

## Explanatory notes

Bylaws are additional rules which apply to members which generally deal with internal and administrative or operational matters. Bylaws are subordinate to the Constitution and must not be inconsistent with the Constitution. There should be a clause in the Constitution that provides the power to the Committee to make Bylaws.

Typically, bylaws might deal with matters, such as, uniforms and dress codes, competition rules, fixtures, player eligibility, club colours, awards, code of conduct and tribunals.

Bylaws vary according to the nature of your organisation. Up to date bylaws can avoid many issues and grievances in relation to the day to day operations of a netball competition.

Your Association bylaws should clearly outline the requirements of all clubs, teams and individuals (as members of the Association or Club) along with the penalties for any breaches of the bylaws.



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WENDOUREE NETBALL ASSOCIATION INCORPORATED

Registration No. AOO56593U

BYLAWS

UPDATED 2021

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## DEFINITIONS

**“Association”** means the Wendouree Netball Association Incorporated.

**“Club or Team”** means a non-profit incorporated body which has an interest in netball and is affiliated with the Association.

**“Bylaws”** means these By-Laws of the Association as amended from time to time.

**“Administration”** is the governing body of the Association.

**“Constitution”** means the constitution of the Association as amended from time to time.

**“Club or Team Delegate”** is a representative of a Club or Team who liaises with the Administration.

**“Ineligible player”** is a player who is not entitled to participate in a game, which may include a player who has not qualified, played for another team without clearance or a player not eligible to play in that age section.

**“Team Official”** has the meaning given to it by Bylaw 22.

## BYLAWS

These Bylaws govern the Association. They are the operating procedures that determine the conduct of the Association and its members under the Constitution. Administration adopted these Bylaws on 5<sup>th</sup> February, 2018. Any amendments to these Bylaws come into effect on the date they are approved by the Association and will remain in force until amended, repealed or replaced.

### 1. CORRESPONDENCE

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- 1.1** All correspondence sent by a Club or Team to the Association must be sent in writing from the Club Secretary or authorised person to the Association Secretary.
- 1.2** All correspondence from the Association to a Club or Team will be addressed to the Club Secretary or authorised person.

### 2. FINANCES

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#### 2.1 Fees

- (a) The Association shall determine the fees to be paid by each Club and Team to the Association.
- (b) The Association may set an annual affiliation fee for Clubs or Teams. Each Club and Team may pay an annual affiliation fee of the sum prescribed by Association.
- (c) The fees shall be calculated to cover the costs of Association and Competition management activities.
- (d) All monies due to the Association must be paid by the nominated due date. Clubs or Teams that have not paid by the nominated date will not be permitted to take the court.
- (e) All players shall be fully paid members of their own Club or Team in order to be eligible to participate in any activities governed by the Association.
- (f) Any individual with outstanding debt to the Association shall not be permitted to take the court for any Club or Team in any competition until the outstanding debt is paid.
- (g) Any individual who breaches Bylaw 2.1(f) may be subject to a fine as determined by the Association.

#### 2.2 Reimbursements / Payments

- (a) Administration members may be entitled to claim authorised expenses incurred whilst acting in an official capacity from the Association. Receipts must be supplied to the Association in order for any reimbursements to be made.
- (b) Umpires will be paid at the rate determined by the Association.
- (c) Other Association personnel may be entitled to claim authorised expenses incurred whilst acting on behalf of the Association as determined at the discretion of the Association on a case-by-case basis.

### **3. INFORMATION TO CLUBS & TEAMS**

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- 3.1** The Association shall provide information to all Clubs and Teams prior to the start of the season. This information may include:
- (a) Association contact details;
  - (b) Association venue address;
  - (c) Competition Bylaws or General Rules;
  - (d) Fixtures; and
  - (e) Details of courses, seminars etc.

### **4. CLUB AND TEAM REGISTRATION**

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- (a) In order for a Club or Team to be eligible to compete in the Association's competitions, the Club or Team must complete and return an official entry form to the Association by the due date.
- (b) All Clubs and Teams that submit valid entry forms and are subsequently registered by the Association shall receive information from the Association, which **may** include:
  - (i) Due date and amount of all fees and levies that are to be paid for the season, including Registration Fees, Court Fees, Netball Victoria Fees and any other fees that may be deemed necessary for that season;
  - (ii) Information regarding any meetings or other requirements of the Association; and
  - (iii) any information provided in accordance with Bylaw 3.
- (c) No Club or Team who submits a registration application to the Association is to be considered registered until the Association confirms in writing to the Club or Team.
- (d) The Association reserves the right to reject the registration application of any Club or Team applying to the Association for registration to participate in a competition.
- (e) All Clubs and Teams will have access to relevant Netball Victoria policies, procedures, regulations and Codes of Conduct via the Netball Victoria website.

