



Netball NSW

Affiliation and Membership Policy

Adopted by New South Wales Netball Association Ltd at its Board Meeting held on 5 December 2022

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Definitions

Terminology utilised throughout this document, unless otherwise stated, has the same meaning as per the Netball NSW Constitution.

Affiliate Member means a body corporate that is affiliated with the Company through Netball and becomes a Voting Member in accordance with the Netball NSW Constitution and the relevant Company Policy.

Association and/or Affiliated Association means any Affiliate Member as defined in accordance with clause 9.3 of the Netball NSW Constitution and this Policy where such application has been approved by Voting Members.

Community Member means a not-for-profit entity which has an interest in Netball and becomes a Non-Voting Member of the Company in accordance with the Netball NSW Constitution and the relevant Company Policy.

Company means the New South Wales Netball Association Ltd (ACN 001685007).

Individual Member – means an individual member of an Affiliate Member that becomes a Non-Voting Member in accordance with the Netball NSW Constitution.

Interested Member means a for profit entity which has an interest in Netball and becomes a Non-Voting Member of the Company in accordance with the Netball NSW Constitution and the relevant Company Policy.

National Insurance Policy means the Netball Australia Insurance Program which provides a standard level of cover for members of Netball within NSW.

Netball Activity means any netball competition, matches, training or events organised, controlled or sanctioned by Netball NSW and/or its affiliates.

Netball NSW Membership Database System is the database system provided for use by all Netball NSW Affiliates in order to register Individual members.

1 Purpose of this Policy

1.1 The purpose of this policy is to outline:

- a) The requirements of affiliation with the New South Wales Netball Association (“**Netball NSW**”) and Netball NSW’s expectations of affiliates in regards to affiliation and membership;
- b) The process that applies to the renewal of an affiliation with Netball NSW and an application for affiliation with Netball NSW;
- c) The process that applies to the renewal of an Individual Member’s membership of Netball NSW and to an application to become an Individual Member of Netball NSW; and
- d) The respective roles and responsibilities of Netball NSW and Affiliated Associations.

2 Benefits of Membership for Affiliate Members and affiliation to Netball NSW

2.1 When an Association affiliates with Netball NSW it has access to a wide range of programs, competitions, intellectual property and training covering participation at the grassroots level through to elite level netball.

2.2 Netball NSW provides Affiliate Members with:

- a) Affiliation to Netball Australia, the recognised peak body of Netball in Australia and recognised member of the International Netball Federation;
- b) The ability to contribute and influence the direction of the sport through voting on the election of Board Directors and other strategic matters as set out in the Constitution;
- c) Recognition as an affiliate of netball's peak body in New South Wales which may, among other things, be a requirement and/or advantage in ensuring grants and funding;
- d) Access to state wide crisis management including the leadership and coordination of crisis management response plans, risk management solutions and advocacy for members in emergency response situations such as the COVID-19 global pandemic;
- e) Access to a range of governance, sports development, and professional development services, including but not limited to advice on constitutional matters, policy templates, a member protection framework, operating procedures, and complaint resolution support;
- f) Active promotion and marketing of the sport and assistance for Affiliated Associations to profile and grow netball at the local level including identifying and reducing barriers that impact netball participation in NSW;
- g) A cost effective and sport specific insurance program to cover Associations and Individual Members under the National Insurance Policy;
- h) Advocacy and representation of and for netball at Local, State and Federal levels of Government including liaison and advocacy for state wide infrastructure planning and funding;
- i) A comprehensive and nationally recognised coach, umpire and official's education program and accreditation pathway, including access to courses, resources, workshops, accreditation, talent identification (TID) and networking opportunities, to further their netball pursuits along with high performance pathways;
- j) Pathways for athletes to further their netball pursuits through NetSetGO, clinics, Academies, State Teams, Talent ID, competitions and tournaments;
- k) Community Development – inclusion programs, sporting school programs, training, education, resources, support and information;
- l) Facility Development – technical information and support, planning, development and project management support, funding application and advocacy for facility development;
- m) Regional Development - regional staff based in selected locations to provide support and information, assist in building and strengthening relationships within the community and advocate for advancements in netball at a regional level;
- n) Access to all Netball NSW participation products;
- o) Nationally compliant online systems including a membership database which facilitates self-registration, participant information management, competition management and communication tools as well as a learning management system for accreditation recording and learning resources;

- p) Appropriate management of personal information provided as part of the affiliation and membership process to ensure it is collected, used and disclosed in accordance with the Netball Australia Privacy Policy (this policy also applies to Netball NSW); and
- q) The opportunity to participation in a range of competition structures from the Origin Energy Premier League, Regional League, Dooleys Metro League and HART State Titles competitions through to regional, local and school competitions.

