

# CHILD PROTECTION POLICIES NEW SOUTH WALES





# New South Wales

## CHILD PROTECTION POLICIES

### SECTION 1: CHILD PROTECTION POLICY

### SECTION 2: CHILD PROTECTION PROCEDURES MANUAL

#### Child Protection Policy and Procedures

**Review:** The IBA Child Protection Policy and Procedures document was completed on 1/7/21 to reflect the most recent changes to State laws and related Child Safe Environments guidelines.

**Approval:** It was approved by the IBA Board and adopted for use by IBA on 6th October 2021.

**Scope:** All Leaders, workers, affiliates, and contractors of IBA who are involved in serving children and/or youth through IBA activities in New South Wales, are expected to comply with this policy and associated procedures.

This policy stands in direct relation to the IBA Code of Conduct – Safeguarding Children and Young People.

All those who serve children and young people under the auspices of the IBA should be fully aware that the Code of Conduct aligns directly with this Child Protection Policy and Procedures.

These policies primarily relate to “Professional Standards” procedures and processes.

For Work Health & Safety, Risk Management, Code of Conduct, and management of Persons of Concern, refer to the relevant IBA Policy documents.



# **SECTION 1:**

## **NSW**

# **CHILD PROTECTION POLICY**

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## 1. Definitions

**“At Risk”** of harm refers to a child who may be in need of protection. A child in need of such protection is specifically defined in the *Children and Young Persons (Care and Protection) Act 1998* (NSW) Refer Section 4 of this policy.

**“Child” or “children”** is a person who is under the age of 16 years at the time of the alleged abuse in accordance with Section 3 of the Children and Young Persons (Care and Protection) Act 1998 (NSW).

**“Harm”** is defined as abusive behaviour or action that has *actually* or is likely to cause a child *significant harm* such as physical or psychological harm (whether caused by an act or omission), including harm caused by sexual, physical, mental, or emotional abuse or neglect. Such harm is detailed in the Children and Young Persons (Care and Protection) Act 1998 (NSW).

**“IBA”** is the **Indigenous Basketball Australia Limited**.

Indigenous Basketball Australia Limited (IBA) is the overall agency which oversees the Indigenous Community Basketball League (ICBL) and National Indigenous Youth Basketball Program Australia (NIYBPA) in New South Wales.

**“IBA activity”** is any activity that is directly or indirectly organised, overseen and conducted by the IBA and its affiliates.

**“Mandatory reporting”** is reporting as required by the Children and Young Persons (Care and Protection) Act 1998 (NSW) and associated procedures. Refer to Paragraph 5 of this policy manual.

**“Member”** is a registered participant or attendee of the IBA.

**“Regional Coordinator” (RC)** is the person who has been delegated primary operational responsibility to manage the IBA program and services for children in the NSW IBA area. This person will work in conjunction with a regional management committee. Where a suspected perpetrator of harm is the Regional Coordinator or someone closely associated with him/her, or where the RC is not readily available, it means the next recognised Senior IBA Leader in the Region.

**“Victim”** is a child who is reasonably suspected of being subject to harm.

**“Worker”** is a leader, IBA member, employee, volunteer, or other person who is involved in the oversight and/or direct service to children at IBA.

## 2. Preamble

IBA Entity: A Registered Charity with ACNC (Company Limited by Guarantee)

LEGAL NAME	STATUS		SUBURB/T OWN	STATE	ABN
INDIGENOUS BASKETBALL AUST LIMITED	Registered	Information Unavailable	Sydney	NSW	99644882164

The IBA entity is registered in NSW.

There is one Regional Coordinator (contractors paid by IBA) operating in each location: Indigenous Basketball Australia Limited (IBA) is the agency which oversees the National Indigenous Youth Basketball Program Australia (NIYPBA). The NIYPBA program includes the ICBL and NIBT which represent the first level of competition for Aboriginal and Torres Strait Islander youth aged 13 & 14, helping start; or to support their journey on the basketball pathway from the grassroots level to a higher level in a positive and fun environment.

Being the overall agency, this policy applies to all those who engage with IBA through affiliated agencies and any contractors providing services to IBA in New South Wales.

The objects of this policy are to protect as far as possible all children who participate in IBA and related agency activities in NSW from being at *risk of harm* and to ensure their safety and wellbeing.

### Protection for children: Child Safe Environments

Every child and young person have a right to be always safe from harm. The wellbeing and best interests of children and young people are the responsibility of the entire IBA community who must act to ensure that every environment where children and young people are present is safe.

The focus of a child safe IBA is not simply to create an environment that minimises risk or danger. It is about proactively building environments which are both child-safe and child-friendly, where children and young people feel respected, valued, and encouraged to reach their full potential.

Child protection legislation in NSW aims to ensure that all children are safe from harm and are cared for in a way that allows them to reach their full potential and contain obligations for people who work or volunteer with children.

This Policy framework seeks to address these Safeguarding principles and policy frameworks within NSW IBA activities.

These principles include the IBA's commitment to:

- a. the safety and protection of children and young people.
- b. how workers recognise and respond to suspicions a child or young person is at risk.
- c. standards of care for ensuring the safety of children and young people including standards for addressing bullying by children within the IBA.
- d. codes of conduct for workers within IBA.
- e. standards of care for workers within IBA that reflect IBA's duty of care to children and young people.

This policy affirms that:

- 2.1 The safety and wellbeing of children is to be the paramount consideration insofar as it is within the power of IBA to promote it.
- 2.2 Children are to be protected from any form of harm.
- 2.3 In dealing with harm to children, IBA is to put the interests of victims and children generally above those of IBA.

### 3. **General Principles**

- 3.1 The principles and philosophy that underpin child safe protection work within Australia are based on the United Nations Convention on the Rights on the Child which emphasises that:
  - a. all children have equal rights to protection from abuse and neglect*
  - b. all children should be encouraged to fulfil their potential and inequalities should be challenged*
  - c. all children should be encouraged to participate fully in a cultural and artistic life and appropriate and equal opportunities should be provided for cultural, artistic, recreational and leisure activity*
  - d. everybody has a responsibility to support the care and protection of children*

- e. organisations shall take all appropriate legislative, administrative, social and educational measures to protect children from all forms of abuse, neglect or negligent treatment, while in their care*
- f. organisations have a duty of care to children with whom they work and with whom their agents, contractors and sub-contractors' work*
- g. if organisations work through partners (such as affiliates, contractors, subcontractors, or other agents), they have a responsibility to meet minimum standards of protection for the children in their partners' programs.*

#### 4. **At risk of harm**

"At Risk" of harm defines the basis upon which a young person will be considered to be in need of protection and child protection services intervention.

The NSW legislative definition of 'a child in need of protection' due to being at risk of harm is defined in Section 23 and 71(1) of the *Children and Young Persons (Care and Protection) Act 1998* (NSW). (See **Appendix A** and Section 2 Part A Paragraph 3 and 4 of the enclosed Child Protection Procedures.)

Section 23 of the *Children and Young Persons (Care and Protection) Act 1998* (NSW) deems that a child or young person is **at risk of significant harm** if current concerns exist for the safety, welfare or wellbeing of the child or young person because of the presence, to a significant extent, of any one or more of the following circumstances:

'(a) the child's or young person's basic physical or psychological needs are not being met or are at risk of not being met,

(b) the parents or other caregivers have not arranged and are unable or unwilling to arrange for the child or young person to receive necessary medical care,

(b1) in the case of a child or young person who is required to attend school in accordance with the Education Act 1990 (NSW) - the parents or other caregivers have not arranged **and** are unable or unwilling to arrange for the child or young person to receive an education in accordance with that Act,

(c) the child or young person has been, or is at risk of being, physically or sexually abused or ill-treated,

(d) the child or young person is living in a household where there have been incidents of domestic violence **and, as a consequence**, the child or young person is **at risk of serious physical or psychological harm**,

(e) a parent or other caregiver has behaved in such a way towards the child or young person that the **child or young person has suffered or is at risk of suffering serious psychological harm**,

(f) the child was the subject of a pre-natal report under section 25 **and** the birth mother of the child did not engage successfully with support services to eliminate, or minimise to the lowest level reasonably practical, the risk factors that gave rise to the report.

**Section 71(1)** of the *Children and Young Persons (Care and Protection) Act 1998* (NSW) deems that the Children's Court may make a care order in relation to a child or young person if it is satisfied that the **child or young person is in need of care and protection** for any reason including, without limitation, any of the following:

'(a) where there is no parent available to care for the child or young person as a result of death or incapacity or for any other reason,

(b) the parents acknowledge that they have serious difficulties in caring for the child or young person **and, as a consequence**, the child or young person is in need of care and protection,

(c) the child or young person has been, or is likely to be, physically or sexually abused or ill-treated,

(d) subject to subsection (2) the child's or young person's basic physical, psychological or educational needs may not be met, or are likely not to be met, by his or her parents or primary care givers,

(e) the child or young person **is suffering, or is likely to suffer serious developmental impairment or serious psychological harm as a consequence of** the domestic environment in which he or she is living,

(f) in the case of a child who is under the age of 14, the child has exhibited sexually abusive behaviours and an order of the Children's Court is necessary to ensure his or her access to, or attendance at, an appropriate therapeutic service,

(g) the child or young person is subject to a care and protection order of another state or territory that is not being complied with,'

## 5. **Mandatory reporting**

Mandatory reporting laws under the NSW State legislation Sections 23 and 27 of the *Children and Young Persons (Care and Protection) Act 1998* (NSW) require specified people to report suspected abuse and neglect to The Department of Family and Community Services.

While NSW mandatory reporting laws relate to a specific list of professions as detailed below, it is expected that all WA IBA workers in NSW will follow mandatory reporting processes regardless of legal requirement. (See **Appendix B**)

New South Wales' mandatory reporting laws cover an extensive list of professions, and the details of the reporting requirements are provided in the table below.

Legal provisions	Sections 23 and 27 of the <i>Children and Young Persons (Care and Protection) Act 1998</i> (NSW)
Who is mandated to report?	<p>A person who, in the course of his or her professional work, or other paid employment, delivers health care, welfare, education, children's services, residential services or law enforcement, wholly or partly, to children.</p> <p>A person who holds a management position in an organisation, the duties of which include direct responsibility for, or direct supervision of, the provision of health care, welfare, education, children's services, residential services or law enforcement, wholly or partly, to children.</p> <p>A person in religious ministry, or a person providing religion-based activities to children.</p> <p>A registered psychologist providing a professional service as a psychologist.</p> <p>Note: Children's services means either or both of the following (subject to the regulations): (a) an education and care service within the meaning of the Children (Education and Care Services) National Law (NSW); (b) a State regulated education and care service within the meaning of the <i>Children (Education and Care Services) Supplementary Provisions Act 2011</i>.</p>
What must be reported?	Suspicion on reasonable grounds, obtained during the course of or from the person's work, that a child is at risk of significant harm because of the presence to a significant extent of circumstances of: neglect, physical

Legal provisions	Sections 23 and 27 of the <i>Children and Young Persons (Care and Protection) Act 1998</i> (NSW)
	abuse, sexual abuse, psychological abuse, risk of harm through exposure to domestic violence, and failure to engage with services after a pre-natal report.
Abuse and neglect types that must be reported	<ul style="list-style-type: none"> <li>▪ Physical abuse</li> <li>▪ Sexual abuse</li> <li>▪ Emotional/psychological abuse</li> <li>▪ Neglect</li> <li>▪ Exposure to domestic violence</li> </ul>

## 6. **Involvement of perpetrators of harm in IBA activities**

Where IBA knows, believes or reasonably suspects that any person associated with IBA is or has been a perpetrator of harm towards children, it will act to reasonably protect children from any risk that person might pose in accordance with this policy generally and Section2 6.4 and Section2 7.2 specifically of this policy.

## 7. **Co-operation with authorities**

IBA workers will responsibly and reasonably co-operate with NSW government law enforcement and child protection agencies.

## 8. **Interim measures pending determination of allegations of harm.**

Where an IBA worker is reasonably suspected of perpetrating harm against a child, his or her continued role with IBA during the period taken to make a final determination of whether that worker is guilty of any offence, is to be determined by an independent Committee as prescribed under paragraph Section2 6.4 of the Procedures manual enclosed.

## 9. **Training**

IBA will ensure the provision of specialised training for workers in child protection issues.

10. **Service Agreements**

All IBA workers who do not have a current written employment contract or service agreement are to enter an agreement dealing with their suitability to be workers and agreeing to these child protection policies and procedures.

11. **Manual of procedures**

IBA will publish a manual (contained herein) concerning procedures for implementing these child protection policies.

12. **Code of Conduct for Children and Young People**

IBA will publish a Code of Conduct for Children and Young People who are participants in a children or youth activity of IBA.

13. **Code of Conduct – Safeguarding Children and Young People.**

Applies to Leaders, Workers, and all who serve in children and young people services.

IBA will publish a Code of Conduct expected for all Workers who serve children or youth through IBA activities.

This **Code of Conduct** aims to detail the standards of conduct expected by all workers who serve in the performance of their duties with children, and to provide guidance in areas where there is a need to make personal and ethical decisions.

14. **Review of policies**

These policies will be subject to ongoing review no less that every five years.



## SECTION 2

# NSW CHILD PROTECTION PROCEDURES MANUAL

- Part A** Further definition of “harm”
- Part B** Worker and child safety responsibilities
- Part C** Miscellaneous

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## 1. Preamble

This manual sets out procedures to give effect to the Child Protection Policies of the Indigenous Basketball Association (IBA).

Indigenous Basketball Australia Limited (IBA) is the overall agency which oversees the Indigenous Community Basketball League (ICBL) and National Indigenous Youth Basketball Program Australia (NIYBPA) in NSW.

Being the overall agency, these procedures apply to all those who engage with IBA through affiliated agencies, particularly the ICBL and NIYBPA and any contractors providing services to IBA in NSW.

Paragraph 5 on mandatory reporting cannot be modified.

## 2. Definitions

Unless the context otherwise requires:

**“At Risk”** of harm refers to a child who may be in need of protection. A child in need of such protection is specifically defined according to the *Children and Young Persons (Care and Protection) Act 1998* (NSW). Refer Section 4 of the Child Protection policy and Part A Paragraph 3 of this procedure’s manual

**“Child” or “children”** is a person who is under the age of 16 years at the time of the alleged abuse in accordance with Section 3 of the Children and Young Persons (Care and Protection) Act 1998

**“Contractor”** is a person/s engaged by IBA to provide a service.

**“CPS”** is *Child Protection Solutions* – an agency providing high-level training & advice.

**Child Safety Officer (CSO)** is an Officer appointed to have specific responsibility for individuals to raise any child safety concerns, and to handle the initial response to any allegations or complaints made.

**“DPS”** is an Independent Director of Professional Standards or his/her delegate, as determined by the IBA for engagement as required.

**“Harm”** is defined as abusive behaviour or action that has *actually* or is likely to cause a child *significant harm* such as physical or psychological harm (whether caused by an act or omission), including harm caused by sexual, physical, mental or emotional abuse or neglect. Such harm is detailed in the Children and Young Persons (Care and Protection) Act 1998. Refer Part A Paragraph 4 of this Procedures manual.

