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NSW Basketball Association Ltd

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# BASKETBALL NSW REGISTRATION BY-LAWS

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BY-LAW 004  
Amended: August 2020

This new by-law is effective from the date that is approved by the Board of New South Wales Basketball Association LTD

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# BASKETBALL NSW REGISTRATION BY-LAWS

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## 1. AREA OF RESPONSIBILITY

Finance and Audit Committee

## 2. DATE APPROVED

Aug 2020

## 3. BY-LAW NUMBER

BY-LAW 004

## 4. DEFINITIONS

<b>14-Day Pass</b>	Also known as short-term player, means a product that can associations can use for participants who are not sure if they wish to commit to a season or development program. A participant can only purchase 1 x 14-day pass per association.
<b>Annual Subscription Fee</b>	means the entrance fee and annual subscription payable by members of Basketball NSW as described in clause 16 of the NSWBAL constitution.
<b>Association</b>	means an association duly incorporated under the Act, the Associations Incorporations Act (NSW) or statues relating to co-operatives, which has object relating to the control, promotion, integration and fostering participation and development of basketball in the State consistent with the objects set out in its constitution.
<b>Associate</b>	means an association who plays in competitions conducted by Basketball NSW but is a non-voting member of Basketball NSW.
<b>Aussie Hoops</b>	is Basketball Australia's official introductory program for 5-10-year olds.
<b>Aussie Hoops Upgrade</b>	means a participant who is graduating the Aussie Hoops program and will commence playing in a structured competition in the same calendar year, can receive a complimentary membership upgrade.
<b>Audit</b>	may be a self, random, programmed or directed.
<b>Basketball Australia</b>	BA or Basketball Australia means BA Limited is the National Sporting Organisation recognised by Sport Australia as the pre-eminent body for the development of basketball in Australia.
<b>Basketball Network</b>	The Basketball Network, the official membership and competition system of Basketball Australia (Basketball Network).
<b>Basketball NSW</b>	BNSW or New South Wales Basketball Association Limited (NSWBAL) is the State Sporting Organisation recognised by Basketball Australia and the NSW Office of Sport as the body responsible for the development of basketball in NSW.

<b>Board of Basketball NSW</b>	means the group of people elected or appointed under the constitution, they are responsible for the overall governance, management and strategic direction of Basketball NSW and for delivering accountable corporate performance in accordance with the organisation's goals and objectives.
<b>Carnival</b>	means a competition run by an association which is normally a fundraising type of event.
<b>Conference</b>	means a group of associations within a common geographic region who have grouped together to offer a competitive competition against each other.
<b>Constitution</b>	means the Constitution of New South Wales Basketball Association Limited.
<b>Commercial Member</b>	means a commercial organisation (e.g. NBL Club) who does not play in competitions conducted by Basketball NSW and is a non-voting member of Basketball NSW.
<b>Financial</b>	means being under 60-days in arrears or having an arrangement in place with Basketball NSW regarding payment of existing debt which has been signed off and agreed to by Basketball NSW.
<b>Financial Member</b>	means a participant who has a State participant membership product recorded against their profile in the Basketball Network and that product has been paid for.
<b>Fee</b>	means the dollar value that the Board sets in each year that is associated with a participant category.
<b>Full Member</b>	means an association who plays in competitions conducted by Basketball NSW and is a voting member of Basketball NSW.
<b>Insurance</b>	means the personal accident cover each participant receives when purchasing a State based participant membership product.
<b>Member</b>	means a member of Basketball NSW as described in clause 10 of the NSWBAL constitution.
<b>Membership End Date</b>	means the date the participants membership lapses with an association.
<b>Membership Period</b>	means the 365-day period added to a member record when a State participant product is purchased.
<b>Member Profile</b>	means the online profile associated with a participant email address registered in the basketball network.
<b>Membership Start Date</b>	means the date the participants membership starts with an association.
<b>Other</b>	means a participant who is not a player, e.g. a coach, referee, umpire, manager, volunteer, administrator, sports trainer, statistician, scoretable official.

