

BYLAW	Governance
TITLE:	Team Members ByLaw
AREA:	Governance
RESPONSIBILITY:	Chief Executive Officer
DATE APPROVED:	31 st October 2012
APPROVED BY:	Paddle Australia Board
NEXT REVIEW:	

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1. DESCRIPTION

- 1.1. The Board of PA adopted this Bylaw on the 13 May 2009 under Rule 34 of the PA Constitution. The Bylaw sets out the obligations of any member who is selected to become a member of any team or squad established by PA.
- 1.2. Paddle Australia is the body recognised by the International Canoe Federation ("ICF") as responsible for the accreditation and participation of representatives from Australia in canoeing championships conducted overseas and in Australia.
- 1.3. This Bylaw applies to any person who has been selected to:
 - a) Become a member of a team or squad;
 - b) Participate in a PA Training Camp (whether or not they are a member of any team or squad) Unless otherwise determined by PA in writing.

2. DEFINITIONS

In this Agreement, the following terms have the meanings indicated, unless the context requires otherwise:

"Athlete"	means a person who has been chosen by the Selection Panel to be a member of the relevant squad and/or team for the relevant event or events in their Discipline as set out in the PA Selection Procedures Bylaw
"Athlete Sponsors"	means those sponsors notified by the Athlete to the CEO in writing from time to time;
"Championships"	means any race, match or competition where the Athlete competes as a member of the Team;
"Disciplinary Tribunal"	means the disciplinary tribunal convened under the PA Disciplinary Measures Bylaw and/or Member Protection Bylaw;
"National Sponsors"	means those PA sponsors advised to the Athlete in writing;
"Team"	means the team and/or squad to which the Athlete has been selected;
"Team Management"	includes the CEO, Team Manager, National Coach, and any coach or other official appointed by Paddle Australia from time to time for the purpose of a particular tour.

3. TERM

This Bylaw applies to an Athlete from the time of the Athlete's selection in the Team and continues for a period of 12 months, unless membership of the Team is terminated earlier under clause 8 ("**Breach and Termination**").

4. WHAT PADDLE AUSTRALIA PROVIDES

Paddle Australia may, in its absolute discretion, provide the Athlete as a member of the Team with the following benefits:

- 4.1. Coaching support from the National Coach(es) and other coaches, assistant coaches and experts considered necessary.
- 4.2. Medical, massage and physiotherapy treatment and facilities.
- 4.3. Transport, accommodation and subsistence as determined by Paddle Australia on designated Team tours and activities.
 - a) Administrative support to enable the Athlete to participate in events at Championships.
 - b) Team uniform, clothing, competition and training apparel and other items of clothing considered necessary for the Athlete to travel to and from and compete in Championships, and for other specified occasions.
 - c) Travel Insurance;
 - d) Sports science and sports medicine advice and support.
 - e) Canoeing equipment considered necessary from time to time.

5. ATHLETE'S OBLIGATIONS

The Athlete will:

- 5.1. Remain as a registered financial member of a State Association or Affiliated Club;
- 5.2. Obey all reasonable directions given by Team Management and any person appointed to implement those directions including to attend and participate in, to the best of the Athlete's ability, all competitions, training sessions, camps, and Team meetings and shall comply with and observe the Constitution, Bylaws, Codes and regulations and any determination, resolution or policy which may be made or passed by the Board, Council or any duly authorised committee of PA;
- 5.3. Unless expressly permitted by Team Management or if under the age of 18, not consume alcohol whilst engaged on a Team Training Camp or Tour.
- 5.4. Not enter into any contract, arrangement, or understanding that would prevent the Athlete from complying with this Bylaw.
- 5.5. Wear only official Team uniform, clothing, competition and training apparel as provided by Paddle Australia when traveling to and from and competing in Championships including during training and on other specified occasions, regardless of any conflict between Paddle Australia's sponsors and the Athlete's pre-existing sponsor/s, unless prior permission has been obtained from Team Management.
- 5.6. On Paddle Australia's request, submit to a complete physical examination (at Paddle Australia's expense) before the start of any Championships.

