made must be told within 7 days of the decision which has been ratified by the Board. The decision may initially be given orally accompanied by brief reasons. This decision should be communicated in writing as soon as practicable.
- 9.12 **Penalties:** The range of disciplinary offences is considerable and therefore guideline penalties are not generally appropriate. Possible penalties are outlined in Appendix One.
- a. The Disciplinary Panel will deal severely with and likely to result in lengthy suspension and/or financial penalty in proven cases of:
    - i. Abuse of tournament officials and other Archery NZ appointed or elected officials;
    - ii. Physical violence or threatening behavior;
    - iii. Conduct which may constitute a criminal offence;
    - iv. Contravention of the Archery NZ Anti-Doping Policy, Anti-Match Fixing Policy, Member Protection Policy or Code of Conduct and Team Agreement;
  - b. In determining what sanction to impose the Panel shall consider the following:
    - i. Nature and seriousness of the breach;
    - ii. If the person knew or should have known that the behaviour was a breach;
    - iii. Level of contrition;
    - iv. The effect of the proposed disciplinary measures on the person including any personal, professional or financial consequences;
    - v. If there have been relevant prior warnings or disciplinary action;
    - vi. Ability to enforce discipline if the person is a parent/guardian or spectator;
    - vii. Any mitigating circumstances.
  - c. Without limiting the generality of the remedies available to the Panel and this rule, the Panel may suspend the enforcement of any such remedy on such terms and conditions as it thinks fit.
- 9.13 **Costs:** Each party will be responsible for bearing its own costs in relation to the Hearing.

## **10. DISMISSAL**

- 10.1 Where the Disciplinary Panel determines that there is no case to answer the Chairperson will report to the Board as such via the Administration Manager.
- 10.2 Where the Disciplinary Panel has dismissed the complaint, they shall within 7 days of the decision give written notice to the complainant and the respondent stating the reasons for dismissal.
- 10.3 The Disciplinary Panel shall take no further action in relation to the matter.

## **11. APPEALS**

- 11.1 A decision of the Archery NZ Disciplinary Panel shall be final and binding and shall not be questioned in any court of law other than in accordance with clause 10.2
- 11.2 A party to a decision of the Disciplinary Panel may appeal such decision to the Sports Tribunal in accordance with the Rules of the Sports Tribunal, provided the rules of the particular event do not require otherwise.
- 11.3 Pending the decision of the Sports Tribunal all penalties imposed by the Panel will be operative unless the Sports Tribunal decides otherwise.

## **12. NOTICE**

- 12.1 Every document which is filed with a Disciplinary Panel shall also be served on all other parties in the Proceeding at the address for service notified by that party in its documents in the Proceedings.
- 12.2 Any notice to be given by a representative of Archery NZ or the Disciplinary Panel must be in writing and may be given to the person or club required to be notified:
  - a. Personally; or
  - b. By post to the last known address of the person or club; or
  - c. Sent by email to the last known email address of the person or club.
- 12.3 Any such notice shall be deemed to be given:
  - a. if personally, upon delivery;
  - b. if posted, 7 days after posting;
  - c. if by email then the next day after sending by such means of delivery.

## **APPENDIX ONE**

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### **PENALTIES - NOT A FINITE LIST**

If the complaint is upheld, the Panel shall recommend one or more of the following penalties:

#### **MEMBERS:**

- Issue a written warning;
- Direct that the Member attend counselling to address their behavior as a condition of their membership;
- Withdrawal of any awards, placings, records, activities or events sanctioned by Archery NZ;
- Require an apology, or order reparation or compensation to any affected person;
- Removal from a team or squad, and immediate return to NZ if applicable;
- Non availability for selection to a team or squad for a specified period;
- Suspension from participation in any event or programme undertaken by Archery NZ or any of its members for a finite period;
- A total ban from the sport for a period;
- A financial penalty;
- Financial recompense for any damage caused to property;
- Payment of expenses incurred by the convening of the Disciplinary Panel, including all witness expenses;
- Enforce any sanction imposed by the IOC, WA or the Sports Tribunal of New Zealand in addition to any sanction of its own which it thinks appropriate in the circumstances;
- Other reasonable penalty as deemed appropriate;

## APPENDIX TWO

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### FORM ONE:

#### APPLICATION FOR PROCEEDINGS TO BE HEARD BY THE ARCHERY NZ DISCIPLINARY PANEL

#### 1. Details of Applicant

Name	TITLE	FIRST NAME	SURNAME
Postal Address	STREET		SUBURB
	CITY	POSTCODE	

#### Contact Person for this Application

Name	TITLE	FIRST NAME	SURNAME
Position			
Telephone	WORK	MOBILE	
Facsimile	WORK		
Email			

#### 2. Details of Representative (if applicable)

Please insert the details of your legal representative or other person, if any, who will be representing you in these Proceedings.

Name of Representative	TITLE	FIRST NAME	SURNAME
Firm/Company			
Postal Address	STREET		SUBURB
	CITY	POSTCODE	

#### 3. Details of Respondent (Individual Member, Club, or Archery NZ)

Name	TITLE	FIRST NAME	SURNAME
Postal Address	STREET		SUBURB
	CITY	POSTCODE	

**4. Alleged Misconduct Issue**

(a) Give details of the alleged Misconduct issue (continue on separate pages if necessary).

[Redacted area for question 4(a)]

(b) Give details of the National Event, International Event or other place at which the alleged Misconduct occurred (continue on separate pages if necessary).

[Redacted area for question 4(b)]

(c) Summarise the evidence which will be produced in support of the alleged Misconduct issue (the summary will not prevent further evidence being brought in accordance with any direction given by the Archery NZ Disciplinary Panel). Continue on separate pages if necessary.

[Redacted area for question 4(c)]

**5. Result Sought**

Please detail the outcome sought in accordance with the applicable rules/policies (continue on separate pages if necessary).

[Redacted area for question 5]

## 6. Authority

Name

TITLE

FIRST NAME

SURNAME

Signed

Position

Date

### Filing and Service Instructions

1. This application should be signed and filed with the General Manager with contact details on the Archery NZ website, or [gm@archerynz.co.nz](mailto:gm@archerynz.co.nz)
2. The application should be accompanied by the lodgment fee of NZ\$100.00.
3. Where possible, a summary of the evidence to be brought in support of the allegations and a copy of documents evidencing the allegation should be attached.



**4. Response to the Notice of Appeal**

Please set out in detail your response to the facts contained in the Application for Proceedings. Please note that if you have objected to the Archery NZ Disciplinary Panel’s jurisdiction you will still need to complete this section. This will not be taken as acceptance of such jurisdiction. Continue on separate pages if necessary.

In response to the Appellant, the Respondent says that:

[This area contains 25 horizontal grey bars, serving as a template for the respondent's response.]



## 5. Signature of Respondent

A Respondent's representative may sign on behalf of the Respondent and, in so doing, undertakes s/he has the authority to do so.

Signed

Name (print)

TITLE	FIRST NAME	SURNAME
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Position

Date

### Filing and Service Instructions

1. This Statement of Defence should be signed and filed with the General Manager at the address given below within the Policy timeframe.
2. The Statement of Defence should be accompanied by copies of all documents upon which the Respondent relies.