



By-Laws

VERSION 3

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1. Definitions and Interpretation

1.1 Unless the context suggests otherwise, in these By-laws:

"**Association**" means the Brisbane Churches Touch Association Inc.

"**Constitution**" means the Constitution of the Association as adopted by the Association at the time of incorporation as validly amended from time to time.

"**TFA Rules**" means the Touch Football Australia Playing Rules as amended from time to time.

"**Committee**" means the Management Committee of the Association as elected in accordance with the Association Constitution.

"**Competition Points**" means the points obtained by a team in a Match.

"**Dispute**" means any dispute, difference or complaint as between Teams arising out of the conduct of a Match.

"**Division**" means each separate competition being played in each season including the Men's, Mixed, Ladies' and any other competition administered by the Association.

"**Finals**" includes all semi-finals, preliminary finals and grand finals conducted by the Association.

"**General Meeting**" means a meeting of the Association conducted as a General Meeting in compliance with the Association Constitution.

"**Match**" means a match played by teams registered with the Association in accordance with By-law 8 or any match administered by the Association.

"**Member**" means a person who is by virtue of the Association Constitution a Member.

"**Objectives of the Association**" means the objectives set forth in the Association Constitution.

"**Player**" means a person who is deemed to be eligible to take part in a Match by virtue of his compliance with Clause 5.

"**Resolution**" means a resolution of either a General Meeting or, where permitted by these By-laws or the Association Constitution, of the Committee, which is passed in accordance with the Association Constitution.

"**Secretary**" means the Secretary of the Association elected by the Members at a General Meeting.

"**Team**" means a team which is registered with the Association in accordance with these By-laws.

1.2 Words of the singular number shall include the plural and vice versa and words in a particular gender include all other genders.

2. Commencement

These By-laws shall commence on the 27th April 1992.

3. Association Constitution Paramount

3.1 These By-laws are made pursuant to Rule 26 of the Association Constitution and shall be read in conjunction with the Association Constitution.

3.2 If there exists any inconsistency as between these By-laws and the Association Constitution, the Association Constitution shall prevail to the extent of any such inconsistency.

4. Conduct of Matches

4.1 The rules which govern the playing of all Matches shall be the TFA Rules as amended by these By-laws or by a Resolution of a General Meeting or the Committee.

4.2 Matches shall be conducted at such time and place as determined by the Committee.

4.3 If a Match is abandoned due to any circumstances the Committee shall decide the result.

5. Eligibility of Players

A Player shall only take part in Matches if prior to such participation:

5.1 He is registered as a Member in accordance with the Association Constitution;

5.2 He is participating as part of a Team which has fully complied with the requirements of these By-laws concerning registration of teams; and

5.3 He has obtained the age of fifteen (15) on or before the date set for the first match of the season in question.

6. Transfer of Players

6.1 A Player who, having played a match for one particular team during a particular season shall not transfer to and play for any other team during that same season unless:

6.1.1 He has played less than three (3) matches for the team with which he began the season;

6.1.2 Prior to his transferring to such other team he advises the Secretary, in writing, of his desire to transfer to such other team; and

6.1.3 The transfer in question is the only transfer which he has made during the season.

6.2 If a player contravenes Clause 6.1 the team to which the player has transferred shall be liable to the loss of any competition points obtained in any match in which that player takes part.

7. Eligibility for Finals

7.1 Unless otherwise determined by the Committee, a Player shall only play in a Final if he has played four (4) matches previously during the season.

7.2 The number of Matches which a Player has played shall be calculated solely on the basis of the Match Cards.

8. Registration of Teams

Registration of Teams shall take place as follows:

8.1 Prior to the commencement of each season each Team which wishes to participate in matches during that season shall make application for registration of their Team;

8.2 The application form submitted by each Team shall be in such form as shall be prescribed by the Committee;

8.3 The application form shall include:

8.3.1 The name of the team;

8.3.2 The name of the Church or other organisation which the team represents;

8.3.3 The name, email and telephone number(s) of a team delegate;

8.3.4 [deleted]

8.3.5 [deleted]

8.3.6 The name and email of each player registered;

8.3.7 Any fees which the Committee shall prescribe as being payable; and

8.3.8 Any additional information as the Committee in its discretion requires.

9. Right of Committee to Refuse Registration

9.1 Notwithstanding Clause 8 the Committee shall retain the right, after consideration of the application, to refuse the registration of any Team or any Player.

9.2 The discretion conferred upon the Committee pursuant to Clause 9.1 shall only be limited by the requirement of ensuring that the Objectives of the Association are being furthered.

10. Disciplinary Procedure

10.1 Any Player dismissed from the field of the play for the remainder of a Match shall (subject to the provisions of the remainder of this clause) be subject to an automatic suspension of two (2) Matches. Any player sent-off twice in the same season is subject to an automatic suspension of two (2) matches or the remainder of that season, whichever is greater.

10.2 The referee of the match in question shall report the dismissal to a member of the Committee immediately following the conclusion of the match and record the details on the match card.

10.3 The referee may refer the matter to the Committee if he considers the automatic two match suspension might not be appropriate. Further, any referee or member of the Committee may refer to the Committee any member they believe has acted in a manner contrary to the best interests of the Association.

10.4 In the case of a referral under clause 10.3, the Committee shall have the power to make such enquiries as it deems necessary and shall not be constrained by the rules of evidence. It will promptly determine an appropriate penalty (if any) and advise the relevant parties.

