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## KA TRIBUNAL - DISPUTE RESOLUTION

### Preamble

- A. The relationship between Australian Karting Association Ltd (**KA**), and the various State Karting Associations (**Ordinary Members**) is regulated by the Constitution of KA, a Memorandum Of Understanding between the two bodies (**MOU**) and KA Rules of Karting, Policies and Procedures (**RPP's**) promulgated from time to time by KA.
- B. The relationship between the Ordinary Members and their member Clubs is regulated by the Constitution of the various Ordinary Members and the RPP's promulgated from time to time by KA.
- C. The relationship between the Clubs and their members is regulated by the Constitution of the Club and the RPP's promulgated from time to time by KA.
- D. The MOU contains certain Dispute Resolution provisions that are designed to resolve any dispute under the terms of the MOU or matters that may need to be referred to the Board of KA to be resolved in the most cost effective and expeditious manner.
- E. The Code of Conduct contains certain provisions that are designed to provide for the hearing and determination of alleged breaches of the Code of Conduct in the most cost effective and expeditious manner.
- F. The KA Member Protection Policy (**MPP**) contains certain disciplinary and judicial functions to ensure that the objectives of the MPP are met at all times.
- G. It is envisaged that from time to time certain matters may arise that do not specifically fall under the scope of a Dispute under the terms of the MOU, an alleged breach of the Code of Conduct and/or the Member Protection Policy but that require investigation, hearing, determination, resolution, and discipline and these may be referred to the KA Tribunal by the Board or the CEO so as to be resolved in the most cost effective and expeditious manner.
- H. These regulations set out the procedures for the formation of an internal dispute resolution body, and provide it with its powers and frame work for the efficient resolution of any disputes that may arise.

### 1.1 Interpretation

In addition to the definitions in the KA Manual, these definitions set out the meaning of words used in this Policy and its attachments without limiting the ordinary and natural meaning of the words.

**Affiliated Member** means a Club or body affiliated with an Ordinary Member

**AGM** means the Annual General Meeting of KA

**KA** means Australian Karting Association Ltd trading as Karting Australia

**KA Tribunal** means this Tribunal

**KA Tribunal Member** means any of the three (3) Independent Persons appointed to the KA Tribunal in accordance with these rules

**Board** means the Board of KA

**Club** means a body that is affiliated with an Ordinary Member and that conducts regular Karting competitions

**Code Of Conduct** means a code that has been ratified by the Board to regulate the conduct of Members

**Constitution** means the Constitution of KA

**Dispute** means a dispute as defined in the MOU

**Independent Person** means a person who is not affiliated in any way whatsoever with an Ordinary Member or an Affiliated Member or a Club.

**KA Manual** means the Australian Karting Manual (the National Competition Rules.)

**Karting** means the sport of sprint kart racing in Australia

**Members** means Ordinary Members and Affiliated Members

**MOU** means the Memorandum Of Understanding signed by KA and an Ordinary Member in accordance with the Constitution

**MPP** means the KA Member Protection Policy

**Ordinary Member** means a State Karting Association or body affiliated with KA in accordance with the Constitution

**Rules of Karting** means all the provisions of the Australian Karting Manual (the National Competition Rules.)

## **1.2 Tribunal and Members**

- (a) There is a tribunal called the KA Tribunal.
- (b) One member of the KA Tribunal is to be appointed by the KA Tribunal Members as Chairperson of the KA Tribunal and the others are to be appointed as Deputy Chairpersons of the KA Tribunal.

## **1.3 Tribunal Objectives**

The objectives of the KA Tribunal are to as expeditiously as possible and at minimal cost, resolve disputes arising from the MOU and exercise the authority given to it by the MPP and the Code of Conduct, and in exercising its power have regard to the welfare, needs and interests of Karting generally, KA, Ordinary Members and Affiliated Members of KA.

#### **1.4 Appointment of Members**

Subject to 1.5(c), all KA Tribunal Members must be approved by the Ordinary Members present and entitled to vote at the AGM with a majority of those present and entitled to vote approving the appointment.

#### **1.5 Term of Appointment**

- (a) At the AGM the Board will recommend a list of no more than 5 Independent Persons to fill positions on the KA Tribunal.
- (b) The Ordinary Members of KA did, at the 2014 AGM, appoint to the KA Tribunal two (2) Independent Persons for a two-year term and one (1) Independent Person for a one-year term (the person who shall have received the third highest tally of votes at the AGM.) Hereafter each KA Tribunal member shall be appointed for a two (2) year term.
- (c) In the event the Ordinary Members of KA are unable, for whatever reason, to appoint the full quota of three (3) KA Tribunal Members, the KA Board will appoint as many Independent Persons as KA Tribunal Members as required to fill the three (3) person quota.
- (d) In the event a proceeding in the KA Tribunal has not been completed prior to the end of the year of appointment, the KA Tribunal Members will continue to take part in the proceeding until the proceeding has been concluded. A proceeding will not be concluded unless a publication of the decision has occurred pursuant to clause 1.13.

