



STANDARD OPERATING PROCEDURES & RISK MANAGEMENT POLICY





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INTRODUCTION

Risks are inherent in all aspects of Martial Arts and [Martial Arts Training Company](#) acknowledges the role of risk management as critical to the safe and controlled provision of the training activities to students, Instructors, officials and spectators.

[Martial Arts Training Company](#) is committed to managing risk in accordance with the process described in Australian/New Zealand Standard 4360:1999 Risk Management.

This Standard requires [Martial Arts Training Company](#) risk management strategy is a systematic hierarchical driven process to identify, analyse, assess, communicate and treat risks that can adversely impact on the performance and standing of the Association, School, Academy or organization (collectively called School).

The range of risks that a Martial Arts School needs to be prepared to deal with will include:

- Public & Professional Liability responsibilities
- Occupational Health & Safety responsibilities
- Financial Management
- Organisational Management and Operational practices

PURPOSE:

The purpose of this policy is to provide a framework for the elimination or control of all risks associated with [Martial Arts Training Company](#) activities.

SCOPE:

The successful implementation of the Risk management Policy requires a consistent and systematic approach to risk management at all levels of the School's operation. In order to manage risk in accordance with best practice, [Martial Arts Training Company](#) will comply with the requirements of A/NZ Standard 4360:1999 risk Management as well as the Club's established ethical standards and values.

OBJECTIVES:

The objectives of the policy are:

- Identify, report and analyse the School's liability associated with its range of risks
- Encourage the ongoing identification and reporting of potential risks
- Determine the magnitude of risks
- Develop a risk register
- Develop, prioritise and implement ongoing plans and strategies to address risks
- Promote and support risk management practices throughout the School
- Gain organisational support for risk management undertakings
- Educate members on good risk management practices
- Minimise the cost of insurance claims and premiums
- Protect the School's public image as a professional, responsible and ethical organisation

This policy document is the authorized Risk Management Policy and should be used in conjunction with the Occupational, Health and Safety Manual.

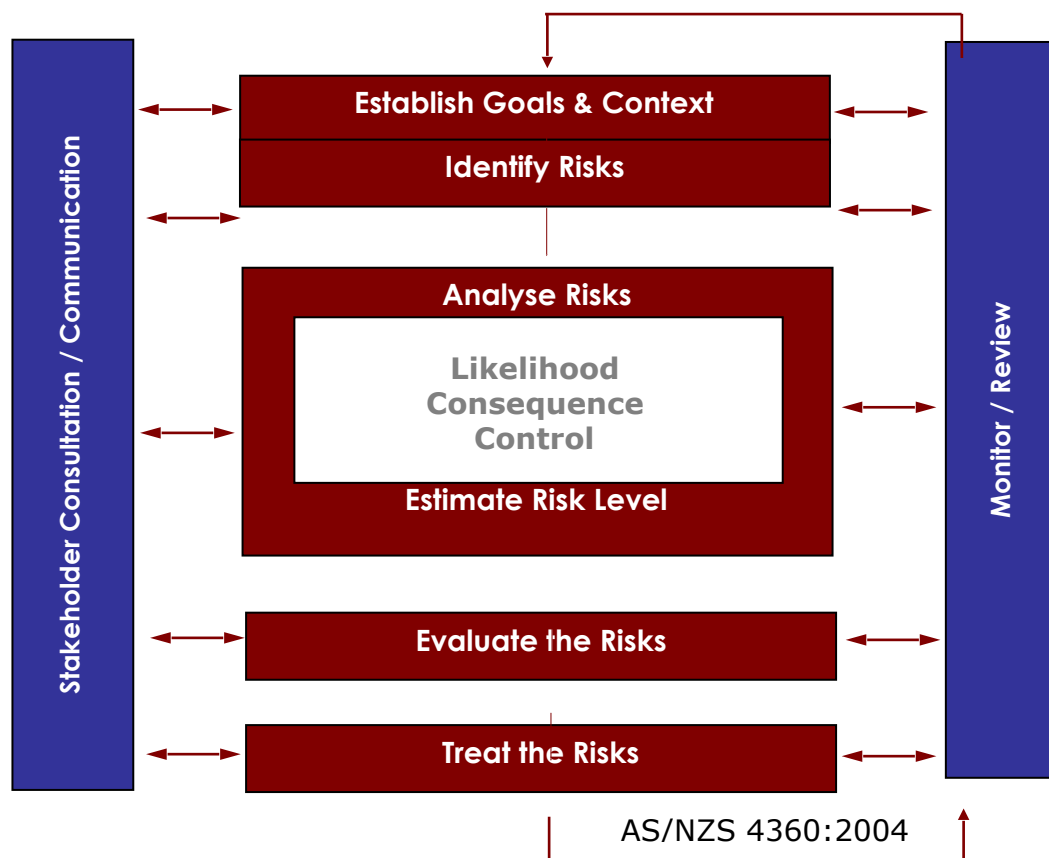


Risk strategy

In order to ensure that risks are identified in a consistent manner across [Martial Arts Training Company](#) a "Risk Assessment Model" will be applied. This will rank the risks in priority order and those risks considered important to track will be recorded on the "Summary of Risks". Mitigation strategies will be developed, recorded and monitored on a regular basis by the instructors and senior management. If new major risks are identified these shall be recorded. The "Summary of Risks" will be reviewed and reported to senior management on a regular basis.

