

## Southern NSW Football Incorporated T/A Southern Branch By Laws

### Section 1

#### 1. COMMENCEMENT AND APPLICATION

- 1.1 These By-Laws are effective as from (28/11/2010) subject to such alteration, addition or deletion as made from time to time by the Board of Southern NSW Football Incorporated pursuant to its Constitution.

### Section 2

#### 2. DEFINITIONS

- 2.1. The words in bold shall in these By Laws 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) “**SNSWF (Southern Branch)**” means Southern NSW Football Incorporated
- (d) “**Board**” means the elected board of the SNSWF Inc.
- (e) “**Association Member**” means those admitted as Association Members under the Constitution of the SNSWF.
- (f) “**Competition**” means any Competition between Football Associations or Clubs including Competitions whether played during the playing season or pre season.
- (g) “**Complaint**” means a breach of the Constitution, By-Laws of, By Laws or grievance relating to a Football Activity.
- (h) “**Constitution**” means where the context permits the Constitution of SNSWF or a Football Club of an Association Member
- (i) “**Directors**” means the Board of Directors of SNSWF and where the context permits the like officers of a Member.
- (j) “**Costs**” includes fees and expenses of any nature incurred in Proceedings.
- (k) “**Delegate**” means the duly appointed representative of a Member.
- (l) “**Determination at First Instance**” means the final determination of proceedings before a commission/tribunal established by SNSWF or Association Member or Standing other than an appeal under section 9 of these By-Laws.
- (m) “**Director**” means a member of the elected Board.
- (n) “**Document**” means any written material in whatever form it is produced.
- (o) “**Executive**” means the Chief Executive Officer of SNSWF and where the context permits the like officer of an Association Member and includes those delegated by the Chief Executive Officer to carry out administrative functions.
- (p) “**Field of Play**” means where the Game is played.
- (q) “**Financial Default**” means the non-payment by a Member of any monies due and payable to the SNSWF or an Association Member after the date when such monies were due and payable.
- (r) “**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 the SNSWF.
- (s) “**Football Club**” means an entity formed for the purpose of playing football in Competitions conducted by SNSWF and FNSW
- (t) “**Game**” means the playing of football (also known as soccer) and Futsal.
- (u) “**Ground**” means the venue where the game is played.

- (v) **"Initiating Notice"** means and where the context permits a notice of Complaint, notice of appeal, notice to produce, notice to attend, notice of dispute or general notice.
- (w) **"Insolvency Event"** means where a Club Member or Association Member or Football Club 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 voluntary arrangement or Scheme of Arrangement under the Corporations Act 2001; or
  - (vi) has any proceeding or step taken or any court order in any jurisdiction made which has a substantially similar effect to any of the above.
- (x) **"Internal Resolution Process"** means the process where a party has exhausted the grievance procedure and appeal process pursuant to the Constitution, By-Laws the SNSWF, Football NSW of that Constitution and By-Laws of FFA.
- (y) **"Match"** means a Game between Football Clubs whether as a friendly or trial Match or in a Competition or a play off series.
- (z) **"Material Change"** means a change in the Constitution or shareholding or membership of a Member 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.
- (aa) **"Member"** means a Member admitted to membership under the Constitution of SNSWF or the Constitution of an Association Member.
- (bb) **"Notice"** means an Initiating Notice, document or letter.
- (cc) **"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 the Branch, 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.
- (dd) **"Participant"** means Players, coaches, Office Holder, Match Official, Spectators and any other Person involved in a Football Activity.
- (ee) **"Party"** is a party to proceedings.
- (ff) **"Person"** means a natural person.
- (gg) **"Play off series"** means the Matches played at the conclusion of a Competition to determine that Competition's champion.
- (hh) **"Player"** means a Player registered with a Football Club.
- (ii) **"Playing area"** means the field of play and any perimeter area between the by line of the field of play and the Spectator area.
- (jj) **"Pre-season"** means the period of the year outside the playing season.
- (kk) **"Proceedings"** means proceedings to determine any matter pursuant to these By-Laws or the grievance procedure of FNSW and the FFA or Court of Law.
- (ll) **"Registration"** means the registration of a Player or Person with the SNSWF, FNSW or a member Football Association or Club.
- (mm) **"Spectator"** means a Person who attends a Football Activity.
- (nn) **"Transferor"** means the Football Club that transfers a Contract Player.

(oo) “*Transferee*” means the Football Club to which a Player is being transferred.