2.3 Subject to clause 2.4, Netball NSW only provides access to Netball NSW and Netball Australia services and programs to Affiliated Associations. Any clubs, teams or other organisations must be affiliated with their respective affiliated Association in order to access Netball NSW services and programs.

2.4 The restriction described in clause 2.3 above, does not, however, apply in respect of:

- a) A variety of Netball Australia free online courses which are made available to non-members; or
- b) To individuals teaching in education institutions, approved Netball NSW higher education institutions and/or employees of Netball NSW delivering approved programs, who are participating in an accredited course approved by Netball NSW; or
- c) Individuals registered directly with the Company.

Provided always that if a person who holds an accreditation as a result of completing one of these courses or programs wishes to coach, umpire or act as a technical official or administrator in an Affiliated Netball NSW competition or event, they should be registered as an Individual Member of Netball NSW.

2.5 Additional membership categories may be implemented and the financial arrangements will be determined at the time of introduction of the product.

2.6 The following applies in respect of the insurance coverage that applies to affiliated Associations and Individual Members:

- a) All registered financial Individual Members of Netball NSW will be covered for Personal Accident Insurance in accordance with the membership terms and conditions applying to the Netball Australia Personal Accident Policy.
- b) Insurance coverage for Affiliated Associations and Individual Members includes: Public Liability, Professional Indemnity, Personal Accident, Property Insurance (for Associations) and Association Liability – including Directors and Officers.
- c) In accordance with the National Insurance Policy, coaches, umpires and bench officials will only be covered for Professional Indemnity insurance if they maintain a current accreditation in their respective disciplines.
- d) Further information on the insurance coverage can be found at <http://netball.vinsurance.com.au>.

3 New Affiliate Members

- 3.1 Each new proposal for Affiliation with Netball NSW is required to be lodged with the Company Secretary at least 90 days prior to the council meeting at which the application is to be considered.
- 3.2 The proposal for affiliation must outline at a minimum the below:
- What is the basis/purpose for forming the new Association?
 - What would be the approximate membership of the new Association?
 - Is there currently another Netball NSW affiliated Association within the proximity of the proposed Association?
 - Who are the contacts (minimum of 2) for the proposed Association?
 - Has the proposed Association developed a project/action plan (concerning Incorporation, Governance structures, etc.) and feasibility investigations in regards to its creation?
 - Has the proposed Association made formal contact with any affected local stakeholders (facility/Council/ existing Association within the area etc.)?
- 3.3 On receipt of the proposal, the Board of Netball NSW will determine if the application may progress to an upcoming council meeting as well as consult with relevant stakeholders.
- 3.4 All new Affiliate Member applications require the approval of Netball NSW Voting Members by a majority vote at a council meeting.

4 Affiliated Association Membership

- 4.1 The annual Association Affiliation period shall be from 1 April to 31 March the following year.
- 4.2 To remain affiliated an Association must pay the approved Annual Affiliation Fee determined in accordance with clause 4.3 and communicated to the relevant Affiliated Association. Such fee must be paid by 31 March.
- 4.3 The annual Association Affiliation Fee payable by each Association is calculated by reference to the number of Individual Members registered with that Association in the previous calendar year and is set out in Schedule A to this policy.
- 4.4 To remain affiliated, each affiliated Association must remain compliant with the requirements of the Department of Fair Trading or other regulatory body as appropriate with regards to matters such as
- a) Lodging of constitution changes
 - b) Lodging of any financial reporting.
- Affiliated Associations will be required to provide copies of the above documents to Netball NSW upon request.
- 4.5 It is a requirement of an Association's affiliation with Netball NSW that each and every Individual Member (as outlined in clause 6.2 of this policy) of the Association (including a

player who obtains a Summer Registration only) is registered in the Netball NSW Membership Database System.

