

**SOUTHERN FOOTBALL NETBALL LEAGUE
INCORPORATED**



**BY-LAWS
UPDATED NOVEMBER 2020**

Definition:

In these By-laws unless inconsistent with the context or subject matter:

“SFNL” means Southern Football Netball League Incorporated.

The policies and schedules noted should be read in conjunction with and form part of the By-laws of the Southern Football Netball League.

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1. INTERPRETATION

- 1.1 These By-Laws are made by the Board under the Rules of the Southern Football Netball League Incorporated ('the Rules') and any and all previous By-Laws of the League are rescinded.
- 1.2 These By-Laws shall be read in conjunction with the Rules. Where any conflict arises between provisions of these By-Laws and the Rules, the Rules prevail.
- 1.3 The schedules to these By-Laws are to be read in conjunction with and form part of these By-Laws. Where any conflict arises between a schedule and the By-Laws, the By-Laws prevail.
- 1.4 Any dollar amounts referred to in the By-Laws will be subject to GST where applicable.

2. DEFINITIONS

- 2.1 In these By-Laws unless the contrary appears:

'AFL National Player Registration and Transfer Regulations' means the regulations by that name as set out in Schedule 6.

'AFL Policies' means the AFL policies adopted by the League as set out in By-Law 22.

'AFL Trainers Policy' means the policy by that name as set out in Schedule 8.

'Board' means the Board of the League appointed in accordance with the Rules.

'Board Chairman' and 'Board Vice-Chairperson' means the person elected by the League under the Rules.

'Board Executive' means three of the Board Chairman, Board Vice-Chairperson, and the Chairpersons of a League Subcommittee, one of which shall be the Board Chairperson or Vice-Chairperson.

'Board Member' means a member of the Board elected in accordance with the Rules.

'Business day' means a day on which the League office is open.

'CEO' means the Chief Executive Officer appointed in accordance with the Rules.

'Club Officials and Volunteers Code of Conduct' means the code of that name as set out in Schedule 5.

'Cyber Safety Policy' means the policy by that name as set out in Schedule 4.

'Dispute' does not include any disciplinary procedure or objection to a penalty imposed by the Board, Board Executive, Tribunal or the League against a Member Club, Member Club Official, Member Club Match Day Official, Player or Supporter.

'Financial Agreement' means a plan entered into between the League and a Member Club.

'Financial Year' means the year ending 31 October.

'Fine' refers to the sum of money exacted as a penalty by the League.

'General Manager - Operations' means the person appointed by the League to hold that office.

‘Hall of Fame Criteria’ means the criteria by that name as set out in Schedule 12.

‘Independent Tribunal Procedure’ means the policy by that name as set out in Schedule 10.

‘Laws of Australian Football’ means the laws of the game of Australian Football adopted by the Australian Football League as set out in Schedule 1.

‘League’ means the Southern Football Netball League Incorporated.

‘League Investigation Officer’ means the person appointed by the CEO of the League to investigate complaints, protests or other matters as decided by the League.

‘League Official’ means any person appointed by the League to act in any official capacity and includes the CEO, any employee of the League, a Board Member or any umpire.

‘League Representative team’ means a team of Players selected from Member Clubs to represent the League in football or netball competitions against other leagues, including without limitation the competition known as the Interleague competition.

‘Life Membership, Outstanding Achievement and Distinguished Service Policy’ means the criteria by that name as set out in Schedule 13.

‘Match Review Panel Procedure’ means the policy by that name as set out in Schedule 11.

‘Media Policy’ means the policy of that name as set out in Schedule 3.

‘Member’ or ‘Club’ when used in isolation refers to a Member Club of the League.

‘Member Club’ means a football or football/netball club whose application for membership has been approved in accordance with the Rules.

‘Member Club Match Day Official’ includes any person acting on behalf of a Member Club in relation to any match approved or controlled by the League.

‘Member Club Official’ means any elected office bearer of a Member Club.

‘Netball By-Laws’ means the By-Laws made under the Rules as set out in Schedule 7.

‘Official’ means Member Club Match Day Official or Member Club Official.

‘Open Age’ refers to competitions or teams for which no maximum age limit is specified.

‘Player Payment Rule’ – means the policy referred to by that name as set out in Schedule 15.

‘Player Points System Policy’ means the policy referred to by that name as set out in Schedule 14. This does not apply to Reserve, Under-19 or Women’s competitions.

‘Player Report Form’ means the policy by that name as set out in Schedule 9.

‘Player’ means a person registered by the League to play in competitions conducted by it.

‘Reserve team’ means an Open Age team of a Member Club that plays in the League’s Reserve competition.

‘Rules’ means the Rules of the Southern Football Netball League Incorporated.

‘Senior team’ means an Open Age team of a Member Club that plays in the League’s Senior competition.

‘SFNL’ means Southern Football Netball League Inc.

‘Supporter’ means a member of the public, who may not have a formal affiliation with a Member Club and is present on a match day watching and supporting a Member Club at a League match.

