

Complaints Procedure

To Be Reviewed: 2027/ 2028 Season

1. Purpose and Paramount Protection

1.1. The foremost duty of Rockets Basketball Club (the “Club”) is to protect:

- **The safety, dignity, and welfare** of all members, including children, teenagers, adult players, parents, guardians, referees, table officials, volunteers, coaches, and spectators.
- **The trust and confidence of the wider community** in the Club and in the sport of basketball.
- **The Club’s reputation and good standing,**

1.2. This Procedure establishes a clear, transparent, and compliant process for managing complaints, grievances, and disciplinary matters.

1.3. The Procedure balances fairness to all parties with the overriding principle that the **protection of the Club and its members is paramount.**

2. Scope

2.1. This Procedure applies only to matters arising directly from basketball-related activities, conduct, or operations of the Club.

2.2. Complaints outside the scope of basketball or unrelated to Club activities will not be accepted.

2.3. Complaints must focus solely on the **specific incident or conduct alleged** and must be supported by lawful evidence (see Section 3).

3. Evidence Requirements

3.1. All evidence submitted must be:

- Factual events and timelines to the best of the complainants memory and not hearsay.
- **Lawfully obtained,**
- Within the personal rights of the individual to provide, and
- Compliant with **GDPR** and relevant Irish law.

3.2. Evidence suggesting hearsay will not be accepted.

3.3. Evidence obtained illegally or by questionable means (e.g., covert surveillance, hacking, unauthorised access to personal data, or breaches of privacy and GDPR) will not be accepted.

3.4. Where such evidence is submitted, the Club may:

- **Terminate the complaint process immediately,** and
- Place the individual responsible on **Watch Status** (Section 14) or **initiate expulsion proceedings** (Section 13), guided by legal or external governance advice.

3.5. Only evidence directly related to the original matter will be accepted. Additional allegations cannot be introduced mid-process unless they are of such profound significance, and in such rare circumstance, that they could reasonably be admitted in a court of law if subpoenaed.

3.6. Supporting evidence may only be given if requested by the committee.

4. Submission of Complaints

4.1. All complaints must be submitted **in writing or by email** to the Club Secretary within

Seven (7) working days of the incident occurring..

4.2. Complaints submitted by any other means, including verbal complaints, will not be processed.

4.3. Anonymous complaints will not be considered.

4.4. The Club Secretary shall acknowledge receipt of a complaint within **seven (7) working days**.

4.5. In circumstances where the Executive Committee determines that a complaint or concern should be initiated on behalf of the club or as a collective group, such action shall require approval by a majority vote of 50% +1 of the eligible EC members that have voting rights. The EC shall only initiate such a process where it reasonably believes that the principles set out in Section 1.1 have been jeopardised. A minimum of two voting EC members are required to motion this process to vote.

Where such majority approval is not attained, a Review Committee shall be constituted of 2 members that voted in favour and 2 members who voted against. The Review Committee shall deliberate on the matter until a determination is reached, which may include the imposition of disciplinary measures in accordance with Section 13 of this Procedure.

For the avoidance of doubt, no external or impartial participants outside of the EC shall be appointed to the Review Committee, save in circumstances where the EC determines that the matter may give rise to, or reasonably be expected to give rise to, legal proceedings. In such circumstances, the EC may appoint an impartial participant for the purpose of ensuring procedural fairness and protecting the legal interests of the Club and the complainant.

5. Informal Resolution

5.1. The **Executive Committee reserves the right** to decline progression of a complaint into the formal process particularly where the source of the dispute between parties is beyond the environs of the club.

5.2. The **Executive Committee reserves the right** to decline progression of a complaint into the formal process if, in its judgment, the matter may reasonably and fairly be resolved outside of the formal complaint process.

5.3. Where appropriate, an **informal resolution process** may be facilitated, such as:

- Direct dialogue between the parties.
- Mediation or conflict resolution by a committee member.
- Practical steps agreed by the parties.

5.4. If informal resolution is successful, no formal complaint process will proceed. If it fails, or new information arises, the Club may escalate the matter formally under this Procedure should it deem appropriate.

6. Notification and Response

6.1. The subject of the complaint shall be provided with a copy of the written complaint.

6.2. They will have **seven (7) working days** to submit a written response to the Club Secretary.

6.3. Written responses must not introduce new complaints. Only the original matter will be considered unless exceptional circumstances (as per Section 3.4) apply.

6.4. A copy of the response shall be provided to the complainant.

7. Mediation & Conflict Resolution

7.1. Mediation or conflict Resolution shall be offered where appropriate as an opportunity to resolve disputes constructively.

7.2. Mediation or conflict Resolution may be facilitated internally or, if necessary, by an external and professional mediator.

7.3. Where professional external mediation or conflict resolution is required, the **complainant(s) may bear some/all of the associated costs**.