At appropriate times during the year, it may be appropriate to re-assess the risks by applying the "Risk Assessment Model". The following diagram represents the process to be followed:

The Risk Management Process



- | | |
|-----------------------|--|
| Identify Risks | - What can happen? How can it happen? |
| Analyse Risks | - Likelihood Consequences Level of risk / significance |
| Evaluate the Risks | - Evaluate risks and opportunities Screen out minor issues |
| Treat the Risks plan. | - Identify options Select the best response Develop risk plan. |



Definition of Risk & Its Management

The Australian & New Zealand standards on Risk Management AS/NZ 4360:2004 clearly define 'risk' as the 'opportunity or chance of something happening that will have an impact on the organizations objectives.'

Management of these risks are defined as 'the culture, process and structures that are directed towards the effective management of these potential opportunities and adverse effects.'

Potential areas of risk are but not limited to the following:

Internal	External
<p>Financial management, for example:</p> <ul style="list-style-type: none"> • Viability / liquidity • Fraud control • Reducing / insufficient income streams • Income loss • Poor cost control • Insurances not kept up to date 	<p>Funding, for example:</p> <ul style="list-style-type: none"> • Changes in funding agreement • Shortfalls in funding programs
<p>Human Resources, for example:</p> <ul style="list-style-type: none"> • Succession planning • Poor staff supervision and performance appraisal • Staff turnover/ headhunted by competitor • Excessive work load and poor staff morale / staff burn-out • Difficulties in recruiting suitable staff 	<p>Regulatory environment, for example:</p> <ul style="list-style-type: none"> • Changes in regulatory framework • Negative registration reports • No internal systems to proactively manage all the factors that drive the performance of the School / organization
<p>Property management, for example:</p> <ul style="list-style-type: none"> • Inappropriate stock • Contractors fail to perform maintenance contract / Poor response time by contractors • Stock transfer liabilities • Aging / poor quality stock 	<p>Reputation, for example:</p> <ul style="list-style-type: none"> • Public and community perception of the School • Negative comments from press or politicians
<p>Legislation compliance, for example:</p> <ul style="list-style-type: none"> • Privacy Act- • Corporations Act / relevant Incorporation legislation • Anti-discrimination / Disability Services Act • OHS • Meeting tax requirements 	<p>Competition, for example:</p> <ul style="list-style-type: none"> • Losing opportunities to grow • Other providers • Unexpected rapid growth
<p>Corporate governance, for example:</p> <ul style="list-style-type: none"> • Lack of appropriately skilled board personnel • Volunteer / member burn out • Conflict on the board • Conflicts of interest not managed effectively • Difficulty recruiting to the board • Director's insurance not kept up to date • Policies and procedures not reviewed • Board lacks a value based framework 	<p>Partnerships, for example:</p> <ul style="list-style-type: none"> • Risks from failed partnership arrangements • Risk of conflict with partners
<p>Facilities management, for example:</p> <ul style="list-style-type: none"> • Poor maintenance control systems • Poor training and use of equipment • Duty of care to students/members is not met • Regular safety check of equipment for use 	<p>Natural disasters, for example:</p> <ul style="list-style-type: none"> • Flood, hail storms etc • Lacks a business continuity plan
<p>Information technology, for example:</p> <ul style="list-style-type: none"> • IT not sufficient for activities of School • IT not able to produce registration monitoring data • IT performance date disaster recovery plan 	



Members safety, for example:

- Flat training surface / floor
- Sufficiently quality trainers and/or coaches
- Sufficient first aid equipment and first aiders on site

Analyse Risks

This step of the risk assessment process requires you to analyse and assess the level of risk based on 3 criteria of : i) Likelihood – of the risk occurring; ii) Consequence – what would be the level of injury or damage as a result of the potential risk from occurring, and; iii) Controls – that are currently in place to mitigate the risk from occurring.

Refer to Appendix: *Risk Assessment Matrix*

Reference:

Each entry should be given a reference so that it can be linked to a more detailed report or risk treatment plan (if any)

Risk:

Brainstorm the possible risks. These could be split into internal and external risks. Once the list has been developed it is suggested that it is reduced to a manageable number – no more than 20 risks.

Risk likelihood:

Decide the range of risk. In this case 1 = lowest probability, 5 = highest probability

Risk consequences:

Decide the range. In this case 1 = lowest risk, 5 = highest risk

Control adequacy:

The current controls used: **A** – Adequate, **M** – Moderate, some concerns or! **I** – Inadequate or unsatisfactory – action needed

Level of risk:

Level of risk could be an addition or a multiplier. In this case it is a multiplier of risk likelihood **times** risk consequence. However anything with a 5 on risk consequence will be monitored.

Evaluate Risk status:

Reviewing the scores from the level of risk is an indicator as to what items require action to mitigate any potential significance risks. Senior management in conjunction with the responsible area personnel / instructors should go through each item and indicate whether the risk is **A** – Acceptable or **U** – Unacceptable,. Those noted as unacceptable the next step is to determine if the risk is increasing rapidly, increasing, decreasing rapidly, decreasing **or** - staying the same?

Risk Treatment and Action Plan

The objective of this stage of the risk assessment process is to develop cost effective options for treating the risks. Treatment options are driven by outcomes that include:



- Avoiding the risk,
- Reducing the risk,
- Transferring the risk, and
- Retaining the risk.

