

STATE BASKETBALL LEAGUE

OF WESTERN AUSTRALIA

BY-LAWS

As Amended DECEMBER 2005

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STATE BASKETBALL LEAGUE - WESTERN AUSTRALIA - BY-LAWS

Definitions and Interpretation

Definitions

In these By-Laws, unless the context otherwise requires the following words and expressions have the following meanings.

"Basketball Australia" means the Australian Basketball Federation Incorporated.

"Basketball Australia Competition" means an interstate competition arranged or approved by the Basketball Australia.

"Administration Fee" means the annual fee payable by each Club to the SBL towards the cost of the administration of the SBL.

"Annual Meeting" means the annual meeting of the Clubs in accordance with Part 8 of the Constitution;

"Board" means the Board of the SBL constituted under Part 3 of the Constitution.

"Business Day" means every day which is not a Saturday, a Sunday or Public or Bank Holiday within the meaning of the Public and Bank Holidays Act 1972 (WA).

"By-laws" means these By-laws of the SBL as amended from time to time.

"Chief Commissioner" means the Chief Commissioner of the Board, appointed in accordance with Part 3 of the Constitution.

"Chief Executive" means the person who holds the position of Chief Executive of the WABF from time to time.

"Club" means the organization or a person to whom a Licence has been granted as per the Constitution.

"Coach" means any person who is contracted to coach a SBL team for any season or part thereof.

"Commissioner" means a Commissioner of the SBL, appointed or elected in accordance with Part 3 of the Constitution or who is a Commissioner by reason of that person's position as Chief Executive as provided in Part 3 of the Constitution.

"Constitution" means the Constitution of the SBL as amended from time to time.

"CPI" means the Consumer Price Index (All Groups) Perth as published by the Commonwealth Government and if for any reason the Commonwealth Government ceases to publish the CPI, then any equivalent index specified from time to time by the WABF.

"Finals" means the series of games as determined by the Board, played at the completion of the regular SBL season by the Clubs to determine the team which becomes the champion team of the SBL, for that SBL Season.

"Game Official" means any person acting as a bench official or referee or evaluator at any SBL fixture.

"Gate Receipts" means the total moneys received (in the form of cash, cheque, credit card or other payments) by a Home Club for or on account of persons attending an SBL Fixture.

"General Manager" means the person, if any, appointed from time to time as the General Manager of the SBL or (in the absence of an appointee) any person appointed to perform those functions outlined in clause 1.3.

"Home Club" means a Club which is entitled or obliged to stage an SBL Fixture within its Licence Area.

"Home Game" means an SBL Fixture which a Club is entitled or obliged to stage at its approved home venue.

"Home Team" means a team which is named first in a SBL fixture.

"Licence" means a Licence to participate in the SBL Competition, in accordance with the Constitution.

"Licence Area" means the Licence Area for each Club specified in clause 1.1.6 of the By-Laws.

"Member" means any person who acts in any official capacity for a Club, including as a player, coach, official, employee or administrator.

"NBL" means the National Basketball League of Australia.

"Notice" means notice provided as per part 9.6 of the Constitution.

"Player" means a player of any SBL team.

"President" is the elected president of any SBL club or where the licence is held by a company, the company chairman.

"Regular Season Game" means any SBL game played in the regular home and away season.

"Restricted Player" means a restricted Player as defined in clause 3.2 of these By-laws.

"Salary" means salary as defined in clause 1.9 of these By-Laws.

"SBL" means the State Basketball League of Western Australia.

"SBL Competition" means the SBL Competition established in Western Australia in accordance with the Constitution.

"SBL Fixture" means a basketball game which is part of the SBL Competition or any fixture so designated by the Board from time to time.

"SBL Office" means the premises from which the General Manager of the SBL operates.

"SBL Operations Manual" means the written guidelines for operating the SBL as prescribed and amended from time to time by the Board.

"SBL Referees Panel" means the list of referees who are eligible to referee the SBL Competition.

"SBL Season" means the period in each year determined by the Board when the SBL Competition takes place.

"State Team" means any representative team for Western Australia entered into an ABF Competition.

"Team" means a team of a Club which participates in the SBL Competition.

"WABF" means the Western Australian Basketball Federation (Inc.).

"WABF Council" is the elected council of the WABF.

"WABF Executive Member" means a member of the Executive of the WABF being the President, Vice President or a Director of the WABF.

"WABF Tribunal Chairman" means the Tribunal Chairman appointed each year by the WABF.

"WAIS" means the Western Australian Institute of Sport.

"WNBL" means the Women's National Basketball League of Australia.

Persons, Singular Gender

Words importing the singular number include the plural and the masculine gender, the feminine or neuter and vice versa, and words importing persons include corporations.

Headings and Clause Numbers

Headings and clause numbers have been inserted for convenience, and will not be taken into account in interpreting these By-Laws.

Interpretation

These By-Laws will be governed by the law of Western Australia.

Reference to Statutes

References to statutes, regulations and Constitution include reference to all statutes, regulations and Constitution which amend, consolidate or replace the statutes, regulations or Constitution referred to, and also any notices or orders issued under any statutes, regulations or Constitution for the time being in force.

Reference to Recitals, etc

References to recitals, parts, clauses, paragraphs, schedules, annexures or items by letter or number are references to recitals, parts, clauses, paragraphs, schedules, annexures or items contained in these By-Laws unless otherwise specified.

Reference to Currency

References to currency in these By-Laws refers to Australian Dollars unless otherwise specified.

PART 1 - LEAGUE ADMINISTRATION

1.1 SBL By-Laws

1.1.1 Establishment

These By-Laws are established pursuant to clause 9.3 of the Constitution. It is the responsibility of the Club to make their members aware of them.

1.1.2 Variation

Pursuant to clause 9.3 of the Constitution the By-Laws may be amended by the Board as it sees fit in accordance with the following provisions.

- (a) The By-Laws will not be amended by the Board prior to the Board giving at least fifteen (15) business days notice to each Club of the amendments which the Board proposes to effect to the By-Laws or first gaining the written approval of a two-thirds majority of the Clubs. The Board shall give due consideration to any views or representations of each Club concerning the proposed amendments.
- (b) Pursuant to clause 9.3(d) of the Constitution, any amendments to the By-Laws will be effective from the date the Board or the General Manager notifies each Club in writing that the By-Laws have been amended.
- (c) Notwithstanding (a) and (b) above, any Club may request the Board to consider an amendment to the By-Laws provided that such a request is made in writing, is accompanied by a supporting document which clearly states the grounds for the requested amendment and is countersigned by at least three (3) other Clubs indicating their support for the proposed amendment.
- (d) Subject to 1.1.3, as provided for in clause 9.4 of the Constitution, the provisions of these By-Laws and the Operations Manual constitute a contract between each Club and the WABF. Accordingly, each Club is required to comply in all respects with these By-Laws and the Operations Manual.

1.1.3 Elastic Power

The Board, if it deems it appropriate, may waive any of the provisions of these By-Laws subject to the following conditions:-

- a) Any such waiver shall be in writing and shall clearly state the grounds upon which, and the period for which, the waiver is to operate; and
- (b) The General Manager shall notify all Clubs of any such waiver by the Board. The notice shall specify the reasons for the waiver and the time period to which it shall apply.

1.1.4 Items Not Provided For

Any matter not covered by the scope of these By-Laws, provided it comes within the objects of the SBL, (as specified in Part 2 of the Constitution) shall be dealt with by the Board.

1.1.5 SBL Operations Manual

The SBL competition shall be conducted in accordance with the Constitution, By-laws, and where specifically identified, the provisions of the SBL Operations Manual. Insofar as any provision of the Operations Manual is in conflict with any provision of these By-laws, provision of the By-laws will prevail.

1.1.6 SBL Licence Areas

The Licence area for each SBL Club shall be considered as an area of responsibility and that area shall be as illustrated in Appendix A. That illustration shall comprise, but not be excluded to a list of schools, churches, recreation centres and other institutions. In accordance with clause 4.4 of the Constitution, the intention of defining a licence area for each Club is to specify the Geographic location in which a Club's home games shall be played and to specify in which area the club is responsible for the direction and promotion of the sport.

1.2 SBL Board

1.2.1 SBL Board of Commissioners

The SBL shall be controlled by a Board of Commissioners (hereafter known as the Board) as provided for under Part 3 of the Constitution. It shall be the role of the Board to promote the objects of the SBL as contained in Part 2 of the Constitution.

1.2.2 Commissioners to be Unencumbered

No Club or member of a Club is permitted to hinder a Commissioner or their representative in the performance of their duties. Any such behaviour will make the Club and/or individual so hindering a Commissioner liable to penalty by the Board.

1.2.3 Exemption from Personal Liability

A person who is or has been a Commissioner is not personally liable for anything done or omitted in good faith, in, or in connection with, the exercise or purported exercise of any power conferred, or the carrying out of any duty imposed, under the provisions of the Constitution or By-Laws.

1.3 General Manager

As provided under clause 9.1 of the Constitution, a General Manager may be appointed. The General Manager's functions will include, but not be limited to:

- the day to day operation and administration of the SBL;
- the acquisition and servicing of SBL sponsors;
- the marketing and promotion of the SBL;
- liaison between SBL and media including the control of broadcasting rights;
- assisting and advising Clubs in the promotion of their games;
- the maintenance of quality control of the promotion and operation of games; and
- other duties as directed from time to time by the Board.

1.4 Penalties

1.4.1 League Penalties

The Board may impose penalties upon individual players, Clubs, members of Clubs or game officials as it sees fit. Penalties may be in the form of fines, premiership points, suspension or disqualification from SBL fixtures or any other penalty deemed appropriate by the Board from time to time. All penalties will be notified in writing to all Clubs by the General Manager.

1.4.2 Appeal of Penalties Imposed by the Board

- (a) A penalty imposed by the Board may be appealed in the first instance to the Board. Such appeal shall be in writing and shall be provided to the General Manager within seven (7) days of notice of the penalty.
- (b) No appeal under Section 1.4.2 will be considered unless it is accompanied by a bond of two hundred dollars (\$200) which shall be returnable if the appeal is subsequently upheld.
- (c) Any appeal under Section 1.4.2 shall clearly state the grounds on which the penalty is being appealed and shall include any documentary evidence considered necessary to support the appeal.
- (d) An appeal to the Board under section 1.4.2 which is unsuccessful may be further appealed in writing to the WABF Executive.
- (e) Until such time as an appeal is heard the penalty will stand unless otherwise determined by the Board.

1.4.3 Payment of Fines

All fines imposed, whether they be on an individual or Club must be paid by the date specified. A Club will be liable to pay a Member's fine and seek reimbursement from that individual. Any fine not paid by the specified date will incur a penalty of ten percent (10%) of the amount of the fine for each calendar month or part thereof for which the penalty remains unpaid. No fine may be appealed until it has been paid.