### **SECTION 3**

#### **3. ADMISSION TO MEMBERSHIP**

- 3.1. Admission as a Member shall be by written application lodged with the Executive in the form prescribed by the Board:
- (a) on an annual basis.
  - (b) on such terms and conditions as the Directors may determine.
- 3.2. Admission in any one year shall not constitute a right or privilege to be admitted in any subsequent year.
- 3.3. The application shall contain a provision:  
“(Name of applicant Member) agrees for itself and for each of its Participants to be bound and comply with:
- (a) The Constitution;
  - (b) By-Laws;
  - (c) Policies, directions of the Directors or the Executive;
  - (d) By Laws made pursuant to the By Laws;
  - (e) The laws of the Game;
  - (f) The Constitution, By-Laws, By Laws and Policies of FFA;
  - (g) Any agreement between FFA, Football NSW, SNSWF or the Member and their respective sponsors or with any other person made for the benefit of FFA, Football NSW, SNSWF, the Members or in the general interests of the Game;
  - (h) Any alteration, revocation or addition to any of the above made from time to time;
  - (i) Where there is any inconsistency between the Constitution, By-Laws and By Laws of the Member and the Constitution, By-Laws and By Laws of the SNSWF, then to the extent of such inconsistency, the Constitution, By-Laws and By Laws of the SNSWF shall apply.
  - (j) Warrants that each of its participants prior to registration has read and understood the Constitution, By-Laws, By Laws, Policies, Directions of Directors and/or the Executive referred to in this By-Law 3.3 and has agreed in writing to be bound and submit to the jurisdiction of SNSWF and the Member.
- 3.4. The SNSWF and each Member, Participant or Football Club submits exclusively to the jurisdiction of a commission/tribunal established pursuant to these By-Laws to determine any Complaint/dispute that arises between the SNSWF, Member, Participant or Football Club or a combination of any of them and will not commence or pursue any proceedings a Court of Law until as such time as the Internal Resolution Process of the Complaint/dispute has been exhausted.
- 3.5. On the winding up of a Member or Football Club, any surplus assets of the Member or Football Club shall be transferred to a like body having objects similar to those set out in its Constitution or alternatively such surplus may be disposed of in such other manner as the members of the Member or Football Club with the consent of SNSWF shall determine.
- 3.6. If after the date of admission as a Member or Football Club, such Member or Football Club makes a material change to its constitution or shareholding or membership without the prior written consent of the Directors shall be deemed a new entity requiring a fresh application for admission as a Member or Football Club.

### **SECTION 4**

#### **4. CONSTITUTIONAL PROVISIONS FOR BRANCH MEMBERS AND STANDING COMMITTEES**

- 4.1. A Branch Member must provide in its constitutions or By-Laws:
- (a) Procedures to facilitate the expeditious and fair resolution of disciplinary Complaints and disputes within the Branch Members' jurisdiction;
  - (b) Provisions that:
    - (i) Upon registration with an Branch Member, a Participant or Football Club shall comply and be bound by Constitution and By-Laws of the Branch Member and that of the Constitution and By-Laws of the SNSWF, Football NSW and FFA;
    - (ii) Where there is any inconsistency between the Constitution, By-Laws or By Laws of the Branch Member and the Constitution, By-Laws or By Laws of the SNSWF, then to the extent of such inconsistency, the Constitution, By-Laws and By Laws of the SNSWF shall apply;
    - (iii) Participant or Football Club will not commence or pursue any proceedings in a Court of Law until as such time as the Internal Resolution Process has been exhausted;
    - (iv) Participant and Football Club shall at all times submit to the jurisdiction of the Branch Member and Standing Tribunal prior to initiating any appeal under these By-Laws.

#### **Standing s**

- 4.2. The Directors shall establish standing committees. The Persons to serve on the Standing committees shall be elected by Branch Members.
- 4.3. The Standing committee shall comprise no more than Eight (8) Persons.
- 4.4. A Standing committee shall act as a forum to co-ordinate and promote the interests of Branch Members.
- 4.5. A Board may establish a Standing Tribunal to investigate and determine any dispute or matter relating to a Football Activity between Branch Members or appeal from a decision of a disciplinary tribunal or like body of a Branch Member.

### **SECTION 5**

#### **5. REGULATIONS**

- 5.1. The Executive/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 By Laws.
- 5.2. Regulations, Standing Orders and Playing Conditions made pursuant to By-Law 5.1 come into effect on the date determined by the Executive.
- 5.3. 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.

### **SECTION 6**

#### **6. COMMITTEES, COMMISSIONS AND TRIBUNALS**

##### **Authority to Establish**

- 6.1. The Directors may establish such committees, commissions and tribunals as it may from time to time determine and designate to each of them their respective functions and powers.
- 6.2. The chairman and members of the policy committee shall be appointed by the President of Southern Branch after consulting with the Vice-President. A committee so appointed can only be removed by the Directors

##### **Policy Committee**

- 6.3. A policy committee shall formulate and develop policies, plans, strategies and objectives in specifically designated Football Activities of Football NSW and Southern NSW Football (Southern Branch) and:
- (a) consist of at least four (4) Persons, one of which shall be chairman;
  - (b) report and make recommendations within its designated functions to the Directors.
- 6.4. The chairman of the policy committee shall:
- (a) introduce By-Laws of practice and procedure in the conduct of its meetings;
  - (b) appoint the time, date and place of meetings;
  - (c) have minutes taken of the meetings and made available to the Directors;
  - (d) have reports prepared for the Directors containing background and reasons for any recommendations;
  - (e) request a staff member of Southern Branch or Football NSW to attend meetings;
  - (f) appoint any other Person to the Committee.

### **Commission of Enquiry**

- 6.5. A commission of enquiry ("the CE") consisting of Persons independent of Southern NSW Football/ Southern Branch to enquire and/or investigate into any matter relating to Southern NSW Football/ Southern Branch, Members, Football Clubs or Persons.
- 6.6. The Directors shall designate to the CE terms of reference including the power to impose sanctions arising from its enquiry and/or investigation.
- 6.7. The Directors may at any time add to the terms of reference designated to the CE.
- 6.8. The Chairman of the CE shall be appointed from the Persons appointed to the CE.
- 6.9. The Chairman shall chair meetings of the CE and introduce practice and procedure to conduct the CE meetings.

