



The Equestrian Federation of Australia

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The Secretary
Senate Economics Committee
Suite SG.64
Parliament House
CANBERRA, ACT, 2600

12 November 2002

Dear Secretary,

Inquiry into the Trade Practices Amendment (Liability for Recreational Services) Bill 2002

Thank you for giving the Federation the opportunity to make a submission to this inquiry.

Background

You will be aware that a number of sports have been adversely affected by the current public liability crisis. In Equestrian, the only insurance that we were able to obtain is through an unauthorised foreign insurer at a cost that has been shown to be out of the financial reach of many of our clubs and coaches who have been forced to stop operating. In addition, several exclusions and conditions of the policy are excessively onerous and have forced changes to the rules of the sport.

In the case of the equestrian discipline of Vaulting (which involves gymnastics on horseback), for example, the insurance condition of wearing helmets/hard hats whenever on horseback may actually increase the risk of falls and subsequent injury. This requirement has prohibited a variety of internationally proven and accepted practices, making international competition in Australia impossible.

With the exception of coaching/training on a commercial basis, most EFA sporting activities and all equestrian competitions are conducted under the sport's national and international rules, which in themselves provide an effective form of risk management. The great majority, if not all, of these competitions are run by not-for-profit organisations through a small number enthusiastic volunteers who do their best endeavours to comply with the rules of the sport. We have often wondered why such "services" are in the scope of the Trade Practices Act but have been told that they are. Apparently, failure by event organisers to enforce insurance policy conditions could be interpreted as "negligence" or failure to exercise due care, even where the sport's rules allow or even recommend otherwise.

Honorary Patrons of the
Australian Equestrian Team:
Bill Roycroft, DBE
Neale Lavis, OAM

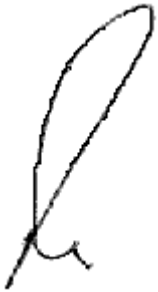


Submission

The establishment of legally binding and legally effective waivers could present a solution to some of our sport's current challenges. Effective waivers may allow riders to wear the type of head protection that is allowed by our competition rules. We, therefore, support the Bill in principle, with the following exception:

We do not believe that gross negligence on the part of "operators" (certainly operators that provide equestrian services on a commercial basis) should be able to be waived. Our sport has a code of safe practice through its system of rules and regulations that expects a reasonable level of care. Where such "operators" are seen to be grossly negligent, they should not be relieved of liability. The difficulty will be finding an appropriate definition of "gross negligence".

Yours sincerely,

A handwritten signature in black ink, appearing to be 'F. Venhaus', written in a cursive style.

Franz Venhaus
Chief Executive Officer
Equestrian Federation of Australia