



**NORTHERN SUBURBS FOOTBALL  
ASSOCIATION INC.**

## **ASSOCIATION REGULATIONS**

Amended January 2015

## ASSOCIATION REGULATIONS

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# ASSOCIATION REGULATIONS

## 1. COMMENCEMENT AND APPLICATION

- 1.1 These Association Regulations are effective subject to such alteration, addition or deletion as made from time to time by the Board of Directors of Northern Suburbs Football Association Incorporated pursuant to its Constitution. BOD 1/15

## 2. DEFINITIONS

- 2.1 The words in bold shall in these Association Regulations mean: -
- (a) “**Appellant**” means the party appealing a Determination at First Instance.
  - (b) “**Away Club**” means the Club not playing the match as its home match.
  - (c) “**Board**” means the elected Board of Directors of NSFA Inc.
  - (d) “**CEO**” means the Chief Executive Officer of NSFA Inc.
  - (e) “**Competition**” means any competition between Football Clubs including Competitions whether played during the playing season or pre-season.
  - (f) “**Complaint**” means a breach of the Constitution, Association Regulations, Competition Regulations or grievance relating to a Football Activity.
  - (g) “**Constitution**” means where the context permits the Constitution of NSFA or an affiliated Football Club.
  - (h) “**Costs**” includes fees and expenses of any nature incurred in proceedings.
  - (i) “**Delegate**” means the duly appointed representative of a member.
  - (j) “**Determination at First Instance**” means the final determination of proceedings before a tribunal established by NSFA or affiliated member other than an appeal under section 11 of these Association Regulations.
  - (k) “**Director**” means a member of the Board
  - (l) “**Directors**” means the Board.
  - (m) “**Document**” means any written material in whatever form it is produced.
  - (n) “**Field of Play**” means where the game is played.
  - (o) “**Financial Default**” means the non-payment by a Member of any monies due and payable to the NSFA or an affiliated member after the date when such monies were due and payable”
  - (p) “**Football Activity**” means any activity of a football nature that takes place on the field of play or playing area or within external surrounds of a ground or any other activity relating to the objects of NSFA.
  - (q) “**Football Club**” means an entity formed for the purpose of playing football in Competitions conducted by NSFA.
  - (r) “**Game**” means the playing of football (also known as soccer) and Futsal.
  - (s) “**Ground**” means the venue where the game is played.
  - (t) “**Initiating Notice**” means where the context permits a notice of Complaint, notice of appeal, notice of protest, notice to produce, notice to attend, notice of dispute or general notice.
  - (u) “**Insolvency Event**” means where an affiliated member has: -
    - (i) a manager, receiver or administrative receiver appointed against it or any part of its undertaking or assets;
    - (ii) an administration order made against it;
    - (iii) a winding-up order made against it;
    - (iv) a resolution passed for its winding-up;
    - (v) enters into any arrangement with its creditors or some part of them in respect of the payment of its debts or part of them as a company under voluntary arrangement or Scheme of Arrangement under the Corporations Act 2001;

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- (vi) has any proceeding or step taken in any jurisdiction made which has a substantially similar effect to any of the above.
- (v) **“Match”** means a Game between Football Clubs whether as a friendly or a trial Match or in a Competition.
- (w) **“Material Change”** means a change in the Constitution or shareholding or membership of an affiliated club as to reduce the beneficial control or ownership by 51% or more or ceases to play football in a competition conducted by Football NSW or an association member as its principal activity.
- (x) **“Member”** means a member affiliated to NSFA or admitted as a member under the Constitution of NSFA.
- (y) **“Notice”** means an Initiating Notice, document or letter.
- (z) **“NSFA”** means Northern Suburbs Football Association Inc.
- (aa) **“Office Holder”** means a person who holds a position, whether elected or appointed, as: -
  - (i) President, vice president, secretary, treasurer, director, sub-committee member or employee of the NSFA or an affiliated member of the association;
  - (ii) A life member.
- (bb) **“Participant”** means players coaches, office holders, match officials, spectators and any other person involved in a Football Activity”
- (cc) **“Party”** is a party to proceedings.
- (dd) **“Person”** means a natural person.
- (ee) **“Player”** means a Player registered with a Football Club.
- (ff) **“Playing area”** means the field of play and any perimeter area between the line of the field of play and the spectator area.
- (gg) **“Pre-season”** means the period of the year outside the playing season.
- (hh) **“Proceedings”** means proceedings to determine any matter pursuant to these By-Laws or the grievance procedure of Football Federation Australia or a Court of Law”.
- (ii) **“Registration”** means the registration of a Player or Person with NSFA or an affiliated club.
- (jj) **“Spectator”** means a Person who attends a Football Activity.
- (kk) **“Sub-committee”** means a committee instigated by the Board for a specific purpose.