**"IBA"** is the Indigenous Basketball Australia Limited. Indigenous Basketball Australia Limited (IBA) is the overall agency which oversees the Indigenous Community Basketball League (ICBL) and National Indigenous Youth Basketball Program Australia (NIYBPA) in NSW.

**"IBA activity"** is any activity that is directly or indirectly organised, overseen and conducted by the IBA and its affiliates in NSW.

**"IMC"** means the Interim Measures Committee set up under paragraph 6.4.

**"Mandatory reporting"** is reporting as required by the Children and Young Persons (Care and Protection) Act 1998 and associated procedures. Refer to Paragraph 5 of this policy manual.

**"Member"** is registered participant or attendee of the IBA

**"POC"** means the 'Person of Concern' Policy. This policy sets out clear guidelines to IBA in relation to the assessment and management of known sex offenders within IBA's scope. The objective of this policy is to ensure the highest levels of protection, accountability, and risk minimisation in line with IBA Insurers requirements.

**"Regional Coordinator" (RC)** is the person who been delegated primary operational responsibility in the IBA NSW area to manage the IBA program and services for children. This person will work in conjunction with a regional management committee. Where a suspected perpetrator of harm is the Regional Coordinator or someone closely associated with him/her, or where the RC is not readily available, it means the next recognised Senior IBA Leader in the Region.

**"Regional Management Committee (RMC)** is a committee established to work with the RC to ensure the oversight and good practice of IBA activities in the NSW Region. It provides a point of regional accountability and governance.

**"Victim"** is a child who is reasonably suspected of being subject to harm.

**"WHS"** is Work Health & Safety.

**"Worker"** is any leader, IBA member, employee, volunteer, or other person who is involved in the oversight and/or direct service to children at IBA.

**"Working With Children's Check" (WWCC)** refers to the NSW national criminal screening which determines that a person has been cleared for working with children. This must be undertaken within the previous five (5) years.

**"World Health Organisation" (WHO)** refers to the health organisation that oversees global health policy and global health responses.

## PART A: FURTHER DEFINITION OF AT RISK AND HARM

### 3. What is 'at risk'?

"At Risk" of harm defines the basis upon which a young person may be in need of protection. A child in need of such protection is specifically defined according to the *Children and Young Persons (Care and Protection) Act 1998* (NSW)

The NSW legislative definition of 'a child in need of protection' due to being at risk of harm is defined in Section 23 and 71(1) of the *Children and Young Persons (Care and Protection) Act 1998* (NSW). (See **Appendix A**)

**Section 71(1)** of the *Children and Young Persons (Care and Protection) Act 1998* (NSW) deems that the Children's Court may make a care order in relation to a child or young person if it is satisfied that the **child or young person is in need of care and protection** for any reason including, without limitation, any of the following:

'(a) where there is no parent available to care for the child or young person as a result of death or incapacity or for any other reason,

(b) the parents acknowledge that they have serious difficulties in caring for the child or young person **and, as a consequence**, the child or young person is in need of care and protection,

(c) the child or young person has been, or is likely to be, physically or sexually abused or ill-treated,

(d) subject to subsection (2) the child's or young person's basic physical, psychological or educational needs may not be met, or are likely not to be met, by his or her parents or primary care givers,

(e) the child or young person **is suffering, or is likely to suffer serious developmental impairment or serious psychological harm as a consequence of** the domestic environment in which he or she is living,

(f) in the case of a child who is under the age of 14, the child has exhibited sexually abusive behaviours and an order of the Children's Court is necessary to ensure his or her access to, or attendance at, an appropriate therapeutic service,

(g) the child or young person is subject to a care and protection order of another state or territory that is not being complied with,'

#### 4. What is harm?

Section 23 of the *Children and Young Persons (Care and Protection) Act 1998* (NSW) deems that a child or young person is **at risk of significant harm** if current concerns exist for the safety, welfare or wellbeing of the child or young person because of the presence, to a significant extent, of any one or more of the following circumstances:

(a) the child's or young person's basic physical or psychological needs are not being met or are at risk of not being met,

(b) the parents or other caregivers have not arranged and are unable or unwilling to arrange for the child or young person to receive necessary medical care,

(b1) in the case of a child or young person who is required to attend school in accordance with the Education Act 1990 (NSW) - the parents or other caregivers have not arranged **and** are unable or unwilling to arrange for the child or young person to receive an education in accordance with that Act,

(c) the child or young person has been, or is at risk of being, physically or sexually abused or ill-treated,

(d) the child or young person is living in a household where there have been incidents of domestic violence **and, as a consequence**, the child or young person is **at risk of serious physical or psychological harm**,

(e) a parent or other caregiver has behaved in such a way towards the child or young person that the **child or young person has suffered or is at risk of suffering serious psychological harm**,

(f) the child was the subject of a pre-natal report under section 25 **and** the birth mother of the child did not engage successfully with support services to eliminate, or minimise to the lowest level reasonably practical, the risk factors that gave rise to the report.

**The wider national and global context** (such as The World Health Organization ([WHO], 2006, p. 9) defines child abuse & neglect as:

*All forms of physical and/or emotional ill-treatment, sexual abuse, neglect or negligent treatment or commercial or other exploitation, resulting in actual or potential **harm** to the child's health, survival, development or dignity in the context of a relationship of responsibility, trust or power.*

Across Australian Jurisdictions it is commonly regarded that physical or psychological harm (whether caused by an act or omission), includes harm arising from the following five main types of child abuse and neglect:

4.1 **Emotional abuse**, generally meaning: A chronic attitude or behaviour directed at a child whereby a child's self-esteem and social competence is undermined or eroded over time, or the creation of an emotional environment which is

detrimental to or impairs the child's psychological and/or physical development. Behaviours may include devaluing, ignoring, rejecting, corrupting, isolating, terrorising or family violence. Such acts whether by commission or omission are likely to damage as child's self-esteem or social competence. (WHO 2006)

In all Australian Jurisdictions, emotional abuse is grounds for 'when a child is in need of protection'.

- 4.2 **Physical abuse**, meaning: (WHO 2006) "The intentional use of physical force against a child that results in or has a high likelihood of resulting in - harm for the child's health, survival, development or dignity."

Physical abuse is generally regarded to be any non-accidental act inflicted upon a child, which results in physical injury to the child. Physical abuse results from practices such as but not limited to:

- 4.2.1 Hitting, punching, kicking (indicators: marks from belt buckles, irons, fingers, cigarettes, etc)
- 4.2.2 Shaking (particularly young babies)
- 4.2.3 Burning, biting, pulling out hair
- 4.2.4 Alcohol or other drug administration

- 4.3 **Sexual abuse**. WHO (2006) defines child sexual abuse as: *"the involvement of a child in sexual activity that he or she does not fully comprehend, is unable to give informed consent to, or for which the child is not developmentally prepared, or else that violates the laws or social taboos of society."*

*Children can be sexually abused by both adults and other children who are - by virtue of their age or stage of development - in a position of responsibility, trust or power over the victim".*

It is generally regarded across all State Jurisdictions to mean any sexual behaviour imposed on a child. The child concerned is considered to be unable to alter and/or understand the perpetrator's behaviour due to his or her early stage of development and/or powerlessness in the situation.

Sexual abuse occurs when someone in a position of power to the child uses her/his power to involve the child in sexual activity.

Behaviour can include sexual suggestion; exhibitionism, mutual masturbation, oral sex; showing pornographic material e.g., DVDs, internet; using children in the production of pornographic material; penile or other penetration of the genital or anal region and child prostitution.

In all Australian jurisdictions, sexual abuse is grounds for 'when a child is in need of protection'.

- 4.4 **Grooming**, meaning: the deliberate actions of a perpetrator to befriend and influence a child, and possibly also that child's family or community, with the intention of engaging in sexual activity of any kind with that child.
- 4.5 **Neglect**, meaning: the failure of a carer for a child to provide a child with the basic necessities of life, which can occur by deliberate action or inaction, and can stem from an inability to understand and provide basic necessities such as food, clothing, shelter, hygiene, medical treatment and supervision.

It can also include a *pattern* of failure over time of a parent or other family member to provide for the development and wellbeing of a child in one or more of: health, education, emotional development, nutrition, and safe living conditions.

By using experience, empathy and listening well, workers must exercise good judgement as they work with each unique child in each unique context. In the case of Indigenous children and children from culturally and linguistically diverse backgrounds, it is important to involve specialist cultural advisers in planning and decision making.

## 5. **Reporting a suspicion that a child or young person may be at risk**

- 5.1 This obligation is placed on all workers to report. This includes all persons who comprise the Governance oversight of IBA. These persons are to comply fully with their obligations under NSW State legislation sections 23 and 27 of the Children and Young persons (Care and Protection Act 1998.) (See also Mandatory reporting – Paragraph 5 of the Child Protection Policy and **Appendix B**). It is a criminal offence not to comply with this obligation without a lawful excuse. No agency can negate or modify this obligation.
- 5.2 Any worker who suspects, on reasonable grounds, that a child or young person is, or may be at risk of harm, and this suspicion is formed in the course of their work, must report this suspicion to the State report line as soon as practicable. (See **Appendix C**)

- 5.3 Reporting is done by telephoning the State 24-hour Child Protection Helpline Ph: 13 21 11 (24 hours) (TTY/voice calls: 133 677; Speak & Listen:1300 555 727; SMS 0423 677 767). (See **Appendix C**)
- 5.4 Reasonable grounds to form a suspicion that a child or young person may be at risk may include but is not limited to:
- 5.4.1 When a child tells you they are at risk or have been harmed
  - 5.4.2 When your own observations of a particular child's behaviour and/or injuries lead you to suspect they are at risk or harm is occurring
  - 5.4.3 When a child tells you that they know of someone who is at risk or has been harmed (they may possibly be referring to themselves)
  - 5.4.4 When you hear about a child at risk from someone who is in a position to provide reliable information, such as a relative, friend, neighbour or sibling of the child

It does not require proof that any child has or may suffer harm.

- 5.5 Where a report is made to the State 24-hour Child Protection Helpline, but only if the child and/or the suspected perpetrator of harm is associated with IBA, the worker must immediately inform the RC (as defined in paragraph 2) of the incident. A written report in the form of **Appendix D** is also to be given by the worker to the RC as soon as practicable.
- 5.6 A worker does not require approval to make a report to the State 24-hour Child Protection Helpline and must adhere to their reasonable instructions in order to ensure that all proper processes are followed.
- 5.7 If a worker reasonably suspects that;
- 5.7.1 a child or young person is, or may be at risk, and
  - 5.7.2 either that child or the suspected perpetrator is associated with his/her IBA activity, and
  - 5.7.3 the circumstances do not satisfy all of 5.2 and 5.4 above

he or she should routinely consult with the RC on whether a voluntary report should be made to the State 24-hour Child Protection Helpline.

## **6. General provisions in all cases of suspicion of risk of harm**

- 6.1 The DPS should be engaged to provide crisis response and ongoing consultancy, support and direction to IBA workers throughout the entire process. After-hours access to the DPS can be arranged through the RC.
- 6.2 A worker is not to inform anyone else of the suspected risk of harm without the permission of the RC. The RC in consultation with the DPS will determine who else should be informed of it. (There is a danger of defamation liability against the worker if ultimately an allegation cannot be proved).
- 6.3 Where a worker under the age of 18 years reasonably suspects a child is at risk of harm, he or she is to be instructed to report such matters immediately to the RC or an available adult supervisor in their IBA activity area who will then assist the worker to comply with the necessary procedures.
- 6.4 Where there has been a complaint against a worker of perpetrated harm and the parties so agree, his or her continued employment or voluntary service with IBA during the period taken to make a final determination of whether that worker is guilty of any offence, is to be decided by an Interim Measures Committee. (IMC)
  - 6.4.1 The IMC is to comprise of three independent persons who are to be appointed by the RC, or in the event of his/her unavailability or being conflicted, by the vice-chair or immediate past Chair of the RMC.
  - 6.4.2 The functions of the IMC are administrative and not judicial.
  - 6.4.3 The IMC may for the period until the final determination of the allegation, and having due regard to relevant employee rights / fair practice, and employment contracts:
    - 6.4.3.1 Suspend or modify the duties of the worker with or without pay.
    - 6.4.3.2 Impose conditions on any continued employment or voluntary service of the worker or on his or her involvement in any activity of IBA.
    - 6.4.3.3 Require that the worker not communicate with specified persons.
    - 6.4.3.4 Temporarily suspend the employment or voluntary service of the worker while the IMC reaches other decisions; and/or
    - 6.4.3.5 Revoke or modify any decision it has made.

- 6.5 In performing its functions and having due regard to the bounds of procedural fairness, the IMC:
- 6.5.1 Is not bound by the rules of evidence and may inform itself of relevant facts by proper means as it sees fit.
  - 6.5.2 Is to permit the worker or his or her agent to address it.
  - 6.5.3 Is to act with all reasonable expedition.
  - 6.5.4 Is not to make conclusions about disputed facts relating to alleged harm.
  - 6.5.5 Is as far as practicable to apply the Child Protection Policy of IBA and is not to allow the implementation of that Policy to be displaced by any presumption of the innocence of the worker.
- 6.6 IBA and workers will responsibly and reasonably cooperate with law enforcement and child protection authorities in their investigation and any prosecution of harm.
- 6.7 No workers are to make any statement to the media about any risk of harm (either suspected or formally prosecuted) encountered during their engagement by IBA, and all inquiries about these matters from the media are to be referred to the RC or the DPS (see paragraph 34).
- 6.8 Workers are not to make any statements about any risk of harm (either suspected or formally prosecuted) encountered in the course of their employment or voluntary service with IBA to any alleged perpetrator or anyone associated with or representing that alleged perpetrator.
- 6.9 Upon receiving any report about risk of harm, the RC should consult with the DPS about what steps should be taken in respect of it by IBA.
- 6.10 The RC is to ensure that all appropriate care/professional support is made available to all persons associated with IBA who are impacted by an allegation. This will align with relevant policies and procedures such as POC.
- 6.11 IBA Workers are to be alert to any indicators of abuse-related trauma including:
- When a child says that he/she has been abused.
  - When a child or adult says that he/she knows of a child subject to abuse;  
or
  - Observations of a child's change in behaviour, emotional state and or injuries.

Indicators in many cases overlap and can interrelate to all forms of abuse and neglect.

An indicator in isolation does not automatically mean that a child is being abused. Workers should:

- Listen to the child/young person.
- Not ask leading questions.
- Reassure the child that you believe him/her. (If that be the case).
- Reassure the child that what has happened is not his/her fault.
- Reassure the child that telling you was the right thing to do.
- Document the child's disclosure as soon as possible.
- When documenting the disclosure use the same terminology as the child.
- Not make promises which cannot be kept, such as confidentiality.
- Reassure the child that there are people who can help to protect them.

- 6.12 An IBA worker is not an investigator and does not have to do any detective work. Even if the disclosed abuse has ceased, reporting it is still necessary to protect other children from the perpetrator.

