



Case number: NST-E25-172063

Case Title: Motorcycling Australia v Peter Campain

Determination

National Sports Tribunal General Division

sitting in the following composition:

Member Nicolas Humzy-Hancock

in the arbitration between

Motorcycling Australia

(Applicant)

Represented by Ian Fullagar, Legal Counsel

And

Peter Campain

(Respondent)

Represented by Jo Byrne, Solicitor



PARTIES

1. This arbitration involves the determination of disciplinary proceedings brought against Mr Peter Campain (the **Respondent**), by Motorcycling Australia (the **Applicant**).
2. The Applicant is the national governing body for motorcycling competitions in Australia.
3. The Respondent is the President of Motorcycling Western Australia Incorporated (**MWA**), which is a member State body of the Applicant.

NST JURISDICTION

4. The jurisdiction of the NST is engaged by section 23(1)(b)(ii) of the *National Sports Tribunal Act 2019* (Cth) (**NST Act**), via the mutual agreement of the Parties to refer the dispute to the General Division of the NST.

INTRODUCTION

5. Below is a summary of the relevant facts and allegations based on the Parties' written submissions and evidence. Additional facts and allegations found in the Parties' written submissions and evidence may be set out, where relevant, in connection with the legal discussion that follows.
6. While the Member has considered all facts, allegations, legal argument, and evidence submitted by the parties in the present proceedings, the Member refers in his Determination only to the submissions and evidence considered necessary to explain the reasoning.

PROCEEDINGS BEFORE THE NST

7. On 20 December 2024, the Respondent received from the Applicant a Show Cause Notice.
8. The Applicant alleges that the Respondent breached:
 - (a) Motorcycling Australia Ltd ACN 057 830 083 Constitution adopted 29 May 2021 (**Constitution**) and policies by publishing, or causing to be published, a number of social media posts; and
 - (b) the confidentiality obligations within a Delegation of Authority Agreement between the Applicant and MWA dated 30 September 2024, by publishing, or causing to be published, extracts of same on social media (the **Allegations**).
9. The Respondent was the President of MWA at the time that the Allegations occurred.
10. On 31 March 2025, the NST received an application from the Applicant (the **Application**).
11. On 3 April 2025, the NST validated the Application.

12. On 15 April 2025, the Parties attended a NST Preliminary Conference, and confirmed their agreement for the dispute to be arbitrated in the NST General Division.
13. On 19 May 2025, the Parties attended a Pre-Hearing before the Member, where it was agreed that this matter was to be heard de novo, to determine whether the Respondent breached the Constitution, and any other Motorcycling Australia policy or document, and to apply sanctions (if any).
14. On 27 May 2025, the Parties executed an arbitration agreement (the **Agreement**).
15. The Agreement provided for the following procedural timetable for the filing and service of submissions and evidence:
 - (a) for the Applicant to file with the NST Registry and serve on the Respondent written submissions, any statements so evidence upon which it intends to rely, bundle of documents upon which it intends to rely, a list of authorities on which it intends to rely (if any), and a list of the witnesses it requires to be called, by **12:00pm AEST on Wednesday 28 May 2025**;
 - (b) for the Respondent to file with the NST Registry and serve on the Applicant written submissions, any statements of evidence upon which he intends to rely, bundle of documents upon which he intends to rely, a list of authorities on which he intends to rely (if any); and a list of the witnesses he requires to be called (if any), by **12:00pm AEST on Wednesday, 11 June 2025**; and
 - (c) for the Applicant to file with [the NST Registry] and serve on the Respondent written submissions in reply, and any statements of evidence in reply, by **12:00pm AEST on Wednesday, 18 June 2025**.
16. The Parties filed and served submissions and evidence according to this procedural timetable, as well as via the mutual consent for slight extensions of time to do so, where appropriate.
17. Under the Application, the Applicant seeks that the following sanctions be applied to the Respondent:
 - (a) the Respondent be issued with a reprimand;
 - (b) the Respondent be tasked with apologising to the Applicant and MWA;
 - (c) the Respondent be barred from holding a Motorcycling Australia membership for three years, with two years of such suspended, based upon the Respondent agreeing to both:
 - (i) a good behaviour agreement; and
 - (ii) a private deed of release with the Applicant; and