### 3. ADMISSION TO MEMBERSHIP

#### Affiliation

- 3.1 Any Football Club wishing to enter into competitions or matches conducted by NSFA shall apply for affiliation in writing to the CEO using the affiliation forms prescribed by the Board: -
  - (a) On an annual basis;
  - (b) On such terms and conditions as the Directors may determine.
- 3.2 Acceptance in any one year shall not constitute a right or privilege to be affiliated in any subsequent year. The Board may determine whether to accept or reject an application for re-affiliation in its discretion.
- 3.3 The application shall contain a provision for a signed declaration stating that the Football Club and each of its participants: -

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- (a) acknowledges that this affiliation operates from March 1<sup>st</sup> of the current year until the last day of February of the following year. **BOD 1/15**
  - (b) agrees to be bound by and comply with the Association Constitution and Association Regulations, Regulations, Policies and any other direction of the Board or the CEO and any alteration, revocation or addition to any of the above made from time to time;
  - (c) agrees to be bound by the Constitution and Statutes, Regulations and policies of Football Federation Australia and Football NSW and any alteration, revocation or addition to any of the above made from time to time;
  - (d) agrees to be bound by and comply with any agreement between FFA, Football NSW or NSFA and their respective sponsors or with any other person made for the benefit of FFA, Football NSW, NSFA or in the general interests of the game;
  - (e) acknowledges that where there is any inconsistency between the Constitution, Association Regulations and Regulations of NSFA and Constitution and By-Laws and Regulations of the affiliated club, then to the extent of such inconsistency, the Constitution, Association Regulations and Regulations of NSFA shall apply;
  - (f) warrants that each of its participants prior to registration has read and understood the NSFA Constitution, Association Regulations, Regulations, Policies, Directions of Directors and/or the CEO referred to in this Association Regulation 3.3 and has agreed in writing to be bound and submit to the jurisdiction of NSFA and the affiliated club;
  - (g) undertakes to ensure that any debts incurred to this Association will be paid in full under the terms of the Constitution, Association Regulations and Regulations.
- 3.4 The NSFA and each Member, Participant or Football Club submits exclusively to the jurisdiction of any tribunal established pursuant to these Association Regulations to determine any Complaint/dispute that arises between the NSFA, Member, Participant or Football Club or a combination of any of them and will not commence or pursue any proceedings in a Court of Law until such time as the Internal Resolution Process of the Complaint/dispute has been exhausted.
- 3.5 Each affiliated club shall annually provide to the CEO, no later than the date advised by NSFA, the following: -
- (a) The Affiliation Form provided being fully completed, which includes a list of the names and addresses of all its office-bearers including two delegates for general meetings of the association.
  - (b) A colour photograph of the club's full colours for both the main strip and alternate strip. Clubs are only permitted one main strip and one alternate strip. The alternate strip is for use where a clash of colours is evident and the home team will wear the approved alternate strip.
  - (c) A copy of the club's Certificate of Incorporation.
  - (d) A signed copy of the most recent Department of Fair Trading Return Form A12. **BOD 1/15**
  - (e) A signed copy of the club's most recent financial statements and Annual Report.

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- (f) A signed copy of the club's audit report if required by the Associations Incorporation Act 2009. BOD 1/15
- (g) A signed copy of the NSFA Club Financial Report as per Appendix A. BOD 1/15
- (h) Any other document deemed necessary by NSFA.
- (i) All affiliated clubs must have attained at least a Level 1 accreditation under the FFA National Club Accreditation Scheme. BOD 1/15
- (j) Affiliated clubs must ensure that they renew their Level 1 accreditation status if and when required to do so by FFA. BOD 1/15

Any club failing to supply these may be disaffiliated by notice from the Board.

- 3.6 If after the date of acceptance as an affiliated club, such affiliated club wishes to make a material change to its constitution or shareholding or membership it shall advise NSFA in writing. The Board may decide whether such change causes that club to become a new entity for the purposes of affiliation, and the Board may as a result require that club to re-apply for affiliation.

### Life Members

- 3.7 The Board may endorse a nomination for Life Membership using the following scoring system. As a guideline, the nominee should score a minimum of 500 points: -
- (a) Service on Association Board – 100 points per year of service;
  - (b) Service on Association sub-committees – 25 points per year of service;
  - (c) Service as club President and/or Secretary – 20 points per year of service;
  - (d) Service on club committee other than in (iii) – 10 points per year of service.