8. Review Committee

8.1. The Executive Committee will determine whether the complaint warrants referral to a **Review Committee**.

8.2. The Review Committee shall comprise **three (3) elected Executive Committee members**, one of whom shall act as Chairperson.

8.3. The Committee will review all correspondence and determine whether a hearing is required.

8.4. If a hearing is convened:

- Parties may attend in person, be represented, or provide written statements.
- Proceedings will address only the original complaint and response.
- A neutral venue will be arranged.
- Natural justice principles (fairness, impartiality, right to be heard) will apply.

8.5. The Review Committee shall issue its decision in writing within **seven (7) working days**, and the Executive Committee shall notify the parties within **fourteen (14) working days**.

9. Determination Without Hearing

9.1. If a hearing is not required, the Review Committee may decide based on written submissions only.

9.2. Only original complaints and responses will be considered, subject to Section 3.4.

10. Record Keeping

10.1. The Club Secretary shall maintain secure, confidential, and permanent records of all complaints, evidence, and outcomes.

11. False, Malicious, or Improper Complaints

11.1. Submitting knowingly **false, malicious, or unfounded complaints** is considered misconduct of the highest order.

11.2. Submitting **illegally obtained or GDPR-breaching evidence** will be treated as equally serious misconduct.

11.3. Consequences may include:

- Immediate dismissal of the complaint.
- Placement on **Watch Status** (Section 14).
- **Temporary suspension** or **immediate expulsion** (Section 13).

12. Appeals

12.1. Appeals must be submitted in writing within **fourteen (14) working days** of the decision.

12.2. Appeals must relate solely to the original complaint. No new complaints may be raised unless Section 3.4 applies.

12.3. An **Appeals Committee** shall consist of the Chairperson and two Executive Committee members not previously involved.

12.4. The Appeals Committee may uphold, amend, or overturn the earlier decision.

13. Disciplinary Measures, Suspension, and Expulsion

13.1. The Club reserves the right to impose sanctions where conduct is detrimental to the Club, its members, or its reputation.

(a) Written Warnings

13.2. A warning may be issued for minor misconduct or as an initial step in managing behaviour.

(b) Temporary Suspension

13.3. A temporary suspension may be imposed when:

- Misconduct requires immediate intervention but does not yet justify expulsion, or
- The presence of the member poses a risk to others or to the Club's reputation.

13.4. The **length and conditions of suspension** are at the discretion of the Executive Committee.

13.5. Suspensions shall be confirmed in writing and may restrict the member from attending games, training, or events.

13.6. The suspended member retains the right to respond and to appeal.

(c) Immediate Expulsion

13.7. Grounds for expulsion may include:

- Knowingly submitting false or malicious complaints.
- Submitting illegally obtained or GDPR-breaching evidence.
- Conduct seriously damaging to the Club's reputation.
- Obstructing disciplinary or complaints processes.
- Gross misconduct under Basketball Ireland or Sport Ireland Codes of Conduct.

13.8. Prior to expulsion:

- Written notice of allegations will be issued.
- The member shall have at least seven (7) working days to respond.
- A hearing will be offered.
- A written decision will be provided.
- The member retains a right of appeal.

13.9. Expulsion results in:

- Immediate lifetime termination of membership.
- Prohibition from all Club activities.
- No refund of membership fees.
- Notification to governing bodies where appropriate.

14. Watch Status

14.1. A member subject to **two (2) or more founded complaints within twelve (12) months** may be placed on **Watch Status**.

14.2. Watch Status entails written notice, defined monitoring (six to twelve months), and heightened scrutiny of any further misconduct with no timeframe.

14.3. Additional founded complaints during this period may result in suspension or expulsion.

15. External Escalation

15.1. After exhaustion of the appeals process, matters may be referred externally to **Basketball Ireland, Sport Ireland, or other appropriate bodies**.

15.2. Where the Club engages external expertise, the complainant may be required to bear some/all of the associated costs.

16. Paramount Duty

16.1. At all times, the Club reaffirms that its **paramount duty** is to protect:

- The safety and wellbeing of its members — including children, teenagers, adult players, spectators, referees, table officials, volunteers, and coaches, and

- The **trust of the wider community** in Rockets Basketball Club and the sport of basketball.
- The Club's reputation and good standing,

16.2. The Club reserves the right to dismiss or terminate any complaint or process that, in its judgment, undermines this paramount duty.

17. Legal Status and Limitations

17.1. This Policy is an **internal governance document** of Rockets Basketball Club. It is not a legally binding contract and does not create enforceable legal rights.

17.2. The Club acknowledges that certain complaints may fall **outside its remit, authority, or expertise** — including but not limited to:

- Criminal matters,
- Alleged breaches of civil law, Safeguarding issues requiring statutory intervention

17.3. In such circumstances, the Club reserves the absolute right to:

- Decline to progress the matter under this Policy, and/or
- Refer the complainant to the appropriate external authority.

17.4. Complaints that fall outside the Club's remit will not proceed to formal process under this Policy.