

# **LITHGOW DISTRICT FOOTBALL ASSOCIATION INC.**

## **CONSTITUTION**



# **2020**





# LITHGOW DISTRICT FOOTBALL INC.

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**PREFIX**



# LITHGOW DISTRICT FOOTBALL INC.

## ENJOYMENT THROUGH PARTICIPATION

### PREFACE TO L.D.F. Inc CONSTITUTION

Lithgow District Football Inc aims to make Football the sport of choice for families in Lithgow.

To achieve this we will strive to:

- Ensure that the game is administered in a fair and efficient manner.
- Promote the values of fair play and sportsmanship.
- Encourage participation of players of all levels of ability by ensuring a fair go for all.
- Support and respect the rules of the games and those responsible to administer them.
- Seek to maximise the potential of players.
- Recognise the contribution that volunteers make to the sport.

To support these aims, Lithgow District Football Inc supports the Australian Sports Commission's Code of Conduct. The Code reminds:

- Coaches to:
  - ✓ Treat all players equally and recognise that all players deserve equal time.
  - ✓ Remember that children compete for fun and enjoyment and that winning is only part of their motivation. Never ridicule or yell at the children for making mistakes or losing.
  - ✓ Develop each athlete's respect for the ability of opponents, as well as for the judgement of officials.
- Parents to:
  - ✓ Recognise the value and importance of volunteer Coaches. They give their time and resources to provide for your child.
  - ✓ Focus upon your child's efforts and performance rather than the overall outcome. This assists your child in setting realistic goals related to their own ability by reducing the emphasis on winning.
  - ✓ Encourage your child to always participate according to the rules. Remember that children learn the best by example; applaud good performances by all athletes.
- Players to:
  - ✓ Compete and train for the "fun of it" not just to please your Parents or Coach.
  - ✓ Play by the rules.
  - ✓ Be a good sport. Cheer all good performances.
  - ✓ Remember that the goal of training or competition is to have fun, improve your skills and feel good.
  - ✓ Co-operate with your Coach, teammates and opponents for without them there is no competition.

**Lithgow District Football Inc has a duty of care to all persons in our sporting activities and therefore has developed the following member protection policy.**



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### **AIM:**

To endeavour to create an environment which encourages fair play, good sportsmanship and safety for all persons who attend the grounds for the purpose of LDF Inc run events.

### **OVERVIEW:**

The LDFA Inc Committee will put the following procedures in place for the wellbeing of its members.

### **1. CHILD/MEMBER PROTECTION:**

- That all LDF Inc. committee, affiliated club committees, coaches, managers, referees, canteen volunteers and any person in an assisting role will fill out an up to date member protection form issued by Football NSW at the time of nominating and forward to LDF Inc Member Protection Information Officer to site by June 30th each year. That all Committees, coaches, managers, assistant coaches, and managers etc. sign a Code of Conduct form at the time of nominating for positions. All persons listed will also have to apply for a Working with children check & supply their clearance number to their associated Club or Association prior to June 30th each year. That LDF Inc will supply to all clubs for distribution to players, spectators and referees the codes of conduct behaviour and play by the rules leaflets as distributed and endorsed by the Australian Sports Commission and encourage compliance of the rules and guidelines.
- That LDF Inc will encourage and support Lithgow Soccer Referees to apply harsh penalties to players who act contrary to the codes of behaviour.
- That LDF Inc will seek police assistance in the event of any person becoming physically aggressive or threatening to any other person or child at the grounds.
- That LDF Inc will encourage parents to know where their children are at all times while they are in attendance at the grounds and will discourage parents from allowing small children to attend canteen, toilets and creek unsupervised.
- That LDF Inc will encourage coaches/managers to know who the supporters are on their sidelines and to report to the committee any person they feel have no connection with the team after checking the opposing side.
- That Media Release forms will be signed by all members or parents before any publicity is published in the local media.
- That players requiring an Ambulance NOT BE MOVED from the field of play until an ambulance arrives.
- That LDF Inc committee be notified when an ambulance has been called by anyone other than the committee.
- That players are not permitted to play more than two years above their own age.
- That all Clubs encourage coaches or managers remain with children until parent or nominated carer arrives to pick them up from training. Coaches and managers be discouraged from transporting players unless authorised by parents. Parents be encouraged to be at the grounds whilst children are training.

### **2. ENVIRONMENTAL PROTECTION:**

- That LDF Inc will encourage grounds persons to be watchful for syringes.
- That LDF Inc will notify the Lithgow Council of any repairs required to the toilet facilities and or grounds that could be deemed a risk to member's safety. LDF Inc will take action to repair such items which come under its jurisdiction.
- That children under 15 not be permitted to serve or work in the canteen.
- That members be encouraged to drive slowly and watchful in all car parks and roads surrounding the grounds.
- That the grounds be closed, and games abandoned when the fields are deemed to be a danger to the players/officials.
- That all electrical appliances and cords be tagged twice per season.
- That all games run under LDF Inc banner be declared Alcohol Free Zones.

# CONSTITUTION



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### PART 1 PRELIMINARY

#### 1 NAME

The name of the Sub-Committee shall be LITHGOW DISTRICT FOOTBALL INC.

#### 2 HEADQUARTERS

- a) The Headquarters of Lithgow District Football Association Inc. shall be Marjorie Jackson Sporting Complex where all meetings shall be held other than the exception of point (b).
- b) The LDF Inc. Executive shall meet where convenient as well as by phone/video conference when time constraints are an issue.

#### 3 LITHGOW DISTRICT FOOTBALL INC:

Lithgow District Football Inc shall consist of all Clubs from the Lithgow District.

#### 4 OBJECTS

The Objects of the Committee shall be:

- (1) Except where modified by L.D.F. Inc. the Incorporation shall adopt the laws of the game set down by FIFA and shall apply decisions, interpretations and amendments approved by Football NSW/FFA.
- (2) To adopt NSW Department of Fair-Trading model rules as at 1 July 2010 as the benchmark.
- (3) The organisation and Management of all non-competitive, competitive, and representative games.
- (4) The development and improvement of the Lithgow District football grounds, buildings, and equipment.
- (5) Make reasonable changes throughout the trading year to improve the efficient running of the Lithgow District Football Inc.

#### 5 YEAR

- (1) For administration purposes - from the 1<sup>st</sup> October to 30<sup>th</sup> September.
- (2) For player registration – from 1<sup>st</sup> January to 31<sup>st</sup> December.

#### 6 ABBREVIATIONS

- (1) M.C.M..... Monthly Committee Meeting
- (2) A.G.M Annual General Meeting
- (3) FNSW – Western Branch ..... Football N.S.W Western Branch
- (4) FNSW..... Football N.S.W
- (5) L.D.F. Inc ..... Lithgow District Football Incorporated

#### 7 BANK AUTHORITY

All withdrawals made for the L.D.F. Inc shall be signed by any two (2) of the three (3) nominated executive members. All three signatories MUST not be related in any way.

### PART 2 MEMBERSHIPS

- (1) All L.D.F. Inc membership fees are to be paid prior to the commencement of the competition. New members \$2.00, member renewal \$1.00. (Form attached: APPENDIX 1). Memberships are valid from AGM to AGM of each year. Life members are automatically renewed but must, prior to the commencement of competition, nominate their affiliated club if they intend to utilize their vote.



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## PART 3 THE COMMITTEE

### 8 EXECUTIVE OFFICIALS

#### (1) PRESIDENT

- (a) The President, when present, shall chair all meetings and shall conduct such meetings in accordance with these guidelines. He/she shall have a casting vote at all L.D.F. Inc meetings.
- (b) Shall be a member of the Western Area Branch Committee and attend all meetings of that committee as required. Shall be 2<sup>nd</sup> delegate on Lithgow Sports Advisory committee.
- (c) Prepare the annual report.

#### (2) SNR VICE PRESIDENT

- (a) In the absence of the President from any meeting he/she shall be in the chair. While acting as President, he/she shall have the same voting rights as the President.
- (b) Shall represent L.D.F. Inc at Western Area Branch Committee meetings as required.

#### (3) JNR VICE PRESIDENT

- (a) In the absence of the President and Snr Vice President from any meetings, he/she shall be in the chair. While acting as President, he/she shall have the same voting rights as the President.
- (b) Shall represent L.D.F. Inc at Western Area Branch Committee meetings as required.

#### (4) SECRETARY

The Secretary shall:

- (a) Distribute to all clubs Small Sided Football Guidelines as per FNSW for U/6, U/7, U/8, U/9, U/10 & U/11s.
- (b) Distribute to all affiliated clubs and L.D.F. Inc committee members, a copy of all the minutes from all meetings of L.D.F. Inc meetings within fourteen (14) days.
- (c) Maintain and distribute up-to-date copies of the L.D.F. Inc Constitution to all affiliated clubs and members of the L.D.F. Inc committee before the start of the season.
- (d) Distribute to all Clubs, a copy of "ENJOYMENT THROUGH PARTICIPATION" statement to pass onto all families associated with L.D.F. Inc (**PREFACE 1**).
- (e) Attend to all general business of the Association.
- (f) Attend to all correspondence.
- (g) Undertake any other duties found necessary in the carrying out of the above.
- (h) Be an ex-officio member of all committees.
- (i) Record any action taken in an emergency.
- (j) Keep a record of all attendance at all meetings.

#### (5) TREASURER/PUBLIC OFFICER

The Treasurer shall:

- (a) Receive all monies, giving an official receipt thereof.
- (b) Bank all monies received in an account approved by the committee and in a name approved by the committee.
- (c) Have charge of investment, bank, cheque and deposit books.
- (d) Produce all investment, bank cheque and deposit books at all meetings.
- (e) Produce a current bank statement at all meetings.
- (f) Pay all accounts passed for payment.
- (g) Prepare a financial statement for audit and submission at the A.G.M.
- (h) Prepare an annual budget to be submitted at the A.G.M.
- (i) Account records to be processed through online MYOB program.
- (j) All requisitions to be approved by the TREASURER and two (2) other EXECUTIVE OFFICIALS prior to purchase.





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- (k) All purchases must be made by the L.D.F. Inc Treasurer or by their nominated person. If deliveries are required, they must be sent to the L.D.F. Inc post office box or to the Treasurer's nominated address if no postal delivery is available. All purchases must be opened by the L.D.F. Inc Treasurer or with the L.D.F. Inc Treasurer in attendance.
- (l) Should a change of elected officials within a club, belonging to L.D.F. Inc, membership shall be transferred over to elected replacement upon notification from said club.
- (m) Issue Registration Invoices to all Clubs, which will be due and payable within two (2) weeks of issue. If Clubs do not comply, the treasurer will declare the Club/Clubs unfinancial and they will also be suspended from the competition until all monies are paid in full.
- (n) Liaise between L.D.F Inc. and the Department of Fair Trading regarding all matters to effect the correct and legal operation of L.D.F Inc.

## 9 COMMITTEE OFFICIALS

### (1) REGISTRAR/RECORDER

The Registrar/Recorder shall:

- (a) Accept all registrations and deal with immediately, returning without delay, only those team registration sheets and photo ID sheets which meet the requirements of LDF Inc. & Football NSW.
- (b) Record the names, addresses, ages etc. of all players playing in all or any competitions conducted by L.D.F. Inc.
- (c) Record the results of all competition matches conducted by L.D.F. Inc.
- (d) Examine all Match Cards after each round of the competition and take appropriate action of any irregularities found in those cards, removing any points so gained by any team breaching any By-Law where that By-Law provides to do so.
- (e) Report to the committee any irregularities or breaches of conduct noted on the Match Cards by the officiating Match Official.
- (f) Inform the Club in writing of any loss of points, giving the reason.
- (g) Keep an up-to-date record of all unfinancial and suspended players.
- (h) Hold the card of any suspended player during the period of suspension and return same immediately the period of suspension expires.
- (i) Produce and distribute to participating Clubs an up-to-date points score on a monthly basis where possible.
- (j) Notify Clubs of any Players that are suspended within 24 hours with a copy sent to the L.D.F.A Inc. Secretary.
- (k) Provide Clubs with a list of current unfinancial and suspended players at the LDF Inc. February monthly meeting.

### (2) COMPETITION SECRETARY

The Competition Secretary shall:

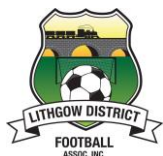
- (a) Prepare all draws for all competitions conducted by L.D.F. Inc.
- (b) Be responsible for the conduct of all competitions, with the right to co-opt the services of members of the committee should the need arise.

### (3) PUBLICITY OFFICER

- (a) The Publicity Officer shall publicise all activities of the L.D.F. Inc.

### (4) PROPERTY OFFICER

- (a) The Property Officer shall be charged with the responsibility of the keeping, issuing, well being and subsequent returning, each year, of the property belonging to the L.D.F. Inc. He/she shall report the need to repair or improve any property belonging to the L.D.F. Inc. When appointed to do so, he/she shall oversee, in conjunction with the L.D.F. Inc. Treasurer, any repairs or replacements needed to maintain the L.D.F. Inc property.



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- (5) **ASSISTANT REGISTRAR/RECORDER**
- (a) Assist the Registrar/Recorder with duties at the start of the season, and when the need arises during the season.
  - (b) Must not be from the same affiliated club as the REGISTRAR/RECORDER.
  - (c) Assists the REGISTRAR/RECORDER in checking all match cards after each game.
- (6) **DISTRICT CO-ORDINATOR**
- (a) Arrange selection trials for all L.D.F. Inc representative teams.
  - (b) Be responsible for the co-ordination of any inter town challenges.
  - (c) Be the liaison between the L.D.F. Inc Executive and the District coaches and managers.
  - (d) Return completed District Team Order Forms promptly to the L.D.F. Inc Treasurer so order can be placed.
  - (e) All monies owed must be collected and handed to the L.D.F. Inc Treasurer prior to receiving and distributing team purchases.
  - (f) All District registration sheets and ID cards must be checked by the L.D.F. Inc Registrar/Recorder or Assistant Registrar/Recorder prior to being sent. One copy of Registration sheet must also be supplied and kept by the L.D.F. Inc Registrar/Recorder. (Clear photocopy acceptable)
  - (g) All allocated gear must be returned to the Property Officer within two (2) weeks of the conclusion of District games.
- (7) **SPORTS ADVISORY LIAISON OFFICER**
- (a) To be a member of the Lithgow Sports Advisory Committee and attend all sports advisory meetings in the Lithgow City Council Chambers on the last Monday of each month and report to L.D.F. Inc. all outcomes of such meetings. To raise all L.D.F. Inc concerns at these meetings and follow up these concerns for appropriate action.
- (8) **MEMBER PROTECTION INFORMATION OFFICER**
- (a) Polices and checks all insurance, member protection and media forms after the finalisation of registrations.
  - (b) Protection officer keeps a record of protected children.
  - (c) Distribute and witness all Member Protection Declarations from all L.D.F. Inc. Executive, Committee Members, District Coaches, Grounds and Canteen Helpers.
  - (d) An MPIO is responsible for providing information and options to an individual making a complaint or raising a concern.
  - (e) They can also provide information and advice to sport administrators and complaint handlers with regard to the Member Protection Policy of that sport.
  - (f) MPIO's should be impartial and don't mediate or investigate complaints.
- 10 L.D.F. Inc officials shall be elected at the A.G.M each year, but should a vacancy occur during the year, it may be filled at a M.C.M. To be eligible for election of any of the above positions, the person concerned must have some direct connection with a club affiliated with L.D.F. Inc.
- 11 L.D.F. Inc officials shall hold office in an honorary capacity during the year they are appointed.
- 12 No L.D.F. Inc official shall hold more than one Executive position.
- 13 Any L.D.F. Inc official absenting him/herself without reasonable excuse, to be decided by the committee, from three (3) consecutive meetings shall be deemed to have vacated office.
- 14 Any L.D.F. Inc official deemed guilty of conduct prejudicial to the interests of the committee may be removed from office at any M.C.M by a two thirds majority of those present and entitled to vote.
- 15 Any official wishing to resign may do so by giving written notice to the secretary.
- 16 In matters of urgency, a quorum of Three (3) officials may act in the interests of the committee. The order of precedence for forming such a quorum shall be: President, Senior Vice President, Junior Vice President, Secretary and Treasurer.
- 17 Persons holding Executive positions, who are nominated as signatories for banking authority, as per Part 3 Point 8.1 to 8.5, shall not be related to or in a relationship with, other than friends or acquaintances, to other persons who hold EXECUTIVE positions.