### **General Purposes Tribunal**

- 6.10. A General Purposes Tribunal ("GPT") is to investigate and determine any breach of the Constitution, By-Laws or Regulations of Southern NSW Football/ Southern Branch by any Member, Football Club and/or Participant referred to it by the Executive or the Directors including but not limited to:
- (a) contractual disputes between Football Clubs and Participants;
  - (b) disputes between Members, Football Clubs, Participants or combination of any of them;
  - (c) disputes on the amount or if any compensation or transfer fee payable;
  - (d) any other matter.
- 6.11. The GPT, if satisfied that the Complaint or dispute has been proven, may:
- (a) order the payment of a financial penalty a maximum of \$25,000.00 for each Complaint;
  - (b) order the doing or not doing or the return of anything;
  - (c) expel, suspend or disqualify any Participant or Football Club from any Football Activity for such time as it deems fit;
  - (d) deduct points from any Football Club in a Competition;
  - (e) make a declaration or order specific performance;
  - (f) order rectification or setting aside any contract or document;
  - (g) order the payment of money;
  - (h) order the payment of Costs of the proceedings in accordance with the notice of Costs;
  - (i) order any other sanction as the GPT may determine;
  - (j) expel any Member from membership of Southern NSW Football/ Southern Branch;
  - (k) make such recommendations to the Directors as they may deem appropriate for its enquiry/investigation.
- 6.12. The GPT may dismiss any breach or dispute but order that a party in the proceedings pay the Costs of the GPT.

### **Disciplinary Tribunal**

- 6.13. A disciplinary tribunal ("DT") shall investigate and determine:

- (a) Any offence on the field of play other than an offence which carries a maximum one (1) Match suspension in accordance with the Schedule of Persons Offences annexed to the By Laws; and
  - (b) Impose any sanction provided for by the Laws of the Game and/or the By Laws made pursuant to these By-Laws.
- 6.14. The Executive shall appoint a Chairman and three (3) suitable Persons to the Tribunal from the panel appointed by the Directors to serve on the DT and who are independent and at arms length of any party involved before the DT.
- 6.15. The practice and procedure in Section 8 shall apply to the DT.
- 6.16. Where a party shall be legally represented, then notice must be given to the Executive no later than five (5) business days prior to the first return date of the DT.
- 6.17. Where the Executive receives notice of legal representation, then the Executive may, at the expense of the party, employ the services of a legal representative.

### **Contempt in the face of a Tribunal**

- 6.18 A person must not –
- (a) Insult a member of a Tribunal in or in relation to the exercise of the powers or functions of a member; or
  - (b) Repeatedly interrupt the proceedings of a Tribunal; or
  - (c) Create a disturbance or take part in creating or continuing a disturbance in or near a place where a Tribunal is sitting; or
  - (d) Obstruct or hinder the Tribunal or a member in the performance of the functions of the Tribunal; or
  - (e) Fail to comply in full with an order of the Tribunal
  - (f) Do any other act or thing that would, if a Tribunal were a Court of record, constitute a contempt of Court.
- 6.19 Upon a finding of a breach of 1 above, the Tribunal may refer the conduct to the Board of Directors seeking an order for:
- (a) Payment, by a person who has committed the offence or been found to have acted in contempt or abused the process of the commission/tribunal, of the whole or any part of the costs of a party to proceedings occasioned by the contempt or abuse of process; and/or
  - (b) Deduction of points from any Football Association or Club in a Competition; and/or
  - (d) Expulsion, suspension or disqualification of any Participant or Football Association or Club from any Football Activity for such time as it deems fit; and/or
  - (e) Expulsion, suspension or disqualification of any Member from membership of SNSWF and Football NSW.

## **SECTION 7**

### **7. APPOINTMENT OF MEMBERS TO COMMISSION/TRIBUNAL**

- 7.1. The commission/tribunal members shall:
- (a) Be appointed by the Executive/Board;
  - (b) Consist of a Chairman plus at least three (3) Persons each of whom are independent and at arms length with any party to the proceedings before the Commission Tribunal;
  - (c) consist of a chairman who may be a barrister or solicitor of the Supreme Court of NSW with at least four (4) years' litigation experience in a State or Federal Court.

## **SECTION 8**

### **8. PROCEDURAL BY-LAWS IN PROCEEDINGS**

#### **Application**

- 8.1. The following By-Laws shall apply in all proceedings:
- (a) A reference to commission/tribunal shall mean any tribunal or like body established by the Directors to determine Complaints/disputes or appeals;.

#### **Service**

- 8.2. It shall be sufficient service of any notice, if served by post at the last known address contained in the records of The Branch or the Member of the Participant to whom the notice is addressed or if served at another address, at that address provided there is evidence of service at that address.
- 8.3. The commission or tribunal hearing the matter shall determine whether there has been effective service of any notice.

#### **Ex Parte**

- 8.4. If a Person fails to respond to a notice, the commission/tribunal shall determine the matter ex parte.
- 8.5. An ex parte decision of the commission/tribunal has the same force and effect as if the determination was made after a full hearing before the commission/tribunal.

