FEEDBACK TUTORIAL LETTER

1ST SEMESTER 2020

ASSIGNMENT 1

SPORT LAW AND REGULATIONS

SLR611S
CENTRE FOR OPEN AND LIFELONG LEARNING

SPORTS LAW AND REGULATIONS (SLR611S)

TUTORIAL LETTER 02/2020
Dear Student

I trust that, by the time you are reading this Second Tutorial Letter of 2020 for Sports Law and Regulations, you have received and perused your marked Assignment number 1.

To those of you that did well – CONGRATULATIONS! It is a pleasure to mark assignments that have obviously been completed with care. To those of you that fared poorly – remember that your marks are often a reflection of your attitude; if you try to complete an assignment in the shortest time possible you cannot expect to do well.

It is apparent that many students still do not know how to study on distance mode. The study guide contains a detailed introduction with recommendations about how to use the guide. You do not learn anything by simply scratching around to find the page in the study guide that appears to have the answer to a particular question in the assignment. You need to work systematically from the beginning of the semester; otherwise you will be unable to master the subject.

Please feel free to contact me for assistance while you are studying. I prefer e-mail as method of communication, and will try my best to respond as soon as possible. Very few students approached me for assistance while they were completing their assignment. Yet during the week before the exam I am inundated with students crying that they do not understand the work. By then it is too late! I must unfortunately make it clear that I will NOT be available to explain the entire semester’s work within a couple of hours to students who have not made the effort to work during the semester.

The purpose of this feedback letter is, inter alia, to make certain observation regarding your answers to the questions as contained in the aforesaid assignment in an attempt to guide you to find the most appropriate answers and/or solutions.

Sports Law and Regulations is a difficult course, especially so if you are not proficient in the English language. However, it is not impossible to pass, or even to do exceptionally well. All it takes is hard work and commitment.

Please note that units 5, 8 and 9 will not be included in your final assessment.

Please feel free to contact any me at the following numbers:

Ms M Hanekom

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THE STUDY GUIDE CONTAINS ALL THE INFORMATION THAT YOU NEED TO DO THE
ASSIGNMENTS AND PASS THE COURSE. DO NOT GOOGLE – MORE OFTEN THAN NOT THE
INTERNET WILL GIVE YOU INCORRECT INFORMATION (NAMIBIAN LAW IS NOT THE SAME AS
AMERICAN LAW). THAT HAVING BEEN SAID, HOWEVER, DO NOT COPY DIRECTLY FROM THE
STUDY GUIDE! USE YOUR OWN WORDS.

Remember that tutorial letters form part of your study material for examination purposes.

Firstly, some general comments:

1. Some students tend not to read a question in order to establish exactly what is asked
   and, as a result, you have lost marks. Also observe the mark allocation in order to
decide how many facts to include in your answer.

2. Read your answer! Carelessness costs marks!

3. Make sure that you have answered all the questions. In an assignment there is no
   excuse to omit questions.

4. Make sure of the spelling of words. You were already requested to do so in the First
   Tutorial Letter. There is therefore no excuse if you have lost marks as a result thereof.
   It is really alarming to note that tertiary students misspell words even when copying
   from the study guide!

5. The use of telegram-style answering is not accepted. Again, it is evident that most of
   you have not read the First Tutorial Letter where these issues have been addressed. A
   mere “Yes” or “No” answer also does not deserve any marks, as you were warned that
   such an answer requires a proper motivation in addition.

6. On the other hand, if the question asks you to “name” something, an explanation is
   not required, and you will waste valuable time in the exam writing unnecessary long
   paragraphs.

7. Keep your answers concise and to the point. In the examination the markers do not
   have time to wade through pages of jumble in order to search for one correct key
   word. In fact, we do not mark on key words at all; if the context in which you use the
   words does not show understanding no marks will be allocated.
8. Please do not copy the questions into your assignment book; the tutors have a copy of the assignment and it wastes time to have to figure out where the question ends and the answer starts.

9. Note that in the exam you will be penalised if the first part of your answer is wrong, but your motivation is perhaps correct (or vice versa). The reason for this way of marking is that if you contradict yourself in your answer it gives the impression that you do not understand the study material properly.

10. Read the instructions in each question carefully. The following terms appear frequently in the phrasing of questions. You should know their meaning and answer accordingly.

   - **Analyse:** Separate the topic into parts and examine each part critically.
   - **Compare:** Look for qualities or characteristics that resemble each other. Emphasise similarities but also mention differences.
   - **Contrast:** Stress the differences between concepts, qualities, events or problems.
   - **Criticise:** Assess and evaluate. Point out correct and incorrect aspects.
   - **Define:** Give a concise, clear and authoritative meaning. Details are not required.
   - **Describe:** Recount, characterise, sketch or relate in sequence or story form.

**QUESTION 1**

These questions were straight-forward, and most students scored good marks.

