

**WESTERN BORDER FOOTBALL LEAGUE INCORPORATED**

**CONSTITUTION**

**&**

**RULES**

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**Constitution**

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**WESTERN BORDER FOOTBALL LEAGUE**

**CONSTITUTION**

1. **NAMES AND OBJECTS**

The name of the League is the Western Border Football League Incorporated.

* 1. In each and every instance where the "League" and "this League" is mentioned in this Constitution and Rules, Western Border Football League Incorporated is intended.
	2. In each and every instance where the "Act" is mentioned in this Constitution and rules, the “Act” means the Association Incorporations Act, 1985
	3. The League shall have all the powers conferred by section 25 of the Act.
	4. The Objects of the Association are to:
		1. Encourage, promote, advance and administer the game of Australian Rules Football throughout the Region
		2. Arrange, conduct and regulate competitions in the game of Australian Rules Football
		3. Maintain and enhance the reputation of the game of Australian Rules Football and the standards of play and conduct of Participants; and
		4. Undertake and or do things or activities which are necessary, incidental or conducive to the advancement of these Objects
1. **INTERPRETATIONS**

In the construction of these rules, except where expressly provided or where the context otherwise admits or requires:

‘Act’ shall mean the Association Incorporations Act, 1985;

‘Affiliated League’ means a Football League which has affiliated with SANFL under Rule 9.4 of the SANFL Constitution;

‘Affiliated League Club’ and ‘Club’ means a football club which is a member of, or which fields a team in a football competition conducted by an Affiliated League;

‘AFL’ means the Australian Football League;

‘Transfer’ means an approval to transfer as a player from an Affiliated League Club under Regulation 8 of the SANFL Regulations;

‘Financial indebtedness’ means a debt owing by a player to a Club for subscriptions in respect of the last season in which the player played football for that Club or any other debt owed by a player to a Club whenever incurred;

‘Financial Year’ means the period commencing on 1 November in a year and ending on 31 October in the following year;

‘Investigations Committee’ means the Investigation Committee appointed by the Board of Directors of the SANFL;

‘League’ and ‘this League’ means the Western Border Football League Incorporated;

‘WBJFL’ means the Western Border Junior Football League Incorporated;

‘SANFL’ means the South Australian National Football League Inc.;

‘SEFUL’ means the South East Football Umpires League

‘Season’ means the period between 1 February and 31 December in each calendar year.

1. **AFFILIATED MEMBERS/CLUBS**
	1. The League shall consist of the following clubs:
	2. Casterton Sandford Football & Netball Club Inc
	3. East Gambier Sportsmen’s Club Inc
	4. Millicent Football & Netball Club Inc
	5. North Gambier Football & Netball Club Inc
	6. South Gambier Football Club Inc
	7. West Gambier Football Club Inc

providing the club remains affiliated under clause 4, and such other clubs as provided for in clause 3.5.

* 1. Clubs desiring to transfer to another Affiliated League shall lodge a written application with their League Secretary who shall forward it immediately to the Affiliated Leagues Investigation Committee.
	2. Such application will be investigated by the Investigation Committee and determined within 60 days of receipt of the Application.
	3. Any application by a club to transfer to another Affiliated League must be lodged by Certified Mail by August 31st in any year.
	4. Any club seeking admission to the Western Border Football League shall comply with the following conditions:
		1. All applications for admission into the League must be made to the Board, in writing not later than 60 days prior to the Annual General Meeting for consideration.
		2. Supporting evidence from the proposed applicant must be presented to the Western Border Football League Board for assessment prior to being distributed to all affiliated Western Border Football League club delegates.
		3. Applications for admission to the League will be by a clear majority vote of 75% of member clubs.
		4. Successful applicants shall pay to the League an entrance fee to be fixed by the existing League Board and Members Clubs.
		5. Such applications must be approved by the South Australian Community Football League Investigations Committee.
1. **SUBSCRIPTIONS AND FEES**

The Board will:

* 1. fix annual membership subscriptions and these annual membership subscriptions will be presented at the Annual General Meeting for approval
	2. fix other such fees or levies as the Board considers prudent for the effective and sustainable management of the affairs of the Association
	3. determine the time for and manner of payment of subscriptions, fees and levies by Members of the Association
	4. The Board may fix subscriptions, fees or levies at different rates for different categories of Membership and may determine that no subscriptions are payable by one or more categories for any year
	5. The Board may also authorise payment of subscription, fees or levies by instalments for some or all categories of Membership and it may prescribe different terms of instalments for different categories of Membership
	6. On admission to Membership a new Member must pay the current full year’s subscription, unless the Board agrees to accept payment in instalments
	7. The Board may waive all or part of a Member’s subscriptions, fees or levies and may agree terms of payment for a Member different from those applicable to other Members of the same category if the Board is satisfied that there are special reasons to do so.
1. **LEAGUE AFFILIATION**

The League shall affiliate with the South Australian National Football League, and/or any other body that the League may direct.

1. **SOUTH AUSTRALIAN NATIONAL FOOTBALL LEAGUE INC REGULATIONS**

In all matters not provided for in these rules the South Australian National Football League Inc Regulations will apply.

1. **DISSOLUTION OF LEAGUE**

In case it shall appear at any time advisable or necessary to dissolve the League, a special meeting duly called for the purpose shall have the power by a three quarters majority of the delegates of all clubs in the League, to resolve that the League be absolutely dissolved and the same shall thereupon be dissolved and the affairs thereof be wound up accordingly in such a manner as the meeting shall direct.

If after such dissolution there remains “surplus assets” as defined by the Act, such surplus assets shall be only distributed to any organisation which has similar objects and has rules which prohibit the distribution of its assets and income to its members.

1. **LEAGUE BOARD**
	1. League Board

The Board constitutes the committee for the purposes of the Act

* 1. General Powers of Board
		1. Subject to the Act and this Constitution, the business and affairs of the Association must be managed by the Board which may exercise the powers of the Association for that purpose.
		2. The Board must perform its functions in the pursuit of the Objects and in the interests of the Association as a whole, having regard to the Association’s position as the governing body for Sport
	2. Limitation

The Board may not cause the Association to disaffiliate from the SANFL or AFL without an Ordinary Resolution of the Members in General Meeting

* 1. Composition of the Board

The Board will comprise:

* + 1. Up to five (5) Elected Directors, elected under Clause 8.5; and
		2. Up to two (2) Appointed Directors under Clause 8.6
		3. The Board may allocate portfolios to all, or some, Directors
	1. Elected Directors
		1. Nominations
1. The Board must call for nominations for Elected Directors *at least 21 days prior to the Annual General Meeting*
2. The Board may, when it calls for Nominations, indicate which portfolios on the Board it wishes to fill, the portfolio guidelines for those portfolios and the qualifications or experience it considers desirable for those portfolios
	* 1. Form of Nomination

Nominations must be:

1. Be in writing
2. Be in/on the prescribed form provided for that purpose
3. Be signed by the nominee
4. Be signed by two nominators who must be official representatives of an Affiliated Member/Club
5. Disclose any position the nominee holds in a Club, including as an officer, a Participant, a delegate or an employee
6. Be delivered to the Association not less than seven (7) days before the date fixed for the Annual General Meeting
	* 1. Elections
7. If the number of nominations received for the Board does not exceed the number of vacancies to be filled, those nominated will be declared elected at the Annual General Meeting.
8. If at any stage the number of nominations for the Board exceeds the number of vacancies to be filled, an election must be conducted at the Annual General Meeting
9. Elections will be conducted in such a manner and method as may be determined by the Board from time to time, or if the Board has not made a determination by the method determined by the chairperson of the Annual General Meeting
10. If at the close of the Annual General Meeting, vacancies on the Board remain unfilled, the vacant positions will be casual vacancies under Clause 8.7.1
	* 1. Term of Appointment for Elected Directors
11. Subject to Clause 8.7.1, the term of office of each Elected Director begins at the conclusion of the Annual General Meeting at which the election occurs.
12. If the law requires the Elected Director to have a particular qualification or clearance (eg police clearance) the Elected Director’s term will not begin until the qualification or clearance has been established.
13. Elected Director Positions shall be elected for a two (2) year term. In order to preserve continuity, the Board shall be elected on the basis of two (2) vacancies in one year and three vacancies (3) in the alternate year.
	1. Appointed Directors
		1. Appointment of Appointed Directors

The elected Directors may appoint up to two (2) Appointed Directors

* + 1. Qualifications of Appointed Directors

In appointing directors, the Elected Directors should have regard to which personal skills and experience the Board thinks will complement the Board composition.

* + 1. Term of appointment
1. The term of each Appointed Director must be fixed by the Elected Directors at the time of the appointment
2. An Appointed Director whose term of office ends is eligible for reappointment
	1. Vacancies on the Board
		1. Casual Vacancies

Any casual vacancy occurring in the position of Elected Director may be filled by the remaining Elected Directors. A person appointed to fill a casual vacancy holds office until the expiration of the Elected Directors term that the casual vacancy replaced, as per Clause 8.5.4(d) (ie depending on election cycle).

* 1. Grounds for Termination of Director

The office of a Director becomes vacant if the Director:

1. Dies
2. Becomes bankrupt or makes arrangement or composition with creditors generally
3. Suffers from a severe health impairment or incapacity that makes it untenable to continue in the Position
4. Is disqualified from office under Section 30 of the Act
5. Resigns his or her office by notice in writing to the Association
6. Is absent without consent of the Board from all meetings of the Board held during a period of three (3) months
7. Holds any office of employment with the League
8. Is directly or indirectly interested in any contract or proposed contract with the Association and fails to declare the nature of his or her interest
9. Is removed by the members in a General Meeting; or
10. Would otherwise be prohibited from being a director of a corporation under the Association Incorporations Act, 1985
11. If a director is removed by resolution of the Affiliated Members, the Director cannot be reappointed to the Board as a Director eg to fill a casual vacancy without a further resolution of Affiliated Members authorising the appointment, and in any case cannot be re-appointed for at least twelve (12) months from date of removal.
	1. Board May Act

If there are any vacancies on the Board, the remaining Directors may act but, if the number of remaining Directors is not sufficient to constitute a quorum at a meeting of the Board, they may only act for the purpose of increasing the number of Directors to a number sufficient to constitute a quorum.

* 1. Board to Meet
		1. The Board must meet as often as it considers necessary in every year for the dispatch of business but as a minimum at least once per quarter, subject to any minimum requirements under the Act, Subject to this Constitution, the Board may adjourn and otherwise regulate its meetings as it sees fit.
		2. Any two (2) Directors acting jointly may at any time convene a meeting of the Board on reasonable notice to the other Directors, and if such meeting is convened, an agenda must be provided to all other Directors and no other business must be transacted.
		3. Non Personal Attendance

A Director may attend a meeting by telephone or other electronic means by which he or she can hear and be heard by the other Directors

* + 1. Decisions of Board

Subject to this Constitution, business transacted at any meeting of the Board may be decided by Ordinary Resolution. Each director has one (1) vote on any question.

* + 1. Casting Vote

The Chair does have a casting vote.

