

Version 2023

**BY-LAWS
OF
SOUTHERN UNITED NETBALL ASSOCIATION INC.**

Contents

	<i>Title of Clause</i>	<i>Page no.</i>
1.	Application of By-Laws	3
2.	Affiliation of Clubs	3
3.	Teams	3
4.	Players	4
5.	Rules of Matches	4
6.	Officials, Players, and Spectator Conduct	5
7.	Scoresheets	6
8.	Uniforms	6
9.	Umpires	6
10.	Grading/Regrading	7
11.	Finals	7
12.	Representative Teams	7
13.	Finance	7
14.	Complaints	8
15.	Indemnity	8
16.	Amending By-Laws	8
17.	Definitions and interpretation	8

SOUTHERN UNITED NETBALL ASSOCIATION INC. BY-LAWS

1. Application of By-Laws

- a. These By-Laws are binding on SUNA and its members and those who use and access the SUNA Complex.
- b. Where these By-Laws are silent in respect of any matter, SUNA Management has the discretion to make a decision, however such decision must maintain the integrity of SUNA and must be in consideration of its objects as set out in its Constitution.

2. Affiliation of Clubs

- a. Any Netball Club may apply for affiliation with SUNA. SUNA Management has the power to refuse any such applicant.
- b. No two Clubs may register the same name in any SUNA competition.
- c. Every Netball Club applying for affiliation must:
 - i. make application each season on or before such date and upon such form as is prescribed by SUNA.
 - ii. forward with the application, nomination of its proposed teams and agree to pay the appropriate fees.
 - iii. provide particulars of its proposed uniform and colours which will be registered subject to the approval of SUNA.
- d. SUNA may accept or refuse, at their discretion, any late application for affiliation.
- e. Every Club the affiliation of which is approved will then:
 - i. be deemed to be affiliated and bound by the Constitution, By-Laws, and policies of SUNA, as well as the Netball Australia Member Protection Policy.
 - ii. ensure appropriate registration of all members/officials in accordance with published SUNA documentation in the current registration system.
 - iii. become liable for all fees and levies by the due date. Penalty will be forfeiture of the first match and all matches thereafter until fees have been paid. All teams in the Club concerned will lose their points.
- f. Any affiliated Club/team which wishes to withdraw, disband, or otherwise ceases to be affiliated with SUNA remains liable for all levies and/or fees incurred for the coming season. In the event of a team withdrawing, each match that they should have played will be deemed a bye and two points will be awarded to the team scheduled to play that match.

3. Teams

- a. Every Club must forward team nomination documentation to SUNA by the due date. All players must also be registered and maintain their personal record in the registration system.

- b. Any additional players must be registered within one week of the first match in which they played using the registration system.
- c. If the player is not registered by the next match, the Club will incur a fine as set by SUNA Management. Clubs will be invoiced the applicable fine.
- d. If a player plays four or more matches in a SUNA competition, they will be deemed as registered for that competition and will pay the subscribed fees.
- e. In Junior divisions, ages will be taken as at December 31st in the year of competition commencement.
- f. Any Club playing a non-registered player in a final without the prior, written permission from SUNA Management will be deemed to have forfeited that match and will take no further part in finals in that competition. If this occurs:
 - i. In the event of either team who finishes first or second in their division defaulting, there will be no Preliminary Final played. The non-defaulting team will proceed directly to the Grand Final and play the winner of the match between teams finishing third and fourth.
 - ii. In the event of either team who finish third and fourth defaulting the non-defaulting team will proceed to play the Preliminary Final against the loser of the match between teams finishing first and second.

4. Players

- a. Clubs may be allowed to interchange players within an age group/competition however any player who has played four or more matches in a higher division in that season is then not allowed to play in a lower division in the same season.
- b. Players who have played less than four registered matches with their Club during the minor rounds in a particular season are eligible to play in Semi-Finals or subsequent matches. To be qualified for Finals, a player must play four registered matches in each competition/age group. SUNA Management reserves the right to grant permission to play in special circumstances.
- c. Any player may play more than once in any week in any competition/age group as long as they qualify by age. Players from a lower division in any competition/age group may play more than once in one round, but only to make up eight players in any higher division team in the same competition/age group.
- d. A player cannot play for another Club in any SUNA competition unless notification of a clearance has been lodged in writing to SUNA and the two Clubs in question have agreed to the clearance. The notification must be received by SUNA prior to the player taking court with their new Club.
- e. In the event of a Club disbanding, its members may play with any other Club.
- f. At the end of each season an open clearance is available for all players.

5. Rules of Matches

- a. If the colours of two opposing teams' conflict, the Home Team has the right to wear their registered colours. The opposing team may borrow a set of bibs from SUNA or supply an alternative set.