- (d) the Respondent be mandated to complete the Australian Sports Commission Director's Course (the **Applicant Outcomes**).
18. The Respondent seeks that the Allegations be dismissed, and therefore no sanction(s) be applied.
19. On 19 June 2025, the Parties consented for the matter to be heard on the papers.

THE EVIDENCE

Social Media Posts

20. It is not disputed that the Respondent made the following social media posts on 16 December 2024 (collectively referred to as the **Social Media Posts**):

- (a) *Most competition license holders have been sent an email from the President of Motorcycling Australia talking about the voting for a new constitution. Given Roy has given you his distorted view of the universe I thought I should tell you what it looks like from WA.*

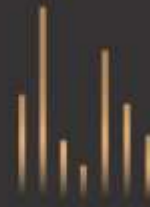
For a number of years MA has been working toward a structure where the state bodies cease to exist and everything is run from Melbourne. Granted MWA has had its issues however I think over the last year we have made big steps toward becoming the governing body that the members deserve.

Run the sport from Melbourne think Ridernet or the loss of the MX practice permits this year which was dictated by MA after one significant accident in all the years it ran. If you pick up the MOM's try to find a page without a typo.

This time of the year in 2022 and 2023 you may have heard all the noise over insurance renewals. In each year MA who is the sole owner of the Applicant IL, the MA insurance company, have used this to pressure the State Bodies to give up ground in the management of the sport.

*This year we have been through two rounds of it. A few months ago the states were given new affiliation agreements to sign and told to sign or no insurance. The new agreements have a lot of conditions and the worst relates to insurance. If there is an accident to rider or member of the public and the track is not fully compliant to the MA standards (to my knowledge no tracks in the country are), if the officials are found not to have applied the rules properly, if the event does not comply to all MA policies including those that have never been published anywhere they can be found or there is a conflict of interest at the event then MA reserves the right to cancel the insurance cover **after the event**.*

If you are from a regional club read the MA medical guidelines, if you can't get the required people much less afford them then an incident can see the insurance revoked because of the medical cover whether relevant or not. If you are from any club in the State that has multiple officials from the same family (which club does not) and they work at the same event it's a conflict but you won't be able to assess how serious it is because you can't find the policy to read it.



