

Club/Association Management Program:

Legal Issues and Risk Management

Acknowledgments

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ISBN 1 74013 036 7

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Introduction

The law is the set of rules that provides a guide to the way in which things should be done. They govern the smooth operation of our society in the same way that the rules of a game determine the way that it will be played or the constitution of a club determines the way in which members can expect it to be run. All areas of society are subject to the application of the law and there is no good reason why sport and recreation should be treated differently to any other form of human endeavour.

The increasing application of the law to sport and recreation, which have traditionally escaped its net, the trend to commercialisation of sport and recreation generally, and the increased numbers of people who look to sport and recreation to provide some form of employment all mean that administrators today must be able to identify areas of potential legal risk.

The ability to choose an option for an organisation which minimises the impact of the law can create enormous advantage for that organisation in terms of time, effort and financial cost. The ability to identify legal issues and, if need be, seek expert legal opinion at an early stage can greatly minimise the legal conflict within an organisation and on its employees and members.

The courts have shown that the law is involved in sport and recreation in many ways including: civil and criminal negligence, contracts, the operation of tribunals, discrimination and harassment, reputation (defamation), taxation, insurance, copyright, marketing, risk management practices, industrial relations, rules and regulations (incorporation), drugs, transmission of diseases, pregnancy, betting and the environment. However, this module will introduce just a few major areas where the law has become involved in sport and recreation.

The purpose of this module is to introduce:

- the application of specific legal principles in the sport and recreation environment
- considerations relevant to the liability for injury and the advantages of risk management and insurance
- the importance of contractual obligations, copyright issues and specific legislation related to child protection

Incorporation

One of the main problems that face administrators in the conduct of their club or association is the issue of incorporation. The problem is accentuated by the fact that the law does not recognise a club or association as having any legal existence in its own name unless it is incorporated by law.

There is no legal necessity for a sport or recreation organisation to become incorporated if it remains a voluntary association. However, remaining unincorporated does leave the organisation in a difficult situation in regard to the law. If an association is not incorporated, legal rights and obligations can fall on to individual members.

Major sport and recreation organisations within our community, which are on a larger scale, may be incorporated as companies limited by guarantee. However, not-for profit sport and recreation organisations generally incorporate under state legislation known as the Associations Incorporation Act. The acts are not identical in each state. Administrators should refer to the relevant legislation in the state in which the organisation is incorporated or intends

to incorporate. They should also contact the Office of Business and Consumer Affairs, which usually handles this legislation.

Why incorporate as an association?

Creation of a separate legal entity for the organisation through incorporation usually protects individuals within an organisation, provided the organisation operates within acceptable business and community standards. With the organisation having a legal existence, it:

- exists as a separate legal entity, regardless of changes of membership
- may enter into contracts
- may own land and other property
- can sue and be sued in its own right
- can accept gifts and bequests
- may borrow money.

Regardless of whether a sport and recreation organisation wishes to incorporate, it usually abides by rules that stipulate the way in which the organisation is governed. When members join a sport or recreation organisation they generally subscribe to a constitution and a set of by-laws. Unincorporated sport and recreation organisations may also create difficulties in terms of the formulation of legal proceedings.

Legal difficulties for an unincorporated association?¹ <<*Peckham v Moore* (1975) 1

NSWLR 353.>>

A former footballer took proceedings seeking compensation for an injury that occurred at training. His initial proceedings were taken against the football club, which was an unincorporated body, however, the court found that the club had no legal identity. The player reformulated his proceedings and took action against the individuals of the committee with whom he had contracted three years before the injury took place. But, just as in many organisations, this committee had changed and a new committee was in place. The court eventually decided that the player should seek compensation through the committee that was in office at the time of injury.

Constitutions

Sport and recreation organisations should have a constitution setting out members' rights and liabilities. The constitution is a document establishing the organisation and setting out the purposes for which it has come together and all of the rules under which it proposes to operate. It must reflect the way in which the organisation works.

No two organisations are the same in their aims or objectives. However, there are examples of generic constitutions which can be modified to suit most sport and recreation organisations. In any constitution there are certain matters which are common and which should always be included for the protection of members. Thus a constitution should specify:

- Qualification for membership; that is, who is entitled to be a member; and who decides on applications for membership (usually the committee).

- Whether application for membership should be in writing and whether referees should be named.
- Classes of members, and their rights, such as honorary life members who have all the entitlements of ordinary members but who may not be eligible to vote.
- The manner in which a membership can be cancelled other than by resignation (eg overdue membership subscriptions) and the reasons a person can be expelled or suspended from the organisation.
- The manner in which a general meeting can be called to resolve an issue.
- Powers of the committee which enable committee members to manage the day-to-day running of the organisation.
- Whether the Secretary and Treasurer can be one and the same person (ideally they would be separate to maximise accountability).
- The number of members of the committee, the regularity of meetings and number of committee members required for a quorum.
- The manner and circumstances for committee members to be indemnified out of the organisation's funds, in the event that they incur any liability on behalf of the organisation.
- The manner of winding up the organisation and the distribution of assets.

The constitution should define the rights and duties of individual members and those of the members of the committee, who are elected to run the organisation on a day-to-day basis. The Associations Incorporation Act in each state provides a model constitution for clubs and associations. Changes to the constitution are usually required to be debated and voted upon at an annual general meeting or a special general meeting. The constitution should always be kept up to date by the Secretary, so that there can be no confusion as to the rules at a certain

time. It is good practice to send copies of all amendments to those who hold copies of the constitution. The Appendix contains sample constitutions for a sport and recreation club and regional sport association.

Negligence

‘Injured netballer entitled to payments’

‘Recreation organisation faces lawsuit over grandstand collapse’

‘Boat driver faces negligence charge’

Newspaper headlines such as these are becoming more common. Many sports and many recreational activities even involve an element of danger or risk. In most cases, participants accept the risks as a part of the challenge of participating in the activity. However, a perusal of recent press reports and prominent court cases indicates that some injuries are not the result of the dangers or risks inherent in the sport or recreation activity.

Carelessness and the ill will of others in sport and recreation environments can cause injuries to participants, officials, spectators, organisers and the general public. The fact that players and officials walk onto the ‘playing field’, or ‘conduct a recreational event’ does not mean that they have the right to engage in behaviour or provide facilities which would not be acceptable in another environment. Imagine the ‘state of play’ if the participants in a sporting contest or recreation event felt that they were immune to civil or even criminal sanctions.

