

# Cricket Australia

## Code of Conduct for Players and Player Support Personnel

Effective from 21 November 2022

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# **CODE OF CONDUCT FOR PLAYERS AND PLAYER SUPPORT PERSONNEL**

## **INTRODUCTION**

Cricket Australia (CA) is the national federation responsible for the governance of the sport of cricket and the Code of Conduct for Players and Player Support Personnel (the “Code of Conduct”) is adopted and implemented as part of CA’s continuing efforts to maintain the public image, popularity and integrity of cricket by providing: (a) an effective means to deter any participant from conducting themselves improperly on and off the ‘field-of-play’ or in a manner that is contrary to the ‘spirit of cricket’; and (b) a robust disciplinary procedure pursuant to which all matters of improper conduct can be dealt with fairly, with certainty and in an expeditious manner.

Unless otherwise indicated, references to Articles and Appendices are to articles and appendices of the Code of Conduct. Capitalised words in the Code of Conduct are defined terms and their definitions are set out in Appendix 1.

## **ARTICLE 1 SCOPE AND APPLICATION**

**1.1** All Players and Player Support Personnel are automatically bound by and required to comply with all of the provisions of the Code of Conduct. Accordingly, by their participation or involvement in any way in the sport of cricket in Australia or in any other country, such Players or Player Support Personnel shall be deemed to have agreed:

**1.1.1** that it is their personal responsibility to familiarise themselves with all of the requirements of the Code of Conduct, including what behaviour constitutes an offence under the Code of Conduct;

**1.1.2** to submit to the exclusive jurisdiction of any Match Referee, Commissioner or Appeals Commissioner (as the case may be) convened under the Code of Conduct to hear and determine charges brought (and any appeals in relation thereto) pursuant to the Code of Conduct; and

**1.1.3** not to bring any proceedings in any court or other forum that are inconsistent with the foregoing submission to the jurisdiction of the Match Referee, Commissioner or Appeals Commissioner.

**1.2** Without prejudice to Article 1.1, CA and the State or Territory Associations (including the W/BBL Teams) shall be responsible for promoting Code of Conduct awareness and education amongst all Players and Player Support Personnel.

**1.3** It is acknowledged that Players and Player Support Personnel may also be subject to other rules of State or Territory Associations and/or W/BBL Teams (including, but not limited to, individual teams establishing their own internal rules for behaviour) that govern discipline and/or behaviour, and that the same behaviour of such Players and/or Player Support Personnel may invoke not only the Code of Conduct but also such other rules that may apply. For the avoidance of any doubt, Players and Player Support Personnel acknowledge and agree that: (a) the Code of Conduct is not intended to limit the responsibilities of any Player or Player Support Personnel under such other rules and will not in any way restrict the imposition of penalties for breach of those rules; and (b) nothing in such other rules shall be capable of removing, superseding or amending in any way the jurisdiction of the Match Referee, Commissioner or Appeals Commissioner to determine matters properly arising pursuant to the Code of Conduct.

**1.4** Where it is alleged that a Player or Player Support Personnel has breached an undertaking given in accepting an invitation to represent CA or a State or Territory Association (including a W/BBL Team) or to officiate, or that a Player or Player Support Personnel has breached a contract with, or letter of invitation from, CA or any State

or Territory Association, proceedings under this Code of Conduct will not preclude or limit CA or any State or Territory Association (including a W/BBL Team), or any other party to such contract, letter of invitation or agreement, from taking legal or other action against any Player or Player Support Personnel who may have committed a breach thereof.

**1.5** For the avoidance of doubt, where a representative side of a National Cricket Federation participates in an international tour match against a State or Territory Association representative team, W/BBL Team or CA invitational team, for the purposes of their participation in such an international tour match:

**1.5.1** all players and player support personnel representing the National Cricket Federation's representative side are automatically bound by, required to comply with, and shall submit themselves to the jurisdiction of the ICC Code of Conduct; and

**1.5.2** all Players or Player Support Personnel representing the domestic or invitational team shall not be bound by ICC Code of Conduct. Instead, such individuals will be bound by, required to comply with, and shall submit themselves to the jurisdiction of this Code of Conduct.

## **ARTICLE 2 CODE OF CONDUCT OFFENCES**

The Preamble to the Laws of Cricket sets out the Spirit of Cricket as follows:

### **The Spirit of Cricket**

Cricket owes much of its appeal and enjoyment to the fact that it should be played not only according to the Laws, but also within the Spirit of Cricket.

The major responsibility for ensuring fair play rests with the captains, but extends to all players, Match Officials and, especially in junior cricket, teachers, coaches and parents.

Respect is central to the Spirit of Cricket.

Respect your captain, team-mates, opponents and the authority of the umpires.

Play hard and play fair.

Accept the umpire's decision.

Create a positive atmosphere by your own conduct, and encourage others to do likewise.

Show self-discipline, even when things go against you.

Congratulate the opposition on their successes, and enjoy those of your own team.

Thank the officials and your opposition at the end of the match, whatever the result.

Cricket is an exciting game that encourages leadership, friendship and teamwork, which brings together people from different nationalities, cultures and religions, especially when played within the Spirit of Cricket.

The behaviour described in Appendix 2, Articles 2.1 – 2.23, if committed by a Player or Player Support Personnel shall amount to a contravention by such Player or Player Support Personnel of the Code of Conduct.

**NOTE:** Where considered helpful, guidance notes have been provided in text boxes beneath the description of a particular offence. Such notes are intended only to provide guidance as to the nature and examples of certain conduct that might be prohibited by a particular Article and should not be read as an exhaustive or limiting list of conduct prohibited by such Article.

**NOTE:** For the purposes of the Code of Conduct, the phrase on the field of play “during a Match” should be interpreted broadly to cover all conduct which takes place at the ground on the day of a Match, and not just conduct which takes place on the field of play. It will therefore include conduct which takes place off the field of play at the ground on the day of the Match, for example in the changing rooms, or during any of the intervals in the Match and will be deemed to have occurred “On Field” for the purposes of this Code of Conduct).

**NOTE:** For the avoidance of doubt, in circumstances where a Player or Player Support Personnel is involved in an off-field incident which may warrant action under this Code of Conduct and the ICC Code of Conduct or any code of conduct or disciplinary rules of the Player or Player Support Personnel's National Cricket Federation (if not CA), CA will consult with the ICC or relevant National Cricket Federation in order to determine what the most appropriate course of action against the Player or Player Support Personnel should be.

### **ARTICLE 3 INVESTIGATION, REPORTING AND PROVISION SUSPENSION IN RELATION TO AN ALLEGED OFFENCE UNDER THE CODE OF CONDUCT**

#### **Reports**

**3.1** Any one of the following individuals can report an alleged offence under the Code of Conduct by lodging a report in the manner described in Article 3.2, below (a Report):

**3.1.1** an Umpire who officiated in the Match during or in relation to which the alleged offence was committed;

**3.1.2** the CEO of either of the two State or Territory Associations (including a W/BBL Team) whose representative teams participated in the Match during or in relation to which the alleged offence was committed;

**3.1.3** CA's CEO (or their designee);

**3.1.4** any State or Territory Association CEO in respect of which the relevant Player or Player Support Personnel is employed or contracted or retained; or

**3.1.5** provided it is a Level 3 Offence or Level 4 Offence that is alleged to have been committed during a Match or an Article 2.4 Offence in respect of disobeying a Match Referee's instruction, the Match Referee who was appointed to officiate in that Match during which the alleged offence was committed. For the avoidance of any doubt, the Match Referee is not entitled to lodge a Report in relation to an alleged Level 1 Offence or Level 2 Offence, other than a Level 1 Offence under Article 2.4.

**NOTE:** For the avoidance of doubt, at all times during which the Umpires are deliberating over whether to report a Player or Player Support Personnel for an alleged Level 1 Offence or Level 2 Offence under the Code of Conduct, the Match Referee must remove themselves from the presence of the Umpires and/or any conversations in which deliberations are taking place and shall not influence or attempt to influence the Umpires in connection with those deliberations.

Players and Player Support Personnel must not (i) enter any location allocated to the Umpires or the Match Referee for the purpose of, or with the intent of, discussing any possible or actual Report (unless permitted by the Umpires or Match Referee, as the case may be) or (ii) attempt to influence the Umpires or Match Referee in connection with any possible or actual Report.

**3.2** All Reports (other than where the Report is made by an Umpire of another National Cricket Federation under a Tour MOU officiating in a Match in which case Article 3.2.4 applies) must be completed by the person lodging the Report using Part A of a Report & Notice of Charge (“**Report and Notice of Charge Form**”) (or such other form as may be prescribed and notified by CA from time to time). The Report and Notice of Charge Form can be located at <https://www.cricketaustralia.com.au/cricket/rules-and-regulations>.

**3.2.1** Where the Report is lodged by any of the individuals described in Articles 3.1.1 (Umpire) or 3.1.2 (CEOs of participating teams in Match) the following applies, in relation to:

Classification	Level of Offence	On field/Off field	Reporting Deadline	Report lodged with
On-Field Offence (Level 1 or Level 2)	Level 1 or Level 2	On field of play during a Match	24 hours of the close of the day's play in the relevant Match.	Match Referee (or, where, for logistical reasons, it is impractical to lodge with the Match Referee, the Head of Cricket Operations)
On-Field Offence (Level 3 or Level 4 Offence)	Level 3 or Level 4	On field of play during a Match	As soon as reasonable and, in any event no later than 7 days after either:  (a) the commission of the alleged offence; or  (b) the alleged offence was brought to the attention of the person lodging the Report, whichever is the later.	Head of Integrity

**3.2.2** Where the Report is lodged by any of the individuals described in Article 3.1.3 (CA's CEO) or 3.1.4 (State or Territory Association CEO) the following applies, in relation to:

Classification	Level of Offence	On field/Off field	Reporting Deadline	Report lodged with
On-Field Offence (Level 1 or Level 2)	Level 1 or Level 2	On field of play during a Match (other than as governed by the ICC Code of Conduct)*	Within five (5) days of the alleged offence being brought to the attention of the person making the Report.	Match Referee (or, where, for logistical reasons, it is impractical to lodge with the Match Referee, the Head of Cricket Operations)
Off-Field Offence (Level 1 or Level 2)	Level 1 (Article 2.23) or Level 2	Off field	As soon as reasonable and, in any event no later than 7 days after either:  (a) the commission of the alleged offence; or  (b) the alleged offence was brought to the attention of the person lodging the Report, whichever is the later.	Head of Integrity
On-Field Offence (Level 3 or Level 4)	Level 3 or Level 4	On field or off field	As soon as reasonable and, in any event no later than 10 days after either:  (a) the commission of the alleged offence; or	Head of Integrity

Off-Field Offence (Level 3 or Level 4)			(b) the alleged offence was brought to the attention of the person lodging the Report, whichever is the later.	
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\* does not limit the CA's CEO (or their designee) right, pursuant to the ICC Code of Conduct, to report any Level 1 or Level 2 Offence that is alleged to have been committed on the field of play during a Match that is governed by the ICC Code of Conduct.

**3.2.3** Where the Report is lodged by the individual described in Article 3.1.5 (Match Referee) the following applies:

Classification	Level of Offence	On field/Off field	Reporting Deadline	Report lodged with
Off-Field Offence (Level 1)	Article 2.4 (Level 1)	On field or off field during a Match to the extent it relates to a direction of the Match Referee that has been disobeyed	24 hours of the close of the day's play in the relevant Match.	Head of Integrity
On-Field Offence (Level 3 or Level 4)  Off-Field Offence (Level 3 or Level 4)	Level 3 or Level 4	On field or off field during a Match	As soon as reasonable and, in any event no later than 7 days after the commission of the alleged offence.	Head of Integrity

**3.2.4** Where a Report is made by an Umpire of another National Cricket Federation under a Tour MOU officiating in a Match, the Report must be received by the Head of Cricket Operations as soon as practicable following the offence.

**3.3** Where it is alleged that a Player or Player Support Personnel has committed more than one offence under the Code of Conduct (whether arising out of the same set of facts or otherwise), then a separate Report should be filed in accordance with this Article 3 for each of the offences that are alleged to have been committed.

**NOTE:** For the avoidance of doubt, persons listed at Article 3.1, may only issue one Report per offence. As such, where the incident in question could fall within more than one offence under Article 2, for example Article 2.14 (detrimental public comment) and Article 2.23 (conduct that brings the game into disrepute) a Report should be laid only in respect of the offence which most specifically covers the relevant conduct (in the example above, Article 2.14) and not both offences.

## **Investigations**

**3.4** Where there is an allegation or reasonable suspicion of a breach of an Off-Field Offence of this Code of Conduct by a Player or Player Support Personnel, without limiting any contractual right to investigate, the Head of Integrity may, at their sole discretion commence an investigation, and appoint an investigations

official to determine if the Off-Field Offence of the Code of Conduct has been committed by the Player or Player Support Personnel (an “**Investigation**”).

- 3.5** The Player or Player Support Personnel agrees to honestly answer all questions put to the Player or Player Support Personnel in connection with such investigations, other than in circumstances where such an answer would render the Player or Player Support Personnel liable to prosecution for an indictable offence in Australia. The Player or Player Support Personnel will be entitled to appoint one representative and one support person, including the ACA, to be present when all such questioning takes place.
- 3.6** The Head of Integrity, shall have discretion, in relation to the Off-Field Offence in Article 3.4 above where they deem appropriate, to:
- 3.6.1** issue a “Report & Notice of Charge” Form, completed with Parts A & B (where Part B forms the Notice of Charge) in accordance with Article 3.8 of this Code of Conduct; or
  - 3.6.2** stay the Investigation pending the outcome of any investigations being conducted by the ICC and/or other National Cricket Federations and/or other relevant authorities; or
  - 3.6.3** stay the Investigation pending the production of any further evidence; or
  - 3.6.4** conclude the Investigation without Report & Notice of Charge.
- 3.7** The Head of Integrity, shall have discretion to reopen any investigation upon receipt of further evidence in respect of the initial investigation.
- 3.8** Where the Head of Integrity determines to issue a “Report & Notice of Charge” Form, pursuant to Article 3.6.1 above, they must do so within 7 days following the conclusion of the Investigation. The Head of Integrity shall provide the “Report & Notice of Charge” Form to the following individuals:
- 3.8.1** the Player or Player Support Personnel named in the Report;
  - 3.8.2** CA’s CEO in the event that the Player or Player Support Personnel is employed or contracted or retained by CA;
  - 3.8.3** the Team Manager of the relevant Player or Player Support Personnel named in the Report; and
  - 3.8.4** the CEO of the State or Territory Association to which the relevant Player or Player Support Personnel is affiliated.

## **ARTICLE 4 NOTIFICATION PROCEDURE**

### **On-Field Offences (Level 1 Offence and Level 2 Offence)**

- 4.1** Where a Report is lodged with a Match Referee (or the Head of Cricket Operations) under Articles 3.2.1 or 3.2.2, they must promptly provide a copy of the completed “Report & Notice of Charge” Form to the following individuals:
- 4.1.1** the Player or Player Support Personnel named in the “Report & Notice of Charge” Form; and
  - 4.1.2** the Team Manager of the relevant Player or Player Support Personnel named in the “Report & Notice of Charge” Form.