<b>Organisation</b>	means any affiliated company, incorporated body, organisation or recognised body that has been set up specifically to run the sport of basketball in a locality determined by Basketball NSW, and includes Member, Associate Member, Social Member, Commercial Organisations and recognised groups.
<b>Participant</b>	means a person who is a player, coach, referee, statistician, score table official, manager, administrator, volunteer, sports trainer, i.e. any person who either plays, officiates, administers and/or volunteers in the delivery of the sport of basketball.
<b>Parties</b>	means Basketball NSW includes Member, Associate Member, Social Member, Commercial Organisations and recognised groups.
<b>Permissions</b>	means the participant is given the option to opt-in or opt-out of receiving program news and promotional offers.
<b>Player Inclusion</b>	means a player who participates in either wheelchair, intellectual impairment, deaf or walking basketball.
<b>Player Junior Under 8's</b>	means a participant who is under 8 years of age as at 31 December in any year.
<b>Player Junior 8 - 11</b>	means a participant who aged between 8 – 11 years of age as at 31 December in any year.
<b>Player Junior 12 - 17</b>	means a participant who is aged between 12 – 17 years of age as at 31 December in any year.
<b>Player Senior</b>	means a participant who is 18 years and above as at 31 December in any year.
<b>Primary Registration</b>	means the first registration by a particular participant in any year by payment of an amount of money that incorporates the Basketball NSW participant fee.
<b>Recognised Group</b>	means a club/group/association/educational institution which may or may not register participants with Basketball NSW, but which has its competitions /events approved by Basketball NSW as supportable events and can obtain limited access to Basketball NSW resources or contract services of Basketball NSW to run the events/competitions.
<b>Registered Participant</b>	means a participant who is registered with Basketball NSW and agrees to abide by Basketball NSW's Registration and Tribunal By-Laws.
<b>Registration</b>	means the act of filling out the appropriate form (online or paper) and paying the prescribed amount to an organisation, with the details being forwarded to Basketball NSW within the prescribed period.
<b>Registration Audit</b>	means an audit carried out by Basketball NSW which may cover the areas of registration, player or participant details, and the financial status of an Organisation. It may also cover issues such as governance, demographics and other issues that affect the sport of basketball in an area.

<b>Registration Categories</b>	means and used by the board as the groupings on which Fees are set.
<b>Registration System</b>	means the system or platform used for the management of membership and competition management.
<b>Sanctioned Events</b>	Means activities that are sanctioned by Basketball NSW, and affiliated Associations and their affiliated clubs. These activities include competition, training, social functions, committee meetings, fundraising activities and travel to and from these events within Australia.
<b>Secondary Registration</b>	means registration of a participant with a second or subsequent organisation with payment of an administration fee. This type of registration is also known as “affiliate registration”.
<b>Social Member</b>	means an organisation who does not play in competitions conducted by Basketball NSW and is a non-voting member of Basketball NSW.
<b>Split Payment</b>	means that each organisation will receive their portion of participant membership fees when the transaction occurs online at the time of transaction.
<b>Terms and Conditions</b>	means the participant considers when applying their application for membership or registration as a participant and that they agree to the terms and conditions as specified in the Basketball Australia Participant Registration Terms and Conditions.

## 5. PREAMBLE

It is the purpose of these by-laws to clearly set out the aims, objectives, and structure of The Basketball Network, the official membership and competition system of Basketball Australia (Basketball Network).

Registration of a player is not to be confused with categories of members with Basketball NSW (clause 10. NSWBA constitution).

These by-laws cover the principles behind the Basketball Network.

## 6. PRIVACY STATEMENT

All information supplied to Basketball NSW will be dealt with in accordance with Basketball Australia’s Privacy Policy.

## 7. BASKETBALL NETWORK AIMS

- 7.1. To provide a by-law system that clearly sets out for organisations and registered participants the rules and obligations of the Basketball Network.
- 7.2. To provide Basketball NSW, its Members, Associates, Associate Organisations and Recognised Groups (the Parties), with information to know and operate under the Basketball Network.

- 7.3. To provide a manageable system for determining eligibility for all competitions and events conducted by organisations associated with Basketball NSW.