It is important for administrators to understand that there is no automatic legal protection, and that they can be held legally responsible for injuries that occur in the conduct of activities under their control. One particular area of concern is negligence. Negligence is part of the law

of torts and as a general rule a person must not injure their neighbour. They are owed a duty of care. Negligence occurs when someone does something that a reasonably prudent person would not do, or fails to do something that a reasonably prudent person would do. When undertaking any activity associated with their organisations, administrators should consider the following questions:

1. *Do I owe a duty of care to the participant and if so is the risk of any injury reasonably foreseeable?* A duty of care depends on establishing some relationship between the parties. If an injury occurs, the courts will ask whether the relationship between the parties was such that the defendant should have foreseen that his or her negligent act would lead to the damage suffered by the participant.
2. *What is the standard of care that must be achieved?* The test for the required standard of care is how a reasonably prudent person would have behaved in the same situation. The law has developed this reasonable person test but what is reasonable will depend on the particular circumstances existing at the time. For example, the standard may vary depending upon:
 - *The type of activity.* Generally the more hazardous or risky the activity is deemed to be, the greater the duty of care that is owed to the participants (eg abseiling).
 - *The age of the participant.* Generally the younger the participant, the greater the duty of care that is owed. Similarly, frail or aged adults may place greater demands on supervision. For example, taking a school-aged group abseiling compared to a group of young adults.
 - *The ability of the participant.* Age should not be considered in isolation but considered along with the ability of the participant. 'Beginners' in any program need greater

supervision than more experienced and skilled participants (eg first time abseilers compared to those with several years training and experience).

- *The coach's/instructor's/ administrator's level of training and experience.* The more highly trained and experienced a person is, the greater the standard of care that is expected. For example, a higher standard of care would be expected from a trained and highly skilled instructor than from someone who is volunteering and who may have undertaken only a little training.
3. *What steps can I take to avoid the foreseeable risk of harm or injury?* Administrators may not be able to take all possible steps to avoid causing injury but the law requires them to take all *reasonable steps*. To help establish those 'reasonable steps' the administrator should develop a risk management plan for the organisation and the programs or activities it conducts. The state departments of sport and recreation have developed their own comprehensive risk management manual for sport and recreation organisations. Contact your local coordinator for details.

The following case study highlights how it is in the best interests of administrators and coaches to ensure that participants face only the risks inherent with any activity.

A negligence case study

Fifteen-year-old Raylene Booker was a promising young soccer player in a Saturday morning district soccer competition. In last Saturday's semi-finals, when trying to tackle an opponent, Raylene broke her leg in three places. The doctors have said she will never play again.

Raylene's parents, already upset with the injury, were unhappy with the coach's explanation of the incident and decided to find out exactly what happened.

They discovered that before the game Raylene had told the coach that she did not feel well and did not want to play. The coach reminded Raylene of the game's importance and urged her to play anyway and to 'just do her best'. When Raylene's team was warming-up, several players noted deep ruts in the field. Concerned about the danger of turning an ankle, the players informed the coach. The coach told them to try to avoid the holes and he failed to raise the problem with the game referee.

Midway through the first half, the accident occurred. Attempting a tackle, Raylene's foot got caught in a rut and a much larger opponent fell onto her fixed leg. Everyone heard a terrible crack. The coach decided not to wait for an ambulance but rushed Raylene in his own car to hospital about five kilometres away from the ground. Raylene was in terrible pain when the players carried her over to the coach's car. The ruts were left in the field following 'improvement work' that was undertaken during the week by the local council, after a request from the club. The soccer club leases the ground from the council.

Consider the following questions?

1. Did the coach owe Raylene a duty of care? Yes. Supervisors owe a duty of care to all the participants.

2. Did the coach breach that duty? Several facts need to be considered here, for example, the coach ignored Raylene's request not to play; he knew the field was not suitable for play; he did not follow recommended procedure for treating the leg. The coach allowed Raylene to face some unacceptable risks.
3. Who else may be negligent? The courts have shown that owners and occupiers of facilities (in this case, the council and the club) have a responsibility to ensure that the facilities they provide are suitable for the purpose for which they will be used.² (*Nowak v Waverley Municipal Council & Ors* (1984) *Aust Torts Reports* 80-200.)

Risk management

'The objective of a sports risk management program is to protect the assets and financial resources of the sporting organisation and its members by reducing risk and potential for loss'.³ <<Kaiser, RA and Simpson, WK (1990) *Torts in sports: A case for risk management. Applied Research in Coaching and Athletics Annual* March: 81-91.>>

There is a constant need for administrators to identify risks, deal with them and then evaluate whether the strategies that are subsequently implemented are effectively dealing with the risk. Effective risk management practices include:

- **Risk identification:** A check through the records of the organisation will generally indicate previous areas where risk can be attributed. Of course, previous experiences may have been unusual occurrences, but generally they will provide a reasonable guide to some of the potential areas of risk for the organisation. Drawing on the known experiences of similar organisations will provide additional information. Participants and experienced officials should be consulted with a view to assembling a detailed picture of risk areas.

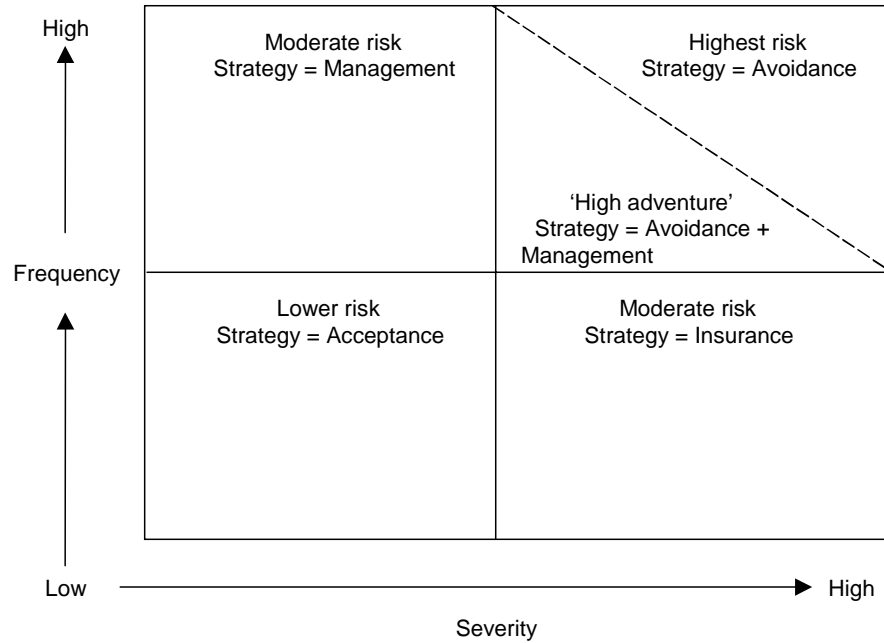
For example, risks can be identified with facilities, activities, program supervision and treatment of participants' injuries.

- **Risk assessment:** Risk assessment follows risk identification. Risks must be assembled and dealt with in priority order. Administrators may choose to analyse and classify risks as:
 - High risk (frequent accidents with severe consequences and the strategy should be to avoid such risks)
 - Moderate risk (infrequent accidents with major loss and the strategy may be to take out insurance)
 - Moderate risk (frequent accidents with minor loss and the strategy may be to manage the risk)
 - Low risk (infrequent accidents with minor injury and the strategy may be to accept the risk).