Avoiding the risk - not undertaking the activity that is likely to trigger the risk.

Factors to consider the validity of this option include:

- What will happen if the activity is not undertaken?
- Is the risk level too high to proceed / continue with the activity?
- Is the cost of the required controls higher than the benefit of the activity?
- Will the failure of the activity have critical consequences for other areas of the business?

Reducing the risk - controlling the likelihood of the risk occurring, or controlling the impact of the consequences if the risk occurs.

Factors to consider for this risk treatment strategy include:

- Can the likelihood of the risk occurring be reduced? (through preventative maintenance, or quality assurance & management, change in business systems and processes), or
- Can the consequences of the event be reduced? (through contingency planning, minimizing exposure to sources of risk or separation/relocation of an activity and resources).

Transferring the risk totally or in part. This strategy may be achievable through moving the responsibility to another party or sharing the risk through a contract, insurance, or partnership/joint venture. Please be aware that a new risk arises in that the party to whom the risk is transferred may not adequately manage the risk! Refer to further details on Insurance on the following pages.

Retaining the risk and managing it. Resource requirements feature heavily in this strategy.

For each risk, determine the treatment options. *Refer to Appendix: Risk Assessment Matrix*

Cost/benefit analysis

The completion of a cost / benefit analysis of each treatment option provides a sound basis for selecting the best option to manage the risk. The following points will assist your analyses.

- Ensure your analysis is broad. Identify the resource implications of the proposed treatments. For example, will a new equipment and / or facilities need to be funded, will additional people be required. What are the training implications?
- Discuss the expected benefits from each option.

Decide which option provides the best cost / benefit outcome. List the agreed costs and benefits of the potential treatment in the column headed 'Costs & Benefits' in template in the appendix – Risk Assessment Matrix.

Identify which potential risk treatment options will be implemented

Based on the options available, decide which potential treatment option/s should be



implemented. There will often be more than one risk treatment for a risk. Insert a 'Yes' or 'No' in the column headed '*Is the Treatment to be implemented*'.

Determine the target level of risk.

This step of the process involves you determining the target risk level resulting from the successful implementation of the preferred treatments and current controls.

The intention of a risk treatment is to reduce the expected level of an unacceptable risk. To this end, refer to the [Risk Matrix](#) to determine the target *Consequence* and *Likelihood* of the risk. Refer to the [Risk Matrix](#) to identify the expected target risk level. Note your target level in the appropriate columns of [Template](#).

Assign Responsibilities.

Insert the name of the person/team responsible for implementing the treatment into the column headed '*Responsible Person*' in the [Template](#). These responsibilities and the requirements of the treatments will usually be incorporated in team plans, performance agreements and individual action plans.

Timetable for implementation.

Determine and enter the expected dates for the commencement and completion of the risk treatment in the appropriate column of the plan ([Template](#)).

Safety First

The development of a Risk Management Plan is about maintaining a mindset of *Safety First* in all activities within [Martial Arts Training Company](#). In doing so the key parameters of consideration are duty of care of all, harm minimization at all times and risk mitigation and prevention.

Duty of Care

Is focused on providing a standard of care for those to whom the School provides a service and, in the provision of that service, to protect them from harm.

Proper attention must be given by all instructors and staff with regards to not being negligent to this duty. This is defined as the failure to exercise appropriate standards of care to reduce the potential risk of harm to others as much as possible.

From a Martial Arts perspective the School needs to ensure that instructors are performing their duties in such a way that at all times they are taking the duty of care of the students into consideration and maintaining a minimum risk of harm exposure for their students. Consideration must always be given to not negligently omit proper attention and the willful or indifferent avoidance or disregard of duty of care of all students under the instructor / Schools care.



Transferring the Risk - Insurance

Insurance as noted earlier is a method or tool used to transfer risk, and is an important part of the Schools overall strategy to manage risk. All risk management processes are more effective when they are focused on proactive actions rather than reactive, after an event has occurred. Proactive in this sense means focused on reducing the change of the risk occurring in the first place.

It is part of [Martial Arts Training Company](#) policies for all instructors to have in place appropriate levels of Public Liability and Professional Indemnity insurance to cover all aspects of instructing in the designated training areas for martial arts within the School. In addition the School will ensure that the venue holds additional "Venue Public Liability".

Applicable Types of Insurance

Public Liability, as the name implies this cover protects the School against claims of negligence in respect of bodily injury or property damage arising out of the Schools operations, i.e. teaching of Martial Arts as part of its normal running of business.

Venue Public Liability, as noted above may be required to cover claims with respect to bodily injury or property damage as a result of occurrences not directly related to the business e.g. a person (student, member, visitor) slipping on a wet floor or tripping after the class has finished. This type of occurrence may not necessarily be covered under the Public Liability insurance held by the instructor in relation to the conducting of Martial Arts training.

Product Liability, in some cases this may be included in a Public Liability policy and protects the School against claims resulting from products sold or supplied, such as food, drinks, equipment and clothing.

Professional Indemnity, covers individuals against claims of negligence in respect of bodily injury or property damage when there has been error, omission or neglect by the individual in the process of giving advice or instruction, or the carrying out of their professional duties.

Personal Accident, offers protection against loss of income if a person is unable to work through sickness or accident. It may include medical benefits and lump sums to dependents in the event of death.