### **5. NETBALL VICTORIA MEMBERSHIP**

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- 5.1** The Netball Victoria membership fees are set annually by the Victorian Netball Association Inc.
- (a) In order to be eligible to participate in affiliated Association competitions or programs (including NetSetGo), as a player, coach or umpire, an individual must be a current financial Netball Victoria member. All Junior, Senior and All Abilities players, coaches and umpires must register through the appropriate online registration form as provided by the Association.
  - (b) An off-the-court membership (administrative roles eg President, secretary, time keeper) product will be offered to those Association members that have an off-court role.

- 5.2 No player, coach or umpire will be permitted to participate in the Association's activities in any capacity without a current Netball Victoria membership. Any breach of this Bylaw will be subject to sanction to the individual, Team or Club as determined by the Committee.
- 5.3 Single Game Vouchers may be used.
- (a) Individuals may purchase a Single Game Voucher and purchase of a voucher will allow the individual to participate as a player in the Association's activities only for the particular game or activity to which the Single Game Voucher relates.
  - (b) A player must purchase a Single Game Voucher through the nominated process prior to becoming eligible to participating in the relevant game or activity.

## ~~6. AFFILIATION FEE~~

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- ~~6.1 Each Club or Team shall affiliate with Wendouree Netball Association by signing an Affiliation and Agreement Form and submit the Affiliation and Agreement Form to the Association by due date.~~
- ~~6.2 Annual Affiliation Fee: Each Affiliated Club or Team shall pay an annual affiliation fee of the sum prescribed by the Association and payable in accordance with invoicing provisions.~~

## 7. INCLUSIVE ENVIRONMENTS

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- 7.1 The Association is committed to providing a safe, fair and inclusive sporting environment where all people can contribute and participate.
- 7.2 The Association will endeavour to provide opportunities for males to participate in mixed and competitions.
- 7.3 The Association may conduct cultural awareness training & inclusive workshops to ensure your club is providing a welcoming environment and creating awareness around cultural views and barriers.
- 7.4 The Association supports participation in netball on the basis of the gender with which a person identifies. If issues arise, the Association will seek advice on the application of the applicable Victorian discrimination laws for the particular circumstances.
- 7.5 All competitions will be clearly labelled in regard to age group and gender. This includes additional references to all genders that are permitted to play. All competition labelling will be clear and transparent.
- 7.6 The Association observes the Netball Victoria Gender Regulation in regard to male participation:**
- (a) Males who are 13 years (and older) are not permitted to participate in female competition. This means that males must be less than 13 years of age (actual age) as at the first day of the competition or season; and**
  - (b) males that turn 13 during that competition or season will be permitted to participate for the duration of that competition or season.**
- 7.7 The Association observes the Netball Victorian Gender Regulation in regard to mixed competition:**
- (a) Mixed competition for the 11&U and 13&U age groups will have NO restrictions applied on the basis of gender.**

(b) Mixed competition for the 15&U and above age groups will observe the following rules:

- (i) The minimum number of males in a team is ZERO, and
- (ii) The minimum number of males in Open Age mixed is ONE
- (iii) A mixed team must only have a maximum of THREE males on court at any one time, and
- (iv) A mixed team must only have up to one male in each third on court. For the avoidance of doubt this means:
  - A. One male is permitted in the defence third occupying the position of Goal Defence or Goal Keeper, and
  - B. One male is permitted in the mid third occupying the position of Center, Wing Attack or Wing Defence, and
  - C. One male is permitted in the goal third occupying the position of Goal Attack or Goal Shooter.

