

BETWEEN **PLAYAZ VOLLEYBALL**

Appellant

AND **VOLLEYBALL NEW ZEALAND**

Respondent

**DECISION OF SPORTS TRIBUNAL
22 SEPTEMBER 2026**

Hearing 16 September 2026 – pre-hearing conference via Microsoft Teams

Present Justin Lambert for Playaz Volleyball, Appellant
Debbie Hyland (CEO) and Crispin Phelan (Board Chair) for Volleyball
NZ, Respondent

Tribunal John Macdonald (Chair)

Registrar Luke Macris

The appeal

1. Playaz Volleyball Club (Playaz) appeals to the Sports Tribunal (Tribunal) against a decision of the Volleyball New Zealand Board of 11 September 2026 (VNZ Board Decision), which upheld a decision of 4 September 2026 (CEO Decision) made by Ms Hyland as Chief Executive Officer of Volleyball New Zealand (VNZ).
2. Having considered the Form 3 and Form 4 filed by Playaz, together with the parties' submissions and correspondence, I am satisfied that this matter should be determined without further process. The matter is plainly urgent, given the proximity of the relevant national-level competitions and the desirability of certainty for all concerned. I am also satisfied that Playaz has been given a sufficient opportunity to set out the basis of its appeal, including through its written filings, its submissions at the pre-hearing conference, and subsequent email correspondence. Having considered that material in full, I have concluded that the appeal has no reasonable prospect of success. Accordingly, it is appropriate to determine the proceeding at this stage.

Background

3. In the CEO Decision¹, Ms Hyland dismissed protests by Playaz and other clubs against Harbour Raiders Volleyball Club (Raiders) being permitted to enter the 2026 Northern Zone Competition, despite Raiders not having paid the full balance of its team entry fees to that competition by the original due date of 20 June 2026.
4. Pivotal to the dismissal of the protests was Ms Hyland's finding that, prior to 20 June 2026, VNZ had approved an extension of time for Raiders to pay the outstanding balance at a later date to enable the club to pursue grant funding. This was also based on her view that neither the VNZ Constitution, the Northern Zone Competition Rules, nor the VNZ "No Pay – No Play Policy" supported a finding that a club, team or player was automatically ineligible where an approved payment arrangement had been granted.
5. As for the VNZ Board Decision, relying on cl.18.11(e) of the VNZ Constitution, it said this:

Having considered the further complaint, the Board has determined that it will not proceed with the matter further under section 18.11(e) of the VNZ Constitution, on the basis that the conduct, incident, event or issue giving rise to the complaint has already been investigated and dealt with under the Constitution.

Accordingly, the Board considers the matter concluded within the VNZ dispute process.

¹ A copy of which was published online at:

<https://www.volleyballnz.org.nz/asset/downloadasset?id=b32505d0-4256-4e69-9c18-7299ec72786d>

6. It is accepted that there is no right of appeal to the Tribunal against the CEO Decision, but there is a right of appeal against the VNZ Board Decision under clause 18.18. of the VNZ Constitution because the “Dispute” had been referred to the VNZ Board in accordance with cl. 18 (Dispute resolution).

Grounds of appeal

7. In its Notice of Appeal (Form 3), Playaz specifies the grounds of appeal in the following way:

VNZ denied natural justice to all participants who met the eligibility requirements. This includes teams and individuals who did not participate due to compliance requirements, or who were declined opportunities which were afforded to selected clubs.

Procedural irregularities and preferential treatment by VNZ concealed Harbour Raiders' eligibility from the Zone which highlights a conflict of interest, procedural bias and ongoing integrity issues.

VNZ's Decision on the eligibility of Harbour Raiders contradicts all relevant policies, regulations and rules. VNZ's determination of Harbour Raiders eligibility is retrospective and therefore inequitable.