## **On-Field Offences (Level 3 Offence and Level 4 Offence) and Off-Field Offences**

- 4.2** Where the Head of Integrity receives a Report lodged under Articles 3.2, they (or their appropriately authorised designee) must promptly conduct a review to determine whether the Player or Player Support Personnel named in the Report has a case to answer in relation to the specific type and/or level of offence identified in the Report (i.e. to determine, in CA's opinion, whether the specific type and level of offence noted in the Report is properly identified when reviewed against the conduct complained of).
- 4.3** If the initial review of the Report reveals that there is no case to answer in relation to the specific type and/or level of offence, then CA shall notify the person who filed the Report of that fact, advising them of the reasons that such a determination has been made and, where applicable, providing guidance on which specific type and level of offence CA considers to be appropriate. Upon receipt of such a decision, the person who filed the Report shall, notwithstanding the provisions of Article 3.2 and having considered CA's guidance in good faith, within a period of twenty-four (24) hours from the time of notification by CA, notify CA whether they wish to: (a) revise the specific type and/or level of the offence charged, in which case a revised Report must be lodged with CA within such twenty-four (24) period; (b) proceed on the basis of the original Report lodged; or (c) withdraw the Report.
- 4.4** If the initial review of the Report reveals that there is a case to answer, or a revised Report is lodged with CA pursuant to Article 4.3, then CA shall promptly provide a copy of the completed "Report & Notice of Charge" Form to the following individuals:
- 4.4.1** the Player or Player Support Personnel named in the Report; and
  - 4.4.2** CA's CEO in the event that the Player or Player Support Personnel is employed or contracted or retained by CA;
  - 4.4.3** the Team Manager of the relevant Player or Player Support Personnel named in the Report; and
  - 4.4.4** the CEO of the State or Territory Association to which the relevant Player or Player Support Personnel is affiliated.

## **Notice of Charge (Applies to On Field Offences and Off-Field Offences)**

- 4.5** Part B of the "Report & Notice of Charge" Form shall specify:
- 4.5.1** that the Player or Player Support Personnel shall have the following options:
    - 4.5.1.1** they may admit the offence charged and accede to the proposed sanction specified in the "Report & Notice of Charge" Form (which sanction shall be strictly at the Match Referee's or Head of Integrity's discretion (as relevant), but at all times within the appropriate range for the level of offence and at their discretion may include a suspended period of suspension or Suspension Points). In such circumstances, and provided that such admission has been received by the Match Referee or the Head of Integrity (as stipulated in the Notice of Charge) prior to the time specified in the "Report & Notice of Charge" Form, the hearing before the Match Referee or Commissioner (as stipulated in the "Report & Notice of Charge" Form) shall not be required and no further action shall be taken, save that the proposed sanction shall be imposed and CA shall promptly issue a public statement confirming (a) the commission of an offence under the Code of Conduct and (b) the imposition of the applicable sanction specified in the "Report & Notice of Charge" Form; or

**4.5.1.2** they may admit the offence charged but dispute the proposed sanction specified in the “Report & Notice of Charge” Form, in which case the matter shall proceed to a hearing in accordance with Article 5.2; or

**4.5.1.3** they may deny the offence charged, in which case the matter shall proceed to a hearing in accordance with Article 5.2.

**4.5.2** the time and date by which the Player or Player Support Personnel must respond to the “Report & Notice of Charge” Form, nominating one of the options outlined in Article 4.5.1, which must, so far as is practicable, allow sufficient time for the Player or Player Support Personnel to seek advice and/or representation. Where it is practicable to do so the Player or Player Support Personnel may request a reasonable extension of time from:

**4.5.2.1** the Match Referee (or the Head of Cricket Operations (if applicable)), only in respect of On-Field Offences (Level 1 Offence and Level 2 Offence); or

**4.5.2.2** the Head of Integrity, only in respect of On-Field Offences (Level 3 Offence and Level 4 Offence) and Off-Field Offences,

to respond to the “Report & Notice of Charge” Form. For the avoidance of doubt, this time and date can be extended by the Match Referee or the Head of Integrity (as the case may be) in its discretion, acting reasonably.

**4.6** The non-compliance of the Player or Player Support Personnel to respond to the “Report & Notice of Charge” Form or any extension of time in accordance with Article 4.8.2, unless there are extenuating circumstances, shall not prevent:

**4.6.1** the Match Referee (or the Head of Cricket Operations (if applicable)), only in respect of On-Field Offences (Level 1 Offence and Level 2 Offence); or

**4.6.2** the Commissioner, only in respect of On-Field Offences (Level 3 and Level 4) and Off-Field Offences,

from proceeding with the hearing in their absence in accordance with Article 5, provided the Match Referee or the Head of Integrity (only in respect of On-Field Offences (Level 3 and Level 4) and Off-Field Offences) has made reasonable enquiries as to why there is no response to the “Report & Notice of Charge” Form.

## **ARTICLE 5 THE DISCIPLINARY PROCEDURE**

**NOTE:** Where a Match Referee appointed to adjudicate any matter brought under this Code of Conduct is not physically present at the relevant Match (and therefore required to perform their duties remotely) then all hearings arising under Article 5.1 will be held by telephone conference or video conference (if available) and the provisions of Article 5.1 are to be interpreted accordingly.

### **On-Field Offences (Level 1 Offence and Level 2 Offence)**

**5.1** Where a matter proceeds to a hearing under Article 4.5.1.2 or 4.5.1.3, then the case shall be referred to the Match Referee for adjudication in accordance with the following procedure:

**5.1.1** Subject to the discretion of the Match Referee to order otherwise for good cause shown by the Player or Player Support Personnel, the hearing will take place at the time specified in the “Report & Notice of Charge” Form (which should be held as soon as practicable, after the receipt by the Player or

Player Support Personnel of the completed "Report & Notice of Charge" Form) and, subject to the note to Article 5, in the State or Territory in which the alleged offence was committed. For the avoidance of doubt, nothing in this Article 5.1.1 prevents a hearing from being convened at a time during which the Match in relation to which the alleged offence took place, remains in progress.

**5.1.2** The procedure followed at the hearing shall be at the discretion of the Match Referee, provided that the hearing is conducted in a manner which offers the Player or Player Support Personnel a fair and reasonable opportunity to present evidence (including the right to call and to question witnesses by telephone or video-conference where necessary), address the Match Referee and present their case. Except to the extent specifically set out in Article 5 the Match Referee will conduct the hearing:

**5.1.2.1** in private (unless the Match Referee agrees otherwise);

**5.1.2.2** with as little formality and technicality and as expeditiously, as proper consideration of the Report permits; and

**5.1.2.3** in all other respects as the Match Referee determines.

**5.1.3** Where video evidence of the alleged offence is available at the hearing before the Match Referee, then it may be utilised by the Match Referee in their discretion and may be relied upon by any party, provided that in either case, all other parties shall have the right to make such representations in relation to the video evidence that they may see fit.

**5.1.4** Unless exceptional circumstances apply, each of the following individuals must attend any hearing before the Match Referee:

**5.1.4.1** the Player or Player Support Personnel who has been charged with the alleged offence; and

**5.1.4.2** the person who lodged the Report (or, in the case of CA's CEO, their representative/nominee).

Where any such individual has a compelling justification for their non-attendance that is accepted by the Match Referee in their absolute discretion, then they shall be given the opportunity to participate in the hearing before the Match Referee by telephone or video conference (if available). Without prejudice to the Player or Player Support Personnel's ability to call and to question such witnesses as may be necessary and/or to be represented by such other person of their own choosing pursuant to Article 5.1.5, one of the Team Captain, Team Vice-Captain or Team Manager of the team that the Player or Player Support Personnel represents may also attend such a hearing to provide additional support and assistance to the Player or Player Support Personnel.

**5.1.5** Each of the individuals described in Article 5.1.4.1 and Article 5.1.4.2 shall have the right (at their or its own expense) to be represented at the hearing before the Match Referee by such representative (including legal counsel) of their or its own choosing. Where the person lodging the Report is an Umpire that officiated in the Match in question or CA's CEO, then such person shall be entitled to be represented prior to, and during, the hearing (if they consider necessary) by a representative of CA's Legal Department.

**5.1.6** The non-attendance of any Player or Player Support Personnel or their representative at the hearing shall not prevent the Match Referee from proceeding with the hearing in their absence and issuing a ruling in relation to the offence charged.

**5.1.7** At the end of a hearing, where the Match Referee considers that further evidence or submissions are necessary or further time is required to consider the evidence that has been presented, they shall adjourn the hearing for an appropriate period of time and make such directions as may be necessary including that the Player or Player Support Personnel may, after any such adjournment(s), make any submissions that they might wish to make in relation to the appropriate sanction that ought to be applied.

**5.1.8** Alternatively, at the end of a hearing:

**5.1.8.1** brought under Article 4.5.1.2:

- (a) as soon as possible after the conclusion of the hearing (and, in any event, no later than twenty-four (24) hours thereafter), the Match Referee will confirm the Player or Player Support Personnel's admission that they had committed a Code of Conduct offence and announce the substance of their decision. Within three (3) days after the conclusion of the hearing, the Match Referee will issue their written decision, unless a shorter period of time is determined by the Head of Cricket Operations in their absolute discretion, which will not in any event be less than forty-eight (48) hours, with reasons, setting out: (a) what sanctions, if any, are to be imposed (including any fine and/or period of suspension); (b) the date that any period of suspension shall come into force and effect; and (c) any rights of appeal that may exist pursuant to Article 8.

**5.1.8.2** brought under Article 4.5.1.3 (or where the Player or Player Support Personnel has failed to respond to the "Report & Notice of Charge" Form):

- (a) the Match Referee shall adjourn the hearing (for a period of no less than ten (10) minutes and no more than twenty-four (24) hours), following which they will reconvene the hearing and verbally announce their finding as to whether a Code of Conduct offence has been committed;
- (b) where the Match Referee determines that a Code of Conduct offence has been committed, the Player or Player Support Personnel may request a short adjournment (of no more than thirty (30) minutes) to prepare any submissions that they might wish to make in relation to the appropriate sanction that ought to be applied; and
- (c) as soon as possible after the conclusion of the hearing, including submissions as to sanctions (and, in any event, no later than twenty-four (24) hours thereafter), the Match Referee will announce the substance of their decision. Within three (3) days after the conclusion of the hearing, the Match Referee will issue their written decision, unless a shorter period of time is determined by the Head of Cricket Operations in their absolute discretion, which will not in any event be less than forty-eight (48) hours, with reasons, setting out: (a) the finding as to whether a Code of Conduct offence had been committed; (b) what sanctions, if any, are to be imposed (including any fine and/or period of suspension); (c) the date that any period of suspension shall come into force and effect; and (d) any rights of appeal that may exist pursuant to Article 8.

- 5.1.9** A copy of the written decision will be provided to the Player or Player Support Personnel, CA's CEO and/or the CEO of the Player or Player Support Personnel's State or Territory Association in respect of which the relevant Player or Player Support Personnel is employed, contracted or retained, the Head of Cricket Operations and the Head of Integrity.
- 5.1.10** Subject only to the rights of appeal under Article 8, the Match Referee's decision shall be the full, final and complete disposition of the matter and will be binding on all parties.
- 5.1.11** The Match Referee is entitled, in their absolute discretion, to seek legal advice prior to or during any hearing (for which purpose the Match Referee is entitled to adjourn the hearing) and/or prior to giving their decision.
- 5.1.12** Notwithstanding anything else in this Code of Conduct, where a Player or Player Support Personnel is alleged to have committed a Level 2 Offence and wishes to have the offence with which they have been charged referred to a hearing (as would be permitted pursuant to Article 4.5.1.2 or Article 4.5.1.3) and the Player or Player Support Personnel or another Player or Player Support Personnel is alleged to have committed a Level 3 Offence or Level 4 Offence arising from the same incident or same set of facts, the Match Referee must refer the Level 2 Offence to the Code of Conduct Commission for adjudication in accordance with Article 5.2 (but as a Level 2 Offence). This referral does not affect the indicative range of sanctions should it be necessary to impose any sanction in respect of the Level 2 Offence.

#### **On-Field Offences (Level 3 and Level 4) and Off-Field Offences**

- 5.2** Where a matter proceeds to a hearing under Article 4.5.1.2 or 4.5.1.3, or where a matter is referred to the Code of Conduct Commission by the Match Referee pursuant to Article 5.1.12, then the case shall be heard by a Commissioner for adjudication in accordance with the following procedure:
- 5.2.1** As soon as reasonably possible, CA shall appoint one member from CA's Conduct Commission to sit as the Commissioner to hear the case sitting alone. The appointed Commissioner shall have had no prior involvement with the case.
- 5.2.2** The procedure followed at the hearing shall be at the discretion of the Commissioner, provided that the hearing is conducted in a manner which offers the Player or Player Support Personnel a fair and reasonable opportunity to present evidence (including the right to call and to question witnesses by telephone or video-conference where necessary), address the Commissioner and present their case. Except to the extent specifically set out in Article 5 the Commissioner will conduct the hearing:
- 5.2.2.1** in private (unless the Commissioner agrees otherwise);
- 5.2.2.2** with as little formality and technicality and as expeditiously as proper consideration of the Report permits; and
- 5.2.2.3** in all other respects as the Commissioner determines.
- 5.2.3** CA may appoint a Commission Counsel to assist the Commissioner in the conduct of any hearing by presenting or facilitating the presentation of any relevant evidence and submissions relating to the charge against the Player or Player Support Personnel.
- 5.2.4** The hearing before the Commissioner may be recorded at the election of the Commissioner.

**5.2.5** Where video evidence of the alleged offence is available at the hearing before the Commissioner, then it may be relied upon by any party, provided that all other parties shall have the right to make such representations in relation to the video evidence that they may see fit.

**5.2.6** Unless exceptional circumstances apply, each of the following individuals must attend any hearing before the Commissioner:

**5.2.6.1** the Player or Player Support Personnel who has been charged with the alleged offence;

**5.2.6.2** the person who lodged the Report (or, in the case of CA's CEO, their representative/nominee); and

**5.2.6.3** a representative(s) of CA.

Where any such individual has a compelling justification for their non-attendance, then they shall be given the opportunity to participate in the hearing before the Commissioner by telephone or video conference (if available). Without prejudice to the Player or Player Support Personnel's ability to call and to question such witnesses as may be necessary and/or to be represented by such other person of their own choosing pursuant to Article 5.2.7, one of the Team Captain, Team Vice-Captain or Team Manager of the team that the Player or Player Support Personnel represents may also attend such hearing to provide additional support and assistance to the Player or Player Support Personnel.

**5.2.7** Each of the individuals described in Article 5.2.6.1 and Article 5.2.6.2 shall have the right (at their or its own expense) to be represented at the hearing before the Commissioner by such representative (including legal counsel) of their or its own choosing. Where the person lodging the Report is an Umpire that officiated in, or the Match Referee that presided over, the Match in question or CA's CEO, then such person shall be entitled to be represented prior to, and during, the hearing (if they consider necessary) by a representative of CA's Legal Department.