* + 1. Resolutions not in Meeting
1. Subject to Clause 8.10.6(d), the Board may pass a resolution without a Board meeting being held if all Directors entitled to vote on the resolution sign a document containing a statement that they are in favour of the resolution set out in the document. The resolution is passed when the last Director signs
2. For the purpose of Clause 8.10.5(a), separate copies of a document may be used for signing by those entitled to vote if the wording of the resolution and statement is identical in each copy
3. Any document referred to in this Clause may be in the form of electronic transmission
4. A resolution may not be passed under Clause 8.10.6(a) if, before it is circulated for voting under Clause 8.10.6(a), the Board resolves that it can only be put at a meeting of the Board
5. A resolution passed under this Clause must be recorded in the minute register
	* 1. Quorum

At Meetings of the Board the number of Directors whose presence is required to constitute a quorum is:

1. If the number of Directors then in office is an even number, half of the Directors plus one; or
2. If the number of Directors then in office is an odd number, half of the number of Directors rounded up to the next whole number
	* 1. Chairperson

The Board must appoint one of its Directors as its Chairperson. The Chairperson will act as Chair of any Board meeting or General Meeting at which he or she is present and unless the Board decides otherwise is the nominal head of the Association. If the Chairperson is not present, or is unwilling or unable to preside at a Board meeting the remaining Directors must appoint another Director to preside as Chair for that meeting only.

* + 1. Director’s Interests

The Directors must comply with sections 31 and 32 of the Act regarding disclosure of interests and voting on contracts in which a Director has an interest.

1. **LEAGUE SECRETARY**
	1. The Board may, from time to time, engage employees or contractors and other personnel it considers necessary or appropriate to provide operational and administrative support to the League and Board, in each case for such period and on such terms and conditions as the Board determines.
	2. Such persons are entitled to attend and debate at Board and General Meetings, but shall not be entitled to a vote.
2. **AUDITOR**

An auditor shall be appointed at the Annual General Meeting of the League and they shall audit the League's books annually, or at such other times as the League shall determine, and report thereon and any such report will be presented to member clubs at the Annual General Meeting.

1. **DELEGATES**
	1. Each League club shall be represented by 1 delegate and the Secretary of each club shall notify the Secretary of the League in writing prior to the Annual Meeting of the League of the appointment of its delegate and proxy delegates.
	2. Each delegate to the League shall hold office from the commencement of the next ensuing Annual General Meeting of the League held in the year next following, save as is hereinafter otherwise provided.
	3. In the event of a delegates death, retirement, expulsion or failure to be elected or appointed by a club as representative at or subsequent to his/her club's Annual Meeting the League club whose representative s/he was shall make application to the League to declare the office vacant and proceed forthwith to elect or appoint another person to act in his/her stead as representative for the balance of the then current League year.
	4. No delegate shall have the right to vote or privilege of taking part in any question arising in the League unless a notification of his appointment signed by the Secretary of the League club which he represents is in the hands of the League Secretary.
	5. Any delegate member who is unable to attend any meetings of the League may appoint one of the proxy delegates nominated by his League club to attend and vote.
	6. The League may refuse to accept as a delegate or proxy delegate or delegates or proxy delegates any one or more of the persons so nominated, and must provide the reasons for such refusal to the Secretary of the club from which the delegate was nominated.
2. **LIFE MEMBERS**
	1. The League shall have the right to elect Life Members. Such Life Membership shall be given to those who have given outstanding service to the League. Such Life Members will be eligible to attend all functions and competition matches within the league. Life Members shall be presented with a medallion and certificate at the League Medal Count or official League function.
	2. Any member may recommend a person for Life Membership by notice in writing to the Board. A recommendation made under this Clause must include a written report outlining the history of service of the nominee
	3. A person may be appointed a Life Member only by Special Resolution put to an Annual General Meeting by the Board.
	4. A Life Member has the right to receive notice of General Meetings and be present and debate but not to vote at General Meetings.
	5. A Life Member cannot be required to pay fees or subscriptions (other than fees that are required to be paid by a Participant in his or her capacity as a Participant)
	6. A Participant who has played a minimum of 300 matches in the senior competition (ie can be a combination of A Grade & Reserves Grade games) of the Association may be granted Life Membership of the Association at the discretion of the Board
	7. All Life Members may also receive other privileges and benefits as determined by the Board from time to time
	8. Western Border Football League Umpires League Life membership may be awarded to those who have officiated in A Grade games or a combination of playing A grade football and umpiring. Nominations will be made by the Board on the advice of the Umpiring body, and any such awarding of Life Membership will be at the discretion and consideration of the Board.
	9. Western Border Football League Coaches Life Membership may be awarded to those who have officiated in A Grade games; or a combination of playing A grade football and A Grade coaching. To be eligible, clubs must present documentation of the nominated player’s career to a League Delegates meeting, and any such awarding of Life Membership will be at the discretion and consideration of the Board.
	10. The League can revoke a life membership if that member brings the League into disrepute or conducts themselves to the detriment of the League.
3. **MEETINGS**
	1. Annual General Meeting
		1. An Annual General Meeting of the Association must be held in accordance with the Act and this Constitution and no later than 15 December and at a venue to be determined by the Board.
		2. All General Meetings other than the Annual General Meeting will be Special General Meetings
	2. Special General Meetings

The Board may, whenever it thinks fit, convene a Special General Meeting of the Association

* 1. Requisition of a Special General Meeting
1. On a requisition in writing of not less than fifty per cent (50%) of the total number of Affiliate Members, the Board must, within 30 days after the receipt of the requisition convene a Special General Meeting for the purpose specified in the requisition.
2. Every requisition of a Special General Meeting must be signed by requisitioning Members, state the purpose of the meeting and be sent to the League. The requisition may consist of several documents in a like form, each signed by one or more of the Members making the requisitions.
3. A Special General Meeting convened by Members under this Constitution must be convened in the same manner, or as near as practical to the same manner, as a meeting convened by the Board and for this purpose the Board must ensure the Members making the requisition are supplied free of charge with particulars of the Members entitled to receive notice of the meeting. The reasonable expenses of convening and conducting such a meeting must be borne by the League
	1. Attendance at General Meetings
		1. Unless this Constitution expressly provides otherwise, Members, the auditor and the Directors are entitled to attend General Meetings but only Affiliate Members are entitled to vote.
		2. Each Affiliate Member, by notice to the Association, may appoint a natural person to act as its delegate in all matters connected with the Member
		3. An Affiliate Member may, by notice to the Association, revoke an appointment made under Clause 11.1(a).
		4. For all purposes of this Constitution, an Affiliate Member represented at a General Meeting by a delegate is to be taken to be present in person at the meeting.
	2. Notice of General Meeting
		1. Notice of every General Meeting must be given to every member, the auditor and the Directors by the means authorised in Clause 24.
		2. A notice of a General Meeting must specify the place, day and hour of the meeting and state the nature and order of the business to be transacted at the meeting
		3. At least seven (7) days’ notice of a General Meeting must be given to those Members entitled to receive notice, together with:
4. an agenda for the meeting
5. any notice of motion received from Members entitled to vote
6. any information considered relevant for Members to make an informed decision.
	1. Business
		1. The ordinary business to be transacted at the Annual General Meeting includes the consideration of accounts and the reports of the Board and auditors, the election of Directors and the appointment of the auditors
		2. All business that is transacted at a General Meeting or Annual General Meeting, other than those matters referred to in Clause 13.6.1, is special business
		3. No other business other than that stated on the notice of General Meeting may be transacted at meetings (unless a majority of members in attendance decide by ordinary resolution to consider such other business)
	2. Proceedings at General Meetings
		1. Quorum

No business may be transacted at any General Meeting unless a quorum is present at the time when the meeting proceeds to business. Subject to Clause 13.14, a quorum for General Meetings is a minimum of 50% of Affiliate Members

* 1. Chairperson to Preside

The Chairperson of the Board will, subject to the Constitution, preside as Chairperson at every General Meeting except:

1. In relation to any election for which the Chairperson of the Board is a nominee; or
2. Where the Chairperson of the Board has a conflict of interest
3. If the Chairperson of the Board is not present or is unwilling to preside, the Affiliate Members present must appoint another Director to preside as Chair for that meeting only
	1. Adjournment of Meeting
		1. If within half an hour from the time appointed for the General Meeting a quorum is not present, the meeting must be adjourned to such a day, time and place as the chairperson determines. If at the adjourned meeting a quorum is not present within half an hour from the time appointed for the adjourned meeting
		2. If the meeting was convened on the requisition of Affiliate Members under Clause 13.3, the meeting will lapse; and
		3. In any other case, those Affiliate Members present will constitute a quorum
		4. The chairperson may, with the consent of any meeting at which a quorum is present, and must, if directed by the meeting, adjourn the meeting from time to time and from place to place but no business may be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
		5. When a meeting is adjourned for thirty (30) days or more, notice of the adjourned meeting must be given as in the case of the original meeting
		6. Except as provided in Clause 13.9.5, it is not necessary to give any notice of an adjournment or the business to be transacted at any adjourned meeting.
	2. Voting Procedure

At any meeting a resolution put to the vote of a meeting will be decided by a simple majority of members present unless a poll is (before or on the declaration of the result of the show of hands) demanded by:

1. The Chairperson; or
2. A simple majority of Affiliate Members present at the meeting
	1. Recording of Determinations

A declaration by the chairperson that a resolution has on a show of hands been carried or carried unanimously or by a particular majority or lost, and an entry to that effect in the register containing the minutes of the proceedings of the Association is conclusive evidence of the fact without proof of the number of the votes recorded in favour or against the resolution