## **8. BASKETBALL NETWORK OUTCOMES**

- 8.1. To ensure that the Basketball Network allows the collection of relevant data/information so that Basketball NSW may manage its basketball operations.
- 8.2. To collect and maintain a database that is a record of all the Registered Participants of basketball in NSW for purposes associated with their participation and the operation of the game of basketball.
- 8.3. To assist in ensuring that all participants in the Parties' competitions and events are registered.
- 8.4. To provide a flexible system that can allow for recognition, affiliation and/or membership of other basketball groups not currently under the umbrella of Basketball NSW.

## **9. GENERAL**

- 9.1. Basketball NSW reporting for participation for the annual report is based on calendar year. Other organisations to which Basketball NSW reports to, Sport Australia, Basketball Australia or the Office of Sport may determine different date ranges for counting participation.
- 9.2. An organisation is counted as a member of Basketball NSW when;
  - a) Participants data is recorded against that organisations name.
  - b) Their annual subscription fees have been paid.
- 9.3. An organisation should consult with Basketball NSW before changing its membership periods to ensure that it is not adversely affected by such a change.
- 9.4. Where an Organisation's data collection provides either data that has been backdated or data that has a period of greater than 12 months encapsulated, Basketball NSW reserves the right to adjust the numbers to those applicable for the previous calendar year or make such adjustment that corrects the anomaly in the numbers.
- 9.5. Organisations subject to the organisations constitution can award participants Life Memberships, these are to be recorded in the Basketball Network. If a Life Member is still active within an association, the association will need to record a State based membership product and mark as being paid for each year the member remains active, this is to ensure the member is covered by the sports personal accident insurance.
- 9.6. Organisations are to record all tribunal records in the Basketball Network. Each organisation is to acknowledge and agrees that it is required to recognise and enforce penalties handed down against individual persons, teams or clubs by the disciplinary tribunals of all other Organising bodies, basketball associations, leagues and competitions which are affiliated with Basketball Australia and or its Constituent Associations
- 9.7. Organisations should consult their own constitutions for clauses governing the management of their participants in relation to:
  - a) Membership Application
  - b) Register of Members
  - c) Effect of Membership
  - d) Discontinuance of Membership
  - e) Discipline

## **10. DATA CAPTURE ON PAPER RECORDS**

Where paper based registration forms are used, these forms need to be approved by Basketball NSW.

It is critical that participants know when completing a paper form that an administrator will be either entering or passing their details onto Basketball NSW where their personal data will be entered into the Basketball Network and that they have agreed to the Basketball Network Participant Registration Terms and Conditions.

## **11. POWERS AND INTERPRETATION**

11.1. Under these by-laws the parties have the power to suspend, impose and enforce penalties, disqualify or otherwise deal with an organisation, a registered participant and any other participant in any competition or event conducted by Basketball NSW or an organisation. (For Basketball NSW see Item 3(c) Ancillary Objects NSWBAL Constitution)

11.2. In the interpretation of these by-laws the following shall apply:

- a) References to the singular shall include the plural and vice versa
- b) References to one gender shall include references to other genders; and
- c) Headings are inserted only for convenience and shall not in any way vary or effect the interpretation of the clauses to these by-laws

## **12. FEE STRUCTURE**

12.1. By 31 October in each year, the Board of Basketball NSW, in determining its own budget will set the Fee that will apply for the following year.

12.2. The Fee will set out fees for the registration categories.

12.3. The fees will apply commencing on 1 January of the year after the year in which they were notified.

12.4. Collection of Participant Membership Fees, as of June 2020, spilt payments shall be used for the collection of the State participant membership fees. Where a manual payment or an Active Kids voucher is used, Basketball NSW will invoice the associations accordingly.

## **13. PARTICIPANT MEMBERSHIP FEE REFUNDS**

Once a participant partakes in any basketball activity (playing or training etc), no matter how long the duration, nor the number of times, the opportunity to request a refund has passed (except where a member has a right to a refund under the Australian Consumer Law).

If a participant paid for their membership fees and then decides not to participate, the participant maybe entitled to a full or partial refund.

As long as proof and validation can be substantiated, that the participant did NOT partake in any basketball activity, then the association may issue a refund (unless the Australian Consumer Law requires that a refund be paid, in which case, the relevant association will do so).

Refund of memberships is not guaranteed for change of mind or for changes in personal circumstances that prevent a person from enjoying the full benefits of the membership. If given, the relevant membership period will be removed against the participant.