Where a person over the age of 16, discloses that he or she was subject to abuse while he or she was a child, these procedures do not apply, but the person should be encouraged to take appropriate steps about the matter.

## **7. Managing potential perpetrators in IBA**

### **7.1 Where a person who**

7.1.1 is the subject of an unresolved complaint of alleged harm to a child; or

7.1.2 is reasonably suspected by IBA of having at any time engaged in harming a child,

attends at any function controlled by IBA, the responsible supervisor must ensure that that person does not have contact with, or communicate with, any child at that activity or function without adequate supervision.

- 7.2 A known perpetrator is not to be permitted to be present at any premises or take part in activity controlled by IBA except in accordance with the terms of a formal agreement entered into between the IBA and that person, which ensures the safety and wellbeing of children as per the Person of Concern (POC) Policy as amended from time to time.
- 7.3 If a known perpetrator does not comply with the terms of an agreement referred to in 7.2 the IBA may exclude that person from all premises controlled by the IBA and/or activities controlled by it.

## **PART B: WORKER AND CHILD SAFETY RESPONSIBILITIES**

### **8. Role of Workers**

Any person in IBA working with children must

- Be emotionally and ethically suited to the role to be undertaken.
- Be properly trained in mandatory reporting / awareness. (Refer **Appendix E**).
- Have been selected for their role in work with children after a proper investigation and screening of their suitability for such work (see para's 9-11).
- Have their performance in such work periodically reviewed.

### **9. Worker screening and selection processes**

A major form of prevention relates to appropriate and stringent screening and suitability assessment processes. Every worker engaged in IBA child related activities must be interviewed, screened, and recommended as suitable by the leader who has ultimate oversight responsibility for that activity area.

An important part of this process will involve:

- The completion of an IBA application form.
- A planned and prepared interview process approved by RC.
- Presentation and follow up of references.
- Agreement to undergo the WWCC.

A written recommendation must then be prepared by the person who has management/oversight responsibility and be submitted to the RC for endorsement/approval.

The process may include an RMC member, as a part of an accountable recruitment, selection, and appointment team.

Under normal circumstances no individual should be permitted to work in the areas of children's activities until being known by IBA for at least one (1) year.

Special circumstances may apply that include intimate knowledge of an applicant by people within the IBA leadership, or impeccable references from other agencies. Even in these circumstances the applicant should operate under a supervised probationary period of not less than six months, with no key direct child contact responsibilities. It is recognised that long term and intimate knowledge of a person engaged in this area of service may reduce components of the above screening and interview process.

It is acknowledged that from time-to-time additional helpers are engaged to provide support in relation to special events/activities. This may include parents or other people within the IBA who generously volunteer their services in terms of additional transport, or supervision during special events. It is unrealistic to expect those who fall into this category on a random basis to undergo additional training. However where possible a WWCC should be obtained and, in some cases, must be obtained (see **Appendix M**).

In rare instances where a WWCC or equivalent isn't obtained for an additional/occasional helper due to a relevant State legislation exemption (see **Appendix M**) an authorised leader/worker must be in attendance and accompany an "unauthorised" person at all times. It is a good practice for the IBA to think ahead and have a pool of "occasional" helpers suitably trained and screened.

## 10. **Service Screening/Working With Children's Checks**

Current Working With Children's Checks (WWCC) are required for **ALL** IBA workers who oversee or serve in the area of children's activity.

No person should be permitted to work at any level within the guidelines of this document without a current WWCC / equivalent and acceptable training.  
(See Training Strategy - **Appendix E**).

It is the responsibility of the IBA to identify and ensure that the above people obtain a WWCC every 5 years, undertake appropriate training every three years, and maintain appropriate records/registers.

**In relation to international screening or concerns, contact the DPS.**

If offences are identified and depending on the nature of the offence/s, it will remain the discretion of IBA to permit individuals to serve. Depending on the nature of other offences, strict conditions may be applied to an individual attending IBA activities having regard to the POC policy and processes.

Sexual abuse related offences will preclude that person from having any contact with, or responsibilities involving children/youth. In some cases, an offender may not be permitted to attend IBA associated activities under any circumstances. The DPS (or delegate) must be contacted and consulted.

If any worker refuses to undergo the WWCC check, they must not be appointed to the position that requires them to undergo such a check.

Workers, who for whatever reason have not undergone a WWCC check, are required to immediately do so.

Any person undertaking a service role who does not have a written employment contract or volunteer service agreement, must complete an agreement form (**Appendix I**). For those with an existing written employment or volunteer agreement the Supplementary Worker Contract (**Appendix J**) should be adopted.

#### 11. **Character Reference Requests**

Where IBA leaders, workers or representatives who are seen to be a IBA representative are asked to provide a character reference for anyone charged with a criminal offence, the DPS should be consulted. There can be severe consequences associated with the provision of references.

#### 12. **Worker identification**

All workers whilst actively carrying out their appointed responsibilities should always be issued with and wear photo identification tags. This not only identifies them as accredited IBA workers but communicates a clear message of professionalism and accountability. Photo identification tags should be always worn when on duty.

#### 13. **Punctuality**

Workers and designated helpers should keep to timetables to the best of their ability. If an activity is running significantly overtime, parents should be notified as soon as possible of the new anticipated time that their child/ren may arrive at the pre-determined point. If the activity is off-site and a delay has occurred, it may be appropriate to telephone one person who could inform all parents of the circumstances.

#### 14. **Moral wellbeing**

Workers must ensure that any television programmes, videos, music, magazines and/or online displays shown or used as part of the group's activities are suitable in content and appropriate to the age group represented, with due regard to IBA values.

Whilst official television and movie ratings should be observed, there will be situations where those in leadership will have the responsibility of approving the viewing of certain material.

Every worker is expected to maintain a high moral code. Foul, demeaning, bullying, racist or sexist language is not acceptable, and will not be tolerated by anyone working with IBA.

#### 15. **Inappropriate behaviour of a worker**

Any person who is concerned about the behaviour of any worker must refer the matter to the RC for consideration and intervention which is deemed appropriate.

#### 16. **Bullying**

Bullying is a form of persistent harassment, which demeans, threatens, intimidates, or humiliates a person. For any person in IBA leadership to act in such a manner is unacceptable and will not be tolerated.

#### 17. **Child Safety Responsibilities**

17.1 IBA workers are to do everything reasonably available to them to promote the physical, emotional, and mental wellbeing and safety of the children who are involved in the life of IBA ("the duty of care"). What is reasonable in a particular situation depends on its circumstances including the nature of the risk of harm to children and the practicability of the steps needed to eliminate it.

17.2 No set of detailed rules can be devised which when applied to a particular situation will clearly show what is the applicable duty of care. Paragraphs 8 to 34 contain some rules, which it is always prudent to observe unless there is good reason not to do so. They should only be departed from where a conscious and responsible decision has been made by the IBA that what is to be done satisfies its duty of care.

17.3 While Part B also applies generally to risk of harm, that issue is dealt with specifically in Section A.

## **18. Participation of Children**

18.1 In order to instil a culture of safety and awareness, children who attend regular and ongoing children's activities will be made aware of the following at least annually by the workers who oversee these activities:

18.1.1 expectations concerning appropriate behaviour

18.1.2 when, how, and who to speak to if they feel uncomfortable

18.1.3 protective behaviour strategies

18.1.4 other rights, responsibilities, and expectations in line with the Code of Conduct and the Child Protection Policies

Parents will be notified of when and with whom this will take place ahead of time and will also be made aware that the IBA Child Protection Policies, Procedures and the Code of Conduct can be obtained on the IBA website.

18.2 Adults and children can discuss or disclose abuse or seek support and advice by contacting the RC.

18.3 Children and their parents will be given the opportunity to provide feedback on and make suggestions re: children's programs regularly (e.g., via discussion, survey, suggestion box, etc) as determined by the IBA.

## **19. Care and supervision ratios of workers to children**

19.1 There is no fixed ratio, which will necessarily satisfy the duty of care in all situations. It will depend on all the circumstances which will include:

- The age needs and behavioural history of the children present.
- The skills and experience of the workers.
- The environment in which the children are placed.
- The nature of any risks to which the children may be exposed.
- The ready availability of backup if there are difficulties.

19.2 The following table is based on similar tables used in the childcare industry and may be used as a rough rule of thumb, but even compliance with it may not be sufficient to satisfy the duty of care in all situations.

### **RECOMMENDED MINIMUM SUPERVISION RATIO'S:**

Under two years of age: 1 approved worker to every 5 children.

Two years to school age: 1 approved worker to every 5 children.

Primary school age: 1 approved worker to every 5 children

Secondary school age Jnr: 1 approved worker to every 10 children

Secondary school age Snr: 1 approved worker to every 15 children

Notwithstanding these minimum ratios it is recommended that, for children of primary school age or younger, a minimum of two (2) workers be always present.

If any lesser ratios are used, it should only be after a conscious and responsible decision by the IBA that the supervision provided does satisfy its duty of care for the children.

## **20. Managing inappropriate behaviours in children**

If a child or young person misbehaves within a IBA activity, firm but gentle verbal correction which is respectful and age-appropriate should be the first response.

For a younger child a short period of "time out" may also be appropriate. A useful guide for determining the amount of time out is one minute for each year of the child's age.

However, it is not appropriate to use a time out strategy for children under three years of age. Parents should be made aware of these practices and procedures when enrolling children into IBA activities.

When a child is unresponsive or responds unsatisfactorily to reasonable requests to comply with a standard of behaviour, which is respectful to him/her, or other children, and/or those supervising, the matter must then be immediately reported to the parent/guardian.

In extreme cases, children may be precluded from activities for a period, until an undertaking is given, appropriate to age, to behave within acceptable limits.

If this decision is made, the parent is to be informed and where possible included in the negotiations regarding management strategies and restoration to that activity.

At no time is physical punishment or verbal intimidation permissible, even with parental approval.

## 21. **Toileting small children**

When a small child needs assistance in toileting, the following procedures should be observed:

Where practicable the parent should be responsible for attending to the child.

- If this is not practicable, the child should be encouraged to fully manage him/herself, according to ability.
- When designated helpers must assist a child, another adult worker should be informed upon leaving the activity and upon returning.
- Where possible, it may be useful to accompany more than one child to the toilet at any given time.
- Male leaders are not to assist in the toileting of girls.
- At no time should a child be allowed to enter a public toilet alone whilst in a IBA related activity/program.

Any person/worker who specifically takes on the responsibility of the care of children should be expected to provide a level of care, which fulfils Duty of Care standards, including a WWCC. It is the responsibility of IBA to establish and promote such procedures.

## 22. **Junior Kids programs check in/out procedures**

IBA should ensure adequate check in and out processes in relation to activities and events where children are placed into the supervision and care of those running a program.

For example: Children in junior programs (under 12 years of age) once checked into an activity must not be permitted to leave that activity or program unless collected by a parent or authorised person. A number of check in and out systems have been developed, successfully implemented, and readily accessible.

General medical/information forms (**Appendix F**) should be completed and filed in relation to all children attending the above programs.

## 23. **Physical health and safety**

The physical environment should always be such that the safety of children is paramount, e.g., any electrical equipment used is in safe working order, floors are kept

free of slippery surfaces, food is handled with the utmost care to as far as possible avoid contamination.

Any faulty equipment/plant, which constitutes a hazard to the safety of a child, should be immediately removed, where possible, and its condition should be reported to the relevant facility manager.

## **24. Transportation**

When a child or young person is travelling in a vehicle driven by a worker, or designated person, the vehicle will be driven carefully, always adhering to the legal speed limits and road laws. At no time should there be more passengers in a car than the number of seat belts which are in working order and available for use. Cars must be registered and driven by licensed drivers, holding current licences relevant to the type and class of vehicle driven.

In addition, the registered owner may use motorcycles, but the carrying of children and youth during official IBA activities as a pillion passenger without parental consent is prohibited. Hitch hiking is always prohibited.

In the event of an accident in which any person is injured, the RC, workers and parents must be informed as soon as possible. All relevant State legislations regarding the reporting of an accident must be followed.

Negligent driving can have painful emotional and legal consequences. Anyone who cannot/does not drive responsibly must not transport children. In addition, drivers must take children directly to and from arranged venues and not spontaneously detour or make additional arrangements without parental/leadership consent

If a child is travelling in a vehicle driven by a worker who possesses a learner permit or probationary licence, prior written consent must be obtained from a parent/guardian except in the case of a genuine emergency.

Alcohol must not be consumed eight hours prior to or during IBA children or youth activities. The use of illegal drugs is not permitted at any time.

In addition, no driver may provide transport if there is any possibility that he/she may be driving under the influence of illegal drugs or alcohol, or under any condition that would inhibit their ability to safely control a motor vehicle.

It is the responsibility of the driver to inform leaders of any situation that may inhibit their ability to safely be in charge of a motor vehicle.

## 25. **Risk Management**

IBA recognises that it is not possible to eliminate all risks of child exploitation and abuse, however through child safe and child protection strategies IBA aims to identify, mitigate, manage, and reduce the risks to children in its operations.

Risk management is covered in the IBA *Risk Management Policy and Procedures*. Risk assessment and risk management practices are embedded in procedures for all services, programs or activities authorised by the IBA.

In addition, a specific priority is to minimise risks of abuse of any kind to children who are in IBA care and to ensure their physical safety in the buildings used or activities arranged. Risk and safety assessments will be integrated into practice at every stage of intervention with a child or young person.

This means that the key services provided to children are identified. An assessment is then made of the risk posed to children relating to each of these services.

This also means identifying, assessing, and taking steps to minimise the risks of harm to children because of the action or inaction of another person involved with the organisation such as an employee, volunteer, or another.

If reoccurring child safe risks are evident in IBA or its environment, the RMC will record those risks and specify the action IBA will take to reduce or remove the risks (i.e. risk controls) and will monitor and evaluate the effectiveness of implementation.

In situations where a person seeks to attend or join IBA with a record of offending in child abuse of any kind, the IBA Person of Concern Policy ((POC) will serve as the prime guide to responding to and managing the process of risk management.

All Guests and workers will be encouraged to note concerns arising from observations or experience in writing. Copies of these will be stored securely, and indefinitely by the RC. For all IBA activities, appropriate risk assessment, management and reporting should be undertaken.

## 26. **Camping/Excursions/Activities**

The relevant IBA Leader must approve of and endorse all camps and excursions as an official IBA activity, and parental consent must be always obtained for activities that are conducted off site. All standards previously identified in this document in terms of transportation, child/youth management, ethical standards and risk management apply.

In the case of camps and off-site special events, parents/guardians must be supplied (in writing) specific information about the activity, including venue, contact details, all proposed activities as well as transport and sleeping arrangements, emergency/first aid arrangements and the names of designated leader/s.

Special event medical/information forms (**Appendix G**) and permission to attend special event form (**Appendix H**) must be supplied to, completed by parents, and maintained by the responsible leader or worker.

Leaders who have the ultimate oversight and responsibility must be appointed and have undergone all relevant training and preparation for such events. All leaders / workers must have completed an approved mandatory reporting/child protection awareness-training programme as well as undergone a WWCC.

For camps/overnight activities each person must have separate bedding and provision must be made for private changing and showering facilities.