**5.2.8** The non-attendance of the Player or Player Support Personnel or their representative at the hearing, after proper notice of the hearing has been provided, shall not prevent the Commissioner from proceeding with the hearing in their absence, whether or not any written submissions are made on their behalf.

**5.2.9** At the end of a hearing, where the Commissioner considers that further evidence or submissions are necessary or further time is required to consider the evidence that has been presented, they shall adjourn the hearing for an appropriate period of time and make such directions as may be necessary including that the Player or Player Support Personnel may, after any such adjournment(s), make any submissions that they might wish to make in relation to the appropriate sanction that ought to be applied.

**5.2.10** Alternatively, at the end of a hearing:

**5.2.10.1** brought under Article 4.5.1.2 or referred to the Commission by a Match Referee pursuant to Article 5.1.12 as an admitted offence but where the Player or Player Support Personnel wishes to challenge the proposed sanction:

(a) as soon as possible after the conclusion of the hearing (and, in any event, no later than forty-eight (48) hours thereafter), the Commissioner will confirm the Player or Player Support Personnel's admission that they had committed a Code of Conduct offence and announce the substance of their decision. Within seven (7) days after

the conclusion of the hearing, the Commissioner shall issue their written decision, with reasons, setting out: (a) what sanctions, if any, are to be imposed (including any fine and/or period of suspension); (b) the date that any period of suspension shall come into force and effect; and (c) any rights of appeal that may exist pursuant to Article 8.

**5.2.10.2** brought under Article 4.5.1.3 (or where the Player or Player Support Personnel has failed to respond to the “Report & Notice of Charge” Form) or referred to the Code of Conduct Commission by a Match Referee pursuant to Article 5.1.12 for the reason the Player or Player Support Personnel has denied the offence charged:

- (a) the Commissioner shall adjourn the hearing (for a period of no less than ten (10) minutes and no more than twenty-four (24) hours), following which they will reconvene the hearing and verbally announce their finding as to whether a Code of Conduct offence has been committed;
- (b) where the Commissioner determines that a Code of Conduct offence has been committed, the Player or Player Support Personnel may request a short adjournment (of no more than thirty (30) minutes) to prepare any submissions that they might wish to make in relation to the appropriate sanction that ought to be applied; and
- (c) as soon as possible after the conclusion of the hearing (and, in any event, no later than forty-eight (48) hours thereafter), the Commissioner will announce the substance of their decision. Within seven (7) days after the conclusion of the hearing, the Commissioner shall issue their written decision, with reasons, setting out: (a) the finding as to whether a Code of Conduct offence had been committed; (b) what sanctions, if any, are to be imposed (including any fine and/or period of suspension); (c) the date that any period of suspension shall come into force and effect; and (d) any rights of appeal that may exist pursuant to Article 8.

**5.2.11** A copy of the written decision will be provided to the Player or Player Support Personnel, CA’s CEO and/or the CEO of the Player or Player Support Personnel’s State or Territory Association in respect of which the relevant Player or Player Support Personnel is employed, contracted or retained, the Head of Integrity and CA’s General Manager, Legal.

**5.2.12** Subject only to the rights of appeal under Article 8, the Commissioner’s decision shall be the full, final and complete disposition of the matter and will be binding on all parties.

**5.2.13** The Commissioner is entitled, in their absolute discretion, to seek legal advice prior to or during any hearing (for which purpose the Commissioner is entitled to adjourn the hearing) and/or prior to giving their decision.

### **General Principles of Procedure**

**5.3** Where a Report is filed by more than one of the individuals described in Article 3.2 in relation to the same alleged offence under the Code of Conduct, then the Player or Player Support Personnel alleged to have committed the offence will only be served with one “Report & Notice of Charge” Form in accordance with the procedures set out in Article 4. However, all persons who filed a Report (or, in the case of CA’s CEO, their representative/nominee) in relation to the alleged offence are required to attend the hearing before the Match

Referee or Commissioner unless there is a compelling justification for their non-attendance, in which case they shall be given the opportunity to participate in the hearing by telephone or video conference (if available).

- 5.4** Where two or more Players or Player Support Personnel are alleged to have committed offences under the Code of Conduct, they may both be dealt with at the same hearing where the proceedings arise out of the same incident or set of facts, or where there is a clear link between separate incidents as follows:
- 5.4.1** any number of On-Field Offences (Level 1 Offence or Level 2 Offence) can all be determined by a Match Referee at the same hearing; and
  - 5.4.2** any number of On-Field Offences (Level 3 Offence or Level 4 Offence) or Off-Field Offences can all be determined by a Commissioner at the same hearing; and
  - 5.4.3** an On-Field Offence (Level 1 Offence or Level 2 Offence) cannot be determined at the same hearing as an On-Field Offence (Level 3 Offence or Level 4 Offence) or Off-Field Offence (and vice versa) and separate proceedings should therefore be issued in relation to each alleged offence, unless the Level 2 Offence is referred to the Code of Conduct Commission by a Match Referee pursuant to Article 5.1.12.
- 5.5** Where a Player or Player Support Personnel is alleged to have committed more than one breach of the Code of Conduct during, or in relation to the same Match, then all of the alleged offences may be dealt with at the same hearing as follows:
- 5.5.1** any number of On-Field Offences (Level 1 Offence or Level 2 Offence) can all be determined by a Match Referee at the same hearing; and
  - 5.5.2** any number of On-Field Offences (Level 3 Offence or Level 4 Offence) or Off-Field Offences can all be determined by a Commissioner at the same hearing; and
  - 5.5.3** an On-Field Offence (Level 1 Offence or Level 2 Offence) can be determined by a Commissioner at the same hearing as an On-Field Offence (Level 3 Offence or Level 4 Offence) or an Off-Field Offence if the On-Field Offence (Level 1 Offence or Level 2 Offence) is referred to the Code of Conduct Commission by a Match Referee pursuant to Article 5.1.12; but
  - 5.5.4** an On-Field Offence (Level 3 Offence or Level 4 Offence) cannot be determined by a Match Referee at the same hearing as an On-Field (Level 1 Offence or Level 2 Offence).
- 5.6** Any failure or refusal by any Player or Player Support Personnel to provide assistance to a Match Referee, Commission Counsel or Commissioner in connection with any charge made pursuant to this Code of Conduct may constitute a separate offence (depending upon the seriousness and context of such failure or refusal) under Articles 2.12 or 2.22 of the Code of Conduct.
- 5.7** Where a Match Referee is, or becomes unwilling or unable to hear a Report (for example, where they find themselves in a position of conflict), then the Head of Cricket Operations (in consultation with the Head of Integrity) shall have the discretion to appoint another Match Referee to hear the Report as CA deems to be appropriate in all the circumstances. Where the alternative Match Referee is unwilling or unable to hear the case, a Commissioner (who shall have had no prior involvement with the case) shall be appointed as a replacement to the Match Referee and the hearing will proceed in accordance with the usual procedure for a hearing before a Match Referee.



- 5.8** Where a Commissioner is, or becomes unwilling or unable to hear a Report (for example, where they find themselves in a position of conflict), then the Head of Integrity shall have the discretion to appoint another Commissioner (who shall have had no prior involvement with the case) as a replacement to the Commissioner and all of the remaining procedure will apply accordingly.
- 5.9** CA will issue a public announcement regarding any decision of the Match Referee or Commissioner made under the Code of Conduct, as soon as is reasonably practicable after the decision has been communicated to the parties. The public announcement of the decision may include details of the offences committed under the Code of Conduct and of the sanctions imposed, if any. Subject to the permitted attendance of media personnel under Article 5.1.2 and 5.2.2, until such time as a public announcement is published by CA, all parties and participants in the proceedings shall treat such proceedings as strictly confidential. For the avoidance of doubt, nothing in this Article shall prevent any party (or any relevant State or Territory Association) publicly confirming the date of the hearing, the offence that is alleged to have been committed and/or the name of the Player or Player Support Personnel charged and nothing shall prevent any party (or any relevant State or Territory Association) from issuing a public announcement regarding a decision after CA has issued its public announcement regarding the decision.
- 5.10** A Match Referee or Commissioner (as the case may be) has an absolute discretion to waive compliance with any procedural requirement of this Code of Conduct provided that no party will suffer any undue prejudice through such exercise of discretion.

## **ARTICLE 6 STANDARD OF PROOF AND EVIDENCE**

- 6.1** Unless otherwise described herein, the standard of proof in all cases brought under the Code of Conduct shall be whether the Match Referee or Commissioner is comfortably satisfied, bearing in mind the seriousness of the allegation that is made, that the alleged offence has been committed.
- 6.2** The Match Referee or Commissioner shall not be bound by judicial rules governing the admissibility of evidence. Instead, facts relating to an offence allegedly committed under the Code of Conduct may be established by any reliable means, including admissions.
- 6.3** The Match Referee or Commissioner may draw an inference adverse to the Player or Player Support Personnel who is asserted to have committed an offence under the Code of Conduct based on their refusal, without compelling justification, after a request made in a reasonable time in advance of the hearing, to appear at the hearing (either in person or telephonically as directed by the Match Referee or Commissioner) and/or to answer any relevant questions.

## **ARTICLE 7 SANCTIONS ON PLAYERS AND PLAYER SUPPORT PERSONNEL**

- 7.1** Where a Match Referee or Commissioner determines that an offence under the Code of Conduct has been committed, they will be required to impose an appropriate sanction on the Player or Player Support Personnel.
- 7.2** In order to determine the sanction that is to be imposed on the Player or Player Support Personnel, the Match Referee or Commissioner must:
- 7.2.1** determine the 'level' of offence that the Player or Player Support Personnel has committed (**Proven Offence**);
  - 7.2.2** have regard to the Table of Permissible Sanctions below; and

**7.2.2** consider whether the Player or Player Support Personnel has previously been found to have committed any offences, at the same or higher 'level' as the Proven Offence (but not necessarily under the same Article) under the Code of Conduct (or any predecessor regulations that may have applied) (**Prior Relevant Offence**) within a period of eighteen months prior to the date on which the Proven Offence took place.

If the Player or Player Support Personnel has not been found to have committed a Prior Relevant Offence within the eighteen month period referred to in Article 7.2.2, the Match Referee or Commissioner shall have regard to Column 2 of the Table of Permissible Sanctions for that Proven Offence (being a First Offence).

If the Player or Player Support Personnel has been found to have committed a Prior Relevant Offence within the eighteen month period referred to in Article 7.2.2, the Match Referee or Commissioner shall have regard to Column 3, 4 or 5 of the Table of Permissible Sanctions as the case may be, for that Proven Offence (being a Second, Third or Fourth and Subsequent Offence within 18 months).

**7.3** Once the Match Referee or Commissioner has established the matters in Article 7.2, then they shall then take into account all other factors that they deem relevant and appropriate to the mitigation or aggravation of the nature of the Code of Conduct offence before determining, in accordance with the Table of Permissible Sanctions below, the appropriate sanction(s). Those factors may include:

1. the seriousness of the breach;
2. the harm caused by the breach to the interests of cricket;
3. the Player's or Player Support Personnel's seniority and standing in the game;
4. any remorse shown by the Player or Player Support Personnel and the prospect of further breaches;
5. the prior offences of the Player or Player Support Personnel in abiding by this Code of Conduct (or any predecessor regulations that may have applied), the ICC Code of Conduct and any similar Code of Conduct (including any offences prior to the eighteen months referred to in Article 7); and
6. the impact of the penalty on the Player or Player Support Personnel, including their capacity to pay a fine as evidenced by the proportion of their annual income from CA, a State or Territory Association or a W/BBL Team that the proposed fine represents.

**TABLE OF PERMISSIBLE SANCTIONS**

	Column 2	Column 3	Column 4	Column 5
LEVEL OF OFFENCE	RANGE OF PERMISSIBLE SANCTIONS (FIRST OFFENCE)	RANGE OF PERMISSIBLE SANCTIONS (SECOND OFFENCE WITHIN 18 MONTHS)	RANGE OF PERMISSIBLE SANCTIONS (THIRD OFFENCE WITHIN 18 MONTHS)	RANGE OF PERMISSIBLE SANCTIONS (FOURTH AND SUBSEQUENT OFFENCES WITHIN 18 MONTHS)
Level 1 Offence (On Field)	<p>(a) Reprimand; and/or</p> <p>(b) the imposition of a fine of:</p> <ul style="list-style-type: none"> <li>for an offence in a Match other than a BBL Match, up to 50% of the applicable Match Fee; or</li> <li>for an offence in a BBL Match, up to \$5,000 (up to \$1,000 for Local Replacement Players); and/or</li> </ul> <p>(c) one (1) Suspension Point.</p>	<p>(a) The imposition of a fine of:</p> <ul style="list-style-type: none"> <li>if the second offence occurs in a Match other than a BBL Match, between 50-100% of the applicable Match Fee; or</li> <li>if the second offence occurs in a BBL Match, up to \$10,000 (up to \$2,000 for Local Replacement Players); and/or</li> </ul> <p>(b) up to two (2) Suspension Points.</p>	<p>The imposition of between two (2) and twelve (12) Suspension Points. *</p>	<p>The imposition of twelve (12) Suspension Points or a suspension for a fixed period of time ranging between the equivalent of twelve (12) Suspension Points and one (1) year. *</p>
Level 2 Offence (On Field Only)	<p>(a) The imposition of a fine of:</p> <ul style="list-style-type: none"> <li>for an offence in a Match other than a BBL Match, between 50-100% of the applicable Match Fee; or</li> <li>for an offence in a BBL Match, up to \$10,000 (up to \$2,000 for Local Replacement Players); and/or</li> </ul> <p>(b) up to two (2) Suspension Points.</p>	<p>The imposition of between two (2) and twelve (12) Suspension Points.*</p>	<p>The imposition of twelve (12) Suspension Points or a suspension for a fixed period of time ranging between the equivalent of twelve (12) Suspension Points and one (1) year.*</p>	<p>The imposition of a suspension of between one (1) and five (5) years.</p>
Level 3 Offence (On Field Only)	<p>The imposition of between four (4) and twelve (12) Suspension Points.*</p>	<p>The imposition of twelve (12) Suspension Points or a suspension for a fixed period of time ranging between the equivalent of twelve (12) Suspension Points and one (1) year. *</p>	<p>The imposition of a suspension between one (1) year and a lifetime.</p>	n/a
Level 4 Offence (On Field Only)	<p>The imposition of twelve (12) Suspension Points or a suspension for a fixed period of time ranging between, at a minimum, the lesser of the equivalent of twelve (12) Suspension Points and one (1) year, up to a maximum of a lifetime's suspension.</p>	<p>The imposition of a suspension of between one (1) year and a lifetime.</p>	n/a	n/a

Any Off-Field Offence	<p>Any one or more of the following penalties:</p> <p>(a) the imposition of a suspension of between one (1) suspension Point up to a maximum of a lifetime's suspension;</p> <p>(b) the imposition of a fine of no more than \$10,000;</p> <p>(c) banning the person from holding (or continuing to hold) any position within CA or a State or Territory Association (including any W/BBL Team), including as an employee, contractor, official or officer);</p> <p>(d) direct that the person make reparation for damage caused by that person to any property;</p> <p>(e) require the person undergo counseling for a specified time;</p> <p>(f) require the person perform voluntary service to cricket or the community; and/or</p> <p>(g) reprimand the person</p>	Same as for first offence but maximum fine of \$25,000	Same as for first offence but maximum fine of \$50,000	Same as for first offence but maximum fine of \$100,000
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**NOTE:** In all cases marked with a \*, the maximum 'actual' period of suspension shall be no more than one (1) year, irrespective of the number and/or the practical application of any Suspension Points that might be imposed.

