



**NAMIBIA UNIVERSITY
OF SCIENCE AND TECHNOLOGY**

**FACULTY OF FACULTY OF COMMERCE, HUMAN SCIENCES AND EDUCATION
DEPARTMENT OF SOCIAL SCIENCES**

QUALIFICATION: BACHELOR OF SPORTS MANAGEMENT	
QUALIFICATION CODE: 07BOSM	LEVEL: 6
COURSE CODE: SLR611S	COURSE NAME: SPORTS LAW AND REGULATIONS
SESSION: JULY 2022	PAPER: THEORY AND CASE STUDIES
DURATION: 3 HOURS	MARKS: 100

SECOND OPPORTUNITY / SUPPLEMENTARY ASSESSMENT	
EXAMINER	Mariette Hanekom
MODERATOR	Retha van Zyl

INSTRUCTIONS
<ol style="list-style-type: none">1. The paper has 6 main questions.2. ALL the questions are compulsory.3. Read carefully before answering.4. Write clearly and neatly.5. Number the answers clearly and according to the structure in the examination question paper.6. Use full sentences and proper paragraphs when answering questions. The inappropriate use of bullet-points will be penalised, as will poor spelling and grammar and illegible handwriting.

PERMISSIBLE MATERIAL

None

THIS QUESTION PAPER CONSISTS OF 8 PAGES (Including this front page)

QUESTION 1

Choose the correct answer from the given options in each of the following questions. Only write down the correct letter next to the corresponding question number. Use **BLOCK CAPITAL LETTERS**.

- 1.1 It is important to distinguish between employees and independent contractors because:
- A. The Labour Act 2007 only applies to employees
 - B. Employers are only vicariously liable for damages caused by employees
 - C. Employees are subject to the authority and control of the employer
 - D. All of the above
- 1.2 Choose the statement that is the MOST CORRECT.
- A. The Labour Act 2007 prescribes the minimum wage to be paid to employees in a certain industry
 - B. A minimum wage can be established in terms of a collective agreement
 - C. A minimum wage can be established in terms of a collective agreement or by a wage order issued by the Minister of Labour, Industrial Relations and Employment Creation
 - D. All of the above
- 1.3 Choose the INCORRECT statement.
- A. Fixed term contracts will terminate at the expiry of the term of service and no notice of termination is required.
 - B. Indefinite term contracts can be terminated by way of notice
 - C. In the case of serious misconduct an employee's employment can be terminated without notice and the employee requested to leave the place of work immediately without a disciplinary hearing
 - D. None of the above
- 1.4 Suzy, who is a waitress in a restaurant, is unhappy that she has to work on Sundays. She asks the Sports Law class for advice.
- SETHIE says she only has to work on Sundays if she agrees to do so.
- DYLAN says that if she works on a Sunday she must receive double her hourly basic wage for each hour worked.
- ISHITILE says that she can claim double her hourly basic wage for each hour worked, but she may agree to receive payment at a rate of one and a half of the hourly basic wages for each hour worked plus an equal period away from work during the next working week.
- DEVANO says that she must work and must receive her daily remuneration plus her hourly basic wage for each hour worked.
- Who is the MOST CORRECT?
- A. Sethie
 - B. Dylan
 - C. Ishitile
 - D. Devano