Leaders / workers are not permitted share accommodation with one child/young person, unless they are a parent or guardian.

Children should not (where possible) be permitted to sleep in close proximity to workers. If unavoidable, or for younger children requiring closer supervision, increased levels of supervision and monitoring procedures must be implemented.

No less than two approved leaders should be always present. This also applies to children (boys and girls) sleeping in close proximity to each other.

No persons are permitted to shower together at any time.

At no time are leaders or workers permitted to provide, allow, or consume alcohol or illegal drugs.

If leaders are taking prescribed medication that would impair their ability to perform their role effectively, it is their responsibility to advise their designated leader.

In the case of campfires, the leaders and workers in charge must follow all local statutory rules and regulations always including total fire bans and ensure that appropriate fire safety precautions are in place.

Activities where a degree of risk is involved, for example pioneering, boating, air activities, abseiling, bushwalking, rock climbing, water activities, including sailing, scuba diving, canoeing etc., must only be undertaken under the direction and supervision of fully qualified persons. All laws, rules and regulations pertaining to these activities must be always followed. Such activities should be conducted with due regard to the Risk Assessment done for that activity and apply the risk management strategies identified.

Leaders and workers in relation to swimming/water activities must take precautions. The safety of the swimming area must be thoroughly examined in relation to depth, currents, and obstacles. A leader / worker must be appointed to always oversee and supervise the activity.

It is desirable to pair swimmers off (“Buddy System”) with each swimmer taking responsibility for keeping the other in view and immediately reporting any mishap or disappearance. At least one person with suitable lifesaving and first aid qualifications should be always on standby.

All persons must always wear swimming attire.

It is the responsibility of individual IBA workers to familiarise themselves with all relevant State legislative standards and safety procedures in relation to activities undertaken.

## **27. Internet Access**

Internet access, email, social media and ‘smart-phone’ facilities are in most cases available for the purpose of communication, research, and business purposes.

Workers hold positions of trust and leadership and are at all times prohibited from: sending, receiving, downloading, displaying, printing or otherwise disseminating material that is sexually explicit, obscene, profane, discriminating, fraudulent, offensive, defamatory, or otherwise in any way unlawful.

## **28. Initiation/secret ceremonies**

Initiations and or secret ceremonies are prohibited.

## **29. Meetings/Locations**

To ensure that safety and integrity is maintained for all concerned, workers should always conduct one on one meetings in an area that is private but not isolated. It is not considered wise to meet with an individual child in a secluded/blind area. Where possible it is desirable that the room used for such meetings have glass inserts in doors, which will maintain confidentiality, whilst eliminating a secluded or blind area. Where there is a perceived risk that a child might falsely allege inappropriate behaviour by a worker, a third person should be present.

## **30. Care/Support/Counselling**

It is the responsibility of the IBA to ensure that all workers are made aware of the difference between a qualified “counsellor”, and a person providing “care” support. The term “counsellor” relates to a suitably qualified person.

Workers should always keep their RC informed of their service case load, who they are meeting with, and who they are providing direction or support to via an ongoing process of supervision and support.

Any form of touching in a secluded or blind area must be always avoided. Workers must not visit children at home without obtaining parental/guardian permission.

Workers must not visit young people in the home or at isolated locations if no other person is present.

The counselling guidelines in the IBA Code of Conduct Policy are applicable to this section.

## **PART C: MISCELLANEOUS**

### **31. Privacy**

All information concerning children must be kept confidential and only disclosed to authorized persons. Procedures for storage of information concerning children associated with IBA should be arranged with the RC. Refer to the IBA Privacy Policy as amended from time to time.

### **32. Communication**

The IBA will annually:

- Communicate the availability of these policies to those who associate with IBA.
- Encourage and facilitate feedback on all IBA activities relating to children (ref paragraph 18.3).

### **33. Worker Awareness**

33.1 Workers should be aware that State legislation generally has provisions to protect workers against civil and criminal liability for having reported suspected risk of harm to the relevant State report line. It is generally the case that the identity of a notifier to the report line is not to be disclosed, but this does not prevent IBA being told of it.

33.2 State legislation protects the mandatory reporter's identity from disclosure. In addition, the legislation provides that if the report is made in good faith, the reporter cannot be liable in any civil, criminal, or administrative proceedings.

- 33.3 Other than a report to the mandatory report line, a worker who informs another person of suspected risk of harm, which cannot ultimately be proved, can be liable for civil damages in defamation. Extreme care needs to be taken in making such an allegation to anyone other than the State report line and the RC.
- 33.4 If workers become liable in law to pay damages to any person who has suffered loss from any breach by them of their duties, they are likely to be covered for such damages by the IBA insurance.
- 33.5 Other than for damages in defamation, State Volunteers Protection legislation generally relieves an unpaid worker acting for the IBA from civil liability for any breach of duty provided they have acted in good faith and without recklessness.

#### 34. **Media Management**

As a part of the IBA commitment to open, accountable, and professional responses, the persons authorised to make media comment concerning matters pertaining to alleged breaches of the Child Protection Policy are limited to:

- RC (who is to seek advice from the DPS)
- RMC Chair (who is to seek advice from the RC and DPS)
- The DPS or delegate

## **APPENDICIES**

## Appendix A

### Excerpts from NSW Child Protection Legislation

**Acknowledgment:** Nicole Paterson, Research Officer with the Child Family Community Australia (CFCA) information exchange at the Australian Institute of Family Studies.

This appendix outlines the legislative definitions of 'a **child in need of protection**', according to the NSW child protection legislation. This includes the circumstances in which persons are mandated to intervene in the protection of a child, due to risk of harm.

#### New South Wales

Section 3 of the [Children and Young Persons \(Care and Protection\) Act 1998](#) (NSW) defines child as a person who is under the age of 16 years.

Section 71(1) of the *Children and Young Persons (Care and Protection) Act 1998* (NSW) deems that the Children's Court may make a care order in relation to a child or young person if it is satisfied that the **child or young person is in need of care and protection** for any reason including, without limitation, any of the following:

'(a) where there is no parent available to care for the child or young person as a result of death or incapacity or for any other reason,

(b) the parents acknowledge that they have serious difficulties in caring for the child or young person **and, as a consequence**, the child or young person is in need of care and protection,

(c) the child or young person has been, or is likely to be, physically or sexually abused or ill-treated,

(d) subject to subsection (2) the child's or young person's basic physical, psychological or educational needs may not be met, or are likely not to be met, by his or her parents or primary care givers,

(e) the child or young person is **suffering, or is likely to suffer serious developmental impairment or serious psychological harm as a consequence of** the domestic environment in which he or she is living,

(f) in the case of a child who is under the age of 14, the child has exhibited sexually abusive behaviours and an order of the Children's Court is necessary to ensure his or her access to, or attendance at, an appropriate therapeutic service,

(g) the child or young person is subject to a care and protection order of another state or territory that is not being complied with,'

Section 71(2) of the *Children and Young Persons (Care and Protection) Act 1998* (NSW) states that the Children's Court cannot conclude that the basic needs of a child or young person are likely not to be met only because of:

'(a) a parent's or primary care-giver's disability, or

(b) poverty.'

Section 23 of the *Children and Young Persons (Care and Protection) Act 1998* (NSW) deems that a child or young person is **at risk of significant harm** if current concerns exist for the safety, welfare or wellbeing of the child or young person because of the presence, to a significant extent, of any one or more of the following circumstances:

'(a) the child's or young person's basic physical or psychological needs are not being met or are at risk of not being met,

(b) the parents or other caregivers have not arranged and are unable or unwilling to arrange for the child or young person to receive necessary medical care,

(b1) in the case of a child or young person who is required to attend school in accordance with the [Education Act 1990](#) (NSW) - the parents or other caregivers have not arranged **and** are unable or unwilling to arrange for the child or young person to receive an education in accordance with that Act,

(c) the child or young person has been, or is at risk of being, physically or sexually abused or ill-treated,

(d) the child or young person is living in a household where there have been incidents of domestic violence **and, as a consequence**, the child or young person is **at risk of serious physical or psychological harm**,

(e) a parent or other caregiver has behaved in such a way towards the child or young person that the **child or young person has suffered or is at risk of suffering serious psychological harm**,

(f) the child was the subject of a pre-natal report under section 25 **and** the birth mother of the child did not engage successfully with support services to eliminate, or minimise to the lowest level reasonably practical, the risk factors that gave rise to the report.'

*Children and Young Persons (Care and Protection) Act 1998* (NSW). Retrieved from [www.legislation.nsw.gov.au/#/view/act/1998/157/full](http://www.legislation.nsw.gov.au/#/view/act/1998/157/full)

## Appendix B - NSW Mandatory reporting requirements

<p>Who is mandated to report under the Children and Young Persons (Care and Protection) Act 1988.</p>	<p>A person who, in the course of his or her professional work, or other paid employment, delivers health care, welfare, education, children's services, residential services or law enforcement, wholly or partly, to children.</p> <p>A person who holds a management position in an organisation, the duties of which include direct responsibility for, or direct supervision of, the provision of health care, welfare, education, children's services, residential services or law enforcement, wholly or partly, to children.</p> <p>A person in religious ministry, or a person providing religion-based activities to children.</p> <p>A registered psychologist providing a professional service as a psychologist.</p> <p>Note: Children's services means either or both of the following (subject to the regulations): (a) an education and care service within the meaning of the Children (Education and Care Services) National Law (NSW); (b) a State regulated education and care service within the meaning of the <i>Children (Education and Care Services) Supplementary Provisions Act 2011</i>.</p>
<p>What must be reported?</p>	<p>Suspicion on reasonable grounds, obtained during the course of or from the person's work, that a child is at risk of significant harm because of the presence to a significant extent of circumstances of: neglect, physical abuse, sexual abuse, psychological abuse, risk of harm through exposure to domestic violence, and failure to engage with services after a pre-natal report.</p>
<p>Abuse and neglect types that must be reported</p>	<ul style="list-style-type: none"> <li>▪ Physical abuse</li> <li>▪ Sexual abuse</li> <li>▪ Emotional/psychological abuse</li> <li>▪ Neglect</li> <li>▪ Exposure to domestic violence</li> </ul>

## Appendix C NSW Mandatory Reporting lines and processes

### New South Wales

Reporting authority	Further services/information	Contact details
<a href="http://www.facs.nsw.gov.au/families/Protecting-kids/reporting-child-at-risk">Department of Family and Community Services</a> (www.facs.nsw.gov.au/families/Protecting-kids/reporting-child-at-risk)	<p>The Department of Family and Community Services is responsible for handling reports of child abuse and neglect in New South Wales. Information about the process of reporting child welfare concerns can be found on the department's <a href="http://www.facs.nsw.gov.au/families/Protecting-kids/reporting-child-at-risk">Reporting a Child at Risk</a> webpage (www.facs.nsw.gov.au/families/Protecting-kids/reporting-child-at-risk).</p> <p>For information about mandatory reporting, refer to the <a href="http://www.facs.nsw.gov.au/families/Protecting-kids/mandatory-reporters">Mandatory reporters</a> webpage (www.facs.nsw.gov.au/families/Protecting-kids/mandatory-reporters).</p>	<p>Phone:            Child Protection Helpline            Ph: 13 21 11 (24 hours)            (TTY/voice calls: 133 677; Speak &amp; Listen: 1300 555 727; SMS 0423 677 767)</p> <p>Online:            Mandatory reporters with less serious concerns can use <a href="http://reporter.childstory.nsw.gov.au/s/">eReporting</a> (reporter.childstory.nsw.gov.au/s/).</p>

## Appendix D

### "CONFIDENTIAL"

#### IBA - RISK OF HARM PRELIMINARY REPORT FORM (EXAMPLE)

Date: ..... Time: .....

IBA NSW Region: .....

Child's name: ..... DOB/Age: .....

Address: .....

Has the Child Abuse Report Line been notified? YES/NO (circle)

Report Officer's name (if known) .....

Time/Date: .....

If not, reason? .....

Name of person reporting: .....

Any specific allegations made by the child/young persons? (dot point) .....

- .....
- .....
- .....
- .....

Name of person suspected. ....

Age or DOB if known: ..... Position: (if any) .....

Address: (if known) .....

Please provide brief details on the behaviour observed or how the suspicions came to light. Record all details such as when, where, who, how and any other possible witnesses or persons involved or who could be affected. (Attach sheet if necessary)

.....  
.....  
.....

How did the person making the report become aware of the situation? .....

.....

Any further details: (attach additional sheets if necessary)

## Appendix E

### IBA - Child Protection Training Strategy

IBA requires that all “workers” as defined in this policy, undergo the established training program:

IBA requires that all “workers” as defined in this policy, undergo the established training program:

The IBA Child Protection Training Strategy utilises the Child Protection Solutions (CPS) or equivalent training modules which consists of a 5.5 Hour Customised UNDERSTANDING AND RESPONDING TO CHILD ABUSE AND EXPLOITATION intensive seminars.

CPS seminars also include additional specialist Child Sex Offender Awareness modules with an emphasis on *“MAKING CHILDREN & THE AGENCY SAFE”*

Once those identified within the IBA Child Protection Policy have undertaken the initial 5.5-hour intensive they are required at a minimum to attend and complete 3-hour update/refresher every three years.

While CPS is an experienced independent agency, which delivers this training, other qualified providers may be engaged through other State providers.

However, the CPS training strategy has the following advantages:

- Training is presented via the highly experienced (former) child protection investigators and prosecutors.
- The CPS model also offers ongoing “on tap” support and consultancy to individuals and agencies in relation to all matters relating to professional standards and child protection.
- A range of additional customised seminars are offered which are designed to add to and enhance the strategy, as well as provide greater support to those who oversee or have direct involvement in child/youth related programs.

## Appendix F

### IBA - MEDICAL & HEALTH INFORMATION – GENERAL (EXAMPLE)

Name: .....  
(Surname) (Christian names)

Home Address: .....  
.....

Next of kin for notification of any information:

Name .....  
.....

Relationship .....

Telephone (Home) ..... (Work) .....

Do you give permission for medical intervention (including ambulance services) in the case of an emergency and you cannot be contacted immediately? YES / NO

Is your child covered by a private medical benefits fund YES / NO

If yes, the name of the fund .....  
.....

Medicare number .....

Are there any other conditions which the IBA should be aware of regarding the health and well-being for your child? e.g., Asthma, allergies, convulsive seizures, diabetic YES / NO

If so, please indicate (or use a separate sheet, if appropriate) .....  
.....

Regular doctor's name and phone number .....

Has your child had a tetanus immunisation? YES / NO

If so, when? .....

Is your child allergic to any drug/medicine? YES / NO

If so, please give details .....  
.....

Are there major food allergies which we need to know about? YES/ NO

If so, please give details .....  
.....

Any other comments? .....  
.....

## Appendix G

### IBA - MEDICAL & HEALTH INFORMATION – SPECIAL EVENT (EXAMPLE)

Name: .....  
(Surname) (Christian names)

Is your child taking any regular or currently prescribed medication? YES / NO

If so, please name the medication and provide details of dosage and administration. ....

.....

.....