## 4. FEES

- 4.1 Upon acceptance of a club's affiliation, all prescribed fees shall be paid by the due date set out in clause 4.3 below. The Board may grant an extension of time for payment of the prescribed fees. Any affiliated club failing to pay the first 50% in full within 90 days of the date of the invoice will be declared "un-financial" resulting in automatic loss of points earned during the "un-financial" period. If the club is "un-financial" at the time the invoice for the second 50% of fees has been issued the club is required to pay double the amount of the outstanding invoice, less any amount already paid immediately.
- 4.2 Any affiliated club failing to pay the second 50% of fees in full within 45 days of the date of the invoice will be declared "un-financial" resulting in automatic loss of points earned during the "un-financial" period and/or withholding of trophies, medals and pennants due. A club who is in default under this clause will be required to pay total registration fees outstanding in full before the "un-financial" period will be lifted.
- 4.3 Any invoices remaining unpaid after 45 days of due date will incur a fee as determined by the Board retrospective to the date of the invoice.
- 4.4 Any other debtors who have not paid within 45 days of the date of the invoice will incur the fee described in clause 4.3 above.
- 4.5 Affiliation and registration fees shall be determined each year by the Board.

## 5. BOARD OF DIRECTORS

### Powers and Functions of the Board

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- 5.1 In addition to the powers vested by the Constitution, the Board has the power to determine: -
- (a) Admission or rejection of applications by persons for registration as players.
  - (b) Fining, suspending or otherwise disciplining a member, team, player, official or supporter for misconduct or failure to comply with the rules of the Association or its Association Regulations.
  - (c) The control and management of all competitions and matches conducted by the Association.
  - (d) The power to order any player, official, supporter or member to appear before the Board or P.D & D.C to answer any charge of conduct which is considered prejudicial to the game and or the Association.
  - (e) To alter, veto or set aside any sub-committee decisions.
  - (f) To award or deduct points at its discretion.

## 6. REGULATIONS

- 6.1 The Board shall make such Regulations, Standing Orders and Playing Conditions as it deems necessary in respect of any matter arising from or incidental to the implementation of these Association Regulations.
- 6.2 Regulations, Standing Orders and Playing Conditions made pursuant to section 6.1 above come into effect on the date determined by the Board.
- 6.3 The power to make Regulations, Standing Orders and Playing Conditions includes the power to amend, delete or add to Regulations, Standing Orders and Playing Conditions made.

## 7. SUB-COMMITTEES

- 7.1 The Directors may establish such sub-committees as it may from time to time determine and designate to each of them their respective functions and powers.
- 7.2 The Directors shall appoint the chairman and committee's members.
- 7.3 All sub-committees shall report directly to the CEO.

## 8. COMPETITION COMMITTEES

- 8.1 The Directors may establish one or more football committees at their discretion to manage competitions in conjunction with the NSFA office staff.
- 8.2 The Directors shall appoint a chairman to each committee and then each chairman shall appoint the members of the committee. The Directors may at their discretion veto any member appointed to any committee.
- 8.3 All competition committees so established shall report directly to the CEO unless otherwise specified in the Terms of Reference for that particular committee.

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### 9. PROTESTS, DISPUTES & DISCIPLINARY COMMITTEE

- 9.1 The Directors shall establish the Protests, Disputes & Disciplinary Committee (P.D. & D.C) which shall investigate & determine: -
- (a) Any offence on the field of play in accordance with the Schedule of Offences listed in the relevant NSFA Competition Regulations;
  - (b) Any reports or complaints of misconduct by players, coaches, managers, club officials or spectators;
  - (c) Any protests by affiliated clubs against a decision of an NSFA sub-committee or competition committee;
  - (d) Any matter referred by the Directors, CEO or Member Protection Information Officer (MPIO).
- 9.2 The Directors shall appoint a Chairman. The Chairman shall then appoint five (5) suitable persons to the Committee who are independent and at arm's length of any party involved before the Committee. No less than three (3) members of the committee, in addition to the Chairman, must sit on any hearing before the Committee.
- 9.3 The P.D. & D.C. shall report directly to the CEO.

### 10. APPEALS

#### Appeal Tribunals

- 10.1 The Directors shall establish an Appeal Tribunal to determine appeals from a Determination at First Instance.
- 10.2 The Directors shall appoint a Panel of Persons to sit on the Appeal Tribunal.
- 10.3 There shall be no less than three (3) Persons sitting on any Appeal Tribunal.
- 10.4 No Person on the Appeal Tribunal may hear any appeal if that Person was involved in the Determination at First Instance.
- 10.5 Persons on the Appeal Tribunal shall be independent of the parties to the appeal and must not hold any position with a party to the appeal whether honorary or otherwise.
- 10.6 The Appeal Tribunal may make such determination as available to it pursuant to the Regulations.

### 11. CONDUCT

#### Insolvent Conduct

- 11.1 Where any Member or Football Club suffers an Insolvency Event, it shall be referred to the Directors who may: -
- (a) If a Football Club, and the Insolvency Event occurs at any time during the playing season: -

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- (a) Deduct points it has accumulated in the Competition in which it participated; or
- (b) Where the Insolvency Event occurs during the pre-season, deduct points from the Competition following the pre-season such that it starts that Competition on minus the number of points deducted.