## 8. AGE REQUIREMENTS

- 8.1 Generally, player age is determined as at the 31 December of the current playing year. Specially, bylaw 8.6 must also be applied
- 8.2 Participants 17 years and under must provide their correct date of birth at the time of registering and failure to do so will result in ineligibility to participate in the Association's activities
- 8.3 Participants aged between 5 and 10 years are encouraged to participate in the NetSetGO Program.
- 8.4 Participants are only eligible to participate in certain age groups upon reaching the relevant age threshold (**Minimum Age Requirements**). The Minimum Age Requirements for each age group are:

Age Group	Minimum
11&U	9 Years
13&U	11 Years
15&U	12 Years
17&U	15 Years
Open	15 Years (Eligible for minimum age requirement exemption)

- 8.5 A Team or Club who breaches this Bylaw 8 may be subject to a penalty of the loss of four (4) premiership points.



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**9. COMPETITIONS & PROGRAMS**


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**9.1** The Association offers the following competition & programs:

NetSetGo	Mixed	(females & males – no restrictions) – see 7.7 (a)
11&U	Mixed	(females & males – no restrictions) – see 7.7 (a)
13&U	Female	(males <13 years of age as at the first day of competition may participate)
13&U	Male	(females may participate)
13&U	Mixed	(females and males – no restrictions) – see 7.7 (a)
15&U	Female	(males <13 years of age as at the first day of competition may participate)
15&U	Male	(females may participate)
15&U	Mixed	(females and males – restrictions apply) – see 7.7 (b)
17&U	Female	
17&U	Male	
17&U	Mixed	(females and males – restrictions apply) – see 7.7 (b)
Open	Female	
Open	Male	
Open	Mixed	(females and males – restrictions apply) – see 7.7 (b)

**10. GRADING**


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- 10.1** The Association will implement a grading process which will be determined by the Association to evaluate, grade and re-grade all teams.
- 10.2** The Association reserves the right to re-grade a Team or Club at any time of any season.
- 10.3** Re-grading requests submitted to the Association by a Team or Club will be considered by the Association without any requirement for the Association to take any further action in relation to the grading of that Team or Club.
- 10.4** The Association will be the ultimate adjudicator of all grading decisions.
- 10.5** If a Team or Club is re-graded during a season, premiership points and goals for and against accrued in the initial grade in that season will be transferred and apply in the new grade the Team or Club has been entered into for the remainder of the season.

**11. DRESS CODE**


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**11.1** Players

- (a) Each Club and Team must submit its proposed uniform to the Association, for approval by the Association.
- (b) Clubs and Teams must notify the Association in writing of any proposed changes to their uniform for approval by the Association.
- (c) The Association must approve all Club and Team uniform colors and designs.
- (d) All players must wear their Club or Team nominated uniform including positional bibs and any sports brief or shorts when participating in the Association's activities.

- (e) Any player may seek a variation to the uniform for medical, cultural, religious or other reasonable grounds and must submit a request to the Association, which may be granted or declined at the discretion of the Association.
- (f) Trackpants, leggings, bike shorts and skins are not permitted as uniform.
- (g) Loose fitting shorts may be worn by participants in lieu of skirts, dresses or tailored uniforms. All loose fitting shorts must be of matching color.
- (h) All tops must be of matching color with little variation.
- (i) Players will receive a warning before a penalty is applied for incorrect uniform.

**Penalty;** *ineligible to participate for future rounds until presenting in correct uniform.*

- (j) **Junior participants in some sections**, to be determined by the Committee, may wear tracksuit pants or leggings where approved by the Association. Pants or legging color must be submitted to the Association as part of the Team or Club uniform approval process.

No jewellery or body piercing may be worn when participating in the Association's activities and players may be precluded from participating until such jewellery or body piercings are removed. A player unable to remove jewellery will receive a warning and permitted to participate with the adornment covered. The player must present with jewellery removed prior to the next scheduled match

**Penalty;** *ineligible to participate for future rounds until jewellery is removed.*

- (k) Finger nails must be short and smooth when participating in the Association's activities. Players will not be able to take the court if this requirement is not met. Taping of nails and wearing gloves other than for medical grounds provided in writing are not permitted. Acrylic nails must be removed or cut short and smooth when participating in the Association's activities.

## 11.2 Umpires

- (a) Umpires shall wear uniform as determined by the Association. Suitable footwear is required.

## 11.3 Representative Squad

- (a) The Association representative squad uniform will be determined by the Association.