- b. Teams and the allocated Club umpires must be ready to start the match at the scheduled time. Late teams will be penalised five goals. After five minutes the match will be forfeited and the late team will be charged the forfeit fine.
- c. For match times:
 - i. Inters and Seniors matches will comprise four 15-minute quarters with a three-minute break at quarter-times and a five-minute break at halftime.
 - ii. 13 & Under and 11 & Under matches will comprise four 12-minute quarters with a two-minute break at quarter-times and a three-minute break at halftime.
 - iii. Modified matches will comprise four 10-minute quarters with a two-minute break at quarter-times and a three-minute break at halftime.
- d. If any match is abandoned, cancelled, or forfeited:
 - i. If a Club is forfeiting a match, that Club must notify the opposing Club and notify SUNA within 24 hours of the start time of the match or as soon as that Club becomes aware of the need to forfeit.
 - ii. The non-forfeiting team may submit a scoresheet in order to qualify players for finals. If during the last four weeks of the minor round matches are cancelled or a bye occurs, players may be granted permission to class one of these weeks as a qualifier for Finals.
 - iii. Permission will not be granted if the player could have been qualified at any time prior to these last four weeks.
 - iv. Mutual forfeit, scores will be taken as per home scoresheet.
 - v. If any team abandons a match after the match has commenced a 20-0 goal score may be applied against the team who has abandoned the match.
 - vi. If the match was stopped anytime up until the end of the second quarter, there will be no score for that game and 1 point will be awarded to each team.
 - vii. If the match was stopped anytime from the commencement of the third quarter, the official score will be the score as recorded on the home scoresheet.
 - viii. Any team who has a scheduled bye on a date where matches are cancelled by SUNA will be awarded two points as if the matches had been played. The divisions with a bye will be considered a draw with each scheduled to play receiving one point each.

6. Officials, Players, and Spectator Conduct

- a. Each Club or team is responsible for the conduct of its officials, players, and supporters before, during and after matches.
- b. Umpires may warn a Club official or team captain when such conduct is inappropriate and must cease.
- c. Should the Umpire or SUNA Umpire mentors see fit the match may be paused whilst the official, player or spectator is advised by the Umpire or official to cease such behaviour.

- d. Should such behaviour continue, the Umpire or SUNA Umpire mentors may abandon the match at their discretion.
- e. In the event of a match being abandoned, the scores will stand but the match points will be awarded to the non-offending Club. If both Clubs are at fault no points will be awarded.

7. Scoresheets

- a. Scoresheets for each match will be made available to Clubs/teams by SUNA.
- b. The Home Team is to supply an Official Scorer, the 'Away Team' is to supply a check Scorer.
- c. The position that players take court with is to be written next to each player's full name on both scoresheets for all four quarters. Any fill-in players' full names must be written on both scoresheets prior to the match starting. Exception applies only if an emergency fill-in is required during the match due to an injury. Failure to complete scoresheets correctly on an ongoing basis may incur a fine as set by SUNA Management.
- d. At the conclusion of every match, captains, scorers, coaches, and umpires are to ensure all information on both scoresheets is accurate and print/sign their full name as stipulated at the bottom of each scoresheet. Umpires will be responsible for returning both scoresheets to the Umpire Supervisor.

8. Uniforms

- a. All Clubs are to apply for approval of style and colour of uniforms and include any items such as long-sleeved tops or other items of clothing that are part of the official on-court uniform. Particulars of its proposed uniform and colours are to be registered subject to the approval of SUNA. All players on the same team must wear their registered Club uniform and colours.
- b. No Club is permitted to wear the official SUNA colours of navy, white, and jade.

9. Umpires

- a. Clubs nominating to participate in a SUNA competition must have an Umpire Coordinator who will be the main contact for SUNA and SUNA's Umpire Supervisor.
- b. Clubs nominating to participate in a SUNA competition must nominate and supply one Senior Umpire per one Senior Team and one Junior or Senior Umpire per one Junior team. Those umpires must be available and of suitable ability to umpire on the matches to which they are allocated by their Club Umpire Coordinator, however if in a season there is a senior division 1, SUNA will mentor those division 1 umpires to run an umpire pool to encourage umpire development.
- c. If after notification by one of the umpires of their inability to officiate a match, a Club fails to provide a replacement umpire, then that Club must fill the vacancy with another umpire or forfeit the match.
- d. For the umpire uniform, umpires must wear:
 - i. white sports clothing; or
 - ii. the SUNA umpire uniform; or

- iii. if applicable, the uniform associated with SUNA's trainee umpire program (of which the umpire is currently taking part).

10. Grading/Regrading

- a. The SUNA Grading/Re-Grading Panel will grade teams at the beginning and after round 5 of each season in accordance with the SUNA Grading Policy.