## **14. PART PAYMENTS OR PERIODIC PAYMENTS**

Where basketball organisations accept part payments or periodic payments of participant membership fees, the participant information has to be input into basketball network on the receipt of the first payment.

## **15. PARTICIPANTS**

- 15.1. All participants are required to agree to the The Basketball Network Participant Registrations Terms and Conditions when registering or renewing their registration with an organisation.
- 15.2. A person must not participate in any game or event under the control of the Parties if unregistered.
- 15.3. All Parties must aim to have all non-playing participants registered.
- 15.4. A person must not use another registered participant's name to participate.
- 15.5. Participants have the ability to manage their own permissions after completing an online registration form via accessing their member profile online.

## **16. REGISTRATION SYSTEM**

Is the approved platform that is provided to organisations for the management of membership and competition management.

Database administrators are required to agree to Administrator Access Terms and Conditions, and these can be revoked at any time if the terms and conditions are breached by the administrator or organisation.

## **17. MEMBERSHIP PERIODS**

- 17.1. All membership periods expire 12-months after they have commenced.
- 17.2. Registration is effective on the date money is paid by the Participant to the Organisation, provided that the data is received in Basketball NSW's office within the required timeframes.
- 17.3. If a registered participant ceases to play within the registration period, the registration period is not amended to reflect this date.
- 17.4. If the participant resumes playing and registers within a period of 30-days of the expiry date of their membership period ending it will automatically backdate to comply with the principal of continuing registration.

## **18. MEMBERSHIP CATEGORIES**

The approved membership categories are as follows:

- a) Player Junior Under 8's
- b) Player Junior 8 – 11
- c) Player Junior 12 – 17
- d) Player Senior
- e) Player Inclusion
- f) Other
- g) 14-Day Pass
- h) Aussie Hoops Upgrade\*

To be eligible for an Aussie Hoops Membership Upgrade, the participant must have graduated from an Associations Aussie Hoops program within 30-days from the end of the last term of Aussie Hoops they participated in.

## **19. CARNIVALS**

Associations wishing to conduct a carnival must register their carnival with Basketball NSW.

Associations are responsible for advising Basketball NSW if the carnival will consist of participants who are not registered participants.

Basketball NSW reserves the right to assess the level of risk and ask associations to pay an additional fee to cover 'stand-alone' type events, so that they can be sanctioned and covered in the sports insurance program.

Associations must comply with all rules and regulations in conducting carnivals.

## **20. CONFERENCES**

Basketball NSW supports the concept of conferences as a means of increasing opportunities for more people to play basketball.

Conferences are required to be sanctioned by Basketball NSW, sanctioning includes the Conference operating under a charter for the conference to be covered by the sports insurance program.

All the participating associations in the conference must all comply with all rules and regulations.

## **21. REGISTRATION AUDIT**

21.1. A registration audit may be carried out by Basketball NSW personnel or other person appointed by Basketball NSW.

21.2. May be either random, directed or programmed.

21.3. A directed registration audit may occur when an anomaly is discovered or Basketball NSW otherwise suspects that information supplied is incorrect or insufficient, where financial payments become erratic and/or there is a change in governance.

21.4. A programmed registration audit is where a schedule of audits has been compiled by Basketball NSW and the relevant Organisations are notified in advance with date/time agreed to.

21.5. Associations may be required to give an auditor access to:

- a) Draws;
- b) Scoresheets;
- c) Nomination and registration forms;
- d) Registration receipts;
- e) Company registers;
- f) Names and registration numbers;
- g) Past year records;
- h) Annual reports;
- i) Annual financial information (if not included in annual reports;
- j) Auditor's report where this is not part of the annual report or attached to any annual financial statement; or
- k) Other information deemed essential to the conduct of the audit.

21.6. At the completion of the audit process an Organisation will receive a report of the audit and its findings along with any other statistical data available.

## 22. HELP DESK SUPPORT AND TRAINING

Basketball NSW support team works standard business hours Monday through to Friday.

Afterhours and weekend support/training sessions can be arranged as long as it is booked in advance (2-days' notice required).