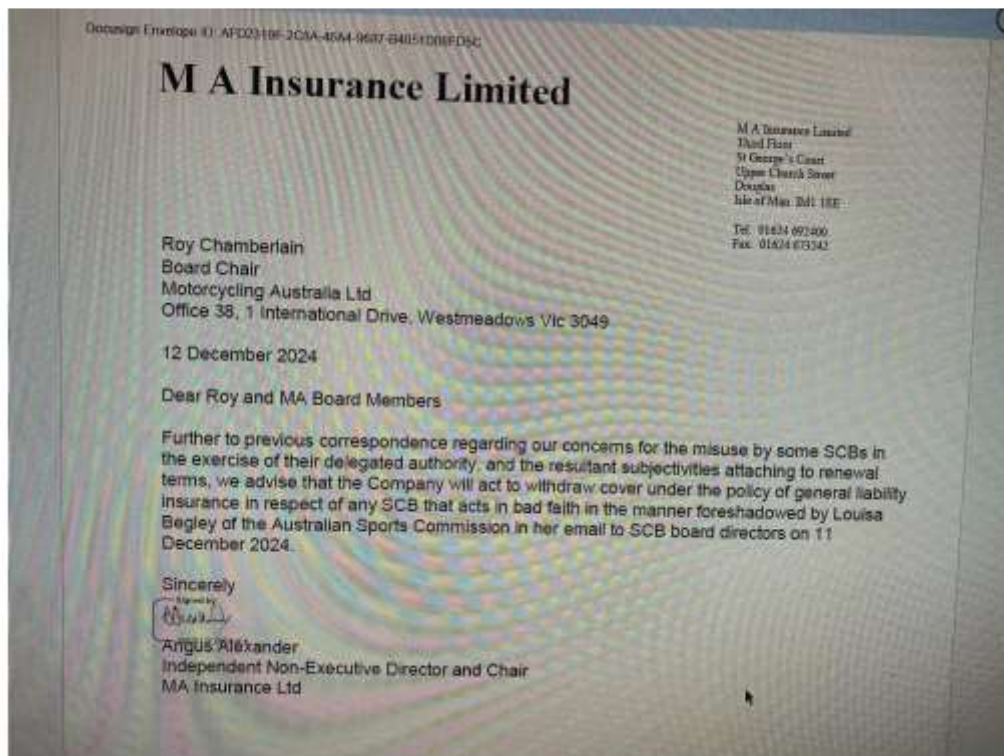
The current barney is over a new constitution for MA. The proposed new constitution removes all state rights and allows MA to dictate what goes into the state constitutions, this then cascades to the clubs. The process to elect MA board effectively allows it to pick its own members regardless of what the states think. WA in concert with several other states engaged a law firm that was experienced in this area to give us advice on the new constitution. We were given a list of points to dispute that were not in the interests of the members and were not required by any legislation. The constitution committee was overseen by staff from the Australian Sports Commission whose view of how the sport should be run is very much aligned with MA and the ASC meeting chair refused to discuss any issue that did not suit them, so we are now required to vote on a constitution that four of the seven State bodies did not support through the negotiation stage. We now have the ASC threatening to remove their recognition of MA and the State bodies which takes out significant funding and MA threatening to remove the insurance.

MWA has been actively engaged in the current review process and always acted in good faith. We responded to the working group on the 3rd December saying that we were not happy with the process then without as much as an acknowledgement of that communication we get the current communications storm.

The MWA board is meeting next week to consider how the interests of the WA motorcycling community can be best served and what choice we have in this matter.

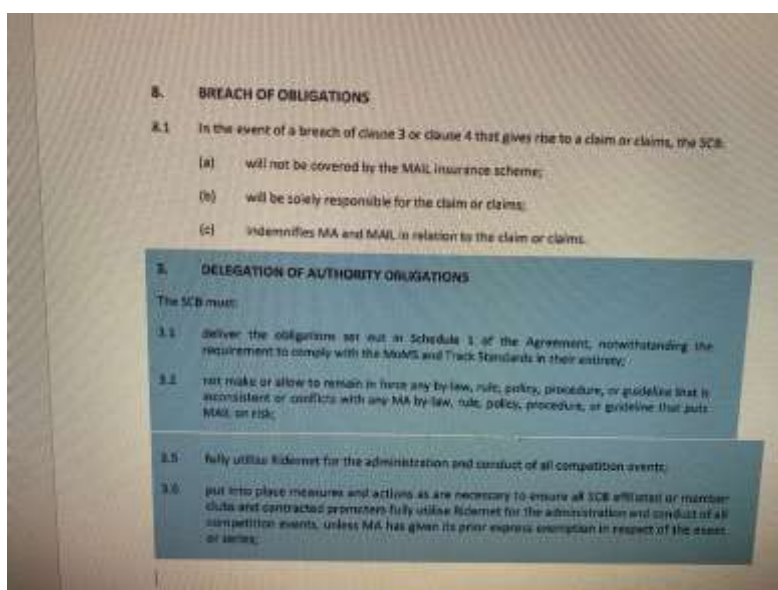
*Peter Campaign
President Motorcycling WA
(the **Facebook Post**)*

(b) *MA sticking a gun to the states ahead of meeting to be held next Thursday*



(the Insurance Post)

(c) *New the MA rules for 2025. Don't worry about event insurance as officials tickets all over WA will be hitting the bin when they read this*



(the Delegation of Authority Agreement Post)

21. The Facebook Post was reposted on "MC News" around the same time [Motorcycling WA President gives response to M.A. Constitution furore | MCNews](#) and was also reproduced in The Courier-Mail on or about 20 December 2024 (the **Publications**).

