

**Plumpton Oakhurst Soccer Club
By Laws & Regulations**

Updated for: 1st November 2010

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Section 1

1. COMMENCEMENT AND APPLICATION

- 1.1 These By-Laws & Regulations are effective as from **1st November 2010** subject to such alteration, addition or deletion as made from time to time by the Committee of **Plumpton Oakhurst Soccer Club** 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) "**BDSFA**" means the Blacktown & Districts Soccer Football Association Incorporated
- (d) "**Club Member**" means those admitted as Club Members under the Constitution of **Plumpton Oakhurst Soccer Club**
- (e) "**Committee**" means the elected board of the **Plumpton Oakhurst Soccer Club**
- (f) "**Competition**" means any Competition between Football Clubs including Competitions whether played during the playing season or pre season.
- (g) "**Complain**" 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 BDSFA or a Football Club of an Association Member.
- (i) **"Costs"** includes fees and expenses of any nature incurred in Proceedings.
- (j) **"Delegate"** means the duly appointed representative of a Member.
- (k) **"Determination at First Instance"** means the final determination of proceedings before a commission/tribunal established by BDSFA or Association Member or Standing other than an appeal under section 8 of these By-Laws.
- (l) **"Document"** means any written material in whatever forms it is produced.
- (m) **"Field of Play"** means where the Game is played.
- (n) **"Financial Default"** means the non-payment by a Member of any monies due and payable to the BDSFA or an Association Member after the date when such monies were due and payable.
- (o) **"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 BDSFA.
- (p) **"Football Club"** means an entity formed for the purpose of playing football in Competitions conducted by The BDSFA
- (q) **"Game"** means the playing of football (also known as soccer) and Futsal.
- (r) **"Ground"** means the venue where the game is played.
- (s) **"Home Ground"** means Hanna Reserve Oakhurst unless otherwise specified by the committee.
- (t) **"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.
- (u) **"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.
- (v) **"Internal Resolution Process"** means the process where a party has exhausted the grievance procedure and appeal process pursuant to the Constitution, By-Laws the BDSFA, Football NSW of that Constitution and By-Laws of FFA.
- (w) **"Match"** means a Game between Football Clubs whether as a friendly or trial Match or in a Competition or a play off series.
- (x) **"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.
- (y) **"Member"** means a Member admitted to membership under the Constitution of the Plumpton Oakhurst Soccer Club
- (z) **"Notice"** means an Initiating Notice, document or letter.
- (aa) **"Office Holder"** means a person who holds a position, whether elected or appointed, as:

- (a) President, Vice-President, Secretary, Treasurer, Official, committee member or employee of the governing body (however described) of a club member, association member, associate member of the Company, 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.
- (bb) “**Officials**” means the Committee of **Plumpton Oakhurst Soccer Club** and where the context permits the like officers of a Member”.
- (cc) “**Official**” means a member of the elected Committee.
- (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 the FFA or Court of Law.
- (ll) “**Public Officer**” means the official holding office as Secretary.
- (mm) “**Registration**” means the registration of a Player or Person with the BDSFA or a member Football Club.
- (nn) “**Spectator**” means a Person who attends a Football Activity.
- (oo) “**Transferor**” means the Football Club that transfers a Contract Player.
- (pp) “**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 Committee in the form prescribed by the Committee:
 - (a) On an annual basis.
 - (b) On such terms and conditions as the Officials 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 Officials or the Committee;
 - (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 BDSFA;
 - (g) Any agreement between, BDSFA, FFA, Football NSW or the Member and their respective sponsors or with any other person made for the benefit of FFA, Football NSW, 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 Member, then to the extent of such inconsistency, the Constitution, By-Laws and By Laws of the BDSFA 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 Officials and/or the Committee referred to in this By-Law 3.3 and has agreed in writing to be bound and submit to the jurisdiction of BDSFA and the Member.”
- 3.4. The Plumpton Oakhurst Soccer Club and each Member or Participant submits exclusively to the jurisdiction of a commission/tribunal established pursuant to these By-Laws to determine any Complaint/dispute that arises between the Plumpton Oakhurst Soccer Club 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 BDSFA 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 Officials shall be deemed a new entity requiring a fresh application for admission as a Member or Football Club.

