



*Policy for monies owing to
Basketball ACT*

Authorised by the Board 8 February 2016
Effective 8 February 2016

Signed: Maxwell Gratton | Chief Executive Officer

Definitions and Interpretation:

- BACT: ACT Basketball Inc. trading as Basketball ACT
- BACT Competitions: any competition(s), season(s), tournament(s), event(s), or like fixtures hosted, provided, organised, sanctioned, recognised or determined by BACT
- BACT Activities and Services: includes, but is not limited to, participation at Nationals, in state representative squad(s), offering(s) such as referee and development courses and active participation, the provision of court hire, and/or all and any related basketball activity(ies) and/or service(s) administered, provided, delivered, sanctioned or offered by BACT
- CEO: BACT Chief Executive Officer
- Basketball Club or Club: has the same meaning as defined within the BACT Constitution
- Final Date: only applies to Full Members, Schools, Basketball Clubs and Clubs, and means 10 days after the invoice or payment plan becomes due and payable. Any offending team(s) that are part of a Full Member, School, Basketball Club and/or Club will play for no competition points in the period between an invoice or payment plan becoming due and payable, and the Final Date. Team(s) that are part of a Full Member, School, Basketball Club or Club will be removed from BACT Competitions as of the Final Date if they have not rectified the breach in full by close of business. Further remedies against individuals and/or the Full Member, School, Basketball Club and/or Club may still be sought after the Final Date.
- Full Member: has the same meaning as defined within the BACT Constitution
- Individual: a player or individual that participates in any BACT Competitions and/or BACT Activities and Services
- School: has the same meaning as defined within the BACT Constitution
- Team[s]: a team that is not affiliated with a Full Member, School, Basketball Club or Club that enters or participates in any BACT Competitions and/or BACT Activities and Services
- Terms: an amount of time, or due date, by which an invoice needs to be paid

1 Preamble

1.1 The purpose of this policy is to underpin the integrity of BACT's financial systems, and to encourage the punctual payments of monies owing. It is also intended that this policy will treat stakeholders consistently and fairly.

2 Monies owing to BACT (Full Member, School, Basketball Club or Club)

2.1 Invoices generated by BACT will need to be paid in full in accordance with the Terms stipulated; or the said invoice must be paid satisfactorily as per any instalment terms outlined (if applicable). A failure to pay an invoice in accordance with the Terms stipulated, or as per any instalment Terms outlined (if applicable), shall amount to a breach of this policy. If an invoice cannot be paid in full or as per any instalment Terms outlined (if applicable), then a payment plan which is acceptable to BACT may be

arranged. Should any Terms of the payment plan not be followed, then such will constitute a breach of this policy.

2.2 If 2.1 above is not adhered to, then the following shall apply for BACT Competitions:

2.2.1 The offending team(s) shall play for no competition points, from the time of the breach until such is satisfactorily rectified. Any points lost during the time of the breach will be forfeited and shall not be reinstated despite any rectification of the breach. Should any team(s) fail to participate in any match(es) such will be considered a forfeit and normal penalties shall apply. Furthermore the team will be removed from any BACT Competitions should it fail to satisfactorily pay in full any monies owing to BACT by the Final Date, unless a payment plan which is acceptable to BACT is arranged.

2.2.1.1 Should a Full Member, School, Basketball Club or Club be in breach of this policy, BACT may request that they identify the individual(s), or team(s) or other entity or person(s) that owes any monies that resulted in the breach. BACT then reserves the right to implement the sanction as outlined in 2.2.1 and/or 2.3.1 and/or 4.2 to the offending individual, or team or other entity or person.

2.2.1.2 If a Full Member, School, Basketball Club or Club is in breach of this policy, and fails to cooperate with BACT to identify the individual, or team or other entity or person that owed any monies which resulted in the breach, then BACT reserves the right to sanction the entire Full Member, School, Basketball Club or Club and all of its teams to play for no competition points. Any competition points lost during the time of the breach, or enforcement of this clause (2.2.1.2) will be forfeited and shall not be reinstated despite any rectification of the breach.

2.3 If 2.1 above is not adhered to, then the following shall apply for BACT Activities and Services:

2.3.1 BACT reserves the right to deny the participation in or provision of BACT Activities and Services, or the withdrawal of such.

3 Monies owing to BACT (Team[s])

3.1 Invoices generated by BACT will need to be paid in full, prior to the commencement of, and participation in, any BACT Competitions and/or BACT Activities and Services, in accordance with the Terms stipulated.

3.2 If 3.1 above is not adhered to, then such will amount to a breach of this policy. The offending Team shall be removed from, and denied participation in, any BACT Competitions and/or BACT Activities and Services.

3.3 Ordinarily no payment plans, or instalments, will be arranged with any Teams.

4 Monies owing to BACT (Individual[s])

4.1 The provisions of Clause 3 shall apply with such modifications as are necessary as though a reference to 'Team[s]' therein was a reference to 'Individual[s]'.

4.2 An Individual that owes BACT any monies shall be deemed ineligible for entry to or participation in any BACT Competitions as well as BACT Activities and Services which may result in removal from, and denial of participation in, any BACT Competitions as well as BACT Activities and Services.

5 Finality of determination

5.1 Any penalty(ies) or sanction(s) arising from this Policy are final. There shall be no avenue for appeal, except for in a circumstance where BACT may have applied such incorrectly. In such a case the incorrect penalty(ies) or sanction(s) shall be quashed, and the correct penalty(ies) shall be applied.

5.2 Notwithstanding Clause 5.1 above, if there are compassionate or extenuating grounds (such as death or serious car accident, etc.) which may give or has given rise to a breach, then in such extraordinary circumstances a dispensation may be sought from the CEO, and their decision shall be final.