Documents

22. The relevant documents for consideration of the matter are:
- (a) the Constitution;
 - (b) Motorcycling Australia's Social Media Policy reviewed February 2020 (the **Social Media Policy**).
 - (c) Delegation of Authority Agreement between the Applicant and Motorcycling Western Australia dated 30 September 2024 (**Delegation**).

MAIN SUBMISSIONS OF THE PARTIES

Summary of Applicant's submissions

23. A brief summary of the Applicant submissions are:
- (a) Through the Social Media Posts, the Respondent breached multiple obligations under:
 - (i) the Constitution and Policies;
 - (ii) MWA Constitution;
 - (iii) Delegation of Authority Agreement between the Applicant and MWA; and
 - (iv) *Associations Incorporation Act 2015 (WA)*.
 - (b) The nature of the social media posts:
 - (i) criticised the Applicant's governance, insurance practices, and proposed constitutional changes;
 - (ii) alleged centralisation of control by the Applicant;
 - (iii) disclosed confidential information; and
 - (iv) contained commentary deemed prejudicial, defamatory, and inconsistent with the Applicant's principles.
 - (c) As a result of the Social Media Posts, the Respondent:
 - (i) breached director duties;



- (ii) placed MWA placed in breach of its Delegation of Authority Agreement with the Applicant;
 - (iii) caused damage to the reputation of the Applicant, MWA, and the sport; and
 - (iv) undermined governance and stakeholder confidence.
- 24. The Applicant alleges, that the Respondent violated several obligations under Clause 7.3 of the Constitution, as follows:
 - (a) Clause 7.3.2:
 - (i) Obligation: Members must conduct themselves consistently with the Applicant's objectives and principles, and in accordance with all provisions of the Constitution and policies.
 - (ii) Alleged Breach: The social media posts criticised the Applicant's governance and policies, which the Applicant claims were inconsistent with the Applicant's principles and objectives.
 - (b) Clause 7.3.3:
 - (i) Obligation: Members must comply with the Constitution.
 - (ii) Alleged Breach: The posts allegedly undermined the Applicant's authority and public image, violating the Constitution.
 - (c) Clause 7.3.4:
 - (i) Obligation: Members must comply with determinations, resolutions, and policies made by the Applicant's Board.
 - (ii) Alleged Breach: The posts disregarded the Applicant's adopted policies and publicly criticized board decisions.
 - (d) Clause 7.3.5:
 - (i) Obligation: Members must use their best endeavours to contribute to the realisation of the Applicant's objectives.
 - (ii) Alleged Breach: The conduct was portrayed as obstructive and damaging to the Applicant's strategic goals.
- 25. The Applicant's Board adopted a Social Media Policy under Clause 15 of the Constitution. The Applicant claims the Respondent breached the Social Media Policy in several ways:
 - (a) Key Social Media Policy provisions allegedly breached were:



- (i) criticism of the Applicant and its affiliates;
 - (ii) disclosure of confidential information;
 - (iii) posting defamatory or misleading content; and
 - (iv) failure to respect policy boundaries and guidance.
 - (b) Examples of alleged Social Media Policy breaches were:
 - (i) statements suggesting the Applicant was coercing state bodies; and
 - (ii) publication of internal documents and commentary deemed inflammatory.
26. As a member and director of MWA, the Respondent was bound by its Constitution. The Applicant alleges breaches under Clause 7.6 of the Constitution, as follows:
- (a) Clause 7.6.4.2:
 - (i) **Obligation:** Members must act consistently with MWA's objectives and principles and in accordance with its Constitution and policies.
 - (ii) **Alleged Breach:** The posts undermined MWA's alignment with the Applicant and its governance obligations.
 - (b) Clause 7.6.4.3:
 - (i) **Obligation:** Members must comply with the Applicant's Constitution and policies.
 - (ii) **Alleged Breach:** Violations of the Applicant's Constitution and Social Media Policy also breached MWA's obligations.
 - (c) Clause 10 of the Delegation of Authority Agreement between the Applicant and MWA requires confidentiality of proprietary information, and the Applicant alleges that the Respondent published extracts of the same on social media, which the Applicant claims was a clear breach of confidentiality.
27. As an officer of an incorporated association, the Respondent was subject to statutory duties under sections 44–49 of the *Associations Incorporation Act 2015 (WA)* (the **Incorporations Act**). Alleged breaches of the Incorporations Act include that the Respondent:
- (a) failed to act with care and diligence;
 - (b) failed to act in good faith in the best interests of the association;
 - (c) improperly used his position or information; and

- (d) undertook conduct prejudicial to the association's reputation and legal obligations.

Summary of Respondent's Submissions

28. The Respondent argues that although the *Briginshaw*¹ principle does not formally apply under the NST Act, its reasoning should guide the Member's assessment of serious allegations. The Respondent particularly emphasised that serious findings require clear and direct evidence, not indirect inferences or vague assertions.
29. The Respondent challenges the Applicant's claims of defamation, misconduct, and policy violations, asserting that the Applicant failed to identify specific defamatory words or demonstrate reputational harm. He argues that criticism is a valid and necessary part of governance and that his posts were factual and intended to inform members.
30. The Respondent invokes the iniquity rule, asserting that the disclosed paragraphs from the Delegation of Authority Agreement revealed potential insurance gaps affecting riders and volunteers. The Respondent argued that such disclosures are in the public interest and not protected by confidentiality under equity. Legal precedents are cited to support the disclosure of misdeeds or risks to public welfare.
31. The Respondent contends that the Applicant must prove public exposure and injury to reputation to establish disrepute. He maintains that his posts were factual, shared within a relevant community, and did not cause reputational damage. He cites case law to argue that disrepute requires tangible evidence of harm, which the Applicant has not provided.
32. The Respondent cites the Applicant's own objectives, such as promoting mutual trust, public interest, and transparency. He argues that his actions were consistent with these principles and aimed at informing members about governance and insurance issues.
33. The Respondent claims denial of procedural fairness, noting that his suspension occurred without a hearing, claiming that there are internal communications suggesting pre-judgment and bias, and argues that sanctions imposed without due process are void.
34. The Respondent requests that no sanctions be applied. If a penalty is deemed necessary, he argues that the existing suspension since 20 December 2024 is sufficient. He also requests that the Applicant bear the costs of the appeal and expresses willingness to proceed on the papers unless cross-examination is required.

MATTERS IN DISPUTE AND MERITS

Evidence

35. Whilst the Respondent's submissions are comprehensive and discuss application of various case law principles regarding matters such as standard of proof, I do not agree that in this matter the principles from *Briginshaw v Briginshaw* (1938) 60 CLR 336 apply. The applicable standard of

¹ *Briginshaw v Briginshaw* (1938) 60 CLR 336

proof is the balance of probabilities, as set out in section 55 of the *National Sports Tribunal (Practice and Procedure) Determination 2024*.

Intellectual Property Claims and Breaches under the *Associations Incorporation Act 2015 (WA)*

36. Both Parties have made submissions regarding breaches of Intellectual Property or the Incorporations Act, which the Member does not consider necessary to consider to establish whether there has been a breach under the Constitution in these proceedings.

