



**AUSTRALIAN VOLLEYBALL
FEDERATION INC**

**Australian
Volleyball
Charter**

**IN CONJUNCTION WITH
VOLLEYBALL ACT
STATE VOLLEYBALL NSW
VOLLEYBALL NT
VOLLEYBALL QLD
VOLLEYBALL SA
VOLLEYBALL TASMANIA
VOLLEYBALL VICTORIA
VOLLEYBALL WESTERN AUSTRALIA**

IT IS AGREED

1 INTERPRETATION

1.1 In this Charter the following words and phrases have the following meanings:

- (a) **“Administration”** means the processes involved in the management and governance of delivering the business of volleyball and includes things such as strategic and operational planning, human resource and financial management.
- (b) **“AVF”** means the Australian Volleyball Federation Inc, which is the internationally recognised body for the promotion and administration of the sport of volleyball in Australia.
- (c) **“Charter”** includes this document, all of its schedules.
- (d) **“Days”** means calendar days
- (e) **“Development”** of volleyball means activities that are designed to foster the growth of volleyball and contribute to an individual’s performance at their chosen level or pathway.
- (f) **“Executive Commission”** means the group of full-time General Managers and Executive Directors of the Member States and the Chief Executive Officer of VA and in the case where a Member State does not have full time paid staff, its nominated delegate.
- (g) **“Financial Obligation”** means a legal obligation on the part of one party to pay another party an amount of money.
- (h) **“FIVB”** means the Federation Internationale de Volleyball, which is the international governing body for volleyball.
- (i) **“General Meeting”** means the annual or any special general meeting of VA.
- (j) **“Governance Principles”** means the Australian Sports Commission: Sport Governance Principles
- (k) **“Intellectual Property”** means all rights subsisting in copyright, business names, names, trademarks (or signs), logos, designs, equipment including computer software, images (including photographs, videos or films) or service marks relating to VA or any event, competition or Volleyball activity of, or conducted, promoted or administered by VA. For the avoidance of

doubt "Intellectual Property" includes the "Sporting Power" and the rules of the sport of Volleyball.

- (l) **"Member State"** means the entity recognised under the VA Constitution to administer the sport of volleyball in a particular State or Territory of Australia.
- (m) **"National Database Agreement"** means the National Database Agreement between VA and the Member State.
- (n) **"Notice"** means a letter of notice duly signed by the Board of VA or the Member State(s) as required by the Charter
- (o) **"Parties"** means the Member State and VA.
- (p) **"Presidents' Commission"** means the body represented by the members of the VA Board and the president of each Member State.
- (q) **"Promotion"** means the marketing of the volleyball to enhance its attractiveness to current and potential participants, partners, sponsors, the media and other stakeholders and includes the use of traditional, social and new media.
- (r) **"Sporting Power"** means that power delegated to VA by FIVB for the exclusive administration, control and management of the sport of Volleyball in Australia.
- (s) **"Strategic Plan"** means the strategic plan of VA as approved and
- (t) **"VA"** means the Australian Volleyball Federation Inc, which is the internationally recognised body for the promotion and administration of the sport of volleyball in Australia amended from time to time.

1.2 Unless the context otherwise requires, reference to:

- (a) the singular includes the plural and the plural includes the singular and words importing one gender include the other;
- (b) persons include incorporated and unincorporated bodies, partnerships, joint ventures and associations and vice versa and their legal personal representatives, successors and assigns;
- (c) a party includes the party's executors, administrators, successors and permitted assigns;

- (d) a statute or other law includes regulations and other instruments under it and amendments, re-enactments or replacements or any of them.

1.3 Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.

1.4 “Including” and similar words are not words of limitation.

