

ALBANY JUNIOR SOCCER ASSOCIATION
BY – LAWS
(2010 Amendments)

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1. ADMINISTRATION

- 1.1. The By-Laws of the Albany Junior Soccer Association Inc (AJSA) shall be read in conjunction with the constitution of the AJSA
- 1.2. Procedures at all meetings of the AJSA will be conducted in accordance with the Australian Rostrum publication "Take the Chair".
- 1.3. Any motion being resolved at AJSA General Meeting cannot be reintroduced for four (4) months
- 1.4. The AJSA shall convene meetings of delegates from all affiliated Clubs, Associations, Academies and Bodies ("Affiliates") as and when deemed necessary. A brief report of such meetings, except General Meetings, shall be recorded in minutes of the next following General Meeting
- 1.5. General meetings shall be held at a date, time and place, fixed by the Executive and at which all delegates must sign an attendance register
 - 1.5.1. Affiliates not represented at a meeting, or leaving a meeting early may be liable to pay a fine of \$50.00 for each offence unless an apology for non-attendance is received as stipulated below.
 - 1.5.2. Apologies for non-attendance at such meetings must be by contact of an AJSA office bearer by close of business on the day of the meeting
 - 1.5.3. All Affiliated Clubs present and entitled to vote shall vote on all questions.
- 1.6. All accounts issued by the AJSA are payable by the last day of the month following the month in which the account has been issued. (For example, accounts issued in June are payable by 31st July).
- 1.7. An affiliate shall be deemed unfinancial , if any monies due and owing to the AJSA remains unpaid for a period of one calendar month after their due date, and alternative payment arrangements have not been agreed to by the ASJA Executive.
 - 1.7.1. Default on any payment arrangement agreed by the AJSA Executive will cause the immediate and retrospective application of the penalties outlined below.
- 1.8. Any Affiliate deemed unfinancial under subsection 1.6 shall have penalties applied as follows:
 - 10% of the total amount owing for the first calendar month after the original due date
 - 15% of the total amount owing (including penalties already applied) for the second calendar month after the due date and
 - 20% of the total amount owing (including penalties already applied) for the third calendar month after the original due date.
- 1.9. Any Affiliate remaining unfinancial after the completion of three calendar months will render itself liable to disaffiliation and the AJSA Executive may take such action as it sees fit to recover any money owed by an unfinancial Affiliates, including but not limited to engagement of a debt recovery agency and/or the commencement of legal proceedings to recover monies due.
 - 1.9.1. Any and all costs incurred by the AJSA in the recover of monies due shall be deemed to form part of the debt owing to the AJSA by the unfinancial Affiliate.

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- 1.10. In all correspondence between the AJSA executive Members and other parties, Email shall be considered “in writing” as long as every effort is made to ensure that such communication has been received within the stated or otherwise reasonable time frames.

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2. AFFILIATION

- 2.1. Clubs must be registered with FFA /Football West prior to entering registrations or players. Form is “Application for Registration of Football Club (Form NRR02) Form to be addressed to AJSA for processing.
- 2.2. A Club, Association or Body wishing to apply for re-affiliation to the AJSA shall lodge payment of the appropriate affiliation fee with the AJSA Secretary *within* fourteen (14) days after the AGM each year
- 2.2.1. Fee is \$20.00 per re-affiliation application
- 2.2.2. The affiliation fee must be accompanied by the AJSA’s Affiliates Application form (Form AJS01) and must include:
- Full name of the Club, Association or Body applying for affiliation or re-affiliation
 - Full name, postal address, telephone and email contacts for the Club, Association Academy or Body’s President, Secretary, Treasurer and Fixtures Contact (and other office bearers where applicable)
 - Colours and change of the colours of the Club, Association or Body.
- 2.3. A Club, Association or Body wishing to apply for affiliation and not an existing affiliate of the AJSA shall complete an Affiliates Application Form (Form AJS01) provide the information requested therein and follow the process outlined in that document.
- 2.3.1. New Clubs, Associations or Bodies will be affiliated to the AJSA on the basis of twelve (12) months probation after which the new Club, Association or Body, having in the opinion of the AJSA Executive met all of the requirements of the AJSA, will be accepted as having satisfied the terms of probation. The probationary period will be waived for Academies consisting of Clubs, Associations or Bodies being existing, non-probationary affiliates of the AJSA.
- 2.4. Incomplete applications will be returned for completion prior to the application being processed and considered by the Executive.
- 2.5. Affiliation fees are non-refundable, except where the application for affiliation or re-affiliation is not accepted by the AJSA Executive. In this case the affiliation fee will be refunded in full.
- 2.6. Acceptance of late applications for affiliation or re-affiliation will be at the discretion of the AJSA Executive
- 2.7. No applications for affiliation or re-affiliation for the forthcoming season will be accepted later than one week prior to the commencement of competition season.
- 2.7.1. Affiliates members or teams will not be allowed to enter competition until the application process is complete.
- 2.8. Approval of applications for affiliation will be at the discretion of the AJSA Executive.