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- 18 Affiliated clubs shall have the option to hold one (1) EXECUTIVE OFFICIAL position. If after voting at the A.G.M., an EXECUTIVE position/s is/are not held by an affiliated Club, the unfilled EXECUTIVE position/s will be open to the affiliated Clubs which already hold EXECUTIVE positions.
- 19 All persons holding positions on the L.D.F. Inc. Committees, including those who help out on the Grounds and in the Canteen, MUST have a Working With Children Check and MUST register online in the Play Football System. The system will ask for WWCC number and Expiry date.
- 20 Any persons who have been declared unfinancial cannot hold any official positions on the L.D.F Inc. Committee.
- 21 There is no Maximum term for Committee Members to hold Office Positions.

## PART 4 MEETINGS

### 22 GENERAL MEETINGS

- (1) The affairs of L.D.F. Inc shall be administrated by the committee and club representatives.
- (2) All affiliated clubs shall have at least one (1) representative at each meeting.
- (3) General meetings will be held at 7.00 pm on the first Tuesday in each month.
- (4) Executive members cannot represent their club at these meetings.
- (5) The committee shall meet as and when required but with a minimum of three (3) meetings during the season.
- (6) A quorum at a meeting shall consist of a number equal to one third of those entitled to be present and to vote.
- (7) **The order of business at a monthly meeting shall be:**
  - Open meeting.
  - Apologies.
  - Reading and accepting of minutes of previous meeting.
  - Business arising from those minutes.
  - Correspondence.
  - Business arising from correspondence.
  - Treasurers report.
  - Registrar/Recorder report.
  - Competition Secretary Report.
  - Canteen committee report.
  - Publicity Officer Report.
  - Property Officer Report.
  - Grounds committee report.
  - Intensive training report.
  - Representative teams report.
  - Referee's report
  - Sports advisory report.
  - General business
- (8) **The powers and functions shall be:**
  - a) The organisation arrangements and control of non-competitive and competitive games between affiliated clubs each year.
  - b) Arranging with the Lithgow Referee's Association for Match Officials to officiate any L.D.F. Inc. approved competitive and non-competitive games conducted by L.D.F. Inc.
  - c) Control and management of the L.D.F. Inc. finances.
  - d) The right to require any affiliated club to produce any records or documents deemed necessary by the committee.
  - e) A meeting may be called by the President and Secretary on his/her own authority or on a request of not less than two (2) members of the committee, and each member of the committee shall be given not less than 48 hours notice of such a meeting being called.



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#### **23 SPECIAL MEETINGS AND COMMITTEE'S**

- (1) A special meeting shall be called and notices of such meetings together with the business to be discussed be given to all clubs in writing at least seven (7) days prior to the meeting at the request of three (3) affiliated clubs or committee members and shall consider only that business for which it was called.
- (2) Appeals and Judiciary Decision Panels must comprise of a minimum of three (3) members, (only one of whom shall be a member of the L.D.F. Inc executive) not involved in the dispute.
- (3) Special committees may be elected for such period and purpose as considered required.
- (4) All CLUB Committee Members must be prepared to sit on any L.D.F. Inc. Appeal, Judiciary and Discipline Decision Panel when needed throughout the season. Representatives will only be called upon if they or their Club have no connection to any alleged incidents.

#### **24 POLICY MEETINGS**

- (1) The policy meeting shall be held in September each year at the L.D.F. Inc clubhouse following the normal September MCM.
- (2) All clubs wishing to propose amendments to the L.D.F. Inc. Constitution must have written submissions to the Secretary at least seven (7) days before meeting. No correspondence will be accepted at the meeting.
- (3) Any proposed policy changes tabled at each L.D.F. Inc policy meeting will only be accepted from affiliated clubs on club letterhead and signed by the club Secretary, or from the L.D.F. Inc committee, also on letterhead and signed by the Secretary. All proposals MUST come through the respective committees. No individual proposals will be accepted.

#### **25 ANNUAL GENERAL MEETINGS**

- (1) The A.G.M shall be held on the first Wednesday in November of each year at the L.D.F. Inc clubhouse.
- (2) Each affiliated club will be entitled to nominate two (2) members, prior to the commencement of the meeting, to vote on their behalf. These members must be in attendance and financial members of L.D.F. Inc. No Proxy or Postal Votes will be accepted.
- (3) The order of business at the A.G.M shall be:
  - (a) Open meeting.
  - (b) Apologies.
  - (c) Confirmation of the last preceding A.G.M and of any special general meeting held since that meeting.
  - (d) Presentation of Annual Reports.
  - (e) Presentation of adoption of annual financial statements.
  - (f) Consideration of honorariums (being partial reimbursement of out of pocket expenses).
  - (g) Proposed amendments to L.D.F. Inc Objects & Rules or Constitution.
  - (h) Declare all positions vacant.
  - (i) Election of Life Members. All nominations for Life Members must be in writing and handed to the L.D.F. Inc. Secretary at least seven (7) days prior to the Meeting.
  - (j) Election of Auditors
  - (k) Election of Executive Officials
  - (l) Election of Committee Officials
  - (m) Naming of all players and/or clubs deemed to be unfinancial.
  - (n) Consideration of grants to each club to assist in the replacement and/or purchase of club equipment. Grants to be determined and reviewed at every A.G.M.
  - (o) General business deemed to be of importance.

#### **26 VOTING**

- (1) At all meetings conducted by L.D.F. Inc, every club will be entitled to two (2) votes each if two financial members are in attendance.
- (2) No Proxy or Postal Votes will be accepted at any Meeting.



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- (3) Electronic Votes will be accepted if received 24 hours prior to the commencement of a Meeting (excluding Appeals)

#### 27 ALTERATIONS TO THESE RULES

- (1) Except in cases of changed circumstances which were not contemplated or reasonably foreseeable at the time of adoption of these rules or which render any provision in-operable or impracticable, the provision of these rules shall not be altered or amended until the A.G.M each year.
- (2) Where changed circumstances are alleged to exist, any affiliated club shall have the right to apply for alterations or amendments. **(As Per Part 4 Point 25.1)**
- (3) Any such application for amendments must be in writing and in the hands of the Secretary seven (7) days prior to meeting.

### PART 5 CLUBS

#### 28 AFFILIATED CLUBS

- (1) All affiliated clubs must supply the following information to the L.D.F. Inc Secretary prior to the commencement of the competition:
- (2) The names, addresses and phone numbers of all executive committee members.
- (3) The name, address and phone number/s of their nominated delegate for judiciary and appeals.
- (4) The name, address and phone number/s of their nominated delegate for grounds committee.
- (5) The names, addresses and phone numbers of all coaches and managers.
- (6) Their nominated club colours.
- (7) Their nominated training grounds.
- (8) Media release and insurance are part of the online registration Play Football System and all clubs must include these as part of the registrations for players, coaches, managers and committee members.
- (9) Any club who fails to fulfil these obligations will be playing for no competition points, for all competitive teams, until these obligations are met.

### PART 6 REGISTRATIONS

#### 29 UNREGISTERED PLAYERS

Any team that plays Unregistered or Suspended players in all age groups will be fined and or penalised as follows:

- a) For playing Unregistered Players, teams will be fined \$20 for the first offence & \$50 for all continuing offences per match card.
- b) For playing Suspended players, teams will be fined \$50 per player for the first offence & \$100 per player for all continuing offences.
- c) Competitive teams who play Unregistered or Suspended players will also be penalised a maximum of three (3) competition points per game, Win, Lose or Draw

#### 30 REGISTRATION OF PLAYERS

- (1) Over age players may apply to play in lower age group if:
  - (a) There is no local competition for the player's age group available to play in
  - (b) Prior to approval the player's age/size/ability will be taken into consideration on a case by case basis. When applying the applicant must include this information in the application letter.
  - (c) If approval is given only 1 player per team will be allowed
  - (d) The player must not be more than 12 months older than the age group applying for e.g.; 15 year old eligible to play 14's competition.



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- (e) When voting on approval LDF Inc Executive Committee may use NSW Footballs RAE (Relative Age Effect) Policy as a guideline.
- (2) Only players 15 years and over will be permitted to play up in the senior competitions.
  - (3) No junior players (18 years and under) will be permitted to register without a Proof of Age certificate.
  - (4) To Register, teams must have at least seven (7) players for competitive and four (4) players for non-competitive and five (5) for any seven-a-side competition, correctly registered or they will not be deemed eligible to compete in any L.D.F. Inc. Competition. This includes all teams that have been allocated a BYE in Round One (1) of the season.
  - (5) LDF will use exclusively the FFA Play Football registration system.
  - (6) Player registration may be carried out by the Club Registrar, or via self registration.
  - (7) All players must be registered on the Play Football Registration System and accepted and made active by the players club prior to taking the field.
  - (8) All players must be allocated or graded to a team in the Play Football Registration System before competing.
  - (9) Registrations are valid until December 31st of the current year.
  - (10) Registrations close June 30th each year.
  - (11) Each player shall have a clear recent photo uploaded onto the Play Football Registration System.
  - (12) Photo ID Sheets as produced by the Play Football Registration System and are official "documents". The integrity within them is guaranteed by FFA via Play Football Registration System, and the sole responsibility of each club. Clubs must submit two (2) legible copies to LDF Inc Registrar for approval.
  - (13) The ID sheets will be valid until December 31st of the current year only.
  - (14) After the initial Teams have been registered, additional player registrations will be accepted on the day, prior to 12 noon, but must be handed in completed prior to players taking the field.
  - (15) The minimum Age for registration will be players turning five (5) in the current year.
  - (16) All team Coaches/Managers must be recognisable by all match officials during all matches. (E.g. Fluro yellow vest so as not to clash with orange ground official vest. Or informing the Referee at start of games who coach and manager are of the teams taking the field.)
  - (17) All Photo ID Sheets MUST be in the possession of the person/persons in charge of the Team on any given day. Failure to produce on request, will result in the game and the points plus 3 goals being awarded to the opposition.

### 31 DUAL REGISTRATION

- (1) Playing for an Additional Club (Dual Registrations) as per NSW Football Policy (APPENDIX 11) and Western NSW Football Policy (APPENDIX 12) with the conditions of:
  - (a) Application to Western for approval (as per Western Guidelines)
  - (b) Limit of players per team
  - (c) Clubs to apply in writing to LDF Inc. stating which teams the players are applying to join
  - (d) Final approval from LDF Inc Executive

### 32 SUSPENSIONS

- (1) Players who receive three (3) yellow cards in a season will be automatically suspended for one (1) completed match.
- (2) Players who receive a red card will be automatically suspended for two (2) completed matches.
- (3) Players who receive a "red card" for match Official abuse or abuse the Match Official after receiving a red card will be suspended for an additional four (4) completed matches.
  - (a) Fines for proven offences of any verbal abuse will be set at \$50 for the first offence and \$100 for any subsequent offences.





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- (b) This is in addition to any suspension resulting from any red card obtained in the match.
- (c) If fines are not paid by the players within 14 days of notification, the player will be declared unfinancial and will be suspended from all games until fines are paid.
- (4) All suspensions given in the L.D.F Inc. Competitions will be served in the L.D.F Inc. Competitions. For players who are serving a suspension and wish to participate in the Lithgow Carnivals, they **MUST** appeal to the L.D.F Inc. Executive for permission to do so. If Players are granted permission to participate in the Lithgow Carnivals, it will in no way reduce their original suspension.
- (5) Any suspensions given in weeks will be the next round of completed matches or matches that the player's team is scheduled to play, excluding forfeits, washouts and byes. If the team has a forfeit (forced forfeit) awarded to them, this will count as a scheduled match. All players will also be suspended from filling in for older teams until his/her suspension has been completed.
- (6) All clubs have the right to appeal suspensions under **Part 8 Competition – Point 42**.
- (7) The LDF Inc. Executive, may, after meeting and by a majority vote, enforce a further suspension if the offence warrants an extension.
- (8) If a player receives a red card, the player must remove themselves from the field and cannot be on any part of the grassed area of Marjorie Jackson Sporting Complex until the game is officially completed and the match officials have left the field. An additional suspension will be enforced on the player for breach of this rule by the L.D.F. Inc Executive.
- (9) Penalties will apply for playing suspended players. Please see Part 6 – Clause 28 Unregistered/Suspended Players.

### 33 UNFINANCIAL PLAYERS

- (1) Club wishing to declare player/s unfinancial, at any time, must submit declarations to L.D.F. Inc on club letterhead, signed by a Club Executive including Player's name, date of birth, ID number and the amount owed if over \$200.00
- (2) The player/s will not be able to take the field in any match until a letter from the club, (on club letterhead) is forwarded, declaring the Player financial, to L.D.F. Inc.
- (3) Clubs final yearly list of Unfinancial player/s must be submitted to the L.D.F. Inc. Secretary, seven (7) days prior to the A,G,M.

### 34 FINANCES

- (1) All Registration Fees payable to L.D.F. Inc by clubs for the coming season shall be set and circulated to clubs by the MCM in February each year.
- (2) The committee reserves the right to set a one off special levy at any time should the circumstances warrant same.
- (3) If any clubs are unfinancial to L.D.F. Inc will be withdrawn from the competition until financial.

### 35 TEAM NOMINATIONS

- (1) The date of Final Team Nominations is to be set by the Competition Secretary at the March Monthly Meeting. (Form attached: **APPENDIX 4**)
- (2) Clubs will be fined \$20.00 per team if they withdraw from the competition after nominations close.
- (3) Except under special circumstance, when less than four teams are nominated in an age group, clubs can nominate a team or teams within three (3) weeks of the closing date without penalty.
- (4) Due to changing number of registrations each year, Age groups for competitions will be discussed between the February and April meetings between clubs and committee. Player numbers will determine the age groups for each year. **NO CONSOLATION COMPETITION WILL BE RUN FOR ANY AGE GROUP.**

### 36 REPRESENTATIVE PLAYERS



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- (1) That from July 5<sup>th</sup> 2000, any representative players travelling overseas will only be entitled to financial support once only during their junior registration with L.D.F. Inc. Depending on the number of players seeking support, this will be limited to \$100.00 per player. Players must be registered with L.D.F. Inc in the year they are requesting financial assistance.
- (2) Players wishing to try out for district teams will only be permitted to try out for the age in which they turn during the year.
- (3) Younger players can only be invited to try out for older teams if they fail to make the team in which they are eligible and then only after initial tryouts and subsequent advertising for players of the correct age have been completed. No younger players will be selected ahead of any players who try out from the correct age group.
- (4) Nominations for district coaches must be in writing and accompanied by a child protection form (form attached: **APPENDIX 3**).
- (5) District coaches must check all information supplied by players, including dates of birth with the L.D.F. Inc Registrar/Recorder before teams are announced.
- (6) Teams will not be announced until all players who tried out have been notified by mail.

#### **37 PLAYER INSURANCE** AS ATTACHED: **APPENDIX 9**

### **PART 7 CARNIVALS**

#### **38 NON-COMPETITIVE GALA DAY**

- (1) The Gala Day for U/6 to U/10 teams will be played on the same day as the competitive finals in.
- (2) All non-competitive teams will be automatically entered into the Round Robin end of season Gala Day with the Draws and Rules being made available one (1) week before the set date.
- (3) Any teams withdrawing from Gala day will be fined \$20.00 per team if notification of withdrawal is not received within two (2) weeks of set date.