Property Contents, as the name implies covers the contents of the building owned or leased by the School against such things as theft, accidental breakage of glass or other goods, damage to facilities and equipment.

Building Insurance, is focused on the building owned or leased by the School against such things as fire, lightning, riot or civil commotion, storm or tempest, rain water damage (always confirm that flood water damage is not excluded).



Travel Insurance, is used to provide cover against potential losses arising during travel (e.g. flights to either domestic or international competition) due to cancellation of flights, loss of baggage, personal injury sustained during travel.

Key Consideration Related To Insurance - Duty of Disclosure

The School has a legal obligation to ensure the disclosure of every matter that it knows, or could be reasonably expected to know, that will be relevant to the insurer's decision as to whether to insure the School and, if so, on what terms.

The duty of disclosure does not require disclosure of matters which:

- The insurer knows, or ought to know, as an insurer.
- Are common knowledge.
- Diminish the risk.

Failure by the School to comply with the Duty of Disclosure provisions could result in the insurer refusing payment of a claim; as a result of the insurer demonstrating that the Schools failure to disclose meant the insurer entered into a contract that it would not have otherwise entered.

For further details on selection of Insurance refer to Appendix: Insurance Checklist

The following information is provided for reference in regards to Legislative Considerations for Insurance in Australia

- Regulation of Insurance is a Federal responsibility
- Australian Legislation Affecting Insurance is as follows:
 - Commonwealth Insurance Act 1973
 - Australian Prudential Regulation Authority Act 1998
 - Establishes the requirement for insurance companies to apply to the Australian Prudential Regulation Authority (APRA) to carry on business
 - Insurance (agents and brokers) Act 1984
 - A broker is a person or company acting as an independent consultant and, for securing insurance for a client, and is paid a commission by the insurer, the client of the insurer, or both
 - The Act specifies the duties required of a broker for Insurance Contracts Act 1984
 - Applies to all insurance contracts entered into on or after 1st January, 1986

The impact of this foregoing legislation is to impose conditions and duties on brokers to ensure that customers are treated fairly.

Security of Premises and Access to Prohibited Weapons

Martial Arts Training Company security measures for premises include:

- 24/7 Security cameras
- Locksmith approved outer doors
- Sensors lights for motion movement
- Chained and locked metal gate at driveway entrance
- Lockable cupboard with PIN access padlock (code restricted to authorised black belt instructors only.)



Qualifications – Instructors / Staff

In line with the Schools focus on risk management and safety first [Martial Arts Training Company](#) has established a policy that all instructors must have a minimum level of training and qualifications to instruct at the school. The following definitions are provided for clarification:

Instructors: All Instructors are a person who has final authority/management over the conduct of their class. An Instructor will be deemed as certified or accredited on completion of the following programs:

- 1) is an accredited instructor with the NCAS (National Coaching Accreditation Scheme - administered by the Australian Sports Commission)
or
- 2) is an accredited instructor with AMAC (Australian Martial Arts Coaching Scheme - administered by the MAA) – minimum Level II
- 3) is certified by completing a nationally recognized course through an approved Registered Training Organization (RTO), i.e. Certificate II in Sports, Martial Arts; Fitness; Personal Training and/or Security in Operations.
- 4) is a current holder of a minimum of Level I in First Aid
- 5) is a current holder of a valid 'Working with Children' card

Assistant Instructors: An Assistant Instructor is a person who will assist an instructor in the management and conduct of a class.

An Assistant Instructor will be deemed as certified to assist in instructing on completion of the following:

- 1) is an accredited instructor with AMAC (Australian Martial Arts Coaching Scheme - administered by the MAA) – minimum Level I
- 2) is a current holder of a minimum of Level I in First Aid
- 3) is a current holder of a valid 'Working with Children' card

Running A Class - Overview

- In accordance with Regulatory requirements and educational standards an instructor at [Martial Arts Training Company](#) will operate with a student ratio of 1:24.
- When teaching students under the age of 18 years at least one other adult person will be present at all times
- Instructors and Assistant Instructors will adhere to the Working With Children requirements in regards to safety procedures
- Classes will be conducted in accordance with the Schools 'Code of Conduct'.



Participation Forms and Physical Readiness Disclosure

All students and instructors are required by [Martial Arts Training Company](#) to complete a 'Participation Form' and 'Physical Readiness Questionnaire' prior to undertaking any physical training at the school.

Refer to Appendix: Participation Form for further details. This form outlines the 'Terms and Conditions' to be agreed to by all members and staff prior to participating in any form of training.

Hazard Management

Reference: OH&S Manual, page 27 to page 31. Hazard Management is an element within the OH&S manual and is covered in detail, i.e. Methods to Identify Hazards, Areas reviewed are Physical, Area and Work Analysis. The focus of hazard review and management at [Martial Arts Training Company](#) is to assess any procedure, policy, rule or action that can be the cause of any risk and look at the required actions to reduce or removal the risk that may be associated with the process of conducting martial arts classes. This would include but not be limited to:

- Instructors are to ensure that at all times the training area is clear of any dangerous and/or sharp objects that may provide a risk of injury.
- [Martial Arts Training Company](#) will ensure that instructors have access at all times to a fully equipped first aid kit.
- Instructors to inform members not to wear jewellery or watches during training.
- Instructors to ensure that the safety first policy is communicated and understood by all members in relation to contact activities, i.e. light to full contact sparring, self defence, etc.