- 5.7. Acknowledge that failure to achieve a level of physical fitness necessary to compete in any Championships will result in suspension of the benefits that would otherwise have been provided by Paddle Australia to the Athlete under clause 4 until the Athlete submits to another complete physical examination and is passed fit to compete as a member of the Team.
- 5.8. Comply with the all PA rules, Bylaws and Codes.
- 5.9. Unless otherwise authorised in writing, travel from Team activities and Championships on the dates and in the manner directed by Team Management.
- 5.10. Irrevocably submit himself or herself to the authority of Paddle Australia's Disciplinary Tribunal, and abide by any decision of the Disciplinary Tribunal properly reached in accordance with the provisions of PA Disciplinary Measures Bylaw and/or Member Protection Bylaw.
- 5.11. If and when requested to do so by Team Management, contribute by way of money and/or equipment to his or her own preparation for and participation in Championships. Such monies must be paid prior to departure for any Championships.
- 5.12. Observe and comply with Paddle Australia's Anti-doping Bylaw, the ICF, ASC and AOC Anti-Doping Policy's (however named) including submitting to the penalties ordered by either or all.
- 5.13. Comply with all requests from PA to provide accurate contact details and relevant information pertaining to training venues, times and competition schedules on a quarterly basis, or when otherwise required, via an Athlete Contact Information Form.

6. PROMOTION AND PUBLICITY

6.1. Media

- a) The Athlete must at all reasonable time when requested to do so by Team Management, give interviews to television, radio, newspaper, electronic media or magazine journalists.
- b) During such interviews the Athlete may discuss his or her own athletic performance but must not under any circumstances make negative comment regarding the performance of any other Team member or make any comment in relation to the policies, management or discipline of the Team or of Paddle Australia.
- c) The Athlete must not write or cause to be written (whether or not under his or her own name) or permit to be published articles to the press or engage in any radio or television broadcast or give any interviews to the press in the course of which the Athlete is, in the opinion of Team Management, abusive or defamatory of Paddle Australia, opponents, Championship hosts, fellow Team members, or brings Paddle Australia or the sport of canoeing into disrepute.

6.2. Use of Personality

The Athlete grants Paddle Australia the non-exclusive rights to use, and to authorise any other person to use, the Athlete's name, image, likeness, reputation and other indicia of identity ("Personality") for commercial and promotional purpose, including but not limited to licensing, endorsements, advertising, promotions, merchandising, memorabilia, events and marketing.

6.3. Promotional Activities

The Athlete will make himself or herself available on reasonable notice to participate in all sponsorships, endorsements, personal appearances, advertising and other marketing activities (“Promotional Activities”) arranged to promote National Sponsors or Paddle Australia (except where they conflict with any preexisting contract entered into by the Athlete the existence of which is notified to Paddle Australia upon selection to the Team).

Paddle Australia may require the Athlete to wear the Team uniform or any other relevant items of clothing during Promotional Activities.

The Athlete will participate in Promotional Activities at no cost or charge to Paddle Australia other than reasonable expenses incurred by the Athlete in participating.

6.4. No conflicting sponsors

If the Athlete obtains the prior written approval of the CEO, Paddle Australia will not prevent the Athlete from appearing and participating in any Promotional Activities for the Athlete’s Sponsors, providing:

- a) the products or business of the Athlete’s Sponsors do not conflict with or prejudice the products or business of National Sponsors;
- b) the products or business of the Athlete’s Sponsors do not suggest an association with Paddle Australia and do not bring Paddle Australia or the sport of canoeing into disrepute; and
- c) the Promotional Activities do not conflict with any required Team commitment (including, but not limited to, training, Team meetings, Team, selection events, social functions and Championships).

Subject to this clause, the CEO will not unreasonably withhold his or her approval.

6.5. Intellectual Property of Paddle Australia

The Athlete must not use any intellectual property of Paddle Australia including, but not limited to, any registered or unregistered trade mark, logo, design or any item of Paddle Australia uniform or apparel or any component of any of them, without the prior written consent of the CEO.

6.6. Assignment of copyright

To the extent the Athlete has any, the Athlete assigns to Paddle Australia all copyright and other rights arising out of the use of the Athlete’s Personality or any Promotional Activities undertaken by the Athlete on behalf of the National Sponsors or Paddle Australia.

Paddle Australia may use any films or photographs of the Athlete made by or for Paddle Australia for any purpose Paddle Australia wants including, but not limited to, event entertainment packages, promotional materials, coaching and development materials and for publication in any Paddle Australia magazine or on the Paddle Australia Internet Site.

