

Money Owing to Basketball ACT Policy

Reviewed by the Board: 29 September 2026

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Table of Contents

1. Purpose	3
2. Definitions and Interpretations	3
3. Monies owing to Basketball ACT (Full Members or Associate Members)	4
4. Monies owing to Basketball ACT (Team[s])	5
5. Monies owing to BACT (Individual[s])	5
6. Breach of Policy	6
7. Individual Financial Hardship	7
8. Finality of determination	8

Version	Date Approved	Approved By	Summary of Changes
3.0	27 May 2025	Board	Major review completed; revised policy structure and statements
4.0	29 September 2026	Board	Review and update to the monies owing to BACT (individual[s]) and addition of breach of policy section

1. Purpose

- 1.1. The purpose of this policy is to underpin the integrity of Basketball ACT's (BACT) 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. Definitions and Interpretations

- 2.1. **BACT:** ACT Basketball Inc. trading as Basketball ACT
- 2.2. **BACT Competitions:** any competition(s), season(s), tournament(s), event(s), or like fixtures hosted, provided, organised, sanctioned, recognised or determined by BACT
- 2.3. **BACT Activities and Services:** includes, but is not limited to, participation at National Championships, in Canberra and Territory 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 activities and/or service(s) administered, provided, delivered, sanctioned or offered by BACT
- 2.4. **Chief Executive Officer (CEO):** means a person appointed as chief executive officer by the Directors according to the powers conferred on them as defined within the BACT Constitution.
- 2.5. **Chief Operating Officer (COO):** refers to the BACT employee who leads and manages the organisation's Association operations.
- 2.6. **Basketball Club or Club:** means an Entity that is recognised as a Basketball Club by the Association in its absolute discretion, as defined within the BACT Constitution
- 2.7. **Final Date:** refers to 10 days after the invoice or payment plan becomes due and payable.
- 2.8. **Finance Officer:** refers to the BACT employee who oversees the in-house day to day financial administration of the organisation.
- 2.9. **Full Member:** means a Basketball Club that satisfies the requirements of rules 6.3 and 6.8 as defined within the BACT Constitution
- 2.10. **Individual Member:** is a player or individual that participates in any BACT Competitions and/or BACT Activities and Services. Satisfying the requirements of rules 6.5 and 6.7 of as defined within the BACT Constitution.

2.11. **Team[s]:** means any group participating in any of Basketball ACT's competitions

2.12. **Terms:** an amount of time, or due date, by which an invoice needs to be paid

3. Monies owing to Basketball ACT (Full Members or Associate Members)

3.1. 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).

3.2. 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.

3.3. If Clause 3.1 is not adhered to, the following shall apply for BACT Competitions:

3.3.1. The offending team(s) shall play for no competition points, from the time of the breach until the monies owing are 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.

i. Should any team(s) fail to participate in any match(s) such will be considered a forfeit and normal penalties shall apply.

ii. 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.

3.3.2. Should a Full Member or Associate Member, 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 3.3.1 and/or 3.3.2 and/or 5.2 to the offending individual, or team or other entity or person.

3.3.3. If a Full Member or Associate Member is in breach of this policy and fails to cooperate with BACT to identify the individual, team, other entity, involved in the breach. BACT reserves the right to sanction the entire Full Member or Associate Member and all its teams to play for no competition points. Any competition points lost during the time of the breach, or enforcement of this clause will be forfeited and shall not be reinstated despite any rectification

of the breach.

- 3.4. If Clause 3.1 is not adhered to, the following shall apply for BACT Activities and Services:

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

4. Monies owing to Basketball ACT (Team[s])

- 4.1. Invoices generated by BACT are 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.
- 4.2. If Clause 4.1 is not adhered to this will be deemed as a policy breach. The offending Team shall be removed from, and denied participation in, any BACT Competitions and/or BACT Activities and Services.
- 4.3. Ordinarily no payment plans, or instalments, will be arranged with any Teams. Only the Finance Officer, in consultation with the CEO, can negotiate and arrange payment plans with a Team. A Payment Plan Agreement must be completed, signed and filed.
- 4.4. A reminder notification will be issued for any monies owing after the issue of the invoice. If payment is not forthcoming a telephone call from the Finance Officer will be made.
- 4.5. Any fees remaining outstanding for 30 days after the payment due date will result in the automatic cancellation of membership(s).