8. I note that the grounds just outlined fail to specify or describe the alleged denial of natural justice. I further note that while other clubs joined in protesting against Raider's entry into the Northern Zone Competition, it is only Playaz which has appealed to the Tribunal.
9. I must also have regard to the grounds of appeal available under r.53 of the Tribunal Rules. A denial of natural justice is an available ground, but it is unclear how the other matters raised come within the other available grounds of appeal.
10. As to the outcome sought, Playaz seeks a determination that Raiders was ineligible to compete in the 2026 Northern Zone Competition, as it failed to pay the balance of the team entry fees by the due date.
11. If the Tribunal makes that ruling it will have the further consequence that Raiders will be ineligible to compete in the upcoming VNZ Club Championships to be held between 7 and 10 October 2026.
12. Conscious of the urgency and disruption that would cause for numerous clubs around the country, the Tribunal invited Playaz to reconsider the outcome it sought, with the option of the Tribunal issuing a declaration only (i.e., no formal ruling on eligibility/ineligibility). Playaz declined a declaration only when filing its appeal brief (Form 4).

Playaz appeal brief

13. A Form 4 (Appeal Brief) enables an appellant to attach statements of evidence from its witnesses (along with any exhibits), which it intends to rely upon in the appeal. It is also an opportunity to make submissions on the issues set out in its notice of appeal and how it considers the decision under appeal was wrong or incorrect in relation to the grounds of appeal.
14. However, having considered the Form 4 (Appeal Brief) filed by Playaz, it appears to be an attempt to now raise additional grounds of appeal, which goes beyond the intended purpose of the Form 4. I identify the following additional grounds of appeal that were not included in the Form 3 (Notice of Appeal):
 - a. In reaching its decision of 11 September 2026 the VNZ Board acted outside its powers or jurisdiction;
 - b. Competition eligibility was to be determined by the Northern Zone Committee under the Northern Zone Competition Rules and not by VNZ (a reference to the CEO Decision);
 - c. Playaz was denied a fair and meaningful opportunity to have its protest and subsequent complaint to the VNZ Board considered and determined through the applicable governance framework; and
 - d. The VNZ Board made an error of law in that it incorrectly applied or relied upon clause 18.11(e) of the VNZ Constitution.
15. I suspect that the new grounds of appeal arise out of the discussions during the pre-hearing conference with the parties on 16 September 2026, where I emphasised that the decision being appealed was the VNZ Board Decision (not the CEO Decision) and that the Playaz appeal very much looked to be focused on the merits of the CEO Decision. Present at the conference were Mr Lambert for Playaz, and Ms Hyland and Mr Crispin for VNZ.
16. In respect of the additional grounds of appeal, I make the following comments:
 - a. Playaz does not explain how the VNZ Board has acted outside its powers.²

² As per Tribunal Rule 57(c), the onus of proof is on the appellant or, put another way, it is not for VNZ to prove they had the power to do what they did, even though as set out at paras. [31]-[33] below that is plainly apparent.

- b. Whether competition eligibility should have been determined by the Northern Zone Committee or by the VNZ CEO amounts to a challenge to the CEO Decision, which is not within the Tribunal's jurisdiction.
- c. As to Playaz not having a fair and meaningful opportunity to have its protest determined, this again sounds like a challenge to the CEO Decision.
- d. As to the VNZ Board making an error of law in incorrectly applying or relying upon cl.18.11(e) of the VNZ Constitution, there is no indication as to why that might be.

Decision under appeal

17. Clause 18.11(e) of the VNZ Constitution states:

18.11 Despite the contents of the Disputes Procedure, VNZ may decide not to proceed with a matter if:

....

- (e) the conduct, incident, event, or issue giving rise to the Complaint has already been investigated and dealt with under the Constitution;

18. That is precisely the situation facing the VNZ Board, as the protests by Playaz (and other clubs) against Raiders being permitted to play in the Northern Zone Competition, despite not having paid the balance of its team entry fees by the due date, had just been investigated and determined in the CEO Decision with the protests being dismissed.
19. In deciding not to proceed with the matter further the VNZ Board had plainly considered the CEO Decision. It also had an email from Playaz of 6 September, which set out its challenge to that decision and contained the following passage:

This dispute stems from a protest raised on the 31st of August 2026 in relation to the non-compliance of Harbour Raiders to meet the financial obligations by the Northern Zone's 20th of June deadline.