SECTION 4

4. REGULATIONS

- 4.1. The Officials shall make such Regulations, Standing Orders and Membership Conditions, as it deems necessary in respect of any matter arising from or incidental to the implementation of these By Laws.
- 4.2. Regulations, Standing Orders and Playing Conditions made pursuant to By-Law 4.1 come into effect on the date determined by the Committee.
- 4.3. 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 5

5. COMMITTEES, COMMISSIONS AND TRIBUNALS

Authority to Establish

- 5.1. The Committee 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.
- 5.2. The Officials shall appoint the chairman and members committees.

Disciplinary Tribunal

- 5.3. 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.
- 5.4. The Committee shall appoint a Chairman and three (3) suitable Persons to the Tribunal from the panel appointed by the Officials to serve on the DT and who are independent and at arms length of any party involved before the DT.
- 5.5. The practice and procedure in Section 8 shall apply to the DT.
- 5.6. Legal representation is not allowed.

Contempt in the face of a Tribunal

- 5.9 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.
- 5.10 Upon a finding of a breach of 1 above, the Tribunal may refer the conduct to the Board of Officials 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 Club in a Competition; and/or
 - (d) Expulsion, suspension or disqualification of any Participant or Football 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 Football NSW.

SECTION 6

6. APPOINTMENT OF MEMBERS TO COMMISSION/TRIBUNAL

- 6.1. The commission/tribunal members shall:
- (a) Be appointed by the Committee;
 - (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;
- 6.2. The Committee shall appoint the Vice-President as the Chairman to the Tribunal as long as they are independent and at arms length with any party to the proceedings.
- 6.3. If the Vice-President cannot act as Chairman then the committee shall appoint another Chairman to the Tribunal, as long as they are independent and at arms length with any party to the proceedings, from the panel appointed by the Officials.
- 6.4. The Committee shall appoint the Assistant Secretary to the Tribunal as long as they are independent and at arms length with any party to the proceedings.

- 6.5 The Committee shall appoint other persons each of whom are independent and at arms length with any party to the proceedings before the Commission Tribunal.

SECTION 7

7. PROCEDURAL BY-LAWS IN PROCEEDINGS

Application

- 7.1. 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 Officials to determine Complaints/disputes or appeals;

Service

- 7.2. It shall be sufficient service of any notice, if served by post at the last known address contained in the records of The BDSFA 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.
- 7.3. The commission or tribunal hearing the matter shall determine whether there has been effective service of any notice.

Ex Parte

- 7.4. If a Person fails to respond to a notice, the commission/tribunal shall determine the matter ex parte.
- 7.5. 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

- 7.6. A notice must contain the full text of By-Laws 7.4 and 7.5 in the form of a warning as to the consequence of failing to respond to the notice.

Commencement of Proceedings

- 7.7. 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 BDSFA.
 - (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 BDSFA
 - (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.
- 7.8. A respondent must file notice of response within seven (7) business days of service of the Initiating Notice.

- 7.9. The commission/tribunal may determine any proceedings ex parte where notice of response has not been filed within the prescribed time.

Particulars in Notice

- 7.10. 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.
- 7.11. A notice of dispute may be issued by any Member, Football Club or Participant and may issue against BDSFA.
- 7.12. A notice of Complaint may contain more than one Complaint.
- 7.13. Initiating Notices may be issued by or against BDSFA or any other party.
- 7.14. A commission or tribunal may direct the issue of notice to attend, notice to produce or general notice against BDSFA or any other party at any time in the course of the proceedings.
- 7.15. Where an Initiating Notice has been issued and served against a party, that party must lodge with the Committee a notice of response.

Evidence

- 7.16. 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.
- 7.17. A commission/tribunal is not bound by the Laws of Evidence applicable to proceedings in Courts of Law.
- 7.18. All proceedings shall be conducted in accordance with the principles of natural justice.
- 7.19. 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.
- 7.20. A party to any proceedings must, except if otherwise directed by the Committee 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.
- 7.21. If there is non-compliance with By-Law 7.20, such evidence is not admissible in the proceedings without leave of the commission/tribunal.
- 7.22. 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 7.20.
- 7.23. 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

- 7.24. The Committee, commission/tribunal may shorten or extend a time fixed under these By-Laws.
- 7.25. 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.
- 7.26. 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 BDSFA including BDSFA;
- (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 Officials to suspend the party from Competition or membership privileges of BDSFA until lifting of the suspension.
- (f) To inform itself on any matter or thing in order to properly carry out its function.