'Thirds team' means an Open Age team of a Member Club that plays in the League's Thirds competition.

'Tribunal' means the Independent Tribunal appointed in accordance with the By-Laws.

'Under 19's' means a competition for which a maximum age is specified in these By-Laws.

'Women's Football' means the senior female football competition.

3. ALTERATION TO BY-LAWS

3.1 The By-Laws may be amended by the Board at its absolute discretion pursuant to the Rules and advised to affiliated Member Clubs.

3.2 The affairs of the League shall be managed by the SFNL Board. The Board, in addition to any specific powers in these By-Laws, Football Competition Regulations and Netball By-Laws, shall, subject to these By-Laws, have power to administer all matters as appear to the Board to be necessary for the proper management of the business and affairs of the League.

4. AFFILIATION

4.1 CLUB AFFILIATION

4.1.1 Each Club shall affiliate with the SFNL by signing an annual Affiliation and Agreement Form and submitting the Affiliation and Agreement Form to the SFNL. Refer to Schedule 17.

4.2 ANNUAL AFFILIATION FEE

4.2.1 In accordance with Rule 12 of the Rules, each Member Club shall pay annual affiliation fees to the SFNL of the sum prescribed by the Board at its absolute discretion. Affiliation fees are to be supplied annually to clubs via the CEO.

4.2.2 All monies due to be paid to the League by Member Clubs shall be payable in full no later than the last day of the month subsequent to the month in which the invoice is issued by the League unless a Financial Agreement is specifically authorised by the CEO or Board.

4.2.3 The CEO or Board Executive, on application of a Member Club, has power to agree to a Financial Agreement.

(i) A Member Club may apply for a Financial Agreement for debt to the League in excess of \$5,000.00 only where there are exceptional circumstances that materially threaten the viability of the Member Club.

(ii) Any application for a Financial Agreement shall be made no less than four (4) weeks prior to the commencement of the Finals Series.

4.2.4 Where a Member Club fails to make payments to the League in accordance with By-Law 4.2.2 and has not entered a Financial Agreement as described in By-Law 4.2.3, no team of that Member Club will be eligible to play for match points until the account is paid in full. Percentages, where applicable, will be calculated on the final scores.

4.2.5 Points and percentages for any game played while a Member Club is ineligible for match points will be calculated as follows:

- (i) Should the Member Club in breach of this By-Law win, lose or draw the game, they receive no points and no percentage.
- (ii) Should the opposition Club win the game they receive four points and percentage.
- (iii) Should the opposition Club draw the game they receive two points and percentage.
- (iv) Should the opposition Club lose the game they receive no points and percentage.

4.2.6 Any Member Club that is not financial shall complete its match day commitments including playing all matches.

4.2.7 To be eligible to play in the SFNL Final Series, Member Clubs shall be

- (i) Financial within the trading terms set out in 4.2.2; Or
- (ii) owe less than \$5,000.00 on the Member Club's Financial Agreement.

In the event that Member Club does not meet the above criteria, that Member Club's team(s) shall be removed from the SFNL Finals Series and the next entitled team on the ladder shall be added, provided the next entitled team meets the above criteria.

4.3 NEW CLUBS

4.3.1 The CEO, in consultation with the Board, shall have authority to negotiate with any football or netball club seeking membership of the SFNL.

4.3.2 The Board retains the right to offer membership of the League to any football or netball Club.

5. MEMBER CLUB RESPONSIBILITIES

5.1 Should a Member Club fail to comply with By-Law 4.1 or By-Law 4.2, the CEO may penalise the Member Club as allowed by these By-Laws. **Penalty refer By-Law 28.**

5.2 All correspondence by Member Clubs with the League shall be in writing from either the Member Club President, Secretary or Treasurer.

5.3 Each Member Club shall annually furnish to the CEO the names, addresses including email addresses, telephone numbers and any other pertinent particulars of its President, Secretary, Treasurer, Registrar, and other key contacts as requested from the League within fourteen (14) days of the holding of its Annual General Meeting. **Penalty \$100.00**

5.4 Each Member Club shall notify the CEO of any resignations, changes or replacement to those offices as soon as they occur. **Penalty \$100.00**

- 5.5 Each Member Club shall hold its Annual General Meeting no later than 30 November in each year.
- 5.6 Each Member Club shall advise the CEO of the date of its Annual Meeting at the same time as it gives notice of the meeting to its members.
- 5.7 Within fourteen (14) days of the holding of its Annual General Meeting, each Member Club shall provide to the League:
- 5.7.1 a copy of its Annual Report;
 - 5.7.2 the Clubs financial statement on the Leagues Standard Chart of Accounts Form; and
 - 5.7.3 any changes to its Constitution / Model Rules. **Penalty \$500.00**
- 5.8 Each Member Club shall complete and lodge the appointed Coaches' details for each grade including accreditation with the League before being eligible to coach. **Penalty \$100.00**