* 1. Voting at General Meetings
		1. Each Affiliate Member is entitled to one (1) vote at General Meetings (ie Affiliate Club can have two delegates, but only one vote)
		2. The Chair of a General Meeting will have a casting vote
	2. Minutes:
		1. Proper minutes of all meetings shall be recorded and entered within one month after the relevant meeting in minute books kept for the purpose.
		2. The minutes kept pursuant to this clause must be confirmed by the appropriate members at an appropriate subsequent meeting.
		3. The minutes kept pursuant to this clause must be signed by the chairperson of the meeting at which the proceedings took place or by the chairperson of the next succeeding meeting at which the minutes are confirmed.
		4. Where minutes are entered and signed they shall, until the contrary is proved, be evidence that the meeting was convened and duly held, that all proceedings held at the meeting shall be deemed to have been duly held, and that all appointments made at a meeting shall be deemed to be valid.
		5. A copy of minutes of each and every meeting of the League will be provided to all members within three (3) business days following the holding of such meeting.
	3. Quorum
		1. A quorum at any meeting of Delegates shall consist of half plus 1 of the appointed Delegates. If at any meeting of Delegates, or any official League Meeting that has been notified to the clubs by writing to the club’s Secretary giving seven (7) days’ notice, there is no club representation, then such clubs not represented shall be fined.
		2. No business shall be transacted at any meeting of the League unless the quorum requisite shall be present at the commencement of business.
		3. If there should not be a quorum at the expiration of half an hour from the time appointed for the holding of a meeting, the delegate members present may adjourn the meeting to a place, date and hour to be fixed. In the event of reconvening the adjourned meeting if a quorum is not present within 30 minutes of the time appointed for the meeting the delegates present shall form a quorum.
1. **ASSETS & DISTRIBUTION OF ASSETS ON WINDING UP**
	1. All assets of the League shall be controlled by the League.
	2. If, on winding up, dissolution or deregistration of the Association and after satisfaction of all the Association debts and liabilities, there remain surplus assets (as defined in the Act) those surplus assets must not be paid to or distributed amongst the Members but must be distributed to another organisation or organisations which has objects similar to the Objects and a Constitution which prohibits the distribution of income and property to Members
	3. The organisation or organisations to which the distribution is made under Clause 14.2 may be determined by the Members in General Meeting at or before the time of winding up, dissolution or deregistration, and in default a determination by the Members, by a judge of the Supreme Court of South Australia or any other Court that has jurisdiction in the matter.
2. **LEVIES**
	1. The League shall have the power to call up a proportionate amount of money from all clubs which are members of the League to cover any loss. All clubs which are members of the League shall contribute to such levies as may from time to time be decided by the League.
	2. All monies collected on behalf of the League must be forwarded within seven (7) days of the game to the League or be fined.
3. **FINES & PENALTIES**
	1. A fine and penalty schedule will be presented as part of the League Budget and adopted by Club Delegates at the AGM or a Special General Meeting, and this fine and penalty schedule will provide for a structured approach to any non-conformances to this Constitution and Rules of the League.
4. **BANK ACCOUNTS**
	1. An account shall be opened with one or more banks (to be selected by the Board) in the name of the Western Border Football League Incorporated.
	2. Such account shall be operated upon by a combination of any two of the League Secretary, and a member of the League Board.
	3. All accounts of the League shall as far as practicable be paid by cheque or electronic transfer of funds and all such payments will be endorsed by the Board at the next Board Meeting following such payment(s). The Board shall keep and retain such accounting records as are necessary to correctly record and explain the financial transactions and financial position of the League in accordance with the Act.
5. **AMENDMENT TO CONSTITUTION OR RULES**
	1. Amendments to the Constitution or Rules may be made at an Annual General Meeting, or Special General Meeting called for that purpose provided written notice of intention to amend any rule shall be lodged with the League Secretary twenty-one days prior to the Annual General Meeting, or Special General Meeting so that each club can be furnished with a draft of the proposed amendment at least fourteen days before the date of the meeting.
	2. Amendments to notices of motion for constitutional amendment shall require a two thirds majority vote.
	3. Amendments to notices of motion for rules amendment shall require a simple majority vote.
6. **RECINDING OF RESOLUTIONS**
	1. A motion to rescind or vary a resolution which has been carried by the League, may be carried, but subject to the following conditions:-
		1. If the motion which it is sought to rescind or vary has been passed in the current year, such motion to rescind or vary shall not be carried unless at least two-thirds of the delegates vote in the affirmative.
		2. If the motion which it is sought to rescind or to vary has been passed or adopted in any previous year, such motion may be carried by a simple majority of delegates present.
		3. Notice of intention to move such rescission or variation shall have been given at the previous meeting.
7. **CLUBS GOING INTO RECESS**
	1. A current affiliated member of the league may go into recess for a maximum period of twelve months with the approval of league delegates.
	2. To retain affiliation, the club shall continue to be an affiliated club of the league during the period of recess.
	3. Failure to remain affiliated within thirty days of being due, the club will no longer remain affiliated with the league.
	4. A club which has been in recess for a twelve month period must advise the league Secretary by 15th November of their intention to either:
		1. to field senior and seconds sides for the following season; or
		2. give notice that the club wishes to cease being a member of the league.
8. **NON PROFIT**

The assets and income of the League shall be applied solely in the furtherance of its objects and no portion shall be distributed directly or indirectly to its members, except as bona fide compensation for services rendered or expenses incurred on behalf of the League.

1. **PUBLIC OFFICER**
	1. The Public Officer of the League; who shall be a resident of South Australia; shall be elected at the Annual General Meeting.
	2. The Certificate of Incorporation shall be deemed to be in the custody of the Public Officer and he/she shall be held responsible thereof.
	3. Unless another person is specifically appointed, the Secretary shall be the Public Officer.
	4. The Public Officer shall forthwith cease to hold office
		1. If he/she ceases to reside in South Australia
		2. If he/she is sentenced to a term of imprisonment for felony or misdemeanour.
		3. If he/she becomes bankrupt
		4. If he/she retires or dies
		5. If he/she is removed from office by an ordinary resolution of the committee
		6. If he/she shall be appointed auditor of the League
	5. Forthwith after the Public Officer for the time being ceases to hold such office, the League Board shall appoint another in his/her place, unless submitted to a Special Meeting.
2. **SEAL**

The League shall procure a Common Seal which shall be in the custody of the Public Officer and shall be affixed to documents only with the authority of a resolution of; the League or the Board, and in the presence of two members of the League Board, and the Public Officer. Every use of the seal shall be recorded in the Minute book of the League.

1. **NOTICE**
	1. Any notice required or authorised by this Constitution to be given to a Member, will be served on the Member by electronic means to an electronic address of that Member or Delegate.
	2. If a Member or delegate does not have an electronic address, then notice will be served by serving such notice to the affiliated clubs electronic address.
	3. A notice served by electronic means will be taken to have been received by the Member within two hours after it was sent.



**WESTERN BORDER FOOTBALL LEAGUE**

**RULES**

**WESTERN BORDER FOOTBALL LEAGUE INCORPORATED**

**RULE 1 – MATCH DAY & PLAYING CONDITIONS**

1. **MATCHES**

All matches shall be played under the Laws of Australian Football as administered and controlled by the Australian Football League (AFL).

1. **PROGRAM**

A program of matches shall be drawn up by the Secretary for approval at a subsequent Delegates meeting, and at such meeting:

* 1. starting dates for the season shall be determined; and
	2. match commencement times for all playing grades shall be determined; and
	3. match playing time arrangements for all playing grades, including quarter, half, and three quarter times shall be determined;
	4. each affiliated member club shall be furnished with a copy of the proposed program prior to the meeting.
1. **COMPETITION**

No club shall play any match other than a League competition game without first obtaining the approval of the Board, so as to not clash with any League match scheduling, including pre-season competitions.

1. **PREMIERSHIP CONDITIONS**
	1. In all matches two (2) premiership points shall be allocated for a win and one (1) premiership point for a draw.
	2. All premiership ladders shall be calculated firstly on premiership points and then secondly on percentage.
	3. If, at the conclusion of any minor round any two or more clubs have obtained an equal number of points, the position of such clubs shall be determined by the percentage of points kicked for and against such clubs.
2. **COMMENCEMENT OF MATCHES**
	1. All teams in this League not on the ground at the fixed starting time for matches shall be fined.
	2. The timekeepers time to be accepted.
	3. For the purpose of interpretation, this rule applies to Firsts, Reserves, U18, U16, and U14 Grades.
	4. Each timekeeper shall be responsible for recording the time of the teams and the umpire’s arrival on the oval.
3. **FORFEITURE OF MATCHES**
	1. Forfeiture
		1. No club shall refuse to play under the Field Umpire appointed by the South East Football Umpires League and no club shall forfeit any match because of objection to the appointed Umpire. A club so refusing to play or forfeiting a match for such a reason shall be subject to a fine by the League?
		2. A club forfeiting a match for any reason shall notify the Secretary of the opposing club by at least 9:00 pm on the Thursday night prior to the listed match, of its reasons for forfeiting. The League may accept the explanation or deal with the club so forfeiting, or the players of such clubs as it may think fit. Any club failing to report its intention to forfeit within the prescribed time shall be fined. .Any club forfeiting a match must pay the Umpires fees unless the League was notified by at least 9:00 pm on the Thursday night prior to the listed match.
		3. If a team receives a forfeit, it will receive 2 points for a win and will be credited and debited with the average amount of points of the other winning teams in that grade on that day.
		4. A team which has played an unqualified or ineligible player and wins or draws, shall lose the match and the opposing team will receive the 2 premiership points; and the total points for and against scored in that match shall be used in determining percentage.
		5. A team which has played an unqualified or ineligible player and loses, shall be fined an amount as determined by the Board; and the total points for and against scored in that match shall be used in determining percentage.
	2. Incomplete Matches
		1. This rule 6.2 is to be read in conjunction with the appropriate section(s) of the SACFL Rules, and AFL Rules of the Game, and those rules will take precedence.
		2. In the event of any game not being played out in full (otherwise than in the circumstances described in Rule 6.1 the officiating umpire or umpires shall make a full written report to the Board setting out:
		3. the extent of the short time played.
		4. the circumstances in which short time was played ; and
		5. any other matter which the umpire or umpires consider relevant.
		6. Upon receipt of the report referred to in the previous clause, the Board shall immediately investigate the matter and shall afford each competing club the opportunity to make submissions to the Board about the circumstances of the short time and the action which the clubs consider should be taken by the Board. Upon completion of its investigations the Board shall have power to:
4. Award the premiership points to either Club.
5. Divide the premiership points between the Clubs.
6. Award no premiership points in respect of the game; or
7. Direct that the game be replayed at a venue date and time decided by the Board.
8. **MAJOR ROUND MATCHES**
	1. At the conclusion of the minor round the teams which occupy the first four positions on the premiership table shall play off for the Premiership in a major round of matches in the following manner;