- 4.6 All affiliated Associations will provide a complete record of participation data for non-member participation activities. For clarity this means declaring all programs, events and competitions delivered or facilitated by the Association (product data) and the participation data collected through these offerings (participation data).
- 4.7 If an affiliated Association offers services and participation opportunities for participants in NetSetGO, it is a requirement of affiliation that that Association is registered as a NetSetGO Accredited Centre. If NetSetGO is offered through an affiliated club, the affiliated Association must use all reasonable endeavours to ensure that their affiliated club complies with the terms and conditions of being an accredited centre.
- 4.8 For an Association to be eligible for ongoing affiliation they must not have any outstanding fees owing to Netball NSW (60 days from date of invoice) as at the Affiliation date (1 April).
- 4.9 Affiliated Associations must only utilise netball competitions, programs and participation products that have been sanctioned or approved by Netball NSW in accordance with the requirements established for those competitions, programs or participation products. Affiliated Associations must also use reasonable endeavours to ensure that their affiliated clubs abide by this Clause.
- 4.10 If an affiliated Association establishes, supports or allows another domestic based netball competition, program or participation product which is not affiliated with Netball NSW, they may have their affiliation application refused or, if affiliated, may have its membership suspended, be fined or face expulsion. In addition, those individual members of the Association may have their membership application refused or, if already accepted, may have their membership suspended or face expulsion.
- 4.11 Where an affiliated Association makes a decision to not affiliate or cease their affiliation with Netball NSW, they must formally notify Netball NSW in accordance with clause 10.2 of the Constitution.
- 4.12 If an Association is no longer affiliated with Netball NSW
- a) The affiliation benefits described in clause 2 of this policy will cease;
 - b) Netball NSW will have regard to clause 10.3 of the Netball NSW Constitution as to whether the Individual Members of that Association may cease or remain as Individual members of Netball NSW; and
 - c) Netball NSW will remove all access to administration users from the Netball NSW Membership Database System

5 Individual Member Renewal

- 5.1 In order to become or remain a Member, Individual Members (including players who obtain a 6 month registration only) must:
- a) Renew their membership or apply for membership with their respective Association and/or Club, or directly with the Company prior to participating in any netball activity, by completing the approved *Netball NSW Individual Participant Registration Form* online through the Netball NSW Membership Database System; and

- b) Pay the Individual Membership fees prescribed by Council (if any) to Netball NSW through their respective Association as set out in Schedule “B”.

By registering to become a member of an Association or a club, Individual Members also consent to becoming a member of the Club, Association, Netball NSW and Netball Australia and agree to comply with all applicable policies.

- 5.2 An individual will be considered a financial member if their membership status is current in the Netball NSW Membership Database System.

6 Registration of Individual Members

- 6.1 It is the responsibility of every affiliated Association and their affiliated clubs to ensure every individual member enters their registration details using the Netball NSW Membership Database System. Valid, accurate and complete data must always be entered and kept up to date for every individual member.

- 6.2 It is the responsibility of each affiliated Association and their affiliated Clubs to ensure all Individual Members are registered within the Netball NSW Membership Database System, prior to participating in **any** Netball Activities to ensure participant insurance cover is active in the event an injury takes place.

- 6.3 It is the responsibility of the individual member to ensure they select the correct membership type (and duration) at the time of registration.

- 6.4 If the registration details of an individual are not entered into the NSW membership database system, as per clause 6.1 and 6.2, the individual registering with the Association/club will be deemed not to be a registered Individual Member of Netball NSW and will not be covered by Personal Accident Insurance. The individual member will not be able to make an injury claim against Personal Accident Insurance.

- 6.5 Persons who are associated with a Club/Association in any capacity other than as a player (including Summer registrations) are to be a registered Individual Member before participating in any Netball Activity. This includes but is not limited to:

- a) All Association and Club Executive Members;
- b) All Association and Club Administrators;
- c) Coaches and Assistant Coaches;
- d) Team Managers;
- e) Umpires;
- f) Bench Officials;
- g) Primary Carers; and
- h) Other Officials and/or other person who is not already registered as a playing member of an Association

7 Refund of Individual Membership Fees

- 7.1 No Membership refunds will be processed once the competition the member has registered in has commenced or where the member has made a Sports Injury Insurance claim.