Many organisations analyse and classify risks according to a risk management strategy grid.

Figure 1 Risk management strategy grid⁴ <<Crossley, J and Jamieson, L (1988)

Introduction to Commercial and Entrepreneurial Recreation. Champaign, ILL:Sagamore, p 142.>>



- Risk reduction:** Once risks have been identified and assessed it is good practice to implement an appropriate risk reduction campaign. Risk reduction may lower the frequency and severity of accidents and injuries, and may even help maintain or reduce insurance premiums payable. Risk management strategies should be implemented according to the risk management strategy grid above. Table 1 shows an example of the process of risk identification, risk analysis and classification and risk management strategies in action.

Table 1 Risk reduction strategies

Identification of risk	Analysis and classification of risk	Risk strategy
Program supervision		
a) basketball	low risk/acceptance	Provide qualified staff
b) rock climbing	moderate risk/management	Provide qualified staff, close supervision and safe equipment. Regularly inspect equipment.
c) hang gliding	high risk/avoidance	Do not offer program or contract to outside agencies
Facilities		
soccer fields	moderate risk/management	Provide safe playing fields and visually inspect fields prior to all training sessions and games

- Risk management plan evaluation:** Once implemented, the plan should be continually reviewed and evaluated. This will require monitoring records, accident reports and losses. It is good practice not only to develop a risk management plan which identifies an organisation's policies and reporting procedures, but to communicate this plan to all involved in running the organisation. Even the best risk management program cannot totally prevent accidents and injuries. This means that insurance becomes an important

part of the risk management plan and is in itself an important method of transferring the financial risks of accidents and injuries to a third party.

Insurance

It is vital that sport and recreation organisations protect their assets with adequate insurance. In most organisations there are many types of insurance which may need to be considered. According to the Australian Society of Sports Administrators, these include:

- 1. Public liability insurance.** Public liability insurance is a very important form of insurance for a club as it protects the employees and members of the organisation. This insurance aims at providing indemnity to the club against legal liability to pay damages arising from accidental injury (including death) and accidental damage to property. This covers claims arising from negligence of the club or one of its employees, and claims based upon the condition of the premises. It also provides for payment and legal costs related to such claims. The policy must be written specifically for the organisation which it is meant to indemnify. The insured must be defined as 'all the committee and members of the club', and should be extended to provide cover for any goods sold or supplied to customers.
- 2. Professional indemnity insurance.** Clubs take out a professional indemnity insurance to cover their coaches and trainers or any other persons giving professional advice or imparting skills. This type of policy protects such persons for claims made against them for negligent acts, advice, instructions or omissions during their work. For instance, a trainer could be liable for failing to treat an injury correctly or for advising a player to continue in a match situation after receiving a serious injury. In some cases, coaches who are accredited under the National Coaching Accreditation

Scheme (NCAS) may be covered by a policy taken out by their state or national association.

- 3. Workers' compensation.** Any organisation, partnership or individual who employs somebody to work for them is required by law to take out a workers' compensation policy. This type of policy covers costs relating to accidents in the workplace or while travelling to and from work. Workers' compensation insurance covers expenses incurred as a result of loss of wages and medical bills. It does not cover injuries caused as a result of sporting activities. In this case, a personal accident insurance would need to be arranged. Similarly, workers' compensation does not cover volunteers who are working for the club, since they are not classified as employees.
- 4. Voluntary workers' insurance.** Most sport and recreation organisations take out separate policies for their voluntary workers (known as voluntary workers' personal accident policies). These policies are designed to protect the organisation when voluntary workers are injured while undertaking their voluntary work or travelling to and from the organisation's meetings and functions.
- 5. Directors and officers liability insurance.** An incorporated association may insure its directors and officers against liability to a third person, provided the liability is not for negligent acts or breach of duty.
- 6. Personal accident insurance.** This insurance is useful to protect an individual against any disabling injuries. As premiums are often very high for sportspeople, it is worthwhile to find out if a less expensive policy can be arranged through the organisation by insuring a large group of individuals, such as through a state or national body.

7. Other forms of insurance. In addition to protecting its members, it is important for an organisation to consider adequate protection for its assets. This can include insurance in the following areas:

- **Fire.** A fire insurance policy is advisable when the club owns buildings or other flammable equipment (eg gymnastic mats).
- **Burglary.** To cover against theft of sporting equipment and saleable goods.
- **Money.** As larger sums of money are not generally covered under a burglary (contents) policy, separate cover is often required.
- **Consequential loss.** This covers loss of income suffered by a commercially operating club as a result of fire damage to its premises. It also compensates for the increased cost of operating following a fire.
- **Pluvius (rain).** This generally relates to the cancellation of events as a result of rain.
- **Fidelity.** This relates to the risk of a member stealing club funds.
- **Motor vehicle.** Any motor vehicle owned and operated by the club will require insurance to protect its value and the value of the vehicle owned by another driver, in the case of an accident.
- **Cash in transit.** All gate and door takings, from events and functions organised by the club or organisation, should be insured. There are many examples of situations where funds are collected at an event on the weekend and cannot be banked until the following Monday. In cases such as these, a cash in transit insurance policy can provide valuable protection from theft or other causes of loss until the money reaches the bank.

Consulting an insurance broker can help sport and recreations to establish appropriate types and levels of insurance cover at competitive prices. Brokers can also provide assistance with strategies to reduce accidents and processing insurance claims.

Child protection legislation

In recent years particular attention has focused on young athletes and their welfare. Several states have developed Child Protection Acts. These Acts have implications for sport and recreation organisations. In New South Wales for example, there is the *Child Protection (Prohibited Employment) Act 1998*. Briefly, the Act includes details whereby it is mandatory for employers to ask all employees, paid and volunteer, in child related employment (eg coaches or group leaders) to make and sign a declaration that they are not a prohibited person (someone convicted of a serious sex offence). ‘Employees’ covers contract, subcontract, volunteer and other staff taking practical training as part of an educational or vocational course.

Employers can be prosecuted for not asking paid and volunteer staff to make and sign a declaration. And it is mandatory for employers to screen all new applicants for paid child-related employment, ie any employment that primarily involves direct contact with children where that contact is not supervised. This mostly affects coaches, group leaders, team managers and medical personnel in sport and recreation settings. Screening of current employees and volunteers in child-related employment is not mandatory but encouraged.

The NSW Department of Sport and Recreation has produced a *Child Protection and Intervention Policy and Guidelines Template for State Sporting Organisations* and a brochure

containing a condensed version with a declaration form. Other state sport and recreation organisations can request copies of these materials directly from the department.