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- 2.8.1. The AJSA Executive reserves the right to refuse applications for affiliation or re-affiliation where acceptance of the application would be in conflict with the objectives, Constitution or By-Laws of the AJSA. Where applications are refused on these grounds, affiliation fee pertaining to that application will be refunded in full.
- 2.8.2. The AJSA Executive reserves the right to request further information, which shall be supplied by the Club, Association, Academy or Body prior to a decision being made on the application.
- 2.9. Annual affiliation fees for all current affiliated clubs will be determined each year at the AGM.
- 2.10. The name, logo or emblem of a Club, Association or Body applying for affiliation or re-affiliation with the AJSA shall not consist in whole or in part, of the name, logo or emblem of:-
- 2.10.1. A foreign country, place or name
- 2.10.2. A province, state, country town or city of a foreign country.
- 2.10.3. An organisation or abbreviation for an organisation that is associated or synonymous with a political movement
- 2.10.4. A denomination which is descriptive of a race or ethnic group or is of an ethnic nature
- 2.10.5. Which the average person involved in the code would normally associate with one of the above points 2.9.1 – 2.9.4
- 2.10.6. An existing Affiliate to the AJSA, unless with the express permission of each of the affected Affiliates
- 2.10.7. A tobacco or alcohol company

Note determinations relating to this By-Law are at the discretion of the AJSA Executive

- 2.11. A Club, Association or Body applying for affiliation or re-affiliation with the AJSA shall not feature in their name, logo or emblem or flag, letterhead or other representation of the Club, Association, Academy or Body:
- 2.11.1. An emblem or symbol of a foreign country or political organisation or
- 2.11.2. A flag of a foreign country state or political organisation

Note: determinations relating to this By-Law are at the discretion of the AJSA Executive

- 2.12. Upon acceptance of its application for affiliation or re-affiliation, each Club, Association or Body shall be provided with a copy of the Current Constitution, Rules of Competition and By-Laws of the AJSA. Provision of the Constitution and By-laws shall imply that the Club, Association or Body, have read, understand, and will adhere to those publications.

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3. INSURANCE

- 3.1. The AJSA, acting on behalf of its Affiliates, will in conjunction with Football West, appoint an insurance company, agent or broker to provide cover for all players registered under the AJSA and its Affiliates.

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3.1.1. Participation in the insurance cover as specified above is compulsory for all players registered with the AJSA and will become effective for each individual player upon receipt by the AJSA of registration details and the appropriate registration fee for each player.

3.2. Insurance is only provided through AJSA sanctioned training, games and carnivals.

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4. GROUNDS

4.1. All goalposts shall be secured to the ground's surface in accordance with regulations as stipulated by the relevant local and state authority, City of Albany and Worksafe.

4.2. All ground markings shall be as required by the competition rules and shall be clearly visible.

4.2.1. Where another sport's pitch is marked out, the soccer pitch shall be clearly distinguishable from the other

4.2.2. Should the pitch, equipment or markings be deemed unsuitable by an official referee and unable to be rectified immediately, the match shall be abandoned or relocated to another available pitch.

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5. COMPETITIONS

5.1. AJSA has a competitions season that commences the first weekend at the start of school term 2 and finishes the weekend before the end of school term 3.