6. MEETINGS

- 6.1 All Member Club Officials, Players and persons formally associated with a Club in any capacity, shall attend any meeting or seminar convened in accordance with these By-Laws, where notice of such meeting has been given in writing by the CEO to the Member Club or the person concerned. **Penalty \$250.00**
- 6.2 The League may convene meetings of Presidents and Secretaries of Member Clubs. Notice of such meetings shall be given to each Member Club, by the CEO and include the Agenda for discussion at the meeting.
- 6.3 No President, Secretary of a Member Club or person substituting for the President or Secretary shall absent themselves from such a meeting without furnishing a valid reason for such absence to the CEO within forty-eight (48) hours of the absence.
- 6.4 Unless otherwise specified, all Annual and Special Meetings of the League shall commence no earlier than 6.00pm.
- 6.5 Member Clubs may, with the prior approval of the CEO, appoint a person other than those named in By-Law 6.2 to attend Annual and Special Meetings in their place.
- 6.6 A Member Club shall not call a meeting of other Member Clubs other than in accordance with the Rules unless with the prior authority of the Board or CEO. **Penalty refer By-Law 28.**

7. MEDIA STATEMENTS

- 7.1 The League has established a Media Policy (Schedule 3) and Cyber Safety Policy (Schedule 4) that forms part of the schedules to the By-Laws and Member Clubs are required to comply with these policies.
- 7.2 No Member Club shall permit any of its officers or members to make any statement to the media (including social media, radio, television and all newspapers) in connection with any

policies or acts of the Board or Independent Tribunal, or in relation to any other Club, without the prior approval of the CEO (or their nominee). **Penalty refer By-Law 28.**

8. CODE OF CONDUCT

- 8.1 The League has established a Club Officials and Volunteers Code of Conduct that forms part of the schedules to the By-Laws and Member Clubs are required to comply with that policy. Refer to Schedule 5 of the By-Laws.
- 8.2 Any person that represents the League in any capacity is bound by these By-Laws and shall agree to comply with the By-Laws, including all Schedules and policies referred to herein.
- 8.3 Member Clubs shall be responsible for the behaviour of their Players, Officials and Supporters prior to, during and after matches including intervals in the match and between matches.
- 8.4 Any supporters or barrackers who are known to be members of any Member Club, within the League who, in the opinion of the Field, Boundary, Goal Umpire, or League Official, behave in an offensive manner by spoken remarks, or openly incite players on the field to play in a manner not conducive to the best interests of the game, or are the cause of any disturbance between onlookers, will render the Member Club to which they belong liable to **penalties under By-Law 28** .

9. CONDUCT UNBECOMING

- 9.1 The Board, League Official or Official Umpire who alleges that a Player, a Member Club Match Day Official, a Member Club Official, an Official Umpire, an Official of the Umpire's Association, League Official or Supporter has acted in a manner which may bring the game of football/netball into disrepute or engages in conduct prejudicial to the interests of the League, may lodge with the CEO a notice in writing setting out the particulars of the allegation.
- 9.2 The CEO may directly lay a charge of conduct unbecoming.
- 9.3 A Member Club that alleges a Player, a Member Club Match Day Official, a Member Club Official, an Official Umpire, an Official of the Umpire's Association, a League Official or Supporter has acted in a manner which may bring the game of football/netball into disrepute or engages in conduct prejudicial to the interests of the League, may lodge with the CEO, a notice in writing setting out the particulars of the allegation.
- 9.4 Any notice lodged by a Member Club under By-Law 9.3 can only be lodged by the President or Secretary of the Member Club and shall be accompanied by a fee of five hundred and fifty dollars (\$550.00) (including GST).
- 9.5 A notice under By-Law 9.3 shall be lodged with the CEO within three (3) business days of the date of the incident to which it relates.
- 9.6 On receipt of the notice, the League will notify the other party/parties named in the notice within two (2) business days.
- 9.7 Any notice shall:

- 9.7.1 identify the person or organization that the incident relates to;
 - 9.7.2 indicate the date and time when the incident occurred;
 - 9.7.3 describe the incident in detail;
 - 9.7.4 indicate the names of any witnesses and contact details to the incident.
- 9.8 All notices received will be considered by the CEO. The CEO, after consideration of the notice, may:
- 9.8.1 require further information from the person/body lodging the notice.
 - 9.8.2 refer the notice for investigation to the League Investigation Officer.
 - 9.8.3 refer the notice to the Board for hearing.
 - 9.8.4 refer the notice to the Independent Tribunal for hearing.
 - 9.8.5 deal with the notice itself.
- 9.9 If the Independent Tribunal or Board hears the matter, it has the authority to impose a penalty on a party in accordance with penalties allowed in the By-Laws.
- 9.10 If the matter is to be heard by the Independent Tribunal or the Board, the League shall set a date, time and place for a hearing of the allegation.
- 9.11 Notice of the hearing shall be given to all interested parties including the person who is the subject of the complaint and Member Club together with a copy of the notice lodged under By-Law 9.1, 9.2 or 9.3. The notification shall be forwarded not less than forty-eight (48) hours prior to the scheduled Hearing.
- 9.12 In any proceeding brought before the Tribunal or Board under this By-Law the League Investigation Officer shall personally appear before it and provide any clarity or explanation in relation to the investigation report as requested.
- 9.13 Hearings before the Independent Tribunal will be regulated as provided in these By-Laws.
- 9.14 Any party appearing before the Board may be represented by an advocate. Such advocate shall have attended the League Accreditation Seminar and shall not be a member of the legal profession.
- 9.15 The Board or CEO may summon any Umpire, League Official, Member Club Official, Member Club Match Day Official, Player or Supporter of a Member Club to appear before it and, if required, to give evidence. If the Board or CEO summons a party to appear before it, in accordance with By-Law 9.10, and that party fails to attend, the Board has the authority to impose a penalty on that party in accordance with penalties allowed in the By-Law 28.
- 9.16 Hearings before the Board shall not be bound by the rules of evidence. Procedural fairness shall be exercised by the Board.