#### **1.6 Resignation of an KA Tribunal Member**

- (a) Upon the resignation of a KA Tribunal Member the Board shall appoint a replacement pursuant to clause 1.6(b).
- (b) Should the number of KA Tribunal Members fall below three (3), the KA Board will appoint an Independent Person as a KA Tribunal Member until the next AGM of the members of KA, where upon the members of KA will appoint a new KA Tribunal Member pursuant to clause 1.4

#### **1.7 Jurisdiction and powers of the KA Tribunal**

The KA Tribunal has jurisdiction to investigate, hear, determine, rule on and declare judgement on any matters referred to it in relation to:

- (a) all disputes arising out of the MOU;
- (b) any matter arising out of the Code of Conduct; and
- (c) any matter referred to it in accordance with the KA Member Protection Policy
- (d) any other matter referred to it by the KA Board or the CEO.

## **1.8 Impose and recommend penalties**

At the conclusion of any matter referred to it, the KA Tribunal may impose and/or recommend to the KA Board the imposition of such penalties as it feels are appropriate.

## **1.9 Decisions**

The KA Tribunal's decisions in a proceeding is by way of a majority decision of the KA Tribunal Members in the proceedings.

## **1.10 Procedures of KA Tribunal**

In the exercise of its jurisdiction the KA Tribunal:

- (a) must observe natural justice; and
- (b) must proceed expeditiously with as little formality and technicality as is consistent with a fair and proper consideration of the matter before it; and
- (c) is not bound by rules of practice as to evidence and may inform itself on any matter as it considers appropriate which includes engaging external experts to investigate and provide reports on any matter; and
- (d) may regulate its procedures as it considers appropriate in the circumstances.

## **1.11 Constitution of the KA Tribunal**

- (a) The KA Tribunal shall consist of up to three (3) KA Tribunal Members; however a quorum of the Tribunal shall be two (2) members.
- (b) For the purpose of exercising its jurisdiction pursuant to clause 1.11, the KA Tribunal is properly constituted by the KA Tribunal chairperson, or the delegate of the chairperson who must be a KA Tribunal Member.

## **1.12 Directions**

- (a) The KA Tribunal may hold a conference for considering, or giving directions at or after the conference, about any matter or proceeding in its jurisdiction.
- (b) Without limiting subsection (a) and having regard to clause 1.9, the KA Tribunal may consider or give directions about the following as it considers appropriate –
  - (i) the conduct of the matter or proceeding;
  - (ii) the requirement for the parties to give discovery or allow inspections of evidentiary material;
  - (iii) the requirement for the parties to file pleadings;
  - (iv) in exceptional circumstances only, giving a party leave to be represented by a lawyer;
  - (v) striking out the matter or proceeding on the ground that it is vexatious or frivolous.
- (c) A conference may be held and directions given –

- (i) on the application of a Member or on the KA Tribunal's own initiative; and
  - (ii) before a matter or proceeding commences or at any time during the matter or proceedings.
- (d) A direction given by the KA Tribunal under this clause is binding on the parties.

### **1.13 Publication of Decisions**

Decisions made by the KA Tribunal are to be printed and distributed to the Ordinary Members within thirty (30) days of the conclusion of the KA Tribunal proceeding, unless special circumstances exist.

### **1.14 Decisions Binding**

- (a) The parties agree that any decision of the KA Tribunal is binding;
- (b) A participant in a proceeding before the KA Tribunal, who is dissatisfied with the KA Tribunal's decision may appeal to a Civil Court or Tribunal or competent jurisdiction against the decision.

### **1.15 Reasonable Costs**

Any reasonable costs including legal costs incurred by the KA Tribunal or its members in defending its findings or decisions will be paid for in full by KA.

### **1.16 Proper Exercise of Power**

It is a proper exercise of power for the KA Tribunal (if it so wishes) to rely on previous findings where it has previously considered an issue.

## **2 KA Tribunal remedies to be exhausted**

The parties to the MOU agree that they will not become a party to any suit at law or in equity against the other parties until the remedies provided by the KA Tribunal have been exhausted.

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### **Policy Manager**

Manager – CEO