1.1 C

*Consensus requires complete agreement as to the parties to the contract. A mistake regarding the identity of the parties will render the contract void.*

1.2 B
1.3 A
1.4 C
1.5 D
1.6 D
1.7 D
1.8 D
Please make sure that you understand the difference between subjective impossibility of performance; objective impossibility of performance; supervening impossibility of performance and prevention of performance.

QUESTION 2
I am concerned about the amount of direct copying from the study guide that I picked up. The purpose of the assignments is to assist you to prepare for the examination, and simply copying numerous paragraphs does not serve this purpose.

Please watch the mark allocation: for two marks you need not write more than two lines!

2.1
I have provided you with a list of commonly used terms. Please take note of these. “Compare” means “look for qualities or characteristics that resemble each other. Emphasise similarities but also mention differences.” It does not mean “copy the explanations of the terms from the study guide”.

In both a suspensive condition and a resolutive condition the operation and consequences of the contract are dependent on the occurrence or non-occurrence, of an uncertain future event. A suspensive condition suspends the operation of an existing obligation until the happening of an uncertain future event, whereas a resolutive condition is operative on conclusion of the agreement, but the continued existence of the contract is dependent on an uncertain future event.

2.2
Be careful! Distinguish between contractual damages and delictual damages. In order to claim damages based on breach of contract a plaintiff must prove breach of contract by the other contractant; the amount of loss suffered; a factual causation between the breach and the damage; that the damage was reasonably foreseeable or agreed to by the contractants and that he/she has taken all reasonable steps to mitigate the damages.

2.3
No, contracts only need to be in writing if provided for by legislation or agreed to by the parties. Remember that I do not allocate marks for “yes” or “no” without a proper motivation.
2.4

Remember that “explain the difference” does not mean “give a definition of each concept”. In the examination you will be penalised if you simply give definitions, without pointing out the differences.

With an option there is an existing offer, coupled with an agreement to keep the offer open for a specific period of time. With a right of pre-emption no offer has been made; there is merely an agreement that, should the offeror decide to make an offer, it will first be made to the holder of the right of pre-emption.

QUESTION 3

Law has its own unique language. It is of the utmost importance that you understand the various concepts and that you use these correctly.

3.1

A voidable contract is a binding agreement between two persons which can be set aside, because consensus was obtained in an incorrect manner.

3.2

Authority is the right given by a principal to an agent to represent him/her in binding agreements.

3.3

Defective performance is a type of breach of contract whereby one of the parties acts contrary to the stipulations of the contract, either by not performing according to the contract, or doing something which he/she may not do under the agreement.

3.4

A contract is an agreement entered into by two or more persons with the serious intention of bringing about an obligation.

3.5

Restitution takes place when a contract is set aside. Any performance rendered is returned and the parties are restored to their original position.
QUESTION 4
This question expected of you to apply your knowledge of various aspects of the work (from several different units) to one case study. If a case study has a number of sub-questions, read all the questions before you start answering. Answer only what is asked in a particular sub-question.

NOTE THE FOLLOWING:

- The purpose of problem-based questions is to assess whether you have the ability to apply the law to a given set of facts in order to come to a well-motivated conclusion.

- Do not start your answer with a conclusion – you cannot be sure of what the conclusion is going to be before you have worked through the entire process.

- Simply re-stating the law is not enough. COMPARE the requirements with the facts given in the problem narrative. State which ones are applicable / not and give reasons based on the facts. In other words, MOTIVATE YOUR ANSWER. Simply stating the legal principles will not earn you marks.

- It is quite possible that, based on your interpretation of the facts, your final conclusion might differ from that of your fellow student. Marks are awarded for a well-constructed argument that shows understanding, irrespective of the final conclusion.

- Keep your answers concise and to the point. In the examination the markers do not have time to wade through pages of jumble in order to search for one correct key word. In fact, we do not mark on key words at all; if the context in which you use the words does not show understanding no marks will be allocated.

- Write your answers in paragraph form. Marks will be deducted for answers using bullet points – these are used for lists, not for discussions.

4.1
The contract came into existence on 15 July 2019 in Windhoek. The information theory applies, namely that a contract comes into existence at the time when, and the place where, the offeror hears about the acceptance of the offer. This is also applied if acceptance takes place telephonically, as the parties are considered as being in each other’s presence.

If you are required to motivate or discuss something, you should refer to the relevant legal concepts. Simply repeating the facts is not enough. No marks were allocated for “that is when he heard of the acceptance.”
4.2

David knew the statement was not true, which will make this fraudulent misrepresentation, which is an unlawful, untrue statement about an existing fact made by one party to the proposed contract to the other contracting party before or at the time when the contract is entered into, with the aim of inducing the aggrieved party to enter into the contract. The contract will be voidable, because although there is consensus, the consensus is defective. Anne can set aside or uphold the contract, and claim damages.

*Marks were also awarded for any well-motivated answer, even if your conclusion differed from mine.*

Please do not hesitate to contact me if you have any queries regarding the work covered in the assignment.