5.2. AJSA will organise and run matches and competitions for Small Sided Games (SSG) for ages Under 7 to Under 11, , and League matches for Under 12 and above. Matches, Knockout Cup and special competitions shall be arranged by the AJSA Registrar.

5.2.1. For SSG rules – refer to FFA small sided football handbook

5.2.2. For Under 12 and upwards, refer to AJSA Rules of Competition

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6. COMPETITION RULES

6.1. The rules for SSG, League and Knockout Cup competitions are available to view at the commencement of each season on the AJSA website (www.albanysoccer.com.au) and in printed form in the club house. Amendments thereto will be distributed to all Affiliates and available to view on the website and at the club house.

6.2. It is the responsibility of each club to ensure that all club officials, coaches and players within their club are familiar with the rules that relate to the competition in which they are playing.

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7. FRIENDLY GAMES AND CARNIVALS

7.1. The AJSA Executive, prior to the game or carnival must sanction all friendly games or carnivals involving AJSA registered players

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- 7.1.1. A copy of the rules and programme must be sent to all Affiliates competing in the carnival at least two (2) weeks prior to the date of the event
- 7.1.2. Clubs applying to AJSA for permission to hold a carnival, camp or clinic must present a copy of the rules and/or programme with the application, which must include dates, venue and Club/participants to be invited to participate. Once sanctioned by the AJSA, the circumstances must not be amended without further application being made.
- 7.2. As years involved in SSG are in non-competitive Leagues, permission for carnivals will not be withheld due to League commitments; however, carnivals must also be non- competitive in the sense that scores will not be recorded for the purposes of determining a table or “winner(s)”. Under 12 and upwards should consult with fixtures before committing to carnivals.
- 7.3. All cups, carnival, charity or friendly games organised by the AJSA or an Affiliate shall automatically be subject to the Constitution and By-Laws of the AJSA
- 7.4. All players taking part in friendly games sanctioned by the AJSA must be registered and meet all of the other equipment requirements as listed under Players in the Junior Rules of Competition
 - 7.4.1. Friendly matches where unregistered players or players without the correct safety equipment take part will not be sanctioned by the AJSA and therefore all players taking part will not be covered by AJSA/ Football West/FFA insurance

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8. STATE, DEVELOPMENT, COUNTRY REPRESENTATIVE AND COUNTRY WEEK TEAMS

- 8.1. The AJSA shall conduct programmes for Country Week, State, Development, and Country Representative Teams as is deemed appropriate by the AJSA Executive from time to time.
 - 8.1.1. The AJSA Executive shall appoint coaches and team managers for these programmes and have the authority to dismiss them.
 - 8.1.2. Players to be involved in these programmes shall be selected by the relevant coaches, via a two session trial process with final approval by the AJSA Executive. Dates of trials are to be widely advertised.
 - 8.1.2.1. Provision will be made for players unable to attend trial sessions to be assessed by all relevant coaches at another date, but all players must be assessed prior to selection.
 - 8.1.3. Until such time as the AJSA has a discrete girls/female competition/League, GSSA registered girls will be eligible to trial for AJSA representative teams in their appropriate age group, provided all affiliation requirements with Football West are met prior to June 30.
- 8.2. The AJSA will have first call on any player for any representative game or training programme, while fulfilling their commitments to the AJSA.

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9. REFEREES

- 9.1. Official referees shall be allocated through the AJSA.
 - 9.1.1. Official referees shall be paid a fee as set out prior to the season of competition