**7.4** Where a Match Referee or Commissioner imposes a period of suspension on any Player or Player Support Personnel, then, unless such period is for a fixed period of time (for example, one year) then, any such period of suspension shall be referenced by Suspension Points, which shall carry the following weightings:

**7.4.1** a Match of at least 3 days in duration is given a weighting of two (2) Suspension Points; and

**7.4.2** a Match of one or two days duration or which is a Twenty20 match is given a weighting of one (1) Suspension Point.

**7.5** Where a Match Referee or Commissioner imposes a period of suspension or Suspension Points on any Player or Player Support Personnel in respect of On-Field Offence (Level 3 Offence or Level 4 Offence) or an Off-Field Offence, the Match Referee or Commissioner may, at their discretion, partially suspend that period of suspension or Suspension Points for a period of time which shall be imposed in the event that the Player or Player Support Personnel is found to have committed a further breach the same or greater Level of offence of this Code of Conduct during that period of time (**the Suspended Sentence**). Any Suspended Sentence may be enacted:

- 7.5.1** by the Head of Integrity at the time of issuing a “Report & Notice of Charge” Form in respect of the subsequent offence; and/or
- 7.5.2** by the Commissioner at the time of handing down the sanction in respect of the subsequent offence.
- 7.6** Where Suspension Points are imposed against a Player or Player Support Personnel, then such Suspension Points will be applied in accordance with the following principles:
- 7.6.1** the Match Referee or Commissioner shall have regard to the Player’s or Player Support Personnel’s participation in the various formats of Matches in order to determine (to the best of their ability) which of the forthcoming Matches the Player is most likely to participate in or the Player Support Personnel is most likely to assist the participation of a Player in. The exact number of suspension points shall be applied and within the shortest period available. For example, a four-day and one-day Player who receives a penalty of 2 suspension points, and is scheduled to next play a one-day match followed by a four-day followed by another one-day match, shall be ineligible to participate in each of the one-day matches, but shall be eligible to participate in the four-day match to ensure the full and exact application of the 2 suspension points to the sequence of scheduled games as quickly as possible;
- 7.6.2** where necessary, the Match Referee or Commissioner shall be entitled to consult with CA in order to make a determination as to which of the forthcoming Matches the Player is most likely to participate in or the Player Support Personnel is most likely to assist the participation of a Player in;
- 7.6.3** in so far as is reasonably possible, the Match Referee or Commissioner shall apply the Suspension Points to the subsequent Matches in which the Player is most likely to participate in or the Player Support Personnel is most likely to assist the participation of a Player in, on a chronological basis immediately following the announcement of the decision;
- 7.6.4** where a Player or Player Support Personnel has their Suspension Points applied to a Match that is subsequently cancelled, postponed or otherwise abandoned prior to the actual day on which it is scheduled to take place, then such Suspension Points must be reallocated to the next subsequent Matches in which the Player is most likely to participate in or the Player Support Personnel is most likely to assist the participation of a Player in. Where a Match is cancelled, postponed or otherwise abandoned at any time on the actual day on which it is scheduled to take place, then the Suspension Points will remain allocated to that Match, irrespective of such cancellation, postponement or abandonment.
- 7.7** In addition to any ban imposed under this Article (and without limiting the Commissioner’s powers with respect to Level 2, Level 3 and Level 4 suspensions), the Commissioner may, if they deem appropriate, ban a Player from participation in any club/grade cricket match or matches in Australia for a specified period of time.
- 7.8** In the event that a Player receives an ICC imposed international match ban for either committing any of the offences set out in either Level 3 or Level 4 of the ICC Code of Conduct (or their equivalent from time to time) or because the Player has accumulated sufficient demerit points under the ICC Code of Conduct to receive such an international match ban, a Commissioner nominated by CA’s CEO may conduct a hearing to determine whether the Player should also receive a domestic Match ban during the period commencing on the first day of the ICC imposed ban and the last day of the ICC imposed ban and, if so, the type of Match or

Matches in which the ban is to be served. As far as appropriate, the provisions of Article 5 of this Code of Conduct will apply to any hearing under this Article 7.8 except that:

- 7.8.1** the hearing will be a hearing as to penalty only (and will not be a review of the guilt or innocence of the Player under the ICC Code of Conduct or a rule of this Code of Conduct); and
- 7.8.2** the hearing must be convened within 10 business days of the relevant decision (or the determination of an appeal from that decision) under the ICC Code of Conduct.

When imposing any penalty under this Article 7.8 the following principles will apply:

- (i) the Commissioner may not impose a ban in relation to Test Matches, One Day International Matches or Twenty20 International Matches;
- (ii) the Commissioner may not impose a ban which extends beyond the last day of the ICC imposed match ban;
- (iii) the number of domestic matches in a ban imposed by the Commissioner must not exceed the number of matches forming part of the ICC imposed match ban (for example, a Player who receives a three Test Match ban may not receive a ban of more than three Sheffield Shield Matches); and
- (iv) the Commissioner may take into account any circumstance that they consider relevant, including those listed in Article 7.3 or any other exceptional circumstances that may operate to vary or waive any applicable Match ban.

**7.9** In the event that a Player receives a ban from playing club/grade cricket matches as a result of committing any offences set out in any applicable rules of behaviour governing such club/grade cricket matches (“**Club Ban**”), a Commissioner nominated by the Head of Integrity may, solely at the request of the Head of Integrity, conduct a hearing to determine whether the Player should receive a Match ban during the period commencing on the first day of the Club Ban and concluding on the last day of the Club Ban, and if so, the number and type of Match or Matches in which the ban is to be served. As far as appropriate, the provisions of Article 5 of this Code will apply to any hearing under this Article 7.9 except that:

- 7.9.1** the hearing will be a hearing as to penalty only (and will not be a review of the guilt or innocence of the Player under the club rules or a rule of this Code of Conduct); and
- 7.9.2** the hearing must be convened within 10 business days of the relevant decision (or an appeal from that decision) under the club/grade rules.

When imposing any penalty under this Article 7.9 the following principles will apply:

- (i) the Commissioner may not impose a ban in relation to Test Matches, One Day International Matches or Twenty20 International Matches;
- (ii) the Commissioner may not impose a ban which extends beyond the last day of the Club Ban; and
- (iii) the Commissioner may take into account any circumstance it considers relevant, including those listed in Article 7.3 or any other exceptional circumstances that may operate to vary or waive any applicable Match ban.

**7.10** In relation to a fine which is determined by reference to a Match Fee (as referred to in the table in Article 7.3), the relevant Match for the purposes of calculating the Match Fee will be the Match in which the offence occurred.

**7.11** For the avoidance of any doubt:

- 7.11.1** the Match Referee or Commissioner will have no jurisdiction to adjust, reverse or amend the results of any Match;
- 7.11.2** where a Player or Player Support Personnel is found to have committed two separate Code of Conduct offences that do not relate to the same incident or set of circumstances arising during a Match and sanctioned separately for each offence, then any sanctions should run cumulatively (and not concurrently);
- 7.11.3** where a Player or Player Support Personnel is found to have committed two Code of Conduct offences in relation to the same incident or set of circumstances arising during a Match and sanctioned separately, then any sanctions imposed should run concurrently (and not cumulatively);
- 7.11.4** nothing in this Code of Conduct shall permit plea bargaining in relation to any alleged offence committed under this Code of Conduct;
- 7.11.5** where the Match Referee or Commissioner finds a Player or Player Support Personnel not to have committed the contravention alleged under the Code of Conduct, then it remains open to them, at their absolute discretion, to find the Player or Player Support Personnel to have committed a contravention of a lower level than that with which they have been charged. For example, where a Player or Player Support Personnel has been charged with (but been found not to have contravened) the Level 2 Offence of 'showing serious dissent at an Umpire's decision' (Article 2.8), the Match Referee may, instead, find the Player or Player Support Personnel to have contravened the Level 1 Offence of 'showing dissent at an Umpire's decision' and impose an appropriate sanction;
- 7.11.6** where a fine and/or costs award is imposed against a Player or Player Support Personnel, then such fine and/or costs award must be paid: (a) by the Player or Player Support Personnel (and not any other third party, including a State or Territory Association); (b) to CA within thirty (30) days of receipt of the decision imposing the fine. However, CA will consider any request from any Player or Player Support Personnel to make the payment of such fines and/or costs over a prolonged period of time solely in its absolute discretion and on the grounds of financial hardship. Should any fine and/or costs award (or agreed part-payment or installment thereof) not be paid to CA within such deadline or by the time of the next agreed payment date, the Player or Player Support Personnel may not play, coach or otherwise participate or be involved in any capacity in any Match until such payment has been satisfied in full; and
- 7.11.7** A Report and Notice of Charge may be withdrawn at any time before a hearing by the individual responsible for lodging the Report alleging a breach of the Code of Conduct.
- 7.12** Subject to Article 10, where a Player or Player Support Personnel has had Suspension Points imposed against them or has been suspended for a fixed period of time (including a lifetime), they may not play, coach or otherwise participate or be involved in any capacity in any Match(es) which: (a) are covered by the application of their Suspension Points as determined in accordance with Article 7.6; or (b) take place during the fixed period of their suspension.

**NOTE:** For the avoidance of any doubt, a Player or (where relevant) Player Support Personnel who has had Suspension Points imposed against them or has been suspended for a fixed period of time shall not, during the Matches which are covered by their Suspension Points or the period of suspension:

- (a) be nominated as, or carry out any of the duties or responsibilities of, a substitute fielder; or

- (b) enter any part of the playing area (which shall include, for the avoidance of doubt, the field of play and the area between the boundary and perimeter boards) or dug-out (regardless of whether the dug-out is on field or otherwise) at any time, including during any scheduled or unscheduled breaks in play; or
- (c) be prevented from attending any post-match ceremonies or presentations taking place anywhere on the field of play or otherwise following the conclusion of a Match covered by their Suspension Points or the period of suspension unless the suspension or Suspension Points have been imposed in respect of a Level 3 or Level 4 Offence under this Code of Conduct. In such circumstances, the Player or Player Support Personnel shall not be permitted to attend such ceremonies or presentations.
- (d) In addition, Player Support Personnel so sanctioned shall not be permitted to enter the players' dressing room (including the viewing areas) during any Match covered by their Suspension Points or the period of suspension. For the avoidance of doubt, Players so sanctioned will, however, be permitted to enter the players' dressing room provided that the players' dressing room (or any part thereof) for the relevant Match is not within the player area described in (b) above (for example, no such Player shall be permitted access to a 'dug-out').

**7.13** Once any Suspension Points or fixed period of suspension has expired, the Player or Player Support Personnel will automatically become re-eligible to participate (in the case of a Player) or assist the participation (in the case of a Player Support Personnel) in Matches provided that they have paid, in full, all amounts forfeited under the Code of Conduct, including any fines, compensatory awards or award of costs that may have been imposed against them.

**7.14** CA's CEO may, in their absolute discretion, recognise the sanction of another National Cricket Federation under the National Cricket Federation's Code of Conduct (or equivalent) in respect of a Player or Player Support Personnel or a prospective Player or Player Support Personnel. The relevant Player or Player Support Personnel may submit to CA's CEO any supporting documentation for consideration in making such determination.

## **ARTICLE 8 APPEALS**

**NOTE:** For the avoidance of doubt, the right of appeal will be determined by reference to the level of offence which the decision of the Match Referee or Commissioner (as applicable) relates to, and not necessarily the level of offence originally reported.

By way of example, a Commissioner may have been asked to determine a Level 3 Offence, but in coming to their decision, they have exercised the right afforded to them in Article 7.11.5 and found the Player or Player Support Personnel concerned not to have committed the Level 3 Offence, but to have committed a Level 2 Offence. In such circumstances, the right of appeal shall be determined on the basis of the Level 2 Offence and thus in accordance with Article 8.2.

In circumstances where the application of this note would lead to the same level of adjudicator hearing the appeal as heard the first instance case, then the relevant adjudicatory body shall be the higher body. By way of example, in the example listed above, an Appeals Commissioner would have the jurisdiction to hear the appeal against the Level 2 Offence even though technically under the Conduct Commissioner would hear the appeal, as the first instance hearing was held before a Commissioner. The terms of this Article 8 should therefore be construed accordingly.

### **Appeals from decisions in relation to a first On-Field Offence (Level 1)**

**8.1** Decisions made under the Code of Conduct by a Match Referee in relation to a first On-Field Offence (Level 1) shall be non-appealable and shall remain the full and final decision in relation to the matter.



**Appeals from decisions in relation to: (a) a second or subsequent On-Field Offence (Level 1); (b) an On-Field Offence (Level 2)**

**8.2** Decisions made under the Code of Conduct by a Match Referee in relation to: (a) a second or subsequent On-Field Offence (Level 1) within the applicable 18 month period; or (b) an On-Field Offence (Level 2), may be challenged solely by appeal as set out in this Article 8.2. Such decision of the Match Referee shall remain in effect while under appeal and until the decision of the Commissioner is made pursuant to Article 8.2.3.7.

**8.2.1** The only parties who may appeal a decision of this nature shall be: (a) the Player or Player Support Personnel found to have committed the offence; or (b) the person who lodged the Report pursuant to Article 3.1 and (c) CA's CEO (or their designee).

**8.2.3** Any notice to appeal under this Article must be lodged with the Head of Integrity within 48 hours of receipt of the written decision of the Match Referee (which will be in a form prescribed by the Head of Integrity and available on CA's official website) (the **Appeal Notice**). The Appeal Notice can be located at <https://www.cricketaustralia.com.au/cricket/rules-and-regulations>. In all cases, the Head of Integrity will provide a copy of such notice to the Match Referee and the CEO of the State or Territory Association to which the Player or Player Support Personnel is affiliated. Thereafter, the following will apply:

**8.2.3.1** Within 48 hours of receipt of an Appeal Notice:

- (a) the Head of Integrity will appoint a Commissioner to hear the appeal sitting alone; and
- (b) the Match Referee will provide a written statement to the Head of Integrity setting out any relevant facts (to be copied to the Player or Player Support Personnel).

**8.2.3.2** The provisions of Articles 5.1.2 to 5.1.12, applicable to proceedings before the Match Referee, shall apply, with changes deemed appropriate by the Commissioner to reflect the different context to appeal hearings before the Commissioner. CA may appoint a Commission Counsel to assist the Commissioner in the conduct of any appeal hearing.