Administrators can also contact the relevant sport and recreation department in their state for similar guidelines. Highlights of this document include a section on risk management that covers initiatives that will help to:

- protect the safety and well-being of children participating in activities run by the organisation
- highlight the proactive, professional approach to child protection adopted by the organisation
- outline standards of behaviour expected of all those involved with the organisation and its affiliated clubs.

The department states that the key principles providing the basis for effective risk management strategies in relation to child protection include:

- *Awareness.* Identifying possible risks and creating awareness among staff, officials, coaches and parents of the issues surrounding child abuse and the initiatives/procedures in place to deal with any problems which may arise is an essential element in managing the risk of child abuse in a sporting environment. This can be achieved through various education and awareness initiatives which define child abuse, provide indicators of what to look for and outline procedures to follow when reporting abuse.
- *Communication.* Open communication provides a basis for increasing awareness of what is being done to prevent and manage the issue of child abuse. The organisation encourages communication between all parties, ie officials, coaches, parents and children.

In its guidelines, the department outlines the need to identify possible scenarios or abuse situations which could occur during activities run by an organisation or any affiliated regional and local group, as the first step to take before implementing risk management strategies (see ‘Selecting and screening volunteers’ in the *Recruiting Volunteers* module). The number and nature of the risks will vary between organisations. Some examples of potential risk situations which could occur in a sporting environment include:

- private, one-on-one coaching practices
- travel arrangements to and from competitions and training
- changing rooms / showers
- inappropriate touching during technical instruction
- excessive negative criticism, threats and bullying
- lack of adequate supervision and appropriate equipment when participating in dangerous activities.

As with other risk management issues the department states that the organisation needs to:

- classify the risks— How serious is the risk that abusive situations could occur? What is the potential for harm to a child?

And then

- manage/prevent the risks — What steps can the organisation and any affiliated bodies take to effectively manage any situations which have occurred and promote an environment which fosters the prevention of child abuse?

Harassment

Harassment consists of offensive, abusive, belittling or threatening behaviour directed at a person or persons because of a particular characteristic of that person or persons.⁵ <<Australian Sports Commission (1998) *Harassment-free Sport: Guidelines for Sport and Recreation Organisations*. Canberra: The Commission.>> The behaviour must be unwelcome and the sort of behaviour that a reasonable person would recognise as unwelcome. The working definition refers not only to harassment based on a particular characteristic such as sex, disability or race, but also to harassment sustained by a disparity in the relative power of the harasser and the person harassed. Harassment of all types stems from one person inappropriately exercising power over another. Power resides not just in those positions of formal authority, but also can be held by peers, people in majority groups in a sport or recreation organisation, being part of the main culture in a group, or by those older or more popular than the person being harassed.

Types of harassment

- Sexual harassment. Two broad categories of sexual harassment are:
 - A direct or implied threat, promise or benefit. This type of sexual harassment is sometimes termed ‘quid pro quo’ harassment or ‘sexual blackmail’.
 - Behaviour which creates a hostile or sexually permeated environment, including crude remarks, jokes or general banter.
- Harassment on grounds of disability.
- Discrimination as harassment.

Avoiding harassment

A key to avoiding harassment is to have an anti-harassment policy. An anti-harassment policy deters harassment; ensures that complaints can be dealt with quickly, responsibly and effectively; provides a legal defence against vicarious liability, and it helps maintain a safe

and healthy sport environment. Having and enforcing an anti-harassment policy is good risk management, and helps to establish and maintain a good reputation in the community.

Suggestions for providing safe sport and recreation environments

- Ensure stereotypical images and language have been omitted from resources and advertising and promotional material, and that inclusive language has been used.
- Ensure people from a range of backgrounds and ages are included in promotional material wherever possible.
- Take measures to improve the safety and accessibility of sport and recreation environments.
- Produce guidelines that address concerns about the sexuality of members of sport and recreation organisations in ways that are consistent with non-discrimination policies.
- Ensure that all members of the sport and recreation organisation, regardless of sexual orientation, feel welcome to bring partners to functions when invited to do so.
- Ensure that sexual orientation is not a factor in determining eligibility for positions.
- Conduct seminars or workshops on issues concerning awareness of sex-based prejudice and homophobia, disability awareness, multicultural awareness, discrimination law, pregnancy in sport, and other subjects.

Contracts

The law of contracts is concerned with the rules governing legal agreements. Individuals enter into contracts in their day-to-day activities, many times without realising that a contract has been made — buying a ticket into the tennis facility or buying a bus ticket to get to a

recreation event are less formal but still valid contracts. Contractual issues are important for the administrator to understand as they will from time to time become involved in contractual arrangements within sport and recreation organisations. Contract negotiations may be involved in player recruitment, employee recruitment, sponsorship, facility hiring, transportation to events, club and participant registration.

What is a contract?

A contract is an agreement reached between its parties, which they intend to be binding legally. The basic elements of a contract are contractual capacity, offer, consideration and acceptance, and intention.

- **Contractual capacity:** Not all persons have the capacity required to enter into a contract at law (eg minors). Under the terms of the *Minors (Property and Contracts) Act 1970* (NSW) the age of majority is 18. As well, a contract entered into with someone who is unable, through mental disability or drunkenness, to understand the nature of the contract is voidable if one party should have known or did know of the other party's mental disability or drunkenness. Note that mere drunkenness is no defence. State legislation in relation to mentally disabled persons entering into contracts generally provides for the appointment of a trustee or committee to manage the person's affairs.
- **Offer, consideration and acceptance:** An organisation may make an offer to a prospective coach, 'Would you coach our team this season for \$5,000?' The \$5,000 is the consideration. It is the value of the offer. If the coach agrees then that is the acceptance.
- **Intention:** Those involved in the contract must intend to create a legally binding agreement. A person may offhandedly say, 'If you can do that, I will give you a

thousand dollars' and both parties know that the offer is not intended to be serious. However, a legally enforceable contract exists if both parties intend to enforce the contract, for example the offer to a person to coach a team for a set fee. To alleviate contractual problems, many organisations have standard form contracts and these can be adapted for use in a particular situation.

Unfair contracts

Many sport and recreation organisations employ people in positions such as recreation officers, players, officials, administrators, caretakers and ground staff. The contract between these persons and the organisation may well constitute a contract of employment. These contracts must be 'fair' to all parties, but sometimes one of the parties to the contract may feel aggrieved. In these instances, the Industrial Commissions in the relevant states have the jurisdiction to hear 'unfair contracts' in relation to employment. For example, the Commission can intervene where it believes contracts are unfair, harsh, unconscionable, against the public interest, designed to avoid award provisions and provide for inadequate remuneration.

Case of an unfair contract⁶ <<ANZSLA newsletter (1995) 5(4): 5-6.>>

A semi-professional footballer brought proceedings in the Industrial Court of New South Wales against his club. He sought to have his playing contract declared unfair and to have it varied on the ground that it did not make sufficient provision for the payment of compensation if he was injured playing football. The court varied the player's contract to rectify this and his club and the NSW Rugby League were jointly ordered to pay compensation to the player for his injuries.