- 1.5 When does a contract of employment come into existence?
- A. When both the employer and employee have signed the contract
 - B. When the employee reports for work on the first day
 - C. When one person agrees to work for another in return for payment of remuneration
 - D. After the employee has worked for a month
- 1.6 Susan gives Ann N\$ 200 as a loan. Ann thinks it is a gift. This contract is:
- A. Valid, because the parties have reached consensus on a material term of the contract, i.e. the amount of N\$ 200.
 - B. Voidable, although the parties have reached consensus, the consensus is defective.
 - C. Void, the parties did not reach consensus due to a mistake regarding motive.
 - D. Void, the parties did not reach consensus due to a mistake regarding performance.
- 1.7 Stephen is an asset manager at Poor Co. He is head-hunted by Wise Co. to work for them in the same field, at double the salary. Both companies are based in the same city. Stephen would love to accept the offer from Wise Co., but when he started with Poor Co., he signed a restraint of trade agreement to the effect that he would not work in the same field anywhere in Southern Africa for ten years after leaving the company. Which of the following are true?
- A. Stephen is not bound by the agreement, because restraint of trade agreements are not enforceable.
 - B. Stephen is bound by the agreement unless he can prove that the restraint is unreasonable and against public interest.
 - C. Poor Co. cannot hold Stephen to the agreement unless they can prove that the restraint is reasonable.
 - D. Restraint of trade agreements are invalid, and Stephen is not bound to the agreement.
- 1.8 Winnie, a married woman, promises Sydney, a single man, that if he gives her N\$ 50 000, she will divorce her husband and marry him. Sydney believes Winnie and gives her the money. Suppose Winnie keeps the money, but never divorces her husband. Choose the correct statement:
- A. Sydney can institute legal action against Winnie for the money since it is now considered as a loan.
 - B. This contract is voidable, because Winnie made an untrue statement by pretending that she is going to marry Sydney.
 - C. This contract is void because performance is unlawful.
 - D. Although Winnie is not bound on contractual grounds, she is liable based on unjust enrichment.
- 1.9 The requirements for a delict are:
- A. Act, Wrongfulness, Intention, Causation, Damages
 - B. Act, Wrongfulness, Fault, Causation, Damages
 - C. Act, Wrongfulness, Intention, Negligence, Causation, Damages
 - D. Act, Intention, Causation, Damages, Fraud

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- 1.10 The acquisition of rights or the discharge of debts after the passing of a certain period is known as:
- A. Set-off
 - B. Cession
 - C. Merger
 - D. Extinctive prescription
- 1.11 The courts exercise discretion with regards to the remedy of specific performance for breach of contract in determining whether to apply it. In which circumstance(s) will a court be reluctant to order specific performance?
- A. Performance has become impossible.
 - B. The granting of an order will cause a disproportionate loss for the debtor compared with the benefit for the creditor.
 - C. An award for damages will adequately compensate the plaintiff.
 - D. All of the above.
- 1.12 Four students at NUST are discussing the law about formalities for contracts. Lynne says that the contracting parties can make contracts in any way they wish just to say the words of offer and acceptance is enough; Gloria says that it is necessary to sign some contracts, and that is only if it is the wish of the contracting parties; Max agrees that it is necessary to sign some contracts, but says that the general rule is that all contracts are not valid if not in writing; Ashley says that it is necessary to sign some contracts and says that the general rule is that contracts need not be in writing; Whose opinion is the MOST CORRECT?
- A. Lynne
 - B. Gloria
 - C. Max
 - D. Ashley
- 1.13 A sportsperson who is injured will never be able to claim compensation because:
- A. Damage rests where it falls
 - B. He/she consented to injury
 - C. There was no conduct
 - D. None of the above
- 1.14 "Progressive discipline" means that:
- A. An employee may not be dismissed without substantive and procedural fairness
 - B. An employee may not be dismissed without a hearing
 - C. Discipline should be corrective, not punitive.
 - D. You should always give an employee a written warning before he/she may be dismissed

QUESTION 1 continues on the next page

- 1.15 Industrial action can only take place if:
- A. It is a dispute of rights
 - B. It is a dispute of interest
 - C. The dispute could not be settled by way of arbitration
 - D. The dispute remains unresolved after 90 days

Two marks each [30]

QUESTION 2

Briefly answer the following questions.

- 2.1 Explain “agency” (3)
- 2.2 Distinguish between the contractual capacity of an insane person and an intoxicated person. (3)
- 2.3 Name the two requirements for a fair dismissal. (2)
- 2.4 Why is it important to distinguish between a contract of employment and a work acceptance contract? (2)
- 2.5 What is vicarious liability? (4)
- 2.6 Is it correct to say that a voidable contract is neither valid nor void? Explain. (3)
- 2.7 What is the difference between arbitration by the Court of Arbitration for Sport and mediation by the same organisation? (5)
- 2.8 What is an “option”? (3)
- [25]**

QUESTION 3 FOLLOWS ON THE NEXT PAGE

QUESTION 3

Kristin Tree (Tree) is a well-known and highly successful Namibian athlete, both nationally and internationally. In 2020 (when she was still relatively unknown) she entered into a contract with a well-known sports brand (Kine) that she would exclusively wear and endorse their range of clothing and sports equipment. The contract was for an initial period of two years (until the end of 2021) but provided that it could be renegotiated upon its expiry. Like many endorsement agreements, the Kine/Tree agreement provided that if Tree was to receive an offer in respect of the same or substantially similar products to those she endorsed under the Kine endorsement agreement, Kine had a right to be notified and had a period of 10 days to meet the conditions of the new offer.