Determination

- 7.27. 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

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

Dispute on Jurisdiction

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

Reporting of Determination

- 7.30. The commission/tribunal shall, subject to its terms of reference, report in writing to the Committee who shall notify the parties of:
- (a) Its determination;
 - (b) Any right to appeal.
- 7.31. The determination of a commission/tribunal shall be in writing and contain reasons for the determination.

Notice of Costs and Payment of Costs

- 7.32. 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.
- 7.33. 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.
- 7.34. Where the convening of a commission/tribunal will subject BDSFA 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.

7.35. 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) BDSFA may be represented and shall be entitled to take part in the proceedings whether a party or otherwise.
- (b) BDSFA may appoint counsel to assist the commission/tribunal in the conduct of its proceedings.
- (c) Counsel assisting the commission/tribunal shall be independent of BDSFA 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) BDSFA may charge the party for the costs of any representation.

Determinations Binding on Parties

- 7.36. 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 BDSFA
- 7.37. The Officials 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

- 7.38. The Committee must maintain a register of all determinations.
- 7.39. 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 8

8. APPEALS

Appeal Tribunals

- 8.1. The Officials shall establish an Appeal Tribunal to determine appeals from a Determination at First Instance.
- 8.2. The Officials shall appoint a Panel of Persons to sit on the Appeal Tribunal.
- 8.3. There shall be no less than three (3) Persons sitting on any Appeal Tribunal.
- 8.4. No Person on the Appeal Tribunal may hear any appeal if that Person was involved in the Determination at First Instance.
- 8.5. The Committee shall appoint the Chairman and persons to the Appeal and shall not have a vote.
- 8.6. 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

- 8.7. Any party including BDSFA although not party to the proceedings aggrieved by a Determination at First Instance has a right of appeal.
- 8.8. All appeals from Determination at First Instance shall be made to the Appeal Tribunal.
- 8.9. Notwithstanding By-Law 8.8, 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

- 8.10. 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

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

Appeal to BDSFA

- 8.12. An appeal from the determination of an Appeal Tribunal lays only to the BDSFA Appeal Tribunal.

Procedural By-Laws

- 8.13. Save where there is any thing to the contrary in this Section 9, the procedural By-Laws in By-Law 7 where relevant apply to the Appeal Tribunal.

Grounds of Appeal

- 8.14. 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

- 8.15. 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

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

Prescribed Time to Lodge Notice of Appeal

- 8.18. A notice of appeal from a commission/tribunal or any other like tribunal or committee established under these By-Laws or authority of Plumpton Oakhurst Soccer Club must be lodged with the Committee, within seven (7) days of date of notification of the Determination at First Instance.
- 8.19. 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.
- 8.20. Determination at First Instance was served:

- (a) by registered post, the 3rd 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.
- 8.21. The Appellant's postage or email address or facsimile number is deemed to be that last contained in the records of BDSFA Inc.

Appeal Fee

- 8.22. At the time of lodging notice of appeal there shall be paid an appeal fee.
- 8.23. The Appeal Tribunal may make such order as to payment of the appeal fees as in the circumstances of the appeal it determines.
- 8.24. 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.
- 8.25. "*Hearing session*" means any period within a 24 hour day.

Notification of Legal Representation

- 8.26. 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 Committee no later than ten (10) clear business days from the date of the hearing of the appeal. The Committee may appoint a legal representative to the Appeals Tribunal at the cost of the Appellant.
- 8.27. If notice of appeal is not lodged within the prescribed time, the Appeal Tribunal may dismiss the appeal.