Copyright

With the development of logos, the conduct and naming of special events, and increases in merchandising opportunities, sport and recreation organisations must ensure that they are not breaching copyright. Copyright acts and design acts provide substantial protection for the authors of artistic works, drawings and photographs. For example, organisations which use the Olympic symbol without permission of the International Olympic Committee and/or the Australian Olympic Committee are infringing copyright.

Case study⁷ <<ANZSLA newsletter (1993) 3(3): 1.>>

The Australian Football League (AFL) took proceedings in the Federal Court against Tooheys Brewing Company (Tooheys) for alleged infringement of copyright. It was claimed that posters sponsored by Tooheys reproduced the AFL's logo appearing on players' uniforms. Alternatively, it was alleged that Tooheys contravened Section 53 of the *Trade Practices Act 1974* (Commonwealth) in that it falsely represented that its beer had the sponsorship, approval and endorsement of the players featured in the posters, the players' clubs and the AFL.

Summary

This module should have shown that the law is not something is separate from sport and recreation. Increasing levels of commercialisation and awareness of individual rights make legal action in the sport and recreation environment more likely than has been the case in the past. It is important for sport and recreation administrators to maintain and try to increase their knowledge of sports law to protect the rights of their sport and recreation organisations.

Regular visits to the Australian and New Zealand Sports Law Association (ANZSLA) web site at www.anzsla.com.au are recommended to help keep abreast of legal issues.

Endnotes

Further information

ANZSLA Commentator (Journal of the Australian and New Zealand Sports Law Association).

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Sports Medicine Australia (1998) *How to Become a SportSafe Club: Guidelines for Developing and Implementing a Sport Safety Plan*. Canberra, ACT: SMA.

Glossary

By-laws. Rules made by the organisation for the regulation, administration and management of that organisation, and binding on all persons who come within their scope.

Civil law. Generally referred to as common law. Common law is usually that which evolves from the decisions of judges in various cases of the same type, whereby judges must follow previous decisions or 'binding' precedents.

Company limited by guarantee. In such a company the members are not liable to contribute any capital. Instead each member guarantees to contribute a specific and limited amount in the event of the company being wound up with insufficient assets or funds to meet its liabilities.

Constitution. The constitution is a document establishing a group and setting out the purposes for which it has come together and all the rules under which it proposes to operate.

Contract. A contract is a particular type of agreement between two parties containing promises by each party that they intend to be enforceable at law.

Criminal law. Criminal laws are the rules which direct that certain actions are punishable by the state.

Defendant. A person against whom an action, information or other proceeding is brought.

Incorporation. An incorporated association is created under legislation which gives that body capacity to sue and be sued, have perpetual succession, to be able to hold and dispose of property, be able to enter into contracts, to borrow money and secure money borrowed over the property of the association, and have a common seal.

Law of tort. A tort is a civil wrong, a breach of duty. The role of the law of tort is to compensate those who have suffered loss as a result of the fault of another. Common examples include defamation, negligence, nuisance and trespass.

Negligence. Refers to doing something that a reasonable person would not have done or not doing something that a reasonable person would have done.

Reasonable person. This relates to the standard of care that must be owed to the person/s who are closely affected by one's acts or omissions. The way that a reasonable person would have responded to the likelihood of a risk is basic to the issue of whether the standard of care has been breached.

Appendix

Sample Constitutions

Club

OFFICIAL CONSTITUTION OF THE OLD WODEN UNIVERSITY CRICKET
CLUB 1965 (AMENDED 1977, 1989)

1. Name

The name of the Club shall be the 'Old Woden University Cricket Club Incorporated', hereinafter referred to as the 'Club'.

2. Colours

The colours of the Club shall be gold and royal blue.

3. Objects

The objects of the Club shall be:

- To foster the game of cricket in the South Canberra area as defined by the ACT Cricket Association Incorporated, hereinafter referred to as the Association.
- To purchase, lease, hire or by any other (legal) means acquire any real or personal estate necessary or convenient for the purposes of the Club.
- To buy, sell, supply and deal in all kinds of apparatus and all kinds of provisions, liquid and solid, required or used by members of the Club.
- To hire and employ all classes of persons whose services may be deemed necessary for the purposes of the Club.

- To invest the monies of the Club not immediately required for any of its objects in such a manner as from time to time may be determined.
- To take part in inter-club and all other cricket matches, including matches played within the city of Canberra and elsewhere, subject to the authority in every case where such exists of the Association.
- To do all such other lawful things as are incidental or conducive to the attainment of the objects aforesaid or any of them.

4. Membership and Management

Membership shall be open to all persons subscribing to the objects of the Club and paying the prescribed subscription. There shall be two categories of membership; full (playing) membership and associate (non-playing) membership. No restrictions shall be imposed on any person by virtue of religious or political beliefs, sex, race or age, but the Committee shall have the right to refuse membership to any person without assigning any reason therefore. A member may resign from the Club by notifying the Secretary in writing of the intention so to do and upon such resignation being accepted by the Committee, he or she shall cease to be a member of the Club.

At any Annual General Meeting of the Club, a Life Member or Members on the nomination of the Committee, can be elected, such election to be on account of some special service or services rendered to the Club. A Life Member shall be entitled to attend and vote at all general meetings of the Club and shall have other such privileges as may be decided upon from time to time by the Committee.

At the Annual General Meeting of the Club a committee comprising the following shall be elected: President, Secretary, Treasurer, Club Captain, seven Committee members (of which one member shall be the assistant Club Captain, at least one shall be a bona fide student or staff member at Woden University, and at least one shall not be a bona fide student or staff member at Woden University).

At the Annual General Meeting, a Patron, Honorary Vice-Presidents (any number) and an Honorary Auditor shall also be elected.

The Committee shall hold office until the next Annual General Meeting to that at which it was elected. Each member of the Committee shall be eligible for re-election.

The position of any Committee member absent for three consecutive meetings without leave of absence shall automatically become vacant. Acceptance of an apology shall be deemed grant of such leave.

The Committee shall have the power to co-opt up to two further Committee members and may fill casual vacancies.

The immediate Past President shall ex officio be a member of the Committee.

The Committee shall be responsible to the Club.

The Club or Committee may appoint subcommittees. The Chairperson of the Committee (who shall be elected by the Committee at the first Committee meeting) shall ex officio be a member of all such subcommittees.

The immediate Past President shall ex officio be a member of the Committee.

5. Meetings

The Annual General Meeting shall be held in August or September each year. At least fourteen (14) days notice of each meeting shall be given to each member by pre-paid letter posted to the member's last known address, but accidental omission to give notice shall not invalidate the meeting.