- 9.17 Any party that desires to make a written submission to the Tribunal or Board shall lodge a copy with the General Manager – Operations within a reasonable time prior to the hearing, but no less than twenty-four (24) hours before the hearing date.
- 9.18 The fee paid in By-Law 9.4 will not be refunded where it is determined that the matter was frivolous or vexatious, in which case the League will retain the whole amount.
- 9.19 Subject to clause 9.18, the fee paid in By-Law 9.4 will be refunded, within seven (7) days of a decision being made, less an administration fee of two hundred and fifty dollars (\$250.00) except where:
- 9.19.1 the subject of the complaint is found guilty of a charge, in which case the administration fee will be refunded to the Member Club that made the complaint and an invoice of that amount issued to the subject of the complaint; or
- 9.19.2 both parties are found guilty of a charge in which case the administration fee will be refunded in part and the balance will be invoiced to the subject of the complaint.

10. COMPLAINTS AND PROTESTS

- 10.1 A Player, Member Club, League registered umpire, Director of Umpiring, League Official or a Board Member, may lodge a written complaint/protest with the CEO concerning any act or matter.
- 10.2 A complaint/protest referred to in this By-Law shall be lodged in writing within three (3) business days of the incident occurring. The complaint/protest shall be received by the CEO no later than 5:00pm on the last day allowed for lodging the complaint/protest.
- 10.3 Any complaint/protest lodged by a Player or Member Club can only be lodged by the President or Secretary of the Member Club and shall be accompanied by a fee of five hundred and fifty dollars (\$550.00) (including GST).
- 10.4 On receipt of the complaint/protest, the League will notify the other party/parties named in the complaint/protest within two (2) business days.
- 10.5 Any complaint/protest shall:
- 10.5.1 identify the person or organization being complained or protested against;
- 10.5.2 indicate the date and time when the incident occurred;
- 10.5.3 describe the incident in detail;
- 10.5.4 indicate the names of any witnesses and contact details to the incident.
- 10.6 All complaints/protests received will be considered by the CEO. The CEO, after consideration of the complaint/protest, may:
- 10.6.1 require further information from the person/body lodging the complaint/protest.
- 10.6.2 refer the complaint/protest for investigation to the League Investigation Officer.

- 10.6.3 refer the complaint/protest to the Board for hearing.
- 10.6.4 refer the complaint/protest to the Independent Tribunal for hearing.
- 10.6.5 deal with the complaint/protest themselves.
- 10.7 If the Independent Tribunal, Board or CEO deals with the matter, they have the authority to impose a penalty on a party in accordance with By-Law 28.
- 10.8 If the matter is dealt with by the CEO he will make a decision after considering all the information provided as part of the complaint/protest and any material provided by any other relevant person/Member Club.
- 10.9 If the matter is to be heard by the Independent Tribunal or the Board, the General Manager - Operations shall fix a date, time and place for a hearing of the allegation.
- 10.10 Notice of the hearing shall be given to all interested parties including the person who is the subject of the complaint and Member Club together with a copy of the notice lodged under By-Law 10.1. The notification shall be forwarded not less than forty-eight (48) hours prior to the scheduled Hearing.
- 10.11 Hearings before the Independent Tribunal will be regulated as provided in these By-Laws.
- 10.12 Any party appearing before the Board may be represented by an advocate but shall not be a member of the legal profession.
- 10.13 The Board may summon any Umpire, League Official, Member Club Official, Member Club Match Day Official, Player or Supporter of a Member Club to appear before it and, if required, to give evidence. If the Board summons a party to appear before it, in accordance with By-Law 10.10, and that party fails to attend, the Board has the authority to impose a penalty on that party in accordance with penalties allowed in the By-Laws.
- 10.14 Hearings before the Board shall not be bound by the rules of evidence. Procedural fairness shall be exercised by the Board.
- 10.15 Any party that desires to make a written submission to the Independent Tribunal or Board shall lodge a copy with the League within a reasonable time prior to the hearing, but no less than one business day before the hearing date.
- 10.16 The fee paid in By-Law 10.3 will not be refunded where it is determined that the matter was frivolous or vexatious, in which case the League will retain the whole amount.
- 10.17 Subject to clause 10.16, the fee paid in By-Law 10.3 will be refunded, within seven (7) days of a decision being made, less an administration fee of two hundred and fifty dollars (\$250.00) except where:
- (i) the subject of the complaint is found guilty of a charge, in which case the administration fee will be refunded to the Member Club that made the complaint and an invoice of that amount issued to the subject of the complaint; or
 - (ii) both parties are found guilty of a charge in which case the administration fee will be refunded in part and the balance will be invoiced to the subject of the complaint.