**8.2.3.3** The Commissioner shall hear and determine all issues arising from any matter which is appealed pursuant to this Article on a de novo basis (i.e. they shall hear the matter over again, from the beginning), without being bound in any way by the decision being appealed. For the avoidance of doubt, the Commissioner shall have the power to increase or decrease, amend or otherwise substitute a new decision on the appropriateness (or otherwise) of the sanction imposed at first instance, provided that any new sanction must be within the permitted range of sanctions set out in the table in Article 7.3.

**8.2.3.4** Appeal hearings pursuant to this Article 8.2 should be completed expeditiously. Save where all parties agree or fairness requires otherwise, the appeal hearing shall be commenced no later than fourteen (14) days after the appointment of the Commissioner. It shall be open to the Commissioner, in their absolute discretion, to determine what the matter (or any part thereof) be dealt with by way of written submissions only. In making such determination, the Commissioner must provide the Player or Player Support Personnel and CA the opportunity to be heard in respect any written submissions. The Head of Integrity must notify in writing the parties to the appeal of all relevant details of the appeal as soon as practicable.

- 8.2.3.5** The Commissioner has an absolute discretion to waive compliance with any procedural requirement of this Code of Conduct provided that no party will suffer any undue prejudice through such exercise of discretion.
- 8.2.3.6** The Commissioner shall have the power to order some or all of the costs of the appeal proceedings (including the costs of holding the hearing, the legal and/or travel/accommodation costs of the Commissioner and/or any other relevant parties, including CA) to be paid by the appealing party if they consider that such party has acted spuriously, frivolously, without reasonable cause or otherwise in bad faith.
- 8.2.3.7** Any decision made by the Commissioner under this Article 8.2, shall be the full, final and complete disposition of the matter and will be binding on all parties.

### **Appeals from decisions in relation to a On-Field Offences (Level 3 or Level 4) or Off-Field Offences**

- 8.3** Decisions made under the Code of Conduct by a Commissioner in relation to an On-Field Offence (Level 3 or Level 4) or an Off-Field Offence may be challenged solely by appeal as set out in this Article 8.3. Such decision shall remain in effect while under appeal unless any properly convened Appeals Commissioner orders otherwise.
  - 8.3.1** The only parties who may appeal a decision made in relation to an On-Field Offence (Level 3 or Level 4) or an Off-Field Offence shall be: (a) the Player or Player Support Personnel found to have committed the offence; (b) the person who lodged the Report pursuant to Article 3.1 and (c) CA's CEO (or their designee).
  - 8.3.2** Any Appeal Notice under this Article must be lodged with the Head of Integrity within seven (7) days of receipt of the written decision of the Commissioner. In all cases, a copy of the Appeal Notice will also be provided to the Commissioner and the CEO of the State or Territory Association to which the Player or Player Support Personnel is affiliated. Thereafter, the following will apply:
    - 8.3.3.1** Within five (5) days of receipt of an Appeal Notice:
      - (a) the Head of Integrity will appoint the Appeals Commissioner to hear the appeal; and
      - (b) the Commissioner whose decision is being appealed will provide a written statement to the Head of Integrity setting out any relevant facts (to be copied to the Player or Player Support Personnel).
    - 8.3.3.2** The provisions of Articles 5.2.2 to 5.2.14, applicable to proceedings before Commissioner, shall apply, with changes deemed appropriate by the Appeals Commissioner to reflect the different context to appeal hearings before the Appeals Commissioner. CA may appoint a Commission Counsel to assist the Appeals Commissioner in the conduct of any hearing.
    - 8.3.3.3** Where required in order to do justice (for example to cure procedural errors at the first instance hearing), the appeal shall take the form of a re-hearing de novo (i.e. it shall hear the matter over again, from the beginning, without being bound in any way by the decision being appealed) of the issues raised by the case. In all other cases, the appeal shall not take the form of a de novo hearing but instead shall be limited to a consideration of whether the decision being appealed was erroneous.
    - 8.3.3.4** Appeal hearings pursuant to this Article 8.3 should be completed expeditiously. Save where all parties agree or fairness requires otherwise, the appeal hearing shall be commenced no

later than thirty (30) days after the appointment of the Appeals Commissioner. The Head of Integrity must notify in writing the parties to the appeal of all relevant details of the appeal as soon as practicable. It shall be open to the Appeals Commissioner, in their discretion, to determine that the matter (or any part thereof) be dealt with by way of written submissions only.

**8.3.3.5** The Appeals Commissioner has an absolute discretion to waive compliance with any procedural requirement of this Code of Conduct provided that no party will suffer any undue prejudice through such exercise of discretion.

**8.3.3.6** The Appeals Commissioner shall have the power to order some or all of the costs of the appeal proceedings (including the costs of holding the hearing, the legal and/or travel/accommodation costs of the Appeals Commissioner and/or any other relevant parties, including CA) to be paid by the appealing party if it considers that such party has acted, spuriously, frivolously, without reasonable cause or otherwise in bad faith. Otherwise, each party to the appeal shall be responsible for their own costs associated with the appeal.

**8.3.3.7** Any decision made by the Appeals Commissioner under this Article 8.3, shall be the full, final and complete disposition of the matter and will be binding on all parties.

#### **No appeal in relation to an accepted sanction**

**8.4** Where a Player or Player Support Personnel admits the offence charged and accedes to the proposed sanction specified in the "Report & Notice of Charge" Form in accordance with the procedure described in Articles 4.5.5.1, the Player or Player Support Personnel waives their right to any appeal against the imposition of such a sanction.

#### **Public Announcement**

**8.5** CA will issue a public announcement regarding any decision on Appeal made under the Code of Conduct, as soon as is reasonably practicable after the decision has been communicated to the parties. The public announcement of the decision may include details of the offences committed under the Code of Conduct and of outcome of the Appeal. Until such time as a public announcement is published by CA, all parties and participants in the proceedings shall treat such proceedings as strictly confidential. For the avoidance of doubt, nothing in this Article shall prevent any party (or any relevant State or Territory Association) publicly confirming the date of the Appeal hearing, the offence that is alleged to have been committed and/or the name of the Player or Player Support Personnel charged and nothing shall prevent any party (or any relevant State or Territory Association) from issuing a public announcement regarding a decision after CA has issued its public announcement regarding the decision on Appeal.

### **ARTICLE 9 RECOGNITION OF DECISIONS**

Any hearing results or other final adjudications under the Code of Conduct shall be recognised and respected by CA and the State or Territory Associations (including the W/BBL Teams) automatically upon receipt of notice of the same, without the need for any further formality. Each of CA and the State or Territory Associations (including the W/BBL Teams) shall take all steps legally available to it to enforce and give effect to such decisions.

## ARTICLE 10 LONG-TERM SANCTIONS

**NOTE:** The purpose of this Article is to provide a Player or Player Support Personnel with the opportunity to apply to have a Long-Term Sanction modified in circumstances where they can demonstrate exceptional circumstances exist justifying the modification of the Long-Term Sanction.

Any application under this Article is not an appeal from the original decision of the Head of Integrity, Commissioner or Appeals Commissioner regarding the offence.

This Article acknowledges that Players and Player Support Personnel are capable of genuine reform or rehabilitation and is intended to provide the Player or Player Support Personnel with an opportunity to resume their previously held positions or responsibilities in specific circumstances.

- 10.1** A Player or Player Support Personnel who has received a Long-Term Sanction under this Code of Conduct may apply to have their Long-Term Sanction modified in accordance with this Article 10 (**Application**).
- 10.2** A Long-Term Sanction may only be modified if the Review Panel is satisfied that exceptional circumstances exist justifying the modification of the Long-Term Sanction.
- 10.3** Any Application is to be made in writing to the Head of Integrity. An Application must be accompanied by:
- 10.3.1** a written statement of the Player or Player Support Personnel making the Application, addressing the considerations set out in Article 10.8; and
  - 10.3.2** evidence and other supporting material that the Player or Player Support Personnel intends to rely upon.
- 10.4** The onus is on the Player or Player Support Personnel to demonstrate to the Review Panel that exceptional circumstances exist justifying the modification of the Long-Term Sanction.
- 10.5** Upon consideration of the Application, the Review Panel may either:
- 10.5.1** modify the Long-Term Sanction in any way it deems appropriate, including by reducing the Long-Term Sanction or converting the remainder of the Long-Term Sanction, wholly or partly, into a Suspended Sentence (as defined in Article 7.5) and/or imposing any conditions on the modified Long-Term Sanction; or
  - 10.5.2** deny the Application.
- 10.6** For the avoidance of doubt, where the Review Panel converts the Long-Term Sanction into a Suspended Sentence and/or imposes any conditions on the modified Long-Term Sanction under Article 10.5.1, the remaining term of the original Long-Term Sanction would be reimposed in the event that the Player or Player Support Personnel is found (following disciplinary procedures provided for in this Code of Conduct) to have committed a further breach of the same or greater Level of offence of this Code of Conduct as the original offence during the period of the Suspended Sentence, or a breach of any conditions imposed.

### Considerations

- 10.7** A hearing of an Application is not:
- 10.7.1** an appeal of the original decision imposing the Long-Term Sanction; or
  - 10.7.2** a de novo review of the offence or Long-Term Sanction imposed under Article 4.5.1.1, Article 5.2.10 or Article 8.3.
- 10.8** In determining whether exceptional circumstances justifying the modification of the Long-Term Sanction exist, the Review Panel must have regard to the following:
- 10.8.1** the seriousness of the original offence;

- 10.8.2** the interests of cricket and any other persons impacted by the offence the subject of the Long-Term Sanction;
- 10.8.3** whether the Player or Player Support Personnel acknowledges responsibility for the conduct that constituted the original offence the subject of the Long-Term Sanction and demonstrates genuine remorse for that conduct;
- 10.8.4** the Player or Player Support Personnel's conduct and behaviour since the imposition of the Long-Term Sanction;
- 10.8.5** (if applicable) whether the Player or Player Support Personnel has undertaken treatment or any formal rehabilitation program and, if so, any formal reports regarding the completion of such treatment or program;
- 10.8.6** considerations of general and specific deterrence;
- 10.8.7** considerations of encouraging reform and rehabilitation;
- 10.8.8** the length of time that has passed since the imposition of the Long-Term Sanction and, in particular, whether sufficient time has passed to allow for reform or rehabilitation by the Player or Player Support Personnel; and
- 10.8.9** any other facts, reports or circumstances the Review Panel considers relevant.

### **Procedure**

- 10.9** The Application shall be heard and determined in accordance with the following procedure:
  - 10.9.1** As soon as reasonably practicable following the receipt of an Application, the Head of Integrity will appoint three (3) Commissioners to sit as the review panel (**Review Panel**). The appointed Commissioners of the Review Panel shall have had no prior involvement with the charge which is the subject of the Long-Term Sanction or the imposition of the Long-Term Sanction.
  - 10.9.2** CA shall be entitled to lodge submissions and/or to present evidence in respect of the Application for consideration by the Review Panel. A copy of the written submissions and an outline of evidence must be provided to the Player or Player Support Personnel the subject of the Application at least two (2) days prior to the hearing of the Application (or such longer period as directed by the Review Panel).
  - 10.9.3** The Player or Player Support Personnel may also lodge further submissions for consideration of the Review Panel in relation to any conditions that are proposed by CA or under consideration by the Review Panel, as directed by the Review Panel.
  - 10.9.3** The procedure to be conducted for the hearing and determination of the Application shall be at the discretion of the Review Panel, provided that the Player or Player Support Personnel and CA are given a fair and reasonable opportunity to present evidence, and to address the Review Panel. The Review Panel will conduct the hearing and all consideration of the Application:
    - 10.9.3.1** in private (unless the Review Panel determines otherwise);
    - 10.9.3.2** with as little formality and technicality and as expeditiously as proper consideration of the Application permits; and
    - 10.9.3.3** in all other respects as the Review Panel determines.
  - 10.9.4** CA may appoint Commission Counsel to assist the Review Panel in the conduct of any hearing by presenting or facilitating the presentation of any relevant evidence and submissions relating to the Application of the Player or Player Support Personnel.

- 10.9.5** The Review Panel may order that the hearing be recorded and/or that the hearing be transcribed.
- 10.9.6** A Player or Player Support Personnel who has made the Application shall have the right (at their own expense) to be represented at the hearing before the Review Panel by such representative (including legal counsel) of their own choosing.
- 10.9.7** The non-attendance of the Player or Player Support Personnel or their representative at the hearing, after proper notice of the hearing has been provided, shall not prevent the Review Panel from proceeding with the hearing in their absence, whether or not any written submissions are made on their behalf.
- 10.9.8** As soon as practicable after the conclusion of the hearing, the Review Panel will announce the substance of their decision. Within seven (7) days after announcing the substance of the decision, the Review Panel shall issue their written decision, with reasons, setting out:
  - 10.9.8.1** their ruling on the Application; and
  - 10.9.8.2** if a ruling is in accordance with Article 10.5.1:
    - (a)** the date the amended sanction shall come into force and effect; and
    - (b)** any other conditions imposed by the Review Panel.
- 10.10** A decision of the Review Panel is to be decided by majority.
- 10.11** There is no right of appeal against a decision of the Review Panel.
- 10.12** Article 5.2.12, Article 8.3.3.7 and Article 8.4 under this Code of Conduct shall not affect any Player's or Player Support Personnel's rights to make an Application.
- 10.13** A Player or Player Support Personnel shall be prohibited from making a further Application in respect of a Long-Term Sanction, following the hearing and determination in respect of an Application, for at least twelve (12) months following the Review Panel's decision in respect of that Application.

## **ARTICLE 11 AMENDMENT AND INTERPRETATION OF THE CODE OF CONDUCT**

- 11.1** The Code of Conduct may be amended from time to time by CA, with such amendments coming into effect on the date specified by CA.
- 11.2** The headings used for the various Articles of the Code of Conduct are for the purpose of guidance only and shall not be deemed to be part of the substance of the Code of Conduct or to inform or affect in any way the language of the provisions to which they refer.
- 11.3** This Code of Conduct shall come into full force and effect on 21 November 2022 (the "**Effective Date**"). It shall not apply retrospectively to matters pending before the Effective Date; provided, however, that any case pending prior to the Effective Date, or brought after the Effective Date but based on an offence that is alleged to have occurred before the Effective Date, shall be governed by the predecessor version of the Code of Conduct in force at the time of the alleged offence, subject to any application of the principle of *lex mitior* (being the principle of applying the more lenient sanction) by the hearing panel determining the case.
- 11.4** If any Article or provision of this Code of Conduct is held invalid, unenforceable or illegal for any reason, the Code of Conduct shall remain otherwise in full force apart from such Article or provision that shall be deemed deleted insofar as it is invalid, unenforceable or illegal.

**11.5** The Code of Conduct is governed by and shall be construed in accordance with the laws of the State of Victoria, Australia. Strictly without prejudice to the arbitration provisions of Articles 5 and 8 of the Code of Conduct, disputes relating to the Code of Conduct shall be subject to the exclusive jurisdiction of the Victorian courts.