Your child's leader will administer medication to your child as directed by written instructions from you. Please clearly mark your child's name on all medication along with the dosage and administration procedures.

Is there anything about your child's health which means that s/he should engage in only limited physical activity? YES / NO

If so, please give details .....

Does your child require a special diet because of health problems? YES / NO

If so, please give details .....

Is there any other information which may help us care for your child? YES / NO

If so, please give details .....

For emergency use only

In case of emergency, contact .....

Phone Number .....

Name of family doctor .....

Address of doctor ..... phone .....

Name and address of any other medical specialist treating your child

Doctor ..... phone .....

Do you give permission for an ambulance to be called if deemed necessary (any costs being the parent's responsibility)? YES / NO

Signed: ..... date .....  
(parent/caregiver)

Witnessed .....

## Appendix H

### IBA - PERMISSION TO ATTEND EVENT/CAMP FORM (EXAMPLE)

As a parent/caregiver of:.....

I, ..... give my consent for him/her to take

Part in the (special activity or camp) to be held at the ..... (event site)

from ..... to ..... (or on ..... )  
(date) (date) (date)

I have seen the attached copy of the programme for the ..... (event) and acknowledge that risk of injuries is inherent in physical activities. While I am aware that staff will take all due care, I recognize that accidents may occur.

The IBA Workers and volunteer supervisors have my authority to take whatever action they think necessary to ensure the safety, wellbeing and successful conduct of the participants as a group or individually in the above-mentioned activity.

If my child becomes ill or is accidentally injured, I agree that IBA may obtain on my behalf whatever medical treatment my child requires. I will agree to pay all such medical expenses.

I have attached information as asked concerning my child's health including any relevant details of his/her limitations for the planned activity. My child's own local doctor or medical specialist may be contacted in an emergency.

I also acknowledge that the IBA and all its representative leaders or other helpers at (event) can accept no liability for any personal injury or property loss suffered by my child during the period of the ..... Event.

Signed: ..... date:

.....

Witnessed: ..... date: .....

## Appendix I

### IBA Employee / Volunteer SERVICE AGREEMENT

I ..... of .....  
(name of worker) (address)

1. Declare that except as is stated below I have never:
  - (a) been guilty of any sexual misconduct against any person;
  - (b) have never committed any criminal offence involving fraud, violence or drugs;
  - (c) have never committed any offence against road traffic laws (except parking offences);
  - (d) am of good character and suitable for service within the IBA.(If exceptions to the above, give details and if insufficient room place them in an attachment).
2. Acknowledge I have read and agreed to the Child Protection Policies of IBA and the Child Protection Manual of Procedures and have agreed to and signed the IBA Code of Conduct – Safeguarding Children and Young People.
3. Agree I will cooperate with the Director of Professional Standards (DPS) in any investigation undertaken by the DPS in relation to the IBA.
4. Agree I will attend and take part in education courses to fit me for service with children.
5. Acknowledge that by signing this agreement no legal contract is created between myself and IBA but accept that it acts as a consent for the operation of the Child Protection and Procedure Manual and compliance with the Code of Conduct – Safeguarding Children and Young People, and that legal consequences may follow if I have knowingly given false answers to any of the questions 1 – 4 above.

Signature: ..... Witness: .....

Full name: ..... Name: .....

Address: ..... Date: .....

## Appendix J

### IBA - SUPPLEMENTARY SERVICE AGREEMENT

I ..... of .....  
(name of worker) (address)

1. Agree that this document contains additional terms for my engagement by IBA and my continued employment / volunteer service is conditional upon my executing it.
2. Declare that except as is stated below I have never
  - (a) been guilty of any sexual misconduct against any person;
  - (b) have never committed any criminal offence involving violence or drugs;
  - (c) have never committed any offence against road traffic laws (except parking offences);
  - (d) am of good character and suitable for service within the IBA.(If exceptions to the above give details and if insufficient room place them in an attachment).
3. Acknowledge I have read and agreed to the IBA Child Protection Policy and Procedures and Children and Code of Conduct – Safeguarding Children and Young People.
4. Agree that if any allegation of harm to a child is made against me the Interim Measures Committee (IMC) is to have jurisdiction to determine whether, and on what conditions, my employment should be continued until the allegation is finally determined.
5. Agree I will attend and take part in education courses to fit me for service with children.

Signature: ..... Witness: .....

Full name: ..... Name: .....

Address: ..... Date: .....

## APPENDIX K

### IBA - CODE OF CONDUCT FOR CHILDREN AND YOUNG PEOPLE

The following is the Code of Conduct for all Children and Young People who are participants in a children's or youth activity with IBA.

***We all have a right to feel safe and be safe at all times.***

***This Code of Conduct serves to protect everyone.***

***Please speak with any leader, or worker, if you have any concerns.***

***This Code of Conduct applies to all children who attend.***

<b>I WILL:</b>	<ul style="list-style-type: none"><li>• Behave respectfully, courteously and ethically towards everyone who I come into contact with while I attend or participate in any IBA activity.</li><li>• Listen to the leaders, workers, when I attend or participate in a IBA activity.</li><li>• Give feedback to my leader about activities I attend when I am asked to and any other time that I might like to.</li></ul>
<b>I WILL NOT:</b>	<ul style="list-style-type: none"><li>• Break this code of conduct or encourage other participants to</li><li>• Engage in any form of bullying towards any other participant of any IBA activity.</li><li>• Behave in a manner that is rude or violent towards any other participant or leader/worker</li><li>• Use language that is offensive by the standards of the leaders/workers/ at any IBA activity.</li></ul>
<b>IF I THINK THIS CODE OF CONDUCT HAS BEEN BREACHED BY ANOTHER PERSON I WILL:</b>	<ul style="list-style-type: none"><li>• Speak to a leader/worker or my parents/caregivers and expect that any concerns I raise will be listened to and responded to appropriately</li></ul>
<b>IF I UNINTENTIONALLY OR INTENTIONALLY BREACH THIS CODE OF CONDUCT I WILL:</b>	<ul style="list-style-type: none"><li>• Accept responsibility for my own actions, seek to apologise and change my behaviour if I am allowed to continue to attend any IBA program or activity.</li><li>• Agree to follow the direction and abide by any decision of the leadership of the IBA.</li></ul>

*The alternative below can be used for very young children and printed on a poster or written somewhere for the children to see/be directed to if needed*

#### **I WILL:**

- Play SAFELY, be GENTLE and KIND to everyone
- LISTEN to the leaders
- ASK a leader if I need help
- TELL a leader if I am unhappy so they can help me
- Say SORRY if I make a mistake and try again

## APPENDIX L

### IBA WORKER CODE OF CONDUCT – SAFEGUARDING CHILDREN AND YOUNG PEOPLE



#### Abstract

This code of conduct outlines expected standards of conduct that as applied, will serve to safeguard children and young people and all who are involved in IBA care.

This Code of Conduct has been approved by the Board of IBA to explain what is expected of IBA representatives to safeguard Children and Young People from harm, including sexual exploitation, abuse, and harassment. These expectations are explained in detail so that IBA representatives understand how to do the right thing, as we work towards all people being able to enjoy a fulfilled life.

*The IBA is committed to the safety and wellbeing of all children and young people accessing our services as detailed in the Child protection Policy and Procedures document.*

*In accordance with that policy, we support the rights of the child and will act without hesitation to ensure a child safe environment is always maintained.*

*We also support the rights and wellbeing of our Leaders, Workers and all who voluntarily serve, and encourage their active participation in building and maintaining a secure environment for all participants.*

*This code of conduct outlines expected standards of conduct that as applied, will serve to safeguard all who are engaged in environments where children and young people are involved.*

All those who serve children and young people under the auspices of the IBA should also be fully aware of the **Child Protection Policy and Procedures** alongside this Code of Conduct.

Senior IBA RC / Officer \_\_\_\_\_

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## Definitions

**“At Risk”** is as defined by the relevant State Legislation as contained in the Child Protection Policy and Procedures document.

**“Child”** refers to children and young people under the age of 16 years at the time of the alleged abuse, and in more general reference, under the age of 16.

**“Child Protection Policy”** is the Child Protection Policy and Procedures document adopted by IBA.

**“DPS”** is the Director of Professional Standards.

**“IBA”** is the **Indigenous Basketball Australia Limited**.

Indigenous Basketball Australia Limited (IBA) is the overall agency which oversees the Indigenous Community Basketball League (ICBL) and National Indigenous Youth Basketball Program Australia (NIYBPA).

**“Mandatory reporting”** is reporting as required by relevant NSW State Legislation as detailed in the IBA Child Protection and Procedures document.

**“Service Agreement”** is the agreement generally designated by **Appendix I** to the Child Protection Policy.

**“Worker”** is a Leader, employee, volunteer, or other person who is involved in the oversight and/or direct service to children through IBA.

## Persons subject to the Code

The Code applies to:

- All employees of IBA who serve Children or Young People
- All leaders and volunteers who serve or oversee Children or Young People activities
- All members of IBA who serve in Children or Young People

# CODE OF CONDUCT

## – Safeguarding Children and Young People

### 1. Our Identity:

Indigenous Basketball Australia Limited (IBA) is the agency which oversees the Indigenous Community Basketball League (ICBL) and National Indigenous Youth Basketball Program Australia (NIYBPA). The ICBL is the first level of competition for Aboriginal and Torres Strait Islander youth aged 13 & 14, helping start; or to support their journey on the basketball pathway from the grassroots level to a higher level in a positive and fun environment.

Being the overall agency, IBA expects all who are involved in IBA activities to serve with integrity and a high ethical standard towards those children and young people we are engaged with. This applies to all affiliated agencies, particularly the ICBL and NIYBPA and any contractors.

IBA recognizes the power differential between children / young people and adults in activities and associated roles, and these guidelines seek to ensure that such a power is not used to harm children, young people, or any other vulnerable person.

The adoption of this **Code of Conduct** should stand in direct relation to the **IBA Child protection Policy and Procedures document** and together reflect a deep desire for an open, accountable process that seeks to express justice, acceptance, and compassion to all parties, rather than any prime intent to protect IBA.

### 2. Our Commitment

Our commitment is to serve with the conviction that all people should be able to live, work and learn in an environment that is free from abuse of any kind. Our commitment is to cultivate an environment and culture where a diversity of people, regardless of age, gender, race, and culture can thrive and grow holistically. That is, we are committed to IBA being a safe place for all people, with a special focus on the safety and wellbeing of children and young people.

This **Code of Conduct** aims to detail the standards of conduct expected by Leaders, workers and all who otherwise perform their duties in working with children and to provide guidance in areas where there is a need to make personal and ethical decisions.

The **Code of Conduct** is to function in alignment with the statutory and compliance requirements of the relevant State Legislation where IBA is operating.

### 3. Specific expectations of those who serve

All persons subject to this Code will:

- a) Behave in accordance with the moral standards as understood and accepted by IBA and in a manner consistent with the fundamental values of IBA as expressed in its governing documents;

- b) In their dealings with others (both inside and outside of IBA) act with respect for the dignity and the rights of all others;
- c) Comply with their obligations under the IBA Child Protection Policy and Procedures;
- d) Not do anything to bring the IBA into disrepute.

#### **4. Specific obligations**

- a) Maintain the confidentiality of information derived in the course of their service for IBA except where disclosure is either consented to by all persons involved or is necessary for the proper performance of that activity;
- b) Not call themselves, or hold themselves out as, counsellors unless appropriately qualified;
- c) Where they have counselled anyone in the course of their service, to not thereafter enter into any intimate relationship with that counsellee for a period of two years after the end of the counselling;

#### **5. Specific expectation to Protect Children and Young People from Abuse**

Any abusive behaviour towards children will not be tolerated. All allegations will be investigated and reported in accordance with the State mandatory reporting legislation.

#### **6. DO:**

All people involved in the care of children on behalf of IBA are expected to:

- a) speak up about concerns of suspected abuse with the DPS or the RC as soon as possible;
- b) adhere to the IBA Child Protection Policy and Procedures and uphold the IBA commitment to child safety at all times;
- c) report to 24-hour Child Protection Helpline if it is suspected, on reasonable grounds, that a child is, or may be at risk;
- d) contact the police if a child is at immediate risk of abuse (telephone '000');
- e) record and act upon all allegations or suspicions of abuse, discrimination or harassment;
- f) if an allegation of child abuse is made, ensure as quickly as possible the immediate and ongoing safety of the child;
- g) conduct themselves in a manner consistent with their position as staff, Leader, volunteer, leader or contractor of IBA and as a positive role model to children;
- h) take all reasonable steps to protect children from abuse, recognising duty of care;
- i) establish and maintain a child-safe environment in the course of their work;

- j) treat children and young people with respect. Value their ideas, opinions and consider their age, background and abilities;
- k) listen and respond to the views and concerns of children and young people, particularly if they are telling you that they are, or another child or young person has been abused or that they are worried about their safety/the safety of another child or young person;
- l) promote the cultural safety, participation and empowerment of **Aboriginal and Torres Strait Island** children (for example, by never questioning an Aboriginal and Torres Strait Island child's self-identification);
- m) promote the safety, participation and empowerment of children with **culturally and/or linguistically diverse** backgrounds (for example, by having a zero tolerance of discrimination);
- n) promote the safety, participation and empowerment of **children with a disability**;
- o) ensure (as far as practicable) that adults are not alone with a child or young person, or, at least, observable by another adult;
- p) be professional, consistent and responsible in all your actions;
- q) maintain strict impartiality;
- r) respect confidentiality when sharing information about children in accordance with the Child Protection Policy and Procedures and your reporting obligations.

## 7. DO NOT:

All people involved in the service of children or young people on behalf of IBA must not:

- a) ignore or disregard any suspected or disclosed child abuse;
- b) put a child at risk or fear of abuse (for example, by locking doors for an improper reason);
- c) speak to a child in a way that is or could be construed by any observer as harsh, threatening, intimidating, shaming, derogatory, demeaning, or humiliating.

Some examples are:

- swearing or using inappropriate language in the presence of a child or young person;
- yelling at a child, except in an emergency situation where the child's safety may be in danger;
- dealing with a child in anger; and
- using hurtful sarcasm.