1.5 Headings are for convenience only and do not form part of this Charter or affect its interpretation.

2 OBJECTIVES AND PRINCIPLES OF CONDUCT

2.1 Objectives of the Charter

The parties acknowledge and agree that the primary objectives of this Charter are to:

- (a) develop a united approach between the parties to ensure the success of the sport of volleyball in Australia;
- (b) enable the parties to undertake and meet their respective objectives and responsibilities under this Charter and under their respective Constitutions or Rules of Association;
- (c) set out agreed values, standards of conduct for behaviours,
- (d) ensure best practice governance principles are in place for the effective management and integrity of the sport of volleyball in Australia. These principles should reflect the mandatory governance requirements set out by the Australian Sports Commission and any requirements of the relevant State Departments of Sport and Recreation;
- (e) enable VA to administer, develop, and promote, as well as protect the integrity of, volleyball throughout Australia;
- (f) promote and increase recognition of, and participation in, the sport of volleyball in a consistent manner across all States and Territories in Australia; and
- (g) achieve cost and management efficiencies in the administration of the sport in areas such as insurance, database management, accounting software, competition management software, business planning, and other areas identified from time to time between the Parties.

2.2 Principles of Conduct

The general principles of conduct which the parties agree to observe and uphold in their dealings with each other in achieving the objectives in clause 2.1 and satisfying their respective obligations under this Charter are:

- (a) outlined in the VA Values and Code of Conduct;
- (b) to act in such a way as is consistent with and conducive to achievement of the stated objectives;
- (c) to deal with one another in good faith in all dealings, acts, matters and things arising under this Charter and to co-operate with one another and to meet and conduct in good faith such discussions and negotiations as may be necessary or desirable to resolve amicably any difference or dispute which may arise between them;
- (d) to meet any financial obligations, to the other party where they are due, or as otherwise agreed between the parties; and
- (e) to keep the other informed of all dealings and matters arising under this Charter.

3 RIGHTS AND OBLIGATIONS OF VA AND THE MEMBER STATE

Strategic Direction

- 3.1 VA is responsible for the preparation of the Strategic Plan. VA will consult with Member States during the preparation process.
- 3.2 VA and the Member State agree to pursue and support the strategic direction of VA, as set out in the Strategic Plan approved by the VA Board. The Member State also agrees to align its strategic planning process and strategic plan with the Strategic Plan of VA, and in doing so, to support the objectives of VA's Strategic Plan, as appropriate.

Responsibilities and Obligations

- 3.3 VA and the Member State agree to comply with the terms of this Charter to the extent that the terms of this Charter are not inconsistent with the obligations imposed by the VA Constitution and By-Laws. In the event of inconsistency, the VA Constitution and By-Laws prevail.
- 3.4 The Presidents' Commission, in conjunction with the VA Board, will be responsible for the oversight and review of this Charter. It is expected this review will be undertaken at the same time as the strategic planning process .

Membership of Member State

- 3.6 Membership of the Member State shall be open to all individuals or organisations within that State or Territory who wish to participate in volleyball, regardless of gender, religion, race, political persuasion, age, socio-economic status, class or personal interest.
- 3.7 The Member State acknowledges and agrees that before membership to the Member State is accepted, the applicant must agree to accept the obligations of membership as provided in the Constitution and By-Laws of the Member State and VA.
- 3.8 Any person or organisation which is unfinancial or disqualified by either the VA or the Member State, shall be ineligible for membership of any other Member State. Overseas players shall not be eligible for membership of any Member States until relevant clearances are presented, according to FIVB regulations.
- 3.9 The Member State will maintain a register of individual members in accordance with the National Database Agreement or otherwise in accordance with the VA Constitution.

National Membership Levy

- 3.10 VA shall render an invoice for capitation fees to the Member State based on information generated by the national database. Upon the invoice being rendered to the Member State by VA, payment of the invoice is due to VA within 30 days.
- 3.11 The Member State:
- (a) will promptly pay its capitation fees to VA as and when they fall due; and
 - (b) acknowledges and agrees that in accordance with Rule 6 of the VA Constitution, that failure to pay all or part of its capitation fees within 60 days from the date on which such fees are due and payable, will result in all the Member States' rights being immediately suspended.
- 3.12 To facilitate implementation of any alterations to the National Membership Levy structure changes must be notified to the Member State by 30 June each year for implementation from 1 July in the following year, unless otherwise agreed by VA and the Member State.