## **ARTICLE 12 OTHER CODES AND POLICIES**

The conduct prohibited under the following codes and policies shall also amount to an offence under this Code of Conduct, provided that the offences, processes and penalties shall be determined in accordance with the relevant code or policy:

1. CA Anti-Corruption Code;
2. CA Anti-Doping Code;
3. CA Illicit Substances Rule;
4. CA Anti-Discrimination Code; and
5. CA Anti-Harassment Code.

## APPENDIX 1 - DEFINITIONS

ACA. The Australian Cricketers' Association.

Appeals Commissioner. The independent person appointed by CA pursuant to the CA Conduct Commissioner Terms of Reference that performs the functions assigned to the Appeals Commissioner under the Code of Conduct.

BBL Match. Any match (including a practice match) played by a BBL team as part of or in connection with a BBL season.

CA. Cricket Australia or its designee.

CA Conduct Commission. An official committee of CA established under the CA Conduct Commission Terms of Reference.

CA Code of Conduct for Other Cricket Events. The CA Code of Conduct for Other Cricket Events dated 27 February 2019.

CA's W/BBL Clothing and Equipment Regulations. CA's W/BBL Clothing and Equipment Regulations, as in force from time to time.

CA's CEO. The person appointed by the CA board from time to time to act as CA's Chief Executive Officer (or their designee).

CA's General Manager, Legal. The person holding that position at CA from time to time (including any person acting in that position).

CA's State Clothing and Equipment Regulations. CA's State Clothing and Equipment Regulations, as in force from time to time.

Commission Counsel. An independent person appointed by CA to assist the Commissioner or Appeals Commissioner in the conduct of a hearing.

Commissioner. The independent person appointed by the Head of Integrity from the CA Conduct Commission, to perform the functions assigned to the Commissioner under the Code of Conduct.

Effective Date. As defined in Article 11.3.

Head of Cricket Operations. The person holding that position at CA from time to time (including any person acting in that position).

Head of Integrity. The person holding that position at CA from time to time (including any person acting in that position).

Level 1 Offence. Any offence charged at Level 1.

Level 2 Offence. Any offence charged at Level 2.



Level 3 Offence. Any offence charged at Level 3.

Level 4 Offence. Any offence charged at Level 4.

Long-Term Sanction. Any sanction that is for a term of four (4) years or more.

Match. Any cricket match:

- (a) played as part of a test series, one day international series or twenty20 international series (whether or not one or more matches are played as part of that series), whether in Australia or overseas, and whether or not played under the auspices of the ICC or any other country's governing authority for cricket;
- (b) played as part of a Cricket Australia-approved cricket tour (whether in Australia or overseas);
- (c) played as part of the domestic male one-day competition;
- (d) played as part of the domestic male four-day competition;
- (e) that is a BBL Match;
- (f) played by a State Association or invitational representative Australian team against a touring international team in Australia or against any other team overseas;
- (g) played by a W/BBL Team against a touring international team in Australia or against any team overseas;
- (h) played as part of the WNCL competition;
- (i) played as part of the WBBL competition;
- (j) played as part of the Futures League competition;
- (k) played as part of the National Under 19 Male Championships; and
- (l) played as part of the National Under 18 Female Championships.

Match Fee. The designated match fee (which is to be used for the purposes of calculating sanctions in accordance with Article 7) as set out in Appendix 3 of this Code of Conduct.

Match Official. An Umpire or Match Referee.

Match Referee. The independent person appointed by CA (or any other relevant party) as the official match referee for a designated Match, whether such Match Referee carries out their functions remotely or otherwise. Where a Match Referee is not physically present at a particular Match, they may be assisted in the administrative performance of their duties under this Code of Conduct by any official 'Match Manager' who may be appointed to officiate at such Match.

National Cricket Federation. A national or regional entity which is a member of or is recognised by the ICC as the entity governing the sport of cricket in a country (or collective group of countries associated for cricket purposes).

Notice of Charge. Part B of the "Report & Notice of Charge" Form.

Off-Field Offence. Any offence classified as an off-field offence in Article 3.2. For the avoidance of doubt this means Articles 2.12 and 2.15 and Articles 2.14 and 2.23 to the extent they deal with off-field behaviour.

On-Field Offence (Level 1 or Level 2). Any offence classified as an on-field Level 1 or Level 2 offence in Article 3.2. For the avoidance of doubt this means Articles 2.1 to 2.11 (inclusive), 2.13, 2.16 to 22 and Articles 2.14 and 2.23 to the extent they deal with on field behaviour.

On-Field Offence (Level 3 or Level 4). Any offence classified as an on-field Level 3 or Level 4 offence in Article 3.2. For the avoidance of doubt this is means Articles 2.13, 16 to 22 (inclusive) and Articles 2.14 and 2.23 to the extent they deal with on field behaviour.

Player. Any cricketer who is selected in any playing team or squad that is chosen to represent CA or a State or Territory Association in any Match or series of Matches or any cricketer that is contracted to CA or a State or Territory Association to play cricket.

Player Support Personnel. Any *Umpire, Match Referee*, coach, trainer, team manager, player agent, selector, team official, doctor, physiotherapist, dietitian, fitness or other health related advisor or any other person employed by, contracted to, representing or otherwise affiliated to CA or any *State or Territory Association* or W/BBL Team or any other person employed by, contracted to, representing or otherwise affiliated to a Team or squad that is chosen to represent CA, a *State or Territory Association* in any *Match* or series of *Matches*.

Report. Part A of the "Report & Notice of Charge" Form.

Review Panel. The panel constituted under Article 10.9.

State or Territory Association. Each of the six (6) member associations of CA and Northern Territory Cricket and Cricket ACT.

Suspension Points. The weighting points used to determine the period of suspension imposed against any Player or Player Support Personnel pursuant to Article 7 of the Code of Conduct.

Team Captain or Vice Captain. The official captain or vice captain of any team participating in a Match.

Team Manager. The official manager of any team participating in a Match.

Umpire. Any umpire (including any third or other umpires) appointed to officiate in a Match.

Venue Operator. The entity responsible for the venue in respect of a Match.

W/BBL Team. The W/BBL teams competing in the BBL and WBBL competitions.

## APPENDIX 2 – CODE OF CONDUCT OFFENCES

Article	
<b>2.1</b>	<b>Using language, actions or gestures which disparage or which could provoke an aggressive reaction from a batter upon their dismissal during a Match</b>
<i>Note:</i>	<p><i>Article 2.1 includes any language, action or gesture used by a Player and directed towards a batter upon their dismissal which has the potential to provoke an aggressive reaction from the dismissed batter, or which could be considered to disparage or demean the dismissed batter, regardless of whether the batter feels disparaged or demeaned (in other words, a 'send off'). Without limitation, Article 2.1 includes: (a) excessive celebration directed at and in close proximity to the dismissed batter; (b) verbally abusing the dismissed batter; or (c) pointing or gesturing towards the pavilion.</i></p> <p><i>Nothing in this Article 2.1 is intended to stop Players celebrating, in an appropriate fashion, the dismissal of a batter.</i></p> <p><i>This offence is not intended to cover any conduct that is likely to offend, insult, humiliate, intimidate, threaten, disparage or vilify any reasonable person in the position of a Player or Player Support Personnel or any other person (including spectator) on the basis of that person's race, religion, culture, descent, colour, national or ethnic origin, sex, gender, sexual orientation, disability, marital status and/or parental status. Such conduct is captured by the CA Anti-Discrimination Code.</i></p>
Level 1	✓
Level 2	Not applicable
Level 3	Not applicable
Level 4	Not applicable
<b>2.2</b>	<b>Excessive appealing during a Match</b>
<i>Note:</i>	<p><i>For the purposes of Article 2.2, 'excessive' may include: (a) repeated appealing of the same decision/appeal; (b) repeated appealing of different decisions/appeals when the bowler/fielder knows the batter is not out with the intention of placing the Umpire under pressure; (c) charging or advancing towards the Umpire in an aggressive manner when appealing; or (d) celebrating or assuming a dismissal before the decision has been given. It is not intended to prevent loud or enthusiastic appealing.</i></p>
Level 1	✓
Level 2	Not applicable
Level 3	Not applicable
Level 4	Not applicable
<b>2.3</b>	<b>Use of an audible obscenity during a Match</b>
<i>Note:</i>	<p><i>Article 2.3 covers the use of words commonly known and understood to be offensive, obscene and/or profane (in any language) which can be heard by spectators and/or the viewing public whether by way of the stump microphone or otherwise. This conduct may include, for example, swearing in frustration at one's own play or misfortune.</i></p> <p><i>This offence is not intended to cover any conduct that is likely to offend, insult, humiliate, intimidate, threaten, disparage or vilify any reasonable person in the position of a Player or Player Support Personnel or any other person (including spectator) on the basis of that person's race, religion, culture, descent, colour, national or ethnic origin, sex, gender, sexual orientation, disability, marital status and/or parental status. Such conduct is captured by the CA Anti-Discrimination Code.</i></p>
Level 1	✓
Level 2	Not applicable
Level 3	Not applicable
Level 4	Not applicable
<b>2.4</b>	<b>Disobeying an Umpire or Match Referee's instruction during a Match</b>

Note:	<i>Article 2.4 includes any repeated failure to comply with the instruction or directive of an Umpire or Match Referee during a Match.</i>
Level 1	✓
Level 2	Not applicable
Level 3	Not applicable
Level 4	Not applicable

<b>2.5</b>	<b>Abuse of cricket equipment or clothing, ground equipment or fixtures and fittings during a Match</b>
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Note:	<p><i>Article 2.5 includes any action(s) outside the course of normal cricket actions, such as hitting or kicking the wickets or any deliberate (ie intentionally), reckless or negligent (in either case even if accidental) action(s) to fixtures or fittings including but not limited to the advertising boards, boundary fences, dressing room doors, mirrors, windows and other fixtures and fittings.</i></p> <p><i>For the avoidance of doubt, the wickets or any other fixtures or fittings do not need to be damaged in order to constitute a breach of Article 2.5.</i></p> <p><i>For example, this offence may be committed, without limitation, when a Player swings their bat vigorously in frustration and hits an advertising board.</i></p>
Level 1	✓
Level 2	Not applicable
Level 3	Not applicable
Level 4	Not applicable

<b>2.6</b>	<b>Breach of CA's Clothing and Equipment Regulations or CA's W/BBL Clothing and Equipment Regulations during any Match</b>
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Note:	<p><i>One of the core objectives of CA's Clothing and Equipment Regulations and CA's W/BBL Clothing and Equipment Regulations is to ensure appropriate and professional standards of appearance on the field of play and to prevent those practices that undermine that objective (for example the cover up/alteration of clothing and equipment with sticking plaster or marker pens, the wearing of batting pads painted with paint that subsequently fades or falls off and/or the use of prohibited logos).</i></p> <p><i>For the avoidance of any doubt, there shall be no requirement that the Umpire must first provide a warning to the offending person to remove or cover up a prohibited logo before a breach of this Article can be established.</i></p>
Level 1	✓ (Does not apply to breaches relating to a 'Commercial Logo' or a 'Player's Bat Logo' as those terms are defined in the Clothing and Equipment Regulations and W/BBL Clothing and Equipment Regulations)
Level 2	✓ (Applies to breaches relating to a 'Commercial Logo' or a 'Player's Bat Logo' as those terms are defined in the Clothing and Equipment Regulations and W/BBL Clothing and Equipment Regulations)
Level 3	Not applicable
Level 4	Not applicable

<b>2.7</b>	<b>Throwing a ball (or any other item of cricket equipment including, without limitation, a bat, helmet or water bottle) at or near a Player, Player Support Personnel, or any other third person in an inappropriate and/or dangerous manner during a Match</b>
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Note:	<p><i>This Article will not prohibit a fielder or bowler from returning the ball to the stumps in the normal fashion, or from throwing the ball at the stumps or to a team member when attempting a run out.</i></p> <p><i>When assessing the seriousness of the offence, the following factors shall be taken into account: (a) the context of the particular situation, including without limitation, whether the action was deliberate, reckless, negligent and/or avoidable; (b) whether the ball/object struck the other person; (c) the speed at which the ball/object was thrown; and (d) the distance from which the ball/object was thrown.</i></p>
Level 1	✓

Level 2	✓
Level 3	Not applicable
Level 4	Not applicable
<b>2.8</b>	<b>Showing dissent at an Umpire's decision during a Match</b>
Note:	<p><i>Without limitation, Article 2.8 may include: (a) excessive, obvious disappointment with an Umpire's decision; (b) an obvious delay in resuming play or leaving the wicket; (c) shaking the head; (d) pointing or looking at the inside edge when given out lbw; (e) pointing to the pad or rubbing the shoulder when caught behind; (f) snatching the cap from the Umpire; (g) requesting a referral to the TV Umpire (other than in the context of a legitimate request for a referral as may be permitted in such Match); and (h) arguing or entering into a prolonged discussion with the Umpire about their decision.</i></p> <p><i>It shall not be a defence to any charge brought under this Article to show that the Umpire might have, or in fact did, get any decision wrong.</i></p> <p><i>This offence is not intended to punish a batter showing their instinctive disappointment at their dismissal.</i></p> <p><i>When assessing the seriousness of the breach, the following factors (without limitation) should be considered: (a) whether the conduct contains an element of anger or abuse that is directed at the Umpire or the Umpire's decision; (ii) whether there is excessive delay in resuming play or leaving the wicket; or (c) whether there is persistent reference to the incident over time.</i></p>
Level 1	✓
Level 2	✓ (Applies in the case of 'serious' dissent)
Level 3	Not applicable
Level 4	Not applicable
<b>2.9</b>	<b>Using a gesture(s) that is obscene, offensive or insulting during a Match</b>
Note:	<p><i>Article 2.9 includes, without limitation, obscene gestures whether directed to a Player or Player Support Personnel or about another person or not. This offence is not intended to penalise trivial behaviour.</i></p> <p><i>When assessing the seriousness of the offence, the following factors shall be taken into account: (a) the context of the particular situation; and (b) whether the gesture(s) is likely to: (i) be regarded as obscene; (ii) give offence; or (iii) insult another person.</i></p> <p><i>This offence is not intended to cover any conduct that is likely to offend, insult, humiliate, intimidate, threaten, disparage or vilify any reasonable person in the position of a Player or Player Support Personnel or any other person (including spectator) on the basis of that person's race, religion, culture, descent, colour, national or ethnic origin, sex, gender, sexual orientation, disability, marital status and/or parental status. Such conduct is captured by the CA Anti-Discrimination Code.</i></p>
Level 1	✓
Level 2	✓ (Applies in the case of a gesture considered 'seriously' obscene, offensive or insulting gestures)
Level 3	Not applicable
Level 4	Not applicable
<b>2.10</b>	<b>Committing a reportable breach of any of the Laws of Cricket that relate to Unfair Play set out in Law 41 of the Laws of Cricket, as modified by condition 41 in each set of CA's domestic match playing conditions</b>
Note:	<p><i>Articles 2.10 provides Umpires with a mechanism for reporting any reportable breaches that relate to Unfair Play other than breaches relating to changing the condition of the ball which shall be dealt with under Article 2.16.</i></p> <p><i>A breach of Article 2.10 includes but is not limited to: (a) deliberate attempt to distract striker; (b) deliberate distraction, deception or obstruction of batter; (c) bowling of a dangerous and unfair short pitched deliveries; (d) bowling of dangerous and unfair non-pitching deliveries; (e) bowling of deliberate front-foot no ball; (f) time wasting by the fielding side; (g) batter wasting time; (h) fielder damaging the pitch; (i) bowling running on protected area; (j) batter damaging the pitch; (k) striker in protected area; (l) non-striker leaving their ground early; (m) batter stealing a run; or (n) unfair actions.</i></p>