1. Our dispute is:
 - a. Harbour Raiders did not meet the eligibility requirements as stated by the Northern Zone Committee to compete in the 2026 Northern Zone Competition.
 - b. VNZ's decision to confirm the Harbour Raider's eligibility to compete in the 2026 Northern Zone Competition is incorrect.
 - c. The process used by VNZ in this matter was conflicted and flawed with procedural bias.
2. We do not accept:
 - a. VNZ's explanation on the non-payment of fees by Harbour Raiders,
 - b. VNZ's intervention into Zone eligibility regulations,
 - c. VNZ's position that eligibility can be retrospectively determined,
 - d. VNZ's authority to dismiss the policies, regulations and rules as determined by the Zone,
 - e. That a Funder would approve the retrospective expenses for Entry Fees or Membership more than two months past the deadline.

3. We believe that VNZ have acted outside of their operational capacity and in doing so contravened the following Policies, Rules and Regulations:
 - a. 2026 Northern Zone Competition Rules (V4), Section A,B and C,
 - b. Northern Zone's "No Pay, No Play Policy" (excerpts attached).
 - c. Volleyball NZ's "No Pay, No Play Policy",
 - d. 2026 Volleyball Club Championships By-Laws.
20. Although Playaz raised various issues, fundamentally nothing had changed. Its protest all along has been that Raiders were ineligible to participate in the Northern Zone League Competition because it had failed to pay the entry fees by 20 June 2026.

Assessment of the appeal

21. Against that background I turn to consider the grounds of appeal. I approach that task on the basis that there are essentially two grounds of appeal to consider:
 - a. whether there was a denial of natural justice; and
 - b. whether the VNZ Board acted outside its powers.
22. I also remind myself that it is the decision of the VNZ Board Decision that is under scrutiny, not the CEO Decision.

Denial of natural justice

23. In general terms natural justice is concerned with procedural fairness. In the present case, has Playaz had a fair chance to put its case to the VNZ Board and respond to matters that might influence the outcome? Has the VNZ Board made an unbiased and impartial decision?
24. There is a surprising aspect to this case in that a party seeking to rely on a denial of natural justice would normally have been the recipient of an adverse decision. Yet here there is no specific or identifiable detriment to Playaz that arises from the VNZ Board decision. It did not affect Playaz's entry into the Northern Zone Competition or into the NZ Club Championships. Similarly, Raiders' entry into the Northern Zone Competition had no discernible impact on Playaz either. It might have been unfair to a club excluded from the VNZ Club Championships because Raiders had gained entry, but that situation does not apply to Playaz. Given those circumstances, I have serious reservations as to whether Playaz has sufficient standing to even bring this appeal.
25. With respect to the right to be heard, Playaz in its email of 6 September explained to the VNZ Board its strong opposition to the CEO Decision and in doing so it clearly exercised its right to be heard.
26. In its Form 3 (Notice of Appeal) Playaz alleges that there have been irregularities and preferential treatment by VNZ, as well as conflicts of interest, procedural bias and

ongoing integrity issues. However, I am not satisfied that Playaz can point to any evidence that supports such conclusions, let alone establish that such was the case.

27. With respect to the allegation of procedural bias, I do not understand the basis for that. If it is related to the argument that competition eligibility issues should have been left to the Northern Zone Committee to determine, the answer to that is to be found in cl.18.10 of the VNZ Constitution, which provided that after receiving or becoming aware of a complaint, VNZ had an obligation to ensure the dispute was investigated and determined as soon as was reasonably practicable.
28. If the allegation of procedural bias is related to the fact that Ms Hyland as the CEO of VNZ investigated and determined the complaint, the answer is twofold. First, Ms Hyland was not a member of the VNZ Board which made the decision under appeal and, second, the basis upon which she determined the complaint, being the existence of a prior fee payment arrangement with Raiders, was perfectly sound and had nothing to do with bias.
29. I also cannot identify any basis for allegations of procedural bias against the VNZ Board. Its decision not to proceed with the matter further was open to it and justified. Again, it had nothing to do with bias.
30. My conclusion then is that Playaz has failed to establish that there has been any denial of natural justice in the process by which VNZ determined the issue of Raiders' competition eligibility.