The notice must state the time, date and place of the meeting.

The business of the Annual General Meeting shall be:

- to receive the Annual Report and Statement of Accounts
- to elect a Committee for the ensuing year
- to consider motions of which due notice has been given or which any member, with the permission of the meeting, may introduce
- to dispose of any other matter which may be, consistent with the constitution, introduced at such a meeting.

At the Annual General Meeting the President, if present, shall chair the meeting. If the President is absent at the time the meeting is due to start, the members shall elect a person to chair the meeting from those members present.

Nominations for office bearers may be made at the Annual General Meeting.

Any elections required shall be by secret ballot. Any equality in voting shall be resolved in favour of the retiring candidate (if any) or otherwise by lot. In the event of a ballot, scrutineers shall be elected by the members present; the voting papers shall be destroyed after the results of the ballot have been announced.

Each member personally present at any meeting shall have one vote and, in the event of an equality of voting on any matter, the Chairperson of the Meeting shall have a second or casting vote, as well as the first or deliberative vote. All voting may be by show of hands but if any member present should require the voting to be by way of ballot, thereupon such vote shall be taken by ballot in the ordinary way.

The quorum for Committee meetings shall be one-third of the Committee and for General Meetings the quorum shall be one-sixth of the financial members of the Club.

A Special General Meeting may be called by the Committee at any time, and shall be called upon receipt by the Secretary of a requisition stating therein the object of such a meeting and signed on behalf of not less than one-sixth of the financial Club members. Such meetings shall be called within fourteen (14) days of receipt of such requisition and not less than seven (7) days notice shall be sent to all Club members.

General Meetings shall not be in camera.

6. Subscriptions

The subscriptions shall be set by the Committee as soon as possible after the date of the Annual General Meeting.

Subscriptions shall be due on the date set by the Committee provided that the aforesaid date is advertised to all members.

Differential subscriptions may be levied at the discretion of the Committee.

A member shall not be deemed to be unfinancial until the set subscription is three months in arrears.

7. Finance

True accounts shall be kept of all monies received and expended by the Club. At least once a year, the accounts of the Club shall be examined and an Income and Expenditure Account and Balance Sheet prepared and the correctness of the accounts and balance sheets ascertained by one or more auditor(s).

The financial year of the Club shall end on the thirtieth day of June (30 June) each year, and the accounts shall be audited and certified by the Club's auditor(s) and shall be submitted to the Annual General Meeting.

The Committee shall be empowered to invest the funds and property of the Club upon such securities as the Committee shall from time to time think fit.

The Committee, on behalf of the Club and subject to the approval of a General Meeting or Special General Meeting of members, shall be empowered to borrow upon the security of the Club's real and personal property such monies as may from time to time be required for carrying on the activities of the Club or for providing additional facilities and benefits for the members or for any other purpose connected with the objects of the Club and may authorise the execution of any and all such mortgages, pledges, or securities as may be necessary to secure the repayment of such monies.

8. Dissolution

The Club shall be dissolved if:

- (i) a resolution to this effect is carried by a General Meeting, fourteen (14) days of notice of the proposed resolution having been given
- (ii) financial membership drops to ten or less members.

If upon the dissolution of the Club there remains, after satisfaction of all debts and liabilities, any property or funds whatsoever, the same shall not be distributed or paid among the members of the Club but shall be transferred or given to some other Club or institution having objects similar to those of the Club, to be determined by members of the Club at or before the time of dissolution, and in default thereof as may be directed upon application to the Supreme Court of Australia in that behalf.

9. Amendments

The constitution may be amended by a three-fifths majority at a General Meeting provided seven (7) days notice of the proposed amendment has been given to all members.

10. Interpretation

Any doubt arising as to the application or meaning of any clause shall be decided by the Committee whose decision will remain until altered by a vote of a General Meeting, whose decision shall then be final and conclusive.

If any case occurs which, in the opinion of the Committee, is not provided for in this constitution, it shall be determined by the Committee in such manner as deemed expedient.

11. Suspension and Expulsion

Any member may be expelled or suspended from membership at the discretion of the Committee, provided that such a member shall have the right of appeal to a General Meeting. Voting on this issue shall be by secret ballot both in the Committee and in the General Meeting.

12. Copies of Constitution

The Secretary shall supply a copy of this constitution, without charge, upon reasonable request, to any new member or existing member.

13. Custody and Use of Common Seal

The Club shall have a Common Seal, which shall consist of the words 'University Cricket Club Incorporated'. The seal shall be kept in the custody of the Secretary and shall only be affixed by the Secretary to documents at a meeting of the Committee and in pursuance of a resolution of the Committee; the affixing of the same shall be attested by at least two members of the Committee.

14. Registered Office

The registered office of the Club shall be in Woden, or any such other place as the Committee shall from time to time appoint.

REGIONAL BODY

SOUTH HILLS NETBALL ASSOCIATION INC. CONSTITUTION 1990

1. Name and Headquarters

The Society shall be called the 'South Hills Netball Association' Incorporated with headquarters in Moruya. Its jurisdiction shall extend to and be acknowledged by all affiliated Clubs, and other affiliated bodies in the South Coast Netball district as hereinafter defined.

2. Interpretation

In these Rules, if not consistent with the context, 'Association' means the South Hills Netball Association (Incorporated).

Unless otherwise stated, 'Clubs' means those Clubs having direct affiliation with the Association and 'Secondary Schools Associations' means those Secondary Schools Associations having direct affiliation with the Association.

3. Objects

- To promote, organise, and foster Netball in Moruya and the surrounding districts, and to contribute towards the advancement of the game throughout Australia.
- To settle questions or disputes on any matters relating to Netball in the South Hills area as defined by the South Hills Netball Association (Incorporated) which may be submitted to the Association for its adjudication.

- To employ the funds of the Association as shall be deemed to be in the best interests of the game.

4. Membership

The membership of the Association shall consist of the following persons:

- Life Members and Service Award Members.
- Officers of the Association and Members of the Executive Committee duly elected in accordance with these Rules.

When this Association is required to act as a Union, these rules shall apply.

Every member of a Club affiliated to this Association, or of a body under the control of this Association, shall be deemed to be a member of this Association, and shall cease to be a member when such Club, or body ceases to be affiliated to this Association.

5. Life Membership and Service Awards

Life membership may be conferred for special services rendered in connection with the game.

This distinction shall be conferred only at a General Meeting.

The distinction shall carry with it the right to attend and to speak at all General Meetings of the Association, but not to vote unless otherwise qualified.

There shall be a Life Membership Committee. The Committee shall consist of three members appointed by the Annual General Meeting. The Committee shall remain in office for three (3) years and shall be eligible for re-election.

Recommendations for Life Membership shall be in the hands of the Secretary of the Association by September 30th in any year and shall set out the details of special service rendered.

The Life Membership Committee shall consider the applications and report to the Secretary of the Association by 1 February in each year.