11. INVESTIGATION PROCESS

- 11.1 The CEO shall appoint a League Investigation Officer.
- 11.2 When a matter has been referred to the League Investigation Officer, he/she shall conduct an investigation into the matter.
- 11.3 The League Investigation Officer shall complete their investigation into the matter and provide their report, including transcripts of all interviews, to the League within twenty-one (21) days of the referral to them. Should the League Investigation Officer require further time in which to prepare their report, they shall make application to the League for an extension of time.
- 11.4 For the purpose of conducting an Investigation, any person shall:
 - 11.4.1 fully cooperate with the League Investigation Officer.
 - 11.4.2 truthfully answer any questions asked by the League Investigation Officer.
 - 11.4.3 provide any document in that person's possession, power or control relevant to the Investigation.
- 11.5 The League Investigation Officer shall promptly notify the League of the failure of any person to observe and comply with By-Law 11.4 above.
- 11.6 A person who fails to observe and comply with By-Law 11.4 or who provides any false or misleading information or information that is likely to mislead, shall be deemed to have been involved in conduct which is unbecoming or prejudicial to the interests of the League and shall be dealt with in accordance with By-Law 28.
- 11.7 As part of their role, the League Investigation Officer has the discretion to recommend a charge be laid against any person or Member Club that he/she deems appropriate regardless of whether that person or Member Club was named in the original complaint/protest.
- 11.8 The report and any recommendations submitted by the League Investigation Officer, shall be considered by the League in relation to By-Law 9 and By-Law 10. The League may follow the recommendations (if any) made in the report. The League are not bound by the recommendations made by the League Investigation Officer and may also issue further instructions regarding any person or Member Club named in the report.
- 11.9 Where the matter is referred to the Tribunal or Board for hearing, the League will complete a summary sheet outlining the charges that person is facing and provide a copy to the person and the Tribunal or Board. The League will also provide a copy of the summary extract from the investigation report of the League Investigation Officer to each person that is to appear before the Tribunal or Board.
- 11.10 Any hearing by the Tribunal or Board shall be held in accordance with the By-Laws with particular reference to By-Law 9 and 10.
- 11.11 Any Member Club Official, Member Club Match Day Official, Player or Supporter that abuses, threatens or assaults any League Investigation Officer shall be deemed to have been

involved in conduct which is unbecoming or prejudicial to the interests of the League and shall be dealt with in accordance with By-Law 9.

12. GRIEVANCE PROCEDURE

12.1 The grievance procedure applies to disputes between:

12.1.1 A Member Club and one of its Players or a Member Club Official

12.1.2 A Player or Member Club Official from a Member Club and the CEO or the Board

12.1.3 A Member Club and another Member Club

12.1.4 A Member Club and the CEO or the Board

12.1.5 The parties to a dispute shall attempt to resolve the dispute between themselves within fourteen (14) days of the dispute coming to the attention of each party.

12.1.6 If the parties to a dispute are unable to resolve the dispute between themselves within the time required by By-Law 12.1.5, the parties shall within ten (10) days:

(i) notify the Board of the dispute; and

(ii) agree to or request the appointment of a mediator; and

(iii) attempt in good faith to settle the dispute by mediation.

12.2 The mediator shall be:

12.2.1 a person chosen by agreement between the parties; or

12.2.2 in the absence of agreement:

(i) if the dispute is between those parties nominated in By-Law 12.1.1 and 12.1.3, a person appointed by the Board.

(ii) if the dispute is between those parties nominated in By-Law 12.1.2 and 12.1.4, a person appointed or employed by the Dispute Settlement Centre of Victoria.

12.3 A mediator appointed by the Board shall not be a person who has a personal interest in the dispute or is biased in favour of or against any party.

12.4 The mediator to the dispute, in conducting the mediation, shall give each party every opportunity to be heard, allow due consideration by all parties of any written statement submitted by any party and ensure that natural justice is accorded to the parties throughout the mediation process.

12.5 The mediator shall not determine the dispute.

12.6 If the mediation process does not resolve the dispute, the parties may seek to resolve the dispute as allowed by law.