Implementation of Commitments

- 3.13 VA and the Member State will do all acts and execute all appropriate documentation to implement each of their commitments under this Charter without undue delay. In implementing the commitments, each party agrees with each other party that they will act at all times in complete accord with their mutual intent and desire to administer, develop and promote the sport of volleyball for their joint benefit and that each commitment will be interpreted in accordance with this mutual intent.
- 3.14 VA and Member States agree to communicate with and keep each other fully informed of all its activities and initiatives and undertakes not to do or allow any acts or omissions to be done which will bring the name of VA or the sport of volleyball into disrepute.
- 3.15 VA will facilitate meetings between VA and representatives of the Member States, including but not necessarily limited to Presidents, General Managers, Development Managers, Referee and Coach representatives, in order to facilitate ongoing consultation in regard to the administration, development, and promotion of volleyball in Australia. Such meetings will be held at least annually.

Intellectual Property

- 3.16 The Member State acknowledges and agrees:
- (a) that there is considerable goodwill and value in the Intellectual Property;
 - (b) that ownership of the Intellectual Property resides with VA and that VA has the exclusive legal right to use, license and/or sell the brands and / or Intellectual Property;
 - (c) it will do all within its power to protect and preserve the Intellectual Property including promptly notifying VA of any breach or potential breach by a third party; and
 - (d) it will seek the prior written authorisation of VA to use the Intellectual Property and will at no time alter or amend the integrity of such intellectual property without VA's prior written approval.
- 3.17 VA agrees that the Member State will have a license to the Intellectual Property as long as it remains in compliance with this Charter and any other license conditions that the VA determine are relevant to the Intellectual Property to be used by the Member State holding a license.

Compliance

- 3.18 VA and the Member State will:
- (a) acknowledge in their Constitution/Rules of Association the operation and obligations of this Charter; and
 - (b) comply with the responsibilities as outlined in the VA Constitution and this Charter.
- 3.19 The Member State will comply with, and assist in the implementation of all decisions made by the VA Board that comply with this Charter and the constituent documents of VA.

Compliance Review

- 3.20 Compliance with this Charter by all parties shall be reported annually to a meeting of the VA Board in conjunction with other regular reporting schedules. Exception reports detailing any party's failure (if any) to comply with the obligations under this Charter will be tabled as required.
- 3.21 A formal review of VA's and the Member State compliance with this Charter may be conducted at the direction of the VA Board where the VA Board or more than one Member State considers that compliance may not have occurred.
- 3.22 The Member State may call upon the VA for assistance if unable to continue to comply with this Charter, or if non-compliance is predicted or experienced.

4. NON COMPLIANCE

Consequence of VA Non-Compliance

- 4.1 VA understands and accepts that VA may be disciplined or sanctioned for non-compliance with the VA Constitution and/or a breach of this Charter.
- 4.2 The discipline of VA will be in accordance with this Charter, the VA Constitution and the VA Dispute Resolution & Consequence Management Policy, as amended from time to time.
- 4.3 Member States can bring to VA directly, or as part of the Executive Commission, a notice of non-compliance or breach of its obligations under this Charter.
- 4.4 Any breach of this Charter by VA does not limit or diminish the responsibilities or obligations of the Member State.

Consequence of Member State Non-Compliance

- 4.5 The Member State understands and accepts that the Member State may be disciplined or sanctioned for non-compliance with the VA Constitution and/or a breach of this Charter.
- 4.6 The discipline of the Member State will be in accordance with this Charter, the VA Constitution and the VA Dispute Resolution & Consequence Management Policy, as amended from time to time.
- 4.7 Any breach of this Charter by the Member State does not limit or diminish the responsibilities or obligations of VA.