#### **39 LITHGOW UNISEX AND SEVENS CARNIVALS**

- (1) Any clubs wishing to run & share any profits from these Carnivals **MUST** adhere to the following conditions or their share of the profits will be either reduced or forfeited by a majority vote of the Carnival Committee. Each club will be entitled to two (2) votes each.
- (2) Attend all meetings.
- (3) Have an equal share in attendance of the twelve (12) persons required to erect goal posts and mark fields out on the day prior to the Sevens Carnival.
- (4) Have at least two nominated person in attendance in either the office or the clubroom for the duration of both carnivals.
- (5) Have helpers on duty to set up prior to the commencement and to help clean up after the conclusion of both carnivals including the dismantling of the temporary goalposts.
- (6) In order to receive a share of carnival proceeds clubs must nominate a minimum of 40% of their own registered teams to participate in the carnival.
- (7) The carnival committee shall be a sub-committee of L.D.F. Inc.

### **PART 8 COMPETITION**

#### **40 DRAW**

- (1) The draw will be finalised and circulated to clubs one (1) week prior to the start of the Competition.
- (2) Clubs are to distribute copies of the draw to their respective teams **UNALTERED** in any way.

#### **41 CROSS PLAYING & PLAYING UP**

- (1) Only U/6 players can cross play to another U/6 team within their own club. All other age groups can only play up in higher age groups within their own club.





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- (2) A maximum of five (5) younger players can play up per game for an older team within their own club.
- (3) A player can only play up a maximum of two (2) years above their own natural age unless the approval form (see **APPENDIX 10**) is received and approved by L.D.F Inc. prior to the player taking the field. Approval from L.D.F Inc. will only be given after assessing the individual player's strength, stamina and physique. If approval is given, L.D.F Inc. will continue to monitor the player and may withdraw their approval at any time.

#### 42 MATCH CARDS

- (1) The manager of the winning team (or the home team if game is drawn) is responsible for placing the card in the match card box provided in the clubhouse before the close of play or in the Registrar/Recorder's letter box by 6 pm each Saturday for teams playing at Delta or Browntown. If this rule is not abided by, a \$5.00 fine will be issued to the team responsible and if it is a Competitive team, no points will be recorded.
- (2) Full names are to be printed clearly (Blue or Black biro only) on match cards along with the correct ID numbers for competitive players. No signatures are required unless a dispute arises. Clubs may use **approved** stickers with Players Full Name, and for Competitive teams, their FFA ID Numbers.
- (3) Only player's names that actually take part in the match are to be written on the match card.
- (4) If players names are included that do not take part in the match, they must be crossed off the match card directly after the game.
- (5) If players names are included that are not registered players, penalties will apply. (See Part 6 - Registrations – Point 28)
  - (a) The coach and/or manager of both teams, and the match official **MUST** sign the match card directly after the game has concluded to say all information is correct. If there are no scores (These can only be filled in by the Officiating Match Official) written on the match card, **there will be no competition points recorded.**
  - (b) If an error is made by any Match Official in recording the scores on the match card and where it is not noticed by either Match Official/s or club representatives signing the card, both teams should be able to supply documentation, confirmed in writing by the match officials, to support the correct result and points will be awarded accordingly.
  - (c) Once teams have received written notification of the error from L.D.F. Inc., teams will have seven days to submit paperwork to L.D.F. Inc, Secretary.
- (6) Players may be added to the match card at any time until the end of the game or to a total of 11 players are named on the card. Substitutes may only be added to the card in excess of 11 players up until the commencement of the game. The name/s must be added to the card prior to the player(s) taking the field.
- (7) Match Officials must clearly **PRINT** their names on the back of the Match Cards to receive payment for that game.

#### 43 MATCH CARD FINES

- (1) For the first two (2) weeks of the competition, teams will be notified of match card errors and match card fines will not be imposed for this period. Any match card errors during this two (2) week grace period will not be recorded. After this two (2) week period, teams will receive two (2) warnings for match card errors. For continuing offences, all teams will be fined \$5.00 with an increase of \$5.00 for subsequent errors. The maximum fine will be capped at \$20.00 per offence. If teams refuse to pay fines, their club will be declared unfinancial at the A.G.M and unable to rejoin the competition until all fines are paid.
  - (a) **CARD ERRORS ARE AS FOLLOWS:**
    - No ID number
    - Wrong ID number
    - No team for younger players playing up
    - Wrong team for players' playing up



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- Illegal cross playing
  - Over limit of 5 younger players playing up
  - Match Card not handed in
  - No scores recorded. (Competitive teams only)
  - Competitive teams who play more than 5 younger players, handing in an incomplete match card or failing to hand in a match card will also be penalised competition points won in the match involved.
- (b) Official notification of any card errors will be forwarded to the Club in writing, (Either by Blue Slip or Letter

#### 44 APPEALS

- (1) All clubs have the right to appeal suspensions or any decisions made by L.D.F. Inc.
- (2) Appeals must be in writing from the relevant club executive, on Club letterhead and received by the L.D.F. Inc Secretary within 48 hours of the date of notification to the Club.
- (3) Player suspension appeals must be accompanied by a hearing fee of \$50.00.
- (4) All appeals will be heard within seven (7) days of receipt of the above.
- (5) All clubs have the right to appeal to Western Football NSW and finally to Football NSW against any decision made by the L.D.F. Inc.
- (6) Appeals against L.D.F. Inc must be accompanied by a hearing fee of \$100.00.
- (7) All appeals that are referred to L.D.F. Inc by any person, in regards to an internal Club decision must be accompanied by a fee of \$200.00  
If L.D.F. INC finds in favour of the complainant, Clubs will also be charged a fee of \$200.00 if they decide to appeal the ruling.
- (8) Regardless of appeal outcome, fees will not be refunded.

#### 45 NON-COMPETITIVE RULES

- (1) UNDER 6-11As Per FFA "MiniRoos" Guidelines

#### 46 SENIOR COMPETITIONS

- (1) All senior men's and ladies competitions run by L.D.F. Inc shall be of 35 min halves with unlimited interchange.
- (2) If two (2) Senior Men's Competition are to be run, Clubs have the choice of nominating teams in either Div #1 or Div #2 but must take into account the teams or Players performance in the proceeding seasons.

#### 47 FINAL QUALIFIERS

- (1) Junior players who qualify for more than one (1) older team for semi-finals, finals and grand finals, must nominate which team his/her priorities lie with before the semi-finals and will only be eligible to play with that team for the final series.
- (2) To qualify for the finals series, players must play a minimum of 50% of competition matches in the team they are registered with or a total of 6 games whichever is the lower figure.
- (3) Younger players playing up must play a minimum of five (5) games with the older age group plus 50% of competition matches in the team that they are registered with to qualify to play for the older age group.
- (4) If a player, who is registered at the start of the season, can prove he or she has been unable to play due to a serious medical condition sustained after the start of the regular season, he or she may qualify for the finals by application to L.D.F. Inc.
- (5) Where a team has played an odd number of games, the qualifying number of games for that team shall be rounded down to the nearest whole number.
- (6) Where players under the age of 18, who are registered at the start of the season, do not play the minimum amount of qualifying games due to custody/access arrangements with parents/guardians, he or she may qualify for the finals by application to L.D.F. Inc.
- (7) Where there are other extenuating circumstances for players, who are registered at the start of the season, an application may be made to L.D.F. Inc. and each case will be judged on its merit.



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- (8) There will be no fee for an application to L.D.F. Inc. for Part 46 points 4, 6, and 7.

#### 48 WASHOUTS

- (1) All competition rounds washed out by rain shall be abandoned with no points or goals awarded.
- (2) Should a team forfeit or defer before the washout is declared, those matches will be declared washouts.
- (3) In the event of a partial washout, those teams unable to play their match will have it rescheduled except where previously forfeited.
- (4) The decision to declare a competition round and/or a series final as being a washout or a partial washout shall be made by the executive, who shall take into account any directive from the local council regarding the condition of the grounds.
- (5) If a final series match is declared a washout then the decision will be made by the L.D.F. Inc Executive as to how and when the games will be played.

#### 49 MATCH DEFERMENTS

- (1) All applications for match deferments/time changes must be received by the Competition Secretary seven (7) days prior to the set date on the official form. (Appendix 5).
- (2) Any deferments/time changes will only be made under special circumstances, e.g. representative commitments, and must be played within 14 days of the set date.

#### 50 LANGLANDS CUP

The Langland's Cup will remain the property of L.D.F. Inc and will be played for by the oldest junior age group competing in the Lithgow competition.

#### 51 ABUSIVE CONDUCT

- (1) A disciplinary hearing will be held for any verbal abuse directed at a match official or L.D.F. Inc. official by either, a coach, manager or spectator, or if the match official or L.D.F. Inc. official in question lodges an incident report on the day of the alleged offence occurred.
- (2) A disciplinary hearing will be held for any verbal abuse
  - (a) directed at an L.D.F Inc. official by a player.
  - (b) directed to a Match Official by a player and no cards are issued by the Match Official
- (3) L.D.F. Inc will, within a reasonable time following receipt of any Match Official Send-off/Expulsion Report and/or Match Official Incident Report, refer the report(s), to the Member's Disciplinary History and any other material L.D.F. Inc. determines, in its absolute discretion, is relevant to the matter, to the disciplinary hearing panel and to the Member's Club (or to the Club, as the case may be)
- (4) At the time of providing the information referred to in section 50(3), L.D.F. Inc. will notify the Member the Offence(s) allegedly committed and the time, date and location of the hearing.
- (5) L.D.F. Inc. will convene a disciplinary hearing to hear the matter and will use its reasonable endeavours to ensure the matter is heard within seven (7) days of the Match.
- (6) On the day of the hearing the participant/s or Club/s will advise the names of any witnesses attending the hearing with the Member (if relevant).
- (7) Fines for proven offences will be set at \$50.00 for the first offence and \$100.00 for any subsequent offences for all of the above.
- (8) For players, this is in addition to any suspension resulting from any red card obtained during the match.

#### 52 CODES OF CONDUCT

Adopt all FNSW Codes of Conduct SEE ATTACHED: **APPENDIX 8**

#### 53 DRAWN FINALS



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In the Semi Finals, Finals and Grand Finals of ALL competitive games, if a game is drawn at full time, an extra 10 minutes each way will be played. If still equal after extra time, a penalty shootout is to take place.

#### 54 MATCH OFFICIALS

- (1) Matches shall commence at the time stipulated on the draw. Any team not appearing on the allotted field within 10 mins of the stipulated starting time shall be deemed to have forfeited the match.
- (2) Should a match official fail to appear within 5 minutes of the stipulated starting time the coaches of both teams shall each referee one half of the match or agree to appoint a suitable person to referee that game. This rule shall also apply where no match official has been appointed to the game.
- (3) If the appointed match official appears after another person has taken control of, and started the game, it will be the decision of both coaches or managers and the person in control of the game as to whether or not the game is handed over to the appointed match official.
- (4) Match officials must write the score in the space provided on the match card in words and numbers. Eg: 2 (two)
- (5) Where no match officials have been appointed in senior games, club officials who take control of the match **MUST** be over the age of eighteen (18) years.
- (6) Any team who refuses to officiate their half of the game when no officials have been appointed, they will be deemed to have forfeited the match.
- (7) In order to ensure L.D.F. Inc provides a fair and transparent system to Members under these Regulations and to assist the Bodies in arriving at their decisions, in completing Match Official Reports, Match Officials must:
  - (a) Complete their Match Official Report independent of any other Match Officials involved in the Match and of any potential witnesses;
  - (b) As far as reasonably possible, clearly state what they actually saw and/or heard in relation to the incident(s) and clearly distinguish that from what others told them occurred;
  - (c) As far as reasonably possible, in respect of words spoken by a Participant, record those in the first person using the words actually spoken; and
  - (d) As far as reasonably possible, state how they identified the Participant
- (8) A Match Official may seek assistance from a member of a Referees Body in completing a Match Official Report provided that member was not a Match Official involved in the Match and is not otherwise a witness to the incident(s) the subject of the Match Official Report
- (9) Match Officials must use Match Official reports not L.D.F. Inc Incident Reports.

#### 55 FORFEITS

- (1) Any team playing unregistered, ineligible or disqualified players shall be deemed to have forfeited that match.
- (2) Teams forfeiting on two consecutive occasions without satisfactory reasons will be removed from the competition.
- (3) The team receiving a forfeit shall have three (3) points and three (3) goals "for" awarded.
- (4) Teams forfeiting shall have nil (0) points and three (3) goals "against" recorded.
- (5) Any team forfeiting a semi-final or final shall be deemed to have surrendered its position and shall be declared ineligible to play in the final or in the grand final.

#### 56 BALL SIZES

- (1) Under 6 to under 9 – size 3
- (2) Under 10 to under 13 – size 4
- (3) Under 14 to senior – size 5

#### 57 MATCH DURATION

- |     |                |                     |
|-----|----------------|---------------------|
| (1) | Under 6        | 20 minutes each way |
| (2) | Under 7-8-9    | 20 minutes each way |
| (3) | Under 10-11-12 | 25 minutes each way |



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- |     |                       |                     |
|-----|-----------------------|---------------------|
| (4) | Under 13-14           | 30 minutes each way |
| (5) | Under 15-16-18        | 35 minutes each way |
| (6) | Senior Ladies & Men's | 35 minutes each way |

#### 58 COMPETITION POINTS

- (1) All competition matches shall be played on a point score basis, being:
- (a) A win +3 points
  - (b) A draw +1 point
  - (c) A loss 0 points
  - (d) A bye 0 points
  - (e) A win by forfeit +3 points and 3 goals "for"
  - (f) A loss by forfeit 0 points and 3 goals "against"

#### 59 TECHNICAL AREA

Only Nominated Persons, to a maximum of three (3), and substitute players are permitted in the technical area of fields at any one time provided they are not under any suspension.

### PART 9 MISCELLANEOUS

#### 60 MEMBER PROTECTION

- (1) Working with Children Check is a requirement for all CLUBS for all committee members, volunteers, coaches, manager. WWCC Information is part of the Online registrations process in the Play Football Registration System
- (a) Before any applicant will be considered for any voluntary or paid position with L.D.F. Inc.
  - (b) By all volunteer workers on entry to the canteen.
  - (c) By all clubs executive members, committee members, coaches and managers prior to the commencement of the competition.

#### 61 GROUNDS

- (1) The home ground for all affiliated clubs shall be Marjorie Jackson Sporting Complex where all games shall be played.
- (2) Rangers will be granted use of Delta Park on application and fulfilment of these rules
- (3) Blackheath will be granted use of Browntown Oval on application and fulfilment of these rules.
- (4) LCR and Blackheath may apply to have Senior Men's games played at either Delta Park or Browntown Oval, but only with the agreement of the opposing Clubs prior to the draw being finalised at the start of each season.
- (5) **ALL CLUBS MUST HAVE A REPRESENTATIVE ON THE GROUNDS COMMITTEE**

#### 62 DUTY CLUBS

- (1) All clubs affiliated with L.D.F. Inc MUST cover the grounds on their allocated duty days.
- (2) A roster will be drawn up and handed out before the start of the season.
- (3) Clubs will be required to provide two (2) grounds officials at all times on their allocated days.
- (4) Clubs must cover ALL TIMESLOTS on their allocated duty dates. The only exception will be if they have an agreement with another club to share their dates, but notification of any agreements must be made to the competition secretary prior to the roster being drawn up.
- (5) Must be 18 years of age or over and wear appropriate orange vest as supplied by L.D.F. Inc. Duties shall be to see that spectators do not encroach side lines or playing area stop swinging on goal posts, stop spectators standing behind goal posts and instruct any persons to pick up any litter that they have discarded.
- (6) When it is an all Clubs Duty day. The first and last club for that day are not eh clubs that were on duty the week prior or the following week unless they wish.



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#### 63 NO TRAINING

- (1) No training will be permitted on any part of PH1.
- (2) No training or warming up during any organised training sessions will be permitted in the goal mouths of any field.

#### 64 COMPLAINTS AND GRIEVANCES

Any complaints, grievances or protest in relation to any L.D.F. Inc, Referees Body, or any committee members or associated persons must be forwarded through their association club and received by the L.D.F. Inc Secretary within 48 hours of the alleged incident. In all instances, a hearing fee of \$100.00 must accompany any correspondence.