No person shall be elected a Life Member of the Association unless the affirmative votes be two-thirds ($\frac{2}{3}$) of the total voting strength of the Annual General Meeting.

A Life Member's badge shall be awarded.

Service Award

The recognition of outstanding work for the game of Netball may be made by granting the honour of a Service Award. The nominations for 'Service Awards' shall be dealt with by the Life Membership Committee, and be subject to the procedure set out for Life Membership.

6. Affiliation

Any Club within the South Hills Netball district may be accepted for affiliation.

All applications for affiliation shall be made in writing to the Secretary.

Each Club on affiliation shall be supplied with a copy of these Rules, and a copy of all By-laws, and shall with all its members be bound thereby.

Each Club on affiliation shall submit in writing to the Secretary details of a proposed uniform for consideration by the Executive Committee. A uniform once approved by the Executive Committee shall not thereafter be worn by any other team.

7. Resignation

Any Club wishing to resign its affiliation shall notify the Secretary in writing not later than seven (7) days prior to the Annual General Meeting in each year, provided that in default of such notification, shall be liable for the subscriptions to the Association for the ensuing year.

8. Colours

The colours of this Association shall be Green and White.

9. Management

The Management of the Association shall be vested in the Executive Committee.

10. Officers

The Officers of the Association, who shall be elected annually at the Annual General Meeting, shall consist of the Patron, President, Vice President, Honorary Secretary and Honorary Treasurer.

The Honorary Auditor and Honorary Vice-Presidents of the Association shall also be elected annually at the Annual General Meeting. These officers shall have no voting power.

The Officers of the Association shall not take office until the termination of the General Meeting at which they are elected.

11. Duties of the Secretary

The Secretary shall:

- Keep all records and Minute Books of the Association, and the Seal, in custody.
- Keep a record of the names and addresses of all office bearers.
- Keep a record of the names and addresses of all office bearers.
- Keep a roll of all affiliated Clubs.
- Give notice of all meetings in accordance with these rules.
- Conduct all general correspondence and keep copies of such correspondence.
- Keep all Minutes of General and Executive Committee Meetings.
- Advertise Annual General Meeting fourteen (14) days before the date of the meeting.

Provide all Clubs with a Balance Sheet and a copy of any remits at least seven days prior to the Annual General Meeting. Ensure that the Annual Report is available for the Annual General Meeting.

- In cases of suspension, expulsion and protest to notify all parties concerned.

12. Duties of the Treasurer

The Treasurer shall:

- Keep proper books of accounts.

- Receive all monies for and on behalf of the Association and immediately thereupon pay them into such bank or banks as the Executive from time to time decide, to the credit of the account or accounts in the name of the South Hills Netball Association.
- Pay all accounts approved by the Executive Committee or General Meeting.
- Submit a statement of the financial position of the Association at least once a month to the Executive Committee.
- Prepare a Balance Sheet and completed audited Statement of all Accounts to the Secretary fourteen (14) days prior to the Annual General Meeting for distribution to Clubs. These will then be presented at the Annual General Meeting.

13. Executive Committee

The Executive Committee shall consist of:

- The President, Vice-President, Secretary, Treasurer to be elected at the Annual General Meeting of the Association.
- One delegate from the Netball Umpires Association.
- Members not exceeding eighteen (18) to be elected at the Annual General Meeting of the Association.

The Executive Committee shall meet at least once a month from April to September. Sixty percent (60%) of the total membership of the Executive Committee shall form the quorum.

14. Powers of the Executive Committee

The Executive Committee shall have power:

- To admit Clubs to the Association for affiliation, and to cancel and revoke such admission at any time for good cause shown.

- To manage and control the finances of the Association.
- To appoint subcommittees for any purpose relating to the affairs of the Association, and to prescribe the duties and powers of any such subcommittee.
- To consider and adjudicate on any apparent infringement of the Rules of the Association, whether such infringement should become known to the Committee by formal protest or otherwise.
- To make By-laws as may from time to time be found necessary for the conduct of its business. Such By-laws to remain in force until the next General Meeting when they shall be confirmed, amended or rescinded.
- To appoint Selectors, Coaches, Managers of Representative teams. Applications for such positions to be called for in writing by date set at each Annual General Meeting.
- To approve representative teams and the captains.
- To settle any question which may arise and which is not provided for in these Rules.
- To fill any casual vacancy which may occur in the Executive Committee, or in any subcommittee, except that of President.
- Appoint delegates to National Council meeting.

In the case of any protest, suspension or expulsion to appoint, if considered necessary, a committee of three to hear and determine the same. An appeal against the decision of any such committee may be made to the Executive Committee. Members of any protest committee shall not be connected in any way with the Clubs concerned therein.

In the absence of the President at any Special or General Meeting of the Association, appoint a Chairperson.

15. Voting at Executive Committee Meeting

Each member of the Executive Committee shall be entitled to one vote. The Chairperson of the Committee shall have a casting as well as a deliberative vote. Voting on any question shall be by ballot if desired by one member present. At all meetings of the Executive, the vote of the majority shall rule.

16. Annual and General Meeting

The Annual General Meeting of the Association shall be held no later than 31 March in each year.

The business of the Annual General Meeting shall be:

- Attendance
- Confirmation of Minutes
- Presentation of Annual Report and Balance Sheet
- Remits and Notices of Motion
- Election of Officers, and an Honorary Auditor
- Affiliation and Court Fees
- General Business.

Seven (7) days clear notice in writing shall be given of every Annual and General Meeting to the Secretaries of all affiliated Clubs, and to all Office Bearers of the Club. Such notice shall clearly set forth the business to be transacted at such meeting. Notice of such meeting shall likewise be advertised once in the daily newspaper.

At any General Meeting of the Association, the voting power for Clubs shall be:

- Clubs with 1-2 teams one (1) vote
- Clubs with 3-4 teams two (2) votes
- More than 4 teams three (3) votes

In addition the following persons shall have one (1) vote each:

- Officers and members of the Executive
- The Delegate from the South Hills Umpires Association.

In matters relating to particular grades, only those Clubs with teams directly involved may vote. The voting power of each such Club will be laid down according to the number of teams involved in these particular grades.

In addition the following persons shall have one (1) vote each. Three members of the Executive who are not delegates of any Club, such members shall be appointed by the Executive prior to the said meeting

At all General Meetings of the Association not less than one half ($\frac{1}{2}$) of the total number of Clubs entitled to attend shall form a quorum.

At all meetings the vote of the majority shall rule.

Voting shall be by ballot if desired by any member present.

Each affiliated Club shall be entitled to two (2) delegates. One delegate may exercise all the votes to which their Club is entitled.

Delegates may be present either in person, or in written proxy, provided that no delegate may represent more than one Club.