	<i>When assessing the seriousness of the offence, the following factors (without limitation) shall be taken into account (a) the context of the particular situation, including without limitation and where relevant, whether the action was deliberate, reckless, negligent and/or avoidable; (b) the potential for the action to injure another Player or Umpire; and (c) the degree of advantage offered by the 'unfair play'.</i>
Level 1	✓
Level 2	✓ (Applies for 'serious' breaches the laws relating to Unfair Play)
Level 3	Not applicable
Level 4	Not applicable
<b>2.11</b>	<b>Any attempt to manipulate a Match for inappropriate strategic or tactical reasons</b>
<i>Note:</i>	<p><i>Article 2.11 is intended to prevent the manipulation of a Match or Matches for inappropriate strategic or tactical reasons e.g. prohibit incidents where a team bats in such a way as to either adversely affect its own, or improve its opponent's, bonus points, net run rate or quotient. The Team Captain of any team that committed such conduct shall be held responsible (and subject to sanction) for any offence found to have been committed under this Article.</i></p> <p><i>Article 2.11 is not intended to cover any corrupt or fraudulent acts (including any use of inside information and/or related betting activity). Such conduct is prohibited under the CA Anti-Corruption Code and must be dealt with according to the procedures set out therein.</i></p> <p><i>Without limiting Article 2.11, the Team Captain of the offending side may breach this Article 2.11 in the event that the Player or Player Support Personnel involved in the breach are not able to be identified, or where the breach was planned or systematic to the extent that the Team Captain either knew, or ought to have known, that the breach was occurring.</i></p>
Level 1	Not applicable
Level 2	✓
Level 3	Not applicable
Level 4	Not applicable
<b>2.12</b>	<b>Failing or refusing, without compelling justification, to cooperate with any investigation in accordance with clause 12.5 of the Player Contract or as reasonably requested by the Head of Integrity</b>
Level 1	Not applicable
Level 2	✓
Level 3	Not applicable
Level 4	Not applicable
<b>2.13</b>	<b>Personal abuse of a Player or Player Support Personnel during a Match</b>
<i>Note:</i>	<p><i>Article 2.13 is intended to cover language of a personal, insulting, obscene and/or offensive nature whether directed to any Player and/or Player Support Personnel or about another person during a Match. It is also intended to cover language of a personal, insulting, obscene and/or offensive nature relating to a family member or the Player or Support Personnel at whom it is directed.</i></p> <p><i>When considering the seriousness of the breach, the following factors (without limitation) shall be considered: (a) whether such language was excessive and/or orchestrated; and (b) the person at whom the language was directed (ie whether they were a Player, Player Support Personnel or another person).</i></p> <p><i>This offence is not intended to cover any conduct that is likely to offend, insult, humiliate, intimidate, threaten, disparage or vilify any reasonable person in the position of a Player or Player Support Personnel or any other person (including spectator) on the basis of that person's race, religion, culture, descent, colour, national or ethnic origin, sex, gender, sexual orientation, disability, marital status and/or parental status. Such conduct is captured by the CA Anti-Discrimination Code.</i></p>
Level 1	Not applicable

Level 2	✓ (Applies where language is of a personal, insulting, obscene and/or offensive nature whether directed to any Player and/or Player Support Personnel or about another person (other than an Umpire or Match Referee))
Level 3	✓ (Applies in instances of a Player or Player Support Personnel directing language of a personal, insulting, obscene and/or offensive nature at another Player, Player Support Personnel, or whether directed at an Umpire or Match Referee)
Level 4	Not applicable
<b>2.14</b>	<b>Public or media comment that is detrimental to the interests of cricket, irrespective of when or where such comment is made</b>
<i>Note:</i>	<p><i>Without limitation, Players and Player Support Personnel will be deemed to have made comment detrimental to the interests of cricket in breach of Article 2.14 if they:</i></p> <ul style="list-style-type: none"> <li><i>Publicly denigrate or criticise a Player or Player Support Personnel, or a team against which they are playing or have played, whether or not in relation to incidents which occurred in a Match, or against which they are likely to play;</i></li> <li><i>Denigrate or criticise CA, the ICC, a State or Territory Association, Big Bash League or any Women's Big Bash League team or any of their respective commercial partners;</i></li> <li><i>Denigrate or criticise a representative, official (for the avoidance of doubt includes Match Referee and Umpire), employee, volunteer or official contractor of CA, the ICC, a State or Territory Association, Big Bash League, any Women's Big Bash League team or Venue Operator;</i></li> <li><i>Denigrate a country in which they are touring or have toured or are likely to be touring or officiating;</i></li> <li><i>Denigrate the home country of a touring team against which they are playing or have played or are likely to be playing or in respect of which they are officiating or have officiated or are or are likely to be officiating;</i></li> <li><i>Comment on the likely outcome of a hearing of a Report or an appeal;</i></li> <li><i>Criticise the outcome of a hearing of a Report or an appeal under this Code of Conduct; or</i></li> <li><i>Criticise any evidence, submission or other comment made by any person at the hearing of a Report or any appeal under this Code of Conduct.</i></li> </ul> <p><i>When assessing whether there has been a breach or the seriousness of the offence, the context within which the comments have been made and the gravity of the offending comments must be taken into account.</i></p> <p><i>For the avoidance of doubt, any posting by a Player or Player Support Personnel of comments on a social media platform (including, without limitation, Facebook, Twitter, YouTube, Google+, Pinterest, LinkedIn and Snapchat) shall be deemed to be 'public' for the purposes of this offence.</i></p>
Level 1	Not applicable
Level 2	✓
Level 3	✓ (Applies in the case of a public or media comment that is 'very' detrimental to the interests of cricket)
Level 4	Not applicable
<b>2.15</b>	<b>Off-field use of language or gestures by way of public or media comment that offend, insult, humiliate, intimidate, threaten, disparage or vilify another reasonable person on the basis of that person's race, religion, gender, colour, descent, sexuality or national or ethnic origin</b>
<i>Note:</i>	<p><i>When assessing whether there has been a breach or the seriousness of the offence, the context within which the language or gestures have been made and the gravity of conduct must be taken into account.</i></p> <p><i>For the avoidance of doubt, any posting by a Player or Player Support Personnel of comments on a social media platform (including, without limitation, Facebook, Twitter, YouTube, Google+, Pinterest, LinkedIn and Snapchat) shall be deemed to be 'public' for the purposes of this offence.</i></p> <p><i>This offence is not intended to limit the operation of CA's Anti-Discrimination Code (that covers certain on field behaviours set out therein) or CA's Anti-Harassment Code (that covers the behaviours and non-public situations set out therein)</i></p>
Level 1	Not applicable
Level 2	✓

Level 3	✓ (Applies for use of language or gestures that 'seriously' offends, insults, humiliates, intimidates, threatens, disparages or vilifies another person)
Level 4	Not applicable
<b>2.16</b>	<b>Changing the condition of the ball in breach of Law 41 of the Laws of Cricket, as modified by condition 41 in each set of CA's domestic match playing conditions</b>
Note:	<p><i>The offence supplements and does not replace condition 41.3 in each set of CA's domestic match playing conditions.</i></p> <p><i>Any action(s) likely to alter the condition of the ball which are not specifically permitted under Law 41.3.2 may be regarded as 'unfair'. The following actions shall therefore, not be permitted (this list of actions is not exhaustive but included for illustrative purposes): (a) deliberately throwing the ball into the ground for the purpose of roughening it up; (b) applying any artificial substance to the ball; and applying any non-artificial substance for any purpose other than to polish the ball; (c) lifting or otherwise interfering with any of the seams of the ball; (d) scratching the surface of the ball with finger or thumb nails or any implement.</i></p> <p><i>The Umpires shall use their judgment to apply the principle that actions taken to maintain or enhance the condition of the ball, provided no artificial substances are used, shall be permitted. Any actions taken with the purpose of damaging the condition of the ball or accelerating the deterioration of the condition of the ball shall not be permitted.</i></p> <p><i>Without limiting this offence, the Team Captain of the offending side may breach this Article 2.15 in the event that the Player or Player Support Personnel involved in the breach are not able to be identified, or where the breach was planned or systematic to the extent that the Team Captain either knew, or ought to have known, that the breach was occurring.</i></p>
Level 1	Not applicable
Level 2	Not applicable
Level 3	✓
Level 4	Not applicable
<b>2.17</b>	<b>Intimidation or attempted intimidation of an Umpire or Match Referee whether by language or conduct (including gestures) during a Match</b>
Note:	<p><i>Article 2.17 is intended to cover any form of intimidation of an Umpire or Match Referee. It includes, without limitation: (a) any form of continual verbal or physical harassment; (b) any form of intentional behaviour that would cause the person at whom it is being directed to fear injury or harm; and (c) attempts to impede or block movement.</i></p> <p><i>This offence is not intended to cover any conduct that is likely to offend, insult, humiliate, intimidate, threaten, disparage or vilify any reasonable person in the position of an Umpire or Match Referee on the basis of that person's race, religion, culture, descent, colour, national or ethnic origin, sex, gender, sexual orientation, disability, marital status and/or parental status. Such conduct is captured by the CA Anti-Discrimination Code.</i></p>
Level 1	Not applicable
Level 2	Not applicable
Level 3	✓
Level 4	Not applicable
<b>2.18</b>	<b>Attempting to gain an unfair advantage during a Match</b>
Note:	<p><i>Article 2.18 is intended to cover any attempts to cheat or gain an unfair advantage during a Match (other than conduct prohibited under CA's Anti-Corruption Code, which must be dealt with according to the procedures set out therein). It includes, without limitation: (a) deliberate attempts to deceive an Umpire (for example by claiming a catch when the Player concerned knew that they had not caught the ball cleanly); (b) conspiring with other Players and/or Player Support Personnel to do anything which constitutes an attempt to gain an unfair advantage; or (c) taking a foreign object onto the field whose most likely reason for being there is to change the condition of the ball.</i></p>



	<i>Without limiting Article 2.18, the Team Captain of the offending side may breach this Article 2.18 in the event that the Player or Player Support Personnel involved in the breach are not able to be identified, or where the breach was planned or systematic to the extent that the Team Captain either knew, or ought to have known, that the breach was occurring.</i>
Level 1	Not applicable
Level 2	Not applicable
Level 3	✓
Level 4	Not applicable
<b>2.19</b>	<b>Threat of assault or physical abuse of another Player, Player Support Personnel or any other person during a Match</b>
<i>Note:</i>	<i>Without limitation, a Player or Player Support Personnel will breach this Article 2.19 if they do or say anything which would cause the Player or Player Support Personnel or other person to whom such action was directed to fear harmful or offensive contact, for example and without limitation, threatening to hit the relevant individual while at the same time raising a fist, or threatening to physically harm another Player's family.</i>
Level 1	Not applicable
Level 2	Not applicable
Level 3	✓ (Applies when threat is made to another Player, Player Support Personnel (other than an Umpire or Match Referee) or any other person)
Level 4	✓ (Applies when threat is made to an Umpire or Match Referee)
<b>2.20</b>	<b>Physical assault of another Player, Player Support Personnel or any other person during a Match</b>
<i>Note:</i>	<i>Without limitation, a Player or Player Support Personnel will breach this Article 2.20 if they intentionally or recklessly cause the Player, Player Support Personnel or any other person bodily harm or injury. When assessing the seriousness of the breach, the following factors (without limitation) shall be taken into account: (a) the context of the particular situation, including without limitation, whether the contact was deliberate (ie intentional), reckless or negligent; (b) the force of the contact; (c) any resulting injury to the person with whom contact was made; or (d) the person with whom contact was made.</i>
Level 1	Not applicable
Level 2	Not applicable
Level 3	✓
Level 4	✓
<b>2.21</b>	<b>Any act of violence on the field of play during a Match</b>
<i>Note:</i>	<i>Without limitation, a Player or Player Support Personnel will breach this Article 2.21 if they kick or punch or fight another Player or Player Support Personnel or any other person during a Match. When assessing the seriousness of the breach, the following factors (without limitation) shall be taken into account: (a) the context of the particular situation, including without limitation, whether the contact was deliberate (ie intentional), reckless or negligent;; (b) the force of the contact; (c) any resulting injury to the person with whom contact was made; or (d) the person with whom contact was made. This applies in a situation not covered by Article 2.20.</i>
Level 1	Not applicable
Level 2	Not applicable
Level 3	✓
Level 4	✓
<b>2.22</b>	<b>Inappropriate physical contact during a Match</b>
<i>Note:</i>	<i>Cricket is a non-contact sport and, as such, any form of inappropriate physical contact is prohibited in cricket. Without limitation, Players or Player Support Personnel will breach this Article if they deliberately,</i>

	<p><i>recklessly and/or negligently walk, "shoulder", or run into another Player, Player Support Personnel or any other person.</i></p> <p><i>When assessing the seriousness of the breach, the following factors (without limitation) shall be taken into account: (a) the context of the particular situation, including without limitation, whether the contact was deliberate (ie intentional), reckless or negligent, and/or avoidable; (b) the force of the contact; (c) any resulting injury to the person with whom contact was made; or (d) the person with whom contact was made.</i></p>
Level 1	✓ (Applies only in the case of a Player, Player Support Personnel (other than an Umpire or Match Referee) or with any other person (including a spectator))
Level 2	✓ (Applies only in the case of a Player, Player Support Personnel (other than an Umpire or Match Referee) or with any other person (including a spectator), where the inappropriate physical contact is serious)
Level 3	✓ (Applies only in the case of an Umpire or Match Referee)
Level 4	✓ (Applies only in the case of an Umpire or Match Referee or for any act of violence on the field of play)
<b>2.23</b>	<b>Where the facts of the alleged incident are not adequately or clearly covered by an offence under Articles 2.1 to 2.22, conduct that either: (a) is contrary to the Spirit of Cricket; (b) is unbecoming of a representative or official; (c) is or could be harmful to the interests of cricket; or (d) does or could bring the game of cricket into disrepute</b>
<i>Note:</i>	<p><i>Article 2.23 is intended to be a 'catch-all' provision to cover all types of conduct that is not (and, because of its nature, cannot be) adequately covered by the specific offences set out in Articles 2.1 to 2.22.</i></p> <p><i>The Spirit of Cricket defined by reference to the Preamble to the Laws of Cricket and involves respect for (a) your opponents, (b) your captain and team, (c) the role of the match officials; and (d) the game and its traditional values.</i></p>
Level 1	✓ Applies to on field and off field incidents, including without limitation the use of illegal equipment during a Match (to the extent not covered by Article 2.5).
Level 2	✓ Applies, without limitation to: (a) On field: i. use of illegal equipment during a Match (to the extent not covered by Article 2.5); and/or ii. cheating during a match, including deliberate attempts to mislead the Umpire. (b) Off field: i. criminal conduct; ii. public acts of misconduct; iii. unruly public behaviours; and/or iv. sexual misconduct.
Level 3	✓ Applies, without limitation to: (a) On field: i. cheating during a match, including deliberate attempts to mislead the Umpire; and/or ii. any conduct considered against the spirit in which the game of cricket should be played. (b) Off field: i. serious or repeated criminal conduct; ii. serious or repeated public acts of misconduct; iii. serious or repeated unruly public behaviours; and/or iv. serious or repeated sexual misconduct.
Level 4	✓ Applies, without limitation to: (a) On field: i. cheating during a match, including deliberate attempts to mislead the Umpire; and/or ii. any conduct considered against the spirit in which the game of cricket should be played. (b) Off field:

	<ul style="list-style-type: none"> <li>i. extremely serious or repeated criminal conduct;</li> <li>ii. extremely serious or repeated public acts of misconduct;</li> <li>iii. extremely serious or repeated unruly public behaviours; and/or</li> <li>iv. extremely serious or repeated sexual misconduct.</li> </ul>
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### **APPENDIX 3 – MATCH FEES**

Unless otherwise agreed in advance of a Match, for the purposes of any sanctions that are to be applied pursuant to this Code of Conduct, the following designated Match Fees shall apply:

<u><b>Type of Match</b></u>	<u><b>Designated Match Fee</b></u>
Any men’s International Match, First Class Match, Tour Match, Second XI Match, One Day Domestic Match, WNCL Match or Twenty20 Match (other than a BBL Match).	The amount determined from year to year as agreed under the applicable Memorandum of Understanding between CA and the ACA.
Any WBBL Match.	The nominal match fee agreed by CA for a WBBL Match (\$650 in 2021-22).
All other Matches.	No Match Fee will be applied. Accordingly, no Match Referee or Commissioner shall have jurisdiction under this Code of Conduct to impose any financial sanctions against any Player or Player Support Personnel for a breach of this Code of Conduct in relation to such Matches. However the remaining range of permissible sanctions (set out in the table in Article 7.3) shall be available to the Match Referee and/or Commissioner in full.

For the avoidance of doubt, the designated Match Fee to be applied for the purposes of an offence committed by a Player Support Personnel shall be the same as that which would be applied to a Player from the same State or Territory Association participating in the same Match.

## APPENDIX 4 – CONDUCT COMMISSION TERMS OF REFERENCE

Department	CA Integrity		
Issue Date	July 2019	Version	2.0
Approved by	Cricket Australia Board		
Next Review Date	July 2022		

### Establishment

1. A CA Conduct Commission (the **Commission**) is established.

### Powers

2. The Commission is empowered to:
  - (a) hear and decide reports and appeals brought before it in accordance with the Code of Conduct or Code of Conduct for Other Cricket Events and impose penalties for any proven breaches in accordance with the terms of the Code of Conduct or Code of Conduct for Other Cricket Events;
  - (b) hear and decide matters referred to it under the:
    - (i) Anti-Corruption Code;
    - (ii) Anti-Corruption Code for Other Cricket Events;
    - (iii) Anti-Discrimination Code;
    - (iv) Anti-Harassment Code;
    - (v) Playing Conditions for competitions sanctioned by CA (solely in relation to over rate and unfit ground condition penalties);
    - (vi) State and W/BBL Contracting and Remuneration Guidelines; and
    - (vii) the Inclusion of Transgender and Gender Diverse Players in Elite Cricket Policy, (collectively, “**Codes**”) and take any appropriate action in accordance with the terms of each of the respective Codes;
  - (c) deal with any matter under which the Commission has jurisdiction under the Memorandum of Understanding between the Cricket Australia and the ACA; or
  - (d) deal with any other matter referred to it by:
    - (i) the Head of Integrity;
    - (ii) CA’s CEO; or
    - (iii) the CA Board.

3. Any report, complaint or other matter brought to the Commission will be heard and determined by any Commissioner(s) as appointed by the Head of Integrity, in accordance with the provisions of the applicable constituent document unless otherwise agreed by the Commissioner.
4. For the avoidance of doubt, the Commission will have the powers set out in these Terms of Reference in respect of all Australian Cricket bodies and officers, employees, contractors, volunteers and players of such bodies as are subject to the Code of Conduct, Code of Conduct for Other Cricket Events, and the Codes.

## Membership

5. The Commission will consist of up to 7 Commission members being:
  - (a) a Senior Commissioner;
  - (b) an Appeals Commissioner; and
  - (c) up to 5 ordinary Commissioners.
6. The Head of Integrity will appoint the Commissioners, which will be approved by CA's General Manager, Legal.
7. All Commissioners must:
  - (a) be an Australian legal practitioner or foreign lawyer within the meaning of the Legal Profession Uniform Law (Victoria);
  - (b) be a person of considerable standing and repute and held in high regard generally; and
  - (c) have the experience or skills necessary to undertake the duties of a Commissioner.
8. No Commissioner, including the Senior Commissioner and Appeals Commissioner, may be an officer, employee or agent of CA or of any State or Territory Association (including any W/BBL Team).
9. All Commissioners will be appointed on a one-year term (commencing on the date of their appointment by CA and expiring on 30 June of the following year), unless reappointed by the Head of Integrity for a further term. An ordinary Commissioner may only be appointed for a total of 5 terms, unless further terms are approved by CA's Chief Executive Officer.
10. Where a Commissioner is appointed Senior Commissioner or Appeals Commissioner, the term limit of their Senior Commissioner or Appeals Commissioner appointment is 2 terms, unless extended by CA's Chief Executive Officer. This term limit will be in addition to the term limit of an ordinary Commissioner appointment.
11. The Head of Integrity may appoint:
  - (a) a substitute Commissioner in the event a Commissioner is unwilling or unable to fulfill the requirements of the role at a particular time; or
  - (b) a special purpose Commissioner in the event that:
    - (i) the Commissioners are unable (including for reasons of conflict) or unavailable to hear and decide any matter;
    - (ii) the matter requires expertise in a particular area of the law; or
    - (iii) as otherwise considered appropriate by the Head of Integrity.

12. All Commissioners must declare any potential, actual or perceived conflict of interest as soon as they arise to the Head of Integrity. In the event that the Head of Integrity determines that there is a potential, actual or perceived conflict in a Commissioner, Senior Commissioner or Appeals Commissioner determining any matter (whether on the Head of Integrity's own initiative or because of such a declaration), the Head of Integrity must remove the Commissioner, Senior Commissioner or Appeals Commissioner (as the case may be) from the matter and appoint:
  - (a) another Commissioner to hear and determine the matter;
  - (b) a substitute Commissioner to hear and determine the matter; or
  - (c) a special purpose Commissioner to hear and determine the matter.
13. Without limiting any matters in these Terms of Reference, all Commissioners must comply with:
  - a) the Undertaking outlined at paragraph 25; and
  - b) the Anti-Corruption Code.
14. The Head of Integrity may appoint the Commissioners on such terms and conditions, including regarding remuneration (if any), as they see fit.

### Commission Counsel

15. The Head of Integrity may also appoint up to 4 Commission Counsel to assist any Commissioner in the conduct of any hearing under the Code of Conduct, Code of Conduct for Other Cricket Events or any of the Codes in accordance with the relevant rules.
16. Each Commission Counsel must:
  - (a) be an Australian legal practitioner or foreign lawyer within the meaning of the Legal Profession Uniform Law (Victoria);
  - (b) be a person of considerable standing and repute and held in high regard generally; and
  - (c) have the experience or skills necessary to undertake the duties of a Commission Counsel.
17. Each Commission Counsel will be appointed on a one-year term (commencing on the date of their appointment by CA and expiring on 30 June of the following year), unless reappointed by the Head of Integrity for a further term.
18. The Head of Integrity may appoint a substitute Commission Counsel in the event a Commission Counsel is unwilling or unable to fulfil the requirements of the role at a particular time.
19. Without limiting any matters in these Terms of Reference, all Commission Counsel must comply with:
  - a) the Undertaking outlined at paragraph 25; and
  - b) the Anti-Corruption Code.
20. The Head of Integrity may appoint the Commission Counsel on such terms and conditions, including regarding remuneration (if any), as they see fit.

## Removal of Commissioners and Commission Counsel

21. Without prejudice to the provisions of paragraph 11, the office of a Commissioner or Commission Counsel shall be vacated if:
- (a) the Commissioner or Commission Counsel resigns from office by notice in writing delivered to the Head of Integrity;
  - (b) the Commissioner or Commission Counsel refuses to enter into or breaches the Undertaking or is in breach of the Anti-Corruption Code and CA resolves that their office be vacated;
  - (c) the Head of Integrity resolves that they are by reason of illness no longer able to perform the functions of a Commissioner or Commission Counsel; or
  - (d) the Head of Integrity considers, in their absolute discretion and for whatever reason, that it is no longer appropriate for such individual to be a Commissioner or Commission Counsel, which will be approved by CA's General Manager, Legal.
22. In the event of the death of a Commissioner or Commission Counsel or in the event that the office of a Commissioner or Commission Counsel is vacated for any reason, the Head of Integrity shall, as soon as reasonably practicable, appoint a replacement for the remainder of the period of appointment of the Commissioner or Commission Counsel being replaced, which will be approved by CA's General Manager, Legal.
23. The Head of Integrity is not permitted to vacate the office of a Commissioner or Commission Counsel in accordance with paragraph 21, whilst a Commissioner or Commission Counsel is acting in a matter, unless:
- (a) circumstances exist that give rise to justifiable doubts as to the Commissioner or Commission Counsel's impartiality and independence;
  - (b) the Commissioner or Commission Counsel lacks the requisite capacity to determine the matter; or
  - (c) Commissioner or Commission Counsel refuses or fails to properly conduct the matter or make a determination,
- and the other parties involved in the matter consent to the office of the Commissioner or Commission Counsel being vacated.

## Confidentiality

24. All Commissioners and Commission Counsel shall enter into a written undertaking in line with paragraph 25.
25. In respect of all matters discussed and information contained in any document made available to, discussed with, disclosed or presented to a Commissioner or Commission Counsel or otherwise acquired by a Commissioner or Commission Counsel in any manner in accordance with the Commissioner or Commission Counsel's activities (the **Confidential Information**), the Commissioner or Commission Counsel (as the case may be) undertakes to:
- (a) keep such Confidential Information entirely secret and confidential and not disclose it to any person whatsoever;
  - (b) keep such Confidential Information secure at all times;

- (c) not use the Confidential Information for any purpose other than in respect of the Commissioner or Commission Counsel's activities;
- (d) on CA's written request, promptly return any document (and any other material incorporating any Confidential Information) to CA or as CA directs;
- (e) not make or distribute copies of any document that the Commissioner or Commission Counsel has accessed; and
- (f) promptly notify CA in writing of any breach, or suspected breach, of this clause, take all steps to prevent or stop any actual or suspected unauthorised disclosure, use or copying of the Confidential Information and comply with any reasonable directions issued by CA concerning the Confidential Information,

(the **Undertaking**).

26. Paragraph 25 does not apply in the following circumstances:

- (a) where the information is legitimately within the public domain (unless the information is only in the public domain by virtue of a breach of the Undertaking by a Commissioner or Commission Counsel); or
- (b) where the Individual is legally compelled by order of a Court or Tribunal to disclose the information. Unless prevented from doing so under applicable law the Individual must give CA prompt notice of the fact and provide a copy of such requirement for disclosure so that CA may take such steps to defend such requirement for disclosure, and must cooperate with CA in such manner as CA may reasonably require for this purpose.

27. All information provided to a Commissioner or Commission Counsel shall, unless otherwise agreed by CA in advance, become and remain the property of CA even after any relevant period of appointment has expired.

## Performance of Duties

28. In performing the duties under these Terms of Reference, Commissioners and Commission Counsel will:

- (a) act in good faith and for a proper purpose;
- (b) comply with all Code procedures, including the Code of Conduct and Code of Conduct for Other Cricket Events;
- (c) act reasonably and on reasonable grounds;
- (d) make decisions based on supporting evidence;
- (e) give proper consideration to the merits of the case;
- (f) provide the person affected by the decision with procedural fairness;
- (g) deal with matters in a timely manner; and
- (h) exercise their discretion independently and not under the dictation of a third person or body.

29. The Commission may utilise the services of:

- (a) the Commission Counsel;



- (b) CA's Legal Counsel;
- (c) CA's General Manager, Legal; or
- (d) other members of CA management,

to assist the Commission as may be appropriate from time to time.

30. The Head of Integrity may at any time seek guidance and/or advice from a Commissioner in respect of a matter. In circumstances where a Commissioner is called upon for guidance and/or advice by the Head of Integrity in respect of a matter, they will be conflicted from hearing and determining that matter.

## Register

31. The Head of Integrity (or their designee) must maintain a register(s) of all reports of:
- (a) alleged breaches of the Code of Conduct and Code of Conduct for Other Cricket Events; and
  - (b) all matters referred to the Commission under the Codes.
32. The register(s) must record the outcome of any hearings and appeals including any penalty imposed under the Code of Conduct, the Code of Conduct for Other Cricket Events or the Codes. The register(s) is to be available to the Commission and Commission Counsel for the purpose of assisting it in fixing any penalty for a breach of the Code of Conduct, the Code of Conduct for Other Cricket Events or the Codes.
33. No reference may be made to the register prior to determining whether a breach has occurred.

## General Provisions

34. Each Commissioner may, with the approval of the Head of Integrity, obtain such external third party professional advice (e.g., from experts, consultants etc.) as they deem reasonably necessary to assist in the proper performance of their duties and functions set out in these Terms of Reference. CA shall be fully responsible for any such costs and expenses properly incurred directly or indirectly by any such third party.
35. Each Commissioner shall be entitled to have all reasonable costs and expenses that they incur, with the approval of the Head of Integrity, reimbursed by CA.
36. CA hereby agrees to indemnify and keep indemnified each Commissioner and Commission Counsel from and against all liabilities, obligations, losses, damages, suits and expenses which may be incurred by or asserted against the Commissioner or Commission Counsel acting in such capacity, provided that such indemnity shall not extend to those liabilities, obligations, losses, damages, suits and expenses which have been incurred as a result of any negligence, fraud or wilful misconduct of the Commissioner or Commission Counsel.
37. These Terms of Reference will be reviewed as and when required from time to time by CA (taking into account any comments, feedback and/or amendments suggested by the Commission itself) to ensure that they remain fit for purpose.
38. These Terms of Reference shall be governed by and construed in accordance with the laws of the State of Victoria.
39. These Terms of Reference are effective on and from 1 September 2019.



## Address of Commission

40. The address of the Commission for the purposes of the lodging of documents shall be the address for the time being of CA, which is currently: **60 Jolimont Street, East Melbourne, Victoria, 3002** or electronically at **integrity@cricket.com.au**.