- d) discuss sexual activities with a child, unless it is a specific role requirement, and the person is trained or qualified to discuss these matters;
- e) have private contact with a child outside of IBA activities without the knowledge and/or consent of IBA leadership;
- f) do things of a personal nature that a child can do for him/herself, such as providing aid with changing clothes or using the bathroom;
- g) hold, kiss, cuddle or touch a child or vulnerable person in an inappropriate, unnecessary or culturally insensitive way; {It may be necessary to hold a baby or child to comfort or sooth, but this should be done with due regard to accepted practice and with parents' consent;
- h) have any online contact with a child (including by social media, email, instant messaging etc.) or their family (unless necessary and approved by IBA and the child's parents/guardians in accordance with IBA Virtual Online Policy guidelines;
- i) exchange personal contact details such as phone number, social networking sites or email addresses with a child (unless necessary and approved by IBA and the child's parents/guardians;
- j) use, possess, or be under the influence of alcohol while supervising a child;
- k) use, possess, or be under the influence of illegal drugs while supervising a child;
- l) provide or allow a child to consume alcohol or illegal drugs;
- m) consume alcohol or illegal substances within the presence of children or provide alcohol or drugs to children including illegal and prescription substances.
- n) initiate unnecessary physical contact with a child, or do things of a personal nature for them that they can do for themselves;
- o) engage in rough physical games, hold, massage, kiss, cuddle or touch a child in an inappropriate and or/culturally insensitive way;
- p) engage in any sexual contact with a child for any purpose;
- q) take a child to your home or encourage meetings outside program activities (unless necessary and approved by IBA and the child's parents/guardians);
- r) be naked in the presence of a child;
- s) possess sexually explicit printed materials (magazines, cards, videos, films, clothing, etc.) in the presence of children;
- t) sleep in the same bed, sleeping bag, room or tent with a single child;

- u) discriminate against any child, on the basis of age, gender, race, culture, sexuality, or disability;
- v) engage in any activity with a child that is likely to emotionally harm them (e.g. watch a movie that is age or content inappropriate for a child);
- w) be alone with a child unnecessarily and for more than a very short time, unless you are observable by another adult or it is unavoidable;
- x) develop a 'special' relationship with a specific child for their own needs;
- y) show favouritism through the provision of gifts or inappropriate attention;
- z) photograph or video a child without the consent of the child and his/her parents or guardians;

## DECLARATION

I, \_\_\_\_\_, have read this Code of Conduct and the Child Protection Policy and Procedures that express the intent of the IBA to protect and nurture children and other vulnerable people.

I agree to comply with these values, standards, and behavioural expectations and all related compliances. I understand that if I breach this Code of Conduct or commit an act of serious misconduct or break the law, this may, in accordance with IBA policy and associated employment / engagement conditions, lead to the institution of such action as:

- Temporary suspension from duties with or without pay while a decision is reached on the breach.
- Modification of duties.
- Imposition of conditions on any continued employment or involvement in IBA activities.
- Requirement of non-communication with specified persons.
- Suspension of employment or voluntary service
- Revoke or modify any decision it has made.
- Being reported to the police and charged with a criminal offence.

Signed: \_\_\_\_\_

Date: \_\_\_\_ / \_\_\_\_ / 20\_\_

Witness: \_\_\_\_\_

Date: \_\_\_\_ / \_\_\_\_ / 20\_\_

Senior officer of the IBA \_\_\_\_\_

## APPENDIX M

### IBA - WORKING WITH CHILDREN CHECKS – EXCLUSIONS

If the following conditions are met by a person serving in an unpaid capacity, they may generally be eligible for an exclusion and in some circumstances may not be required by IBA to obtain a WWCC.

However, each State may differ and modify these circumstances from time to time and workers should remain up to date with the relevant State policy.

NSW details the following exemptions:

- Under 18s
- Visiting NSW for a short time
- Close relatives volunteering at their children's usual school and extra-curricular activities. There are three specific instances when close relatives **do** need a Check when they are volunteering at school or activities:
  1. providing personal care for a child with disability
  2. participating in a formal mentoring program
  3. at an overnight camp for kids.

#### Do you need a Working with Children Check?

Definitely	No Check required
You work with children (this includes music teachers, extracurricular coaches, instructors, dance teachers, tutors, au pairs and nannies).	You are under 18.
You work or help children with disability.	Your work occasionally includes helping out with children as an incidental part of your role your work with children is very short term - a visitor to a school as a guest speaker.
You provide transport for children (including to their work in the entertainment industry).	You are a co-worker or supervisor of a worker who is under 18.
You volunteer to work with children who are not close relatives.	You work in the NSW or Australian Federal Police forces.
You are working or volunteering at a kids' overnight camp.	You are a private practice health practitioner who treats children with another adult present.
You provide babysitting through an agency.	You are visiting from interstate and working with children for fewer than 30 days
	You work as a referee, umpire or linesperson or other sporting official where the work does not involve contact with children for extended periods without other adults being present.
	A tradesperson who may incidentally come into contact with children but is not working with the children.

PLEASE NOTE: Despite the above provisions, it is considered best practice for all volunteers who meet exclusion criteria to still obtain a WWCC.

**THE ABOVE EXCLUSIONS CANNOT UNDER ANY CIRCUMSTANCES APPLY IF** a person has ever been prohibited from working with children in any State or Territory in Australia

## Appendix N

### Risk Assessment / Management Template

Use the following Tables to complete the Child Protection Risk Assessment.

**In Table 1** (a) Detail all activities; (b) Identify associated risks; (c) Determine the level of Likelihood; (d) Decide the level of Consequence; (e) Insert the level of Risk assessed from the **RISK RATING (table 2)**; (f) Develop Strategies to minimise risk.

Any activity area that rates as a **High Risk** must have a specific plan of response and have a heightened awareness by all.

**TABLE 1 – RISK ASSESSMENT**

ACTIVITY AREA (Detail)	RISKS (Identify)	LIKELIHOOD (Determine) -Almost certain - Likely -Unlikely -Rare	CONSEQUENCES (Decide) - Insignificant - Minor - Moderate - Major - Catastrophic	RISK RATING (See table below) Low (Green) Med (Yellow) High (Red)	Strategies to minimise risk (Develop)

#### ACTIVITY AREA

- Describe the activity.
- State whether it is ongoing or a stand-alone event.
- Describe if it is on or off site.

#### RISKS

- Identify which risks have potential to impact on the exposure and protection of children.

#### LIKELIHOOD

- Determine the likelihood of the identified risk occurring with the controls in place.
- Ratings are: Almost Certain, Likely, Unlikely or Rare

#### CONSEQUENCES

- Decide re the child and IBA: Insignificant; Minor; Moderate; Major; Catastrophic

**TABLE 2 RISK RATING**

Use this table to insert the relevant RISK level colour in the 'RISK RATING' cell in Table 1 above.

<b>Likelihood</b>	<b>Insignificant Consequences</b>	<b>Minor Consequences</b>	<b>Moderate Consequences</b>	<b>Major Consequences</b>	<b>Catastrophic Consequences</b>
<b>Almost Certain</b>	Low	Medium	High	Extreme	Extreme
<b>Likely</b>	Low	Medium	High	High	Extreme
<b>Possible</b>	Low	Medium	Medium	High	Extreme
<b>Unlikely</b>	Low	Low	Medium	Medium	High
<b>Rare</b>	Low	Low	Medium	Medium	Medium

## **SUPPLEMENTARY IBA APPENDICES**

## Appendix 0

### Guidelines for travelling with Minors Indigenous Basketball Australia

Indigenous Basketball Australia (**IBA**) and its affiliates are committed to providing a safe, fair, inclusive and enjoyable sporting environment for Minors, including when Travelling. This document provides guidelines for Adults when travelling with a Minor.

In these Guidelines, "**Adult**" means a person at least 18 years of age involved in the sport of basketball; "**Minor**" refers to a child or young person under the age of 18 years involved in basketball; and "**Travel**" refers to an Adult accompanying a Minor either overseas, interstate, intrastate or otherwise within Australia, for basketball matches, tournaments, events, programs, training camps or competitions.

#### Guidelines

When Travelling with Minors, Adults should follow the following guidelines:

##### *Consent*

1. Adults should not Travel with a Minor unless they obtain prior written consent from both:
  - (a) their designated senior manager or equivalent person within IBA; and
  - (b) a parent or legal guardian of the Minor.
2. For trips involving overnight stays, the consent of the Minor's parent or guardian should state that they permit their Minor to Travel overnight for the relevant period.
3. When seeking consent you should provide information about the proposed Travel itinerary and details, including: the number of days and the destinations; the form of transport and accommodation; the reason for Travel; and the names and other relevant details of any Adult on the trip.
4. IBA recommends that Minors under the age of 12 years do not stay overnight while Travelling unless a parent or guardian accompanies.

##### *Screening*

5. In addition to obtaining parental consent, Adults must not Travel with a Minor unless they comply with the relevant legislative working with children check (or equivalent) requirements of the country, Australian State or Territory in which they are Travelling.

##### *Ratios*

6. Where there is more than one Minor on a trip, there should be a ratio of Adults to Minors that ensures proper supervision of the Minors while Travelling. The ratio may vary according to the activity, age group, location and resources available, however in determining the appropriate ratio, consideration should be given to ensuring there are enough Adults to deal with an emergency. As a guide, there should be a ratio of at least 1 Adult to 20 Minors for day trips and 1 Adult to 10 Minors for overnight trips.

### *Minimum Standards*

7. Adults Travelling with Minors must ensure that:

- (a) Minors are provided with privacy when bathing and dressing;
- (b) appropriate dress standards are observed when Minors are present and strictly no exposure to Adult nudity;
- (c) Minors may contact their parent or guardian (or other support person) at any time, but especially if they feel unsafe, uncomfortable or distressed (and parents/guardians must be allowed to contact their Minor at any time);
- (d) Minors only share rooms with Minors of the same gender and Minors who are transgender are consulted on their choice of sleeping arrangements;
- (e) Minors are not exposed to pornographic material;
- (f) Minors are not left under the supervision or protection of unauthorised persons such as hotel staff or friends;
- (g) sleeping arrangements that may compromise the safety of Minors are not allowed (ie unsupervised sleeping arrangements, or an Adult sleeping in the same bed/room as a Minor);
- (h) Adults do not share a room with a Minor (unless it is their own child);
- (i) Adults do not enter a Minor's room or spend time in their room (except in an emergency). If an Adult is required in the room, there should always be more than one Adult (if possible) or Minor in the room;
- (j) they do not remove a Minor's clothing unless the Adult has the Minor's permission and there is at least one other Adult present;
- (k) Minors are to be transported only in circumstances that are directly related to the purpose for which they are Travelling;
- (l) Adults are not left alone, unsupervised with a Minor; and
- (m) if travelling in a vehicle, the Minor sits in the back seat and is appropriately secured by seat belt, and unnecessary stops are not made.

### **Education**

IBA recommends that any Adult who will be Travelling with Minors undertakes a prior induction programme which includes education regarding protection of children and young persons, ethical issues and equality and standards of behaviour.

## **Reporting**

### **At all times you should consult and comply with the IBA Child Protection Policy.**

If a person becomes aware of a possible breach of these Guidelines or a situation in which a Minor requires assistance while Travelling, they should at the earliest opportunity:

- (a) refer the matter to the Tyson Demos of IBA;
- (b) refer the matter to an appropriate agency - such as the police;
- (c) refer the Minor to an appropriate support agency;
- (d) contact the Minor's parent or guardian as appropriate (which should be undertaken in consultation with IBA); or
- (e) seek advice from a senior person within IBA.

## CHILD PARTICIPATION IN A NATIONAL INDIGENOUS BASKETBALL TOURNAMENT

Your child (Participant) has been selected by Indigenous Basketball Australia Limited (IBA) to participate in a National Indigenous Basketball Tournament (Tournament).

The Participant's travel to, accommodation at and participation in the Tournament is subject to this document being signed by you, and you and the Participant complying with its terms and conditions.

**Note: A parent or guardian of the Participant must complete this form.**

\*\*\*\*\*

### PART 1: DETAILS RELATING TO THE PARTICIPANT

This form must be completed by a parent/guardian that has lawful authority in relation to the Participant named in the form. A separate form must be completed for each participant. It is essential that the following information is filled in thoroughly and is up to date. Please notify IBA of any changes to these details.

CHILD DETAILS			
Child's Full Name:		Preferred name:	
Home Address:			
Phone:		Language(s) spoken at home:	
Date	of Birth:	Age:	Gender:
____/____/____			
<b>Are there any court orders relating to this child? Yes / No</b> If yes, please provide a copy of these orders.			
Is there anybody you do not wish the child to have contact with?			
Do you consent to IBA disclosing information about the child to the other parent/guardian? Y / N (please circle)			
PARENT/GUARDIAN DETAILS			
Parent/Guardian Full Name (not emergency contact):			
Home Address:			
Telephone:	Home:	Work:	Mobile:
Does the child live with the Parent/Guardian? Yes / No		Relationship to child:	
<b>EMERGENCY CONTACT (Please nominate someone at a different address to where your child lives)</b>			
Name:		Relationship to the child:	
Home Address:			
Telephone:	Home:	Work:	Mobile:
MEDICAL AND HEALTH INFORMATION			
Medicare No:		Valid to:	Ambulance Subscription: Yes / No
<b>PLEASE TICK IF YOUR CHILD EXPERIENCES ANY OF THE FOLLOWING:</b>			
<input type="checkbox"/> Asthma*	<input type="checkbox"/> Bed wetting	<input type="checkbox"/> Allergy- food, insects, medication, etc.*	
<input type="checkbox"/> Epilepsy/ Seizures*	<input type="checkbox"/> Soiling	<input type="checkbox"/> Anaphylaxis*	
<input type="checkbox"/> ADHD/ADD	<input type="checkbox"/> Travel sickness	<input type="checkbox"/> Asperger's/Autism	
<input type="checkbox"/> Other physical or mental health condition?			
<input type="checkbox"/> Any serious illness/operation/accident recently?			
* A management plan from a medial practitioner must be provided for asthma, epilepsy, allergy and anaphylaxis.			
ALLERGIES			
If your child is allergic to any medication, food or something else, please describe your child's condition, any signs and symptoms of the allergy or sensitivity and how you would prefer IBA to respond.			

	Signs & Symptoms – what happens?	Preferred treatment
Medication		
Food		
Other (i.e. sun screen)		

**Has your child ever had an anaphylactic reaction? If yes, you must complete the anaphylaxis plan template.**

#### **MEDICATION**

**Does your child take any regular medication? If YES, please record all details below:**

Medication Name	Dose: (how much does he or she have)	Why does he or she take the medication?	Frequency: how often does he or she have it? When does he or she have it)	Route: How is it taken (ie is it a tablet, a cream or other)?	Are there any side effects we need to know about?

Does your child take any prescription/non-prescription medications **NOT** mentioned above (including vitamins, syrups, ointments, puffers, creams, sprays)? ☐ No ☐ Yes **(Please list ALL details in chart above)**

**Please note: Responsibility for any prescribed medications** will be with IBA. If your child has any prescribed medications, please ensure the IBA representative is appropriately notified and they are provided with the necessary medications and instructions.