10.5 A Player who has been suspended and who wishes to appeal against his suspension:

10.5.1 Shall lodge with the Committee an appeal in writing within three (3) days of the imposition of the suspension;

10.5.2 The appeal must contain the grounds for the appeal and must be supported by that player's team captain.

10.7 Upon prompt consideration of the appeal the Committee shall have the power to make such enquiries as it deems necessary and shall not be constrained by the rules of evidence.

10.8 After a consideration of such matters which the Committee in its absolute discretion deem to be relevant the Committee shall reach a decision concerning the appeal and shall advise the Player of its decision.

10.9 Until such time as the Committee has considered the appeal the automatic two (2) Match suspension as provided for in Clause 10.1 shall remain in force.

10.10 A decision of the Committee pursuant to Clause 10.8 is final and no further avenue of appeal shall be open to the Player.

10.11 The power of the Committee to discipline Players generally shall be construed to include the power to take such action as it considers appropriate with respect to any incident involving a Player which is in the opinion of the Committee inconsistent with the best interests of the Association

10.12 For the purposes of this Clause, the expression "Player" shall include referees, coaches and other officials of a Team

11. Best and Fairest Awards

11.1 In each season in each Division there shall be awarded a prize ('the Award') for the male and/or female Player (or Players) who are voted as the Best and Fairest Player in their Division.

11.2 At the conclusion of each Match, the referee(s) shall decide the manner in which to allocate six (6) points which may be allocated to Players on the each Team for the purposes of the Award.

11.3 These six (6) points may be allocated in any manner so long as no one Player receives more than three (3) Points.

11.4 The referee(s) are to ensure that the allocation of the points is noted on the Match Card.

11.5 Any Player who is suspended during a season shall automatically be ineligible to receive the Award.

12. Insurance

12.1 The Association shall maintain insurance cover protecting its Members from the risk of public liability to the extent of at least the sum prescribed by the Associations Incorporations Regulations as amended.

12.2 The Association shall use its best endeavours to maintain insurance cover in respect of each Player to cover each Player for:

12.2.1 To the extent permissible by law, his medical expenses; and

12.2.2 His loss of income, where such expenses or loss of income arise as a direct consequence of his sustaining an injury in connection with a Match.

12.3 Notwithstanding this Clause neither the Association nor the Committee shall incur any liability to any member for failing to adequately insure each Player.

12.4 The Committee shall be entitled to insist upon payment by each Player of such a fee as is necessary to maintain such insurance cover.

13. Disputes

13.1 In all cases of Dispute between Teams such Dispute may be referred to the Association for resolution by the Committee.

13.2 To be considered by the Committee the Notice of a Dispute must be lodged with the Secretary within three (3) days of the completion of the Match concerned.

13.3 The Notice of Dispute should provide a clear and precise statement in writing of the events giving rise to the Dispute and must be supported by the Team's captain.

13.4 Upon receiving a Notice of Dispute the Secretary shall:

13.4.1 Forward a copy of the Notice of Dispute to the other Team involved in the Dispute;

13.4.2 Instigate a Committee hearing to resolve the Dispute; and

13.4.3 Give each Team so involved three (3) days written notice of the Committee's intention to resolve the matter.

13.5 The Committee shall have the power to consider all matters which it deems relevant, require people to attend at such a meeting and hear such evidence as it sees fit.

13.6 The Committee shall in its absolute discretion determine the appropriate penalty (if any) which shall be imposed on either or both Team and their decision shall in all respects be final.

13.8 If a member of the Committee is also a member of one of the Teams which is a party to the dispute he shall withdraw from the meeting of the Committee while the question is being resolved.

13.8 For the purposes of this Clause the Committee shall not be bound by the ordinary rules of evidence.

14. Levies

14.1 The Association may at a General Meeting impose a levy upon each Team for the purpose of defraying the necessary expenses of the Association.

14.2 Teams failing to pay such levy shall be liable to be prohibited from enjoying the privileges of the Association.

15. Fines

15.1 The Association shall have the power to impose fines upon any Player or Team who contravenes these By-laws or the spirit and intent of these By-laws.

15.2 The Committee shall have the right to exercise the power conferred upon the Association pursuant to the preceding Sub-clause subject always to the overriding power vested in the General Meeting to overturn such an exercise of power.

15.3 The fines which may be imposed pursuant to this Clause shall include (without limitation):

15.3.1 A monetary fine;

15.3.2 A loss of Competition Points;

15.3.3 Suspension of a Player;

15.3.4 Suspension of a Team; or

15.3.5 A life ban upon a Player.

16. Match Cards

16.1 Each Player who participates in a Match shall prior to taking the field sign the Match Card.

16.2 Each Team captain shall hand the Match Card completed by his Team to the referee of the Match in question prior to commencement of the Match.

16.3 The Match Cards shall from that time until the conclusion of the Match be in exclusive control of the referee.

16.4 Players may sign the Match Card at any time after the commencement of the Match in the absolute discretion of the referee who must be satisfied that the Player in question has participated in the Match

17. Severance

Where any Clause or part of a Clause in these By-laws is invalid for whatever reason, that Clause or part of a Clause is severable and shall, where appropriate, be treated as having been excised from these By-laws without affecting the validity of any other Clause.

18. Amendment or Repeal

These By-laws shall only be amended or repealed by Resolution of:

18.1 The Committee; or

18.2 A General Meeting.