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- 9.2. Official referees will not be allocated to SSG matches
- 9.3. Official referees are appointed to Under 12 and upwards matches
 - 9.3.1. Refer to Rules of Competition
- 9.4. Official referees shall have the power to decide as to the fitness of the ground in all matches.
- 9.5. If a conflict of interest exists in relation to the match to be officiated at, an official referee will disclose the conflict of interest to each team coach prior to the match commencing.
 - 9.5.1. Any team choosing not to proceed with a scheduled match on the grounds of the conflict disclosed may forfeit the match and have the match result and three (3) goals awarded against it.
 - 9.5.2. Each Affiliate is responsible for the actions of persons acting as its referees and/or assistant referees.
- 9.6. AJSA encourages that a referee must be at least two (2) years older than the players in the match over which the referee will officiate.
- 9.7. The referee's decision will be final
- 9.8. Approaches to referees, assistant referees or other match officials before, during or after matches may only be made by the Affiliates Secretary or a properly appointed Affiliate committee member who must identify themselves to the match official and state the reason for their approach.
 - 9.8.1. Under no circumstances are players or coaches engaged in the match to approach referees or assistant referees once the game has been completed.
- 9.9. Any Affiliate failing to field a team at a scheduled fixture to which an official referee has been allocated may be invoiced by the AJSA for the whole of the referee's fee.
- 9.10. Coaches are encouraged not to referee their own games

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10. DISCIPLINE

- 10.1. Every Affiliate is responsible to the AJSA Executive for the action of its members, including, but not limited to players, coaches, managers and officials.
 - 10.1.1. Affiliates are further required to take all precautions necessary to prevent spectators threatening or assaulting referees, assistant referees, players, coaches, managers, officials or others, before, during or at the conclusion of matches.
- 10.2. Affiliates/Individuals may be fined \$200.00 if found guilty of a first disciplinary offence, under, but not exclusive to, 10.1.1.
 - 10.2.1. Individuals found guilty of a first offence may be suspended or excluded from the competition for a period to be advised, however in the case of serious misbehaviour involving violence, suspension

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and exclusion of individuals from AJSA competitions, events and programmes will be for a period of at least the balance of the current season.

- 10.3. A second or subsequent disciplinary offence in the same season by an Affiliate or one or more of its members will attract a fine of \$500.00 and up to life suspension and exclusion of individuals and /or teams.
 - 10.3.1. Teams involved in a second offence in the same season may be disbanded and may not be permitted to re-register the following season
- 10.4. Any Affiliate member or spectator striking the referee, assistant referee or an official is liable for life suspension and exclusion from involvement in AJSA competitions, events and programmes.
 - 10.4.1. Any misconduct towards a referee, assistant referee or official away from the field of play shall be dealt with in the same way as if the offence has been committed on the field.
- 10.5. Any team leaving the field of play without the referee's permission, prior to the conclusion of the game shall incur a fine of \$100.00 and shall forfeit the match and have the match result and three (3) goals awarded against it.
- 10.6. Any team refusing to enter the field, within 15 minutes of start time, to commence a game for any reason, except with the approval of the referee, shall incur a fine of \$50.00 and shall forfeit the match and have the match result and three (3) goals awarded against it.
- 10.7. Any player receiving two (2) cautions (yellow cards) during one season shall be automatically suspended from the next one (1) playing date of the players team be it League or Cup matches.
 - 10.7.1. If the player receives a third or subsequent caution (Yellow card) in a season, that player will be called before the Penalties and Disputes Panel, which may impose further disciplinary action and a fine.
- 10.8. Any player sent from the field of play by being shown a red card shall be automatically suspended from the next two (2) playing dates of the player's team be it League or Cup matches, except where the red card is shown for use of offensive, insulting or abusive language, or as the result of a second caution (yellow card) being received in the same match, whereby the penalty shall be automatic suspension from the next one (1) playing date of the players team be it League or Cup matches.
 - 10.8.1. Suspensions are automatic and are not dependant upon notification or advice from the AJSA. Players not observing automatic suspensions will be called before the Penalties and Disputes Panel, which may impose further disciplinary action and a fine.
 - 10.8.2. Appeals will not be considered in relation to the automatic suspensions outlined in 10.8.1 above.
 - 10.8.3. A player sent from the field by being shown a red card may be called before the Penalties and Disputes Panel which may impose further disciplinary action and a fine on the player.
- 10.9. Two (2) match suspensions incurred by a player on either the last two matches (League or Cup) and / or one match suspensions occurring on the last match (League or Cup) of a players team, will carry over for that player to the following season, regardless of which team/Club the player registers with.