**PLEASE TICK THE BOXES BELOW IF YOU AGREE FOR IBA STAFF TO ADMINISTER THE FOLLOWING MEDICATION TO YOUR CHILD IF REQUIRED:**

Medication	Possible Reasons for Use	Yes	No
Children's Paracetamol (syrup- dose as per age and weight)	Fever, Headache, Toothache.		
Children's Claratyne (syrup- dose as per age and weight)	Hay fever Symptoms, Allergy Symptoms		
Gastrolyte/hydrolyte (dose as per age and weight -dissolved in water)	Dehydration		

**Please Note: Parent/Guardian will be informed of any medication administered and medical guidance will be sought as required.**

\*\*\*\*\*

## PART 2: IBA TOURNAMENT REQUIREMENTS

**IBA aims to provide your child with care of the highest standard within a safe, secure and stimulating environment when your child attends the IBA Tournament. Please read the following carefully.**

MEDICATION		
<ul style="list-style-type: none"><li>• If your child is on prescription medication in tablet form, you must send the medication with the IBA representative attending.</li><li>• If your child is on any other prescription medication (such as syrup, ointment, Ventolin/Asthma puffer, spray or cream) a letter must be completed by the child's medical practitioner providing endorsement/authorisation for the IBA participant to give your child their medication. The medical practitioner must note the condition, dosage and times the child requires the medication. The letter must be displayed on the medical practitioner's letterhead, with the medical practitioner's stamp and signature.</li><li>• If the medication is 'over the counter', all that is required is a handwritten note from the parent/guardian with the dosage details and giving the IBA representative authorisation to administer this medication.</li><li>• Failure to comply with the guidelines will result in your child <b>being unable to attend the IBA Tournament.</b></li><li>• <b>If you have any queries regarding this, please contact IBA directly on +61 488 330 313.</b></li></ul>		
WHAT TO SEND TO THE IBA TOURNAMENT		
Clothing	Other	IBA Will Supply
• [insert]	• [insert]	• [insert]
DO NOT SEND TO THE IBA TOURNAMENT:		
<ul style="list-style-type: none"><li>• Alcohol</li><li>• Illicit substances/Drugs</li><li>• Weapons of any kind</li></ul>		

\*\*\*\*\*

## PART 3: IBA TOURNAMENT TERMS & CONDITIONS - PARTICIPANTS

**THIS IS AN IMPORTANT DOCUMENT AND YOU SHOULD READ IT CAREFULLY BEFORE ACCEPTING IT. UPON ACCEPTING THIS FORM AND DECLARATION, YOU ACKNOWLEDGE THAT YOUR LEGAL RIGHTS ARE AFFECTED AND THAT YOU HAVE READ AND UNDERSTAND THESE TERMS AND CONDITIONS.**

**The following terms and conditions must be read carefully:**

You, the undersigned, hereby agree on your own behalf and on behalf of the Participant, to be bound by the terms of this contract with IBA in the definitions at clause (a). IBA agrees to permit you to participate in the IBA Activities upon and subject to the following terms and conditions:

**(a) Definitions** - in these terms and conditions:

**Claim** means and includes any action, suit, proceeding, claim, demand, damage, penalty, cost or expense however arising from or in connection with any IBA Activities, but does not include:

**i. a claim against IBA by any person expressly entitled to make a claim under an IBA insurance policy; or**

**ii. a claim against IBA under any right expressly conferred by its Constitution.**

**IBA** means Indigenous Basketball Australia Limited (ACN 644 882 164) and its directors, officers, members, servants or agents.

**IBA Activities** means performing or participating in any capacity, in any authorised or recognised IBA activities, including but not limited to, travelling to, staying in accommodation at and participating in the Tournament and otherwise playing, competing or training in the sport of basketball and other related activities, as administered by IBA.

**Participant** means your child who has been selected to attend the Tournament.

**Tournament** means the National Indigenous Basketball Tournament administered by IBA.

- (b) **Agreement:** As the Participant is under 18 years of age you agree that the Participant's participation in the IBA Activities is conditional on you as their parent/guardian signing the declaration contained in this document. You acknowledge and agree to these terms and conditions as parent/guardian of the Participant, both on your own behalf and on behalf of the Participant, confirm the acknowledgements made by you, and will carry out your obligations under these term and conditions.
- (c) **Parent/Guardian Acknowledgements:** You undertake, acknowledge and agree that the Participant:

**Section 1.01 will, at IBA's cost, travel to and depart from the Tournament upon the dates and in the manner determined by IBA;**

**Section 1.02 will, at IBA's cost, reside in the accommodation nominated and arranged by IBA for the period of the Tournament determined by IBA;**

**Section 1.03 may be required, for the duration of the Tournament, to travel, stay and/or share accommodation, with other participants selected by IBA for the Tournament and/or IBA representatives attending the Tournament;**

**Section 1.04 will conduct him/herself in a proper manner to the absolute satisfaction of IBA; and**

**Section 1.05 will be subject to, observe and comply with, the policies, procedures and jurisdiction of IBA, including these terms and conditions.**

- (d) **Instructions:** You agree that the Participant must at all times comply with the instructions and safety procedures of IBA and its authorised representatives.
- (e) **Risk Warning:** The Participant's participation in the IBA Activities is inherently dangerous and may involve risk. There are risks specifically associated with participation in the IBA Activities and accidents can and often do happen which may result in personal injury, death or property damage. These risks include, but are not limited to, falling on the ground, being hit by a basketball, colliding with another player, umpire, official or spectator, crashing into or making contact with a physical structure or piece of equipment in or around the playing area, illegal rough play, slipping or falling as a result of uneven or slippery playing surfaces, exposure to an outdoor environment and uncontrolled forces of nature. Prior to undertaking the IBA Activities, you should ensure you and the Participant are aware of all of the risks involved, including those risks associated with any health condition the Participant may have. By accepting these terms and conditions, you acknowledge, agree, and understand, on your own behalf and on behalf of the Participant, that participation in the IBA Activities provided by IBA may involve risk. You agree and undertake, on your own behalf and on behalf of the Participant, any such risk voluntarily and at your own risk. You acknowledge that the assumption of risk and warning above constitutes a 'risk warning' provided by IBA in accordance with and for the purposes of the relevant legislation.
- (f) **Waiver:** A supplier of recreational services or recreational activities can ask you to agree that statutory guarantees under the Australian Consumer Law (which is Schedule 2 to the Competition and Consumer Act 2010 (Cth)) do not apply to you (or a person for whom or on whose behalf you are acquiring the services or activities, or to whom the services or activities are supplied).

If you accept these terms conditions, you will be agreeing that your rights (or the rights of a person for whom or on whose behalf you are acquiring the services, or to whom the

services are supplied) to sue the supplier because the services or recreational activities provided were not in accordance with the guarantees are excluded, restricted or modified as set out below.

- (g) ***For recreational services or recreational activities to which the Australian Consumer Law (Commonwealth) applies:*** By accepting these terms and conditions, you agree that the liability of the IBA in relation to recreational services (as that term is defined in the Competition and Consumer Act 2010 (Cth)) for any:

- i. death;
- ii. physical or mental injury (including the aggravation, acceleration or recurrence of such an injury);
- iii. the contraction, aggravation or acceleration of a disease;
- iv. the coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs:

(A) that is or may be harmful or disadvantageous to you or the community;

(B) that may result in harm or disadvantage to you or the community, that may be suffered by you (or a person for whom or on whose behalf you are acquiring the services) resulting from the supply of recreational services or recreational activities,

is excluded and the application of any express or implied term or any guarantee under the Australian Consumer Law that any services will be provided with due care and skill is hereby excluded.

- (h) **Physical Fitness:** You declare and warrant that the Participant is medically and physically fit and able to undertake and participate in the Tournament and they are not a danger to themselves or to the health and safety of others. You acknowledge that you must, and you agree that you will, disclose any pre-existing medical or other condition that may affect the risk that the Participant will suffer injury, loss or damage. You acknowledge that IBA relies on information provided by you and that all such information is accurate and complete.
- (i) **Consent to Medical Treatment:** If the Participant suffers any injury or illness, you agree that IBA may provide evacuation, first aid and/or medical treatment (including ambulance transportation) for the Participant at your expense and that your acceptance of these terms and conditions constitutes your consent to such evacuation, first aid and/or medical treatment. You agree to reimburse IBA for any cost or expenses incurred in providing such medical treatment. You authorise and consent to any treatment of the Participant deemed necessary being taken by IBA.
- (j) **(i) Release & Indemnity:** In consideration of the IBA permitting the Participant to attend the Tournament, you, to the extent permitted by law:
- i. release and forever discharge the IBA from all Claims that you may have or may have had but for this release, but only where such Claims result from your death or personal injury, arising from or in connection with the Participant undertaking the IBA Activities, whether caused by the

**negligence or breach of contract by IBA or in any other manner whatsoever; and**

- ii. release and indemnify the IBA against any Claim which may be made by you or on your behalf for or in respect of or arising out of your death or personal injury whether caused by:**

- (a) the negligence or breach of contract by the IBA or in any other manner whatsoever; or

- (b) any breach by you of the warranties given in clauses (l)i-iv,

save that the above releases and indemnities shall not apply to the extent that the loss, damage or injury that is the subject of the Claim is caused or contributed to by the grossly negligent act or omission of the IBA.

**(ii) Release and Indemnity** – In consideration of the IBA permitting the Participant to attend the Tournament, you, to the extent permitted by law, release and forever discharge, and indemnify and will keep indemnified and hold harmless the IBA in respect of any Claim by any person:

- i. arising as a result of or in connection with the Participant attending the Tournament or undertaking the IBA Activities, whether caused by the negligence or breach of contract by IBA or in any other manner whatsoever; and**
- ii. against the IBA in respect of any injury, loss or damage arising out of or in connection with your failure to comply with the IBA's rules and/or directions, whether caused by the negligence or breach of contract by IBA or in any other manner whatsoever; and**
- iii. arising out of or connected with any breach by you of the warranties given in clause (l)i-iv,**

**save that the above releases and indemnities shall not apply to the extent that the loss, damage or injury that is the subject of the Claim is caused or contributed to by the grossly negligent act or omission of the IBA.**

- (k) Insurance:** You agree that you are responsible for the Participant's own personal accident, medical and/or life insurance and any and all expenses in the event of injury or death. If you consider it appropriate to take out such IBA personal accident insurance, you acknowledge that before doing so you have taken into account such IBA personal accident insurance cover and your and the Participant's own circumstances.

- (l) Disclosure of Medical Conditions** - You warrant that the Participant:

- i. is and must continue to be medically and physically fit and able to undertake and participate in the IBA Activities;**
- ii. is not a danger to themselves or to the health and safety of others;**
- iii. has not at any time suffered any blackout, seizure, convulsion, fainting or dizzy spells; and**
- iv. is not presently receiving treatment for any condition, illness, disorder or injury which would render it unsafe for them to take part in the IBA Activities.**

You acknowledge that you and the Participant both must, and you agree that you both will, disclose any pre-existing medical or other condition that may affect the risk that either the Participant or any other person will suffer injury, loss or damage. You acknowledge that the IBA relies on information provided by you and the Participant and that all such information is accurate and complete.

You and the Participant must each inform IBA if any such medical or other condition arises after you agree to these terms and conditions and prior to undertaking the IBA Activities. You and the Participant agree to report any accidents, injuries, loss or damage the Participant suffers during any IBA Activities to the IBA before the Participant leaves any

relevant venue. You acknowledge that if any of the warranties you make under this clause (l), including those in subclauses (i)-(iv), can no longer be made by you on the date you undertake the IBA Activities, you or the Participant must inform IBA on arrival and before the Participant participates in any IBA Activities.

- (m) **Safety** – You understand and acknowledge the dangers associated with the consumption of alcohol or any mind-altering substance before or during the Participant's involvement in the IBA Activities, and you accept full responsibility for injury, loss or damage associated with the consumption of alcohol or any other mind-altering substance. You agree that the Participant will follow any rules set by the IBA in connection with any IBA Activities. If the Participant fails to comply with the IBA's rules and/or directions, the Participant will not be permitted to participate or to continue to participate in the IBA Activities. If the Participant suffers any injury or illness, you agree that the IBA may provide evacuation, first aid and/or medical treatment at your expense and that your acceptance of these terms and conditions constitutes your consent to such evacuation, first aid and/or medical treatment.
- (n) **IBA Activities done at the Participant's own Risk** – The Participant undertaking the IBA Activities may only occur on the distinct understanding that they do so entirely at your own and their own risk.
- (o) **Bar to proceedings** – IBA may plead this contract as a bar to proceedings now or in the future commenced by or on behalf of you or by any person claiming through you. Where you seek to commence proceedings against IBA, you:
- (i) will commence those proceedings in the courts of New South Wales;
  - (ii) waive any right to object to the exercise of such jurisdiction;
  - (iii) will, where you seek to commence proceedings in another jurisdiction other than New South Wales, consent (if required by IBA) to move those proceedings to New South Wales including consenting to any application made by IBA or any of them to remove the proceedings to New South Wales;
  - (iv) will pay the costs of any application made by the IBA or any of them under paragraph (iii) and will consent to any application for security of costs made at any time by IBA; and
  - (v) consent to paying IBA's legal defence costs of the proceedings (on a solicitor client basis) where IBA successfully defends the proceedings.
- (p) **Use of Image** – You acknowledge and consent to photographs and electronic images being taken of the Participant while undertaking the IBA Activities. You acknowledge and agree that such photographs and electronic images are owned by IBA and IBA may use the photographs for promotional or other purposes without your or the Participant's acknowledgement, or you or the Participant being entitled to any remuneration or compensation or your or the Participant's further consent being necessary.
- (q) **Privacy:** You understand that the personal information you have provided in the form to which these terms and conditions apply is necessary for the conduct, management and operation of the Tournament and IBA Activities and that it is collected in accordance with the IBA Privacy Policy (available from <https://indigenusbasketballaustralia.com/privacy-policy/>). You acknowledge that IBA may use or disclose your or the Participant's personal information for the purposes of facilitating the Tournament or conducting the IBA Activities, or providing you with information and promotional material or otherwise in accordance with IBA's Privacy Policy. IBA may share your or the Participant's personal information with third parties such as NBA, NACCHO, Government bodies and/or sponsors to carry out functions and activities on its behalf; however the personal information is not generally disclosed to anyone outside Australia. You understand that the IBA Privacy Policy contains information about how you may access and request correction of you and the Participant's personal information held by IBA or make a complaint about the handling of your or the Participant's personal information and provides information about how a complaint will be dealt with. You acknowledge that the Participant's selection to attend the Tournament and/or participate in the IBA Activities may be revoked if the information is not provided. If you do not wish to receive material from IBA and third parties, you must advise IBA in writing or via the opt-out procedures provided in the relevant communication.

- (r) **Entire Agreement:** These terms and conditions (and the documents to which they refer to, including Parts 1 and 2 of the above form) constitute the entire agreement between the parties in respect to the Tournament and IBA Activities and supersede all other agreements, understandings and representations and negotiations with IBA in relation to the Tournament and IBA Activities. To the extent that any clause of these terms and conditions is void or unenforceable it is severable and does not affect the remaining provisions of these terms and conditions.
- (s) **Governing Law:** The governing law of these terms and conditions is the law of the State of New South Wales and you submit to the exclusive jurisdiction of the courts of New South Wales.
- (t) **Statement of Understanding** – You have read, or have had read to you the above terms and conditions and having understood the same, you consent to the activities proposed.

**PLEASE NOTE THE FOLLOWING:**

If the *Competition and Consumer Act 2010* or similar State laws operates so as to prevent the exclusion, restriction or modification of warranties otherwise implied by those laws, or the liability of IBA for failing to comply with a statutory guarantee under the *Australian Consumer Law* that services will be provided with due care and skill, then the liability of IBA for breach of the warranties or for the failure to comply is limited to:

- (i) the re-supply of the IBA Activities and related activities; or
- (ii) the payment of the cost of having the IBA Activities and related activities supplied again.