5. Monies owing to BACT (Individual[s])

- 5.1. The provisions of Clause 4 shall apply with such modifications as are necessary as though a reference to 'Team[s]' therein was a reference to 'Individual[s]'.
- 5.2. An Individual that owes BACT any monies shall be deemed ineligible for entry to or participation in any BACT Competitions and/or BACT Activities and Services. This may also result in removal from, and denial of participation in, any BACT Competitions and/or BACT Activities and Services.
- 5.3. An Individual that owes Basketball ACT any money or is in breach of their payment plan obligations will be ineligible for selection into a Basketball ACT Pathway Program in accordance with the BACT Pathway Programs Selection Policy and/or BACT Senior Program Selection Policy. Selection into programs includes but not limited to:
- 5.3.1. Canberra Gunners

- 5.3.2. Canberra Gunners Academy
 - 5.3.3. Canberra Gunners Youth
 - 5.3.4. Canberra National
 - 5.3.5. Canberra Nationals Academy
 - 5.3.6. Canberra Nationals Youth
 - 5.3.7. Basketball ACT Territory Programs
 - 5.3.8. Basketball ACT Canberra Basketball Programs
- 5.4. Alternative payment arrangements may be entered under the discretion of the CEO and upon written agreement between all parties.

6. Breach of Policy

- 6.1. Where a Team is in breach of this policy or are non-responsive to BACT staff attempts to contact them to discuss all outstanding debt the following steps will be undertaken:
- 6.1.1. The COO will write to the team manager advising the teams entry into the BACT competition(s) will be disqualified effective immediately.
 - i. The team's games will be noted as a disqualification and managed in accordance with the Senior Competition By-Laws.
 - 6.1.2. The team has seven (7) days from notification to lodge an appeal to the CEO in accordance with clause 8. Within the appeal the team must supply supporting documentation or information as to why the outstanding debt has not been addressed previously.
 - 6.1.3. If after seven (7) days the outstanding debt has not been paid or there has been no contact from the team manager, BACT will place a suspension on all individual team members from participating in any BACT competition.
 - i. Individuals can contact BACT to pay their individual portion of the outstanding Team debt. Once payment of their individual portion has been received their individual suspension will be lifted,
 - 6.1.4. The disqualification will be lifted once the outstanding debt has been settled into the BACT accounts or proof of receipt has been supplied.
- 6.2. Where an Individual is in breach of this policy or are non-responsive to BACT staff attempts to contact them to discuss all outstanding debt the following steps will be undertaken:
- 6.2.1. The CEO will write to the individual advising their membership with BACT has been suspended effective immediately. This suspension will be activated in the BACT competition management platform and will not allow

the individual to participate in any BACT competition game or renew their membership with BACT until the suspension is lifted.

- 6.2.2. BACT will write to all Member Clubs and/or Teams that the individual is currently registered with to advise of the individuals immediate suspension.
- 6.2.3. The individual has seven (7) days from notification to lodge an appeal to the CEO in accordance with clause 8. Within the appeal the individual must supply supporting documentation or information as to why the outstanding debt has not been addressed previously.
- 6.2.4. The Individual and BACT CEO may enter a payment plan arrangement to commence procedures to pay off the outstanding debt:
 - i. Once the payment plan has been signed by all parties and the first instalment or initial terms of the plan have been paid the individual suspension will be lifted
 - ii. Breaching the terms of the payment plan will result in a reinstatement of the suspension
- 6.2.5. The suspension will be lifted once the outstanding debt has been settled into the BACT accounts or proof of receipt has been supplied.
- 6.2.6. Where an individual has an outstanding debt with BACT no FIBA or Basketball Australia clearances will be approved until the outstanding debt has been settled.

7. Individual Financial Hardship

- 7.1. Basketball ACT is committed to fostering inclusivity and ensuring that financial constraints do not become a barrier to participation or access to our programs, services, or opportunities.
- 7.2. Hardship may include, but is not limited to, unexpected financial strain, loss of income, or significant unforeseen expenses.
- 7.3. Individuals or families experiencing financial hardship may request support by submitting a formal application to BACT in accordance with the communicated processes and forms
- 7.4. Available Support Options may include:
 - 7.4.1. Payment extensions
 - 7.4.2. Access to alternative payment plans
 - 7.4.3. Referral to relevant external support services
- 7.5. All financial hardship applications and communications will be treated with the utmost confidentiality.

- 7.6. Applications for financial hardship support will be reviewed on a case-by-case basis. Applicants may be asked to provide supporting documentation to ensure fairness and transparency.
- 7.7. Basketball ACT aims to balance the needs of those experiencing hardship with the sustainability of our programs and services. Decisions will be made with care, empathy, and consideration of individual circumstances.
- 7.8. A breach in payment plan conditions may result in Basketball ACT acting under Clause 5 of this policy

8. Finality of determination

- 8.1. Any penalty or sanction arising from this Policy is final.
- 8.2. A Full Member, Associate Member, Team and/or Individual may lodge an appeal with the CEO in relation to a policy breach if it is deemed this policy has been incorrectly applied.
- 8.3. If it is determined an incorrect penalty and/or sanction was applied this shall be overturned, and the correct penalty shall be applied.
- 8.4. 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.