1.4.4 Conduct Detrimental or Prejudicial to the SBL

Any Player, Club or Member or game official that behaves in a manner that adversely, or is likely to, adversely affect the SBL in either its promotion or smooth operation is liable to be penalized by the Board. This will include:

(a) Unsportsmanlike Behaviour

Any Player, Club, Member (including cheerleaders and courtside announcers) or game official that acts in an unsportsmanlike manner may be liable to penalty upon recommendation to the Board by the General Manager.

(b) Disorders

The behaviour of players, coaches, management and officials can have a major effect on crowd behaviour. If, in the judgement of the Board, any misconduct by such a person or persons stimulates or encourages crowd disorder, the offending party will be penalized as deemed appropriate, including fines and/or suspension.

(c) Criticism of the SBL, Clubs or Game Officials

Criticism of game officials, Clubs and the SBL is a matter which is an internal concern of the League. Any Member, including coaches, players and management who publicly criticizes any of the above persons or bodies will be deemed to have acted in a manner detrimental and prejudicial to the SBL and will be liable to penalty. Furthermore, any Member who is found by the Board to have pursued and/or harassed game officials before, during, or after a game will be subject to similar penalties. Clubs will be held responsible for the comments of all their Members which may subsequently appear in the media.

(d) Bribery and Tampering

Any person who directly or indirectly entices, induces, persuades, or attempts to entice, induce or persuade any player, coach, referee, official, management or other person associated with a Club to alter the natural outcome of a SBL game will be deemed to have engaged in conduct detrimental to the SBL and will be penalised. This penalty may include the dismissal and perpetual disqualification from any further association with the SBL or any Club or any Member if found by the SBL after a hearing to have been guilty of offering, agreeing, conspiring, aiding or attempting to cause any game of basketball to result otherwise than on its own merits.

(e) Language

Coaches, assistant coaches, trainers, players and game officials must refrain from any profane or objectionable language which might be heard by spectators or picked up by radio and/or television microphones in the vicinity of the benches and/or playing court. Violators will be liable to penalty.

(f) Code of Conduct

Each player, coach and game official is required to be familiar with and to abide by the SBL Points of Emphasis Policy as specified by the SBL Board on an annual basis.

1.5 League Finance

1.5.1 Administration Fees

Each Club is required to pay an Administration Fee as specified in clause 6.1 of the Constitution or as specified by a monthly payment plan issued by the SBL Board.

1.5.2 Referees Fees

Each club is required to pay a Referees Fee as determined by the SBL Board. Payment must be made to the SBL Office by no later than 30 June of the year to which the fee applies or as specified by a monthly payment plan issued by the SBL Board.

1.5.3 Unfinancial Club

An unfinancial Club will, on the recommendation of the General Manager and with the approval of the Board, not be permitted to participate in the SBL. A Club will be deemed unfinancial when at any time during the season it has accounts outstanding to the SBL (including affiliation, administration or registration monies or part thereof) upon which the date specified for payment has expired.

1.5.4 Monies owed to the SBL

Any monies owed to the SBL by Clubs not received by the due date will accrue interest at the rate of ten percent (10%) of the amount owed for each calendar month or part thereof for which the amount remains unpaid.

1.5.5 Default

In addition to 1.5.3 and 1.5.4 the SBL Board may enact the mechanism of default as per Part 7 of the SBL Constitution.

1.5.6 Dishonored Cheques

In addition to 1.5.3, 1.5.4 and 1.5.5, cheques from Clubs that are not honored upon presentation will be liable to a fine of ten percent (10%) of the amount of the cheque, plus bank charges.

1.6 Insurance

- (a) It shall be the responsibility of each Club to ensure that adequate insurance is taken out to cover public liability, personal accident and death occurring at stadiums and venues under their control and whilst travelling to and from SBL fixtures or training. Furthermore, neither the WABF nor its representatives shall accept responsibility for injuries incurred by players or game officials during the course of the SBL competition.
- (b) Proof of insurance referred to in 1.6.(a) shall be provided to the SBL by a Club upon request by the General Manager.

1.7 Travel and Accommodation

1.7.1 Travel Policy

- (a) All visiting teams are responsible for their own travel and accommodation arrangements for all SBL games unless otherwise specified. If the SBL assists in organising a centralized travel and accommodation service, all Clubs may be required to participate on the cost basis notified by the General Manager.
- (b) When travelling greater than 100 km a notice of a visiting Club's travel and accommodation arrangements for each such fixture shall be provided to the Host Club and to the SBL Office at a time specified by the "Pre Game Procedure".
- (c) Thirteen persons per team is the authorized number of a travelling party for the purposes of any SBL fixture under which a cost component of travel or accommodation arrangements is to be borne by the SBL. Extra travelers will be the full responsibility of the Club concerned.
- (d) The standard travelling party for finals shall be thirteen under a costing structure for travel and accommodation that shall be determined from time to time by the SBL, specific to finals only.
- (e) If, for any unforeseen circumstance, a visiting team's transport is unusable, the visiting team leader shall pursue alternative transport to ensure the game is played as scheduled. Any reasonable alternative at hand must be utilised.
- (f) If, for any unforeseen circumstance, a game cannot be played as scheduled it is to be cancelled, postponed or proceeded with at the direction of the General Manager.

1.7.2 Visiting Team Leader

Each visiting team shall appoint a team leader for each away game. The team leader shall be notified to the General Manager prior to each away fixture and to the Game Operations Manager at least 40 minutes prior to the commencement of the game.

If no suitable alternative referred to in 1.7.1(e) is available, the visiting team leader must immediately notify both the General Manager and the Home Club of the situation. The final decision as to the grounds upon which the game may be cancelled, postponed or proceeded with in this situation lies with the General Manager. If the General Manager cannot be contacted, this decision may be made by the Chief Commissioner.

1.8 Sponsorship and SBL Property

1.8.1 Sponsorship

- (a) Subject to this clause, each Club may arrange with a person (for the purposes of this clause the "Club Sponsor") its own corporate or other sponsorship, and will be entitled to retain for its own use all moneys paid by a Club Sponsor.
- (b) Subject to clause (c), a Club may not enter into or be a party to a sponsorship agreement with a Club Sponsor whose business is in direct competition with the business of a person who is/are a major sponsor of the SBL. The Board will notify all Clubs who are the Major Sponsors.
- (c) Where prior to notification of the Major Sponsors, a Club has entered into a sponsorship agreement with a Club Sponsor whose business is in direct competition with the Major Sponsor(s) that Club will not be obliged to terminate the sponsorship agreement but will not enter into a new sponsorship agreement to renew the existing sponsorship agreement with the Club Sponsor whose business is in direct competition with the Major Sponsor(s).
- (d) The SBL may arrange sponsorship on behalf of the Clubs generally. If the SBL arranges sponsorship on behalf of the Clubs, the sponsorship moneys will be distributed to the Clubs in a manner determined by the Board.
- (e) The SBL may arrange its own sponsorship.
- (f) All moneys received from the SBL sponsorship will be retained and utilised as part of SBL funds.
- (g) Except as otherwise approved by the Board, a Club shall display such signage as directed by the General Manager in support of the SBL Major Sponsor(s).

Penalty for non-compliance, if proven, shall be such penalty as deemed appropriate by the Board.

1.8.2 Trademark Rights

(a) SBL Logo

The SBL shall have an official logo. The SBL logo is a registered trademark and, unless otherwise advised, Clubs are required to gain approval in writing from the SBL in order to use it. Use of the SBL logo on Club letterheads is required unless otherwise notified by the SBL.

(b) Club Use

A Club must use the SBL logo including the Major Sponsor's name and insignia on all match programs and tickets.

(c) Commercial Use

Where the SBL logo is used for a commercial purpose such as merchandising, the Club is liable for royalties as agreed by the Club and the SBL.

1.8.3 Broadcast Control

The SBL has the exclusive right to market all tapes, films, video cassettes, video discs and any other technology involving SBL teams or any footage of games between SBL teams. As a result, no Club is permitted to sell tapes or highlights of its games for replay either domestically or internationally for any purpose without the written agreement of the Board which will not be unreasonably withheld.

A Club may, however, produce highlights for promotional non-commercial purposes only.

1.9 Salary Cap

No Club is permitted to pay a team salaries for a year totaling an amount in excess of the salary cap prescribed by these By-laws.

- (a) The total player/coach salary cap for the SBL will be forty thousand dollars (\$40,000) per team per year.
- (b) Each club President will, within ten (10) business days of the conclusion of the SBL Grand Final, fill out the Statutory Declaration (see Appendix B) and forward this Declaration to the General Manager.
- (c) If reasonable evidence is presented to the Board that the salary cap for a team has been exceeded, they may elect to direct the General Manager to open all the contracts for that team and total the salaries. At that time the President of the Club whose team's contracts are being opened has the right to be present (at their own cost). This evidence plus any additional evidence will be presented to the Board in summary form. Should the Board wish to proceed with a penalty against a Club they shall give that Club the right to defend the charge at a meeting set by the General Manager.
- (d) If a Club breaches the salary cap for any team, the Board will fine that Club the exceeded amount of salaries, plus two thousand dollars (\$2,000). In addition, the team to which the breach related may lose competition points for all games in which the cap was exceeded.
- (e) Whether or not a Club has breached the Salary Cap, any President who is found by the Board to have falsely completed the Statutory Declaration as outlined in part 1.9(b) may be reported to Legal Authorities who shall take action as they see fit.
- (f) For the purposes of these By-laws, salary means any wages, salary, commission, bonuses or allowances paid or payable (whether paid or payable in cash or in kind) to, or for the benefit of, a SBL player or coach for their services in respect of the SBL Competition, be that playing, training or coaching.

Where a player or coach's contract for the SBL Competition includes remuneration for other non-SBL services provided by that player or coach to their Club, a signed statement by the Club apportioning that remuneration on a percentage basis between SBL and non-SBL purposes, shall be appended to the contract in question prior to the lodgement of the contract with the SBL office. Clubs should consult with the General Manager regarding apportionment prior to the signed statement being provided to the SBL.

Wages includes a benefit within the meaning of the Fringe Benefits Tax Assessment Act 1986 of the Commonwealth. Such a benefit shall be ascribed a monetary value in accordance with the provisions of that Act.

- (g) Notwithstanding (f) above a Club may provide accommodation of a reasonable nature to a restricted player during the duration of their temporary visa and the value of this accommodation will not be deemed as salary. Similarly, the cost of airfares provided by

the Club to locate a restricted player in Western Australia or to remove that player from Western Australia will not be deemed as salary.

- (h) Pursuant to clause (g), if in the opinion of the General Manager the accommodation or airfare provided by a Club to a restricted player is excessive, then the Total value of that accommodation, or airfare will be considered salary for that season.

PART 2 - CLUB ADMINISTRATION

2.1 Member Clubs

Only Clubs holding a SBL licence may compete in the SBL competition. As prescribed in the Constitution, each Club agrees to abide by the rules and By-laws of the SBL and the rulings of the SBL Board. Details of licence arrangements are contained in the SBL Constitution.

2.2 SBL Administration Officer

Each Club is required to appoint a SBL Administration Officer and notify the SBL Office of the appointment. All official SBL correspondence will be directed from the SBL Office to this person.