Determination under Appeal

- 8.28. 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 9

9. FEES

- 9.1. Fees payable pursuant to anything arising or incidental in the Constitution or these By-Laws/Regulations:
- (a) An Ordinary Member of the Club shall, upon admission to membership, pay the Club an annual membership fee of \$3.00 or where some other amount is determined by the Committee, of that amount not to exceed 50% of the lowest registration fee.
 - (b) No joining fee or annual membership fee shall be payable by a Junior Member. However, the Committee of the Club may charge a Junior Member a playing fee which shall be determined from time to time by the Committee.
 - (c) No joining fee or annual membership fee shall be payable by a Senior Player. However, the Committee of the Club may charge a Senior Player a playing fee which shall be determined from time to time by the Committee.
 - (d) Members of the Club, except Life Members, may renew their memberships at the Start of the Calendar Year by paying their annual subscriptions which is set as per these rules. Members are not fully financial until all fees, as required, are paid in full.
 - (e) Should any player not be fully financial by the completion of the third competition round that player shall not be permitted to continue playing at the discretion of the management committee.

- (f) Game fees will be set each year by the management committee and will be payable on each game day by every player participating in that game.
- (g) Should any player be more than 2 games in arrears, they shall not be permitted to continue playing at the discretion of the management committee.
- (h) Any fines, bonds etc imposed upon player(s) or team by this club or the external governing body shall be payable by that player(s) or team at the discretion of the management committee.

SECTION 10

10. CONDUCT

10.1. Member Unfinancial

Where any Member becomes unfinancial, it shall be referred to the Officials who may suspend or expel the Member or Football Club from membership of Plumpton Oakhurst Soccer Club.

- 10.2. A Member or Football Club may appeal against the Officials' decision. The appeal shall be referred to the Appeal Tribunal.
- 10.3. 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 unfinancial 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 Officials.
 - (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.
- 10.4. The Appeal Tribunal may make such determination as available to it pursuant to these By-Laws.

Misconduct

- 10.5. 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.
- 10.6. 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.
- 10.7. 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.
- 10.8. 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.
- 10.9. The Officials 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.
BDSFA 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 BDSFA considers fit ("Interim Suspension Order") where:
- (a) The Participant, Club Member, Association Member or spectator has been charged by BDSFA 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 BDSFA 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.
- 10.10. Any Participant who fails or refuses to submit or respond or cooperate when required to do so by the Officials, the Committee, commission/tribunal, shall be deemed to have breached these By-Laws.
- 10.11. The BDSFA 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 Committee. The Board may adopt or reject the findings and penalties at their discretion.

SECTION 11

11. REGISTRATION OF PARTICIPANTS

- 11.1. A Participant shall be registered with Plumpton Oakhurst Soccer Club
- 11.2. A Participant shall complete a registration form prescribed from time to time by the Committee.
- 11.3. 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)
- 11.4. The Committee shall maintain a register of Participants containing the required details.
- 11.5. The Committee shall refuse a Participant who refuses to provide the required details registration.
- 11.6. 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 Plumpton Oakhurst Soccer Club.
- 11.7. Where usage of the required details for a purpose other than By-Law 11.6 the Participant's consent to such usage is to be obtained beforehand.
- 11.8. De-registration of a participant is as per FFA NRR and is the sole prerogative of the BDSFA; clubs may not de-register a participant.
- 11.9. Players registered with the Plumpton Oakhurst Soccer Club Incorporated in any season must compete in sixty (60) percent of all competition matches, to be eligible for team awards etc at the discretion of the Committee. Consideration will be given for absences relating to illness, injury and vacation.

Suspended Players

- 11.10. 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 12

12. ELECTION OF OFFICIALS

- 12.1 Officials will be elected to serve a term of 2 years, half shall retire in each odd year and half each even year.
- 12.2 Officials to retire in every odd year will be the following: Treasurer, President, Competition Secretary, Assistant Secretary, Equipment Officer, Member Protection Information Officer, Female Development Officer, Groundsperson.
- 12.3 Officials to retire in every even year will be the following: Secretary, Vice President, Registrar, Canteen Manager, Social Secretary, Club Coach, Publicity Officer/Webmaster.
- 12.4 The Executive Committee shall consist of the President, Secretary, Treasurer, Registrar, and Competition Secretary and shall be empowered to deal with all matters or urgency in the interest of the Club, which has to be dealt with within 96 hours. They shall report their actions for endorsement at the next Management Committee meeting. A quorum shall be three (3) members of the executive committee.
- 12.5 Officials of the Club will consist of
 1. President