#### **Warning Notice**

- 8.6. A notice must contain the full text of By-Laws 8.4 and 8.5 in the form of a warning as to the consequence of failing to respond to the notice.

#### **Commencement of Proceedings**

- 8.7. Initiating Notices to be used pursuant to these By-Laws:
- (a) *Notice of Complaint* – to initiate any Complaint as a result of a breach of the Constitution, By-Laws, By Laws, policies, directions of SNSWF.
  - (b) *Notice of Costs* – details the Costs, expenses and fees of the commission/tribunal including for each hearing session until completion of the proceedings.
  - (c) *Notice of Dispute* – to initiate any Complaint of a dispute between Members, Persons, Football Clubs or any Person under the jurisdiction of SNSWF
  - (d) *Notice to Attend* – to require the attendance of any Person and to give evidence;
  - (e) *Notice to Produce* – requires the production of any documentation, information or material in whatever form it is held;
  - (f) *General Notice* – for the doing of any thing not covered by the notices above.
  - (g) *Notice of Appeal* – to initiate an appeal from a Determination at First Instance.
  - (h) *Notice of Response* – response to the Initiating Notice whether to admit, deny or counterclaim or object to the doing of any thing in the Initiating Notice.
- 8.8. A respondent must file notice of response within seven (7) business days of service of the Initiating Notice.
- 8.9. The commission/tribunal may determine any proceedings ex parte where notice of response has not been filed within the prescribed time.

### **Particulars in Notice**

- 8.10. A Complaint/dispute shall be commenced by an Initiating Notice which shall contain:
  - (a) Name of the party against whom the Initiating Notice is brought;
  - (b) Name of the party issuing the Initiating Notice;
  - (c) Particulars of the Complaint/dispute including any By-Law or By Law pursuant to which it is made;
  - (d) The time, date and place where the Initiating Notice is returnable.
- 8.11. A notice of dispute may be issued by any Member, Football Club or Participant and may issue against SNSWF.
- 8.12. A notice of Complaint may contain more than one Complaint.
- 8.13. Initiating Notices may be issued by or against SNSWF or any other party.
- 8.14. A commission or tribunal may direct the issue of notice to attend, notice to produce or general notice against SNSWF or any other party at any time in the course of the proceedings.
- 8.15. Where an Initiating Notice has been issued and served against a party, that party must lodge with the Executive a notice of response.

### **Evidence**

- 8.16. The admissibility and weight to be given to evidence including electronic, audio, visual material, i.e. video, DVD recordings in the proceedings shall be at the discretion of the commission/tribunal.
- 8.17. A commission/tribunal is not bound by the Laws of Evidence applicable to proceedings in Courts of Law.
- 8.18. All proceedings shall be conducted in accordance with the principles of natural justice.
- 8.19. The commission/tribunal must have before it prior to commencing proceedings the Initiating Notice and notice of response together with all documents as relate to the evidence in the proceedings.
- 8.20. A party to any proceedings must, except if otherwise directed by the Executive no later than seven (7) days prior to the return date of an Initiating Notice, be served with all the evidence of the other party including written statements of witnesses to be called, documents and any audio or visual evidence upon which a party intends to rely in the proceedings.
- 8.21. If there is non-compliance with By-Law 8.20, such evidence is not admissible in the proceedings without leave of the commission/tribunal.
- 8.22. Leave shall only be given if the party satisfies the commission/tribunal that the evidence it seeks to tender was not reasonably available to the party in order for the party to have complied with By-Law 8.20.
- 8.23. The commission/tribunal may disallow cross-examination of any party to the proceeding if it considers the cross-examination to be frivolous, vexatious, irrelevant, and unnecessary or of little probative value.

### **Time to Do Anything**

- 8.24. The Executive, commission/tribunal may shorten or extend a time fixed under these By-Laws.
- 8.25. If a By-Law or order requires a party to do any thing but does not specify a time, it must be done as soon as practicable.
- 8.26. Powers of Commission/Tribunal
  - (a) To conduct its meeting at such time, date and place as it may determine.
  - (b) To take evidence.
  - (c) To require the attendance of any party Member or Participant to give evidence.



- (d) To require the production of any document, information or other material in whatever form held by any party under the jurisdiction of SNSWF including SNSWF;
- (e) Where the party Member or Participant are required to give evidence and/or produce information or other material refuses or fails to attend and give evidence, the commission/tribunal shall request the Directors to suspend the party from Competition or membership privileges of SNSWF until lifting of the suspension.
- (f) To inform itself on any matter or thing in order to properly carry out its function.

#### **Determination**

8.27. The determination of any tribunal / commission shall be in accordance in with majority opinion and if equally divided the Chairman's determination shall prevail.

#### **Onus of Proof**

8.28. A commission/tribunal shall make determinations on the balance of probabilities.

#### **Dispute on Jurisdiction**

8.29. Any dispute as to power or jurisdiction of a commission/tribunal shall be made to the Directors whose determination of the dispute shall be final and binding and without recourse to the Appeal Tribunal.

#### **Reporting of Determination**

8.30. The commission/tribunal shall, subject to its terms of reference, report in writing to the Executive who shall notify the parties of:

- (a) Its determination;
- (b) Any right to appeal.