2.3 Team Lists

2.3.1 Playing List

- (a) The SBL shall maintain, during the course of a season, a list of players who are eligible to represent each SBL team in SBL regular season fixtures (known hereafter as the playing list)
- (b) Each Club shall forward to the SBL Office a playing list in a format prescribed by the SBL for each of its SBL teams at least six (6) weeks prior to the first game of the season.
- (c) Subject to 2.3.1 (e) players who are otherwise eligible to represent a SBL team shall be deemed ineligible if their name is not included upon the playing list for that team and if their contract is not lodged at least 6 weeks prior to the seasons commencement.
- (d) Subject to 2.3.1 (e) no SBL team's playing list shall include more than 20 players at one time.
- (e) A SBL Club may amend the playing list of any of its teams subject to notification in writing to the SBL Office of the change and provision of player details for any additional player in a format consistent with those provided for players subject to clause 2.3.1 (b) above.

2.3.2 Injured List

- (a) The SBL shall maintain, during the course of a season, a list of players who, if not for injury or illness, would be eligible to represent a SBL team in regular season fixtures (known hereafter as the injured list).
- (b) If at any time during the season, a player on the playing list of a Club is removed from that list because of injury, notification shall be given by that Club to the SBL Office accordingly.
- (c) If a Club wishes to count the games a player missed while on the injured list towards that player's final qualification, they shall apply to the Board under clause 4.7(b) of these By-Laws enclosing documentary evidence to establish the nature and extent of that injury from a qualified medical practitioner or qualified physiotherapist. That player shall thereafter be listed by the SBL Office upon the injured list of that team until such time as that player is reinstated on the playing list or until notified otherwise by that player's Club.

2.3.3 Suspended List

- (a) The SBL shall maintain, during the course of a season, a list of players who, if not for suspension or other penalty imposed by the SBL would be eligible to represent a SBL team in SBL regular season and finals fixtures (known hereafter as the suspended list). This list shall contain the player's name and the reason and duration of the suspension.
- (b) Any player on the suspended list is deemed ineligible to compete in any SBL fixture.
- (c) Upon expiry of the term of suspension or penalty, the suspended player will be returned immediately to the playing list of their Club.
- (d) For the purposes of clause 2.3.1 (d) above, a player on the suspended list by reason of a penalty imposed by the SBL shall be deemed to be still on the playing list and shall not be removed from that list, even if so requested, until the period of suspension has expired.
- (e) A player may be permanently suspended by the SBL if it so sees fit. In such an event, such a player shall no longer be deemed to be on any Club's playing list.

2.4 Venue Requirements

2.4.1 Venue Requirements

- (a) It shall be the responsibility of the Home Club to ensure that all satisfactory equipment necessary for the correct and safe conduct of the game is supplied.
- (b) Reports of venues providing less than satisfactory equipment and services may be submitted by a Club or game official to the General Manager. The General Manager may refer such a report to the Board for its consideration. This may result in fines or re-fixturing away from the venue of the offending Club.
- (c) Satisfactory equipment and services as referred to in (a) and (b) of this clause shall include but not be limited to:-
 - (i) Properly surfaced floors;
 - (ii) Backboards in good repair, affixed with standard, protective padding and preferably constructed of a transparent material and;
 - (iii) Properly secured rings with nets in good condition attached;
 - (iv) Adequate seating for team members, officials and spectators;
 - (v) Time clocks, including 24 second clocks, and a score board visible to all persons participating in the fixture;
 - (vi) A score bench to seat a minimum of five officials with time out, foul and substitution lights affixed;
 - (vii) A game ball for each court;
 - (viii) Adequate change room facilities for visiting teams and referees;
 - (ix) A courtside announcer for each home game;
 - (x) Four suitably attired and equipped floor wipers;
 - (xi) Any other reasonable equipment requested in writing by the SBL.

2.4.2 Court Markings

- (a) Each SBL venue shall display the SBL logo as provided by the SBL on the floor if and as requested by the General Manager.
- (b) Each SBL venue shall display the SBL logo as provided by the SBL on their backboards if and as requested by the General Manager.
- (c) Clubs are free to display signage as they see fit in the keyways and the centre circle providing it is reasonable and not of a distasteful nature. Other floor signage shall be limited to not more than four (4) signs, each one not greater in area than three (3) metres square (excluding keyways and the centre circle).

2.5 Club Uniforms

2.5.1 Uniform Register

- (a) A register of approved uniforms shall be maintained by the SBL.
- (b) Each Club must register its Club colours and two uniforms for each of its teams based upon those colours for approval by the SBL.
- (c) All teams shall warm up and compete in a SBL fixture only in an approved uniform. One of the two approved uniforms for each team shall be predominantly white while the other uniform shall be of a predominantly dark colour.
- (d) Referees and coaches have no discretion to set aside any of this rule.

2.5.2 Home Team Uniform

The Club designated as the "Home Club" for any SBL fixture is entitled to wear its chosen uniform but both Clubs share the responsibility to achieve the greater contrast possible. The onus is on the visiting Club to initiate contact with the home club so as to achieve the greater contrast possible. Should a clash occur, the Home Club is required to switch to their alternate uniform which they must have at the game. Inordinate delays in the game starting time because of uniform clash may result in the Home Club being fined.

2.5.3 Player/Referee Uniform Clash

In the event that a Club's uniform potentially clashes with the referees' uniform, the Club may request for the referees' uniform to be changed. Such a request must be provided to the General Manager at least one week prior to the anticipated clash. If the request is approved by the SBL, the General Manager will arrange for the referees to revert to a black and white striped shirt.

2.5.4 Uniform Change

If a Club wishes to alter its approved uniform, it must apply for approval of the amended uniform by the Board. The new design must be approved by the SBL prior to use. Any such request shall be provided in writing to the SBL with an attached colour photograph or colour drawing (using the actual colours) of the new design.

2.5.5 Uniform Numbers

Numbers used on uniforms must be one of the following 4-15, 00, or any number between 20-25, 30-35, 40-45, 50-55.

2.5.6 Player Names

Where possible, Clubs should endeavor to have the player's surname (or suitable nickname) affixed to the back of the player's uniform top in letters at least five centimetres high.

2.5.7 Uniforms Must Use SBL Logo

All playing uniforms are required to bear the official SBL logo to be worn as specified by the General Manager. Clubs failing to comply with this requirement are liable to penalty.

2.5.8 Club Logos

No playing uniform is permitted to display a logo of size greater than 50 square centimetres on the front of the playing uniform top. No playing uniform is permitted to display a logo on the back of the uniform top which is of a size greater than 375 square centimetres. Excluding the SBL logo, the total number of logos is restricted to 2 in respect of the front of the uniform top, 1 in respect of the back of the uniform top and 2 in respect of the uniform shorts.

2.5.9 Coaches' Dress Code

Coaches and Assistant Coaches are required to wear one of the following

- a. Sport or suit coat, slacks or, in the case of female coaches, dress or skirt.
- b. Polo club shirt and slacks.

In the event of cold weather, sweaters or coats may be worn over the club polo shirt. Coaches and Assistant Coaches may mix their dress as required.

Team Managers and other support staff may follow the same dress code or wear a neat full tracksuit or tracksuit top.

It is imperative that all Coaches and support staff are neatly dressed to a suitable standard to represent the league.

During the Pre Season Tournament, Coaches and support staff may wear dress shorts with a polo club shirt or tracksuit top together with any closed footwear such as sports shoes."

2.6 Box Office

2.6.1 Ticket Procedures

Each Club must provide a sample of their ticket to the SBL before each season. The ticket must carry either the SBL logo or words specified by the General Manager.

2.6.2 Box Office

- (a) Crowd number count must be entered on the Men's Game score sheet.
- (b) Each Club is required to complete a gate receipt report in the manner prescribed in the SBL Operations Manual. Clubs may be required by the General Manager to provide the report to the SBL Office no later than three business days after the completion of a home

fixture.

PART 3 - TEAM ADMINISTRATION

3.1 Team Content

- (a) From the commencement of season 1990 and thereafter, each Club shall be limited to not more than two (2) players per team who are not eligible to represent that Club's Country's National Team in Official Competition of FIBA, pursuant to all FIBA regulations as determined from time to time. These players will henceforth be known as "restricted players".
- (b) Notwithstanding clause 3.1 (a) above, any foreign born player who has provided to the SBL Office a certified copy of his/her Club's Country's Citizenship Certificate shall be deemed to be classified as an unrestricted player for the purposes of participation in the State Basketball League.
- (c) In all cases nationality must be proven by lodging appropriate documentation as directed by General Manager

3.2 Restricted Player Procedures

- (a) Each Club shall lodge the names of all restricted players representing it with the SBL Office prior to them playing.
- (b) Any restricted player placed on the injured list may be replaced by another restricted player during the regular season. Any games in which the replacement restricted player participates may not be counted towards the injured restricted player's finals eligibility. Should three (3) restricted players become notionally qualified to participate in the finals for one Club, that Club will nominate, in writing to the General Manager forty eight (48) hours prior to the commencement of the finals, which two (2) restricted players will compete for that Club in that season's finals. No subsequent amendment to the restricted player nomination list will be permitted under any circumstances.
- (c) Registration requirements and contract requirements for restricted players are as for any SBL player.
- (d) Playing an ineligible restricted player may result in the forfeiture of the game in which that player played and fines may be imposed upon the Club which that player represented.
- (e) The SBL Office must be notified in writing of the replacement of a restricted player prior to the restricted player who replaces them being eligible to participate in a SBL game. The SBL Office shall inform the team's upcoming opponents of the change as soon as possible.
- (f) Any restricted player who leaves the SBL competition during a season specifically to play in an NBL or in the National Basketball Association in the United States of America or a competition of similar standing (as judged by the Board) may be replaced by their club for that season. Notwithstanding clause 4.7(a), such a replacement player must play more than one third of the regular season fixtures to qualify for the SBL finals, and will only qualify on the approval of the General Manager.

3.3 Limitation on Player Numbers and Season Minimum

3.3.1 Regular Season Minimum

Each Club is required to have a minimum of eleven players on its playing list at all times and to have a minimum of nine players dressed, eligible and able to play for any regular season game.

3.3.2 Finals Minimum

During the Finals, no team shall appear for any game unless at least ten players are dressed and eligible and able to participate in such a game.

PART 4 - PLAYER ADMINISTRATION

4.1 Player Eligibility

- (a) All players must be registered and contracted as outlined in these By-Laws.
- (b) Any player who has played in a fixtured SBL game for one Club is ineligible to play for another Club during that season unless the Club to which the player is contracted releases the player unconditionally from said contract and both parties seek and gain approval from the SBL Board to have the contract destroyed.
- (c) Players transferring from one Club to another Club between seasons must fulfil the requirements outlined in these By-Laws.
- (d) Playing of an ineligible player by a Club may result in the forfeiture of the game(s) in which that player played and fines may be imposed by the Board.