- 7.2 A registered Individual Member who has participated in any Association/Club training, non-competitive or competitive netball matches or netball activities that fall within an Association and/or Netball NSW jurisdiction is not entitled to a refund of the capitation fee that is paid to Netball NSW.
- 7.3 Netball NSW reserves the right to consider refund applications received from individuals through the refund application process on the basis of extenuating circumstances at the sole discretion of Netball NSW. Applications will be assessed on a case-by-case basis by Netball NSW and this decision will be final.
- 7.4 Extenuating circumstances may include, but are not limited to:
- a) Pregnancy;
 - b) Financial or other Hardship which is to be determined at the absolute discretion of Netball NSW; or
 - c) Serious injury or illness prior to the netball season commencing.

Please note: that not having room for a participant to participate or changing your mind is not an extenuating circumstance.

- 7.5 All refund requests need to be made by the Association using the Netball NSW approved process.
- 7.6 Any costs incurred by Netball NSW as part of Individual Membership of NetSetGO (i.e. the Netball Australia component for the participant pack or any transaction fee) will not be refunded.
- 7.7 Netball NSW will refund the member's Association for any approved refunds unless extenuating circumstances exist at the conclusion of each calendar month.

8 Payment of Membership Capitation Fees

- 8.1 Netball NSW will receive the fee for each playing Senior, Junior, NetSetGO, and Non-Playing Individual Member at the time of registration on the Netball NSW Membership Database System.
- 8.2 Netball NSW will invoice Associations at the end of each calendar month for All Abilities Members and any vouchers provided. It is the responsibility of the Association or Club to incorporate the Netball NSW fee within their set fee for All Abilities Members on the Netball NSW Membership Database System which Netball NSW will invoice for monthly.
- 8.3 Associations are required to make payment in full of the invoice within 30 days of the invoice date.
- 8.4 Failure to make payment of the invoiced amount by the specified date will render the Association as unfinancial with Netball NSW. The consequences of this action will mean that the affected Association will not be permitted to participate in any Netball NSW competition, until such time as the outstanding monies are paid in full.
- 8.5 All Associations agree to Netball NSW, or its authorised representative to randomly conduct an audit of its membership records and those of their Clubs to ascertain membership

numbers, membership categories, accuracy of registration details and the person's financial registration status.

9 Secondary Registration

- 9.1 An Individual Member may register with more than one Association and/or Club in the same period, in which case the primary registration will be with Club and/or Association that first registers the player through the Netball NSW Membership Database System, and the secondary registration will be with the other Club(s) and/or Association(s).
- 9.2 An Individual Member is only liable to pay the Netball NSW Membership Fee once every 6 or 12 months based on the length of the Netball NSW membership selected
- 9.3 Once a player has been registered through the Netball NSW Membership Database System, no refunds will be made under any circumstances except where an application for a refund is made in accordance with clause 7 of this policy.

10 Trialling Members

- 10.1 For the purpose of encouraging new participants to netball and embracing introductory netball programs, Netball NSW will not require "trailing members" who participate in the following events to register as Individual Members with Netball NSW if they only participate in those events for a maximum period of four weeks:

- Come and Try Days and/or programs – are only for new participants;
- NSW Swifts Clinics;
- GIANTS Netball Clinics
- Gala Days;
- School Holiday Programs;
- Inclusion Programs; and
- Any other event as determined for this purpose by Netball NSW

For the avoidance of all doubt, "trailing members" are not permitted to participate in affiliate organised competitions, for example as a fill-in player on a casual basis.

- 10.2 An Affiliated Association must notify Netball NSW of the events outlined in 10.1 above for those events to be Netball NSW approved and sanctioned events by sending an email to community@netballnsw.com. Netball NSW should be notified of the date, timings and details surrounding the events to enable Netball NSW to provide relevant information to its insurers at least 14 days before the event is to be held.
- 10.3 During such Netball NSW sanctioned events, participants will be notified that they are "Trialling Members" for the purposes of the event by the event organisers.
- 10.4 "Trialling Members" will be covered for Personal Accident Insurance under the Netball NSW Insurance Policy, for the duration of the event they are participating in, provided details have been captured to include as a minimum: date of event; event venue; Club/Association delivering event; participants full name, date of birth, address and email or phone number.
- 10.5 It is the responsibility of the Association and/or club to capture and record the details of all "Trialling Members" players to ensure accurate data is captured in respect of any claims that may occur as a result of the activities undertaken.