First Semi-Final Match No. 1: Team 3 v Team 4

Second Semi-Final Match No. 2: Team 1 v Team 2

Preliminary Final Match No. 3: Winner match 1 v Loser match 2

Grand Final Match No. 4: Winner match 2 v Winner match 3

* 1. Playing conditions including:
		1. match commencement times for all playing grades shall be determined; and
		2. match playing time arrangements for all playing grades, including quarter, half, and three quarter times, and time-on arrangements shall be determined;
		3. expected club attire, including shorts colour
		4. each affiliated member club shall be furnished with a copy of the major round program.
1. **DRAW IN GRAND FINAL**
	1. In the event of a draw in any final in any grade, a further ten minutes of playing time comprising of two 5 minute halves shall occur.
	2. The time spent changing of ends shall be kept to a minimum by the umpires, thus coaches and captains are not allowed to address the players.
	3. Time on is to be added.
	4. If scores remain tied at the conclusion of extra time in any finals match, teams will change ends immediately and the first score thereafter shall win the match.
2. **REGISTRATION - CLUB COLOURS AND TEAMS**
	1. Each club shall register its colours with the League no later than the end of February preceding the commencement of the season. The term “club colours” shall include colour of shorts and socks and the Secretary of the League shall keep and maintain a register of club colours which shall form a schedule to these rules.
	2. Registration of club colours shall confer upon any club the exclusive right to wear such colours for the succeeding season provided however that where more than one club registers colours which the League Board deem to be in conflict the matter shall be resolved by the Board as it thinks fit having regard to whether any club has changed its proposed colours so as to bring it in conflict with the established colours of another Club.
	3. Only registered colours may be worn by the respective players in League matches. In the event of an emergency, and the right colours not being available, the colours to be worn by any player shall be satisfactory to both captains and field umpire(s).
	4. Any change to club uniforms shall be notified to the League Secretary to be ratified by a meeting of Affiliated Members before the change to club uniform can be approved by the Board to be worn in the next season’s competition. If approved, the new uniform shall become the official playing uniform of that club, and shall remain so until another amendment is sought from the League.
	5. A club may apply to the League for a special club uniform to be worn on a specified number of occasions or special event during a season.
	6. The complete club uniform shall include legible numbers to a size of not less than two hundred and eighty millimetres (280mm) by one hundred and fifty two millimetres (152mm) to display on the back of each player’s jersey.
3. **BREACHES OF CLUB COLOURS AND NOS**.
	1. The Central Umpire(s) shall report any breach of Rule 9 to the League, and the offending club shall be fined for such breach.
	2. Any club allowing any of its players to take part in any game without having the proper numerals attached to the back of such jersey shall be fined for each case.
	3. Where a player wears the wrong coloured socks the same penalty shall apply.
	4. In any official publication of the League where Firsts team numbers are listed, each club must be responsible for all players wearing the corresponding number. After the playing of the first four matches the League Secretary may impose a penalty of $10 for each default.
4. **APPLICATIONS FOR TRANSFERS**
	1. No player who is under financial indebtedness to this League or to his Club shall be granted a transfer from this League or from any club within this League.
	2. A player refused a transfer solely on the grounds of being not financial with the club or League from which a transfer is sought shall be granted the transfer on payment of the outstanding liability.
	3. No player seeking a transfer shall be eligible to play unless his granted transfer application, together with an application for registration is lodged with the League Secretary by 9.00am on the Friday prior to the match.
	4. This rule is to be read in conjunction with the appropriate section(s) of the SACFL Regulations
5. **REFUSAL OF TRANSFER**
	1. For the purpose of these regulations, financial indebtedness is defined as an outstanding debt for club subscriptions from the last season in which the player played football for that club.
	2. For the purpose of these regulations, contractual obligation is defined as a written agreement for services during a fixed term as a player between the player and an Affiliated League club.
	3. This rule is to be read in conjunction with the appropriate section(s) of the SANFL Regulations.
6. **PLAYING WITHOUT TRANSFER**
	1. The club with which the player played shall be liable to a fine imposed by the League and payable to the League.
	2. This rule is to be read in conjunction with the appropriate section(s) of the SANFL regulations.
7. **TRANSFER NOT REQUIRED**
	1. Any player under the age of 15 years on the first day of January in any year will not be required to obtain a transfer from the last Affiliated League club with which he was registered before applying for registration with another Affiliated League club. Players in this age group will not be allowed to transfer from one club to another after 30th June unless permission is granted by the League. Penalties for players playing in two Leagues on one weekend shall apply and that can be loss of points and/or fine, to be decided by Junior League Delegates.
	2. A player may only transfer under rule 14.1 once in any financial year. Any subsequent transfer in that year must be approved by:
		1. The League Independent Tribunal if the player desires to transfer to another Club within the same Affiliated League, or
		2. The Zone Independent Tribunal if the player desires to transfer to a Club of a different Affiliated League within the same Zone; or
		3. The Investigation Committee if the player desires to transfer to a Club of an Affiliated League in another Zone.
8. **PLAYING WITH TWO CLUBS**
	1. This rule is to be read in conjunction with the appropriate section(s) of the SANFL Regulations.
	2. Any player who is registered with more than one Affiliated League club at the same time shall be liable to a fine imposed by the Investigation Committee which will be payable to the Affiliated League with which the player was first registered.
9. **REGISTRATION OF PLAYERS**
	1. Each club shall register its players with the League Secretary. All current players will be required to complete the Footyweb Online Player Registration.
	2. Once a player has been correctly registered and played with a club in this League and his name entered in the register of this League, such registration shall hold good for the current season. It is the responsibility of the player to re-register each year thereafter using the Footyweb Online Player Registration process.
	3. No player shall be registered in this League until he has obtained a player transfer from the club for which he last played. The SACFL Player Transfer form must be completed and forwarded to the League Secretary prior to League approval being given.
	4. No player shall be allowed to play until such registration is made.
	5. Registration of new players can be completed throughout the entire minor round, subject to any new player not being registered by another League of club elsewhere
	6. The League Secretary shall keep an official register of names of all players registered in the various clubs forming the League and other relevant records concerning such players.
10. **TEMPORARY PERMITS**

This rule is to be read in conjunction with the appropriate sections(s) of the SANFL Regulations

Temporary Permits will apply in Minor Round games only and will not enable a player to qualify for a Finals Series. This does not apply to players that are able to secure dual registration under SANFL regulations 15 and 16.3.

Note: Regulations 15 & 16.3 generally apply to **junior** players, and **junior** players attending educational institutions.

1. **INTERSTATE TRANSFER APPLICATIONS**

This rule is to be read in conjunction with the appropriate section(s) of the SANFL.

1. **TRANSFER FEES**

This rule is to be read in conjunction with the appropriate section(s) of the SANFL.

1. **REGULATIONS & PROCEDURES FOR APPEALS**

This rule is to be read in conjunction with the appropriate section(s) of the SANFL.

1. **TEAMS**
	1. Team Sheets
		1. The Secretaries or other Officers of competing clubs shall sign and exchange lists of club players on the standard form provided by the League before the commencement of all competitive games. The original of these lists is to be forwarded to the League Secretary by the Central Umpires within two clear business days after the playing of the match. Failure to do so will render the Umpires League to a fine as set out in Rule 6 Schedule of Fines.
		2. Such lists shall be lodged with the central umpires prior to the commencement of the match and any alteration to the players numbers after the start of the match shall be advised to umpires and the opposing club as soon as possible and certainly no later than the end of the match in question.
	2. Teams
		1. During the minor round in the First & Reserves Grades a team shall consist of:
		2. Firsts - 18 players and up to four (4) interchange players, subject to one player being of U17 age for Firsts Team only
		3. Reserves – 18 (or 16) players and up to three (3) (or 5) interchange players
		4. During the final series in Firsts & Reserves Grades teams shall consist of 18 players and up to four (4) inter change players.
		5. During the minor round and all finals series in U18, U16 and U14 Grades, a team shall consist of 18 players on field, and unlimited interchange players.
	3. Junior Equalisation Policy

The following rules apply to the WBFL underage competitions:

* + 1. Both competing clubs must have an equal number of players on the field at the commencement of the game, with unlimited interchange players (players cannot be added throughout the game to create an unfair advantage).
		2. There must be a minimum of 28 registered players taking the field, split into 14 players per team to constitute a game for points e.g. team A may have 11 players and team B 17 players, as long as team B loans 3 players to team A so that there are 14 players per side with unlimited interchange players.
		3. In the event of a team having 17 players or less, the club with the greater numbers, if requested by the opposition team, must share players to the club with the least number of players. If the club with the higher number of players refuses to share players, then it will be deemed that the club that has forfeited the match and all penalties shall be applied to that club.
		4. It is the responsibility of club coaches to communicate directly with each other to ensure that there is a game played on the allocated rounds.
		5. The player(s) that are “shared” from opposition clubs must be clearly marked on the team sheets.
		6. All votes and personal statistics of the “shared” player(s) will be counted towards his home club for club and league honours e.g. Goal kicking, League Best and Fairest Award votes, Spirit of Sport Awards etc.
		7. Where borrowed players are ‘rotated’ to the opposition during a game, the umpires must be made fully aware of which player is playing for the opposition, and during which quarter and the number that player is wearing.
1. **SEND OFF RULE**

Red and Yellow Cards – Refer to Rule No.9

1. **QUALIFICATIONS FOR FINALS**
	1. **Firsts**
		1. Players must have played at least four games during the minor round matches with their Club in any grade to be eligible to play in the Firsts team in Finals matches.
	2. **Reserves**
		1. Players (not including underage grade players, who must only have played four minor round matches in underage grades) must play at least four games with the Reserves team during the minor round matches before being eligible to play in the Reserves team in Finals matches.

If a player (including an underage player) plays more than eight games in the Firsts team during the minor round matches he is not eligible to play in the Reserves team in Finals matches.

* + 1. Provided that a player complies with rule 23.1.1 hereof; and in the event of a club fielding 2 senior teams on a finals weekend that the Club be able to select eligible players from its complete list regardless of rule 23.2.1 hereof.
		2. If the Firsts team on one of these days is eliminated from the final series the players who played in the Reserves may still continue to play in the Reserves finals with disregard to rule 23.2.1 hereof.
		3. If the Firsts team wins the Second Semi Final and the Reserves team loses the Second Semi-final and a player who has played in the Reserves team as per rule 23.2.3 hereof , then that player must comply with the requirements of rule 23.2.1 hereof to be eligible for the Reserves Preliminary Final.
		4. Regardless of any other clause hereof; (if suitably qualified as per rule 23.1 or 23.2.1 hereof) a player may only play in either the Firsts team or the Reserves team (not both) on a finals weekend.
		5. If suitably eligible as per rules 23.1 and 23.2.1 hereof; a player may alternately play for either his Club’s Firsts or Reserves team on differing finals weekends.
		6. A player who is prevented from qualifying in any of the above, through injury or illness may apply to the Board for permission to play in a finals match. The decision of the Board shall be final, and all such applications must provide a doctors certificate or other proof requested by the Board of inability to play in minor round matches.
	1. **U18, U16, U14, Grades**
		1. Players must play at least four games in U18, U16, U14 during the minor round matches before being eligible to play in the respective grade teams in Finals matches.
		2. If suitably qualified; a player may play in the either: the Firsts team or the Reserves team; and one underage match on a Finals weekend.
		3. An underage player is deemed to be eligible to play in the U18, U16, or U14 team on a finals weekend provided that he is suitably qualified to play in the U16 or U14 team respectively on a finals weekend (ie a player may play in a grade higher than the grade in which they qualified in a finals match)
	2. **General**
		1. A player who plays with an AFL, VFL or SANFL team during the current season must play four home and away games during the season to be eligible to play in the major round series. The player must in all other respects be eligible to play in Western Border final series.
		2. In the event of any club fielding firsts, reserves and U18 grade sides on the same finals weekend, under age players may interchange between all three grades, subject to the player having played the minimum qualification/s games as detailed above.
1. **UMPIRES**
	1. The League will enter into a Memorandum of Understanding (MOU) with the South East Umpires Football League for the provision of all umpires, and conditions of such provision of all umpires. This MOU will be reviewed on an annual basis prior to commencement of each season.
	2. The League will accept the appointment of all match day umpires as appointed by the SEUFL.
	3. Field, goal, and boundary umpires from the SEUFL shall be engaged for all grades in minor and major round matches played under these Leagues Rules with the exception of the U14 and U12 competitions.
	4. The League will reimburse the SEUFL for all umpire match day fees, subject to umpire administrative functions being undertaken to the satisfaction of the League Board.
	5. If no such umpire is willing or able to act then the person who is deemed by these rules to be officially in charge of the match may appoint such person as he thinks fit to carry on the duties of the appointed umpire provided however that at all times the person in charge of the match shall attempt to obtain the services of a person who is a registered member of a registered umpires association.
	6. The central umpire(s) for each match shall:
* receive the score cards of both goal umpires duly signed; and
* receive the original team sheets; and
* undertake appropriate best & fairest voting process for each match; and
* complete reports, and red & yellow card details

and the Central Umpires for the Firsts Grade Match will provide all of the above details and information to the League Secretary in the Match Day Envelope within two (2) clear business days of the match.

* 1. If no person is specifically appointed by the League as the official in charge of the match then the Secretary of the Club on whose ground the match is being played shall be deemed the official in charge of the match.
1. **REPORTING OTHER OFFICIALS**
	1. No Officer, Director, Life Member, playing Life Member or servant of the League, playing member or registered official or a club shall at any time
		1. Use abusive, threatening or insulting language to any umpire, officer of the League, director servant of the League, member of a committee of the League, playing member of a League club, registered official of a League club or gatekeeper or other employee of the League engaged at an oval at which a match arranged by or under the control of the League is being played;
		2. Interfere with or assault any umpire, officer of the League, member of a committee of the League, director, servant of the League, playing member of a League club, registered official of a League club or gatekeeper or other employee of the League engaged at an oval at which a match arranged by or under the control of the League is being played.
		3. Be guilty of any conduct which in the opinion of the League is detrimental to the best interest of the game of Australian Football.
		4. Refuse or neglect or fail to observe or comply with any of these rules.
		5. Engage in any conduct prejudicial to the welfare, spirit, and image of the League.
	2. A charge other than a charge against a player or registered official alleging infringement of these Rules may be laid by an official, director, officer, or servant of the League or by an umpire appointed by the League or by any playing member of that League.