13. APPEALS

- 13.1 There is no appeal available against any fine for a breach of the By-Laws.
- 13.2 Where there is a right of appeal under these By-Laws, a party may only lodge one (1) appeal with respect to the original decision.
- 13.3 Any appeal against a decision of the Board, Tribunal or CEO shall be made in writing and forwarded to the – League within two (2) business days of the original case being heard. The appeal shall state the grounds of appeal relied upon.
- 13.4 A fee of One Thousand Dollars (\$1,000.00) shall be lodged with the League at the same time as lodging the appeal.
- 13.5 The fee, less an administration fee of two hundred and fifty dollars (\$250.00), will be returned to the appealing club upon resolution of the appeal, except in the case where it is determined that the appeal was frivolous or vexatious, in which case the League will retain the whole amount.
- 13.6 In the case of an appeal from the decision of the Board, the appeal will be heard by Board members who did not hear the original matter.
- 13.7 In the case of an appeal from the decision of the CEO, the appeal will be dealt with by the Board.
- 13.8 In the case of an appeal from the decision of the Independent Tribunal, the appeal will be dealt with by the Appeals Tribunal.
- 13.9 Prior to taking any other action, a party to a matter dealt with under these By-Laws, shall have exhausted their right of appeal under these By-Laws before commencing any Court proceedings.

14. SAFEGUARDING CHILDREN AND YOUNG PEOPLE

- 14.1 In conjunction with the AFL's policy on Safeguarding Children and Young People under Schedule 22, it is mandatory by law for Coaches and volunteers to obtain a Working With Children Check (WWCC) if they undertake any of the following roles:
 - 14.1.1 Club personnel including coaches and trainers appointed or seeking appointment for financial reward;
 - 14.1.2 Volunteer personal who will or likely to travel away overnight with teams of persons under eighteen (18) years of age; and
 - 14.1.3 Persons appointed or seeking appointment to a role in which that person is likely to have individual and unsupervised contact with persons under eighteen (18) years of age.

15. AFL VICTORIA COMMUNITY CLUB AND SUSTAINABILITY PROGRAM

15.1 It is a condition of the Club's Affiliation Agreement with the SFNL that all Member Clubs will comply in full with AFL Victoria's Player Points System Policy (PPS) under Schedule 14.

15.1.1 The League has set the following Total Team Points for Senior Men's football for season 2020:

- (i) Division 1 - forty-seven (47) points.
- (ii) Division 2 - forty-seven (47) points.
- (iii) Division 3 - forty-seven (47) points.
- (iv) Division 4 - forty-seven (47) points.

15.2 It is a condition of the Club's Affiliation Agreement with the SFNL that all Member Clubs will comply in full with AFL Victoria's Player Payment Rules & Guidelines Policy (PPR) under Schedule 15.

15.1.2 The League has set the following Player Payment Allowance (PPA) for football for season 2021:

- (i) Division 1 - \$100,000.
- (ii) Division 2 - \$75,000.
- (iii) Division 3 - \$40,000.
- (iv) Division 4 - \$30,000.

15.3 Penalties will be determined as deemed appropriate by the League as outlined in the AFL PPS and PPR policies, and may include but are not limited to:

- 15.3.1 Club fines;
- 15.3.2 Loss of premiership points – current season and in the future;
- 15.3.3 Suspended from finals – current season and in the future;
- 15.3.4 Suspension of players and/ or Officials.

16. COMPETITION STRUCTURE

16.1 FOOTBALL STRUCTURE

16.1.1 The League will organise football competitions for Member Clubs in the following grades:

- (i) Senior
- (ii) Reserve
- (iii) Thirds
- (iv) Under 19's
- (v) Women's Football

16.1.2 Where applicable, Member Clubs will play in a divisional structure that takes into account a promotion and relegation system. In each season, Member Clubs in each

division shall play a series of home and away matches in accordance with the fixture. At the end of the home and away matches, a final series will be played in each division.

16.1.3 Unless otherwise directed by the Board, a Member Club that wins a division premiership and there is a higher division, shall be promoted to the higher division.

16.1.4 Unless otherwise directed by the Board, a Member Club that finishes last in a division, and there is a lower division, shall be relegated to the lower division.

16.1.5 The Board has the power to promote, relegate or refuse to promote or relegate any Member Club, in the event that:

(i) The Member Club cannot field a full complement of teams for the next season.

(ii) Playing facilities of the Member Club are deemed by the Board to be not of a sufficient standard for the division in which the team is to compete in the next season.

(iii) The Member Club is in default of any financial obligation to the League.

(iv) There are any other circumstances which, in the opinion of the Board, require a Member Club to be promoted, refused promotion, relegated or not relegated.

16.1.6 A Club joining the League will participate in a Division determined by the Board.

16.1.7 Each Member Club shall deliver to the League its official team nominations for the coming season at a time to be determined by the League.

16.1.8 No Member Club shall participate in any football match that does not form part of the League's Fixture except with the prior written approval of the League.

16.2 NETBALL COMPETITION STRUCTURE

16.2.1 Where applicable, Member Clubs will play in a divisional structure.

16.2.2 Each Member Club shall deliver to the League its official team nominations for the coming season at a time to be determined by the League.

16.2.3 The League will make Netball Regulations with respect to the Netball competition that will be a schedule to these By-Laws.