Agreed factual matters

37. The Parties, helpfully in their submissions have agreed on the following facts:
- (a) the Applicant is the national governing body and MWA is a member State body and that the Respondent is President of MWA;
 - (b) the Respondent is a member of the Applicant;
 - (c) obligations of members of the Applicant are set out at clause 7.3 of the Constitution;
 - (d) the Respondent published the Social Media Posts on or around 16 December 2024 and that they were later removed by the Respondent, however, were reposted on MC News and reproduced in The Courier Mail on or about 20 December 2024;
 - (e) the Social Media Policy was adopted under clause 15 of the Constitution; and
 - (f) clause 7.3 of the Constitution requires members to act in accordance with the Applicant's objectives and refrain from prejudicial conduct, as follows:

7.3. Each MA member acknowledges and agrees that membership of MA constitutes a commitment to each of the following:

7.3.1 That this MA constitution expresses the terms and conditions of a contract between each MA member and MA.

7.3.2 That each MA member must comply with each of the following:

He, she or it must conduct himself, herself or itself consistently with the MA objectives and MA principles and in accordance with all the provisions of this MA constitution and MA policies.

He, she or it must refrain from any action or conduct that is prejudicial to the MA objectives and MA principles and is inconsistent with the provisions of this MA constitution.

7.3.3 That each MA member must comply with the MA constitution and with the Manual of Motorcycling Sport.



7.3.4 That each MA member must comply with determinations, resolutions and policies made by the MA board in accordance with this constitution.

7.3.5 Each MA member must use his, her or its best endeavours to contribute the realisation of the MA objectives in accordance with the MA principles.

7.3.6 Each MA member must promptly pay any membership fees, affiliation fees, application fees, permit fees, general levies, insurance levies, penalties and any other fees and charges determined or imposed by the MA board for services delivered by MA and disciplinary decisions for which that member is liable in accordance with this MA constitution.

7.3.7 Each MA member must promptly pay fees, charges and penalties, imposed by MA under the MA constitution or under the Manual of Motorcycle Sport, for which that member is liable.

- (g) Clause 10 of the Delegation of Authority Agreement prohibits disclosure of confidential information, as follows:

10.1 All Parties will hold in confidence any Information which is either stated to be confidential by any Party or which can reasonably be regarded as being secret or confidential or of a proprietary nature concerning the business or affairs of the other of them which may come into its knowledge as a result of performance of its obligations under this Agreement, including the terms of this Agreement and any information in it except to the extent:

- (a) required to be disclosed by the law (including any timely disclosure law) applicable to the Parties or by any authority or regulatory body having jurisdiction over the Parties (including any stock exchange);*
- (b) that such information lawfully is or lawfully becomes within the public domain;*
- (c) required to be disclosed under any agreements a party has or may have with other parties.*

- (h) a member of the Applicant and MWA must:

- (i) conduct himself, herself or itself consistently with the Applicant's objectives and the Applicant's principles and in accordance with all the provisions of the Constitution;
- (ii) refrain from any action or conduct that is prejudicial to the Applicant's objectives and the Applicant principles consistent with the provisions of the Constitution;
- (iii) comply with the Constitution and with the Manual of Motorcycle Sport; and
- (iv) comply with determinations, resolutions and policies made by the Applicant's board in accordance with this constitution;



- (i) the Respondent was the President of MWA at the relevant times;
- (j) the Social Media Posts were referenced in published newspaper articles by MSNews and The Courier Mail.
- (k) the Respondent disclosed two paragraphs from the Delegation of Authority Agreement; and
- (l) the Respondent has been suspended by the Applicant since 24 December 2024.

Breach of the Constitution and Policies

38. The Applicant alleges the Social Media Posts breached clauses 7.3.2–7.3.5 of the Constitution, as well as various parts of the Social Media Policy. The Respondent does not dispute the Social Media Posts were made, or what the Applicant has claimed to be the relevant obligations owed by the Respondent under the Constitution, Social Media Policy or Delegation of Authority Agreement. Rather, the Respondent argues the Social Media Posts were factual, fair comment, and aligned with the Applicant's principles. For the reasons set out below the Member disagrees with the Respondent's position.
39. The Applicant's Social Media Policy states that a member of the Applicant must use the guidelines when using social media related to the Applicant.