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11. PENALTIES AND DISPUTES PANEL

- 11.1. The Penalties and Disputes (P & D) Panel shall hear and determine all matters brought before it regarding the conduct at any match of any Affiliate, Affiliate member (including but not limited to players, coaches, managers and officials) or spectator.
 - 11.1.1. The P & D Panel will consist of the Registrar and three (3) independents drawn from the Executive and Delegates. The Panel should not have Club Associations with those brought before it.
- 11.2. Affiliates, Affiliate members, referees, assistant referees or spectators not appearing when summonsed by the P & D Panel shall be automatically suspended from involvement in AJSA competitions, events and programmes until having appeared before the P & D Panel.
- 11.3. The P & D Panel shall have the power to fine, impose a good behaviour bond, disqualify, exclude or suspend any Affiliate, affiliate member, referee, assistant referee or spectator.
 - 11.3.1. Any player suspended by the P & D Panel must serve that suspension immediately. The lodgement of an appeal will not negate that suspension during the time the appeal is pending.

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12. COMPLAINTS

- 12.1. That panel shall investigate complaints arising from any match and any other matters under the jurisdiction of the P & D Panel. The AJSA Executive shall investigate all other complaints.
- 12.2. All complaints must be made by an Affiliate, in writing on the Affiliates letterhead and signed by either the Affiliates Secretary or President. The complaint must arrive at the Registrar within seventy two (72) hours of the alleged offence.
- 12.3. Any Affiliate, Affiliate member or player against which or whom a complaint has been made, shall be notified by the AJSA of the nature of such complaint and the date, time and place at which the complaint will be heard. Such notification shall be posted to the Affiliates Secretary at least seven (7) days before the date of the hearing, unless deemed otherwise by the discretion of the Council to be in the best interests of the hearing of the matter.
 - 12.3.1. The P & D Panel may call upon any Affiliate, other body, person or persons to attend any hearing held to enquire into a complaint and to answer questions put to them by the P&D Panel. Should any person decline to attend or refuse to answer any questions, of which the P & D Panel approves, the P&D Panel may deal with that person as it deems fit.
 - 12.3.2. Any member of the Affiliate of which the defendant is a member, may assist the defendant at the enquiry.

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13. APPEALS PANEL

- 13.1. Appeals shall be made in writing on Affiliate or relevant body's letterhead and accompanied by an appeal application and the relevant extract from the minutes of a meeting of the Affiliate, authorising the appeal.

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- 13.1.1. Appeals must be received by the AJSA within seven (7) days of the P & D hearing pertaining to the matter being appealed. The appeal must state the grounds on which the appeal is based.
- 13.1.2. Penalties and/or fines imposed at the original hearing shall apply irrespective of the lodgement of an appeal and must be carried out and/or paid as imposed, pending the hearing of the appeal.
- 13.2. The Appeals Panel shall consist of 4 members of the AJSA Executive and Delegates committees not sitting on the P & D Panel having made the original decision.
- 13.3. The Appeals Panel shall have the jurisdiction to hear appeals by any Affiliate, Affiliate member, referee, assistance referee or spectator affected by a decision by the P&D Panel or any other sub-committee of the AJSA
- 13.4. The appeals panel shall have the power to call upon any person or persons (including a referee) to attend an appeal and to answer questions put to them.
 - 13.4.1. Any person required to attend any appeal shall be notified by the AJSA of the nature of the appeal and the date and the place where such appeal will be heard, which said notification shall be posted to the Affiliates Secretary at least seven (7) days before the date of the hearing, unless deemed otherwise by the discretion of Council to be in the best interest of the hearing of the matter.
 - 13.4.2. Where an appeal involves a member of an Affiliate or other body, any other member of that Affiliate or body may assist that member at the appeal.
- 13.5. The Appeals Panel shall have the power to fine, impose a good behaviour bond, disqualify, suspend, or impose any other penalty that they deem appropriate on any Affiliate, Affiliate member, referee, assistant referee or spectator.
- 13.6. The Appeals Panel shall communicated decisions of the Appeals Panel in writing to the appellant and to any other Affiliate, body, person or persons affected by the decision.
 - 13.6.1. The outcome of an appeal will be communicated to the parties concerned prior to the outcome being released publicly.
- 13.7. The decision of the Appeals Panel shall be both final and binding on all parties concerned.