8.31. The determination of a commission/tribunal shall be in writing and contain reasons for the determination.

#### **Notice of Costs and Payment of Costs**

8.32. At the commencement of any proceedings, a notice of Costs shall be given to each party in the proceedings. A copy of the notice of Costs is to be signed by each of the parties to the proceedings as acknowledgment and agreement to be bound to comply with any order as to Costs of the proceedings.

8.33. Where an order for payment of Costs is made against a party and payment is not made within sixty (60) days of determination of the proceedings, then the non payment shall be deemed a Financial Default under these By-Laws.

8.34. Where the convening of a commission/tribunal will subject SNSWF or other party to Costs and expenses, then the unsuccessful party or the party against whom the Complaint has been proven shall pay the Costs and expenses.

#### **8.35. Representation**

- (a) During proceedings:
  - (i) A party shall attend in Person or if approved by the commission /tribunal by teleconference or video link.
  - (ii) Legal counsel may represent a party or any Person nominated by the party.
  - (iii) SNSWF may be represented and shall be entitled to take part in the proceedings whether a party or otherwise.

- (b) SNSWF may appoint counsel to assist the commission/tribunal in the conduct of its proceedings.
- (c) Counsel assisting the commission/tribunal shall be independent of SNSWF and any other party to the proceedings;
- (d) The function of counsel assisting the commission/tribunal is to assist the commission/tribunal in the discharge of its functions including but not limited to advising on any procedural or evidential matter in dispute.
- (e) SNSWF may charge the party for the costs of any representation.

#### **Determinations Binding on Parties**

- 8.36. Subject only to right of appeal as set out in these By-Laws, all determinations at First Instance of a commission/tribunal are binding on the parties to the determination including SNSWF
- 8.37. The Directors may by-pass referral of any Complaint/dispute to a commission/tribunal and refer it directly to FNSW for determination in accordance with FNSW's grievance procedure.

#### **Register of Determinations**

- 8.38. The Executive must maintain a register of all determinations.
- 8.39. The determinations shall be recorded in the register in alphabetical name order commencing with the initiating party and by particular subject matter of the determination.

### **SECTION 9**

#### **9. APPEALS**

##### **Appeal Tribunals**

- 9.1. The Directors shall establish an Appeal Tribunal to determine appeals from a Determination at First Instance.
- 9.2. The Directors shall appoint a Panel of Persons to sit on the Appeal Tribunal.
- 9.3. There shall be no less than three (3) Persons sitting on any Appeal Tribunal.
- 9.4. No Person on the Appeal Tribunal may hear any appeal if that Person was involved in the Determination at First Instance.
- 9.5. The Executive shall appoint the Chairman and persons to the Appeal Tribunal from the panel appointed by the Directors.
- 9.6. 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.

##### **Right of Appeal**

- 9.7. Any party including SNSWF although not party to the proceedings aggrieved by a Determination at First Instance has a right of appeal.
- 9.8. All appeals from Determination at First Instance shall be made to the Appeal Tribunal.
- 9.9. Notwithstanding By-Law 9.8, no appeal shall lie to an Appeal Tribunal from a determination of the disciplinary tribunal relating to a penalty imposed for breach of the laws of the Game.

##### **Power of Appeal Tribunal**

- 9.10. The Appeal Tribunal may:
  - (a) Dismiss, allow in whole or part, or vary (whether by way of reduction or increase) any Determination at First Instance;

- (b) Impose any sanction or make any order or determination that the Determination at First Instance could have imposed or made.

#### **Payment of Appeal Fees**

- 9.11. If an appeal is successful, the Executive or unsuccessful party to the appeal must pay to the other any appeal fee.

#### **Appeal to FFA**

- 9.12. An appeal from the determination of an Appeal Tribunal lays only to FNSW Southern Branch Appeal Tribunal.

#### **Procedural By-Laws**

- 9.13. Save where there is any thing to the contrary in this Section 9, the procedural By-Laws in By-Law 8 where relevant apply to the Appeal Tribunal.

#### **Grounds of Appeal**

- 9.14. An appeal from any Determination at First Instance shall only be made on the following grounds:
- (a) Failure to afford procedural fairness;
  - (b) Lack of jurisdiction;
  - (c) Insufficient evidence;
  - (d) Incorrect interpretation of the By-Laws or By Laws;
  - (e) Involves a question or principle of importance to Football NSW;
  - (f) Severity.

## **Determination**

- 9.15. The determination of any tribunal / commission shall be in accordance in with majority opinion and if equally divided the Chairman's determination shall prevail.

## **Notices**

- 9.16. A notice of appeal shall be lodged with the Executive in writing setting out the grounds and particulars within the prescribed time.
- 9.17. The prescribed fee shall accompany the appeal.

## **Prescribed Time to Lodge Notice of Appeal**

- 9.18. A notice of appeal from a commission/tribunal or any other like tribunal or committee established under these By-Laws or authority of SNSWF must be lodged with the Executive, within seven (7) days of date of notification of the Determination at First Instance.
- 9.19. For the purpose of this By-Law, notification of the Determination at First Instance is deemed to have occurred when the Determination at First Instance is served on the Appellant or where the party or its legal representative was present at the time the Determination at First Instance was made.
- 9.20. Determination at First Instance was served:
- (a) by registered post, the 3<sup>rd</sup> business day after the date of the Determination at First Instance.
  - (b) by facsimile or email, the day after the date of the facsimile transmission or email sent to the Appellant.
- 9.21. The Appellant's postage or email address or facsimile number is deemed to be that last contained in the records of Football NSW Southern Branch.