2. Secretary
3. Treasurer
4. Competition Secretary
5. Registrar
6. Vice President
7. Assistant Secretary
8. Equipment Officer
9. Canteen Manager
10. Member Protection Information Officer
11. Female Development Officer
12. Club Coach
13. Social Secretary
14. Publicity Officer/Webmaster
15. Groundsperson

12.6 Duties of the Management Committee

1. The President:
 - (a) Shall be a member of the executive committee.
 - (b) Shall ensure that all Committee Members carry out their respective duties, in accordance with the Rules.
 - (b) All actions must firstly be authorised by the Management Committee.

2. The Secretary:
 - (a) Shall be a member of the executive committee.
 - (b) The Secretary of the Club shall as soon as possible after being appointed as Secretary lodge notice with the Club of their address.
 - (c) It is the duty of the Secretary to keep minutes of:
 - i All appointments of members of the Committee.
 - ii The names of members of the Committee present at a Committee meeting or a General Meeting.
 - iii All proceedings at Committee meetings and General meetings
 - iv. Keep register of financial members
 - (d) Shall Hold the Clubs seal or Official Stamp.
 - (e) Shall attend to all correspondence relating to the Club.
 - (f) Shall submit reports to the newspapers.
 - (g) All actions to be authorised by the Management Committee.

3. The Treasurer:
 - (a) Shall be a member of the executive committee.
 - It is the duty of the Treasurer of the Club to ensure that:
 - (b) All monies due to the Club is collected and received and that all payments authorised by the Club are made.
 - (c) Correct books and accounts are kept showing the financial affairs of the Club including full detail of all receipts.
 - (d) Has books audited for the Annual General Meeting
 - (e) Shall receive any/all monies raised, including from all fund raising, and bank into nominated bank account as soon as possible.
 - (f) Shall hold petty cash not exceeding S200.00
 - (g) All actions to be authorised by the Management Committee.
 - (h) Shall hold cash-register floats not exceeding \$400 per game-day.
 - (i) Maintain an up-to-date asset register.
 - (j) Maintain a draft budget to ensure funds are available for purchases.

4. The Competition Secretary:
 - (a) Shall be a member of the executive committee.
 - (b) Shall co-ordinate all competition fixtures with each coach and manager.
 - (c) Arrange all Social games.

- (d) Advise the Blacktown & District Soccer -Association Inc. recorder of results of home games and return the team sheets by the required time to the Association Registrar.
 - (e) Ensure have referees for home games and complete referee logbook and referee receipts.
 - (f) Receives and checks all team sheets for the home games.
 - (g) Advise the Canteen of home games and supplies copies of the Competition draw for display at the canteen
 - (h) Shall supply a Competition draw to coaches and managers from information supplied by the Association.
 - (i) All actions must be authorised by the Management Committee.
5. The Registrar:
 - (a) Shall be a member of the executive committee.
 - (b) Shall co-ordinate yearly registration of players.
 - (c) Keep records of all registered players.
 - (e) Maintains a record of suspended, defaulting and ineligible players and notify Secretary in writing.
 - (f) Maintains Compman or any other Registration programs required.
 - (g) All actions to be authorised by the management committee.
 6. The Vice President:
 - (a) Carries out the duties of the President in his absence.
 - (b) Shall be chairman of the P & D C/Disciplinary Tribunal as long as they are independent and at arms length of any party involved before the DT.
 - (c) All actions to be authorised by the management committee.
 7. The Assistant Secretary:
 - (a) To assist the Secretary as may be required.
 - (b) Shall be a member of the P & D C/Disciplinary Tribunal as long as they are independent and at arms length of any party involved before the DT.
 - (c) All actions to be authorised by the management committee.
 8. The Equipment Officer:
 - (a) Shall maintain all Club equipment at levels set by the Committee
 - (b) Report to the Committee re: the replacement and ordering of equipment.
 - (c) Shall keep a register of gear & equipment that is off-site.
 - (d) All actions must be authorised by the Management Committee.
 9. The Canteen Manager:
 - (a) Is responsible for the ordering of all items required in the canteen.
 - (b) Shall maintain statistics of food/drinks etc. required for sale in the canteen.
 - (c) Shall organise help for the canteen and bbq at home games.
 - (d) All actions must firstly be authorised by the Management Committee.
 10. The Member Protection Information Officer (MPIO):
 - (a) Shall be responsible for the child protection policy
 - (b) Shall be the liaison for member protection and supply information as appropriate
 - (c) Assists in maintaining the confidentiality of any child related matters and the privacy of any children or persons involved
 - (d) Be responsible for reporting to the Association Child Protection Officer all matters necessary relating to child protection".
 - (e) Cannot be a member of the executive committee.
 11. The Female Development Officer (FDO):
 - (a) Shall liaise with all coaches and managers of female teams.
 - (b) Oversee the training of the female teams.
 - (c) Act as a liaison between male coaches and female players if required.