16.3 FIXTURING

16.3.1 The League shall determine at the earliest practical time preceding each season:

(i) the dates, starting times and fixtures of all football and netball matches for all grades and divisions;

(ii) the duration of football and netball matches; and

(iii) any special conditions attached to a football or netball match.

16.3.2 All matches shall commence on the days and at times during the season as directed by the League.

16.3.3 The League has the power to alter the fixtures at any time during the season.

17. FAILURE TO FULFIL AN ENGAGEMENT

17.1 Should any Member Club not be ready to start a match within twenty (20) minutes of the appointed starting time, the opposition Member Club will be deemed to have won the match.

17.2 Should a Member Club be aware in the week prior to a match that it will be unable to participate in the match, it shall give written notice of such inability to the secretary of the opposing Member Club and the General Manager - Operations by the business day prior to the date fixed for the match.

17.3 A Member Club failing to field a team with a minimum number of Players as determined by the respective Competition Rules within twenty (20) minutes of the appointed starting time of the match shall automatically forfeit the match at that point in time.

17.4 If, during the course of a match a Member Club's team is reduced to less than the minimum number of Players in the respective Competition Rules the match shall be forfeited as a consequence and the team sheets shall immediately be signed on the ground by the two Team Managers in the presence of the Field Umpire, who shall endorse the team sheets with their signature, date and time. The Field Umpire shall forward the team sheets to the League office in the usual manner, marked to the attention of the General Manager - Operations.

17.5 Any Member Club failing to fulfil its obligation shall:

17.5.1 pay all umpires expenses relative to the match.

17.5.2 submit to the CEO a written statement of reasons for non-completion of the match.

17.5.3 deliver a team sheet to either the senior Field Umpire on the day the match was scheduled to have been played, or to the General Manager - Operations by 9:00 am on the next business day following the scheduled match.

17.6 The CEO will review the reasons for the Member Club not fulfilling its obligation and, if he/she thinks necessary, may impose a penalty allowed by these By-Laws.

17.7 Where no result has been achieved in a match, the team of the Member Club not responsible for such a result shall be awarded a forfeit.

17.8 Where a Member Club receives a forfeit, it shall be entitled to lodge an official team sheet for the match in question, whereupon the Players named on the list will be recorded as having played in the round, provided that the team sheet is lodged with the General Manager - Operations on the next business day.

17.9 Where a team receives a forfeit due to the other team not being able to fulfil its obligations to play, that team shall be granted the four (4) match points and the scores shall be calculated as follows:

17.9.1 When a team forfeits a scheduled match, it shall be credited the lowest 'FOR' points scored in that grade on that day and be debited with the highest 'AGAINST' points scored in that grade on that day.

17.9.2 Their opponent shall be credited the highest 'FOR' points scored in that grade on the day and be debited the lowest 'AGAINST' points scored in that grade that day.

17.10 In addition, the Board may disqualify a Member Club who has failed to fulfil its engagement from further premierships matches or otherwise deal with such Member Club as it thinks fit as allowed by these By-Laws.

18. FINALS

18.1 ARRANGEMENTS

18.1.1 The finals series shall be played as approved by the CEO and published prior to the start of each season.

18.2 HOSTING

18.2.1 The League is solely responsible for appointing venues and playing times for all finals matches.

18.2.2 The League is entitled to require a hosting fee to be paid by any Member Club hosting finals.

18.2.3 Finals hosting fees are due and payable to the League by 30 September in the year in which they become due.

18.3 ENTRANCE FEES

18.3.1 The League shall be responsible for the setting of all entrance fees at all finals venues.

18.3.2 Entrance fees to finals matches shall be collected and retained by the League.

18.3.3 The League may delegate its authority for the collection of entrance fees from time to time.

19. BEST AND FAIREST

19.1 The League will annually award a trophy to the Best & Fairest Player in each Grade of football and netball competition conducted by the League.

19.2 The winner of the trophy will be the Player/s who poll the most votes as lodged by the Umpires officiating in home and away matches.

19.3 No Player found guilty of an offence during the season is eligible to win a Best and Fairest trophy.

20. FOOTBALL UMPIRES

20.1 GENERAL

20.1.1 The CEO shall appoint a Director of Umpiring.

20.1.2 The Director of Umpiring shall regularly report to the League on all its activities and decisions.

20.1.3 The Director of Umpiring shall:

- (i) regulate Umpire discipline, training and standards.
- (ii) adjudicate and determinate any dispute, protest, charge or objection lodged with the Director of Umpiring in relation to the performance of the duties of any Umpires as specified in these By-Laws.
- (iii) appoint, dismiss and supervise Umpires and maintain the general welfare and morale of Umpires.
- (iv) perform any other function in relation to Umpires generally but subject to review by the League.
- (v) in all disciplinary hearings, inquiries and other matters affecting Umpires, the Director of Umpiring shall have the power to impose disciplinary sanctions on Umpires as he/she deems fair and reasonable but, in all cases, procedural fairness shall be exercised.
- (vi) have the powers provided by the By-Laws to penalise any Umpire.

20.2 UMPIRE DUTIES

20.2.1 Umpires shall attend all meetings, coaching sessions, training sessions and other events as directed by the Director of Umpiring.