17. Special General Meeting

May be convened by the Secretary, by giving at least seven (7) days notice in writing to each affiliated Club, and stating the proposed business to be transacted, either on request by the Executive Committee, or on receiving a requisition to that effect setting forth the object of such meeting, signed by the Secretaries of no fewer than three affiliated Clubs.

18. At Any Meeting of the Association, the President shall be Chairperson. In the absence of the President the Executive Committee will appoint a Chairperson. The Chairperson of any meeting shall have a casting as well as a deliberate vote.

19. Finance

The financial year of the Association shall close on 31 December.

All monies received shall be paid to the credit of the Association at a bank or banks approved by the Executive Committee.

All accounts shall be passed by a General Meeting or by the Executive Committee.

The accounts of the Association shall be audited by an Auditor appointed at the Annual General Meeting. The Auditor shall not hold any other office in the Association.

If required, an annual grant shall be paid to the South Hills Umpires Association.

The Annual Subscription shall be paid by 1 June in each year.

Any affiliated Club whose subscription remains unpaid after 1 June in any year shall cease to be affiliated to this Association, and shall forfeit its right to play matches under the control of this Association.

20. Duties of Clubs

The Secretary of each Club shall forward to the Secretary of this Association at least fourteen (14) days before the Annual General Meeting of this Association, notice of Remits to be discussed at such meeting.

21. Rules of Play

The playing rules of the South Hills Netball Association shall govern all play by teams of affiliated Clubs.

22. The South Hills Umpires Association shall be under the control of this Association.

23. Common Seal

The Association shall have a Common Seal which shall be kept in the custody of the Secretary and shall be affixed to any document or writing, upon resolution of a General or Executive Committee Meeting by the Secretary in the presence of the President.

24. Alterations of Constitution

Neither this Constitution (nor Regulations made thereunder) shall be repealed or altered, nor shall any addition be made without the concurrence of a three-fifths majority of the votes of the Delegates and Officers of the Association present at the Annual General Meeting, or at a Special General Meeting called for that purpose.

At least seven (7) days notice in writing of such proposed alterations shall be given to all Clubs in either case.

Any alterations so made shall take place immediately unless the Meeting by the same majority shall decide otherwise.

25. Indemnity Clause

Every member of the Executive and every other officer of the Association shall be indemnified out of the funds of the Association against any liability incurred in the discharge of any duty undertaken on behalf of the Association and in defending any proceedings whether civil or criminal in which judgement is given in favour of the person or in which the person is acquitted.

No member of the Executive Committee shall be responsible for any other member of the Executive Committee, or for any officer, clerk, or servant of the Association by the insufficiency or deficiency of value of, or title to, any property or security acquired or taken on behalf of the Association or by the bankruptcy or any tortuous act of any customer or debtor of the Association, or by anything done in the execution of his/her duties of his/her office or in relation thereto, or otherwise than his/her own wilful act or default.

26. Borrowing Powers

The Association shall have the power to borrow money in such manner and upon such security and terms as it shall deem fit, but such power shall not be exercised except by a resolution of a Special Meeting. At least seven (7) days notice in writing of such Meeting stating the object of the Meeting shall have been given to the Secretary of each affiliated Club.

27. Protests

All protests shall be received in writing by the President, or Secretary, or Assistant Secretary, within twenty-four (24) hours, of the occurrence of the incident regarding which the protest is made. All protests shall be accompanied by a fee which may be reviewed at the Annual General Meeting.

The Umpire and Players concerned shall have the right to attend the Meetings of the Protest Committee for the purpose of stating their case.

28. Misconduct

In all cases of alleged misconduct by any club, team, player or official an inquiry shall be held by the Executive Committee or its appointed subcommittee within seven (7) days from the date when such alleged misconduct has been brought to the notice of the Executive.

29. Suspension and Expulsion

In cases of infringement by players, team, Clubs or officials of any Constitution, Regulations, or By-laws of the Association, the player, Club or official may:

Pending the hearing and determination of the charges he/she/they be summarily suspended by the Executive Committee.

Save as set out above, no member shall be suspended without being given an adequate opportunity of being heard in defence. Notice of suspension of a member, team, or Club shall be given in writing immediately to such member, team or Club, setting out the charge preferred and notifying the time and place of such hearing.

In all cases of alleged infringement by any member, team or Club, a hearing shall be held by the Executive, or its appointed Committee, within seven (7) days from the date when such alleged infringement has been brought to the notice of the Executive Committee.

Nothing in this section shall be deemed to prevent the Executive from suspending a Club for failure to pay fees by the due date or imposing suspension for not more than twenty-eight (28) days, or inflict fines upon any Club or member found guilty of breaking any of the Rules of the Association, or the conditions governing any of its competitions, or refusing to give effect any resolution passed by the Executive Committee.

Expulsion of a member, team or Club may be made only by a Special General Meeting, of members of the Association called for the purpose, and only if the votes in favour of expulsion shall constitute a two-thirds ($\frac{2}{3}$) majority of the voting power of the members present and entitled to vote at the Meeting.

Notice of any suspension or expulsion imposed, shall at once be sent by the Secretary to the South Hills Netball Association.

30. Appeals

Any member, team or Club disqualified by the Executive Committee shall have the right of appeal at a Special General Meeting of the Association specifically called for that purpose, within fourteen (14) days of the passing of the resolution of disqualification. Such appeal shall be accompanied by a deposit that may be reviewed at the Annual General Meeting. This shall be forfeited if the appeal is deemed frivolous.

Such appeal shall be in writing addressed to the Secretary of the Association, and shall set forth specifically the decision appealed against and the grounds for such appeal. The Association shall in no way be responsible for any expenses incurred by the appellant. Pending decision of any appeal a disqualification shall be operative.

31. Dissolution

The Association shall not be dissolved unless all liabilities have been discharged and a motion has been passed by a majority of the votes recorded at a General Meeting convened for the purpose.

Any sum remaining after the satisfaction of all liabilities shall be given or transferred to such amateur Club, Association, or other organisation to be determined by a majority of members present at such meeting.

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- ¹ Peckham v Moore [1975] 1 NSWLR 353.
- ² Nowak v Waverley Municipal Council & Ors. (1984) Aust Torts Reports 80-200
- ³ Kaiser, R.A. & Simpson, W. K. (1990). Torts in sports: A case for risk management. *Applied Research in Coaching and Athletics Annual*. March, pp. 81-91
- ⁴ Crossley, J. & Jamieson, L. (1988) *Introduction to commercial and entrepreneurial recreation*. Champaign, Illinois:Sagamore: (142).
- ⁵ Australian Sports Commission (1998). Harassment-free Sport: Guidelines for Sport and Recreation Organisations. Canberra: Author.
- ⁶ ANZSLA newsletter (1995). Vol 5, No. 4. pp.5-6
- ⁷ ANZSLA newsletter (1993). Vol 3, No. 3. pp. 1