7. INJURY OR ILLNESS

- 7.1. The Athlete must immediately disclose to Team Management any illness and/or injury that may prejudice his or her participation in Championships and other Team activities.
- 7.2. The Athlete authorises any medical practitioner, sports scientist or therapist whom they have consulted during the 12 months prior to selection in the Team to provide details to Team Management of any illness and/or injury which the Athlete sustained or may sustain or of any pre-existing medical condition.
- 7.3. The information referred to in clauses 7.1 and 7.2 is to be required solely for the purposes of determining the Athlete's physical fitness. A determination will be made after consultation with a medical practitioner appointed by Paddle Australia from time to time and who is entitled to declare the Athlete fit or unfit for competition or training and during what period and any medical limitations or requirements upon the Athlete's training or competition program.
- 7.4. Any detection of any prohibited drug stimulant or practice as specified by the International Olympic Committee Medical Commission in its List of Doping Classes and Methods from time to time must be fully disclosed by the medical practitioner to the CEO.
- 7.5. Paddle Australia may retain any medical information obtained in respect of the Athlete and the results of any test or examinations carried out on the Athlete, provided such information does not identify the Athlete, once the Athlete is no longer a member of the Team or has retired from competitive Canoeing, for use in research and publication in medical or scientific papers provided that the Athlete is not named or identified.

8. BREACH AND TERMINATION

- 8.1. In the event of any breach of this Bylaw, the Athlete will be liable to any of the following sanctions at the discretion of Team Management:
 - a) caution or reprimand;
 - b) suspension or termination of membership of the Team (including sending the Athlete back to his or her usual residence at the Athlete's expense);
 - c) withhold and/or forfeit from the Athlete any sum of money (including reimbursement of expenses) which would otherwise be payable under this bylaw;
 - d) restrict or withhold any benefit the Athlete is entitled to under this bylaw; or
 - e) a request to appear, as soon as is practicable, along with an advocate or representative at the Athlete's expense before Paddle Australia's Disciplinary Tribunal.

During any period of suspension the obligations of the Athlete remain in full force and effect.
- 8.2. Paddle Australia may dismiss the Athlete from the Team and terminate this Agreement if the Athlete:
 - a) is in breach of any provision of this Bylaw and/or any other Paddle Australia Bylaw;
 - b) brings PA or the sport of canoeing into disrepute;

- c) has an illness or injury which in the relevant Selection Panel's opinion prevents the Athlete from meeting the overall principles of selection as set out in the applicable selection criteria supplement.

PA shall notify the Athlete in writing of the alleged breach or grounds upon which it is proposed that s/he be withdrawn. The Athlete shall be given a reasonable opportunity (not being less than seven days) to provide reasons why s/he should not be withdrawn.

- 8.3. The Athlete may retire or withdraw from the Team and in doing so will automatically terminate this Agreement, by giving no less than fourteen days written notice to the CEO.

9. EXCLUSION OF LIABILITY

- 9.1. Paddle Australia (including its Directors, managers, employees, agents and independent contractors) will not be responsible or liable for any claim by any person whether in contract, tort, negligence or under any statute to the extent permitted Bylaw for:

- a) any injury, illness or other mishap howsoever caused which may be suffered by the Athlete; or

- b) loss or damage to any property of the Athlete,

in either case arising directly or indirectly out of this Agreement, including but not limited to, any traveling, disciplinary action, selection decision, competition, training or function of whatsoever nature.

- 9.2. The Athlete indemnifies and releases and at all times indemnifies and releases Paddle Australia (including its Directors, managers, employees, agents and independent contractors) from and against all actions, suits, proceedings, claims, demands, costs and expenses which may be incurred by the Athlete or taken or made against Paddle Australia in connection with, or arising out of any loss, damage or injury except to the extent that it is due to the gross negligence on the part of Paddle Australia.

10. DISPUTES

- 10.1. Pursuant to Paddle Australia's Appeals Bylaw, each party will first attempt to resolve any dispute arising from this Bylaw by consultation and mediation. Only if consultation and mediation is unsuccessful will the internal appeals procedure of Paddle Australia to an Appeal Tribunal be enacted. Any decision of the Appeal Tribunal will be subject to one final avenue of appeal to the Court of Arbitration for Sport, which shall be the final arbitrator of the matter.

11. UNREASONABLE RESTRICTIONS

This Bylaw may restrict the Athlete's freedom to exploit his or her Personality. The Athlete agrees that such restraints are necessary and reasonable to protect the source of revenue from the Promotional Activities of Paddle Australia and National Sponsors, which are necessary to enable Paddle Australia to fund and assist the Team as a whole, the activities of the Team at Championships and to promote and develop Canoeing throughout Australia.

12. PROPER LAW

This Agreement is governed by the laws of the State of New South Wales.

13. GUARDIAN

If the Athlete is under 18 years old the Guardian must agree with the terms of this Bylaw and will ensure as far as he or she is able as the Athlete's Guardian that the Athlete carries out his or her obligations under this Agreement.

14. ACKNOWLEDGEMENT

The Athlete agrees to abide by the terms and conditions of this Bylaw and acknowledges such agreement by signing the applicable application form as required to be eligible for selection to a Team or Squad. Failure to sign the acknowledgement constitutes a withdrawal from the Team.