4.2 Registration

- (a) Before any player or coach of any Club is eligible to participate in the SBL competition, they must be currently registered in a manner as specified by the WABF.
- (b) In addition to WABF registration, all players and coaches must sign a SBL registration form (as prescribed by the Board) annually and lodge it with the SBL office prior to participating in a SBL fixture. No SBL registration form for a player or coach will be considered lodged unless it is accompanied by a valid contract between the player or coach and the Club they are representing as outlined in clause 4.3.
- (c) A player/coach will be deemed registered with the SBL for a term corresponding to the term of the player/coach's contract with which it was lodged.
- (d) No lodged registration form shall be considered as accepted by the Board until the player or coach's name is placed upon the Club's Playing List by the Board.

4.3 Contracts

4.3.1 All Players & Coaches Contracted

Every SBL player, coach and assistant coach must have a written contract with their Club, whether for monetary consideration or not.

4.3.2 Standard contract

A standard contract will be provided by the SBL to each Club which may be utilised.

4.3.3 Lodgment with SBL Office

- (a) A copy of each contract, whether the SBL standard contract or other, properly signed and witnessed must be lodged with the SBL Office within ten business days of the signing thereof. This applies both in and out of season. Only a contract for SBL competition need be lodged with the League.
- (b) If either party wishes the contract to be sealed, the expiry date of the contract should be printed on the outside of the envelope and that expiry date signed by the player (or coach in the case where the contract is in relation to a coach), dated, and witnessed also on the outside of the envelope. This information written on the outside of the envelope is to take the following form:

"I, (player or coach's name), confirm that (date) is the expiry date for the enclosed contract between myself and the (name of Club) Club.

_____ signed

_____ date

_____ witness

- (c) Each contract must contain the following:

"The player undertakes to;

- (i) obey all reasonable instructions of the Chief Executive, General Manager and the Board of the SBL and the coach or any other responsible officers of the Club relating to the obligations of the Player under this Agreement during the Term.
- (ii) comply with all reasonable requirements of the Club relating to:
- (I) the preparation of the Player for basketball matches;
 - (II) attendance by the Player at social and promotional functions and
 - (III) the behaviour and dress of the Player.
- (iii) obey all rules, regulations, By-Laws, articles, resolutions and determinations of the Club and of the SBL.
- (iv) not enter into any contract, agreement, arrangement, understanding or option to play basketball for any other Club, company, person or entity without first obtaining the written consent of the Club which will not be reasonably withheld.
- (v) not enter into any discussions, negotiations, contract, agreement, arrangement, understanding or option which would prevent the Player from complying with any of the provisions of this Agreement. Nothing in this clause (v) prevents the Player from performing the Player's obligations in relation to his or her vocation.
- (vi) do everything reasonably necessary to obtain and maintain the best possible physical condition so as to render the most efficient service to the Club and without affecting the generality of this clause (vi) will strive to acquire and maintain the level of fitness required by the Coach.
- (vii) play basketball in the SBL Competition to the best of the Player's skill and ability at all times."

4.3.4 Dispute settlement

- (a) Sealed contracts may only be opened by the General Manager when a dispute arises. A dispute is recognised when notified in writing to the General Manager by one of the parties to the contract or as provided under clause 1.9 in relation to a salary cap dispute. Such notification shall outline the nature of the dispute.
- (b) Once a dispute has been established, the General Manager is authorised to open the contract, and may seek independent legal advice before, offering an opinion to the appellant only on issues written in the contract.
- (c) The appellant then has the right to appeal to an independent arbitrator appointed by the League with costs to be borne by the decision of the arbitrator.
- (d) All Clubs and players shall agree to abide by the decision of the arbitrator.

4.4 Release for State Teams

As provided for by clause 5.5 of the Constitution, each Club will be required to make available players, coaches and officials for State Teams.

4.5 Player Clearances

4.5.1 Player Transfers and Clearances

- (a) Any player transferring from one Club to another is required to complete and lodge the prescribed Clearance Form with the SBL office. The Clearance Form places the onus on the transferring player to ensure that all relevant Club and State clearances have been properly executed prior to clearances being granted. Once a player signs a clearance a copy must be lodged by hand or fax to the SBL office by either the player or the club to which the player is seeking a clearance. The SBL office will forward a copy to the club from which the player is seeking a clearance. If that Club does not sign the clearance within 7 business days of its notification from the SBL office, then the player will be considered cleared automatically, providing that player does not have a current contract with the Club they are transferring from.
- (b) No player may seek, nor may a Club grant, a clearance from their contracted Club after six (6) weeks of the season have been completed. Players who change employment resulting in a change of residence from metropolitan to country, or vice versa, and who can show just cause or exceptional circumstances may apply in writing to the SBL Commission for an exemption to this by-law.

4.5.2 Player Contact Prohibition

Clubs are required to adopt ethical standards and abide by the constraints of the following By-laws in matters involving the transfer of contracted SBL players from one Club to another:

- (a) No Club may approach any player or coach contracted to another Club to discuss transferring or to offer inducements to transfer without written approval of the player's/coach's Club to which they are contracted. Penalty for breach of this By-law, if proven, will be an amount not exceeding two thousand dollars (\$2000).
- (b) Clubs are not required to grant permission to interview players/coaches during the term of the player's/coach's contract with the Club.
- (c) The SBL Office is authorised to inform inquiring Clubs as to the expiry date of a player's/coach's contract.
- (d) Under no circumstances may a Club ask a player/coach contracted with another Club the expiry date of that player's/coach's contract. This would be deemed an illegal contact with the player/coach and would be subject to the penalties outlined in 4.5.2 (a) above.
- (e) Clubs seeking to interview a player/coach must receive written authorisation from that player's/coach's contracted Club prior to making contact with the player/coach.
- (f) If a contracted player/coach approaches a Club to which they are not contracted to discuss a transfer, that Club may not enter into discussion with that player or coach and must notify in writing the Club to which that player or coach is contracted of that approach within one (1) day of that approach. For failure to comply, a fine not exceeding two thousand dollars (\$2000) may be imposed.
- (g) A player/coach's contract with a club shall expire no later than four weeks after the SBL Grand Final in the final season of the term of the contract.
- (h) If any contract does not comply with clause 4.5.2(g) a written explanation outlined the seasons for non-compliance shall be forwarded to the SBL General Manager at the time the contract is lodged with the SBL Office.

4.6 Other Restrictions

4.6.1 Loaned Player Prohibition

Each Club must have absolute title to the contract and rights and services of each of its players for the purposes of the SBL Competition. The use of loaned players is prohibited.

4.6.2 No Transfer fee

As provided in clause 5.8 of the Constitution, no transfer fee shall be imposed or paid for players or coaches changing Clubs if the contract between the Club and player/coach has expired through effluxion of time.

4.6.3 Financial Arrangements with other Players

Any Club found to have a financial arrangement with or to have offered a financial inducement to a player not signed to a current player contract, where such an arrangement is considered by the Board to be to the detriment of the SBL, may be fined by the SBL in an amount not exceeding two thousand dollars (\$2000).

Such arrangements or inducement may include, but not be limited to:

- (a) Paying an unsigned player to practice with the team;
- (b) Signing a player contract during the season to become effective at the end of the season;
- (c) Promising to sign a player at the end of the season or discouraging an unsigned player from signing a contract with another Club during the season.

4.7 Finals Qualification

- (a) To be eligible to represent a Club in any SBL final, a player must have played greater than one third (1/3) of the regular season fixtures of that Club for that season or satisfied the criteria as specified in 4.7 (b) and/or (c). For the purposes of this clause, "played" shall be interpreted as being physically present during the period of the game, in uniform, physically able to play and with their name listed on the official score sheet.
- (b) In the case of players who are absent from an SBL fixture in which they would otherwise have played by reason of:
 - (i) they were listed on the SBL injured list (refer 2.3.2);subject to application by that player's Club to, and approval by the Board, such a player shall be deemed to have participated in such a fixture.
- (c) If a club is found to have played a player in any final game who is not eligible to play in that final game, the team in which the ineligible player competes will immediately forfeit that game. The matter will also be referred to the board for further action.
- (d) Any Club qualifying for finals must submit a list of its players eligible to compete in final games, at least three (3) days prior to the final day of the regular season. Such player eligibility shall be confirmed by the General Manager.
- (e) As provided in sub-item 3.3.2, no team shall appear for a finals game unless ten (10) players are dressed for, eligible and are able to participate in such a game. Should a team roster be under ten (10), the club may seek permission from the SBL to add a tenth player.

- (f) Notwithstanding clause 4.7(a) above, a player who has been competing for a Club in lower grades for that Club and has qualified for the finals may advance to that Club's SBL team with the approval of the General Manager under the following conditions:
- (i) the SBL team cannot field a full ten (10) players eligible for a final; and
 - (ii) the player qualifies as an unrestricted player.

PART 5 - ADMINISTRATION OF OFFICIALS AND JUDICIARY

5.1 Referee Administration

5.1.1 Referee Eligibility

- (a) All SBL referees shall have a minimum qualification of a Level 2 Referees badge.
- (b) All referees must hold a valid SBL referee contract to be permitted to officiate in SBL Fixtures.

5.1.2 Appointment of Referees

- (a) Appointment of Referees will be made by an Appointments Committee appointed by the SBL Board.
- (b) The "Committee" shall consist of a member of the SBL Board or the General Manager and two other persons deemed to be appropriate by the SBL board.

5.2 Obligations of Officials

5.2.1 Behaviour of Game Officials

Game Officials shall conduct themselves in a manner befitting their position at all times. Unsatisfactory reports regarding the behaviour of a referee will be investigated by the General Manager and appropriate action taken.

5.2.2 Performance Below Standard

Any report by a Club of a referee officiating at a level considered to be below the standard considered appropriate of a member of the SBL panel shall be made in the first instance to the General Manager who shall take whatever action deemed necessary.

Such a report shall be made in writing.

5.2.3 Referee Obligations

- (a) SBL referees will enforce the playing rules described in these By-Laws.
- (b) Referees are required to notify the General Manager as soon as possible if unable to fulfil an appointment.
- (c) All SBL Game Officials shall, if so directed by the SBL, wear the SBL approved shirt(s) and any other clothing so directed by the SBL. Unless otherwise specified, black pants and shoes are to be worn.
- (d) The SBL logo must be worn on all shirts and any SBL Referee's sponsor's name displayed in a manner so directed by the General Manager.

- (e) Referees are required to fill out a game report as directed by the General Manager and to lodge it with the SBL Office no later than three (3) days after the game to which it relates. Non compliance with this provision will render the referees in question liable to penalty.
- (f) Referees are to report to the General Manager any other activity associated with the fixture in which they officiate which they may deem as unsportsmanlike or unprofessional.
- (g) Referees are required to check the scores, print their name and then sign the score sheet and then return the same to the Game Operations Manager within 10 minutes of the completion of the game.
- (h) Referees are required to cast MVP Votes and then return the same to the Game Operations Manager within 10 minutes of the completion of the game.