- (d) Shall be available to assist female players if requested.
- (e) Report to the management committee regularly.

12. The Club Coach:
 - (a) Must be a current registered full youth license previously known as Level Two (2) graded Coach.
 - (b) Shall be available to help the Grading Committee for the grading of players if required.
 - (c) Shall liaise with all coaches to ensure that proper coaching is available to players.
 - (d) Shall implement training schemes for players, if required, at the discretion of the Committee.
 - (e) Can be requested by any Coach to assist at Training.
 - (f) Report to the management committee regularly.
13. The Social Secretary
 - (a) Shall organise and control all fund raising within the Club including team photos.
 - (b) Shall organise social events for members.
 - (c) Liaise with the Competition Secretary to organise Pre season and extra Season functions.
 - (d) All such fundraising and events must be authorised by the Management Committee.
14. The Publicity Officer/Webmaster:
 - (a) Shall co-ordinate and maintain the newsletter/website.
 - (b) Shall co-ordinate all advertising as directed by the Committee.
 - (c) All actions must be authorised by the Management Committee.
15. The Grounds-person:
 - (a) Responsible for ensuring the fields are line-marked.
 - (b) Responsible for ensuring the fields are playable.
 - (c) Responsible for reporting all damage to the grounds to the appropriate authority.
 - (d) Any other duties as deemed appropriate by the management committee.
 - (e) Report to the management committee regularly.

12.7 Other assistant roles such as Assistant Treasurer, Assistant Equipment Officer may be filled by one of the above officials at the discretion of the committee.

SECTION 13

13. NOMINATION OF MEMBERS

- 13.1 All Team delegate Members (coach and manager) are to represent their team.
- 13.2 All Members apart from committee members will serve a one (1) year term.

SECTION 14

14. FUNDS SOURCE

- 14.1 The funds of the Club shall be derived from entrance fees and annual subscriptions of members, donations and subject to any resolution passed by the Club in General Meeting, such other sources as the Committee determines.
- 14.2 All monies received by the Club shall be deposited as soon as practical and without deduction to the credit of the Club's bank account.

- 14.3 The Club as soon as practical after receiving any money shall issue an appropriate receipt.

SECTION 15

15. INSURANCE

- 15.1 The Club shall effect and maintain insurance.

SECTION 16

16. GRADING

- 16.1 POSC will grade their players into a division in which the player can perform to the best of their ability. This will be done by a grading panel with minimum youth licence or 5 years coaching experience. All team selections and grading panels will have to first meet the approval of the executive committee.
- 16.2 Where there are any conflicts relating to the grading of player, the club grading coordinator with a minimum youth license will intervene.

SECTION 17

17. MEETINGS & RESOLUTIONS

- 17.1 The committee shall meet at least once per month or as often as required, at such place and time as determined.
- 17.2 An ordinary resolution is passed if more than half of the formal votes cast support the resolution. Most decisions are made by ordinary resolution.
- 17.3 A special resolution is passed if at least three-quarters of the votes cast support the resolution. For a special resolution, members must receive 21 days notice of the meeting, the terms of the resolution, and a statement that it is to be passed by special resolution.
- 17.4 A special resolution is required for changes to the constitution and such other situations as stated in the Act.
- 17.5 A poll is a method of voting on a motion where votes are cast in writing.