Non-Compliance by either the VA or the Member State

- 4.8 The Member State can bring to VA notice of issues of non-compliance. VA Board is obligated to respond to the Member within 30 days of the receipt of the notice.

If the notice is directly from the Member States, 2 or more Member States must be signatories to this notice.

- 4.9 VA can bring to the Member State notice of issues of non-compliance. The Member State's Board is obligated to respond to the VA within 30 days of the receipt of the notice.

- 4.10 If the organisation issuing the notice in items 4.8 or 4.9 (i.e. the VA or the Member State) is not satisfied with the response, then they may pursue dispute resolution.

- 4.11 If the receiving organisation of the notice in items 4.8 or 4.9 (i.e. the VA or the Member State) offers a remedy to the notice, the issuing organisation of the notice must either;

- (a) accept in writing (within 30 days) this remedy; or
- (b) pursue dispute resolution.

Any remedy submitted must include a detailed time frame.

- 4.12 If the organisation which has offered an accepted remedy does not meet the obligations of this remedy, then the other organisation may immediately pursue dispute resolution.

Dispute Resolution

- 4.13 In the event of any dispute between the parties arising out of this Charter (including but not limited to the application or interpretation of this Charter), the parties agree to the following process to obtain a resolution to such dispute:
- (a) attempt to negotiate an agreed resolution in good faith within 14 days of a dispute occurring;
 - (b) failing agreement in (a), to refer the matter to a Dispute Resolution Panel in accordance with the VA Dispute Resolution & Consequence Management Policy to mediate the dispute; and
 - (c) failing agreement in (b) one of the parties may refer the matter to arbitration in accordance with the Commercial Arbitration Act. The decision of the arbitrator shall be final and binding.

5. VARIATION AND TERMINATION

Variation

- 5.1 This Charter may not be amended or modified in any way or manner except as agreed by both parties in writing and approved by both:
- a special resolution by the parties at a General Meeting; and
 - an ordinary resolution of the VA Board.

Termination

- 5.2 Termination of this Charter by the Member State will be interpreted to be termination of the Member State's membership of VA and the Member State will no longer be considered a member of VA nor enjoy the rights and privileges of membership from the date of termination of this Charter.
- 5.3 In accordance with clauses 3.11 Member States shall be responsible for settling all financial obligations that existed at the time of termination.

6. MISCELLANEOUS

No Waiver

- 6.1 A party's right to enforce this Charter will not be prejudiced or restricted by any forbearance, delay or indulgence on its part in enforcing this Charter.
- 6.2 If a party waives a right under this Charter, this does not operate as a waiver of a subsequent breach of this right or any other right under this Charter.

Severance

- 6.3 Should any provision of this Charter or the application of this Charter be held invalid or unenforceable by a Court of competent jurisdiction then the remainder of this Charter and the application of this Charter other than those provisions which have been held invalid or unenforceable will not be affected and will continue to be valid and enforceable to the fullest extent permitted by law or equity.

Governing Law

- 6.4 This Charter is governed by and is to be construed in accordance with the laws applicable to the Australian Capital Territory and the effects to be given to any breach of this Charter will be determined by the Courts of that Territory in accordance with such laws.

General Warranties

- 6.5 Each party represents and warrants to each other party that (except as expressly disclosed in this Charter or consented to by the other party) each of the following statements is true and correct and will be true and correct at the date of this Charter:
- (a) it is a duly incorporated body and validly existing under the laws of the place of its incorporation;
 - (b) it has the power to enter into and perform its obligations under this Charter to carry out the transactions contemplated by this Charter and to carry on its business as now conducted or contemplated;
 - (c) it has taken all necessary action to authorise the entry into and performance of this Charter and to carry out the transactions contemplated by this Charter;
 - (d) this Charter is valid and binding obligation enforceable in accordance with its terms; and
 - (e) each individual executing this Charter on behalf of a party represents and confirms that he or she has the full authority and consent of the party on whose behalf he or she executes this Charter to bind such party to the terms and conditions of this Charter and the obligations of such party to perform and observe this Charter will not be waived by any subsequent claim that such person did not have the requisite authority and consent.