#### 65 AMBULANCES

Notification must be made to a L.D.F. Inc committee member immediately when an ambulance needs to be called.

#### 66 MARQUE AND BBQ

- (1) The L.D.F. Inc marquee & bbq will only be available for the use of L.D.F. Inc committee's and affiliated clubs for football related activities as per L.D.F. Inc hire contract.
- (2) Any persons using the L.D.F. Inc. BBQ and Gas Bottles MUST refill the bottles before the next round of matches.

#### 67 STORM POLICY

AS ATTACHED: **APPENDIX 2**

#### 68 ELECTRONIC DATA

All computer programs and applications are to be of Microsoft Windows compatible, with a minimum of Windows XP. All other programs/applications are not to be used.

#### 69 SOCIAL MEDIA POLICY

As per Football NSW Social Media Policy: See **APPENDIX 9**

- a) Any persons associated with L.D.F Inc. whether it be a player, parent, coach, manager or committee member of L.D.F Inc. or associated clubs will be severely reprimanded and/or suspended if they post anything on Social Media that is libellous, defamatory, racist, sexist, abusive etc or in any way disrespects the rights, dignity and worth of any person, Club or Association.
- b) Any person who likes, shares or comments on the post may also face similar consequences.

#### 70. SMOKING

Smoking has been banned on all sporting fields since 7 January 2013. Government fines of up to \$440 are applicable to those found smoking at sporting grounds. Smoking is prohibited at all areas of the Marjorie Jackson Sporting Complex, except the designated smoking areas outside the fence. FINE (per offence) \$220.00

#### 71. ALCOHOL

Marjorie Jackson is an Alcohol Free Zone. This means you are not allowed to sell/consume or bring alcohol onto the Marjorie Jackson Sporting Complex.

Any person found in breach of this rule will incur the penalties found in the FNSW Policy for the Sale & Supply of Alcoholic Beverages (see **APPENDIX 3**)

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#### PLAYER REGISTRATION, UNFINANCIAL PLAYERS, CONDUCT OF COMPETITIVE AND NON-COMPETITIVE GAMES, AND SPECTATOR MISCONDUCT:

The Rules for the abovementioned categories are controlled by L.D.F. Inc.

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## APPENDIX 1

### APPLICATION FOR MEMBERSHIP

### **LITHGOW DISTRICT FOOTBALL INC.**

(Incorporated under the Association Incorporation Act, 2010)

I \_\_\_\_\_  
[Full Name of Applicant]

Of \_\_\_\_\_  
[Address]

\_\_\_\_\_  
[Occupation]

hereby apply to become a member of the above named incorporated association. In the event of my admission as a member, I agree to be bound by the constitution of the Incorporation for the time being in force.

\_\_\_\_\_  
Signature of Applicant

Date: \_\_\_\_\_

I \_\_\_\_\_ ,  
[Full Name]

a member of the incorporation, nominate the applicant, for membership of the incorporation.

\_\_\_\_\_  
[Signature of Proposer]

Date: \_\_\_\_\_

I \_\_\_\_\_  
[Full Name]

a member of the incorporation, second nomination of the applicant for membership of the incorporation.

\_\_\_\_\_  
[Signature of Seconder]

Date: \_\_\_\_\_





## APPENDIX 2

# LITHGOW DISTRICT FOOTBALL INC.

## STORM POLICY.

**LITHGOW DISTRICT FOOTBALL INC HAS A RESPONSIBILITY TO ALL PERSONS INVOLVED IN OUR SPORTING ACTIVITIES AND THEREFORE HAS DEVELOPED THE FOLLOWING STORM POLICY.**

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### **DEFINITION –STORM**

A violent disturbance of the atmosphere with thunder, lightning, strong wind, heavy rain, hail or snow.

### **OVERVIEW:**

As a duty of care all Coaches and Managers must ensure that all players are protected during storm activity as defined.

Under no circumstances are players allowed to train or play during this activity.

It is the responsibility of all clubs to inform their Coaches and Managers and that this information is relayed to all parents and players.

### **LEGAL LIABILITY:**

Allegations of negligence and the resultant liability for the payment of substantial damages in the aftermath of players suffering from the effects of storm activity is one of the largest legal problems that face – coaches, clubs and Associations.

The word “negligence” is related to the word “neglect” and concerns neglect of duty and standard care.

Coaches and managers should remember that where negligence charges laid by parents or guardians, the accuser must prove three factors for the charges to be upheld:

Namely:

- i) The coach carried a duty of responsibility at the time  
and
- ii) That the duty of care was breached by the coach or manager and resulted  
in
- iii) Loss or injury to a player in the team

If judged to have been negligent, the coach or manager is liable to pay “damages” as compensation to the injured player.

No court expects coaches or managers to watch every child for every second of the day. Coaches and managers are human. They are not expected to have eyes in the back of their heads, but they should be reasonable in their behaviour and prudent in their care. Then if they have taken reasonable precaution, followed by reasonable action in the event of an accident, they cannot be held responsible, even if serious injury or death occurs.

Courts will look at the common practices and standards within the association. Failure to adopt the general practice is often the strongest possible indication of want of care whilst conformity with the general practice usually dispels a chance of negligence.

**Lithgow District Football Inc  
Storm Policy  
Created on 24.04.2000, 8.17 pm.**





# Sale and Supply of Alcoholic Beverages

**All member clubs are reminded of Football NSW Regulation 10.10 relating to the sale and supply of alcoholic beverages at fixtures under the auspices of Football NSW.**

## Conditions

In line with Regulation 10.10 (Alcohol) the following conditions apply to FNSW State League club's (male and female) seeking permission to sell alcoholic beverages at fixtures under the auspices of Football NSW:

- A. The Club must obtain a license as required under the Liquor Licensing Act and supply to Football NSW a copy of the licence.
- B. The point of sale must not be in the vicinity of other food or beverage outlets.
- C. Consumption of alcohol must be restricted to an enclosed area, to which minors do not have access.
- D. Such area must not be adjacent to, or in the vicinity of the players/officials race.
- E. Under no circumstances must alcohol be served to people who are intoxicated.
- F. No club is entitled to sell alcohol, or to allow it to be consumed at their ground without the consent, in writing, of Football NSW.
- G. The sale, provision or consumption of alcohol is not permitted at any Youth League fixture under the control of Football NSW.
- H. No club may permit the sale or consumption of alcohol at their ground where the conditions listed above have not been met in their entirety. Any club found to be in breach of these requirements shall be subject to the following penalties.
- I. Clubs that provide facilities for the sale and supply of alcohol in line with these Regulations must provide a separate and clearly identified 'alcohol free zone'.

## Penalties

Failure to comply with Regulation 10.10 will render the following penalty;

1st Offence:

- Maximum fine of \$1,000-00.

2nd and 3rd Offence occurring in the same season as the 1st Offence:

- Minimum fine of \$500-00.
- Maximum fine of \$3,000-00.

Any club or associated person found guilty of the sale, provision or consumption of alcohol at any Youth League fixture shall be subject to such disciplinary action, fine or penalty as may be imposed by Football NSW.

## Inspections

A resolution of the Board of Football NSW also remains in place advising that random inspections may be carried out and penalties be enforced up to the maximum of three thousand dollars (\$3,000) as provided in Regulation 10.10.

Inspections by designated officers of Football NSW shall occur at any time.

We seek the co-operation of clubs to ensure a responsible approach is taken at football venues for senior fixtures where alcohol is permitted.

It is our earnest desire to work with clubs. We have an obligation to make sure alcohol does not become an issue in inappropriate or anti-social behavior at senior level games.

The sale of alcohol should not take place at any junior fixture.

Thank you in anticipation of your understanding and commitment in this area.



## APPENDIX 4 LITHGOW DISTRICT FOOTBALL INC. TEAM NOMINATION FORM.

**CLUB:**

**YEAR:**

AGE	No of Teams	TEAM NAMES		
UNDER 6		1	2	3
		4	5	6
UNDER 7		1	2	3
		4	5	6
UNDER 8		1	2	3
		4	5	6
UNDER 9		1	2	3
		4	5	6
UNDER 10		1	2	3
		4	5	6
UNDER 11		1	2	3
		4	5	6
UNDER 12		1	2	3
		4	5	6
UNDER 13		1	2	3
		4	5	6
UNDER 14		1	2	3
		4	5	6
UNDER 15		1	2	3
		4	5	6
UNDER 16		1	2	3
		4	5	6
UNDER 18		1	2	3
UNDER 21		1	2	3
LADIES		1	2	3
		4	5	6
ALL AGE		1	2	3
		4	5	6

SECRETARY/REGISTRAR

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_



**APPENDIX 5**  
**LITHGOW DISTRICT FOOTBALL INC.**  
**APPLICATION TO DEFER GAME**

**CLUB:**

**TEAM:**

**WE WISH TO APPLY FOR THE FOLLOWING GAME TO BE DEFERRED**

**REASON FOR DEFERMENT REQUEST:**


Original Match	Week:	Date:	Time:	Field:
Teams:	v			

Proposed Deferment	Week:	Date:	Time:	Field:
--------------------	-------	-------	-------	--------

Home Team Coach	Name:	Signature:
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Away Team Coach	Name:	Signature:
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Referee's Assoc.	Name:	Signature:
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**OFFICE USE ONLY**

The above Match Deferment has been: **Approved / Denied.**

L.D.F. Inc Comp/Sec	Name:	Signature:
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***If Approved, Copy to:***

***L.D.F. Inc Registrar, L.D.F. Inc Publicity Officer, Coach's of both teams & Referee's Assoc.***

## APPENDIX 6 CODES OF CONDUCT



### COACHES CODE OF CONDUCT

#### The FFA Code of Ethics

#### **This code is designed:**

- ☛ To emphasise the elements of enjoyment and satisfaction to junior players and coaches involved in soccer.
- ☛ To make adults including parents and coach's aware that young player's play soccer to satisfy themselves and not necessarily to satisfy adults or member's of their own peer group.
- ☛ To improve the overall health and fitness of Australia's youth by encouraging participation in soccer and making it attractive, safe and enjoyable for all to play.
- ☛ To remind administrator's, coach's, referee's and parents that soccer must be administered, taught and provided, for the good of those young people who wish to play soccer, as ultimately "It is their game".

#### **Coaches Code of Ethics**

- ✓ I will respect the rights, dignity and worth of all players and ensure that everyone is treated equally.
- ✓ I will ensure that the players are involved in a positive environment, and that the game and training is a positive and enjoyable experience.
- ✓ I will respect all players' individuality and help them reach their own full potential.
- ✓ I will be fair, considerate and honest with all players.
- ✓ I will be professional and accept responsibility for my actions and encourage players to demonstrate the same qualities.
- ✓ I will make a commitment to my team, and myself that I will continue to improve my own knowledge of the game through coach education and various training programs.
- ✓ I will coach my player's to play within the rules and in the spirit of the game of soccer.

- ✓ I will avoid any physical contact with the players and should it be required it would be appropriate to the situation and necessary for the player's skill development.
- ✓ I will refrain from any form of personal abuse towards my players. Also be aware to any forms of abuse directed towards my players from other sources whilst they are in my care.
- ✓ I will refrain from any form of harassment towards my players.
- ✓ I will provide a safe environment for training and competition, by ensuring the equipment and facilities meet safety standards.
- ✓ I will show concern and caution towards sick and injured players and allow for further participation in training and competition only when appropriate.
- ✓ I will not engage in the use of crude, foul or abusive language that may be determined offensive or engage in any conduct detrimental to the image of the game when on or off the field.
- ✓ I will refrain from arguing with the referee and / or assistant referees regarding decisions they make.
- ✓ I will treat participants, officials and spectators with courtesy and respect.
- ✓ I will always encourage my team to play within the laws of the game.
- ✓ I will not consent to the use of any banned substance or drugs of dependence by my players.
- ✓ I will act in a responsible manner and accept responsibility for my actions.

## APPENDIX 6

# CODES OF CONDUCT



### **PLAYERS CODE OF CONDUCT**

This code is available in expanded form – Code Of Conduct Full Version –  
Football NSW Website- Policies & Documents- [www.footballnsw.com.au](http://www.footballnsw.com.au)

1. Play by the rules and understand the spirit of the game.
2. Play to win and never set out to lose.
3. Play fair to earn respect and to detest cheats.
4. Refrain from sexual harassment towards fellow players, coaches and officials.
5. Never argue with an official, captain, coach or manager who is there to maintain discipline.
6. Control your temper and avoid verbal abuse, sledging or deliberately distracting or provoking an opponent.
7. Be honest with the coach concerning illness or injury.
8. Work equally hard for yourself and your team.
9. Be a good sport and applaud all players.
10. Accept defeat with dignity and don't seek excuses for defeat or blame the referee or anyone else.
11. Promote the interests of football and encourage other people to watch it or play it fairly.
12. Treat all participants equally. And reject corruption, drugs, racism, violence and other dangers to our sport.
13. Help other to resist corrupting pressures and remind them of their commitment to their team and the game.
14. Co-operate with your coach, team-mates and opponents.
15. Participate for your own enjoyment and benefit.
16. Respect the rights, dignity and worth of all participants, coaches and officials.
17. Denounce those who attempt to discredit our sport.

**Honour those who defend football's good reputation with honesty and fairness and encourage others to act in the same way.**

### **SPECTATOR CODE OF BEHAVIOUR**

A spectator at a match or otherwise involved in any activity sanctioned or staged by, under the auspices of, Football Federation Australia Limited or an affiliated Member Federation or Club must:

- a) Respect the decisions of Match Officials and teach children to do the same;
- b) Never ridicule or unduly scold a child for making a mistake;
- c) Respect the rights, dignity and worth of every person regardless of their gender, ability, race, colour, religion, language, politics, national or ethnic origin;
- d) Not use violence in any form, whether it is against other spectators, Team officials (including coaches), Match Officials or Players;
- e) Not engage in discrimination, harassment or abuse in any form, including the use of obscene or offensive language or gestures, the incitement of hatred or violence or partaking in indecent or racial chanting;
- f) Comply with the terms of entry of any venue, including bag inspections, prohibited and restricted items such as flares, missiles, dangerous articles and items that have the potential to cause injury or public nuisance;
- g) Not, and must not attempt to bring into a venue national or political flags or emblems (except for the national flags of any of the competing teams) or offensive or inappropriate banners, whether written in English or a foreign language;
- h) Not throw missiles (including on the field of play or at other spectators) and must not enter the field of play or its surrounds without lawful authority; and
- i) Conduct themselves in a manner that enhances, rather than injures, the reputation and goodwill of FFA and football generally.

**Any person who does not comply with this Spectator Code of Behaviour or who otherwise causes a disturbance may be evicted from the venue and banned from attending future Matches.**

# APPENDIX 7 CODES OF CONDUCT



## **TERMS OF ADMISSION POLICY**

Football NSW Limited: Adopted on 30<sup>th</sup> August 2012 – (Page 1 of 2)

### **1. General**

Football NSW has zero-tolerance of any form of anti-social behaviour at Matches. Any act of anti-social behaviour will not be tolerated under the Football NSW jurisdiction in the State and anyone found to be involved in this type of behaviour will not be welcome to attend Matches.

The following Terms of Admission shall apply to all Spectators attending Matches.

By attending the Matches, Spectators agree to be bound by these Terms of Admission.

These Terms of Admission should be read in conjunction with any venue conditions of entry, ticket conditions (appearing on each ticket) and the 'FFA Spectator Code of Behaviour'.

### **2. Spectator Behaviour**

Spectators agree to comply with the 'FFA Spectator Code of Behaviour', a copy of which is available at [www.footballaustralia.com.au](http://www.footballaustralia.com.au).

### **3. Ticket**

Spectators must not:

- (a) resell or transfer, or attempt to resell or transfer, the ticket at a premium;
  - (b) use the ticket for advertising, promotion or other commercial purposes (including competitions and trade promotions) or to enhance the demand for other goods or services; or
  - (c) package the ticket with other goods and services.
- Tickets must be carried at all times and produced upon request.