11. Finals

- a. Clubs who are in finals must nominate and provide an umpire, who will be allocated by SUNA to finals matches if required to ensure impartiality.
- b. Two points will be awarded to the winning team, one point to each team if the match is a draw and at the end of the minor rounds in each division, the four teams that have gained the most points will compete in the major round. In the event of two or more teams in a division gaining the same number of points their positions will be determined on a percentage basis. In the event of teams being equal on percentage, positions will be determined by goals scored for.
- c. The finals will be played on the dates programmed. In the event of any finals being cancelled, SUNA reserves the right to re-organise and re-schedule the playing of matches and will advise Clubs as soon as practicable.
- d. In the event of a draw in any finals match the following will apply:
 - i. For Inters, and Seniors teams: after a rest of two minutes, change ends and play two halves of seven minutes each, with a one-minute interval at the end of the first half and then change ends. If the result is then still a draw, teams will continue to play until a team has achieved a two-goal advantage.
 - ii. For 11 & Under teams and 13 & Under teams: after a rest of two minutes, change ends and play two halves of six minutes each, with a one-minute interval at the end of the first six minutes and then change ends. If the result is then still a draw, teams will continue to play until a team has achieved a two-goal advantage.
- e. Each team for a match must supply three individual bench officials, one each to score, be primary carer, and time the match.

12. Representative Teams

- a. SUNA may select representative teams in the following age groups: 11 & Under, 13 & Under, 15 & Under, & 17 & Under, and Open.
- b. All players must adhere to the policies of the Representative Program.

13. Finance

- a. SUNA will have the power to direct that no match points be allocated to any Club or team playing matches while fees, fines, or other amounts remain unpaid, unless the Club has applied to SUNA for and been granted by SUNA an extension of time for such payment.

14. Complaints

- a. All formal complaints will be handled in accordance with the current and applicable guidelines and policies for complaint handling procedures.

15. Indemnity

- a. Except as cannot be excluded by law, Clubs, teams, players, and their supervisors and spectators indemnify SUNA and its directors, officers, members, employees, and agents from all demands, claims, proceedings, liability, damages, and costs, whether arising under statute, contract, tort, negligence, equity, or otherwise, arising directly or indirectly whilst Clubs, teams, players and their supervisors and spectators are at the SUNA Complex or are participating in SUNA competitions.

16. Amending By-Laws

- a. These By-Laws may be altered, rescinded, or replaced by:
 - i. passing a special resolution at an Annual General Meeting or a Special General Meeting; and
 - ii. where notice in writing of all motions to alter, repeal, or add to these By-Laws have been signed by the proposer and seconder and sent in writing to the General Manager of SUNA at least 28 calendar days before the Annual General Meeting or a Special General Meeting.
- b. Any alteration to the By-Laws must be registered with the Commission (as applicable) within the time required by the Act.
- c. Subject to a resolution to the contrary, an alteration to these By-Laws comes into force at the time that the alteration is passed.

17. Definitions and interpretation

- a. In these By-Laws:
 - the **Act** means the *Associations Incorporation Act 1985 (SA)*;
 - Board** means the board of directors of SUNA.
 - Business Day** means a day that is not a Saturday, a Sunday, or a declared public holiday in South Australia.
 - Commission** means Consumer and Business Services, Corporate Affairs Commission (or any subsequent entity).
 - division** means the grouping of teams according to their nomination and or ability in each age group.
 - member** means a member of SUNA.
 - month** means a calendar month.
 - round** means each grouping of scheduled matches in each week of competition.
 - special resolution** means a resolution:
 - i. in respect of which at least 21 calendar days' notice has been given, to all members and affiliates of SUNA, of the intention to propose the resolution as a special resolution; and
 - ii. that has been passed by at least 75% of the votes cast by members and affiliates (and proxies) present and entitled to vote on the resolution.
 - SUNA** means the Southern United Netball Association Inc. ABN 13 997 697 717.

SUNA Complex means the headquarters and grounds of SUNA and its netball courts and clubrooms and surrounds located at Wilfred Taylor Reserve, Morphett Vale, South Australia 5162.

SUNA Management means:

- iii. the Finance Officer or Club Liaison Officer and the General Manager; or
 - iv. the General Manager, the President, and the Vice-President of the Board, depending on the nature of the decision to be made.
- b. In these By-Laws:
- i. the words 'including', 'for example', or similar expressions mean that there may be more inclusions or examples than those mentioned after that expression;
 - ii. reference to an Act includes every amendment, re-enactment, or replacement of that Act and any subordinate legislation made under that Act (such as regulations); and
 - iii. headings are for convenience of reference only.