

## **MEDIA RELEASE**

**28 February 2006**

The following is a summary of the reasons for the decision of the Sports Disputes Tribunal of New Zealand in the case of **Jarrold Mudford v New Zealand Shooting Federation Inc and New Zealand Olympic Committee Inc** (SDT/05/06). This is not the written decision of the Tribunal for the purposes of its rules.

The Sports Disputes Tribunal has released its reasons for declining jurisdiction in an appeal by Jarrold Mudford against his non-nomination as a member of the New Zealand Shooting Team for the forthcoming Commonwealth Games in Melbourne.

The reason for declining jurisdiction is that Mr Mudford entered into a contract with the New Zealand Olympic Committee (“**NZOC**”) under which he agreed to a specific appeal procedure. This appeal procedure overrode any other right of appeal which he might have had under the rules, policies, regulations or bylaws of the New Zealand Shooting Federation Incorporated (“**NZSF**”).

When Mr Mudford was not nominated for the team, he appealed to NZSF under that organisation’s rules rather than following the procedure in his contract with NZOC. The procedure in the contract instead required him to lodge his appeal with NZOC within 48 hours of the official announcement of the Team. It then gave NZOC the right to enter into consultation to endeavour to resolve the matter. Under the procedure, it was only if consultation failed to resolve the matter that Mr Mudford had a right to appeal to this Tribunal.

It was common ground that Mr Mudford had not followed the appeal procedure set out in his contract with NZOC. In many respects this was understandable because NZOC had failed to publish the Selection Criteria for the Commonwealth Games (including the appeal right) on its website, as it had agreed to do under its contract with Mr Mudford. Further, when Mr Mudford appealed to NZSF, that organisation heard his appeal when, under its agreement with NZOC, it was required to follow the appeal procedure set out in the NZOC Selection Criteria instead.

The Tribunal expressed sympathy for Mr Mudford as it considered he may have been misled by both the actions of NZOC and NZSF. However, under his contract with NZOC, this Tribunal only had jurisdiction if the procedure set out in the contract with NZOC had been complied with, which it had not been. A person is bound to a contract which he has signed, even if he does not understand it or has not read it.

For further information, contact Brent Ellis, Registrar, Sports Disputes Tribunal of New Zealand (telephone: 0800 55 66 80; e-mail: [info@sportstribunal.org.nz](mailto:info@sportstribunal.org.nz)).