**DECLARATION**

I .....[insert name]

of .....[insert address] am the parent or guardian of the Participant. I authorise and consent to the applicant undertaking the IBA Activities. I acknowledge that the Tournament may take place in a State or Territory outside the place of residence of the Participant and may involve travel to and accommodation in such State or Territory. In consideration of the Participant participating in the IBA Activities, I expressly agree to be responsible for the applicant's behaviour and agree to accept in my capacity as parent or guardian, the terms set out in these terms and conditions and declaration. In addition, I agree to be bound by and to comply with the IBA Constitution and any rules, policies and procedures of IBA, and I have read, understood, acknowledge and agree to the above including the exclusion of implied terms, the exclusion of the operation of the *Australian Consumer Law*, the exclusion of liability in respect of the IBA Activities, the risk warning, assumption of risk, release and indemnity.

Signed: .....

Name: .....

Date: .....

**NOTES: This form is necessary for attendance at the Tournament. Following the submission of this form, participation of the Participant will be confirmed for the Tournament.**

## Appendix P

### Support personnel attendance at National Indigenous Basketball Tournament

**You (You or Your) have been selected by Indigenous Basketball Australia Limited (IBA) to attend the National Indigenous Basketball Tournament (Tournament) held on the Gold Coast, Queensland, Australia from 11 - 17 April 2021 (inclusive).**

**Your travel to, accommodation at and involvement in the activities connected with the Tournament is subject to this document being signed and Your compliance with its terms and conditions.**

Note: All support personnel must complete and sign this form. Support personnel includes all adults attending the 2021 National Indigenous Basketball Tournament including (but not limited to) coaches, team managers and referees.

\*\*\*\*\*

#### PART 1: SUPPORT PERSONNEL DETAILS

**You must complete this form. It is essential that the following information is filled in thoroughly and is up to date. Please notify IBA of any changes to these details.**

SUPPORT PERSONNEL DETAILS			
Full Name:		Preferred name:	
Home Address:			
Phone:		Language(s) spoken at home:	
Date	of Birth:	Age:	Gender:
EMERGENCY CONTACT			
Name:		Relationship:	
Home Address:			
Telephone:	Home:	Work:	Mobile:
MEDICAL AND HEALTH INFORMATION			
Medicare No:		Valid to:	Ambulance Subscription: Yes / No
HEALTH CONDITIONS			
<input type="checkbox"/> Do you have any health conditions?			
<input type="checkbox"/> Any serious illness/operation/accident recently?			

\*\*\*\*\*

#### PART 2: IBA TOURNAMENT TERMS & CONDITIONS - SUPPORT PERSONNEL

**THIS IS AN IMPORTANT DOCUMENT AND YOU SHOULD READ IT CAREFULLY BEFORE ACCEPTING IT. UPON ACCEPTING THIS FORM AND DECLARATION, YOU ACKNOWLEDGE THAT YOUR LEGAL RIGHTS ARE AFFECTED AND THAT YOU HAVE READ AND UNDERSTAND THESE TERMS AND CONDITIONS.**

**The following terms and conditions must be read carefully:**

You, the undersigned, hereby agree to be bound by the terms of this contract with IBA in the definitions at clause (a). IBA agrees to permit you to attend the Tournament upon and subject to the following terms and conditions:

**(u) Definitions** - in these terms and conditions:

**Claim** means and includes any action, suit, proceeding, claim, demand, damage, penalty, cost or expense however arising from or in connection with the Tournament, but does not include:

iii. **a claim against IBA by any person expressly entitled to make a claim under an IBA insurance policy; or**

iv. **a claim against IBA under any right expressly conferred by its Constitution.**

**IBA** means Indigenous Basketball Australia Limited (ACN 644 882 164) and its directors, officers, members, servants or agents.

**Tournament** means the National Indigenous Basketball Tournament.

**(v) Instructions:** You agree that You must at all times comply with the instructions and safety procedures of IBA and its authorised representatives.

**(w) Working with Children Check:** You represent and warrant that You hold a current and valid working with children check in Your home State or Territory that complies with the working with children check requirements in Queensland, Australia and will provide IBA with evidence of such check / compliance as required.

**(x) General obligations**

You acknowledge and agree that You:

(i) **will, at IBA's cost, travel to and depart from the Tournament upon the dates and in the manner determined by IBA;**

(ii) **will, at IBA's cost, reside in the accommodation nominated and arranged by IBA for the period of the Tournament determined by IBA;**

(iii) **may be required, for the duration of the Tournament, to travel, stay and/or share accommodation, with other participants selected by IBA for the Tournament and/or IBA representatives attending the Tournament;**

(iv) **will conduct Yourself in a proper manner to the absolute satisfaction of IBA;**

(v) **will be subject to, observe and comply with, the policies, procedures and jurisdiction of IBA, including these terms and conditions;**

(vi) **will be subject to, and comply with, all reasonable control, management and direction given by all IBA representatives and any other person authorised by IBA during the Tournament; and**

(vii) **will notify IBA if You become aware, during the Tournament, of any issues that relate to the use of illegal drugs, alcohol or any inappropriate or unlawful behaviour that is in breach of the IBA policies including without limitation the Child Safe Policy, Guidelines for Travelling with Minors and the IBA code of Conduct.**

**(y) Behavioural obligations**

You must at all times during the Tournament:

- (viii) comply with all reasonable and lawful directions of IBA;**
- (ix) not undertake any conduct which in IBA's reasonable opinion is likely to have the effect of offending public opinion or the sensibilities of any class or group;**
- (x) not, in IBA's reasonable opinion, bring Yourself, IBA, the sport of basketball, IBA's members, stakeholders or sponsors into disrepute, contempt, scandal controversy or ridicule;**
- (xi) conduct Yourself in a proper manner so as not to act in a manner unbecoming or prejudicial to the purposes of IBA and/or the sport of basketball;**
- (xii) not make, comment, issue, authorise, offer or endorse any public criticism or statement having or designed to have a prejudicial effect on the interests of the IBA or its members, any Tournament participant or organiser or the sport of basketball;**
- (xiii) not engage in any dangerous or hazardous activity which, in the reasonable opinion of IBA, may negatively affect Your ability to perform Your obligations under these terms and conditions, including attending the Tournament;**
- (xiv) act in accordance with the spirit of fair play and non-violence;**
- (xv) fully disclose and continue to disclose any information to IBA concerning any matter arising in relation to Your ability to fully comply with the obligations or duties in these terms and conditions immediately upon becoming aware of any such matter, and ensure that such disclosure is not false or misleading; and**
- (xvi) comply with and not act in a manner inconsistent with the following policies (which all form part of these terms and conditions): Child Safe Policy, Travelling with Minors Policy, Code of Conduct and all policies listed in the IBA Operations Manual.**
- (z) Illicit Drugs:** You must not take any illicit drug or any drug that is an illegal drug in any State or Territory in Australia or in any country in which the Tournament is being held.
- (aa) Disclosure of criminal proceedings:** You must not:
  - (i) give cause to be charged with or be convicted of a violation of any criminal law or code for which a term of imprisonment and/or a fine are possible penalties (Criminal Offence) in any jurisdiction throughout the world;**
  - (ii) fail to advise IBA within twenty-four (24) hours or as soon as practicable thereafter of being investigated for, charged with, or convicted of, a Criminal Offence and in any event IBA warrants and agrees that it must not disseminate or disclose this information to the media unless by agreement with You or Your legal representative; or**
  - (iii) fail to advise IBA if You have previously been convicted of a Criminal Offence where disclosure of the Criminal Offence does not breach any law.**

**(bb) Release and Indemnity**

**(a) You agree that IBA will not be liable to You for any loss, damage or injury of any kind arising from or in connection with, directly or indirectly, any act, omission or fault of any person in respect of:**

**(i) these Terms and Conditions;**

**(ii) Your attendance at the Tournament;**

**(iii) any disciplinary action taken against You or involving IBA; or**

**(iv) any medical examinations and tests conducted on You during the Tournament,**

**and You agree to release IBA from any Claims that You may have in respect of any such loss, damage or injury.**

**(b) You agree to indemnify IBA and will at all times keep IBA indemnified from and against any Claims (whether in respect of damage to property, personal injury or otherwise, and including all legal costs and other expenses suffered or incurred by me) which may be taken or made against IBA or incurred or become payable by IBA.**

**(cc) Default and Termination: Both parties agree that:**

**(a) The agreement formed under these terms and conditions may be immediately terminated by IBA at its absolute discretion in any of one of the following circumstances:**

**(i) if You are charged with a Criminal Offence, whether or not You are convicted and regardless if the charge is subsequently withdrawn;**

**(ii) if You have engaged in serious or wilful misconduct; or**

**(iii) if You commit a substantial breach of these terms and conditions which is not capable of remedy; or fail to rectify that breach or make other arrangements satisfactory to IBA within 7 days of receipt of written notice of the breach from IBA requiring You to rectify the breach.**

**(b) In addition to enlivening a right to terminate these terms and conditions, any of the conduct set out under clause (i)(a) may in addition to or alternatively see You be liable to any of the following sanctions at the discretion of IBA:**

**(i) be required to return to Your place of residence and take no further part in the Tournament;**

**(ii) have Your involvement in the Tournament restricted; or**

**(iii) any such other action considered appropriate at the discretion of IBA,**

**and in each instance IBA will not be liable for any costs incurred by You resulting from such sanction, including but not limited to where that sanction results in You leaving the Tournament.**

**(c) Details of any breach notice given under this clause (cc) shall not be disclosed to the public (including the media) without the prior consent of both parties.**

- (dd) Consent to Medical Treatment:** If You suffer any injury or illness, You agree that IBA may provide evacuation, first aid and/or medical treatment (including ambulance transportation) for You at Your expense and that Your acceptance of these terms and conditions constitutes Your consent to such evacuation, first aid and/or medical treatment. You agree to reimburse IBA for any cost or expenses incurred in providing such medical treatment. You authorise and consent to any treatment of You deemed necessary being taken by IBA.
- (ee) Insurance:** You agree that You are responsible for Your own personal accident, medical and/or life insurance and any and all expenses in the event of injury or death.. If You consider it appropriate to take out such IBA personal accident insurance, You acknowledge that before doing so You have taken into account such IBA personal accident insurance cover and Your own circumstances.
- (ff) Disclosure of Medical Conditions** - You warrant that You:
- v. are and must continue to be medically and physically fit and able to attend the Tournament;**
  - vi. are not a danger to Yourself or to the health and safety of others;**
  - vii. have not at any time suffered any blackout, seizure, convulsion, fainting or dizzy spells; and**
  - viii. are not presently receiving treatment for any condition, illness, disorder or injury which would render it unsafe for You to be involved in the Tournament.**  
 You acknowledge that You must, and You agree that You will, disclose any pre-existing medical or other condition that may affect the risk that either You or any other person will suffer injury, loss or damage. You acknowledge that the IBA relies on information provided by You and that all such information is accurate and complete. You must inform IBA if any such medical or other condition arises after You agree to these terms and conditions and prior to attending the Tournament. You agree to report any accidents, injuries, loss or damage You suffer during the Tournament to the IBA before You leave any relevant venue. You acknowledge that if any of the warranties You make under this clause (I), including those in subclauses (i)-(iv), can no longer be made by You on the dates You attend the Tournament, You must inform IBA on arrival and before You attend the Tournament.
- (gg) Safety** – You understand and acknowledge the dangers associated with the consumption of alcohol or any mind-altering substance while involved in the Tournament, and You accept full responsibility for injury, loss or damage associated with the consumption of alcohol or any other mind-altering substance. You agree that You will follow any rules set by the IBA in connection with the Tournament. If You fail to comply with the IBA's rules and/or directions, You will not be permitted to attend or continue to attend the Tournament. If You suffer any injury or illness, You agree that the IBA may provide evacuation, first aid and/or medical treatment at Your expense and that Your acceptance of these terms and conditions constitutes Your consent to such evacuation, first aid and/or medical treatment.
- (hh) Attendance at You own Risk** – Your attendance at the Tournament may only occur on the distinct understanding that You do so entirely at their own risk.
- (ii) Bar to proceedings** – IBA may plead this contract as a bar to proceedings now or in the future commenced by or on behalf of You or by any person claiming through You. Where You seek to commence proceedings against IBA, You:
- (i) will commence those proceedings in the courts of **New South Wales**;
  - (ii) waive any right to object to the exercise of such jurisdiction;
  - (iii) will, where You seek to commence proceedings in another jurisdiction other than New South Wales, consent (if required by IBA) to move those proceedings to New South Wales including consenting to any application made by IBA or any of them to remove the proceedings to New South Wales;
  - (iv) will pay the costs of any application made by the IBA or any of them under paragraph (iii) and will consent to any application for security of costs made at any time by IBA; and

(v) consent to paying IBA's legal defence costs of the proceedings (on a solicitor client basis) where IBA successfully defends the proceedings.

**(jj) Use of Image** – You acknowledge and consent to photographs and electronic images being taken of You while attending the Tournament. You acknowledge and agree that such photographs and electronic images are owned by IBA and IBA may use the photographs for promotional or other purposes without Your acknowledgement, You being entitled to any remuneration or compensation or Your further consent being necessary.

**(kk) Privacy:** You understand that the personal information You have provided in the form to which these terms and conditions apply is necessary for the conduct, management and operation of the Tournament and that it is collected in accordance with the IBA Privacy Policy (available from <https://indigenoussbasketballaustralia.com/privacy-policy/>). You acknowledge that IBA may use or disclose Your personal information for the purposes of facilitating the Tournament, or providing You with information and promotional material or otherwise in accordance with IBA's Privacy Policy. IBA may share Your personal information with third parties such as NBA, NACCHO, Government bodies and/or sponsors to carry out functions and activities on its behalf; however the personal information is not generally disclosed to anyone outside Australia. You understand that the IBA Privacy Policy contains information about how You may access and request correction of Your personal information held by IBA or make a complaint about the handling of Your personal information and provides information about how a complaint will be dealt with. You acknowledge that Your selection to attend the Tournament may be revoked if the information is not provided. If You do not wish to receive material from IBA and third parties You must advise IBA in writing or via the opt-out procedures provided in the relevant communication.

**(ll) Entire Agreement:** These terms and conditions (and the documents to which they refer to, including Part 1 of the above form) constitute the entire agreement between the parties in respect to the Tournament and supersede all other agreements, understandings and representations and negotiations with IBA in relation to the Tournament. To the extent that any clause of these terms and conditions is void or unenforceable it is severable and does not affect the remaining provisions of these terms and conditions.

**(mm) Governing Law:** The governing law of these terms and conditions is the law of the State of New South Wales and You submit to the exclusive jurisdiction of the courts of New South Wales.

**(nn) Statement of Understanding** – You have read, or have had read to You the above terms and conditions and having understood the same, You consent to the activities proposed.

## DECLARATION

I have read, understood, acknowledge and agree to the above terms and conditions:

Signed: .....

Name: .....

Date: .....

**NOTES: This form is necessary for attendance at the Tournament. Following the submission of this form, Your attendance will be confirmed for the Tournament.**

## DISCLAIMER



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