Sparring Standards

One major area of training activity within Martial Arts is the conducting of sparring sessions under the control of an instructor. As this is a high risk area, all guidelines, directions and care, as well as the use of PPE (Personal Protection Equipment) is mandatory.

[Martial Arts Training Company](#) defines sparring as where two or more students engage in the activities of simulated fighting, using any part of the body or a weapon. The intention of sparring is to train students in a safe and controlled environment in the application and use of various techniques based on minimal contact at all times so as to reduce the risk of unintentional heavy blows that might otherwise cause bodily harm.

Non-Contact Sparring: is where no contact is made during the sparring process. The intent is for students to become familiar with moving and using different parts of the body in a coordinated method and to build up confidence in their skills.

Free-sparring: is when sparring is more free flowing and not based on a pre-determine series of moves by two or more students. The purpose of free-sparring is to test a student's ability to respond spontaneously and effectively to unforeseen circumstances and attacks.



Controlled-sparring: in contrast to above is when sparring is based on predetermined movements that are known to the students with the intention to practice, develop skills and competency of the students to be able to use one or more specific fighting techniques, i.e. any specific attack-defence routines from kata or one-step-fighting methods.

To ensure the safety of students, instructors should only expose students to sparring once they have established a strong foundation in the basics of movement, defence, and strikes. The following is provided as guidelines for instructors:

- **Free-sparring Restrictions**
Students with less than 20 hours training time in control-sparring may not participate in free-sparring.
Children aged less than 12 years may not participate in free-sparring.
Sparring should only be conducted with suitably qualified first aid instructors.
- **Non-Contact Sparring**
There are no restrictions to participating in this exercise, it is however advisable to ensure that students have a sound understanding and can demonstrate control of basic movements.
- **Sparring Supervision**
As a guide both free-sparring and control-sparring, the ratio of certified Instructors to students must not exceed 1:24, as noted earlier.
- **Personal Protective Equipment**
All students involved in free-sparring must wear approved safety equipment, as per the Schools policy of Safety First.
- **Student Matching**
To ensure the safety of students it is mandatory that instructors match up students according to age, height, weight, maturity, skill levels and experience. Deviating from this policy is only allowable in free-sparring where one of the members is a Certified Instructor, and where the intention is to provide controlled coaching to improve knowledge and skill by the Instructor.
- **Sparring Conditions**
Free-sparring is to be conducted for durations of no greater than 3-minutes; typically 1 minute for limited experience, 2 minutes for average experience and 3 minutes for very experienced students can be used as a guide.

Rest breaks must be used during free-sparring and be a minimum duration of 1-minute. The number of rounds that a practitioner is required to participate in must be adequately controlled by the instructor and reflect the level of skill or experience of the student. In any case, the total duration of actual free-sparring must not exceed 24 minutes, typically a 10 x 2 minute rounds can be used as a guide.



Approved Personal Protective Equipment

The following is provided as guidelines for both students and instructors, and are mandatory for all sparring and / or contact type activities.

- General Guidelines:
 - All equipment must be from a reputable manufacturer and not homemade, to ensure the integrity of safety equipment
 - PPE must be maintained in good working order, preferably to manufacturers standards
 - PPE must be regularly cleaned with proper attention to hygiene
- The following PPE must be worn by all students and/or members involved in free- sparring:
 - Mouth-guard
 - Head-guard
 - Torso-guard
 - Sparring or boxing gloves
 - Groin-guard (where kicks are allowed)
 - Shin-guards (where kicks are allowed)
- Focus-Mitts are to be worn when a students are participating in punching drills.
- Throwing/Grappling Mats must be used for all activities involving the practice of throws, ground work, submission holds; including where such activities are included in sparring.
- Appropriate instruction in the correct and safe use of any PPE supplied must be provided before the equipment is to be used by students and/or members.

Use Of Weapons

The use of weapons is outside the scope of [Martial Arts Training Company](#) syllabus and not included in this policy.

*All the content below needs to be revised based on Victorian Legislation to ensure it is applicable: **DONOT INLCUDE IN FIRST DRAFT***

a) Definitions:

i) Real Weapons: Any item designed or used or usable for inflicting bodily harm. (1)

Real Weapons include:

(a) Class A: any metal item with a sharp edge or point, such as a sword or knife

(b) Class B: any metal item with a blunt edge or point

(c) Class C: any wooden item with a sharp edge or point

(d) Class D: wooden items not having a sharp edge or point and which are capable of causing damage through impacting, such as weapons commonly known as bo, jo, hanbo, bokken, and short sticks (such as used in Kali or Escrima)



ii) *Safety Weapons: Any commercially available item, normally made of rubber, plastic or foam, designed to resemble or approximate the look of a Real Weapon but so constructed to disable or reduce the damaging function (e.g. cutting or impacting) of the weapon.*

iii) *Prohibited Weapons: Any weapon listed as prohibited under the NSW Weapons Prohibition Regulation 1998. Definitions of specific Prohibited Weapons are as defined under that Regulation, irrespective of the state or territory in Australia in which the usage may occur.*

iv) *Where a weapon is both a Real Weapon and a Prohibited Weapon, the restrictions listed for both categories apply.*