5.2.4 Equipment Check

Prior to the start of a game, referees shall inspect all equipment including the court, basketballs, baskets, backboards and the scorers' and timers' equipment.

Any unsatisfactory game equipment should also be reported in the referees' game report.

5.3 Home Club Obligations to Officials

5.3.1 Officials Dressing Room

- (a) Each Club shall provide at its venue a separate dressing room for the exclusive use of the referees and must ensure that no person gains access to the room without the permission of the referees. The room should provide facilities equivalent to those specified for visiting teams in 6.5.2 with the exception of the minimum seating space.
- (b) Only referees and SBL officials are permitted in the officials' dressing rooms. No other person, including Club officials and persons associated with Clubs, are permitted in the dressing rooms without permission of the referee.
- (c) A sign authorised by the Board prohibiting visitors to the officials' dressing room must be on the door of that room for all SBL fixtures.
- (d) A key to the referee dressing room should be readily available to avoid referees having to stand in corridors.
- (e) Any Club failing to comply with the By-Laws concerning officials' dressing rooms, shall be liable to a penalty.

5.3.2 Refreshments for Officials

It is the responsibility of the Home Club to ensure that adequate refreshments are made available during a fixture for the referees.

5.3.3 Security

Home Clubs are responsible for the security of referees at all times. This includes the entry on court at the start of the game, departing and entry at half time, departure at full time and departure from the venue if necessary.

The Home Club is also responsible for arranging adequate protection for referees, coaches and players during each game. To ensure such protection, the Home Club shall follow all requirements of the security guidelines prescribed in the SBL Operations Manual.

5.3.4 Amenities

Each referee and a partner are to be provided free entry, seats and car parking (if required) for games in which they are officiating.

5.3.5 Referee Liaison Officer

Home Clubs are to have a referee liaison officer at every home game to look after the reasonable needs of the referees.

5.3.6 Referees' Elastic Power

A Referee shall have the power to make decisions on any point not specifically covered in relation to a game in the Constitution, By-Laws or competition rules as adopted. The General Manager shall be advised of all such decisions at the earliest possible time.

5.3.7 Bench Officials

Each Home Club will, in addition to directions given from time to time by the General Manager, will be responsible for supplying five competent score table officials per game and a minimum of three of those five will be accredited and the Shot Clock will be operated by one of the accredited score table officials.

Such persons will be positioned at their allotted stations no later than twenty (20) minutes before the fixtured starting time of the game in which they are to officiate.

From the beginning of the game to its conclusion, the prime duty of all score table official is to assist the referees in the administration of the game."

5.4 Referee Finance

5.4.1 Referee Payments

The referee game payment shall be determined by the Board and may be adjusted from time to time by it. Subject to clause 1.5.3, the method of payment shall be in a manner as directed by the General Manager.

5.4.2 Referee Expenses

Any referee who is more than one hundred (100) kilometers from their home is entitled to be reimbursed for any meal of a reasonable nature during a trip to and from a SBL game. Claims for reimbursement are to be dealt with in a manner prescribed by the General Manager.

5.4.3 Referee Travel and Accommodation

The General Manager is responsible to confirm transport arrangements are made for referees who travel over 100km to a game. If needed, the General Manager should arrange transport for that referee.

5.5 Physical Contact with Officials

Any player, coach or Club member found by the SBL Tribunal to be guilty of intentional physical contact with a game official shall automatically be suspended for a minimum period of ten (10) SBL fixtured games of the Club which that person represents and shall be liable to a fine of up to one thousand dollars (\$1,000). At the discretion of the Board, an additional period of suspension may also be imposed.

5.6 SBL Tribunal

5.6.1 SBL Tribunal

- (a) The SBL shall appoint a tribunal panel for each SBL season. The tribunal panel shall consist of the WABF Tribunal Chairman and up to nine (9) other persons. The tribunal shall be known as the SBL Tribunal (hereafter referred to as "the Tribunal") and shall be chaired by the WABF Tribunal Chairman or in the Chairman's absence, by any other panel member. A minimum of two panel members will constitute a valid Tribunal.
- (b) The Tribunal shall operate in a manner as provided for by these By-Laws and as prescribed by specific guidelines approved by the Board from time to time.
- (c) The Tribunal shall exercise the following functions:
 - (i) Hear and determine all charges brought before it by the General Manager resulting from reports made by game officials;
 - (ii) Hear and determine any other matter reported to it by the Board or General Manager;
 - (iii) Impose such penalties as it deems appropriate upon players, Club officials, Coaches, Clubs and Game Officials. The range of penalties shall include but not be limited to fines, game suspensions and suspended sentences.
- (d) Jurisdiction of the Tribunal relates to any event occurring in the vicinity of a stadium where a SBL fixture is being played, within 24 hours of it being played (whether that be before or after).

5.6.2 Report Procedures

- (a) Any reports that generate out of a game must be notified by the Game Operations Manager to the General Manager along with a copy of the referee(s) report(s) contained on the prescribed Report Form. Such notification shall be in writing (and/or facsimile) and shall be provided no later than 24 hours after the time at which the incident occurred.
- (b) The General Manager shall, subsequent to referring a report to the Tribunal, notify the parties to the report that such a referral has taken place and shall provide to the parties a copy of any documentation which he considers material to that report.
- (c) Non-compliance with report procedure shall not invalidate a report nor a hearing or penalties that may arise pursuant to such a report.
- (d) The Board is empowered to report to the Tribunal any incident which it considers may be detrimental to the League for determination and penalty (where appropriate).

5.6.3 Tribunal Hearings

- (a) Subsequent to referring the report to the Tribunal, the General Manager shall convene the Tribunal. The Tribunal shall meet at 6.00pm at the SBL Office on the Tuesday immediately following referral of a report or other matter, or at any other time or place deemed appropriate by the General Manager.
- (b) Reports occurring on a weekend must be dealt with prior to the next weekend of play. In the case of the finals reportable incidents must be dealt with prior to the involved team(s) next game.
- (c) The Tribunal shall both consider the report and examine all relevant evidence available. The Tribunal is empowered on examination of the evidence to make further charges which may come to light.
- (d) The Tribunal may call for any evidence considered necessary to make a determination on the report. This may or may not include interviewing the persons involved in the report or witnesses to the report. Such evidence may include verbal evidence, Statutory Declarations and other writings as well as videotape evidence. The tribunal hearing may proceed in the absence of any person.
- (e) A game official who lodges a charge against a player or official of a Club, or against a Club shall attend at the Tribunal hearing of the charge. In the case of a report by the Board or General Manager, the General Manager shall attend the hearing.
- (f) Any player, coach or official of any Club against whom a charge has been lodged shall attend at the Tribunal hearing of the charge.
- (g) Any player, coach or official of any Club or game official against whom an alleged offence has been committed and in respect of which a charge has been lodged shall attend the Tribunal hearing of the charge.
- (h) Any person referred to in paragraphs (e), (f) and (g) may be excused from attendance at the Tribunal but only if exceptional circumstances can be established to the satisfaction of the General Manager to require such excuse.

- (i) The Tribunal may of its own motion or at the request of any party to a matter before it require the attendance at a Tribunal hearing of any player or official of a Club or any game official and such player, official or game official shall attend as required.
- (j) Any person required to attend at a Tribunal hearing shall give evidence if required by the Tribunal to do so.
- (k) A player, coach or an official of any Club who appears before a Tribunal as a result of a charge made against him pursuant to the By-Laws or game rules may, unless the Tribunal directs otherwise, be accompanied and may be represented at the hearing by a representative of his Club.
- (l) A game official preferring a charge under the By-Laws or game rules against a player or an official or any Club may, unless the Tribunal directs otherwise, be accompanied and may be represented at the hearing by a representative.
- (m) A player, coach or any official of any club or game official against whom an offence is alleged to have been committed and the offence is the subject of a charge may, unless the Tribunal directs otherwise, be accompanied and be represented at the hearing of the charge by a representative of his Club or the Referees Panel as the case may be.
- (n) In any other proceeding before a Tribunal a person required to appear may be accompanied and represented at the proceeding by a representative of his Club or the organisation to which he belongs.
- (o) In any of the cases referred to in paragraphs (e), (f), (g), (k), (l), (m), and (n) of this rule the representative of the Club, Association or Organisation shall not be a legal practitioner.
- (p)
 - (i) Any person who is required by these rules to attend a hearing of a Tribunal, and fails to attend as required and does not show good cause for such failure; or
 - (ii) Any person who as required by these rules attends a hearing of a Tribunal but refuses to answer any question in the course of the hearing and does not show good cause for such refusal; or
 - (iii) Any person who as required by these rules attends a hearing of a Tribunal and in the course of giving evidence at the hearing willfully endeavors to mislead the Tribunal; or
 - (iv) Any person who attends a hearing of a Tribunal and acts in an unseemly manner;

shall be deemed to be guilty of misconduct and shall thereupon be liable to suspension or disqualification as a player or official or both or to a fine not exceeding one thousand dollars (\$1,000) as the Tribunal may determine.

5.6.4 Game Penalties

- (a) Where the Tribunal applies game suspension as a penalty, such penalties should be specified in terms of a number of SBL games but shall also include any fixture conducted by an affiliated WABF member over that period. Where a game penalty would run over to the next season, a particular date for which the penalty will apply should be specified.
- (b) Game penalties applying to player/coaches shall apply concurrently to the individual both as a player and a coach.

5.6.5 Appeal of Tribunal Findings or Penalties

- (a) Any person or Club found guilty by the Tribunal may, within twenty four (24) hours of notification of the finding, appeal against the finding or the severity of the penalty. Such appeal must be lodged at the SBL Office in writing and must clearly specify the grounds upon which it relies. A bond of one hundred dollars (\$100) must accompany any appeal for it to be considered.
- (b) Such appeal shall be dealt with by the Board within five (5) days of lodgement. No further appeal shall be allowed after consideration by the Board unless new evidence not previously considered is introduced. If the appeal is upheld, the bond will be refunded. If the appeal is dismissed and the Board considers the appeal is not of a frivolous nature, the Board may refund the appeal bond.
- (c) Notwithstanding (b) above, an appeal of any finding or penalty associated with a charge or matter referred to the Tribunal by the Board shall be heard and determined by the WABF Executive as soon as is practical.
- (d) Until such time as an appeal is heard the penalty will stand unless otherwise determined by the Board.
- (e) No appeal will be considered unless any fines associated with the matter being appealed have been paid.

5.6.6 Fighting

Any player, coach or official who engages in fighting, whether or not they are ejected from the game may be subject to a fine not exceeding five hundred dollars (\$500) and suspension by the Tribunal.

5.6.7 Notification and Suspended List

- (a) In addition to any suspension imposed by the Tribunal, a player may be suspended by their registered Club for failure to discharge their contractual obligations, or for failure to comply with training schedules or other disciplinary rules or procedures. In the event that any Club shall suspend a player, it shall give notice in writing of such suspension to the SBL Office. A notice of suspension shall include the name and address of the suspended player, the cause and the duration of the suspension, and such other information as the Club invoking the suspension shall deem relevant.
- (b) The names of any suspended players referred to in 5.6.7 (a) shall be placed on the suspended list for the period of suspension and each Club shall be entitled to the protection of its rights to the services of such suspended players to the same extent as if the players had not been suspended.