## **Appeal Fee**

- 9.22. At the time of lodging notice of appeal there shall be paid an appeal fee.
- 9.23. The Appeal Tribunal may make such order as to payment of the appeal fees as in the circumstances of the appeal it determines.
- 9.24. Where the appeal hearing takes more than one (1) hearing session, an additional non-refundable fee per session is payable by the Appellant prior to commencement of the second hearing session.
- 9.25. "*Hearing session*" means any period within a 24 hour day.

## **Notification of Legal Representation**

- 9.26. An Appellant may not be represented by a legal representative before the Appeal Tribunal unless written notification of intention to be so represented is given to the Executive no later than ten (10) clear business days from the date of the hearing of the appeal. The Executive may appoint a legal representative to the Appeals Tribunal at the cost of the Appellant.
- 9.27. If notice of appeal is not lodged within the prescribed time, the Appeal Tribunal may dismiss the appeal.

## **Determination under Appeal**

- 9.28. Pending final determination of an appeal, the Determination at First Instance shall be given effect unless the Appeal Tribunal makes an interim determination to the contrary.

## **SECTION 10**

## 10. FEES

### 10.1. Fees payable pursuant to anything arising or incidental to these By-Laws:

#### (a) Notice of Complaint, Notice of Dispute

- (i) Lodged by SNSWF – Nil.
- (ii) Any other party – \$500.00.

#### (b) Notice of Response (including to Notice of Appeal)

- (i) Lodged by SNSWF – Nil.
- (ii) Any other party – \$100.00.

#### (c) Notice to Attend

- (i) Staff member of SNSWF - \$75.00 per hour for each or part hour in attendance
- (ii) Director of SNSWF – \$75.00 for each or part hour in attendance.
- (iii) Any other Person – \$75.00 flat fee subject to making an application to the Tribunal at the hearing.
- (iv) The fees shall be paid at the direction of the Commission/Tribunal.

#### (d) Commission/Tribunal (including Appeal Tribunal)

- (i) Such fees for service and any reasonable expenses incurred by the commission/tribunal in discharge of their functions.

## SECTION 11

### 11. CONDUCT

#### 11.1. Insolvent Conduct

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:
  - (i) Deduct points it has accumulated in the Competition in which it participated; or
  - (ii) 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.
- (b) Suspend or expel the Member or Football Club from membership of SNSWF 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.
- 11.4. The Appeal Tribunal may make such determination as available to it pursuant to these By-Laws.

### **Misconduct**

- 11.5. A Member, Football Club and/or Participant and spectators shall, at all times in a Football Activity, act in the best interest of the Game and shall not act in any manner which:
- (a) Is unsportsmanlike or unprofessional;
  - (b) Brings or may bring the Game into disrepute or damage the reputation and goodwill of the Game;
  - (c) Is violent;
  - (d) Is improper, threatening, abusive, indecent, insulting or discriminatory whether by words or behaviour by reason of persons of ethnical origin, colour, race, nationality, religion, sex, sexual orientation or disability or any other reason;
  - (e) Directly or indirectly offers, agrees to give, gives, solicits, agrees to accept or accepts any gift or award or consideration of any nature which is or to be related in any way to influencing the outcome or conduct of a Match;
  - (f) Directly or indirectly bets or instructs, permits or enables any Person for the other Person's benefit to bet on the result, progress or conduct of a Match or Competition;
  - (g) Directly or indirectly induces or attempts to induce a Player to leave the Football Club for which that Player is registered;
  - (h) Knowingly or willfully engages in the "ring in" of a Player or Players in any Match;
  - (i) is disrespectful or abusive of Match officials or of their decisions;
  - (j) Hinders the proceedings of a Tribunal/Commission in any matter as defined in Clause 6.21 of the By-Laws.
  - (k) Breach of any obligations imposed by the By-Laws.
- 11.6. A Member, Football Club and/or Participant shall:
- (a) Not bring into or display national and political flags, banners or emblems in a ground except the Australian and state flags;
  - (b) Not throw missiles or light flares within the confines of the ground;
  - (c) Comply with the terms of entry to a ground including bag inspections for prohibited and restricted items including flares or objects which in the opinion of the responsible person of the ground have the potential to cause injury or public nuisance.
- 11.7. A Member or Football Club shall have notices printed and posted at all entrances to and within the ground threatening with expulsion from the ground. Any Participant responsible for behaving in any manner, which is not in the best interest of the Game and contrary to these By-Laws.
- 11.8. Any Participant who breaches any of these By-Laws during a Football Activity at a ground shall be removed from the ground by designated ground officials where the breach has occurred with such force as may reasonably be necessary for the purpose of effecting such removal.
- 11.9. The Directors or commission/tribunal shall have the power to order that a Person be suspended from all or any specific Football Activity for such period and on such terms and conditions as it considers fit where the Person has been convicted of an offence under the Laws of the State of New South Wales or the Commonwealth or any other State of the Commonwealth relating to offences by Persons at a ground during a Football Activity.