EXECUTED by the parties.

SIGNED for and on behalf of the

VOLLEYBALL AUSTRALIA LTD

[insert title]

Name (in block letters)

Dated:

SIGNED for and on behalf of the

MEMBER STATE

[insert title]

Name (in block letters)

Dated:

Schedules

Schedule List
Schedule 1: Values and Code of Conduct
Schedule 2: Consequence framework

Schedule 1: VA Values and Code of Conduct

Name: Volleyball Australia Values and Code of Conduct

Adopted by: Volleyball Australia Board and State delegates

Date adopted:

1. Introduction

Our culture is what our employees, members, volleyball athletes, key stakeholders and our community experience every time they interact with us. This culture is created through our values and expectations of behaviour which build our reputation and add value to the way we work together and the outcomes we can achieve for our sport.

2. Purpose

The purpose of the Values and Code of Conduct is to clearly articulate how we will work together collaboratively to deliver whole of sport strategic objectives.

3. Scope

This policy applies to all members of Volleyball Australia, including VA Board and Member State Board members.

4. Values

Volleyball Australia's core values are diversification, inclusivity, equity, respect, pride, integrity and commitment.

We will uphold these values in all aspects of our work and relationships by:

- doing what we say we will do and deliver on our promises,
- speaking up and having open, honest and constructive conversations,
- valuing differences and encourage everyone to make a contribution,
- considering others' views, share their ideas and actively listen to each other,
- supporting collective decisions rather than compete with each other,
- working cooperatively to achieve agreed goals and actively support them for the good of volleyball in Australia,
- sharing ideas and resources to achieve agreed goals,
- supporting each other through change,
- communicating in a timely manner,
- honouring our commitments,
- leveraging our collective resources to achieve agreed outcomes,
- conducting our business efficiently and effectively,
- setting ambitious goals and work to achieve them, and
- striving for high quality outcomes.

5. Code of Conduct

Volleyball Australia (VA) and the Member States agree to adopt this Code of Conduct to promote ethical, responsible and inclusive decision making by all parties and to ensure appropriate governance of the sport at State and National Level. The Code is based on a code of conduct for directors prepared by the Australian Institute of Company Directors.

The principles of the Code are:

VA and the Member States will uphold the values of diversification, inclusivity, equity, respect, pride, integrity and commitment.

- VA and the Member States will act honestly, in good faith and in the best interests of the organisation and volleyball as a whole.
- VA and the Member States will use due care and diligence in fulfilling the functions of their respective organisations and exercising the powers in accordance with their constitutions.
- VA and the Member States primary responsibility is to each other and their key stakeholders and as such each will respect the rights, dignity and worth of each other and these stakeholders.
- VA and the Member States will be fair, considerate and honest in all dealings with each other.
- VA and the Member States will make a commitment to providing quality service.
- VA and the Member States will be aware of and maintain an uncompromising adherence to Volleyball Australia's standards, rules, regulations and policies.
- VA and the Member States will operate within the terms of the Charter and the rules of the sport including national and state guidelines which govern Volleyball Australia, Member State Associations and their Affiliates.
- Employees and Directors of VA and the Member States will not allow personal interests, or the interests of any associated person, to conflict with the interests of their respective organisations.
- VA and the Member States will take all reasonable steps to implement the strategic whole of sport decisions taken by the VA Board after appropriate consultation.
- Confidential information received by a director in the course of the exercise of directorial duties remains the property of the organisation and it is improper to disclose it, or allow it to be disclosed, unless that disclosure has been authorised by the organisation, or the person from whom the

information is provided, or is required by law.

- VA and the Member States will not engage in conduct likely to bring the organisations into disrepute.
- VA and the Member States will at all times, agree to comply with the spirit, as well as the letter of the law and with the principles of the VA Charter.