20.2.2 All umpires shall be registered members of the Southern Football Netball League Umpires Association.

20.2.3 No umpires shall officiate in any match not conducted by the League without the prior consent of the Director of Umpiring.

20.2.4 All umpires shall enforce and administer all By-Laws, Competition Regulations, Rules and Rulings of the Board and the Director of Umpiring in so far as they relate to his/her match or other duties and shall report any person or Club infringing the rules of football or these By-Laws.

20.3 UMPIRE POWERS

20.3.1 All umpires appointed by the Director of Umpiring shall have the power to report Players, Member Clubs, Officials and Supporters in accordance with the AFL "Laws of Australian Football" adopted by the League from time to time and for any breach of these By-Laws.

20.4 FINALS APPOINTMENTS

20.4.1 Official Field, Boundary and Goal Umpires shall be appointed to all grades during the final series.

21. REPRESENTATIVE MATCHES

- 21.1 The League shall notify all Member Clubs in writing of the list of Players selected to train for the League Representative team and advise where and when those Players are to report for the first training session.
- 21.2 The League shall also notify each Player that he has been selected for League Representative team training.
- 21.3 Each Member Club shall forthwith notify their Players on the list and direct them to report to the first training session.
- 21.4 Each Player on the list shall report for the first training session and all subsequent training sessions as directed by the coaching staff.
- 21.5 Should a Player be unable to attend a League Representative team training session they shall notify both the League and the League Representative team Coach prior to the training session.
- 21.6 Failure by a Player to attend a League Representative team training session and/or match or notify the League Representative Head Coach of non-attendance prior to the training session and/or match will render the Player liable to suspension from playing for their Member Club. **Refer to Schedule 18.**
- 21.7 Member Clubs shall not hold practice matches on the same days as League Representative team matches unless otherwise approved by the League.

22. AFL & AFL VICTORIA POLICIES

- 22.1 The League, AFL and AFL Victoria are required to adopt complementary rules and regulations, in football competitions under their respective control and jurisdiction.
- 22.2 The League has adopted the following AFL and AFL Victoria policies as policies of the League. These include and are not restricted to:
- 22.2.1 Anti-Doping Code
 - 22.2.2 Safe Guarding Children and Young People
 - 22.2.3 Coaches Code of Conduct
 - 22.2.4 Coaches Accreditation Policy
 - 22.2.5 Gambling Policy
 - 22.2.6 Member Protection Policy
 - 22.2.7 Mental Health Policy
 - 22.2.8 Privacy Policy
 - 22.2.9 Respect and Responsibility Policy
 - 22.2.10 Vilification Policy
 - 22.2.11 National De-Registration Policy

- 22.2.12 Age Dispensation Policy
- 22.2.13 Smoke Free Policy
- 22.2.14 Alcohol Management Policy
- 22.2.15 Infectious Diseases Policy
- 22.2.16 Community Concussion Guidelines
- 22.2.17 Cyber Safety Policy

23. LIFE MEMBERSHIP

- 23.1 The Board will establish criteria for awarding Life Membership of the SFNL.
- 23.2 In considering awarding Life Membership, the Board will need evidence of a demonstrated record of high-quality service over a sustained period that has enhanced the standing and sustainability of the League.
- 23.3 Criteria for awarding of Life Membership forms part of the Schedule to these By-Laws.

24. OUTSTANDING ACHIEVEMENT AWARD

- 24.1 The Board will establish criteria for awarding Outstanding Achievement Awards of the SFNL.
- 24.2 Criteria for awarding of Outstanding Achievement Awards forms part of the Schedule to these By-Laws.

25. DISTINGUISHED SERVICE AWARD

- 25.1 The Board will establish criteria for awarding Distinguished Service Awards of the SFNL.
- 25.2 Criteria for awarding of Distinguished Service Awards forms part of the Schedule to these By-Laws.

26. PRESENTATION NIGHT

- 26.1 All Member Clubs shall be allotted tickets for the League Senior Presentation Night as determined annually by the Board. Member Clubs will be billed for the cost of these tickets.

27. HALL OF FAME

- 27.1 The League will have a Hall of Fame and the frequency of holding such will be determined by the Board from time to time.
- 27.2 The Hall of Fame will acknowledge and celebrate persons who have made significant contributions to the League or the forerunners of the League, being Federal Football League, Eastern Suburbs Churches Football Association and South East Suburban Football League.
- 27.3 Criteria for election to the Hall of Fame is part of Schedule 12 to these By-Laws.

28. PENALTIES

- 28.1 Where a penalty may be imposed under these By-Laws, the CEO, Tribunal or Board may impose any one or more of the following:

- 28.1.1 a reprimand;
 - 28.1.2 a fine;
 - 28.1.3 a suspension or disqualification;
 - 28.1.4 a suspended sentence;
 - 28.1.5 loss of match and or premiership points; or
 - 28.1.6 reverse match result.
- 28.2 Any fine imposed may not exceed \$10,000.00.