Guidelines

You must adhere to the following guidelines when using social media related to the Applicant or its business, products, competitions, teams, participants, services, events, sponsors, members or reputation.

40. Further, the Social Media Policy states that where a member is unsure if the content they wish to share is appropriate that they should seek advice or refrain from sharing to be on the safe side and that members should use a prescribed checklist before posting.

Use common sense

Whenever you are unsure as to whether or not the content you wish to share is appropriate, get advice or refrain from sharing the content to be on the safe side. As a quick checklist, you should:

- (a) Not criticise MA, sponsors, athletes, other organisations and their employees, volunteers or supporters, MA or its State Centres, Branches or Clubs;*
- (b) Not harass, bully or intimidate or display any other form of inappropriate behaviour contrary to the MA Member Protection Policy;*
- (c) Not post content that is obscene, defamatory, threatening, harassing, bullying, discriminatory, hateful, racist, pornographic, sexist, that infringes on copyright, constitutes a contempt of court, breaches a Court suppression order, or is otherwise unlawful;*



- (d) *Not defame any other person or entity;*
- (e) *Not do anything that breaches your terms of employment or membership;*
- (f) *Respond to others' opinions respectfully;*
- (g) *Not use any MA Intellectual property or Imagery without permission;*
- (h) *Acknowledge and correct mistakes promptly;*
- (i) *Take steps to ensure that all information is accurate, not misleading and complies with all relevant laws, policies and terms of use;*
- (j) *Only disclose and discuss approved and publicly available information and content (including videos, audio and images);*
- (k) *Adhere to the terms for use of the relevant social media platform/website;*
- (l) *Adhere to MA policies;*
- (m) *Not post content that might otherwise cause damage to MA's reputation or bring it or the sport of motorcycling into disrepute;*
- (n) *Disclose your conflicts of interest; and*
- (o) *Not express a political affiliation in association with MA activities.*

41. The Social Media Policy not only contains a checklist for members to follow before using social media, it specifically states that members should use it. Therefore, if a post offends any of the matters in the checklist it would be a breach of the Social Media Policy. When you consider the Social Media Posts against the checklist, on plain reading, the Respondent has breached the following parts of the Social Media Policy:

- (a) paragraph (a) of the checklist, in that the Social Media Posts criticise MA and its President. Specifically, the Respondent makes an assertion in the first paragraph of the Facebook Post that the President of the Applicant had a “distorted view”, however, the Respondent did not set out the President of the Applicant’s views or provide evidence as to why those views were distorted. Rather the Social Media Posts were merely an opinion being expressed by the Respondent;
- (b) paragraph (f) of the checklist, as the Respondent has not responded to others opinions respectfully.
- (c) paragraph (j) of the checklist, as the Respondent admits to posting confidential information.
- (d) Paragraph (m) of the checklist, as the test when posting to social media is not would the post cause damage to the Applicant’s reputation or bring the sport into disrepute, rather, it

is may cause damage. In this regard the Social Media Posts are clearly at risk of damaging the Applicant's reputation. The Respondent's position with respect to damage caused is something that goes to penalty not whether there was a breach.