11. New Community Members and Interested Members

- 11.1 As per clause 9.4 of the Netball NSW Constitution each new Community Member and Interested Member is required to complete the prescribed form as specified by the Netball NSW Board.
- 11.2 Applications for membership will be approved or rejected by the Chief Executive Officer under delegation. Directors will ratify new memberships at the next Board Meeting.

12. Community Members and Interested Members Affiliation

- 12.1 Each Community Member and Interested Member that wishes to become a member of Netball NSW in accordance clause 9.4 of the Netball NSW Constitution and the terms of this Policy and any other relevant policy must pay to Netball NSW, by no later than 1 April in each year, the annual Membership Fee.
- 12.2 The annual Community Member and Interested Member Membership Fee payable by each member for the calendar year is set out in Schedule A to this Policy, however, the annual Membership Fee that will apply for subsequent years remains subject to any changes.
- 12.3 Community Members and Interested Members are not required to reapply for membership annually and will, subject to the Netball NSW Constitution and relevant policies, remain Members provided all monies payable to the Company have been paid.
- 12.4 If a Community Member or Interested Member does not pay any annual membership fees applicable to them within 30 days of the due date, their membership will lapse and they will be required to reapply for membership in accordance of clause 9.4 of the Netball NSW Constitution.

13. Benefits of Membership for Community Members and Interested Members

- 13.1 Netball NSW provides Community Members and Interested Members with:
- a) Membership of Netball Australia, the recognised peak body of Netball in Australia and recognised member of the International Netball Federation;
 - b) Access to a range of sports governance and sports development support services as well as professional development, including advice on constitutional matters, policy templates, a member protection framework, operating procedures, and complaint management;
 - c) Advocacy and representation of and for netball at Local, State and Federal levels of Government;
 - d) Facility Development – technical information and support, planning, development and project management support, funding application and advocacy for facility development;
 - e) Access to all Netball NSW participation products.
- 13.2 Subject to clause 2.1, Netball NSW provides access to Netball NSW and Netball Australia services and programs to Community Members and Interested Members which may be at an additional cost to Affiliate Members.
- 13.3 The restriction described in clause 13.2 above, does not, however, apply in respect of:

- a) A variety of Netball Australia free online courses which are made available to non-members; or
- b) To individuals teaching in education institutions, approved Netball NSW higher education institutions and/or employees of Netball NSW delivering approved programs, who are participating in an accredited course approved by Netball NSW

Provided always that if a person who holds an accreditation as a result of completing one of these courses or programs wishes to coach, umpire or act as a technical official or administrator in an affiliated Netball NSW competition or event.

14. Non-Compliance by an Affiliated Association

14.1 Where Netball NSW considers that an Affiliated Association has or may have failed to comply with any clause outlined in this Policy, or with the terms and conditions of its Affiliation with Netball NSW, Netball NSW may require the relevant Affiliated Association to 'show cause' in relation to the alleged breach.

14.2 The process to be followed when requiring an Affiliated Association to show cause under clause 14.1 is as follows:

Step 1: A written document (**Show Cause Document**) is to be provided to the President, Vice President and Secretary of the relevant Affiliated Association (**the Respondent**) containing the following information:

- a) An outline of the allegations and/or shortcomings;
- b) Evidence in support of the allegations and/or shortcomings;
- c) The alleged breaches of this Policy, citing specific paragraphs and clauses relevant to the identified allegations and/or shortcomings;
- d) The possible sanctions which may be applicable in respect of the wrongdoing/shortcoming (refer to Step 3 below);

Step 2: The Respondent should be given an opportunity to respond to the allegations and to provide evidence in support in response to the Show Cause Document. A period of 7-14 Days is generally an appropriate timeframe for requiring a response.