b) Restrictions on Real Weapons

i) *No Class A Real Weapons may be used in any circumstance.*

ii) *No Real Weapon of classes B, C and D may be used in free sparring irrespective of the skill of the participants involved or the use of safety equipment or padding. (Refer Sparring Standards for definition of "free- sparring" and " controlled sparring"),*

iii) *No Real Weapons of classes B, C and D may be used for control- sparring by any practitioner with less than four (4) hours training in the use of the weapon.*

iv) *Real Weapons of classes B, C and D may be used for:*

(1) Control-sparring; or

(2) The solo implementation of predetermined patterns

(such patterns being commonly referred to as forms or katas);

v) *When Real Weapons of classes B, C and D are used, a safety zone surrounding the practitioner(s) must be maintained. The safety zone is defined as being a minimum distance from surrounding persons of the length reachable by any of the practitioners when holding the weapon plus two metres.*

c) Restrictions on Prohibited Weapons

i) *Prohibited Weapons may not be used unless the practitioner holds an Instructor Permit or Sporting permit under the system administered by the Firearms Registry of the NSW Police Service or its equivalent in any state or territory of Australia.*

ii) *No Prohibited Weapon may be used in free-sparring irrespective of the skill of the participants involved or the use of safety equipment or padding.*



Reduction Of Health Risk

The following guidelines are provided as a quick checklist for the Schools instructors and students in reference to reducing any potential health risks while training.

As noted earlier all students and instructors are required by [Martial Arts Training Company](#) to complete a 'Participation Form' and 'Physical Readiness Questionnaire' prior to undertaking any physical training at the school.

Refer to Appendix: Participation Form & Physical Readiness Questionnaire.

Potential and existing students must advise the Instructor if suffering from any injury or medical condition, either permanent or temporary, or any change in a condition which may adversely affect certain types of training. Examples of this may include blood pressure problems and cardiac disorders, neck, knee and back injuries, diabetes and asthma.

Students with any of the above or similar conditions must provide a medical certificate clearly stating that the person is able to participate in martial arts classes and whether there are any restrictions or conditions applicable.

The Infections Diseases Policy of Sports Medicine Australia shall apply at all times.

Students must not train if they are suffering from the flu or other viral infection that may be passed on to other students or members.

For the safety for all members, students must not attend training under the influence of alcohol or illegal drugs.

Smoking is not allowed in the training area at any time or in front of the venue.

Students training must at all times provide attention to personal hygiene and exhibit clean grooming; and ensure that fingernails and toenails are trimmed and clean.

Students with a cut or bleeding injury must cease training immediately and receive appropriate first aid. Rejoining the training session will not be allowed until the instructor has deemed that is safe to do so.

Training equipment, that has the potential to harbor disease, will not be shared – examples of equipment fitting this description would include but not be limited to: focus mitts, training gloves, groin guards and mouth guards.



Audit Compliance Checks

All [Martial Arts Training Company](#) instructors and staff who have agreed to this policy and/or being insured by the Schools Martial Arts Insurance Policy will agree to 'audit compliance checks' of their martial arts classes without notice.

Audits may be conducted by an appointed representative of the School or the Insurance Underwriter. The audits will be conducted in accordance with the corresponding 'Risk Audit' guidelines of the School or Insurance Underwriter.

Prohibited Activities

[Martial Arts Training Company](#) Safety First policy is based on a duty of care and harm minimization approach for all students and staff. As a result the following activities are considered to be dangerous and are under no circumstances allowed within the venue:

- throwing a student on an unmated surface
- the use of live blades in any circumstance
- any activity that puts undue stress on vulnerable areas of the body, i.e. hyper-extension of back, limbs and torso, vital points of the body, reduction of oxygen and/or blood flow, etc.
- the use of non accredited instructors
- providing instruction to a student who has not signed a waiver/contract
- sparring outside the matching guidelines
- instruction/sparring outside the guidelines



APPENDICIES



Appendix: Risk Matrix

Template 1- Identifying and Analysing Risks

Name of Organisation

Compiled by

Function Activity

Reviewed by

RISK REFERENCE	THE RISK <i>WHAT CAN HAPPEN?</i>	SOURCE <i>HOW CAN THIS HAPPEN</i>	IMPACT <i>FROM EVENT HAPPENING</i>	CURRENT CONTROL STRATEGIES <i>AND THEIR EFFECTIVENESS</i>	CURRENT RISK LEVEL			ACCEPTABILITY (A/U)
					L I K E L I H O O D	C O N S E Q U E N C E	C U R R E N T R I S K L E V E L	
				(A) - Adequate (M) - Moderate (I) - Indadequate				





Template 2- Risk Treatment Schedule and Action Plan

RISK REFERENCE	POTENTIAL TREATMENT OPTIONS	COSTS & BENEFITS	IS THE TREATMENT TO BE IMPLEMENTED (Y/N)	TARGET RISK LEVEL			RESPONSIBLE PERSON	TIMETABLE <i>For implementation</i>	MONITORING strategies to measure effectiveness of Risk Treatments
				LIKELIHOOD	CONSEQUENCE	TARGET LEVEL			