### **4. Refund/Exchange**

Tickets will not be refunded or exchanged except in accordance with the "Code of Practice for the Ticketing of Live Entertainment in Australia" (the Code), available at [www.liveperformance.com.au](http://www.liveperformance.com.au).

Except as provided by the Code, to the extent permitted by law, Football NSW is not liable to any person for any loss (including consequential loss) arising out of, or in connection with, the cancellation or rescheduling of the event.

### **5. Refusal of Entry/Eviction**

Football NSW, the hosting club and venue management reserve the right to refuse entry or evict any person:

- (a) who breaches these Terms of Admission or who Football NSW, the hosting club or venue management has reasonable grounds to believe is likely to breach these Terms of Admission;
- (b) who jeopardises safety or security at the venue or event;
- (c) deemed to be intoxicated or disorderly or under the influence of drugs;
- (d) attempting to bring in, or found in possession of, prohibited or restricted Items;
- (e) engaging in a prohibited or restricted Activity;
- (f) failing to comply with lawful directions by Football NSW, the hosting club and venue management, Police, or contract security staff;
- (g) previously issued with a Court banning notice or Football NSW Banning Notice that still applies; or
- (h) not authorised to be in the venue e.g. without a valid entry ticket or accreditation.

### **6. Security Screening**

All persons and their possessions may be subject to searches before entering the venue, whilst in the venue and

may be subject to search upon exit. Persons who refuse to participate may be denied entry or asked to leave the venue. Any person having entered the venue and found to be in possession of a prohibited or restricted item, shall have such item confiscated and may be evicted from the venue.

### **7. Surveillance**

For the safety and security of Spectators, players, team officials, match officials and staff, surveillance cameras may be operating in and around the venue.

All persons entering the venue consent to having their image recorded and held for a specified period. In the event of an incident, any footage obtained may be provided to Football NSW, the hosting club, Police and the contract security provider and used to prosecute or support the implementation of a ban on a person, or for other law enforcement purposes.

### **8. Prohibited/Restricted Items**

The following is a non-exhaustive list of items that are prohibited by law and are not permitted to enter the venue:

- (a) illegal substances including controlled, dangerous or illicit drugs; and
- (b) flares, fireworks, weapons, explosives and smoke bombs.

**The following items are considered restricted and are not permitted to enter the venue:**

- (a) alcoholic beverages;
- (b) glass bottles, cans and breakable containers;
- (c) missiles of any description;
- (d) recreational equipment such as skateboards, rollerblades and bicycles;
- (e) animals and pets (other than Assistance Dogs);
- (f) laser pointers;
- (g) non-accredited photographic equipment and recording devices for commercial purposes including audio and video equipment;
- (h) confetti or shredded paper;
- (i) flag poles composed of materials other than plastic or greater than 1.5 metres in length;
- (j) signs, banners, flags and clothing displaying offensive, political, National, racial or unauthorised commercial material;
- (k) eskies, coolers and iceboxes too large to be stored under a seat; and
- (l) any item determined by Football NSW, the hosting club or venue management that may cause injury, public nuisance or which is deemed dangerous to fellow spectators.

### **9. Prohibited/Restricted Activities**

The following is a non-exhaustive list of activities that are restricted or prohibited within the venue and participation in such activities may result in eviction:

- (a) smoking (other than in a designated area);
- (b) displaying commercial or offensive signage;
- (c) throwing objects of any description;
- (d) striking or igniting flares, fireworks, explosives and or smoke bombs;
- (e) the use of offensive or racist chanting or language;
- (f) storage of equipment or standing/sitting in aisles or walkways; and
- (g) unauthorised soliciting and customer surveying.



# APPENDIX 7 CODES OF CONDUCT



## **TERMS OF ADMISSION POLICY**

Football NSW Limited: Adopted on 30<sup>th</sup> August 2012 – (Page 2 of 2)

### **10. Responsible Consumption of Alcohol**

All persons entering the venue are advised that:

- (a) they may be entering into a licensed premise;
- (b) persons identified as being intoxicated will not be permitted to enter;
- (c) persons found in possession of liquor will not be permitted to enter;
- (d) persons identified as being intoxicated will be removed from the premises;
- (e) it is an offence for minors to purchase and consume liquor;
- (f) it is an offence to purchase liquor for (or supply liquor to) minors;
- (g) persons supplying liquor to minors will be reported to the Police; and
- (h) penalties and fines may apply under the relevant State's Liquor legislation.

### **11. Liability**

Viewing of football and associated activities can be dangerous and may result in injury. Spectators viewing such activities do so at their own risk. Spectators bring personal items into the venue at their own risk and assume all risk of any damage or loss (including property damage, personal injury, economic and consequential loss) however it arises at the venue.

Football NSW, the hosting club and the venue management will not be held responsible for any damage to, loss or theft of a patron's personal property.

### **12. Photographs and Broadcasts**

Photographs taken within the venue may be used only for private non-commercial purposes.

Making or distributing of broadcasts, commentary, news reports or statistics (by any means including by mobile phone or other wireless device) is prohibited.

### **13. General Conditions**

The following general conditions apply:

- (a) smoking is prohibited other than in designated smoking areas;
- (b) umbrellas are permitted into the venue but, for the comfort of others, must not be raised in the seating or concourse areas;
- (c) for safety reasons, strollers and prams may not be permitted in the seating bowl;
- (d) unauthorised persons are prohibited from entering the field of play. Prosecutions may be pursued for unauthorised access to either the venue or field of play;
- (e) Spectators are responsible for their own conduct whilst in the venue and must pay for the cost of repair of any damage caused to the venue as a result of their conduct; and
- (f) drums or other musical instruments may be permitted into the venue on the condition that the owner is identified and receives prior approval from the venue and event manager.

### **14. Breach of Terms of Admission**

If Spectators breach these Terms of Admission they may be:

- (a) subject to the Grievance Procedures;
- (b) denied access to, or evicted from, the venue;
- (c) banned from attending future matches at the discretion of Football NSW at any Match under the jurisdiction of Football NSW;

- (d) asked for identification by Football NSW (including its authorised contractors, agents or employees), the hosting club, Police, venue management or contract security staff.

Information collected from or on Spectators who breach the Terms of Admission may be shared between FFA, Football NSW, football clubs participating in the Competitions, affiliated associations of Football NSW, contract security staff and or Police. This information may be used to prosecute or support the implementation of a ban on the person, or for other law enforcement purposes, and Spectators consent to such use. All information collected will be handled in accordance with Football NSW Privacy Policy, which is available at [www.footballnsw.com.au](http://www.footballnsw.com.au).

### **15. Privacy Waiver**

Spectators grant consent for their name, address, date of birth and photograph to be provided to Football NSW, by the Police or contract security staff, in the event that they are evicted from or arrested within the venue and for Police to disclose to Football NSW the nature and result of any action or criminal proceeding initiated by Police as a consequence of their eviction from or arrest within the venue.

### **16. Privacy Notification**

All persons entering the venue are advised, in accordance with applicable privacy legislation, that the Police may provide Football NSW with the name, address, date of birth and photograph of any person detained or arrested by Police at the venue and the nature of any action or criminal proceeding initiated by Police as a consequence so that Football NSW can consider, and if deemed necessary, implement a ban on the person from attending future Matches.

### **SCOPE OF POLICY**

Football NSW has the power under its By-Laws to create and issue policies from time to time.

### **REVIEW**

This Terms of Admission policy is to be reviewed by Football NSW as required.

### **DEFINITIONS**

**Competitions** means any or all of the football matches or competitions owned, conducted or governed by Football NSW in the State;

**FFA** means Football Federation Australia Limited;

**Football NSW** means Football NSW Limited, a company limited by guarantee, which is the governing body for football (soccer) in the State;

**Grievance Procedures** means the procedures for the resolution of disputes and grievances as specified in the Football NSW rules and regulations;

**Match** means a football match organised, staged, controlled, sanctioned or governed by Football NSW in the State;

**Spectator** means a person who attends a Match;

**State** means the state of New South Wales with the exception of the northern regions of NSW (the governing body for which is Northern New South Wales Football).

# Football NSW Insurance Programme Overview

2020 Summary Brochure

The Football NSW Insurance Programme has been arranged by Football NSW on behalf of all Insured persons. The programme is administered by Gow-Gates Insurance Brokers.

## Sports Injury Insurance Benefits

Personal Accident	Loss of Income (Weekly Benefits)	Non-Medicare Medical Expenses
<p><b>Who?</b> All appropriately registered players, coaches, trainers, managers, administrators, voluntary workers, selectors, referees, ball boys, medical officers, physiotherapists and ambulance officers; and all directors, officers, employees, executive officers, office bearers and committees of the insured.</p> <p><b>What?</b> Basic cover for participants who suffer injuries arising out of participation in football.</p> <p><b>When?</b> Participating in official football matches. As well as: Organised training, travelling between home / work and training or games, staying away from home for a tour and administrative and social activities for your club.</p>	<p>Weekly benefits are payable whilst you are wholly and continuously unable to work and/or attend school or studies.</p> <p><b>Income Earners</b> 85% of net income or \$250 per week (whichever is the lesser) for 52 weeks. A 7 day excess applies.</p> <p><b>Non-Income Earners</b> Authorised domestic help up to \$250 per week for 52 weeks. A 7 day excess applies.</p> <p><b>Full-Time Students</b> Authorised home tutor costs up to \$250 per week for 52 weeks. A 7 day excess applies.</p>	<p>Non-Medicare Medical Expenses covers medical expenses for which there is no reimbursement (wholly or partly) from Medicare</p> <p><b>Benefits Covered</b></p> <ul style="list-style-type: none"> <li>• 100% of Non-Medicare Medical Benefits</li> <li>• Maximum Payable \$5,000</li> <li>• Physiotherapy prior to surgery limited to \$350 per claim</li> <li>• \$50 excess/ NIL if in a health fund</li> </ul> <p>The Health Insurance Act (Cth) 1973 does not permit the insurer to contribute to expenses which are wholly or partly claimable through Medicare.</p> <p><b>Examples of expenses covered:</b></p> <ul style="list-style-type: none"> <li>• Private Hospital Accommodation</li> <li>• Physiotherapy (limited to \$350 per claim prior to surgery)</li> <li>• Ambulance</li> </ul> <p><b>Examples of expenses not covered:</b></p> <ul style="list-style-type: none"> <li>• Doctors and Surgeons Fees</li> <li>• X-Rays</li> </ul>
	<p><b>Capital Benefits</b></p> <p>Capital Benefits are a lump sum benefit that is provided in the event of Death and Permanent Disability. Benefits are payable based on a table of events available in the full policy wording. Some of the benefits payable include: <b>Death</b> - \$100,000 (U18 \$20,000) <b>Paraplegia and Quadriplegia</b> - \$750,000 <b>Loss of sight of one eye</b> - \$50,000 <b>Loss of use of one limb</b> - \$100,000</p>	<p><b>Other Benefits</b></p> <p>There are other benefits payable under the Football NSW Insurance Programme for expenses which may be incurred as a result of a Football injury.</p> <p><b>Some of these benefits include:</b></p> <ul style="list-style-type: none"> <li>• Funeral Expenses</li> <li>• Travel and Accommodation</li> </ul> <p><b>Full details of these benefits are contained in the policy wording. Please contact Gow- Gates for further information.</b></p>



## How to Make a Claim

All claims need to be submitted online via the Sports Claims Portal. To find the portal appropriate to you and your Club:

1. Visit the Gow-Gates Football Insurance Website - <http://www.gowgatesport.com.au/football>
2. Select your relevant Association
3. Navigate to the 'Claims' section and follow the link to lodge your claim online
4. Register an Account for the Sports Claims Portal

The standard documentation you will be required to upload during the claims portal submission are:

- Club Declaration (to be completed and signed by an Authorised Representative of your Club e.g. President, Vice President, Secretary, Treasurer)
- Physician's Report (to be completed by a GP, specialist, surgeon or dentist)

If you are claiming for Loss of Income, in addition to the Club Declaration and Physician's Report you will also be required to upload:

- Employment Statement (to be completed by your employer)
- Incapacity to Work Statement aka. Page 3 of the Physician's Report (to be completed by a GP, specialist or surgeon)

You will be prompted to download blank copies of the relevant documentation in Step 4 of the claims portal process. The claim submission is an 8 Step procedure and will save your progress as you complete each Step.

## Points to Remember

- All players and officials must be registered with Football NSW for coverage by this insurance programme.
- Only injuries which occur during the policy period are covered.
- No cover is provided for:
  - Any pre-existing defect, infirmity or sickness the insured person suffered from at the time of the accident
  - Self-infliction
  - War and terrorism
  - Aerial activities
  - Being under the influence of Drugs or alcohol
  - Criminal acts
  - Psychiatric or psychological disorder
  - Contamination by radioactivity
  - Sickness, disease or disorder of any kind
  - Injuries which occur outside the policy period
  - Pregnancy or related complications.
- It is recommended that players and officials take out separate Private Health Insurance and/or Personal Income Protection, Life Insurance and Trauma cover.
- Top up insurance on an individual, team or club basis is available and recommended. Please contact Gow-Gates Insurance brokers for details.

## Duty of Care Statement

When you register to play with a Football Club, you are reminded that Football is a body contact sport. Potential, notwithstanding all safety guards, exists for a player to sustain injury. Players must therefore prepare themselves for the game by having a commitment to training and a high level of fitness.

As a measure of your club and Football NSW's support to players and officials, they have arranged insurance cover as set out in this document and for your benefit and risk protection.

In addition to these policies all players and officials are encouraged to take out private health insurance, life insurance and 'top up' cover over and above that is outlined on the previous page to ensure individual needs and circumstances are met.

For any advice or additional insurance cover that you may require please contact Gow-Gates.

## Who can I talk to about an issue or complaint?

First talk to Gow-Gates, ask for claims staff for the Football NSW Insurance Programme.

If this does not resolve the matter or you are not satisfied with the way a complaint has been dealt with, you should contact the complaints manager on 02 8267 9999 or put your complain in writing to [info@gowgates.com.au](mailto:info@gowgates.com.au) or by mail at:

Complaints Officer  
Gow-Gates Insurance Brokers  
GPO Box 4731  
Sydney NSW 2001

Please mark the envelope "Notice of Complaint." We will endeavour to resolve your complaint quickly and fairly.

If your complaint cannot be resolved to your satisfaction within 21 days, you may have the right to refer the matter to the Australian Financial Complaints Authority (AFCA).

## Additional insurance policies included under the Football NSW Insurance Programme for the benefit of your club

Public & Products Liability	Professional Liability	Management Liability
<b>Coverage Provided:</b> Public Liability \$25,000,000 any one occurrence Product Liability \$25,000,000 any one occurrence and in the aggregate	<b>Coverage Provided:</b> Professional Liability \$5,000,000 any one occurrence and \$10,000,000 in the aggregate	<b>Coverage provided:</b> Management Liability \$20,000,000 any one claim and in the aggregate (Other sections, extensions subject to the policy documents)
<b>Excess</b> Bodily Injury Claims-NIL All Other Claims- \$1,000 each and every occurrence	<b>Excess</b> \$1,000 each and every occurrence	<b>Excess</b> NIL with regards to Directors and Officers Liability \$5,000 with regards to Company Liability \$10,000 all other sections
<b>Insurer:</b> Underwritten for certain underwriters at Lloyd's of London & Chubb Insurance Australia Limited by their agent SLE Worldwide Australia Pty Ltd.		<b>Insurer:</b> Insurance Australia Limited trading as CGU Insurance

## Important Information

Please contact Gow-Gates for additional information on the coverage limits, excesses, terms, conditions and exclusions for the covers listed in this document.

This brochure is a summary only of the main points of coverage. The information is of general nature only, no consideration has been made in regard to your own personal needs and/ or circumstances. Please refer to the policy document held by your local club for the complete policy terms and conditions. For any advice or additional insurance cover that you may require please contact Gow-Gates.