25.3 A complaint concerning the conduct of a player or registered official named on the official team sheet alleging any infringement of these Rules or Laws of the Game within the playing arena, (which such conduct has not been the subject of a charge by an umpire may be laid by an officer, director, member of the umpires board, members of the umpires selection board of the League or by an umpire appointed by the League. A complaint in accordance with this Rule must be lodged with the President or Secretary of the League not later than 10:00 pm on the first business day following the date of the match in which the conduct complained of is alleged to have occurred. Where the request involves a review of a video incident the request to review must be received by 12.00 noon Monday post game, the request must specify the quarter, description of offence, players involved. The complainant club must provide a 4-minute section, 2 minutes before and 2 minutes after. The Football Operations Coordinator will determine if a Law of the game has been broken and if a subsequent charge will be laid. Dependent upon the outcome, a grading charge may be laid under the SANFL tribunal system, it may be referred straight to tribunal or dismissed. The Football Operations Coordinator decision will be final. All video review requests must be accompanied by the appropriate fee, and in the event of the Board deeming the protest a frivolous one, the club concerned will lose its deposit.

 If payment of video review fee is not provided with request, then the League Board will not consider any such review.

25.4 The President or Secretary of the League shall have the power to lay a charge alleging any infringement of these Rules or Laws of the Game by a player or registered official named on any official team sheet in accordance with these Rules within the playing area as follows:

* + 1. Upon receipt of a complaint made in accordance with Rule 25.3.
		2. Be of his own motion irrespective of whether a complaint is received by him pursuant to Rule 25.3.
		3. However in any event the said charge referred to as above must be reduced to writing, in a form approved by the League, dated, and laid by the League President or Secretary not later than 10.00 pm on the secondbusiness day following the date of the match in which the conduct complained of is alleged to have occurred.
	1. The League shall cause a copy of any charges and any particulars thereof alleging an infringement of these Rules or Laws of the Game by any player or registered official to be delivered to the person or body alleged in such charge to have committed such infringement as soon as practical and shall inform such person or body of the time and place fixed for hearing of such charge.
	2. If the person so charged is found guilty of an infringement of these Rules or Laws of the Game then his associated club is liable to a fine, also the person concerned may also be suspended for a specified period at the Commissioners pleasure and that during this period must not act as an official for any club within the League.
1. **PROTESTS/INVESTIGATIONS**

Protests and/or Investigation requests must be made to the League Secretary by the Club concerned, and must be lodged before 4.00 pm on the Tuesday following the match. Such protests/Investigations will be dealt with by the League Investigations Officer. All protests and/or Investigation requests must be accompanied by the appropriate fee, and in the event of the Commissioners deeming the protest/investigation a frivolous one, the Club concerned will lose its deposit.

If payment of protest/investigation fee is not provided with protest, then the League Board will not consider any such protest/investigation.

1. **INTER LEAGUE - NOT PLAYING AFTER SELECTION**
	1. Every player who is selected to train in an inter-league training squad shall attend and train at the appointed time and place.
	2. Any player failing to attend and train shall receive a 1 match suspension.
	3. Any player who has been selected in an inter league or a representative match and who neglects or fails to play in such match shall receive a 2 match suspension.
	4. In all cases of non-attendance as per clause 27.1 and 27.3, the Board may fine and/or suspend such player or refer the matter to the League’s Independent Tribunal provided always that the Board may afford the player an opportunity to present his case to the Board either in writing or in person or in both before deciding any penalty to impose on the player.
	5. Subject to clauses 27.1, 27.2, 27.3 & 27.4, the Board may impose a fine on an offending players club for non-availability or non-attendance.
2. **NEGLECT TO ATTEND SUMMONED MEETING**

Every Official or servant of the League, and every person who has applied for and obtained registration and a permit to play, shall attend every enquiry of the League or Committee of the League to which meeting or enquiry he has been summoned, unless extenuating circumstances exist of which such circumstances must be provided in writing to the Board for their consideration.

1. **FALSE STATEMENTS**

Any Official or servant of the League, or playing member of the League, who makes a false statement to the League or a Committee of the League, may be charged with such offence and such charge dealt with in accordance with these Rules.

1. **UMPIRES AS PLAYERS**
	1. No field umpire engaged by this League for the season shall be eligible to play during the current season of registrations unless his status as an umpire has been withdrawn or his resignation accepted by the body from which he belongs before 1st May. The provisions of this Clause shall not apply should a player be called upon to officiate in the case of an emergency, as an umpire.
	2. Umpires who officiate in underage competitions will be exempt from this Rule.
	3. Players who are eligible to play in underage teams; and are members of the League panel, as a boundary, goal or field umpire; upon approval from the League will be exempt from this rule.
2. **JUNIOR FOOTBALL AGES**
	1. Junior Football Ages
		1. To be eligible to play in the U18 team, a player must be 18 years or under as at the 31st of December in the current season.
		2. To be eligible to play in the U16 team, a player must be 16 years or under as at the 31st of December in the current season.
		3. To be eligible to play in the U14 team, a player must be 14 years or under as at the 31st December in the current season.
		4. If a player plays in any junior football match and has not complied with the above age limits, the player’s team shall be deemed to have forfeited every such match, as per Rule 6 - Forfeiture of Matches. The player shall then be dealt with as determined by the League Board.
	2. Junior Over Age Permit (OAP)
		1. An age group exemption will only be considered where a player is classified as being at risk, or unable, to play in his ‘normal’ age group competition.
		2. Assessment will only be based on physical impairment, medical condition or significant size difference.

A player with very low ability and who makes little or low impact on the game, has never been registered to play football prior to the season of registration should be considered for an OAP, especially if it will help the players longevity in the game. An exemption should not be considered for U18 players, unless that player has played for the registering club in lower grades.

* + 1. A player granted an OAP can only play one year out of his age group
		2. Written applications must be submitted by the player’s parent/guardian to his club, together with any relevant supporting documentation
		3. Clubs will forward all applications to the appointed Permits Officer for assessment, together with a letter of support or non-support for each application
		4. A player is not permitted to play on an OAP without written approval from the League.
		5. Each over age permit player must be clearly identified on the match team sheet with notation ‘OAP’
		6. After an OAP player has played against each club at least once in the current season, junior club coaches will have the opportunity to express an opinion about any opposition OAP to the appointed Permits Officer. These referrals must be supported by written documentation. All objections must be received by July 31.
		7. The League has the right to revoke any OAP at any time during the season, for any reason it deems appropriate
		8. There will be no limit on the number of OAPs granted each season. On match days a maximum of 4 OAP’s will be allowed at U14, U16 and U18 up to an age of 14.5, 16.5 and 18.5 years. Permits to be granted to players deemed at similar level to those in lower grade, it is not designed to have elite or high ability players playing down.
		9. If an OAP player plays up a grade at any time during the season, can only play a limited number of up games (?) before being permanently requested to play in the higher age group. This maximum no. of up games has been put in place to assist those clubs who are short on game day to utilise that player and to give opportunity for the OAP to play within their age group giving them exposure and confidence to continue playing football in the future.
1. **ENTRANCE FEES**
	1. Entrance Fees for all minor and major round matches will be as set at the League AGM or subsequent General Meeting.
	2. All aged and disabled support pensioners will be admitted to all League games at a concession rate.
	3. Entrance fees do not apply to:
	4. Patrons
	5. 18 & Under players
	6. Umpires who hold a SEUFL Umpires Pass
	7. Sports Trainers
	8. Holders of a WBFL season pass
2. **INTERCHANGE**
	1. That there be only 1 interchange gate between coaches boxes.
	2. Injured players only, assisted from the arena by their trainers during the course of the match and not through the interchange gate, may return to the playing arena, but only through the interchange gate.
	3. Any player who leaves the field on his own without assistance of his trainer and not through the interchange gate shall not be permitted to return to the playing arena for the remainder of the match.
	4. Team Runners must only enter and exit the arena through the interchange gate.
3. **MATCH DAY PERSONNEL**
	1. Team Runners
		1. Team runners must be attired in a top as nominated by the League with the letters WBFL and the name of the club with navy blue shorts or trousers. Each competing team shall be allowed a maximum of two (2) runners. Only one (1) runner shall be permitted on the playing field at any one time.
		2. The runner/s is not to enter the playing arena for any purpose other than attending to an injured player or taking a message from the coach of a participating team or from his nominee to a specific player and shall not remain on the playing arena for such longer period as shall be necessary for such purpose or purposes.
	2. Trainers
		1. Each member club shall ensure the attendance of a suitably qualified trainer at all matches. Each trainer must wear white tops or a uniform as nominated by the League.
		2. The name(s) of the trainer(s) shall appear on the team sheet.
		3. These trainers shall:
4. Not enter the playing arena for any other purpose other than to attend to a player and shall not remain on the playing arena for any period longer than is necessary for such purpose.
5. No U14, U16 or U18 match will proceed without a club trainer present. The umpire on the day cannot start the game until a trainer is present.
6. If a side is unable to provide a trainer on the sidelines for a full game, that club/coach to approach the opposition clubs trainer to see if that club’s trainer can watch over both sides.
	1. Water Persons
		1. Each club may appoint a maximum of four people to perform the function of water person/s for each grade. Each water person shall wear the uniform as nominated by the League. The name/s of the water person/s shall appear on the team sheet and the club name must be clearly visible on the back of each shirt.
		2. Water person/s shall enter the arena for the sole purpose of supplying drinks to players, and shall not engage in coaching or barracking whilst on the field of play, and will not make any approach to, or make any comment to an Umpire.
	2. General
		1. All club personnel inside the boundary fence during the course of play must be named on the official team sheet. Such personnel must also be registered on Footyweb within 24 hours of completion of the match they served in. Failure to do so will be subject to a fine
7. **JUNIOR FOOTBALL**

The League shall place all matters relevant to Junior Football under the direction of the WBJFL who shall use the guidelines of the Western Border Football League Constitution and any other by-laws the League delegates direct.

The Western Border Junior Football League shall submit all relevant decisions to the League Board for consideration and ratification and/or if necessary to the League Delegates (but via the League Board only).

1. **INTERLEAGUE INSURANCE**

Players injured in Interleague matches shall make claim for reimbursement in line with their normal clubs injury payment policy if not insured by an outside agency.

1. **BALLS**

The approved footballs for use in all matches of the Western Border Football League shall be determined at the AGM or subsequent General Meeting.

1. **PLAYING RULES**

The playing rules of the South Australian National Football League Inc., and its governing rules as far as they do not conflict, shall be adopted by this League.

All rules and regulations in this Constitution are binding to all grades of football unless specifically stated.

1. **CODE OF CONDUCT**

The code of conduct will encompass everyone at the venue (or within 200m) on the day of the game. In addition, the Code of Conduct will encompass players and officials named on the official team sheets (including suspended players) club officials and umpires at any location up until midnight on the day of the game. The Code of Conduct shall encompass all rules of Rule 25 and parts thereof.