Step 3: Netball NSW should convene as soon as possible to review the response provided to the Show Cause Document and to determine what, if any, sanction is appropriate.

For the purposes of this Step 3 the Netball NSW may determine that the following sanctions are appropriate:

- a) That the Respondent is requested to remedy the item they have failed to comply with and which was the basis for the Show Cause Document;
- b) That the Respondent is to be fined a monetary sum as determined by Netball NSW and payable to Netball NSW;
- c) That the Respondent be suspended from their status as an Affiliated Association;
- d) That the Respondent's status as an Affiliated Association be cancelled (either for a defined period or indefinitely);
- e) Any combination of the above sanctions; or

- f) Any other sanction that the Netball NSW Board considers appropriate in the circumstances.

Note: If any of items (c), (d), (e) or (f) above are proposed as actions to be taken, the action must first be ratified by the Netball NSW Board.

For the purpose of sanctioning a Respondent under this Step 3, the Netball NSW Board should consider whether it may be appropriate to suspend a possible sanction to provide the Respondent with the opportunity to rectify the shortcoming or wrongdoing. Such a decision will be at the absolute discretion of the Netball NSW Board.

Step 4: Netball NSW should then provide the Respondent with a written record of the outcome of the show cause process outlined above.

- 14.3 Any decision of the Netball NSW Board made in accordance with clause 14.2 shall be final and binding on all parties. There shall be no right of appeal from any decision made pursuant to clause 14.2.

15 Schedule A

15.1 Association Affiliation Fee Schedule

(i)	Membership up to 500 individual members	\$98.75
(ii)	Membership 501 – 1,000 individual members	\$197.51
(iii)	Membership 1,001 – 2,000 individual members	\$263.34
(iv)	Membership 2,001 and over	\$395.01

15.2 Membership Fee Schedule

(i)	Community Members	\$477.27
(ii)	Interested Members	\$716.36

Note: *All Affiliation and Membership Fees are GST exclusive.*

16 Schedule B

16.1 Definitions of Members:

- (i) *Senior*
Senior players (including 6-month registration only players), who have reached or will reach 18 years of age by December 31 in the year of play.
- (ii) *Junior*
Junior players (including 6-month registration only players), who have not reached or will not reach 18 years of age by December 31 in the year of play, AND have registered in a junior or senior competition format.
- (iii) *NetSetGO*
Players who are registering in a NetSetGO format competition (no age determinant).
- (iv) *Non-Players*
Non-Players are defined as any person acting in a capacity of a team coach, team manager, assistant coach, umpire, administrator, primary carer, official and/or other person who is not already registered as a playing member of an Association
- (i) *All Abilities*
All Abilities Players are defined as any person who holds a valid concession card for a disability pension and/or a member of Sports Inclusion Australia. In the case of children under the age of 18 years who are defined within this category, it is permissible for the parent / guardian to hold the concession card on their behalf.

16.2 Individual Membership Payment Schedule

(i)	Senior (12-month fee)	\$94.59
(ii)	Junior (12-month fee)	\$73.03
(iii)	NetSetGO (12-month fee)	\$73.03
(v)	Non-Player (12-month fee)	\$49.01
(vi)	All Abilities (12-month fee)	\$32.85
(vii)	Senior (6-month fee)	\$67.14
(viii)	Junior (6-month fee)	\$50.49

Note: *These Individual Member fees are GST inclusive, however do not include PlayHQ transaction fee.*

16.3 6 Month Registration Members

- (i) This membership fee sits alongside the 12-month membership categories of Senior and Junior Individual Members.
- (ii) This membership option is targeted at players who wish to purchase a shortened membership option for applicable competitions.
- (iii) This fee option is available to all Affiliated Associations

Please note:

- **Availability of 6-month Registration Membership**
In 2023 the 6-month Registration type will be available in the first half of the year as well as the latter half of the year. This will allow Associations to conduct short competitions prior or post the winter competition if they choose. If players register with a 6-month Registration type early in the year, and then choose to play in the winter competition or an end-of-year competition they will be required to purchase another individual membership.
- **No discounted 6-month option is available for the Individual Membership fees that are payable for participation as a NetSetGO, All Abilities or Non-Player member.**
- The Netball NSW membership is valid in any Association / Club competition for the duration of the membership.