## 12. CLEARANCES & ELIGIBILITY

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- 12.1 A player is only eligible to play with one team per competition per season. Once a player has played one match with a team, they are regarded a member of that team.
- 12.2 A clearance is required if a player wishes to transfer to another Club or Team during a season.
- 12.3 No player will be granted more than one (1) clearance per season.
- 12.4 A clearance will not be granted after the half way point of the relevant season has passed.
- 12.5 Players who owe outstanding playing fees to the Association or are in possession of Club or Team property (uniform, equipment) are not eligible to be granted a clearance.

**Penalty:** *Fine as determined by the Association. Match points may also be lost by the receiving team in each instance the player takes the court without approved clearance as determined by the committee.*

- 12.6** To obtain a clearance, a player must submit a clearance application to the Association and must comply with all of the requirements as outlined by the Association. The individual's existing Club or Team has seven (7) days from date of lodgement to complete the clearance upon receipt of approval from the Association or the Association will automatically clear the player to the new Club or Team. If a clearance application is approved by the Association, the player and both Teams will receive notification of such approval.
- 12.7** Any dispute arising from clearance restrictions will be dealt with according to the relevant grievance procedure of the Association.

### **13. CONDUCT OF GAMES**

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- 13.1** The Association is subject to, and must comply at all times with, The "Official Rules of Netball" as amended or revised from time to time.
- 13.2** The length of quarters for all matches governed by the Association will be determined by the Association prior to the start of the season.
- 13.3** If games are centrally timed there will be no injury time. However, matches may be stopped by the umpires at their discretion at any stage as considered appropriate to ensure the safety of players and maintain a safe playing area.

### **14. SCORING**

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- 14.1** The Association will provide an official scoresheet for all games.
- 14.2** It is the responsibility of the first named Team or Club to score the game.
- 14.3** Each Team or Club must provide a scorer for all games.
- 14.4** The scorers must remain together for the duration of the game on the sideline level with the centre circle.
- 14.5** One (1) official scoresheet will be used for each game. This scoresheet will list the complete names (both given and surname) of all players intending to participate as players in the game. This scoresheet shall also indicate the positions played each quarter by individuals and the game score. A record of centre passes must also be kept and provided if requested by an umpire.
- 14.6** At the conclusion of the game, to indicate their satisfaction that the information on the official scoresheet is correct, the official scoresheet is to be signed by the captains of both competing Teams or Clubs and the scorers.
- 14.7** The officiating umpires must also sign the scoresheet to indicate they have officiated the game.
- 14.8** One (1) premiership point will be deducted for teams with incorrect or incomplete score sheets or that have otherwise failed to comply with Bylaws 14.1-14.7.
- 14.9** If a scorer, Team or Club believes the score sheet is incorrect they must:
- (a) not sign the official scoresheet and notify the Committee;
  - (b) lodge a dispute in writing with the Association's secretary within 48 hours of the game being played.

The Committee will advise the result of the dispute and this decision shall be final and binding on all parties.

**15. COMPETITION LADDERS**

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- 15.1** Competition ladders will be made available by the Association during competition seasons.
- 15.2** Premiership points are awarded during competition seasons as follows:
- (a) 4 points for a win or bye;
  - (b) 2 points for a draw; and
  - (c) 0 points for a loss, forfeit or abandonment.
- 15.3** In the event of Teams or Clubs being equal on points, positions shall be determined by the percentage of goals scored for and against each Team or Club (with higher percentage from the relevant Teams or Clubs leading to higher position on the ladder). In the event of Teams or Clubs being equal on percentage, positions shall be determined by the greater number of goals scored by those Teams or Clubs.

**16. BORROWING PLAYERS – REGISTERED INCORPORATED CLUBS ONLY**

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- 16.1** Players shall only be permitted to qualify with one team per competition or age group.
- 16.2** Where there are two or more Teams from the same **Club** graded in the same section, players can substitute between teams until 5 games have been played with one team. Where a club has two or more teams in different grades, players from the same registered Club may borrow players from their lower grades team only, to play in a higher grade until the said player reaches the 5 game limit rule. \*\* Only one match may be played per round in all instances.