SNSWF shall have the power to order a Participant, Club Member, Association Member or spectator to be suspended from all or any specific Football Activity for such period and on such terms and conditions as SNSWF considers fit ("Interim Suspension Order") where:

- (a) The Participant, Club Member, Association Member or spectator has been charged by SNSWF in relation to an alleged act of Misconduct (section 11), or with a criminal offence, or in connection with disciplinary action pursuant to this By-Laws; and
  - (b) Where SNSWF and the relevant Participant, Club Member, Association Member or spectator have each agreed to a Interim Suspension Order. The period of an Interim Suspension Order shall not be capable of lasting beyond the date upon which any charge of Misconduct, criminal offence or disciplinary proceedings referred to in (a) above is decided or brought to an end. Notification of an Interim Suspension Order shall be given as soon as is reasonably practicable to the Participant, Club Member or Association Member involved.
- 11.10. Any Participant who fails or refuses to submit or respond or cooperate when required to do so by the Directors, the Executive, commission/tribunal, shall be deemed to have breached these By-Laws.
- 11.11. The SNSWF may direct an Association Member to convene a Tribunal to deal with their own members. All findings and penalties must be forwarded within the prescribed time to the Executive. The Board may adopt or reject the findings and penalties at their discretion.

## **SECTION 12**

### **12. REGISTRATION OF PARTICIPANTS**

- 12.1. A Participant shall be registered with SNSWF or an Association member
- 12.2. A Participant shall complete a registration form prescribed from time to time by the Executive.
- 12.3. The registration form shall contain no less than the following details:
  - (a) Name;
  - (b) Residential address;
  - (c) Age and date of birth;
  - (d) Last Football Club;
  - (e) Gender;
  - (f) Email address (if available);
  - (g) Phone (including mobile)

("the required details").
- 12.4. The Executive shall maintain a register of Participants containing the required details.
- 12.5. The Executive shall refuse a Participant who refuses to provide the required details registration.
- 12.6. Information contained in the required details shall not be used for a purpose other than administrative purposes relating to conduct, control, fostering, developing, promoting and regulating the objectives, Competitions and Members of SNSWF
- 12.7. Where usage of the required details for a purpose other than By-Law 12.6, the Participant's consent to such usage is to be obtained beforehand.
- 12.8. De-registration of a participant is as per FFA NRR and is the sole prerogative of the Executive; clubs may not de-register a participant.

## **SECTION 13**

### **13. COMPETITIONS**

#### **Admission and Suspension**

- 13.1. The Executive shall conduct such Competitions as the Directors may from time to time determine.
- 13.2. The administrative control and conduct of Competitions vests in the Executive subject to any resolution by the Directors to the contrary.
- 13.3. 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 Association from a Competition.
- 13.4. The Directors may admit a Football Association from other zone to participate in SNSWF Competitions.
- 13.5. The Directors shall determine the playing season of a Competition from time to time.

#### **Eligibility and Application for Admission**

- 13.6. The Directors, who shall set admission criteria, shall determine eligibility for Admission to a Competition.
- 13.7. Application for admission shall be made to the Executive by written application.
- 13.8. A Football Association shall in any application for admission to a Competition warrant that at all times it will comply with criteria for admission to the Competition and these By-Laws.

#### **Exemption from Compliance**

- 13.9. Any application for exemption or time for compliance with the criteria or part must be made at the time of application.
- 13.10. 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").
- 13.11. A Football Association who 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**

- 13.12. If the Directors pass a resolution to expel the Football Association from a Competition, then such expulsion shall apply to all other Competitions in which the Football Association was admitted irrespective of age, grade or gender of the Competition.
- 13.13. A resolution by the Directors to expel a Football Association from Competitions may also include a resolution for expulsion from Membership of SNSWF



## **SECTION 14**

### **14. REGISTRATION AND TRANSFER AND SUSPENDED PLAYERS**

- 14.1. This section 14 is to be read in conjunction with FFA National Registration By Laws as amended from time to time ("the NRR").

#### **Registered Players**

- 14.2. Where there is any inconsistency between SNSWF By-Laws or Regulation and any provision in the NRR than to the extent of such inconsistency the NRR shall prevail.
- 14.3. A Player registered with a Football Club cannot transfer to another Football Club other than in accordance with these By Laws, and any By Law in force from time to time.
- 14.4. A Player registered with a Football Club can only play for that Football Club for the period of the registration.

#### **Transfer of Player Registration**

- 14.5. A Player may play for another Football Club with the written permission of the Football Club holding the Player's registration conditional that:
- (a) it is for benefit, testimonial and charitable purposes;
  - (b) it is in a Futsal Competition.
- 14.6. The transfer of a Player does not become effective until the Player is registered by the Executive

#### **Suspended Players**

- 14.7. A Player serving any suspension or being subject to penalty of a disciplinary nature cannot play in any Competition until the suspension or penalty has been discharged. .

## **SECTION 15**

### **15. FINANCIAL RECORDS**

- 15.1. Each Member and Football Association/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.
- 15.2. Each Member and Football Club is to make available at the request of the Executive all annual financial statements prepared in accordance with State and Commonwealth Legislation as relate to corporations.
- 15.3. Any material errors or omissions in the accounting records or financial statements of a Member must be reported to SNSWF where accounting records and annual returns have already been lodged.

