

Money Owing to Basketball ACT Policy

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BASKETBALL ACT

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Policy last updated and approved by BACT Board:	27 July 2021
Next policy review date:	July 2023
Responsible person:	Chief Executive Officer

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 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
- 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. **Basketball Club or Club:** means an Entity that is recognised as a Basketball Club by the Association in its absolute discretion.
- 2.6. **Final Date:** refers to 10 days after the invoice or payment plan becomes due and payable.
- 2.7. **Finance Officer:** refers to the BACT employee who oversees the in-house day to day financial management of the organisation.
- 2.8. **Full Member:** means a Basketball Club that satisfies the requirements of rules 6.3 and 6.8 as defined within the BACT Constitution
- 2.9. **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.
- 2.10. **School Club:** means an entity representing an Educational and is officially recognised by the Association as a School Club.
- 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.
 - (a) Should any team(s) fail to participate in any match(s) such will be considered a forfeit and normal penalties shall apply.
 - (b) 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, Associate Member, School Club, or Basketball 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 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, Associate Member, School Club, or Basketball Club 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, Associate Member, School Club, or Basketball Club 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.

6. Finality of determination

- 6.1. Any penalty or sanction arising from this Policy is final.
- 6.2. 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.
- 6.3. If it is determined an incorrect penalty and/or sanction was applied this shall be overturned, and the correct penalty shall be applied.

- 6.4. 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.