This summary is prepared by Gow-Gates Insurance Brokers Pty Ltd (ABN 12 000 837 785 | AFSL 245423). For further information visit:

[www.gowgatesport.com.au/football](http://www.gowgatesport.com.au/football).



# Social Media Policy

## PURPOSE

Social media offers the opportunity for people to gather in online communities of shared interest and create, share or consume content. As a member based organisation, Football NSW Limited (**FNSW**) recognises the benefits of social media as an important tool of engagement and enrichment for our members.

It is important that the reputation of FNSW, its affiliated associations and clubs and the sport generally is not tarnished by anyone using social media tools inappropriately, particularly in relation to any content that might reference FNSW.

When someone clearly identifies their association with FNSW, and/or discusses their involvement in the organisation in this type of forum, they are expected to behave and express themselves appropriately and in the ways that are consistent with FNSW's stated values and policies.

This policy aims to provide some guiding principles to follow when using social media. This policy does not apply to the personal use of social media platforms by FNSW members or staff that makes no reference to FNSW or related issues.

## SCOPE

This policy applies to FNSW Members and staff of FNSW.

This policy covers all forms of social media. Social media includes, but is not limited to, activities such as:

- Maintaining a profile page on social or business networking sites (such as LinkedIn, Facebook, Shutterfly, Twitter or MySpace);
- Content sharing including Flickr (photo sharing) and YouTube (Video Sharing);
- Commenting on blogs for personal or business reasons;
- Leaving product or service reviews on retailer sites or customer review sites;
- Taking part in online votes and polls;
- Taking part in conversations on public and private web forums (message boards); or
- Editing a Wikipedia page

The intent of this policy is to include anything posted online where information is shared that might affect

members, colleagues, sponsors or FNSW as an organisation and the reputation of the sport in general.

## GUIDING PRINCIPLES

The web is not anonymous. FNSW Members and staff should assume that everything they write can be traced back to them.

Due to the unique nature of FNSW, the boundaries between a FNSW Member and staff's profession, volunteer time and social life can often be blurred. It is therefore essential that staff and Members make a clear distinction between what they do, think or say in their capacity as a staff member or Member of FNSW. FNSW considers all staff members and Members of the organisation as its representatives.

When using the internet for professional or personal pursuits, all staff and Members must respect the brands of FNSW, all Association Members and Football Clubs, other staff and Members and anybody else involved in our sport and follow the guidelines in place to ensure that sport's intellectual property or its relationships with sponsors and stakeholders is not compromised (see "Branding and Intellectual Property" below) or the organisation is brought into disrepute.

## USAGE

For FNSW Members and staff using social media, such use:

- Must not contain, or link to, libellous, defamatory or harassing content – this also applies to the use of illustrations or nicknames;
- Must not comment on, or publish information that is confidential in anyway;
- Must not bring the organisation or the sport into disrepute; or
- Must not otherwise be in breach of the FFA Code of Conduct.

For FNSW staff using social media, such use must not interfere with work commitments.

## BRANDING AND INTELLECTUAL PROPERTY

It is important that any trademarks belonging to FNSW, a Branch or any Association Member or Football Club are not used in personal social media applications, except where such use can be considered incidental

– (where incidents is taken to mean “happening in subordinate conjunction with something else”).

## OFFICIAL FNSW BLOGS, SOCIAL PAGES AND ONLINE FORUMS

When creating a new website, social networking page or forum for staff, Association Members, Football Clubs, competitions or Members generally, care should be taken to ensure the appropriate person has given permission to create the page or forum.

Similarly, appropriate permissions must be obtained for the use of logos or images. Images of children may not be replicated on any site without the written permission of the child’s parents and/or guardian.

For official FNSW blogs, social pages and online forums:

- Posts must not contain, nor link to pornographic or indecent content;
- Some hosted sites may sell the right to advertise on their sites through “pop up” content which may be of a questionable nature. This type of hosted site should not be used for online forum or social pages as the nature of “pop up” content cannot be controlled;
- FNSW employees must not use FNSW online pages to promote personal projects; and
- All materials published or used must respect the copyright of third parties.

## CONSIDERATION TOWARDS OTHERS WHEN USING SOCIAL NETWORKING SITES

Social networking sites allow photographs, videos and comments to be shared with thousands of other users. FNSW Members and staff must recognise that it may not be appropriate to share photographs, videos and comments in this way.

For example, there may be an expectation that photographs taken at private FNSW events will not appear publicly on the Internet. In certain situations, FNSW staff or Members could potentially breach the Privacy Act or inadvertently make FNSW liable for breach of copyright.

FNSW Members or staff should be considerate to others in such circumstances and should not post information when they have been asked not to or consent has not been sought and given. They must also

remove information about another person should they be asked to do so.

Under no circumstance should offensive comments be made about FNSW, staff and FNSW Members online.

## BREACH OF POLICY

FNSW will continually monitor online activity in relation to the organisation and the sport. Detected breaches of this policy should be reported to FNSW.

If detected, a breach of this policy may result in disciplinary action from FNSW under the FNSW Constitution and By-Laws. A breach of this policy may also amount to breaches of other FNSW governing documents including its constitution, by-laws and other policies. This may involve a verbal or written warning or in serious cases, termination of employment or engagement with FNSW including suspension of membership.

## DEFINITIONS

**Association Members** means those admitted as Association Members under the Constitution of FNSW.

**Branches** mean each of Southern Branch, Western Branch and Riverina Branch.

**Directors** mean the directors of FNSW.

**Football Activity** means any activity of a football nature that takes place on the field of play or playing area or within or external surrounds of a ground or any other activity relating or incidental to the objects of FNSW.

**Football Clubs** means an entity (whether incorporated or otherwise) formed for the purpose of playing football in competitions conducted by FNSW or Association Members.

**Office Holder** means a person who holds a position, whether elected or appointed, as:

- (a) president, vice-president, secretary, treasurer, director, committee member or employee of the governing body (however described) of a club member, association member, associate member of FNSW, standing committee member or holds any like position with a member of an association member, associate member or standing committee member; or
- (b) a life member.

**Participants** means Players, coaches, Office Holder, Match Official and Spectators

**Players** means a player registered with a Football Club.

**Spectators** mean a person who attends a Football Activity.

**Members** includes, but not limited to:

- Association Members;
- Football Clubs;
- Directors;
- Branches; and
- Participants.

## CONSULTATION OR ADVICE

This policy has been developed to provide guidance for FNSW Members and staff in a new area of social interaction. FNSW Members and staff who are unsure of their rights, liabilities or actions online and seek clarification, should contact FNSW.



## PLAYING ABOVE AGE CONSENT FORM

I, the undersigned as guardian of the participant named hereunder have read, understood, acknowledged and agree to the contents of this document and that I have had the right to obtain independent legal advice regarding same.

I, the undersigned as guardian of the participant give consent for the participant to play in the higher age group (as stated below) which I acknowledge is above what is my child's true age group and as governed by the age groups of participation.

In relation to this participant I acknowledge and accept that there is an inherent risk in the participant playing in an age group which is above/greater than the participant's current age including but not limited to participation against adults in All Age and senior competition. It is acknowledged participation in (soccer) football is a high exertion activity and a contact sport and that the participant has an equal if not greater risk of both general injury and injury from contact arising from participation in the higher age group. These may include muscle cramps, muscle soreness, pain, discomfort, fatigue, abrasion, laceration, bruising, bone dislocation or breakage, head injury including but not limited to concussion and other injuries that may require medical treatment or hospitalisation.

To the full extent permitted by law I as the guardian of the participant release, hold harmless and indemnify the club, association and Football NSW, and their respective board members, officers and employees and any related third party from any and all liability for any loss, damage, expense or personal injury including death that the participant may suffer as a result of the participation in (soccer) football competition in the higher age group due to any cause whatsoever including negligence, breach of contract, or breach of any statutory or other duty of care.

I as guardian of the participant am aware that by signing this document I am waiving certain legal rights on behalf of the participant that I or the participant has or may have had against the Club, Association, Football NSW, and their respective board members, officers, employees or related third parties and I reconfirm that there is an inherent risk in participation in the higher age group which includes but is not limited to the potential for serious personal injury or death.

Where I as guardian sign on behalf of a minor child, I also give full permission for any person connected with the Club and/or Association and/or Football NSW to administer first aid deemed as necessary, and in the case of serious illness or injury, give permission to call for medical and/or surgical care for the participant and to transport the participant to a medical facility deemed as necessary for the wellbeing of the child.

Club participant registered with: \_\_\_\_\_

Participant True Age Group: \_\_\_\_\_ Age Group Consenting to Play: \_\_\_\_\_

\_\_\_\_\_  
Name of Participant

\_\_\_\_\_  
Name of Guardian

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Signature of Guardian

Dated this.....day of .....20.....

\_\_\_\_\_  
Name of Club Representative

\_\_\_\_\_  
Signature of Club Representative

\_\_\_\_\_  
Name of Association Representative

\_\_\_\_\_  
Signature of Association Representative

This form must be completed and returned to the Administrator of the Club for approval by the relevant Association prior to the participant playing in the older age group. It is an insurance requirement that this form must be kept on file by the Association for a minimum of 7 years from the date of signing.



**FOOTBALL**  
**NSW**

## **Football NSW Policy**

Playing for an Additional Club  
- Exceptional Circumstances

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## SECTION 1: PURPOSE

The purpose of the Football NSW Policy on Playing for an Additional Club – Exceptional Circumstance (**the Policy**) is to guide Football NSW and the Football Associations when considering granting exceptional circumstance in Playing for an Additional Club for children.

The Policy is not intended to motivate or generate Playing for an Additional Club applications. The Policy seeks to enable participation in the sport where family circumstances or geographic location present a challenge to regular participation for a child.

Upon approval, the 'Playing for an Additional Club' – exceptional circumstance granted under this policy is intended to apply for that season only. Should a player wish to be considered for future seasons, application must be resubmitted.

## SECTION 2: SCOPE

The Policy only applies to children below 18 years of age participating in community football competitions.

The Policy **does not** apply to players registered to the National Premier League or State League competitions (with the exception of clubs from Regional Branches who may apply for Playing for an Additional Club in accordance with the Policy).

The Policy **does not** apply to community futsal or summer football where there is no prohibition on Playing for an Additional Club.

The Policy **does not** apply to players registered to the Football NSW Futsal Premier League or State League. Registration to those competitions is as defined in the relevant competition regulations

## SECTION 3: DEFINITION OF PLAYING FOR AN ADDITIONAL CLUB

'Playing for an Additional Club' within the scope of the Policy refers to a player may be approved to play for an Additional Playing Club in exceptional circumstances, pursuant to Article 4.9(b)(v) of the FFA National Registration Regulations (NRRs).

## SECTION 4: RELEVANT REGULATIONS

The Policy is bounded by the following article of the FFA National Registration Regulations;

### 4.9 Prohibition on Playing for an Additional Club

- a) A Player can be registered with only one Club in each form of the game at a time.
- b) A Player registered with FFA can play only for the Club (in the relevant form of the game) nominated on the Prescribed Form unless the Player is playing:
  - i. For a Representative Team;
  - ii. For a schools team that is not a Club;
  - iii. In a benefit, testimonial or charity match if that Player has written special permission from FFA or a Member Federation as the case requires;

- iv. In a trial match provided the Player has the written permission of his or her Club and plays in no more than 2 trial matches or such other number of matches as may be specified in Competition Rules; or
- v. ***Any other exceptional circumstances approved by FFA in its absolute discretion, including the nature and extent of injuries, suspension or Representative Team call ups, or a National League Player needing to maintain fitness when a National League is out of season.***

## SECTION 5: CATEGORIES AND ELIGIBILITY

In order to be eligible to have an application for 'Playing for an Additional Club' consideration, an applicant must meet the eligibility criteria of one of the following categories;

1. Split Family
2. Regional Development
3. Junior to Senior Club Opportunities.

### SPLIT FAMILY

Football NSW can consider granting exceptional circumstance in 'Playing for an Additional Club' for children whose parents have separated and live in areas of the state that limit the child's ability to reasonably attend regular football in one location.

Split Family Playing for an Additional Club requests will be considered if;

- a) The child is subject to a shared custody relationship between parents who live separately; and
- b) The regular places of residence of the parents are significantly separated by distance, where it is reasonable to suggest the time /and distance between the places of residence limit the child's ability to play for the one team each weekend; and
- c) The parents of the child, and the primary and secondary clubs, jointly apply for 'Playing for an Additional Club' and commit to upholding the terms and conditions of the 'Playing for an Additional Club' policy and regulations.

### REGIONAL DEVELOPMENT

FNSW can consider granting 'Playing for an Additional Club' exceptional circumstance for children residing in Southern, Western and Riverina Branches where there is a clearly articulated benefit to individual player development or protection of the integrity of regional football competitions.

Regional development Playing for an Additional Club requests will be considered if;

- a) The player resides in a Regional Branch area (i.e. within the Football Association geographic areas of Southern Branch, Western NSW Football, and Football Riverina)
- b) That 'Playing for an Additional Club' will clearly benefit the players development
- c) That 'Playing for an Additional Club' will assist with the development of regional football (including protecting the integrity of local competitions)
- d) That 'Playing for an Additional Club' application is endorsed by both clubs, the relevant Regional Football Associations and the Regional Branch

Applications may be considered for players to dual register to a Regional Branch or Regional Football Association team participating in Football NSW club competitions and a local team participating in Regional Football Association competitions.

### **JUNIOR TO SENIOR CLUB REGIONAL OPPORTUNITIES**

Football NSW can consider granting 'Playing for an Additional Club' exceptional circumstance for players at a second club in a Regional Football Competition where the primary club only fields junior teams and the player is capable of playing in junior and senior age competitions (i.e. a U17 player playing up occasionally into a senior all age competition).

Junior to Senior Club 'Playing for an Additional Club' requests will be considered if;

- a) The junior club the player is registered to does not field any senior teams in local competitions; and
- b) The application is endorsed by both Clubs, the Regional Football Associations and the Regional Branch; and
- c) The parents of the child, and the primary and secondary clubs, jointly apply for Playing for an Additional Club and commit to upholding the terms and conditions of the Playing for an Additional Club

## **SECTION 6: TERMS AND CONDITIONS**

Should an application for 'Playing for an Additional Club' exceptional circumstance be approved, the following terms and conditions would apply to the players' participation in football competitions;

- The FFA National Registration Fee component of the Player's registration fees must be paid when he or she registers to the Player's Registered Club.
- The Player must pay all applicable Member Federation, Association and club fees when he or she registers to the Player's Registered Club.
- The Player must pay all applicable Association and Club fees in relation to his or her participation with the Additional Playing Club. However, the Player is not required to pay an additional FFA National Registration Fee in relation to his or her participation with the Additional Playing Club. Whether or not additional fees will be payable to the Member Federation in relation to the player's participation with the Additional Playing Club will be at the discretion of the Member Federation.
- The FIFA Player Passport system strictly requires that a player be recorded as being registered with only one club at a time. The information in the Player Passport is used to determine which club may be entitled to training compensation or a solidarity contribution in the event that such payments apply later in the professional player's career.
- Only the Player's Registered Club will be recorded on the Player Passport. Any Additional Playing Club will not be recorded on the Player Passport and is not eligible to receive any training compensation or solidarity contribution. Any training compensation or solidarity contribution that becomes payable in relation to the player for the period in which he or she was playing for more than one club will be paid solely to the Player's Registered Club. For the avoidance of doubt, the Additional Playing Club will not receive any training compensation or solidarity contribution.

- Both clubs will need to execute an FFA prescribed form acknowledging and agreeing to this position. The application and approval process under Article 4.9(b)(v) of the NRRs cannot proceed without lodgment of this prescribed form.
- An application to play for the Additional Playing Club will not be approved where that club is within the same Association boundary or competitions as the Player's Registered Club, unless the player is seeking to play junior and senior football at separate clubs in a regional community Association.
- The player will **not** be registered with their additional playing club.