5.6.8 Tribunal Travel

- (a) The travel and accommodation for any person required by the SBL to attend a Tribunal hearing will be arranged and paid for by the SBL.
- (b) Notwithstanding 5.6.8(a) if any person is found guilty of a charge by the Tribunal their Club will be liable for the costs of travel and accommodation for any persons that were required by the Tribunal Chairman to attend that Tribunal hearing.

PART 6 - GAME OPERATIONS

6.1 Fixturing

6.1.1 Scheduling Responsibility

- (a) In accordance with clause 5.10 of the Constitution, the Board will determine the fixtures for the regular season and for finals.
- (b) Fixtures will be drawn up to be as fair, both competitively and economically, as possible.
- (c) The SBL season will be held during the 8 months of April to November inclusively. Any variation from this period will be advised at least 6 months prior to 1 April of the year in which that variation will occur.
- (d) No team will be fixtured to play more than one game on any one date or more than three over a three day period without the prior written approval of that team.
- (e) Friday, Saturday and Sunday shall be considered normal days of play. However, games may be played on other days subject to approval by the Board. During finals the team will play when and where the Board determines.

6.1.2 Submission of Venue Dates

- (a) Each Club is required to submit to the SBL by 1 October each year, the dates that their venue will be unavailable for the following season. These dates are necessary so as to leave flexibility for the SBL to draw up fair fixtures and should include as many Friday and Saturday evenings as possible.
- (b) Clubs should also include any special requests to either stage games on, or avoid, certain dates and should note any potential clashes which they perceive may inconvenience their Club.
- (c) Any Club failing to submit the required list by the prescribed date, or which submits an inadequate list without reasonable cause will have no recourse to appeal to change the official fixtures.
- (d) As a general policy, where possible, fixtures will be scheduled to avoid clashes with NBL and WNBL games played in Perth.

6.1.3 Draft Fixtures

Before there are less than eight weeks remaining to the season's start, a draft set of fixtures will be issued to Clubs. After reviewing the draft fixtures, each Club will notify the General Manager of any changes to the draft fixtures which they deem necessary to request. Such requests must be made no later than seven (7) days following the release of the draft fixtures.

6.1.4 Official Fixtures

Before there are less than four weeks remaining to the season's start, the General Manager will issue to Clubs a copy of the official fixtures for the forthcoming season.

6.1.5 Amendment to Fixtures

As a general rule, the official fixtures will not be amended without there being, in the opinion of the Board, compelling reason for doing so.

However, in the event that a Club is unable to provide its home venue for any designated home game (or a substitute facility approved by the Board), the Board shall be authorized to adjust the fixtures as it deems advisable.

6.1.6 Game Abandonment

If a game is abandoned, the Home Club shall contact the SBL Office as soon as possible.

The final decision as to the grounds upon which an abandoned game is cancelled, postponed or proceeded with in this situation lies with the General Manager. If the General Manager cannot be contacted, this decision may be made by the Chief Commissioner.

6.1.7 Team Withdrawal

Should a team for some reason withdraw from the competition prior to the completion of the regular season, the SBL shall determine the fairest way to adjust the competition so that teams that have played or are yet to play the absent team are not disadvantaged.

6.2 Door Charges

6.2.1 Club Door Charges

Each Club has the right to set its own door price for its own regular season home games, exhibition, pre-season or finals games. No door price shall be below the recommended door charge as provided for in 6.2.2.

6.2.2 Recommended Door Charge

Before there are less than eight weeks remaining to the season's start, the SBL shall prescribe a recommended set of door charges. All Clubs will be notified of the recommended door charges and may adopt them. Before there are less than four weeks remaining to the season's start, any proposed deviation in the Club door charge from the recommended door charges must be notified in writing to the SBL office with accompanying reasons.

6.2.3 Board to Determine Minimum Finals Prices

- (a) A minimum door charge for all final round games shall be determined by the Board and notified to all Clubs participating in the finals at least four weeks prior to the commencement of the finals. Any deviation below that minimum door charge shall be subject to the prior approval of the Board.
- (b) No Club shall print its finals tickets nor announce finals ticket prices without the prior permission of the Board.

6.3 Game Timing

6.3.1 Warm Up Period

There shall be a warm up period of not less than fifteen minutes on the court an SBL fixture is to be played on when an alternative court is available for earlier warm up. If no alternative court is available, then a warm up period of not less than twenty minutes shall apply.

6.3.2 Pre-Game Announcements

- (a) When the warm up clock reaches 5 minutes, it shall be stopped and both teams shall return to their respective benches. The court announcer will introduce the players individually, starting with a visiting team player and then alternating and then finally announcing officials of both sides and the referees. Players should proceed to the middle of the court in their playing uniform when their name is announced. Officials and referees should maintain their positions.
- (b) When all players, referees, and officials have been announced, the relevant National Anthem(s) shall be played. All players and officials shall maintain a dignified position during the National Anthem(s).
- (c) On completion of the National Anthem(s), the clock shall be restarted and the teams may recommence their warm up.
- (d) Any modification to this pre game procedure by the Home Club must have the prior approval of the General Manager and be communicated by the Home Club to visiting team.
- (e) Both teams must be present on court for the introductions. Any team failing to so appear will be subject to penalty.

6.3.3 Game Timing

- (a) All men's SBL matches will consist of four (4) quarters of twelve (12) minutes, and womens SBL matches four (4) quarters of ten (10) minutes which shall be fully timed. Teams will attack one goal for the one half then will change goal for the remaining half.
- (b) There shall be a break of two (2) minutes duration between the first and the second quarters, and between the third and the fourth quarters. A half time interval of fifteen (15) minutes shall apply to all SBL games unless otherwise directed by the Board. Five (5) minutes of the half time interval must be available to teams for warm ups.
- (c) If the scores are tied at full time, a further five (5) minutes of extra time will be played to decide a winner. If scores remain tied after this period of extra time, another five minutes is to be played and so on until a winner is determined.

6.3.4 Starting Time Change

- (a) The Game Operations Manager shall ensure that the game commences at the time scheduled.
- (b) If a Club wishes to amend a tip-off time after the release of the official fixtures, it must apply in writing to the General Manager at least twenty-one (21) days in advance of the fixture for which the amendment is required. No such amendment to tip-off time may take place without the prior approval of the Board.
- (c) Upon considering a request from a Club for amendment to a tip-off time, the Board shall inform the Club of its decision. If a requested amendment is approved, it is then the responsibility of the Club requesting the change to notify all relevant parties, including the media, of the new tip-off time.

6.3.5 Half Time Extension

- (a) Half-time extensions are to be used only in extraordinary cases relating to the recognition of competitive achievements (such as retiring a uniform number or the setting of a significant statistical record).
- (b) A half-time extension requires approval of the General Manager and should be requested in writing at least 4 days prior to the fixture for which it is required. This will enable time for the matter to be discussed with the visiting Club.
- (c) The fact that a visiting Club does not object to the approval being granted does not necessarily mean that it will be approved by the General Manager.

6.4 Playing Rules

6.4.1 Rules to apply

All SBL games shall be played in accordance with all FIBA guidelines of rules and ABF playing rules in force from time to time, save for the variations agreed to by the Board and circularised to all Clubs and the SBL Referees Panel.

6.4.2 Points of Emphasis Policy

- (a) On an annual basis, the SBL Board will release a policy statement to all SBL Clubs and game officials. That release shall be made no less than six weeks prior to the start of that season.
- (b) The SBL Board, in forming its Points of Emphasis Policy will consider any rule changes adopted by the ABF and any points of emphasis released by the ABF. The Board will also consider the image of any given SBL game as being the main objective of the Policy.
- (c) The Policy shall include but not be limited to matters of behaviour, the role of all parties, methods of operation concerning officials and evaluation processes.

6.5 Home Team Responsibilities

6.5.1 Game Operations Manager

- (a)(i) The Home Club is required to appoint a Game Operations Manager at least two (2) weeks prior to the commencement of the SBL season and to notify the SBL Office of the appointment. The game operations manager is responsible for, among other things;
- game timing;
 - game statistics collection for both teams and Most Valuable Player voting slips for both teams;
 - compliance with uniform by-laws;
 - compliance with personnel requirements;
 - compliance with SBL signage requirements;
 - compliance with SBL promotion requirements.
- (ii) The Home Club shall display the name of the Game Operations Manager on the official score sheet prior to the commencement of any fixtured game.
- (b) The Home Club shall ensure that the post game procedure as specified by the General Manager is executed accurately and completely.

6.5.2 Change Rooms

The Home Club is required to provide a change room for visiting teams with seating for at least twelve (12). Facilities for showering and toilets must also be readily accessible. The change room must either be lockable or other adequate security arrangements must be provided. The change room should contain a white board or black board and appropriate writing and erasing instruments.

6.5.3 Provision of Ice and Water

The Home Club shall provide water and ice for visiting teams.

6.5.4 Visiting Team Practice

If a visiting team requests practice time at least seven (7) days prior to a fixture, the Home Club must provide at least two (2) hours on the game court for use at a reasonable time. If for some reason the court is unavailable, a suitable alternative should be arranged by the Home Club.

Home Clubs should endeavor to stage practice sessions back-to-back at a convenient time to encourage media attendance.

6.5.5 Access to Games.

Home Clubs are required to give free entry to any person who presents an “SBL PASS”. They should also provide a suitable seat for the game and, if appropriate be given access to a room adequate for them to write up the game stories with telephone facilities to phone in reports. The Home Club is required to do everything possible to accommodate reasonable requests in the setting up of television and/or radio broadcasts.

Home Clubs are also required to give free entry to a max of 18 persons per visiting team as listed by same when executing the Pre Game Procedure.

6.5.6 Game Programme

The Home Club is required to produce a game program of a reasonable standard which complies with the requirements of clause 7.4.3. The game program must include team lists and the current SBL premiership table as well as a timetable of events.

At the beginning of each season, each Club must lodge a copy of its standard Home game program, with the SBL Office

6.5.7 Milestones

The onus is on the visiting team to advise Home Clubs of up-coming milestones that the visiting team may wish to be recognised should the particular milestones be reached in a particular game. Home teams are required to recognise all such milestones requested by the visiting team and should also recognise milestone achievements made by their own team.

Milestones for referees are to be recognised. Such recognition may be done through the game programme and/or over the public address system. In some cases, it may be in order to make a special presentation.

6.5.8 Pre Game Procedure

All Clubs are required to accurately and completely execute the Pre Game Procedure as specified by the General Manager.

6.5.9 Balls

Should it be required, Home Clubs are to provide 3 warm up balls to the visiting team. The game ball which must be the SBL approved brand may not be used by either side in warm ups and must be reasonably worn in.