Risk Assessment Matrix - Explanation

				Consequence								
				People	Reputation	Business Process & Systems	Financial	Insignificant	Minor	Moderate	Major	Catastrophic
				Injuries or ailments not requiring medical treatment.	Minor injury or First Aid Treatment Case.	One or more key accountability requirements not met. Inconvenient but not client welfare threatening.	1% of Budget or <\$5K	1	2	3	4	5
				Internal Review	Scrutiny required by internal committees or internal audit to prevent escalation.	Strategies not consistent with Government's agenda. Trends show service is degraded.	2.5% of Budget or <\$50K					
				Minor errors in systems or processes requiring corrective action, or minor delay without impact on overall schedule.	Policy procedural rule occasionally not met or services do not fully meet needs.	Critical system failure, bad policy advice or ongoing non-compliance. Business severely affected.	> 5% of Budget or <\$500K					
				1% of Budget or <\$5K	2.5% of Budget or <\$50K	> 5% of Budget or <\$500K	> 10% of Budget or <\$5M					
								Insignificant	Minor	Moderate	Major	Catastrophic
								1	2	3	4	5
Likelihood	Probability :	Historical :		Almost Certain	M	H	H	E	E			
	>1 in 10	Is expected to occur in most circumstances	5									
	1 in 10 – 100	Will probably occur	4	Likely	M	M	H	H	E			
	1 in 100 – 1,000	Might occur at some time in the future	3	Possible	L	M	M	H	E			
	1 in 1,000 – 10,000	Could occur but doubtful	2	Unlikely	L	M	M	H	H			
1 in 10,000 – 100,000	May occur but only in exceptional circumstances	1	Rare	L	L	M	M	H				

Adapted from Standards Australia Risk Management AS/NZ





Appendix: Insurance Checklist

This checklist is to be used as a guide to determine the Schools insurance requirements for teaching Martial Arts:

- Determine type of insurance cover required
 - Public Liability
 - Product Liability
 - Professional Indemnity
 - Personal Accident
 - Business Interruption
 - Building and Contents
- What are the exclusions from coverage, e.g. whole venue and/or external venues, social events, etc?
- Who is covered under the policy, e.g. all instructors?
- Date of start and finish of cover clearly stated?
- If you school is part of an Academy, will competitions held at the venue be covered?
- What are the levels of cover offered, individual and total claims and associated costs, i.e. Standard industry requirements are \$10 million Public Liability, \$5 million Professional Indemnity?
- Determine the dollar amount of coverage for damage and theft, be clear about under insurance requirements, i.e. 80% minimum coverage?
- What is the excess and conditions applied to the policy? Are they reasonable?
- Are the premiums competitive? Are there options to pay the premiums?
- Does the insurer have existing customers in the Martial Arts Industry?
- Does the insurer have a good history of timely paying claims?
- Check the type of policy, i.e. claims versus occurrence types?
- Does the School venue meet all the insurers requirements, i.e. Essential Services Act and Emergency requirements, e.g. fire extinguishers, etc?
- Does the venue have the appropriate building and planning permits as required by the insurer?
- How does the policy compare with other insurers?



PARTICIPATION FORM

Appendix – Participation Form & Physical Readiness Questionnaire

NAME: _____

ADDRESS: _____

_____ (DOB): _____

PHONE (H): _____ (W): _____ (M): _____

EMAIL: _____ OCCUPATION: _____

EMERGENCY CONTACT: _____ (PHONE): _____

TERMS & CONDITIONS

I hereby agree to participate in the required physical activities and exercises as required for certification within the [\[Insert Your Course Name here\]](#) courses conducted by [Martial Arts Training Company](#) on the basis of the terms and conditions set out below:

1. I hereby acknowledge an understanding of and agree to participate in physical demanding activities that if done incorrectly could be detrimental to my health.
2. I acknowledge that the training, while conducted in the safest possible conditions and under qualified supervision, involves physical contact and inherent risks and I accept those risks. I agree to conduct myself in a safe and mature manner in accordance with the instructions from my instructors. I indemnify [Martial Arts Training Company](#), its proprietors, agents and officers, and [Martial Arts Training Company](#), including all instructors, staff members, and students against any loss or damage suffered by them in connection with my participation in the training.
3. I confirm I am physically capable of participating in this training and that I have no existing medical condition which precludes or should reasonably preclude my participation.
4. I agree to release [Martial Arts Training Company](#), its proprietors, agents and officers, and [\[Insert Your Company Name here, if applicable\]](#), including all instructors, staff members, and students from any liability whatsoever in connection with my participation in the required physical activities and exercises within the [\[Insert course name here\]](#) training programs. Without limitation, this includes all loss or damage or injury incurred as a direct or indirect result of my participation.
5. I agree that I will conduct myself in an appropriate manner and will always act in a manner that is in the best interests of [Martial Arts Training Company](#) and [Martial Arts Training Company](#)

PHYSICAL READINESS QUESTIONNAIRE

Note: The required training and exercises within the [\[Insert Course Name here\]](#) Training Courses consists of, but not limited to the following: [\[Insert short description of key activities here\]](#) techniques, etc. and participants are required to complete the questionnaire below as a prerequisite before starting the course for assessment of any special needs and/or considerations.