VNZ Board (or VNZ) acting outside its powers

31. As to Playaz's argument that the VNZ Board acted outside its powers or that, in relying on cl.18.11(e) of the VNZ Constitution, it made an error of law, I simply reject it.
32. It is plainly apparent that VNZ, as an incorporated society, does have purposes and powers within its Constitution that enable it to administer and engage or otherwise make arrangements with clubs about the payment of competition fees. Clauses 3.1(a) and (b) of the VNZ Constitution set out the relevant purposes while clauses 3.2 and 3.3(i) provide the relevant powers:

3. Purpose and powers

3.1 The purposes of VNZ are to:

- (a) be the national body in New Zealand | Aotearoa to promote, develop, foster, and administer Volleyball, mainly as an amateur sport for the well-being, benefit and recreation of the general public in New Zealand | Aotearoa;
- (b) support and assist its Members to deliver Volleyball throughout New Zealand | Aotearoa;

....

Capacity and powers

3.2 VNZ has, both within and outside New Zealand | Aotearoa, full capacity, rights, powers and privileges to carry on or undertake any activity, do any act, or enter into any transaction, subject to this Constitution, the Act, any other legislation, and the general law.

3.3. Without limiting the generality of clause 3.2, the powers of VNZ include to:

....

(i) contract, engage or otherwise make arrangements with any person or organisation to fulfil the Purposes of VNZ;

33. Furthermore, faced with a situation where Ms Hyland had just determined the matter and where the Playaz complaint was essentially a disagreement on the merits of that decision, it was clearly open to the VNZ Board not to proceed further; a power expressly conferred by cl.18.11(e) of the VNZ Constitution.

Remedy

34. During the appeal it became apparent that competition fee payment arrangements between VNZ and clubs are not uncommon and are administratively determined by VNZ on a regular basis. Indeed, it was also revealed, even though the circumstances might not have been identical, that Playaz had received the benefit of such an arrangement in 2025.

35. In a Minute dated 16 September 2026 issued after a pre-hearing conference with the parties, I highlighted an email that Mr Lambert of Playaz had sent to VNZ on 31 August which said:

Should the Committee prove Harbour Raiders eligibility through bank receipt, we will withdraw our protest.

36. I subsequently received the information that VNZ were directed to provide to the Tribunal at para. [17] of that Minute. I am satisfied from the material filed by VNZ that there was an agreement reached between Raiders and VNZ as to late payment. This supports the following finding, which was reasonably open to Ms Hyland, in the CEO Decision:

Having considered the circumstances, VNZ approved an extension of time for payment of the outstanding balance. The approved extension was granted before the commencement of the competition and before any matches involving Raiders were played. VNZ and the club remained in regular communication regarding the outstanding amount.

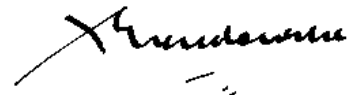
Conclusion

37. In my view the Playaz appeal is misconceived as it is essentially an attempt to relitigate or appeal against the CEO Decision, in respect of which this Tribunal has no jurisdiction. In any event, the decisions reached by VNZ, both by Ms Hyland and the

Board, were decisions that they had the power to make and were reasonably open to them.

38. It is also misdirected as to the remedy sought. The remedy that Playaz seeks would effectively punish or sanction Raiders for what Playaz claims are procedural and/or governance missteps by VNZ. As I noted at para. [15] of the Tribunal Minute dated 16 September 2026, it would be inequitable for the Tribunal to determine that Raiders is ineligible, in circumstances where the club had relied on VNZ approval with respect to late payment of the competition fees.
39. I am satisfied that the appeal is without merit and it is dismissed.

Dated: 22 September 2026

A handwritten signature in black ink, appearing to read 'John Macdonald', with a stylized flourish at the end.

John Macdonald
Tribunal Chair