Call 8765 8555 or log a support ticket

<https://australia.basketball/tbnsupport/>

Administrators are encouraged to join our closed group Facebook page [HERE](#) this forum is used to discuss all things to do with the Basketball Network.

## 23. INSURANCE PROGRAM

The insurance program covers Basketball New South Wales, including their affiliated leagues, Associations, Centres, Clubs and all Registered Members, Players, Umpires/Referees, Voluntary Workers, Coaches, Trainers, Officials and Employees, members of the Board of Management and Executive workers.

The program incorporates three covers;

- a) Public & products Liability Insurance
- b) Professional Indemnity Insurance
- c) Personal Accident

23.1. Personal Accident Insurance scope of cover applies whilst members are participating in activities sanctioned by Basketball New South Wales and affiliated Associations and their affiliated Clubs.

These activities include competition, training, social functions, committee meetings, fundraising activities and travel to and from these activities.

Cover for members aged between 2 and 80 years of age. Coverage limitations apply for those aged under 18 and over 75 years.

23.2. Making a Claim, only one claim form (per injury) is required. A claim form should be completed by the claimant and submitted as soon as the participant is aware that they will be making a claim. The registered participant does not have to wait until after their completed treatment for their injury to lodge a claim form.

23.3. An authorized representative of the organisation is required to confirm that the claimant was a registered and financial member of their association on the claim form before it can be submitted.

More detailed information regarding the insurance program can be found

<https://www.bnsw.com.au/about/insurance/>

## 24. PENALTIES

- 24.1. If an Organisation is deemed by the Board of Basketball NSW to be unfinancial or not compliant with the registration by-laws it may apply the following sanctions to the Organisation or team:
- a) Ineligible to progress to State and National competitions and or events;
  - b) Its Registered Participants will not be eligible for services offered by Basketball NSW including selection for camps and teams, nor may they be covered by any insurance scheme offered by Basketball NSW; Basketball NSW may refuse to register additional participants from that Organisation.
- 24.2. If an Organisation fails to submit accurate registration data within the Prescribed Period, a fine may be imposed. Additionally, its Registered Participants may be ineligible for cover under the Basketball NSW insurance scheme, and Basketball NSW may refuse to register additional participants from that Organisation.
- 24.3. Organisations that refuse to comply with, or hinder, the audit process, including not keeping the relevant documentation for the required time, may incur one or a combination of the following penalties:
- a) A fine;
  - b) Exclusion from Basketball NSW competitions/events;
  - c) Loss of competition points in Basketball NSW competitions;
  - d) Loss of ability to progress within Basketball NSW competitions;
  - e) Suspension of services by Basketball NSW;
  - f) Other relevant penalty as determined by the Board.
- 24.4. Where it is discovered that a player participates when unregistered in any of the Parties' competitions or events, the Organisation that the player belongs to or is representing, may incur one or a combination of the following penalties:
- a) A fine;
  - b) Forfeiture of all games or events in which the unregistered player has participated, with loss of competition points;
  - c) Other penalty as determined by the Board.
- 24.5. Where it is discovered that an unregistered player has used the name of another Registered Participant to enable him or her to play either whilst unregistered or suspended in a parties' competition, the participant, Organisation or team that the player purported to belong to or represent may incur one or a combination of the following penalties:
- a) A fine;
  - b) Game forfeited – fine and loss of competition points;
  - c) The offending players will be deregistered;
- 24.6. When a referee is unregistered, or unfinancial he or she will not be allowed to referee finals or national championships.
- 24.7. In addition to other penalties, if Basketball NSW determines in any investigation that an Organisation has allowed a participant to play whilst unregistered, that Organisation will incur the fine, depending on the number of occurrences that is set out in the Registration Manual. Basketball NSW will notify the Organisation of circumstances and fine proposed. Depending on any explanation provided by the Organisation, Basketball NSW may waive the fine imposed but will in all cases require that the non-compliance be rectified and may initiate an Audit. If the Organisation fails to correct the non-compliance other penalties may be imposed. The numbers of the Organisation must be adjusted.
- 24.8. If it is discovered in an audit that there has been non-compliance a fine may be imposed after determination as to degree of error or avoidance the fine may be waived. Numbers will be adjusted accordingly, and any monies not paid as a result will be invoiced accordingly.

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