Any reports under Rule 39 shall be made to the League Secretary. Under the code of conduct, in the first instance the club is encouraged to deal with breaches of the code within the official structure of the club.

In the case of repeated offences under the code of conduct, or if a club feels unable to deal with a breach within the parameters of their jurisdiction and under Rule 25.3, the matter should be referred to the League Board for the appropriate action.

1. **AFL DRAFTEES**

Any player drafted to the AFL from the Western Border Football League, the member club to receive the appropriate percentage as per current AFL distribution regulations. The League will retain their allocation as per AFL distribution regulations and funds are to be utilised for Junior Development Programs.

1. **BEST AND FAIREST**
	1. In each year the League shall award a medal to the best and fairest player in each and all grades over minor round matches.
		1. In each year the League shall award a medal to be known as the “Western Border Medal” to the best and fairest player in the A Grade competition.
	2. The winner of such medals shall be determined upon the total of votes cast by the central umpires in each minor round match.
	3. Regardless of whether there are one, two or three central umpires there shall be only one set of votes cast in each minor round match.
	4. Immediately after the conclusion of each minor round match the central umpire or umpires shall allot three votes to the player considered by him or them to be the best and fairest player on the field and two votes and one vote respectively to two other players.

The central umpire or umpires shall record the votes on a voting slip provided by the League and placed in a sealed envelope. The Umpire shall ensure that the votes are placed in the match day envelope to be forwarded to the League Secretary.

* 1. Any player found guilty by the League’s Independent Tribunal and/or suspended in either the senior, reserves, U18, U16 or U14 grades of the competition during the season in question shall be ineligible to win any medal in any grade during the season.
	2. The best and fairest votes shall be counted by the League at such time and place and in such manner as the Board deems fit.
	3. In the event of two or more players being awarded the same number of votes in any one award then medals shall be struck and awarded to each player.
1. **MOST DISCIPLINED CLUB AWARD**

DELETED 2018 AGM

1. **OFFICIAL PUBLICATION – THE WESTERN**
	1. All member clubs shall furnish and maintain a current and up to date list of player’s numbers for all grades to the league official publication “The Western” throughout the entire season. All errors and omissions contained in the “Western” shall be subject to a penalty not exceeding that set out in Rule 6 – Schedule of Fines.
	2. The list of junior players in the official publication shall be considered as part of the official list but no fines are to be incurred when U18 players are promoted to Firsts or Reserves provided that they wear their listed number.
	3. The costs of production of “The Western” throughout the minor round series will be recovered from member clubs.
2. **SPONSORSHIP**

All clubs shall:

* 1. make space available on the front of player jumpers for advertising of League Sponsors, and SANFL Sponsors
	2. make space available on the playing ground fence for advertising of League Sponsors with the size of the signage to be consistent with other advertising signs.
	3. Clubs neglecting to comply with these rules shall be liable to a fine not exceeding that set out in Rule 6 – Schedule of Fines for each breach of this rule. The sponsor(s) shall be determined on a yearly basis as the League sees fit

**WESTERN BORDER FOOTBALL LEAGUE INCORPORATED**

**RULE 2 – APPROVED PLAYER POINTS SCHEME**

1. **Approved Player Points Scheme**
	1. The League will operate under the SANFL Approved Player Points Scheme (APPS) as per Appendix Four of the Community Football League’s Constitution.
	2. The League Board will review and adopt a schedule of total points rating for clubs on an annual basis. Such review to be completed by 30th September each year for the following season.
	3. The maximum APPS allocations allowed is 13 points per Club.
	4. The WBFL APPS allocation approach is:
		1. Premier club allocation is reduced by two points for the following season
		2. Runner up club reduced by one point for the following season
		3. Clubs currently below the maximum APPS allowable will receive an additional point each year that they don’t compete in the grand final, up to the maximum permitted
	5. The League will provide advice to all member clubs in the event that the League or SANFL awards additional APPS to any member club.
2. **APPS Allocation**

The approved APPS allocations for WBFL clubs for season 2019 are:

North Gambier 8 points

West Gambier 13 points (maximum)

East Gambier 10 points (maximum)

Millicent 11 points (maximum)

South Gambier 12 points

Casterton Sandford 13 points (maximum)

**WESTERN BORDER FOOTBALL LEAGUE INCORPORATED**

**RULE 3 – FINALS ROTATION POLICY**

1. **Finals Rotation System**
	1. The League will operate under a Finals Rotation Policy.
	2. All clubs in the League shall have one of each final - First, Second, Preliminary and Grand Final - played on their home ground over a period of the number of clubs in the league.
	3. Any new club affiliating with the league shall participate in the Grand Final rotation commencing at the end of the current affiliated clubs.
2. **Hosting Expectations**
	1. The League shall determine minimum requirements for hosting of all finals matches, and such requirements may include:
		1. condition of playing surface
		2. social and catering facilities
		3. parking space and/or arrangements
		4. financial indebtedness of a club to the League. Unless extenuating circumstances (acceptable by the Board) exist for a club to be indebted to the League up to thirty (30) days prior to the major round series commencing, then a club will be ineligible to host any final.
		5. host club to provide scoreboard attendants, parking attendants, time clock, ground and gate security, officials afternoon tea or league and sponsor facilities, and other arrangements as the League may determine
	2. No Hosting Fee will apply for any final’s matches...
	3. Should a ground be deemed unsuitable for the playing of any final the League Board may transfer the playing of such final to the next qualifying ground.
3. **Finals Rotation Draw**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Season** | **1st Semi Final** | **Break** | **2nd Semi Final** | **Preliminary** | **Break** | **Grand Final** |
| **2016** | North Gambier | West Gambier | Millicent | East Gambier | Casterton | South Gambier |
| **2017** | South Gambier | North Gambier | West Gambier | Millicent | East Gambier | Casterton |
| **2018** | Casterton | South Gambier | North Gambier | West Gambier | Millicent | East Gambier |
| **2019** | East Gambier | Casterton | South Gambier | North Gambier | West Gambier | Millicent |
| **2020** | Millicent | East Gambier | Casterton | South Gambier | North Gambier | West Gambier |
| **2021** | West Gambier | Millicent | East Gambier | Casterton | South Gambier | North Gambier |

**WESTERN BORDER FOOTBALL LEAGUE INCORPORATED**

**RULE 4 – CONDUCT OF MEETINGS & BUSINESS**

1. **Conduct of Meetings and Business Transacted**

To provide for well informed decision making, informed and objective debate, and transparency of League business, the following approach will be taken for all meetings of the League.

Improved information should assist in better debate and decision making at all meetings, and assist the President in running of meetings. It may also provide clubs with improved and timely information to enable them to attend meetings with a known club position if required.

1. **Meeting Agendas**
	1. Meeting Agendas will to be provided to:
	2. All Board Members via email at least three (3) days prior to the Meeting date for all Board Meetings; and
	3. All Board Members, Club Secretaries, and League Delegates via email at least five (5) days prior to the meeting date for all General Meetings of the League

to allow sufficient meeting preparation time.

* 1. Meeting Agenda Items will include:
	2. Attendance
	3. Apologies
	4. Business Arising/Outstanding Business from previous meetings
	5. General Business (as pre-submitted by delegates/Board Members/League Secretary)
	6. Financial Information:
	+ Budget v Actual
	+ Profit & Loss Statement
	+ Balance Sheet
	+ Itemised outstanding debtors & creditors
	1. Correspondence Listing – In & Out
1. **Meeting Agenda Information**
	1. League Secretary, with assistance from Board Members, is to provide backing information by way of a Report on all Agenda Items, with this to be provided with all agendas (not tabled at meetings). This may include:
	2. background information
	3. relevant historical information
	4. assessment of pros and cons of any proposed direction/recommendation
	5. League Secretary recommendations to Board Meetings for all business;
	6. Board Recommendations to Delegates Meetings for all business

**WESTERN BORDER FOOTBALL LEAGUE INCORPORATED**

**RULE 5 – LEAGUE FINANCIAL MANAGEMENT**

1. **Financial Information**

To assist the League and Affiliated Clubs in understanding their financial responsibilities, the following guidelines will apply to the League and Clubs.

1. **Financial Management**
	1. Budget
	2. A draft budget will be provided for consideration at the League AGM, and be adopted at that meeting or a subsequent Special Meeting.
	3. The Budget will provide for a comparison of the immediate past financial year, and financial year to precede the AGM
	4. Reporting

A Financial Report will be provided to all Board Meetings and Special General Meetings which will include:

* 1. Operating Statement including a Budget v Actual for comparison purposes
	2. Balance Sheet
	3. Outstanding Creditors
	4. Outstanding Debtors
	5. Payment Terms
	6. All amounts duly invoiced by the League to Affiliated Clubs will be paid within 14 days from date of invoice
	7. Failure to make payment as per this Rule will incur the following penalties
		1. Interest charge of 10% per month that any outstanding debt remains unpaid for
		2. Fine of 25% of the amount of original invoice if outstanding amount remains unpaid after six (6) weeks
		3. If amount remains outstanding one month after imposition of interest and fine as provided for in this Rule, then the Board may consider loss of premiership points across all grades of that club.
		4. No affiliated club is eligible to host any finals match if it remains indebted to the league no later than fourteen (14) days prior to the commencement of the entire finals series of matches.
	8. Annual Fees, Levies, & Subscriptions

Annual fees, levies & subscriptions to be charged to member clubs will include, but not necessarily be limited to:

* 1. WBFL Club Affiliation Fee
	2. WBFL Player Registration Fee
	3. Umpires’ remuneration and other related expenses
	4. Costs associated with production and supply of the weekly budget ‘The Western’
	5. Insurance premiums, as directed by the SANFL under the AFL National Risk Protection Program
	6. Other SANFL fees, charges or levies
	7. Any special event levies
1. **Enforcement of Decisions & Directions of the League**

In the event of a refusal or failure of a League club to obey a decision or direction of the League given in accordance with the League Rules, such League club may be fined, or may be disqualified by the League from playing any of the other League clubs for the remainder of the season, or the League may suspend, for such period as it thinks fit, the rights of the Delegate members and proxy Delegate members of such League club to vote at meetings of the League or of any committee.

1. **Payment of Fines**
	1. Whenever a fine has been inflicted by the League on a League club or on a delegate member or proxy delegate, or on a playing member, or official member of the League, such fine shall be paid within seven (7) days from the posting by the League Secretary of a notice of the infliction of such fine. Such written notice of the fine(s) shall include clarification and reasons for the implementation of said fine(s), including the section(s) of the constitution and/or rule(s) contravened if applicable.
	2. Each League club shall be responsible for the payment of all fines inflicted by the League or the League Commissioners on the club, or on its delegate members or proxy delegates, or on its playing members, or officials registered with the League.
	3. In the event of any such fine not being duly paid, the club in default may be disqualified by the League from playing any of the other League clubs for the remainder of the season, or the League may suspend, for such period as it thinks fit, the rights of the delegate members and proxy delegates of such League club to vote at meetings of the League or of any committee. All outstanding monies owing to the League must be paid in full prior to a club participating in finals.
	4. A fine schedule will be presented as part of the League Budget and adopted by Delegates at the Annual General Meeting.
2. Affiliated Clubs will provide the League with an audited copy of full financial statements including profit & loss statement; balance sheet, cash flow statement, outstanding creditors and outstanding debtors within 30 days of the Affiliated Clubs Annual General Meeting.