## **SECTION 16**

### **16. FINANCIAL DEFAULT**

- 16.1. Where a Member is in financial default and without prejudice to any other right, power or remedies of SNSWF or an Association Member interest shall be paid 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.
- 16.2. 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 Ninety (90) days and the Member is a Football Association:
    - (i) Shall not be entitled to points from matches in which the Football Associations' teams participate until the Financial Default is rectified;
    - (ii) Points lost are not re-instateable;
    - (iii) Prohibited from participating in semi-final or final play off series;
    - (iv) For the purpose of this clause a Football Association includes each of the teams playing for that Football Association.
  - (b) If a Member other than a Football Association:
    - (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.

## **SECTION 17**

### **17. TRANSITION PROVISIONS**

- 17.1 So much of the existing SNSWF as relevant and not inconsistent with any of these By-Laws shall remain in force and effect as By Laws until expressly repealed or amended by the Executive.

## **SECTION 18**

### **18. Southern Branch Representative Teams Standing Committee**

#### **1. Status**

This By-law is made by the Directors under the powers conferred on them by the Constitution of Southern New South Wales Football Inc. (Constitution). It is to be known as By-Law 18.

#### **2. Interpretation**

2.1. In this By-law unless the contrary intention appears:

Representative Teams means the teams that represent the 5 associations that make up Southern NSW Football Inc. in the competition or competitions conducted by FNSW named State League.

2.2. Words and phrases defined in the Constitution and other By-laws have the same meanings in this By-Law, which is to be read in conjunction with (and subject to) the Constitution and in conjunction with other By-Laws.

3. Purpose

This By-law establishes and prescribes the functions, membership and method of operation of the Representative Teams Standing Committee.

4. Establishment

There is established a Standing Committee of Southern NSW Football Inc. to be called the **Representative Teams Standing Committee**.

5. Functions

The SNSW Football Representative Teams Standing Committee is to advise the Board of Directors on matters relating to Representative Teams Football

The Board of Directors may refer any matter relating to Representative Teams to the Representative Teams Standing Committee for advice.

The SNSW Football Representative Teams Standing Committee may give any advice requested of it, and may (whether or not requested to do so) make recommendations to the Board of Directors on:

- (a) measures to promote, develop and improve Representative Teams Football in the Southern Branch Zone;
- (b) promotion and development of talented Association players in the Southern Branch Zone;
- (c) regulations for the conduct of competitions for the Representative Teams in the FNSW State League and application of rules, programs and structures; and
- (d) any other matter relating to the conduct of Southern Branch Zone State League Football.

6. Membership

6.1. The members will be appointed by Southern NSW Football Inc Board of Directors as members of the Representative Teams Standing Committee.

7. Term of office, casual vacancies, vacation of office and removal of member

7.1. *Term of office*

Each member of the SNSWF Representative Teams Standing Committee will serve a one (1) year term and is eligible for re-appointment.

7.3. *Vacation of office*

A member of the SNSWF Representative Teams Standing Committee vacates that office if that member:

- (a) becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under a law relating to mental health;
- (b) resigns office by notice in writing to the Branch Zone;
- (c) has their appointment as a member revoked or rescinded by the Board of Directors that nominated them; or
- (d) is not personally present at three consecutive meetings without leave of absence from the Branch.

A member of the SNSW Football Representative Teams Standing Committee will automatically cease to be a member if the Men, Women,

BYL or SAP which nominated them ceases to participate in the State League.

7.4. *Removal of a member of FNSW Representative Teams Standing Committee*

- (a) Subject to the requirements of this provision, the Directors may by resolution remove a member of the SNSW Football Representative Teams Standing Committee.
- (b) The SNSWF Representative Teams Standing Committee must resolve to recommend to the Directors the removal of the member from office.
- (c) Written notification of a resolution by the SNSWF Representative Teams Standing Committee referred to in paragraph (b) including matters taken into account by the SNSWF Representative Teams Standing Committee in making the resolution must be given to the Branch.
- (d) The Branch must give the member named in the resolution a copy of the notification referred to in paragraph (c) as soon as practicable after it is received by the Branch.
- (e) The Directors must not consider the recommendation to remove the member unless the member receives at least 14 days notice of the meeting of Directors at which the recommendation will be considered.
- (f) At the meeting of Directors at which the recommendation to remove the member is considered the member is entitled to put their case to the Directors by speaking at the meeting.

8. Proceedings

8.1. *Meetings*

The SNSWF Representative Teams Standing Committee must meet at least 6 times in each year.

8.2. *Chair*

The members of the SNSWF Representative Teams Standing Committee must elect one of their number as chair and may determine the period for which that person is to hold office.

8.3. *Deputy Chair*

The members of the SNSWF Representative Standing Committee must elect one of their number as deputy chair and may determine the period for which that person is to hold office.

8.4. *Absence of Chair at Standing Committee meeting*

The chair is entitled to preside at meetings of the SNSWF Representative Teams Standing Committee.

If the chair is not present and able and willing to act within 15 minutes after the time appointed for a meeting or has indicated their intention not to be present and able and willing to act, the following may preside (in order of entitlement):

- (a) the deputy chair;
- (b) a member of the SNSWF Representative Teams Standing Committee chosen by a majority of the members present.