6.5.10 Option of Ends

The Home team has the option to choose which end it will attack in the first period, which team bench it will use and which end it will use for the pre game warm up.

6.5.11 Bench

At all times while in the venue, the security of the visiting team is the responsibility of the Home Club. This includes the security of the players bench where the visiting team must be sheltered from undue harassment or interference from the fans.

6.5.12 Score Sheet

The score sheet is to be totalled on a period by period basis.

6.5.13 After Game

The game is not officially concluded until the referees have checked and signed the score sheet.

6.5.14 Disruption of Game

The use of arena music, sound systems and/or lights to disrupt the play of a visiting team in any way is prohibited. The Home Club is responsible to ensure this does not occur and any violation will be dealt with as soon as practical by the SBL. (For example, while the visiting team is attempting a free throw, the playing of music or flashing of lights is not acceptable nor is disruption from the court announcer.)

6.5.15 Floor Maintenance

- (a) It is the responsibility of the Home Club to ensure that a minimum of four persons are available during the game to mop dry any wet spots which may be on the floor. Game officials are not permitted to perform this duty.
- (b) No promotions may be conducted by any Club, either pre game or during the half time break, that involve the introduction of moist or sticky substances to any part of the wooden surface, either within the playing area or on the area surrounding the floor.

6.5.16 Organised Medical Procedures

- (a) The Home Club shall have an organised procedure to follow in the case of serious injury and with which the Game Operations Manager is familiar. Such a procedure must have the prior approval of the Board. This procedure should include where possible, a doctor or physiotherapist in attendance of the game.
- (b) A Home Club should have first aid facilities available for spectators present at the game.

6.5.17 Safety Precautions

To avoid possible injury, glassware of any type is not permitted in team and officials dressing rooms.

6.5.18 Videotaping of Games

Each Home Club must double-videotape each game (men and women) unedited, from beginning to end then provide, immediately after the game (men and women), a copy of the game tape to the Visiting Club, and preserve their copy of the tape for ten (10) business days in a secure place.

The beginning of each game shall be considered as the start of the official warm up period (15 minutes prior to tip-off) and the duration of the game as far as the videotape is concerned shall include all time outs and stoppages of play. The end of the game shall be considered as being the time when all persons from both teams have left the court area.

If requested by the General Manager the Home Club shall forward a copy of their tape of the game to the SBL office in the manner specified by the General Manager.

The quality of such videotape must be approved by the General Manager.

6.6 Personnel

6.6.1 Game Night Personnel

Each Home Club will appoint the following personnel who are required to be in attendance at every home fixture:

- (a) Game Operations Manager (refer 6.5.1)
- (b) Team Liaison Officer

Home Clubs are required to make known to the Visiting Team Leader at least forty (40) minutes prior to the commencement of the game a liaison officer for the visiting teams who shall be present at the games and look after the reasonable needs of the visiting teams.

- (c) Referees Liaison Officer

Home Clubs are required to make known to the Visiting Team Leader at least forty (40) minutes prior to the commencement of the game a liaison officer for the game referees. The Liaison Officer shall be present at the game and look after the reasonable needs of the referees and game officials. Such a liaison officer should consult with the General Manager to determine what the League requirements are as to the welfare of referees. The liaison officer is also responsible to supply security for referees when and if required.

- (i) The SBL office shall advise each home Club of all appointed game officials by facsimile at least 48 hours before the commencement of a fixtured game.
- (d) Media Liaison Officer
- (e) A Team Leader for each of that Club's teams which are participating at that fixture.
- (f) Five personnel, including three (3) ABF accredited individuals, to record the score as specified by the SBL.
- (g) Two (2) persons to record Home team statistics as specified by the SBL, and should the Visiting team notify the Home team at least five (5) days prior to the commencement of the game that they require statistics personnel to be supplied, a further two (2) persons to record Visiting team statistics.

6.6.2 Visiting Team Leader

As specified in clause 1.7.2, each visiting team shall have present at the game a Team Leader who shall be required to identify themselves to the Game Operations Manager at the fixture.

6.7 Protest Procedures

6.7.1 Result Protest

- (a) Should a team believe that its interests have been adversely affected by a decision of a referee, score table official or by any other event that took place during a game, it must proceed at the moment when the incident takes place or when the ball is next dead by, the Captain of the team making his/her observations to the referee in a calm and courteous manner. The referee may explain his/her decision, or if necessary examine the scoresheet and check the score and playing time. If this interruption exceeds thirty (30) seconds it shall be charged as a timeout to the team in question unless the referee decides otherwise, recognising the validity of the observation (FIBA Rules) .
- (b) Should the final buzzer fail to operate or not be heard in the case where the result of a game hinges on a determination of when the buzzer went, the referees will make a final determination after following the procedure outlined in article 22 of the FIBA Rules. This decision may not be appealed.
- (c) If a Club is of the opinion that one of its players, coaches or officials has been unfairly dealt with by an opposition player, coach or official, they may request the General Manager to investigate the incident. Such a request must be in writing and clearly state the grounds for the request and provide whatever documentary evidence that is considered necessary to support their claim. This request must be received by the SBL office within twenty-four (24 hours) of the conclusion of the fixture and must be accompanied by a bond of two hundred dollars (\$200) which shall be returnable should the complaint be upheld. The General Manager will then refer the matter to the Tribunal for consideration.

6.7.2 Finals Provisions

- (a) Notwithstanding the above, no protest may be lodged in connection with any game played in the regular season after midnight of the day of the last game of the regular season.
- (b) In respect of game or incident protests arising from finals games, such a protest must be lodged with the SBL Office no later than midnight of the day of the game or incident.

6.7.3 Notification of Protest

Upon receipt of a protest, the General Manager shall at once notify the SBL Administration of the opposing team in the game protested.

6.8 Forfeited Games

- (a) A forfeit is deemed to occur when insufficient players representing a team are present at the fixtured starting time for a SBL fixture. A Club whose team for any reason fails to appear for or complete any fixtured pre-season, regular or finals game, including overtime, except for acts of God or related events beyond such team's control shall be deemed to have forfeited that game and shall be liable upon recommendation of the General Manager, to a fine not exceeding two thousand dollars (\$2,000) and suffer such additional penalty as shall be deemed appropriate by the SBL.
- (b) Notwithstanding Clause 6.1.6, a forfeited game shall not be replayed.
- (c) In the event of a forfeit, the team forfeiting shall be deemed to have lost the game with a score of zero points to two and premiership points shall be awarded accordingly.
- (d) When play in a fixture commences and the game is subsequently abandoned, all players on the scoresheet and in attendance shall be deemed to have participated in the fixture. For the purposes of player finals eligibility, if the game is subsequently replayed, any player on the scoresheet who was on the scoresheet for the abandoned game shall only be credited with one game's participation in terms of that fixture.
- (e) When a fixture is forfeited, only those players on the scoresheet for the team which did not forfeit will be deemed to have been in attendance and to have participated in the fixture.

6.9 Premiership Table

- (a) Competition points shall be allocated for each game completed in accordance with the official fixture list as follows:
 - Win - 2 Points
 - Loss - 0 Points
- (b) A premiership table shall be kept indicating the number of premiership points won by each team. The order of standing on this table, during the regular season, shall be determined in descending order by the percentage of games won to games played.
- (c) In the event of 2 or more teams being level on points at the end of the regular season, eligibility to compete in the finals series shall be on the basis of, firstly the team who won the most games between those sides tied and then if a tie still exists, secondly on percentage of points scored for as compared with points scored against in the regular season fixtures between the teams involved in the tie. If a tie still exists, they shall be ranked by the number produced by dividing total points scored for into total points scored against for all fixtures in the regular season. If after this a tie still exists, the team with the lowest amount of points scored against them in the regular season shall take priority.

6.10 Finals

- (a) In regard to the men's competition, there shall be a final eight (8) in any one year of SBL who shall contest a final series for that competition. In regard to the women's competition, the final number shall be four (4).
- (b) A draft play-off schedule will be drawn up as soon as is practicable by the General Manager following the completion of the SBL regular fixtures. Such a schedule will take account of the travel needs of the teams involved and potential clashes with NBL and WNBL fixtures. The draft schedule will then be referred to the teams involved for comment prior to finalisation. The finals fixtures will then be finalised and provided to all Clubs.
- (c) All finals are under the control of the Board and will be played at the times and venues decided by the Board.
- (d) The format of the finals will be determined by the SBL Board and published prior to the start of each season.
- (e) Unless specified by the Board, the team finishing lower on the ladder at the conclusion of the regular season will host the first game of the relevant series.
- (f) The travel and accommodation costs for a team travelling to a finals game will be its responsibility.
- (g) The designated home team for a finals game will assume all responsibilities normally associated with a regular season home game unless otherwise directed by the General Manager.
- (h) A total of eighteen (18) free tickets are to be provided to the visiting team in any finals game in which they are competing. In addition, at least four (4) of the best available seats should be provided which the visiting team may use in a manner they see fit, providing such use does not, in the opinion of the General Manager, conflict with sponsors of the designated home team.
- (i) Notwithstanding 6.10(d), in the case of the Grand Final, the Board may determine to hold a one-game final at a larger venue under its control.

In this case, and when profits allow, the SBL may provide the Clubs participating in the Grand Final a contribution to travel and accommodation costs.

6.11 Other Game Provisions

6.11.1 Abandoned Games Authority

For the purpose of game abandonment the game officials' jurisdiction begins with the opening tip-off. Prior to this, it shall be the decision of the Game Operations Manager whether or not playing conditions are such to warrant abandonment.

Once the game begins, if because of extremely hazardous playing conditions the question arises whether or not the game should be abandoned, the referee shall see that every responsible effort is made to continue the game before making the decision to terminate it.

6.11.2 Bench

- (a) During the game, the bench shall be occupied only by the coach, assistant coach (s), players and trainer/manager.
- (b) If any of the personnel outlined in 6.11.2(a) leave the bench area during an altercation and enter onto the playing court, that person shall be subject to an automatic penalty of fifty dollars (\$50). In addition, upon recommendation of the General Manager such behaviour may be referred to the Tribunal for further action.

6.11.3 Ejected Coach or Player

- (a) A player, coach or assistant coach, upon being notified by an official that they have been ejected from the game, must leave the playing area immediately and remain in the dressing room of their team during such suspension until the completion of the game or leave the building. Violation of this rule shall call for an automatic fine of two hundred dollars (\$200). A further fine not to exceed five hundred dollars (\$500) and possible forfeiture of the game may also be imposed for any violation of this rule.
- (b) The use of messengers and/or telephones or any other electronic media to transmit information from the ejected coach to the bench is in violation of the spirit of this rule and is subject to appropriate penalties.

PART 7 - OTHER

7.1 Trophies and Awards

- (a) The Board or its nominated representative shall have power to allocate trophies and awards for meritorious performance during the SBL competition. Such allocation shall be decided upon by a manner deemed appropriate by the Board.
- (b) Any monetary prize shall be paid in cheque form.

7.2 Use of Illegal Drugs

The SBL will abide by the Doping policy of the ABF as outlined in Appendix C.