**WESTERN BORDER FOOTBALL LEAGUE INCORPORATED**

**RULE 6 – LEAGUE FINANCIAL MANAGEMENT – SCHEDULE OF FINES**

1. **Imposition of Fines**
	1. The Board shall have the power on its own motion to impose fines on clubs for breaches of rules.
	2. Club delegates shall have no power to remit fines properly imposed on Clubs, players or officials under these Rules.
2. **Schedule of Fines**
	1. This Schedule is to be presented as part of the League Budget and adopted by Club Delegates each year at the Annual General Meeting.
	2. Additional penalties may apply in addition to fines if the offence is so determined by this Leagues Constitution and Rules, or SANFL Rules and Regulations.

|  |  |  |
| --- | --- | --- |
| **Offence** | **Fine** | **Comment** |
| Playing of non-approved matches | $250 | Rule 1 Clause 3 |
| Late commencement of matches | $50 | Rule 1 Clause 5 |
| Forfeiture of Matches – Refusal to play under appointed umpire(s) | $200 | Per matchRule 1 Clause 6.1.1 |
| Forfeiture of Matches - and opposition notified by 9pm Thursday prior to scheduled match | $100 | Per matchRule 1 Clause 6.1.2 |
| Forfeiture of Matches on day of scheduled match | $200 | Per match plus Umpires FeesRule 1 Clause 6.1.2 |
| Breaches of club colours and Nos. | $20 | Per playerRule 1 Clause 10 |
| Playing an uncleared player from another League or another WBFL Club | $500 | Rule 1 Clause 13 |
| Playing with two Clubs | $500 | Rule 1 Clause 15 |
| Playing an unregistered player | $100$50 | Senior Grade per occurrenceJunior Grade per occurrenceRule 1 Clause 16 |
| Too many players, or omission of players from team sheet | $50 | Per team sheet - Possible loss of premiership pointsRule 1 Clause 21.1 |
| Non-compliance with Junior Equalisation policy | $200 | Rule 1 Clause 21.3 |
| Playing unqualified players in Finals | $1,500 | Possible disqualification from finalsRule 1 Clause 23 |
| Protest/Investigation fee | $500 | Payable by Club on lodgement of Protest/InvestigationRule 1 Clause 26 |
| Inter League – non participation in training once selected to train | $200 | Per playerRule 1 Clause 27.1 |
| Inter League - non participation on match day after selection in team | $400 | Per playerRule 1 Clause 27.3 |
| Non-attendance at specially convened meetings or official WBFL events/functions for which notice/invitations has been issued | $100 | Per personRule 1 Clause 28 andRule 1 Clause 25.3 |
| Player over age in Junior Grades | $50 | Per offence - possible loss of pointsRule 1 Clause 31 |
| Western information | $25 | Per occurrenceRule 1 Clause 43 |
| Sponsorship – non display of sponsorship on playing attire | $50 | Per occurrenceRule 1 Clause 44.1 |
| Sponsorship – non display of signage of League Major Sponsors | $1,000 | Rule 1 Clause 44.2 |
| Approved Player Points Scheme breach | $1,000 | Rule 2 |
| Non-payment of invoiced amounts |  | 10% interestFine of 25% of original amountRule 5 clause 2.3 |
| Non-provision of audited financial information | $1,000 | Rule 5 Clause 5 |
| Tribunal – comment on Tribunal outcomes by clubs and/or club officials | $200 | Rule 8 Clause 3.2 |
| Yellow Card | $50 | Per player per instanceRule 9 Clause 3 |
| Red Card | $100 | Per player per instanceRule 9 Clause 3 |
| Fines for match day results not being entered into on-line portal | $50 | Per game per match day. |
| Late submission of match day paperwork or reports etc. | $50 | Per Club per Match Day; or per Umpire per Match Day |
| Non-attendance at Delegates Meeting or other official league event  | $250 | Per personApologies not accepted |
| Non-attendance at an Annual General Meeting – one required | $250 | Per personApologies not accepted |
| Tribunal fee payable by Club (if player is found guilty) | $200 |  |
| Melee as reported by central umpire(s) | $200$500 | Minor RoundMajor RoundAll melee fines to be decided following a review of League video footage. SEFUL will still be able to report a melee, but fines will still only be determined upon video review evidence for A Grade. |
| Code of Conduct/ Video Review Investigation Fee | $200 | Rule 25, clause 3 |

**WESTERN BORDER FOOTBALL LEAGUE INCORPORATED**

**RULE 7 – LEAGUE EVENTS POLICY**

* 1. The League is responsible for hosting, conducting, or coordinating various competitions and events throughout the season.
	2. It is the Leagues intention to provide the opportunity for all Clubs to have the opportunity to host such events, and this can provide promotional and financial benefits to that Club. These events include, but are not limited to:
1. Elastoplast Cup/Pre-Season Cup;
2. Medal Count & Other League Functions
3. Inter League Matches
4. Other Events
	1. The League will provide all Clubs with an opportunity to bid for such events and this will be undertaken through the following process:
5. The League will formally invite all Clubs, via email to Club Secretaries, to submit an Expression of Interest to the League
6. The League invitation will provide details of the event, expectations of the League, hosting arrangements, financial information, and a closing date and time for Expressions of Interest
7. The League Board will consider all Expressions of Interest and will make a decision based on:
8. Financial benefits to the League
9. Financial benefits to the Club
10. Club’s ability to host such an event (facilities, personnel, etc)
11. Promotional opportunities for both League and Club
12. Past performance and outcomes of event hosting
13. Other factors as deemed appropriate by the Board
	1. No Expressions of Interest received after the nominated closing time will be considered
	2. The Board can negotiate with any or all clubs that submitted an expression of Interest
	3. The Boards decision is final, and no appeal or objection will be considered.

**WESTERN BORDER FOOTBALL LEAGUE INCORPORATED**

**RULE 8 – LEAGUE TRIBUNAL**

1. **Independent Tribunal Composition**

An Independent Tribunal of the League shall consist of between one (1) and three (3) persons from a panel of not more than five (5) persons with such panel to be appointed by the League Board.

* 1. The members of the Tribunal panel shall not hold office in the Western Border Football League nor be an official of any member club.
	2. The members of the Tribunal panel shall be appointed for a term of two (2) years;
	3. The League President and League Secretary (jointly) shall at all times have the power to appoint an independent person to be a Tribunal member for the time being in the event of an urgent Tribunal hearing becoming necessary and the League Secretary being unable to arrange a Tribunal from the official panel.
1. **Tribunal Powers**
	1. The Tribunal shall deal with and decide protests, disputes and charges against the Clubs, players officials and office bearers of Clubs and shall have the power to fine or suspend as it thinks fit.
	2. The Tribunal shall have the power to fine or suspend any player or official who in the opinion of the Tribunal does not give evidence in a truthful manner or who conducts himself generally in a manner deemed unsatisfactory by the Tribunal members.
	3. The Tribunal shall have the power to apportion any expense incurred by a member Club, player official or office bearer in any matter dealt with by them in their absolute discretion.
2. **Tribunal Process**
	1. If following an investigation by the League’s Investigation Officer a player is subsequently found guilty of an offence, that player’s Club may be liable for the expenses incurred by the Investigation Officer in conducting the investigation.
	2. Any club official who comments to the media upon any decision of the League’s Independent Tribunal may be liable to a fine not exceeding that set out in Rule 6 – Schedule of Fines.
	3. Tribunal hearings in relation to reports laid against players by umpires for field offences shall be convened on Wednesday night after the match in which the report is made or at such other time as may be directed by the League Secretary
	4. Any player or official who neglects or refuses to attend a Tribunal hearing in relation to a report or complaint against him shall be dealt with by the Tribunal as it thinks fit and the Tribunal shall have the power to suspend a player indefinitely until such time as he presents himself before the Tribunal.
	5. The Tribunal shall give all parties to any hearing the right to call evidence the right to cross examine witnesses called by the other party and the right to make submissions including submissions on penalty. Subject to the foregoing the Tribunal shall conduct its hearing in such manner and shall take evidence as the Tribunal members think fit.
	6. Any player official or club involved in a Tribunal hearing may be represented at that hearing provided that the representative shall not be a member of the Legal Profession.
	7. Any report for a field offence laid against a player during the final series shall be heard by the Tribunal on the Monday night following the match in which the report is made or at such other time as may be directed by the League Secretary.
	8. Tribunals shall be conducted in accordance with SANFL Rules in respect of each charge or appeal.
	9. Administrative support will be provided to the Tribunal Commissioner to record proceedings and outcomes.
	10. All Tribunal outcomes will be communicated to the Secretary of all affiliated member clubs in writing to all clubs immediately.
3. **Tribunal Guidelines**

The SANFL Community Football Tribunal Guidelines (including updated versions) will be utilised by an umpire, review panel or tribunal is assessing an alleged offence and appropriate sanctions for such an offence.

It should be noted that the Tribunal may determine the appropriate sanction in its absolute discretion



**TRIBUNAL GUIDELINES**

1. **OVERVIEW**

These guidelines are designed to be used by an umpire, review panel or tribunal in assessing an alleged offence and appropriate sanctions for such an offence.

It should be noted that a Tribunal may determine the appropriate sanction in its absolute discretion.

1. **PROCESS**

The following process should be followed in dealing with a reportable offence:

1. Umpire (or other authorised Official) completes Umpire Report on Match Day
2. Umpire Report is Lodged with the League
3. League requests all relevant information (medical report and other)
4. League (or Independent Review Person/Panel) assess evidence and uses these guidelines to determine guilty/not guilty and penalty
5. League notifies Club of guilty/not guilty finding and penalty
6. Club Accepts OR Challenges decision
7. Tribunal Hearing held if the Club Challenges the decision (if the Club unsuccessfully challenges the decision the Player will receive the Base Sanction penalty instead of the Early Guilty Plea penalty)
8. **REPORTABLE OFFENCES**

Reportable Offences are set out below and can be graded in accordance with the Classification Table contained in the table on the following slide (Conduct | Impact | Contact).

|  |
| --- |
| **Reportable Offences** |
| Charging |
| Eye-Gouging / Unreasonable or Unnecessary Contact to the Eye Region |
| Forceful Front-On Contact |
| Head-butt or Contact Using Head |
| Kicking |
| Kneeing  |
| Rough Conduct  |
| Scratching  |
| Stomping  |
| Striking  |
| Tripping |
| Unreasonable or Unnecessary Contact to the Face |

1. **CLASSIFICATION TABLE**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Conduct** | **Impact** | **Contact** | **Base Sanction** | **Early Guilty Plea** |
| Intentional | Severe | All | **Tribunal** | **N/A** |
| High | High/Groin | **Tribunal** | **N/A** |
| Body | **3 Matches** | **2 Matches** |
| Medium | High/Groin | **3 Matches** | **2 Matches** |
| Body | **2 Matches** | **1 Match** |
| Low | High/Groin | **2 Matches** | **1 Match** |
| Body | **1 Match** | **Reprimand** |
| Careless | Severe | All | **Tribunal** | **N/A** |
| High | High/Groin | **3 Matches** | **2 Matches** |
| Body | **2 Matches** | **1 Match** |
| Medium | High/Groin | **2 Matches** | **1 Match** |
| Body | **1 Match** | **Reprimand** |
| Low | High/Groin | **1 Match** | **Reprimand** |
| Body | **Reprimand** | **Reprimand** |

The Reportable Offences can be graded in accordance with the following table:

\* If a Club **accepts** the decision of the League (or Independent Review Person/Panel) then the Player will receive the Early Guilty Plea penalty.