Furthermore, specific to Football NSW (and its Member Associations) competitions;

- The Player's Registered and Additional Playing clubs must be within the Association areas that each parent resides (Split Family)
- The Player can only play for 1 of the Registered or Additional Playing clubs in any week (Monday – Sunday)
- The Player can only play for the Player's Registered club in FNSW tournaments and competitions (i.e. State Cup and Champion of Champions)
- Any match suspension received by the Player relates exclusively to the team in which the Player was representing when the offence occurred
- Any time suspension relates to the Players' participation for both clubs (i.e. a 3-month ban received for an offence representing the primary club results in the player being ineligible to play for both the Player's Registered and Additional Playing club)
- Should the Player breach the terms and conditions they will be considered an ineligible player and the match/es in which they participated will be forfeited 0-3 to the opposing team

It will be the responsibility of the Football Associations to monitor the eligibility of the player granted 'Playing for an Additional Club'.

Football NSW will request team sheets from the applicable Football Associations in order to monitor the eligibility of any player granted Playing for an Additional Club under the Policy.

An audit of eligibility may not occur weekly, and any ineligibility may be applied retrospectively.

## SECTION 7: APPLICATION PROCESS

All applications for 'Playing for an Additional Club' exceptional circumstances are to be submitted online

- <https://form.jotform.co/52011009935850>

## SECTION 8: APPROVAL PROCESS

Approval of applications for 'Playing for an Additional Club' exceptional circumstance will be managed by the Football NSW Member Services department.

The Football NSW Member Services department will consult with the relevant Football NSW departments, FFA, Regional Branches, Football Associations and Clubs when considering applications.

Decisions on 'Playing for an Additional Club' will be provided in writing to all affected parties by Football NSW as soon as practicable following receipt of the submission.

### **Process for Dual Registration – Western NSW Football (2020)**

Dual registration is permissible in some specific cases for Regional Associations/Branches in individual circumstances where there is a benefit to player development or football competitions within Western NSW noting the below is to be followed:-

#### **Local Association Competitions**

- Clubs seeking dual registration for a player registered with a local associations club must submit an application via the [Western NSW Dual Registration Request Form](https://form.jotform.com/90217325956965) <https://form.jotform.com/90217325956965>
  - ❖ Players cannot be dual registered in similar or like for like competitions.
  - ❖ Players will be considered for dual registration from a junior club into a senior club if the junior club does not have any teams in senior competition.
  - ❖ Players will be considered for dual registration pending local association guidelines.
  - ❖ Players required to play school sport will be considered on an individual basis and must be clearly outlined and supported in the application.
- Approved players will be recorded by Western NSW Football
- The player is not eligible to play for the secondary team until written approval is received from Western NSW Football (if granted) and such approval is given to the Association, or in the case of the application being declined will not be eligible for that club/team.
- Only exceptional cases determined by Western NSW Football will be approved outside of the above conditions.

#### **Western NSW Mariners FC Players**

Only players from the below teams at Western NSW Mariners FC will be eligible for Dual Registration into Local Association Football Clubs: -

- Boys and Girls SAP (U9/10/11/12)

Any dual registered player must fulfil their commitments to WNSW Mariners FC in the first instance and failure to abide by the above will result in possible retraction of dual registration

- The player seeking to dual registered player with a club in a local association club must apply through the following [WNSWMFC Dual Registration Request Form](https://form.jotform.com/90217725819967) <https://form.jotform.com/90217725819967>
- Western NSW Football will contact the association to advise of dual registration approval. Requests are not approved until then.
- The player must be on Play Football with Western NSW Mariners FC, and will not be entered into MFC for their secondary club. The Association and Club will need to record the players registration into the team for the dual registration

# LITHGOW DISTRICT FOOTBALL INC

## MODEL CONSTITUTION

*Under the Associations Incorporation Act 2009*

### **About this model constitution**

The constitution of an incorporated association forms the structure within which the association operates.

To assist associations develop their constitution, NSW Fair Trading has prepared this model constitution, which covers the matters required by law. An association may:

- adopt this model constitution; or
- adopt a modified version of this model constitution.

### **Adopting the model constitution (without modification)**

Any changes made to the model constitution will automatically apply to all associations that have adopted the model constitution (without modification).

### **Copyright information**

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### **Disclaimer**

This publication must not be relied on as legal advice. For more information please refer to the appropriate legislation or seek independent legal advice.



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## Part 1 Preliminary

### 1 Definitions

- (1) In this constitution:

**ordinary committee member** means a member of the committee who is not an office-bearer of the association.

**secretary** means:

- (a) the person holding office under this constitution as secretary of the association, or
- (b) if no person holds that office - the public officer of the association.

**special general meeting** means a general meeting of the association other than an annual general meeting.

**the Act** means the *Associations Incorporation Act 2009*.

**the Regulation** means the *Associations Incorporation Regulation 2016*.

- (2) In this constitution:

- (a) a reference to a function includes a reference to a power, authority and duty, and
- (b) a reference to the exercise of a function includes, if the function is a duty, a reference to the performance of the duty.

- (3) The provisions of the *Interpretation Act 1987* apply to and in respect of this constitution in the same manner as those provisions would so apply if this constitution were an instrument made under the Act.

## **Part 2      Membership**

### **2      Membership generally**

- (1) A person is eligible to be a member of the association if:
  - (a) the person is a natural person, and
  - (b) the person has applied and been approved for membership of the association in accordance with clause 3.
- (2) A person is taken to be a member of the association if:
  - (a) the person is a natural person, and
  - (b) the person was:
    - (i) in the case of an unincorporated body that is registered as the association - a member of that unincorporated body immediately before the registration of the association, or
    - (ii) in the case of an association that is amalgamated to form the relevant association - a member of that other association immediately before the amalgamation, or
    - (iii) in the case of a registrable corporation that is registered as an association - a member of the registrable corporation immediately before that entity was registered as an association.
- (3) A person is taken to be a member of the association if the person was one of the individuals on whose behalf an application for registration of the association under section 6 (1) (a) of the Act was made.

### **3      Application for membership**

- (1) An application by a person for membership of the association:
  - (a) must be made in writing (including by email or other electronic means, if the committee so determines) in the form determined by the committee, and
  - (b) must be lodged (including by electronic means, if the committee so determines) with the secretary of the association.
- (2) As soon as practicable after receiving an application for membership, the secretary must refer the application to the committee, which is to determine whether to approve or to reject the application.
- (3) As soon as practicable after the committee makes that determination, the secretary must:
  - (a) notify the applicant in writing (including by email or other electronic means, if the committee so determines) that the committee approved or rejected the application (whichever is applicable), and
  - (b) if the committee approved the application, request the applicant to pay (within the period of 28 days after receipt by the applicant of the notification) the sum payable under this constitution by a member as entrance fee and annual subscription.
- (4) The secretary must, on payment by the applicant of the amounts referred to in subclause (3)
  - (b) within the period referred to in that provision, enter or cause to be entered the applicant's name in the register of members and, on the name being so entered, the applicant becomes a member of the association.

### **4      Cessation of membership**

A person ceases to be a member of the association if the person:

- (a) dies, or
- (b) resigns membership, or
- (c) is expelled from the association, or
- (d) fails to pay the annual membership fee under clause 8 (2) within 3 months after the fee is due.

## **5 Membership entitlements not transferable**

A right, privilege or obligation which a person has by reason of being a member of the association:

- (a) is not capable of being transferred or transmitted to another person, and
- (b) terminates on cessation of the person's membership.

## **6 Resignation of membership**

- (1) A member of the association may resign from membership of the association by first giving to the secretary written notice of at least 1 month (or any other period that the committee may determine) of the member's intention to resign and, on the expiration of the period of notice, the member ceases to be a member.
- (2) If a member of the association ceases to be a member under subclause (1), and in every other case where a member ceases to hold membership, the secretary must make an appropriate entry in the register of members recording the date on which the member ceased to be a member.

## **7 Register of members**

- (1) The secretary must establish and maintain a register of members of the association (whether in written or electronic form) specifying the name and postal, residential or email address of each person who is a member of the association together with the date on which the person became a member.
- (2) The register of members must be kept in New South Wales:
  - (a) at the main premises of the association, or
  - (b) if the association has no premises, at the association's official address.
- (3) The register of members must be open for inspection, free of charge, by any member of the association at any reasonable hour.
- (4) A member of the association may obtain a copy of any part of the register on payment of a fee of not more than \$1 for each page copied.
- (5) If a member requests that any information contained on the register about the member (other than the member's name) not be available for inspection, that information must not be made available for inspection.
- (6) A member must not use information about a person obtained from the register to contact or send material to the person, other than for:
  - (a) the purposes of sending the person a newsletter, a notice in respect of a meeting or other event relating to the association or other material relating to the association, or
  - (b) any other purpose necessary to comply with a requirement of the Act or the Regulation.
- (7) If the register of members is kept in electronic form:
  - (a) it must be convertible into hard copy, and
  - (b) the requirements in subclauses (2) and (3) apply as if a reference to the register of members is a reference to a current hard copy of the register of members.

## **8 Fees and subscriptions**

- (1) A member of the association must, on admission to membership, pay to the association a fee of \$1 or, if some other amount is determined by the committee, that other amount.
- (2) In addition to any amount payable by the member under subclause (1), a member of the association must pay to the association an annual membership fee of \$2 or, if some other amount is determined by the committee, that other amount:
  - (a) except as provided by paragraph (b), before the first day of the financial year of the association in each calendar year, or
  - (b) if the member becomes a member on or after the first day of the financial year of the association in any calendar year—on becoming a member and before the first day of the financial year of the association in each succeeding calendar year.

## **9 Members' liabilities**

The liability of a member of the association to contribute towards the payment of the debts and liabilities of the association or the costs, charges and expenses of the winding up of the association is limited to the amount, if any, unpaid by the member in respect of membership of the association as required by clause 8.

## **10 Resolution of disputes**

- (1) A dispute between a member and another member (in their capacity as members) of the association, or a dispute between a member or members and the association, are to be referred to a Community Justice Centre for mediation under the *Community Justice Centres Act 1983*.
- (2) If a dispute is not resolved by mediation within 3 months of the referral to a Community Justice Centre, the dispute is to be referred to arbitration.
- (3) The *Commercial Arbitration Act 2010* applies to a dispute referred to arbitration.

## **11 Disciplining of members**

- (1) A complaint may be made to the committee by any person that a member of the association:
  - (a) has refused or neglected to comply with a provision or provisions of this constitution, or
  - (b) has wilfully acted in a manner prejudicial to the interests of the association.
- (2) The committee may refuse to deal with a complaint if it considers the complaint to be trivial or vexatious in nature.
- (3) If the committee decides to deal with the complaint, the committee:
  - (a) must cause notice of the complaint to be served on the member concerned, and
  - (b) must give the member at least 14 days from the time the notice is served within which to make submissions to the committee in connection with the complaint, and
  - (c) must take into consideration any submissions made by the member in connection with the complaint.
- (4) The committee may, by resolution, expel the member from the association or suspend the member from membership of the association if, after considering the complaint and any submissions made in connection with the complaint, it is satisfied that the facts alleged in the complaint have been proved and the expulsion or suspension is warranted in the circumstances.
- (5) If the committee expels or suspends a member, the secretary must, within 7 days after the action is taken, cause written notice to be given to the member of the action taken, of the reasons given by the committee for having taken that action and of the member's right of appeal under clause 12.
- (6) The expulsion or suspension does not take effect:
  - (a) until the expiration of the period within which the member is entitled to appeal against the resolution concerned, or
  - (b) if within that period the member exercises the right of appeal, unless and until the association confirms the resolution under clause 12,whichever is the later.

## **12 Right of appeal of disciplined member**

- (1) A member may appeal to the association in general meeting against a resolution of the committee under clause 11, within 7 days after notice of the resolution is served on the member, by lodging with the secretary a notice to that effect.
- (2) The notice may, but need not, be accompanied by a statement of the grounds on which the member intends to rely for the purposes of the appeal.
- (3) On receipt of a notice from a member under subclause (1), the secretary must notify the committee, which is to convene a general meeting of the association to be held within 28 days after the date on which the secretary received the notice.
- (4) At a general meeting of the association convened under subclause (3):
  - (a) no business other than the question of the appeal is to be transacted, and

- (b) the committee and the member must be given the opportunity to state their respective cases orally or in writing, or both, and
  - (c) the members present are to vote by secret ballot on the question of whether the resolution should be confirmed or revoked.
- (5) The appeal is to be determined by a simple majority of votes cast by members of the association.

## **Part 3      The committee**

### **13 Powers of the committee**

Subject to the Act, the Regulation, this constitution and any resolution passed by the association in general meeting, the committee:

- (a) is to control and manage the affairs of the association, and
- (b) may exercise all the functions that may be exercised by the association, other than those functions that are required by this constitution to be exercised by a general meeting of members of the association, and
- (c) has power to perform all the acts and do all things that appear to the committee to be necessary or desirable for the proper management of the affairs of the association.

### **14 Composition and membership of committee**

- (1) The committee is to consist of:
  - (a) the office-bearers of the association, and
  - (b) at least 3 ordinary committee members,each of whom is to be elected at the annual general meeting of the association under clause 15.

**Note.** Section 28 of the Act contains further requirements concerning eligibility for membership and composition of the committee.

- (2) The total number of committee members is to be 7.
- (3) The office-bearers of the association are as follows:
  - (a) the president,
  - (b) the vice-president,
  - (c) the treasurer,
  - (d) the secretary.
- (4) A committee member may hold up to 2 offices (other than both the offices of president and vice-president).
- (5) There is no maximum number of consecutive terms for which a committee member may hold office.

**Note.** Schedule 1 to the Act provides that an association's constitution is to address the maximum number of consecutive terms of office of any office-bearers on the committee.

- (6) Each member of the committee is, subject to this constitution, to hold office until immediately before the election of committee members at the annual general meeting next following the date of the member's election, and is eligible for re-election.

### **15 Election of committee members**

- (1) Nominations of candidates for election as office-bearers of the association or as ordinary committee members:
  - (a) must be made in writing, signed by 2 members of the association and accompanied by the written consent of the candidate (which may be endorsed on the form of the nomination), and
  - (b) must be delivered to the secretary of the association at least 7 days before the date fixed for the holding of the annual general meeting at which the election is to take place.
- (2) If insufficient nominations are received to fill all vacancies on the committee, the candidates nominated are taken to be elected and further nominations are to be received at the annual general meeting.
- (3) If insufficient further nominations are received, any vacant positions remaining on the committee are taken to be casual vacancies.
- (4) If the number of nominations received is equal to the number of vacancies to be filled, the persons nominated are taken to be elected.
- (5) If the number of nominations received exceeds the number of vacancies to be filled, a ballot is to be held.



- (6) The ballot for the election of office-bearers and ordinary committee members of the committee is to be conducted at the annual general meeting in any usual and proper manner that the committee directs.
- (7) A person nominated as a candidate for election as an office-bearer or as an ordinary committee member of the association must be a member of the association.

## **16 Secretary**

- (1) The secretary of the association must, as soon as practicable after being appointed as secretary, lodge notice with the association of his or her address.
- (2) It is the duty of the secretary to keep minutes (whether in written or electronic form) of:
  - (a) all appointments of office-bearers and members of the committee, and
  - (b) the names of members of the committee present at a committee meeting or a general meeting, and
  - (c) all proceedings at committee meetings and general meetings.
- (3) Minutes of proceedings at a meeting must be signed by the chairperson of the meeting or by the chairperson of the next succeeding meeting.
- (4) The signature of the chairperson may be transmitted by electronic means for the purposes of subclause (3).

## **17 Treasurer**

It is the duty of the treasurer of the association to ensure:

- (a) that all money due to the association is collected and received and that all payments authorised by the association are made, and
- (b) that correct books and accounts are kept showing the financial affairs of the association, including full details of all receipts and expenditure connected with the activities of the association.