7.3 Spectator Conduct

- (a) Any spectator who uses obscene, profane or objectionable language in a manner which, in the opinion of the game officials, is so extreme as to render the officials unable to satisfactorily perform their duties will, at the direction of the referee, be given one warning by the game operation manager. If the same spectator continues to act in a like manner, they will be ejected from the venue by the game operations manager or their representative at the direction of the referee.
- (b) Any spectator guilty of intentional physical contact with a game official before, during or after a game will be ejected from the venue by the game operations manager or their representative and be liable to further action.

7.4 Promotion/Media

7.4.1 Pre-season Promotion

- (a) Each Club is required to provide to the SBL Office player profiles for its top six(6) players (including photographs) by no later than six (6) weeks prior to the seasons start. These profiles may be used by the SBL for publicity or promotion purposes and should also be provided to local media outlets.
- (b) Each Club is encouraged to hold an official team launch (eg. presentation of uniforms) at some time in the six weeks prior to the commencement of the regular season. Clubs must inform the General Manager of the date of the launch at least five (5) business days prior to that launch.

7.4.2 Game Promotion

Each club is required to promote their home games to the best of their ability.

7.4.3 Game Program

- (a) All home teams are required to produce a programme for every game.
- (b) Game programmes must give acknowledgment to SBL sponsors as directed by the General Manager.
- (c) Game programmes must avoid making derogatory or inflammatory statements about visiting teams, players, coaches, or referees.

7.5 SBL All Star Game

- (a) The General Manager on direction of the Board may implement the staging of Allstar games.
- (b) Subject to the approval of the Board, Clubs may organise and stage these games on behalf of the Board.
- (c) Clubs may not unreasonably prevent a player/or coach from participating in any official SBL Allstar game.

7.6 Pre-Season and Exhibition Games

- (a) Any Club wishing to hold a pre-season or exhibition or practice game using any reference to the SBL must obtain approval from the SBL at least forty eight (48) hours prior to the game.
- (b) The Home Club must play the game in their own Licence Area. If the game is not to be held in the Home Club's regular venue, then adequate preparation of the venue to be used should occur to maintain the image of the SBL.
- (c) For the purposes of such games, the Home Club has the first choice of uniform.
- (d) Any such game must be presented in a similar manner to any regular SBL fixture unless approval is given by the Board, upon application in writing from the Home Club, for variance to those requirements. The minimum requirements for such SBL games will be specified by the General Manager.

PART 8

By-Law 8. Doping Policy

8.1 The Australian Basketball Federation Inc. shall institute and enforce the Doping Policy of the Australian Basketball Federation Inc. as set out hereunder for any interstate basketball competitions and championships organised and conducted by the ABF and for players and officials of any national teams and as modified from time to time by the Board.

In this policy, the following words shall have the meanings set forth below:

“Player” shall mean a member or potential member of an Australian National Basketball Team and/or members of a member body of persons competing in any basketball competition under the control or auspices of a member body.

“Doping” shall have the same meaning as determined from time to time by the International Olympic Committee.

“Member body” shall mean a member of the ABF pursuant to its constitution.

“Official” shall mean an official or responsible authority, coach, medical practitioner, sports scientist or psychologist or other person associated with basketball other than as a player.

“Responsible authority” shall mean the Australian Basketball Federation, the Federation of International Basketball Associations (FIBA), the State Basketball Associations, the National Basketball League, the Womens National Basketball League, the Australian Olympic Federation, the International Olympic Committee, the Australian Sports Commission and the Australian Sports Drug Agency.

and such words when used in the plural shall have a corresponding meaning.

8.1.1 Doping is forbidden.

8.1.2 This policy applies to all member bodies, players and officials.

8.1.3 All basketball officials and players are liable to doping controls which shall be conducted by the ABF Medical Commission, the FIBA Medical Commission, the Australian Sports Drug Agency or body as delegated by the ABF in conformity with the rules from time to time of the IOC Medical Commission.

8.1.4 All member bodies shall cause all players and officials to be liable to a doping control examination to be conducted in conformity with the rules of the IOC Medical Commission. All member bodies shall permit the ABF Medical Commission or delegated bodies to:

- (i) attend competitions conducted by them or under their auspices and conduct doping control examinations on players and officials, and
- (ii) conduct doping control examinations on their members out of competition, which examinations shall be in addition to those conducted by the responsible authority or authorities concerned.

8.1.5 Samples taken by the ABF Medical Commission or by a member body shall be analysed by a laboratory accredited by the IOC (provided however that the first sample may be analysed at the Australian Government Analytical Laboratory at Pymble, New South Wales, notwithstanding that it is not accredited by the IOC).

Two samples shall be taken and upon being informed by the laboratory that the analysis of the first sample reveals a breach of the doping provisions, the Chairman of the ABF Medical Commission or a duly authorised officer of the member body will authorise the analysis of the second sample. Upon being informed that the analysis of the second sample confirms the breach of the doping provisions, the Chairman or such duly authorised officer shall notify the Chief Executive of the ABF.

8.1.6 Players and officials are liable to any number of doping control examinations in any year, whether in or out of competition.

8.1.7 Subject to Rule 8 of this policy:

- (i) any player or official who is found by a responsible authority to have taken or used prohibited drugs or stimulants or participated in other related doping practices prohibited by that responsible authority (all of which are hereinafter called “doping provisions”) will be ineligible for selection in any Australian National Basketball Team or in any basketball competition under the control or auspices of the ABF (including its member bodies or to hold any position on the ABF) or from officiating at such competitions for the following periods:
 - (a) up to three months for inadvertent banned drug use;
 - (b) two years for a first positive drug test;
 - (c) and life for a second offence.

Inadvertent drug use includes a cough suppressant, pain killer, decongestant or antihistamine where Doping Control Tribunal is satisfied that the drug was taken orally and without the intention of enhancing sporting performance.

The sanctions on any such player or official will be determined by the Doping Control Tribunal as set out in Rule 14.1.8.

The ABF reserves the right to review a penalty imposed on a player from time to time.

- (ii) Any official or other person who aids, abets, counsels or procures or is knowingly involved in a player’s breach of a responsible authority’s doping provisions will be ineligible for selection in any Australian National Basketball Team for life and will be ineligible to hold any position within the ABF or hold any position within the ABF or hold any position in any of its member bodies or from officiating at ABF sanctioned events.
- (iii) If already selected in an Australian National Basketball Team or holding an ABF or member body position, such player and/or upon any breach of the doping provisions.

8.1.8 The Doping Control Tribunal shall consist of three independent members acceptable to the ABF and the member body and shall not be comprised of members of the ABF Executive or ABF Medical Commission. The Doping Control Tribunal can appoint an independent medical practitioner to assist the Tribunal with technical material relating to any inquiry.

Upon receipt of notification pursuant to Rule 14.1.5, or upon being notified by any responsible authority that there has been a breach of that authority's doping provisions, the Chief Executive shall notify in writing the player or official or person concerned indicating the nature of the finding of the responsible authority and stating that such person shall have the opportunity to be heard by the Doping Control Tribunal at a meeting the date of which shall be stated in such notice and indicating that the offending person may present to the meeting any relevant material as to why he or she should not be subject to the penalties prescribed by the Rule.

Any decision of the Doping Control Tribunal to impose a lesser penalty lesser than prescribed in the Rule, shall be in its sole and absolute discretion except in the case of appeal.

A person in breach of the Authority's doping provisions following the findings for the Doping Tribunal, may appeal to the Chief Executive of the ABF for such appeal to be heard by the Appeal Tribunal. The Appeal Tribunal, appointed by the Chief Executive of the ABF or his nominee, shall have three independent members, the chairperson being a legal practitioner and the other two members representing the ABF and the member body; all three members should be acceptable to the ABF and the effected member body and not have been members of the Doping Control Tribunal.

The Appeal Tribunal can appoint an independent medical practitioner to assist the Tribunal with technical material relating to the inquiry and/or appeal.

8.1.9 Any Australian National Basketball team official or member who refuses to submit to a doping control examination will immediately be removed from that team and will be ineligible to officiate at any ABF sanctioned competition and will be ineligible for life for selection in any Australian National Basketball Team or competition in any basketball competition under the control or auspices of the ABF or one of its member bodies and will be ineligible to hold any position within ABF or its member bodies. Any other basketball official or player who refuses to submit to a doping control examination will be ineligible to officiate at any ABF sanctioned competition and will be ineligible for life for selection in any Australian National Basketball team for life and will be ineligible to participate in any basketball competition under the control or auspices of the ABF or one of its member bodies and will be ineligible to hold any position within the ABF or member bodies.

8.1.10 It is the intent of this policy that if a responsible authority or member body conduct doping control examinations they do so in conformity with the rules of the IOC Medical Commission, but failure to conduct doping control examinations in conformity with these rules shall not of itself invalidate the findings of any such doping control examination.

8.1.11 This policy shall also apply to the Director or other officer of any corporation, body and any committee member or officer of any association or body, where it is reasonably suspected that such

Director, committee member or officer has been knowingly involved in, or acquiesced in, or approved of such corporation or association aiding, abetting, counselling or procuring a player's breach of a responsible authority's doping provisions.

Any such Director, committee member or officer shall be liable to the same penalty as if he or she were an official.

8.1.12 The Australian Basketball Federation Executive Board or delegated body will be responsible for the administration and implementation of this policy.

8.2 All members as defined in 6.1.1 and 6.1.2 in the Constitution shall be required to submit to the Australian Basketball Federation for approval appropriate clauses for inclusion in their constitution, memorandum of associations and their rules.

STATE BASKETBALL LEAGUE

SALARY CAP FORM

WITH RESPECT TO BASKETBALL PAYMENTS (SALARIES)

I, _____

of _____

DO SOLEMNLY AND SINCERELY DECLARE as follows:

1. I am the President of the _____ (name of club/assoc.) (the "Club") and am authorised to make this salary cap declaration on behalf of the Club.
2. I have been shown and read a true, complete and accurate copy of each written contract between the Club (or persons acting on behalf of the Club with its authority) and all the players and coaches of the club.
3. The aggregate amount or value of all Basketball Payments (salaries) given to or applied for the benefit of or agreed to be given to or applied for the benefit of Players, coaches and Associates of the Players and coaches of the Club's team(s), by persons acting in concert with the Club and by persons acting pursuant to any agreement, arrangement or understanding, formal or informal with the Club in respect of Calender Year _____ is \$_____.

And I sign this form sincerely believing the same to be true and accurate.

DATE _____

PRESIDENT _____

DATE _____

WITNESS _____

OPERATIONS MANUAL

Game Operation Manager's Report and Checklist

List of Significant Dates and Checklist

Foreign Players Guidelines

Box Office Statement

Security Guidelines

Standard Contract (Player and Coach)

Clearance Form

SBL Registration Form

Game Evaluator Venue Report

Report Form

Clearance Guidelines

Contract Guidelines

Pre Game Procedure

Post Game Procedure

Medical Procedure Guidelines

Registration Guidelines