Iniquity principle

42. It is agreed by the Parties that the Delegation of Authority Agreement prohibits disclosure of confidential information at clause 10. As such, disclosure of confidential information is a breach of the Delegation of Authority Agreement and thereby a breach of clause 7 of the Constitution.
43. The Respondent submits that if it was in breach that he was permitted to do so under the iniquity principles. Relevantly the Respondent submitted that people privy to information cannot, by private agreement or otherwise, prevent its disclosure by reverting to the equitable doctrine of breach of confidence. The issue with this submission is the Respondent had options available to engage with the Applicant before making the Social Media Posts and did not do so.
44. In this regard I agree with the Applicant's submissions that the iniquity principles do not apply as the Social Media Posts read as an opinion of the Respondent and do not provide a complete factual summary of events or even the issues mentioned, as such there is no evidence of an iniquity. On plain reading of the Social Media Posts, it is obvious that the Respondent was of the view that something was unfair. That said, that is not enough to invoke the iniquity principles as there is nothing stated in the Social Media Posts or the Respondents submissions that explains what attempts the Respondent made to discuss these issues prior to making the Social Media Posts. If the Respondent wanted to challenge the Applicant, the appropriate method would be to make a complaint under clause 20 of the Constitution, but the Respondent did not do this. Rather, the Respondent made the Social Media Posts and thereby criticised MA and disclosed confidential information on social media first and then sort to rely on the principles of iniquity.

Penalty

45. In determining what an appropriate penalty for the breach is, it is relevant to note that the Parties' agree that the Respondent removed the Social Media Posts on 20 December 2024. Further, I also have considered the Respondent's arguments regarding:
 - (a) Reputational harm and disrepute: The Applicant asserts reputational harm and disrepute. The Respondent challenges the lack of evidence and argues no complaints or tangible harm were demonstrated. The Member does not agree that there has been no evidence led by the Applicant as to damage, rather, insufficient evidence to quantify the damage, as the parties agree that the Social Media Posts were later published in the Publications. Nothing has been provided by the Applicant to show that the insurance was lost or impacted, rather there were some difficult conversions with the insurer.
 - (b) Use of Intellectual Property: The Applicant alleges unauthorised use of its name and branding. The Respondent admits using the Applicant's name but denies misuse or negative impact was suffered by the Applicant. Again, there has been no evidence provided by the Applicant to establish the damage suffered by use of its Intellectual Property. That said, the Member does not agree that the Respondent breached Intellectual



Property rights and if it did the NST is not the appropriate forum to hear and determine such a claim.

- (c) Denial of Natural Justice: The Respondent claims denial of natural justice and procedural fairness, citing pre-judgment and lack of hearing. As this matter has been heard de novo this is only being considered with respect to the penalty in determining an appropriate penalty. In this regard, the Member notes that by the time this matter was heard, the Respondent had been suspended for the six (6) months as determined by the Applicant. Further, neither Party has provided evidence as to whether or not the Applicant followed the process for determining a dispute under clause 20 of the Constitution.

46. The Constitution, at clause 20.7, provides guidance as to the penalty that should be imposed. Relevantly, clause 20.7.1 of the Constitution provides:

20.7.1 Any penalty must be proportionate to the conduct on which the complaint is based having regard to all of the following:

The degree of seriousness of the conduct having regard to the MA objectives and MA principles.

Any admissions, apologies and undertakings, or refusal to admit, apologise or give undertakings by the club or person subject to the penalty.

The degree of cooperation or refusal to cooperate by the club or person subject to the penalty.

The past conduct of the club or person.

The likelihood that the relevant conduct will recur.

Any statements made by the club, its representatives or the person subject to the penalty outside the disciplinary proceedings that prejudice or compromise the disciplinary proceedings.

47. Accordingly, given the lack of evidence of serious reputation damage, the matters discussed above, and the time in which the Social Media Posts were removed, the Member is of the view that the penalty imposed by the Applicant is excessive and that an appropriate penalty is a suspension of licence/membership for six (6) months (less time already served).

THE TRIBUNAL THEREFORE DETERMINES:

48. For the reasons set out in this determination, the Member finds that the Respondent did breach the Applicant's Social Media Policy and therefore breach the Constitution, and as a consequence the appropriate penalty is for the Respondent to serve a suspension of licence/membership for six (6) months (less time already served).
49. The NST does not award costs to a party. The NST CEO will make a determination as to Service Fees in accordance with Part 7 of *National Sports Tribunal Rule 2020*.



Date: 26 August 2025

Nicolas Humzy-Hancock