	Yes	No
1. Has your doctor ever said you have a heart condition or vascular disease?	<input type="checkbox"/>	<input type="checkbox"/>
2. Do you ever experience chest pains?	<input type="checkbox"/>	<input type="checkbox"/>
3. Have you experienced any chest pain recently?	<input type="checkbox"/>	<input type="checkbox"/>
4. Do you ever feel faint, dizzy, lose balance or lose consciousness?	<input type="checkbox"/>	<input type="checkbox"/>
5. Has your doctor ever said you have high blood pressure (140/90)?	<input type="checkbox"/>	<input type="checkbox"/>
6. Are you taking any medication for blood pressure or a heart condition?	<input type="checkbox"/>	<input type="checkbox"/>
7. Are you a male over 35 or, a female over 45 and not accustomed to exercise?	<input type="checkbox"/>	<input type="checkbox"/>
8. Do you have a bone or joint problem that could be made worse by a change in your physical activity?	<input type="checkbox"/>	<input type="checkbox"/>
9. Do you suffer from asthma?	<input type="checkbox"/>	<input type="checkbox"/>
10. Do you suffer from any other respiratory problems?	<input type="checkbox"/>	<input type="checkbox"/>
11. Do you suffer from diabetes?	<input type="checkbox"/>	<input type="checkbox"/>
12. Do you suffer from epilepsy?	<input type="checkbox"/>	<input type="checkbox"/>
13. Do you currently suffer from any illness not mentioned here?	<input type="checkbox"/>	<input type="checkbox"/>



PARTICIPATION FORM

Please specify: _____

14. Do you know of any other reason why you should not participate in physical activity?

Please specify: _____

NOTE: If you have answered **YES** to any of the above questions, you may be required to provide a doctors certificate/clearance before you will be allowed to participate.

Do you suffer from any allergies? Please specify: _____

To the best of my knowledge I have answered the questions above truthfully. I understand and agree that it is my responsibility to inform [Martial Arts Training Company](#) of any conditions or changes in my health, now and on going, which might affect my ability to participate safely in required exercises.

I/WE AGREE TO THE ABOVE TERMS & CONDITIONS

Student Signature: _____ Date: _____



Understanding the Control of Weapons Act 1990 - Sect 5

Prohibited weapons

- (1) A person must not—
 - (a) bring into Victoria; or
 - (b) cause to be brought into or sent into Victoria; or
 - (c) manufacture; or
 - (d) display or advertise for sale—

a prohibited weapon without an exemption under section 8B or an approval under section 8C.

(1AA) A person must not sell a prohibited weapon to a person (other than a child) without an exemption under section 8B or an approval under section 8C.

(1AB) A person (other than a child) must not purchase a prohibited weapon without an exemption under section 8B or an approval under section 8C.

(1AC) A person must not sell a prohibited weapon to a child.

(1AD) A child must not purchase a prohibited weapon.

(1A) A person who is in licensed premises or in a public place that is in the immediate vicinity of licensed premises must not possess, carry or use a prohibited weapon without—

- (a) an exemption under section 8B; or
- (b) an approval under section 8C.

(1B) If a person is convicted or found guilty of an offence against subsection (1A) in respect of an act or omission, that person is not liable to be convicted or found guilty of an offence against subsection (1)(e) in respect of the same act or omission.

(2) A person must not sell a prohibited weapon unless the person reasonably believes that the purchaser of the weapon has an exemption under section 8B or an approval under section 8C allowing the purchaser to possess the weapon.

(3) Subsections (1), (1AA), (1AB), (1A) and (2) do not apply to an employee of a person who holds an approval under section 8C if the employee is acting in the course of his or her employment and in accordance with the approval.

Control of Weapons Act 1990 - Sect 10

Search without a warrant

- (1) If—
 - (a) a police officer has reasonable grounds for suspecting that a person is carrying or has in his or her possession in a public place a weapon contrary to this Act; and
 - (b) the police officer informs the person of the grounds for his or her suspicion; and
 - (c) the police officer complies with subsection (3)—



the police officer may, without a warrant—

(d) search the person and any vehicle or thing in his or her possession or under his or her control for the weapon; and

(e) seize and detain any item detected during the search that the police officer reasonably suspects is a weapon.

(2) For the purposes of subsection (1)(a), the fact that a person is present in a location with a high incidence of violent crime may be taken into account in determining whether there are reasonable grounds for suspecting that the person is carrying a weapon or has a weapon in his or her possession.

(3) Before a police officer commences a search of a person under subsection (1), the police officer must—

(a) inform the person of the police officer's name, rank and place of duty; and

(b) if requested by the person, provide the information referred to in paragraph (a) in writing; and

(c) produce his or her identification for inspection by the person, unless the police officer is in uniform; and

(d) inform the person that the police officer intends to search the person or the vehicle or thing (as the case requires) for weapons and is empowered to do so under this Act.

(4) Schedule 1 applies to the search of a person or thing under this section.

(5) A police officer must conduct the least invasive search that is practicable in the circumstances.

(6) A police officer may detain a person for so long as is reasonably necessary to conduct a search under this section.

(7) In this section, "weapon" means—

(a) a prohibited weapon; or

(b) a controlled weapon; or

(c) a dangerous article.



MTC Sales Policy for Prohibited Weapons

Sales of, or distribution of, any prohibited weapon, to a minor (under 18 years of age) is illegal.

Martial Arts Training Company will not sell or distribute prohibited weapons to:

- Persons under 18 years of age
- Person without a current drivers license
- Person without a current weapons license

Sold weapons will be recorded on a MTC receipt book, noting the date, a photocopy of the person's license number, and photocopy of the person's weapons license number. The name on both licenses (drivers and weapons) must correspond.

We do NOT accept a government council exemption.