Discontinue the Member or Football Club from membership of NSFA or Competitions.

- 11.2. A Member or Football Club may appeal against the Directors' decision. The appeal shall be referred to the Appeal Tribunal.
- 11.3. Prior to the Appeal Tribunal hearing the appeal, it shall appoint an independent Chartered Accountant to review the Member or Football Club's activities and prepare an independent report into the circumstances surrounding and leading up to the insolvency event and to its general future financial viability.
  - (a) The independent report shall be made available to the Member or Football Club, the Appeal Tribunal hearing the appeal, and the Directors.
  - (b) The Member or Football Club shall pay the Cost of the independent report.
  - (c) The Tribunal shall not hear the appeal until it is in receipt of the independent report and evidence of payment by the Member or Football Club of the independent report.

### **Misconduct**

- 11.4 All Members, Football Clubs, Participants and spectators are governed by the Football Federation Australia National Code of Conduct and the provisions of that Code shall govern the carriage of any charge in relation to misconduct.

## **12. COMPETITIONS**

### **Admission and Suspension**

- 12.1. The CEO shall conduct such Competitions as the Directors may from time to time determine.
- 12.2. The administrative control and conduct of Competitions vests in the CEO subject to any resolution by the Directors to the contrary.
- 12.3. The Directors may upon reasonable grounds and on terms and conditions as in its absolute discretion determine, admit, suspend, promote, relegate, expel or accept the withdrawal of any Football Club from a Competition.
- 12.4. The Directors may admit a Football Club from other associations to participate in NSFA Competitions.
- 12.5. The Directors shall determine the playing season of a Competition from time to time.

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### Eligibility and Application for Admission

- 12.6. The Directors, who shall set admission criteria, shall determine eligibility for admission to a Competition.
- 12.7. Application for admission shall be made to the CEO by written application.
- 12.8. A Football Club shall in any application for admission to a Competition warrant that at all times it will comply with criteria for admission to the Competition, including the Competition Regulations and these Association Regulations.

### Exemption from Compliance

- 12.9. Any application for exemption or time for compliance with the criteria or part thereof must be made at the time of application for admission.
- 12.10. The Directors may approve any application for exemption or time to comply with criteria subject to such terms and conditions as the Directors may determine ("Conditional Admission").
- 12.11. A Football Club which does not comply with Conditional Admission or part may be expelled from Competition by resolution of the Directors if no later than fourteen (14) days prior to the commencement of the Competition it has failed to comply in all respects with the conditional admission.

### Expulsion

- 12.12. A resolution by the Directors to expel a Football Club from Competitions may also include a resolution for expulsion from Membership of NSFA.

## 13. BANK AUTHORITY

- 13.1 All electronic payments made by the Association shall be authorised by any two (2) of the following: -  
President, Vice-President, Public Officer, Treasurer
- 13.2 All cheques issued by the Association shall be signed by any two (2) of the following: -  
President, Vice-President, Public Officer, Treasurer.

## 14. FINANCIAL RECORDS

- 14.1. Each Member and Football Club shall keep accounting records to record the fact and nature of all payments and receipts in a manner as to disclose with reasonable accuracy at any time its financial position including assets and liabilities.
- 14.2. Each Member and Football Club is to make available at the request of the CEO all annual financial statements prepared in accordance with State and Commonwealth Legislation as relate to incorporated associations.
- 14.3. Any material errors or omissions in the accounting records or financial statements of a Member must be reported to NSFA where accounting records and annual returns have already been lodged.

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### 15. FINANCIAL DEFAULT

- 15.1 Where a Member is in financial default and without prejudice to any other right, power or remedies of NSFA, interest shall be paid by the Member on monies due under the financial default at the rate charged by the Member on monies due under the financial default at the rate charged by the Commonwealth Bank of Australia ("CBA") secured overdrafts of \$100,000.
- 15.2. In addition to interest, rights, powers and remedies referred to in By-Law 16.1 a Member in financial default shall: -
- (a) If more than Sixty (60) days and the Member is a Football Club: -
    - (i) Shall not be entitled to points from matches in which the Football Clubs' teams participate until the Financial Default is rectified;
    - (ii) Points lost are not re-instate able;
    - (iii) Prohibited from participating in semi-final or final play-off series;
    - (iv) For the purpose of this clause a Football Club includes each of the teams playing for that Football Club.
  - (b) If a Member other than a Football Club: -
    - (i) The Member's voting rights pursuant to the Constitution are suspended until the Financial Default is rectified;
    - (ii) Such other sanctions as the Directors may determine including suspension as a Member.