**17. FINALS**

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- 17.1** Finals will be played at the conclusion of the regular rounds of a season.
- 17.2** The format for finals for any given competition will be determined by the Association.
- 17.3** The ladder position of Teams and Clubs at the conclusion of the regular rounds of the season shall determine the Teams and Clubs which qualify to participate in the finals. Ladder positions are to be calculated in accordance with Bylaw 15.
- 17.4** Bylaw 13 applies to finals matches in the same manner as regular season matches.
- 17.5** If a final does not reach half time, it must be re-scheduled.
- 17.6** Drawn games will be conducted and resolved in accordance with the ‘Official Rules of Netball’ as amended or revised from time to time.
- 17.7** NetSetGO and 11/Under Teams or Clubs may participate in a round robin instead of finals.
- 17.8** The Committee will determine awards for premiers and runners-up in competitions.

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**18. PLAYER QUALIFICATION**

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- 18.1** Subject always to Bylaw 16, players shall be permitted to play in one grade division per competition per day/night.
- 18.2** Players must play a minimum of 5 (five) in that section throughout the season to qualify to compete in the finals.
- 18.3** Teams or Clubs found playing an ineligible player during finals will be deemed to have lost that game.

**Penalty:** *If the individual does not play the number of 5 (five) games as stipulated above, the player will be ineligible to participate in finals for that section.*

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**19. FORFEITS**

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- 19.1** In the event that a Team or Club forfeits prior to the game clock starting, only players of the non-offending Team or Club will be deemed to have participated in that game. Players of the offending Team or Club will not be deemed to have participated in that game.
- 19.2** A forfeit of less than 24 hours notice will incur a fee equivalent to 2 match fees. A forfeit of more than 24 hours notice will incur a fee equivalent to 2 match fees less expenditure for officials. All fees imposed on any Team or Club that forfeits a match shall be provided by invoice with 30 day payment terms.
- 19.3** Two forfeits during a regular season may result in that Club or Team's exclusion from entry into future competitions.
- 19.4** A forfeit with less than 24 hours notice in the event of a team affected by COVID-19, will incur a fee equivalent to the remuneration of officials for that match.

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**20. CANCELLATIONS**

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- 20.1** When games are cancelled on account of a factor beyond the control of the relevant Teams or Clubs (e.g. power outage, or other extenuating circumstances, weather or some other cause) the match will be deemed a draw, both Teams or Clubs will be credited with two (2) points and five (5) goals each and the competition will continue as per the fixture.
- 20.2** Four (4) points can only be awarded to a Team or Club for winning a fully completed game.
- 20.3** In the event that a game is cancelled due to weather a maximum of twelve players for each Team or Club can be deemed to have participated in the game.
- 20.4** Should circumstances occur which require successive rounds to be cancelled, the Association will consider the position and determine a suitable course of action.

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**21. SELECTION OF REPRESENTATIVE TEAMS**

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- 21.1** The Association will organise the representative squad trials or selections at their discretion.
- 21.2** Selection trials will be conducted under the following conditions:
- (a) All players registered with the Association and have completed an expression of interest form shall be informed of the date, time and place where selection trials may be held.

- (b) Notice of selection trials will be provided at least ten (10) days prior to the date of the selection trials.

**21.3** Team Selection Panels

- (a) Team Selectors will be appointed for each team and may be made up of the Team Coach and other nominated selectors.
- (b) Team Selectors may be appointed to more than one panel.

**21.4** Players shall be notified of the outcome of selection trials within the timeframe nominated by the Association.

**21.5** Players may request feedback from the Team Selectors.

**21.6** The Team Selector's decision shall be final and no appeals regarding selections made under this Bylaw are available.

**22. TEAM OFFICIALS**

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**22.1** The Team Officials shall consist of the following roles:

- (a) Coaches
  - (i) All coaches must have a minimum 'Foundation Coaching Level Accreditation' in order to coach a Team or Club.
- (b) Team Managers
  - (i) A team manager shall be appointed for each selected Team or Club.
- (c) Primary Carer
  - (i) Each Team or Club must have an appointed primary carer who is qualified (minimum of basic first aid) to treat injury or illness. The primary carer is permitted on the court during a stoppage for injury/illness of a player or blood issues.
  - (ii) The primary carer must wear identification as specified by the Association.
- (d) Scorer and Timekeeper
- (e) Umpires
  - (i) An umpire shall be appointed for each match.
  - (ii) An individual must, at a minimum, have completed the online theory exam to be eligible to be appointed as an umpire.
- (f) Captain & Vice-Captain
- (g) Each Team and Club is allocated a team bench where Team Officials and bench players are located during play.