\* If a Club chooses to **challenge** the decision of the League (or Independent Review Person/Panel) at Tribunal and is **unsuccessful** then the Base Sanction penalty will apply.

\* A one match additional penalty will be added to the base sanction of a Reportable Offence for a **bad record** (bad record = 1 match suspension in 12 months or 2 match suspension in 24 months).

1. **Conduct (Intentional OR Careless)**

*Intentional conduct*: A Player intentionally commits a Classifiable Offence if the Player engages in the conduct constituting the Reportable Offence with the intention of committing that offence.

For example, a strike will be regarded as Intentional where a Player delivers a blow to an opponent with the intention of striking them.

*Careless conduct*: A Player’s conduct will be regarded as Careless where it constitutes a breach of the duty of care owed by the Player to all other Players. Each Player owes a duty of care to all other Players, Umpires and other persons (as applicable) not to engage in conduct which will constitute a Reportable Offence being committed against that other Player, Umpire or other person (as applicable). In order to constitute such a breach of that duty of care, the conduct must be such that a reasonable Player would not regard it as prudent in all the circumstances. Further, a Player will be careless if they breach their duty to take reasonable care to avoid acts which can be reasonably foreseen to result in a Reportable Offence.

1. **Impact (Low, Medium, High or Severe)**

In determining the level of impact, regard will be had to several factors.

1. The extent of force and in particular, any injury sustained by the Player who was offended against.
2. Strong consideration will be given to the potential to cause injury.

For example – striking to the head:

* Low Impact: Very minimal force, no laceration and victim player continues to participate in match unaffected
* Medium Impact: Laceration or victim player dazed by contact
* High Impact: Victim player affected for an extended period of time (or takes no further part in match) and/or low-level concussion apparent or indicated post-match
* Severe Impact: Victim player immediately unconscious, serious injury incurred and takes no further part in match
1. **Contact (High/Groin, Body)**

High contact is not limited to contact to the head and includes contact above the shoulders. Contact to the Groin includes contact to the crease or hollow at the junction of the inner part of each thigh with the trunk together with the adjacent region and including the testicles.

Contact shall be classified as High or to the Groin where a Player's head or groin makes contact with another Player or object such as the fence or the ground as a result of the actions of the offending Player. By way of example, should a Player tackle another Player around the waist and as a result of the tackle, the tackled Player's head made forceful contact with the fence or the ground the contact in these circumstances would be classified as High, even though the tackle was to the body.

1. **DIRECT TRIBUNAL OFFENCES**

Direct Tribunal Offences are those Offences (specified in the table below) which are referred directly to the Tribunal for determination without grading because of the seriousness of the offence.

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| **Direct Tribunal Offences** |
| Attempting to Strike an Umpire |
| Behaving in an Abusive, Insulting, Threatening or Obscene Manner Towards or in Relation to an Umpire |
| Intentional Contact with an Umpire |
| Spitting on Another Person |
| Spitting on or at an Umpire |
| Striking an Umpire |
| Any Classifiable Offence or Low Level Offence which attracts a base sanction that a Panel finds inappropriate |
| Any Other Act of Serious Misconduct which the Panel considers appropriate to refer to the Tribunal |

1. **PLAYER TRIBUNAL RECORD/HISTORY**

*No Reduction for Good Record*

Players will not receive a reduced base sanction for a good record.

*Impact of Bad Record*

A one match additional penalty will be added to the base sanction of a Reportable Offence for a bad record (bad record = 1 match suspension in 12 months or 2 match suspension in 24 months)

**WESTERN BORDER FOOTBALL LEAGUE INCORPORATED**

**RULE 9 – RED & YELLOW CARDS**

1. **Red Card**
	1. In addition to being reported, a central or emergency central umpire shall issue a Red Card to the offending Player and order the Player reported from the Playing Surface for the remainder of a Match
	2. The player may be replaced after 20 minutes of elapsed playing time.
	3. Any such Report or issue of a Red Card will be referred to the Leagues Investigations Officer.
	4. Central umpires and emergency umpires only may issue red cards and order players from the ground.
2. **Yellow Card**
	1. Any player committing an action or offence, or exhibiting behaviours that are deemed not as serious as a Red Card action or offence by the central umpire(s) shall be issued with a Yellow Card and ordered from the ground for 15 minutes of elapsed playing time and cannot be replaced during that time.
	2. Any player ordered from the ground twice in one match must be reported and sent from the ground for the remainder of the match. This player may then be replaced after 20 minutes of elapsed playing time (as per 1.2 above)
	3. Central umpires and emergency umpires only may issue yellow cards and order players from the ground.
	4. A player issued with a yellow card can be reported.
	5. A player ordered from the ground must leave through the interchange area.
	6. If a player refuses to leave the field when ordered off, he shall be reported for misconduct and his team shall forfeit the match.
	7. A player that accumulates three yellow cards in official matches in the current football season (including major round matches) will be automatically suspended for the following match in which the third yellow card was issued.
	8. If a player receives further yellow cards during the same current season, they will automatically be suspended for a further match for this and each additional card.
	9. A player suspended under this rule may lodge an appeal as per rule 27 Protests.
	10. If an umpire sends off any player during the game, he must signal the timekeepers who will record the offending player’s number and the time he was sent off. The player must stay off for 15 minutes of elapsed playing time and he cannot be replaced during that time.
	11. The umpires must record the details of any yellow cards issued, and these records must be submitted to the League Secretary with all other Match Day forms.
	12. Central Umpire(s) will complete the WBFL Yellow Card Form and include this Form will all other match day paperwork to be lodged with the League.
3. **Fines**
	1. The Affiliated Club of the player(s) issued with a red or yellow card will be issued with a fine for each occasion of issuance of a red or yellow card, with this fine to as per the Leagues Schedule of Fines.
	2. If a player that is issued with a Red Card is found not-guilty by the Investigations Officer or League Independent Tribunal, then no fine will apply
	3. If a player is successful in a protest against the issue of a yellow card as per Rule 9, Clause 2.9, then no fine will apply.
4. **WESTERN BORDER FOOTBALL LEAGUE INCORPORATED**

**RULE 10 – CODE OF CONDUCT**

**SACFL Regulations**

The South Australian Community Football League Inc Regulations - Clause 30 – Disciplinary state:

30.1 Each Affiliated League, Affiliated League Club, member of either of the Football Advisory Councils, officer, official or servant of an Affiliated League or Affiliated League Club and player of an Affiliated League Club must:

30.1.1 Observe, obey and comply with:

30.1.1.1 The SANFL Constitution, the SANFL Regulations, the SACFL Constitution and these Regulations in so far as they apply to such person, Affiliated League or Affiliated League Club; and

30.1.1.2 Any decision or direction of or direction made by the Football Commission and/or the Board; and

30.1.1.3 Any agreement to which the SANFL, SACFL, Affiliated League or Affiliated League Club is a party to the extent that he is legally capable of so doing.

30.1.2 Not engage in conduct:

30.1.2.1 Which is unbecoming, detrimental or prejudicial to the welfare, image, spirit or best interests of Football, the SANFL, an SANFL League Club, the SACFL, an Affiliated League or Affiliated League Club; or

30.1.2.2 Which would cause the SANFL, an SANFL League Club, the SACFL, an Affiliated League or Affiliated League Club to be in breach of any agreement to which any one of them is a party.

**Code of Conduct Breach – League Process**

With reference to the League Constitution Clause 39 – Code of Conduct, the following process will apply if the League becomes aware of behaviour that is unbecoming, detrimental, or prejudicial to the welfare, image, spirit or best interests of football in the WBFL:

1. The League may lay a charge against a person or club for a Code of Conduct breach in its own right and on its own initiative, or may initiate a charge and investigation following receipt of a formal request from a club or person(s).
	1. If a club or person(s) wishes to lodge a Code of Conduct complaint, the following will be required to be lodged with the League:
		1. Payment of fee
		2. Full and clear details of incident including all persons involved, with this information to be provided in writing;
		3. Details of any witnesses to the incident
		4. Statements from persons involved, or witnesses, with these statements to be provided in writing and signed by individuals.
		5. Any other information that may assist in the Leagues consideration of the incident.
		6. Any Code of Conduct request should be lodged with the League no later than 5 days following the incident.
2. On receiving a Code of Conduct complaint, the League will undertake an initial assessment of the complaint to determine if the League wishes to progress with a charge or investigation;
3. If the League determines that it wishes to progress to laying of a charge and/or an investigation, then the following process will be undertaken:
	* 1. The League will advise the offending Club of details of the incident and request that the Club undertakes its own assessment of the incident, and provide details to the League of its findings, including what action the Club may take (if any);
		2. The League will consider the offending clubs response, and:
			1. May support or endorse the Clubs findings and actions; or
			2. May advise the offending Club that it does not agree with the club findings or actions;
			3. May refer the matter to the League Investigator; or
			4. The League may refer the matter to the League Tribunal for a hearing, or the offending Club may request that the League refer the matter to the League Tribunal
4. The League Tribunal will consider any such Code of Conduct complaint if so directed by the League, and:
	* 1. May call all or any club representatives, witnesses, persons involved etc to appear at the Tribunal hearing;
		2. Will consider all information available to it
		3. Will provide a recommendation to the League of its findings on the matter
5. The League in its own right, or on receiving a recommendation from the League Tribunal will:
	1. determine any penalty or action to be handed to the offending club and/or persons, and this may include:
		1. dismissal of charges
		2. suspension of club and/or players, supporters, officials, etc
		3. fine of club and/or players, supports, officials, etc
		4. other actions that it deems appropriate
	2. If the reporting club and/or persons, or the offending club or persons fails to cooperate with an investigation or appear before the League Tribunal if requested, then the League may issue fines or penalties as it deems appropriate.
6. Complaint Lodgement Fee
	1. If the complaint is not upheld or deemed frivolous (by the League), then the whole Fee will be retained by the League;
	2. If the complaint is upheld, then 50% of the fee will be refunded to the reporting Club

The League supports Clubs taking proactive action and providing leadership in dealing with Code of Conduct matters, and recognises that emotions and passion in supporting clubs will at times cause incidents. The League encourages all clubs to cooperatively deal with such Code of Conduct matters in a responsible manner, with a preference for the League to not have to become involved or intervene.

**RECORD OF ADOPTION & AMENDMENTS**

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| --- | --- | --- | --- |
| **Version** | **Date** | **Amendments** | **Comment** |
| V1.0 | 16/12/2015 | Adoption of Constitution and Rules | 2015 AGM |
| V2.0 | 12/12/2016 | Amended Constitution & Rules | 2016 AGM  |
| V3.0 | 02/05/2017 | Amended Special General Meeting:* Clause 11 – Delegates
* Rule 2 APPS
* Rule 6 Schedule of Fines
 | 2017 SGM |
| V4.0 | 11/12/2017 | Amended Constitution & Rules | 2017 AGM |
| V5.0 | 3/12/2018 | Amended Constitution & Rules | 2018 AGM |
| V6.0 | 11/6/2019 | Amended Constitution & Rules | 2019 SGM |
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**Signed as a Certified Copy of Western Border Football League Constitution & Rules as amended and adopted at a Special General Meeting held on 11 June 2019.**

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**League President**

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