## **18 Casual vacancies**

- (1) In the event of a casual vacancy occurring in the membership of the committee, the committee may appoint a member of the association to fill the vacancy and the member so appointed is to hold office, subject to this constitution, until the annual general meeting next following the date of the appointment.
- (2) A casual vacancy in the office of a member of the committee occurs if the member:
  - (a) dies, or
  - (b) ceases to be a member of the association, or
  - (c) is or becomes an insolvent under administration within the meaning of the *Corporations Act 2001* of the Commonwealth, or
  - (d) resigns office by notice in writing given to the secretary, or
  - (e) is removed from office under clause 19, or
  - (f) becomes a mentally incapacitated person, or
  - (g) is absent without the consent of the committee from 3 consecutive meetings of the committee, or
  - (h) is convicted of an offence involving fraud or dishonesty for which the maximum penalty on conviction is imprisonment for not less than 3 months, or
  - (i) is prohibited from being a director of a company under Part 2D.6 (Disqualification from managing corporations) of the *Corporations Act 2001* of the Commonwealth.

## **19 Removal of committee members**

- (1) The association in general meeting may by resolution remove any member of the committee from the office of member before the expiration of the member's term of office and may by resolution appoint another person to hold office until the expiration of the term of office of the member so removed.
- (2) If a member of the committee to whom a proposed resolution referred to in subclause (1) relates makes representations in writing to the secretary or president (not exceeding a

reasonable length) and requests that the representations be notified to the members of the association, the secretary or the president may send a copy of the representations to each member of the association or, if the representations are not so sent, the member is entitled to require that the representations be read out at the meeting at which the resolution is considered.

## **20 Committee meetings and quorum**

- (1) The committee must meet at least 3 times in each period of 12 months at the place and time that the committee may determine.
- (2) Additional meetings of the committee may be convened by the president or by any member of the committee.
- (3) Oral or written notice of a meeting of the committee must be given by the secretary to each member of the committee at least 48 hours (or any other period that may be unanimously agreed on by the members of the committee) before the time appointed for the holding of the meeting.
- (4) Notice of a meeting given under subclause (3) must specify the general nature of the business to be transacted at the meeting and no business other than that business is to be transacted at the meeting, except business which the committee members present at the meeting unanimously agree to treat as urgent business.
- (5) Any 3 members of the committee constitute a quorum for the transaction of the business of a meeting of the committee.
- (6) No business is to be transacted by the committee unless a quorum is present and if, within half an hour of the time appointed for the meeting, a quorum is not present, the meeting is to stand adjourned to the same place and at the same hour of the same day in the following week.
- (7) If at the adjourned meeting a quorum is not present within half an hour of the time appointed for the meeting, the meeting is to be dissolved.
- (8) At a meeting of the committee:
  - (a) the president or, in the president's absence, the vice-president is to preside, or
  - (b) if the president and the vice-president are absent or unwilling to act, one of the remaining members of the committee chosen by the members present at the meeting is to preside.

## **21 Appointment of association members as committee members to constitute quorum**

- (1) If at any time the number of committee members is less than the number required to constitute a quorum for a committee meeting, the existing committee members may appoint a sufficient number of members of the association as committee members to enable the quorum to be constituted.
- (2) A member of the committee so appointed is to hold office, subject to this constitution, until the annual general meeting next following the date of the appointment.
- (3) This clause does not apply to the filling of a casual vacancy to which clause 18 applies.

## **22 Use of technology at committee meetings**

- (1) A committee meeting may be held at 2 or more venues using any technology approved by the committee that gives each of the committee's members a reasonable opportunity to participate.
- (2) A committee member who participates in a committee meeting using that technology is taken to be present at the meeting and, if the member votes at the meeting, is taken to have voted in person.

## **23 Delegation by committee to sub-committee**

- (1) The committee may, by instrument in writing, delegate to one or more sub-committees (consisting of the member or members of the association that the committee thinks fit) the exercise of any of the functions of the committee that are specified in the instrument, other than:
  - (a) this power of delegation, and

- (b) a function which is a duty imposed on the committee by the Act or by any other law.
- (2) A function the exercise of which has been delegated to a sub-committee under this clause may, while the delegation remains unrevoked, be exercised from time to time by the sub-committee in accordance with the terms of the delegation.
- (3) A delegation under this clause may be made subject to any conditions or limitations as to the exercise of any function, or as to time or circumstances, that may be specified in the instrument of delegation.
- (4) Despite any delegation under this clause, the committee may continue to exercise any function delegated.
- (5) Any act or thing done or suffered by a sub-committee acting in the exercise of a delegation under this clause has the same force and effect as it would have if it had been done or suffered by the committee.
- (6) The committee may, by instrument in writing, revoke wholly or in part any delegation under this clause.
- (7) A sub-committee may meet and adjourn as it thinks proper.

## **24 Voting and decisions**

- (1) Questions arising at a meeting of the committee or of any sub-committee appointed by the committee are to be determined by a majority of the votes of members of the committee or sub-committee present at the meeting.
- (2) Each member present at a meeting of the committee or of any sub-committee appointed by the committee (including the person presiding at the meeting) is entitled to one vote but, in the event of an equality of votes on any question, the person presiding may exercise a second or casting vote.
- (3) Subject to clause 20 (5), the committee may act despite any vacancy on the committee.
- (4) Any act or thing done or suffered, or purporting to have been done or suffered, by the committee or by a sub-committee appointed by the committee, is valid and effectual despite any defect that may afterwards be discovered in the appointment or qualification of any member of the committee or sub-committee.

## **Part 4      General meetings**

### **25 Annual general meetings - holding of**

- (1) The association must hold its first annual general meeting within 18 months after its registration under the Act.
- (2) The association must hold its annual general meetings:
  - (a) within 6 months after the close of the association's financial year, or
  - (b) within any later time that may be allowed or prescribed under section 37 (2) (b) of the Act.

### **26 Annual general meetings - calling of and business at**

- (1) The annual general meeting of the association is, subject to the Act and to clause 25, to be convened on the date and at the place and time that the committee thinks fit.
- (2) In addition to any other business which may be transacted at an annual general meeting, the business of an annual general meeting is to include the following:
  - (a) to confirm the minutes of the last preceding annual general meeting and of any special general meeting held since that meeting,
  - (b) to receive from the committee reports on the activities of the association during the last preceding financial year,
  - (c) to elect office-bearers of the association and ordinary committee members,
  - (d) to receive and consider any financial statement or report required to be submitted to members under the Act.
- (3) An annual general meeting must be specified as that type of meeting in the notice convening it.

### **27 Special general meetings - calling of**

- (1) The committee may, whenever it thinks fit, convene a special general meeting of the association.
- (2) The committee must, on the requisition of at least 5% of the total number of members, convene a special general meeting of the association.
- (3) A requisition of members for a special general meeting:
  - (a) must be in writing, and
  - (b) must state the purpose or purposes of the meeting, and
  - (c) must be signed by the members making the requisition, and
  - (d) must be lodged with the secretary, and
  - (e) may consist of several documents in a similar form, each signed by one or more of the members making the requisition.
- (4) If the committee fails to convene a special general meeting to be held within 1 month after the date on which a requisition of members for the meeting is lodged with the secretary, any one or more of the members who made the requisition may convene a special general meeting to be held not later than 3 months after that date.
- (5) A special general meeting convened by a member or members as referred to in subclause (4) must be convened as nearly as is practicable in the same manner as general meetings are convened by the committee.
- (6) For the purposes of subclause (3):
  - (a) a requisition may be in electronic form, and
  - (b) a signature may be transmitted, and a requisition may be lodged, by electronic means.

### **28 Notice**

- (1) Except if the nature of the business proposed to be dealt with at a general meeting requires a special resolution of the association, the secretary must, at least 14 days before the date fixed for the holding of the general meeting, give a notice to each member specifying the

place, date and time of the meeting and the nature of the business proposed to be transacted at the meeting.

- (2) If the nature of the business proposed to be dealt with at a general meeting requires a special resolution of the association, the secretary must, at least 21 days before the date fixed for the holding of the general meeting, cause notice to be given to each member specifying, in addition to the matter required under subclause (1), the intention to propose the resolution as a special resolution.

**Note.** A special resolution must be passed in accordance with section 39 of the Act.

- (3) No business other than that specified in the notice convening a general meeting is to be transacted at the meeting except, in the case of an annual general meeting, business which may be transacted under clause 26 (2).
- (4) A member desiring to bring any business before a general meeting may give notice in writing of that business to the secretary who must include that business in the next notice calling a general meeting given after receipt of the notice from the member.

## **29 Quorum for general meetings**

- (1) No item of business is to be transacted at a general meeting unless a quorum of members entitled under this constitution to vote is present during the time the meeting is considering that item.
- (2) Five members present (being members entitled under this constitution to vote at a general meeting) constitute a quorum for the transaction of the business of a general meeting.
- (3) If within half an hour after the appointed time for the commencement of a general meeting a quorum is not present, the meeting:
  - (a) if convened on the requisition of members—is to be dissolved, and
  - (b) in any other case—is to stand adjourned to the same day in the following week at the same time and (unless another place is specified at the time of the adjournment by the person presiding at the meeting or communicated by written notice to members given before the day to which the meeting is adjourned) at the same place.
- (4) If at the adjourned meeting a quorum is not present within half an hour after the time appointed for the commencement of the meeting, the members present (being at least 3) are to constitute a quorum.

## **30 Presiding member**

- (1) The president or, in the president's absence, the vice-president, is to preside as chairperson at each general meeting of the association.
- (2) If the president and the vice-president are absent or unwilling to act, the members present must elect one of their number to preside as chairperson at the meeting.

## **31 Adjournment**

- (1) The chairperson of a general meeting at which a quorum is present may, with the consent of the majority of members present at the meeting, adjourn the meeting from time to time and place to place, but no business is to be transacted at an adjourned meeting other than the business left unfinished at the meeting at which the adjournment took place.
- (2) If a general meeting is adjourned for 14 days or more, the secretary must give written or oral notice of the adjourned meeting to each member of the association stating the place, date and time of the meeting and the nature of the business to be transacted at the meeting.
- (3) Except as provided in subclauses (1) and (2), notice of an adjournment of a general meeting or of the business to be transacted at an adjourned meeting is not required to be given.

## **32 Making of decisions**

- (1) A question arising at a general meeting of the association is to be determined by:
  - (a) a show of hands or, if the meeting is one to which clause 37 applies, any appropriate corresponding method that the committee may determine, or
  - (b) if on the motion of the chairperson or if 5 or more members present at the meeting decide that the question should be determined by a written ballot—a written ballot.
- (2) If the question is to be determined by a show of hands, a declaration by the chairperson that a resolution has, on a show of hands, been carried or carried unanimously or carried by a

particular majority or lost, or an entry to that effect in the minute book of the association, is evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against that resolution.

- (3) Subclause (2) applies to a method determined by the committee under subclause (1) (a) in the same way as it applies to a show of hands.
- (4) If the question is to be determined by a written ballot, the ballot is to be conducted in accordance with the directions of the chairperson.

### **33 Special resolutions**

A special resolution may only be passed by the association in accordance with section 39 of the Act.

### **34 Voting**

- (1) On any question arising at a general meeting of the association a member has one vote only.
- (2) In the case of an equality of votes on a question at a general meeting, the chairperson of the meeting is entitled to exercise a second or casting vote.
- (3) A member is not entitled to vote at any general meeting of the association unless all money due and payable by the member to the association has been paid.
- (4) A member is not entitled to vote at any general meeting of the association if the member is under 18 years of age.

### **35 Proxy votes not permitted**

Proxy voting must not be undertaken at or in respect of a general meeting.

**Note.** Schedule 1 to the Act provides that an association's constitution is to address whether members of the association are entitled to vote by proxy at general meetings.

### **36 Postal or electronic ballots**

- (1) The association may hold a postal or electronic ballot (as the committee determines) to determine any issue or proposal (other than an appeal under clause 12).
- (2) A postal or electronic ballot is to be conducted in accordance with Schedule 3 to the Regulation.

### **37 Use of technology at general meetings**

- (1) A general meeting may be held at 2 or more venues using any technology approved by the committee that gives each of the association's members a reasonable opportunity to participate.
- (2) A member of an association who participates in a general meeting using that technology is taken to be present at the meeting and, if the member votes at the meeting, is taken to have voted in person.



## **Part 5        Miscellaneous**

### **38 Insurance**

The association may effect and maintain insurance.

### **39 Funds - source**

- (1) The funds of the association are to be derived from entrance fees and annual subscriptions of members, donations and, subject to any resolution passed by the association in general meeting, any other sources that the committee determines.
- (2) All money received by the association must be deposited as soon as practicable and without deduction to the credit of the association's bank or other authorised deposit-taking institution account.
- (3) The association must, as soon as practicable after receiving any money, issue an appropriate receipt.

### **40 Funds - management**

- (1) Subject to any resolution passed by the association in general meeting, the funds of the association are to be used solely in pursuance of the objects of the association in the manner that the committee determines.
- (2) All cheques, drafts, bills of exchange, promissory notes and other negotiable instruments must be signed by 2 authorised signatories.

### **41 Association is non-profit**

Subject to the Act and the Regulation, the association must apply its funds and assets solely in pursuance of the objects of the association and must not conduct its affairs so as to provide a pecuniary gain for any of its members.

**Note.** Section 5 of the Act defines **pecuniary gain** for the purpose of this clause.

### **42 Distribution of property on winding up of association**

- (1) Subject to the Act and the Regulations, in a winding up of the association, any surplus property of the association is to be transferred to another organisation with similar objects and which is not carried on for the profit or gain of its individual members.
- (2) In this clause, a reference to the surplus property of an association is a reference to that property of the association remaining after satisfaction of the debts and liabilities of the association and the costs, charges and expenses of the winding up of the association.

**Note.** Section 65 of the Act provides for distribution of surplus property on the winding up of an association.

### **43 Change of name, objects and constitution**

An application for registration of a change in the association's name, objects or constitution in accordance with section 10 of the Act is to be made by the public officer or a committee member.

### **44 Custody of books etc**

Except as otherwise provided by this constitution, all records, books and other documents relating to the association must be kept in New South Wales:

- (a) at the main premises of the association, in the custody of the public officer or a member of the association (as the committee determines), or
- (b) if the association has no premises, at the association's official address, in the custody of the public officer.

### **45 Inspection of books etc**

- (1) The following documents must be open to inspection, free of charge, by a member of the association at any reasonable hour:
  - (a) records, books and other financial documents of the association,
  - (b) this constitution,
  - (c) minutes of all committee meetings and general meetings of the association.

- (2) A member of the association may obtain a copy of any of the documents referred to in subclause (1) on payment of a fee of not more than \$1 for each page copied.
- (3) Despite subclauses (1) and (2), the committee may refuse to permit a member of the association to inspect or obtain a copy of records of the association that relate to confidential, personal, employment, commercial or legal matters or where to do so may be prejudicial to the interests of the association.

## **46 Service of notices**

- (1) For the purpose of this constitution, a notice may be served on or given to a person:
  - (a) by delivering it to the person personally, or
  - (b) by sending it by pre-paid post to the address of the person, or
  - (c) by sending it by facsimile transmission or some other form of electronic transmission to an address specified by the person for giving or serving the notice.
- (2) For the purpose of this constitution, a notice is taken, unless the contrary is proved, to have been given or served:
  - (a) in the case of a notice given or served personally, on the date on which it is received by the addressee, and
  - (b) in the case of a notice sent by pre-paid post, on the date when it would have been delivered in the ordinary course of post, and
  - (c) in the case of a notice sent by facsimile transmission or some other form of electronic transmission, on the date it was sent or, if the machine from which the transmission was sent produces a report indicating that the notice was sent on a later date, on that date.

## **47 Financial year**

The financial year of the association is:

- (a) the period of time commencing on the date of incorporation of the association and ending on the following 30 June, and
- (b) each period of 12 months after the expiration of the previous financial year of the association, commencing on 1 July and ending on the following 30 June.

### **Notes.**

- 1. Schedule 1 to the Act provides that an association's constitution is to address the association's financial year.
- 2. Clause 19 of the Regulation contains a substitute clause 47 for certain associations incorporated under the *Associations Incorporation Act 1984*.