**23. AWARDS**

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- (a) Grand Final medallions or equivalent shall be presented to the winning team of each grade. Runner Up awards may be awarded in each Grand Final of each grade at the discretion of the Association.

- (b) A Most Valuable Player in Grand Final shall be awarded to each deciding match per grade.

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**24. ACCREDITATION**

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- 24.1** The Association shall take all reasonable steps to ensure that all Team Officials have the appropriate minimum qualifications.
- 24.2** Where minimum accreditation standards are not met, the Association shall encourage and support the member(s) to achieve the minimum accreditation standard.
- 24.3** The Association will not appoint any person to a Team Official position unless that individual has achieved the minimum standard accreditation, or is in the process of acquiring the minimum standard accreditation.

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**25. RISK MANAGEMENT**

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- 25.1** Injury Reporting
- (a) All Teams and Clubs are responsible for recording all injuries of the injured player (or players' guardian for players under 18) on the Association Injury Report Form.
- 25.2** Child Safety in Netball
- (a) The Association and all Teams and Clubs are responsible for the observance, promotion, enforcement and monitoring of the Child Safety in Netball Policy and Code of Conduct.
- (b) The Association and all Teams and Clubs are responsible for the management and administration of the application of the Netball Victoria Working with Children Check Regulation.
- 25.3** Game Day Checklist
- (a) A Game Day Checklist must be completed prior to all Association and Team and Club competitions, tournaments, games, programs and training.
- (b) Any hazards identified will be:
- (i) Documented;
  - (ii) Rectified if possible; and
  - (iii) Reported to the appropriate agency (local council, reserve committee) if major repair is required.
- 25.4** First Aid
- (a) The Association will provide a first aid kit for competitions played at the Association's venues.
- (b) The first aid kit will be stored in the control room and all appropriate personnel (including court supervisors, umpires and coaches) will have access to it.
- (c) Selkirk Stadium will maintain the first aid kit supplies.

- (d) The Association will have a designated room or area for the treatment of injuries. The room or area should be kept clean and accessible at all times.
- (e) The Association will ensure that a qualified first aider is present at all competitions.

**26.5** Emergency procedures

Emergency phone numbers - ambulance, police and an emergency procedure plan is to be displayed at the Association venue.

**25.5** Weather

In the case of extreme weather conditions, the Association shall refer to the Association's weather policy.

**26.9** Smoke Free

The Association adopts a smoke free policy.

Smoking is banned within 10 metres of an outdoor public sporting venue during organised underage sporting events and training sessions.

**26.10** Responsible Serving of Alcohol in Sporting Clubs

The Association will adopt a responsible serving of alcohol policy.

**26.11** Sun Protection

The Association will adopt a sun smart policy in the event outdoor courts are used for domestic competitions.

**26.12** Netball Australia and Netball Victoria Policies

The Association will adopt all codes, policies, procedures and regulations from Netball Australia and Netball Victoria as amended from time to time.

**26. DISPUTE RESOLUTION**

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**26.1** Where a member breaches a Bylaw, and that Bylaw prescribes a penalty for such breach, then the Association may impose such penalty. For any other breach of the Bylaws, the Association will impose any other penalty it sees fit in accordance with these Bylaws and the Constitution.

**26.2** Any member who does not agree with a penalty or action of the Association made under this Bylaw, may advise the Association in writing within a timely manner following the penalty or decision being made. The Association may then:

- (i) Discuss the issue with the relevant party and then make a decision regarding the matter. The Association shall inform the party/s involved of their decision either verbally or in writing; or
- (ii) Have an informal meeting with the relevant party/s in order to discuss and resolve the dispute.

**26.3** Any penalty imposed under Bylaw 26.2 is final.



**27. SPECIAL CIRCUMSTANCES/PROVISIONS CLAUSE**

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Where these Bylaws are silent on a particular matter, a decision can be made by the Administration of the Association. In exceptional or extenuating circumstances, the Administration may, acting reasonably, alter, vary or waive the requirements set out in these bylaws relating to the Association.

**29. INDEMNITY**

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Except where provided or required by law and such cannot be excluded, the Association and its respective directors, officers, members, servants or agents are absolved from all liability however arising from injury or damage, however caused, arising whilst participating in the Association's activities as a member.