Consultation or Advice

This Code of Conduct has been developed by VA after consultation with members of the Volleyball community to provide guidance for VA members and Boards.

<i>Review date</i>	
<i>October 2015</i>	

Schedule 2: Consequence Framework

Name: AVF Dispute Resolution and Consequence Management Policy

Policy Owner: VA Board

Approved by: Volleyball Australia Board

Date approved: 25 September 2012

1. Introduction

Occasionally disputes between Volleyball Australia and Member States may arise as a result of non-compliance with the Volleyball Australia Constitution and Charter. It is necessary to resolve these disputes in an open and transparent process to ensure all parties receive a fair opportunity to present their case.

2. Purpose

This policy sets out the terms of reference for the Disputes Resolution Panel and the consequences that may be applied as a result of the dispute resolution process.

3. Scope

This policy applies to VA and Member States.

4. Disputes Resolution Panel Terms of Reference

Name

The panel assessing any non-compliance of the Charter Agreement, shall be known as the "Charter Disputes Resolution Panel".

Composition of the Charter Disputes Resolution Panel

The Charter Disputes Resolution Panel will consist of;

- A chairperson who has the experience and skills suitable to the function of chairing a disputes panel
- Two Member State Board Members, from different States. The Member State requesting a "Dispute Resolution" should not be represented as one of these members.

Meeting of the Charter Disputes Resolution Panel

The Charter Disputes Resolution Panel may meet either via teleconference (cost to be borne by Volleyball Australia), or they may meet face to face.

Either Volleyball Australia or the Member State may request a face to face meeting of the Charter Disputes Resolution Panel.

If either Volleyball Australia or the Member State requests a face to face meeting, then the cost of this meeting will be borne by the organisation making this request.

The organisation of the Charter Disputes Resolution Panel meeting will be the responsibility of Volleyball Australia.

Conduct of Panel Hearings

The conduct of the Charter Disputes Resolution Panel shall follow procedural guidelines set out in the Volleyball Australia Disciplinary regulations.

Business to be conducted at the Meeting

During this meeting the Charter Disputes Resolution Panel may consider all submitted documents and call on any other evidence.

Volleyball Australia and the Member State has the right to present their position to the Charter Disputes Resolution Panel.

The Charter Disputes Resolution Panel has the right to ask questions from Volleyball Australia and / or Member State representative.

The Charter Disputes Resolution Panel must make a decision regarding the non-compliance.

This decision must:

- rate the severity of the non-compliance (None, Mild, Moderate, Severe).
- outline an outcome based on the severity of the non-compliance.

The agreed upon decision and outcome must be put in writing and sent to Volleyball Australia and the Member State, within 14 days of the Meeting.

Consequence options available to the Charter Disputes Resolution Panel

Below is a table of possible consequences available to the Charter Disputes Resolution Panel. This table is not exhaustive and the Charter Disputes Resolution Panel can determine the consequence of non-compliance providing it is reasonable and relevant and due process is followed.

Level of non-compliance	Possible Consequence
None	Dispute is dismissed
Mild	Indicate a level of support to assist the non-complying organisation meet its obligations
	Indicate an operational procedure which the non-complying organisation must adopt (e.g. an independent review of the organisation's policy, a change to the organisation's operational plan etc)
	Monetary fine (as fair compensation for the non-compliance)
Moderate	All of the above, plus
	In the case of a Member State non-compliance; Volleyball Australia is directed to "remove" that particular Member State from participating in an AVF and / or FIVB conducted sanctioned event. This event may or may not be related to the actual non-compliance.
Severe	All of the above, plus
	Call for an independent review of policies and / or personnel relevant to the non-compliance
	Call for a review by the relevant "government" organisation who the organisation is associated with (i.e. State Government for Member States and ASC for Volleyball Australia)

Authority of the Dispute Resolution Panel

The Charter Disputes Resolution Panel may only consider non-compliance with this Agreement

The Charter Disputes Resolution Panel's decision must be adhered to by all organisations.

Policy Review date	October 2015
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