Towards the end of 2021 Tree received a lucrative offer from a competing brand, Peachley. Tree simply informed Kine that she would not be renewing her agreement with them, and then, amid much social media fanfare, she signed with Peachley in January 2022.

Answer the following questions based on the above facts:

- 3.1 Identify and explain (in legal terms) the contractual provision that Kine had a right to be notified of a similar offer and had a period of 10 days to meet the conditions of the new offer. (5)
- 3.2 Tree did not comply with the provisions of her contract with Kine. What is this called (in legal terms?) Be specific. (2)
- 3.3 Advise Kine in detail as to the legal remedies to them, with specific emphasis on what they have to prove in order to succeed in their claim. (10)
- 3.4 Suppose the Kine/Tree agreement provided that upon expiry of the original agreement (if it was not renewed) Tree would not be entitled to enter into an endorsement agreement with any other sports brand anywhere in Southern Africa for a period of three years. What is this type of contractual provision called? (1)
- 3.5 Advise Tree as to Kine's chances of successfully enforcing the contractual provision referred to in question 3.4 above against her. (7)

[25 marks]

QUESTION 4 FOLLOWS ON THE NEXT PAGE

QUESTION 4

John Malindi agreed with Sunshine Sports Club (SSC) to build them a new place of business. SSC would pay Mr Malindi a deposit of 20% and the outstanding amount at the completion of the new building. Mr Malindi would provide his own workers and tools. During construction, Sam, a visitor to the construction site, was injured when Petrus threw a brick from the first floor because he chose not to follow a safety rule laid down that all extra bricks must be carried down. Petrus was paid a monthly salary by Mr Malindi.

Answer the following questions based on the above facts.

- 4.1 Mr Malindi expects of Petrus to work non-stop, without taking a break. Is this permissible? (4)
- 4.2 How must Mr Malindi remunerate Petrus if he works overtime (on any day other than a Sunday or Public Holiday)? (1)
- 4.3 After the incident, Mr Malindi chased Petrus away because of his misconduct which jeopardised the safety of others. Did Mr Malindi act fairly? (5)
- [10]**

QUESTION 5

In each of the following instances, name the ground/s for justification that can possibly be used to dispute the wrongfulness of the perpetrator's act.

- 5.1 Petrus is attacked in his house by an armed robber and shoots the robber in the stomach.
- 5.2 Petrus is playing a rugby match; he injures his neck because of a high tackle by an opposition player.
- 5.3 Petrus sees Jaime's dog about to attack a child; he shoots the dog.
- 5.4 Petrus and Jaime are having an argument. Jaime lashes out at Petrus and Petrus hits him, breaking his nose.
- 5.5 Petrus is a Police officer; in the process of attempting to arrest a fleeing robber he shoots the robber in the leg.

One mark each [5]

QUESTION 6

Identify the following contractual terms:

- 6.1 Should either party to this Agreement fail to comply with any of its obligations arising from this Agreement, or in any manner whatsoever be in breach of this Agreement, and fail to remedy such breach within 7 (Seven) days of being given written notice to do so, the other party shall have the right, within 14 (fourteen) days of the former notice, to cancel this Agreement without prejudice to any right, including the right to claim damages, which it may have in law.
- 6.2 Company A agrees to sponsor Athlete B if he runs the 100m in less than 9 seconds.
- 6.3 The City of Windhoek leases a property to a sports club; subject thereto that they must provide free coaching to disadvantaged children.
- 6.4 Cricketer A agrees with Cricketer B that B may use A's bat until the end of the season.
- 6.5 "No variation in the terms of this contract shall be of any force or effect if the variation is not in writing and signed by the parties or their duly authorised representatives."

One mark each [5]

TOTAL: 100 marks



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PRag 19388
Windhoek
NAMIBIA

2022 -05- 05

HEAD OF DEPARTMENT
SOCIAL SCIENCES.

A handwritten signature in black ink, consisting of several loops and a trailing line, is written over the text 'HEAD OF DEPARTMENT SOCIAL SCIENCES.'