



Diamond Valley
Basketball Association Inc.
Northern Junior Basketball
League

By-laws: Association

| Revision | Date | Description |
|----------|-------------|---|
| 1 | 07/11//2019 | Initial split of by-laws into Association and Game day documents. |
| 2 | 05/07/2023 | Summary of changes |
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DIAMOND VALLEY BASKETBALL ASSOCIATION INCORPORATED NORTHERN JUNIOR BASKETBALL LEAGUE

These By-laws are endorsed by the Board of the Diamond Valley Basketball Association (DVBA).

The role of the DVBA, through its Junior Domestic Competitions in the Northern Junior Basketball League (NJBL), is to provide a safe and enjoyable environment that enables each player to develop to the full potential of their ability and desire.

The Competitions will be administered by the DVBA's Competitions Manager in accordance with *Basketball Victoria's Rules of the Game*, Basketball Victoria's Policies and these By-laws.

The Competitions Manager will generally be responsible for the conduct of the Competitions and has the power, under these By-laws, to administer the rules, procedures and regulations.

The Competitions Manager, in conjunction with the DVBA's General Manager, will make any necessary ruling or determination in matters not specifically addressed in these By-laws.

Association

The Northern Junior Basketball League (NJBL) is comprised of Member Clubs, admitted from time to time, in the Junior Domestic Program of the DIAMOND VALLEY BASKETBALL ASSOCIATION INCORPORATED (DVBA).

1. General

1.1. Definition of a Club

- 1.1.1. To be eligible to enter the NJBL, a club must enter no fewer than three (3) teams in its first Season and have growth in teams within 12 months of entering the NJBL competition.
- 1.1.2. A Member Club must be administered by a committee for the purpose of entering teams to play in the NJBL.
- 1.1.3. A team must have a minimum of five (5) permanently Allocated Players (See **By-Laws: Game Day - Section 1.11** for maximum numbers allowed to play).
- 1.1.4. In submitting applications to join the NJBL, prospective Member Clubs must submit proposed details of their proposed:
 - Club Logo.
 - Playing uniform that clearly shows patterns and colour combination.
 - Alternate uniform that clearly shows patterns and colour combination.
- 1.1.5. When a new club is accepted as a Member Club of the NJBL, the Logo, primary and alternate uniform that are approved becomes the Approved Uniform of the club and is the only uniform permitted to be worn on Game Day.
- 1.1.6. The Competitions Manager must be informed prior to, and provide approval for, any changes or additions being made to a club's Approved Uniform.
- 1.1.7. After two (2) seasons absent from the NJBL, a club's colour priority will lapse. (See **By-Laws: Game Day - Section 4.1**)

1.2. Fidelity Bond

- 1.2.1. Clubs applying to be Member Clubs in the NJBL must lodge a Fidelity Bond with the DVBA Administration, at the rate prescribed (See Section 10).
- 1.2.2. The Fidelity Bond is payable once, at the time a club is accepted as a Member Club of the NJBL. No additional bond is required in subsequent Seasons.
- 1.2.3. The Bond will be retained by the DVBA to be held, in trust, until such time as the club ceases to participate in the NJBL.
- 1.2.4. Clubs ceasing to be Member Clubs of the NJBL must apply, in writing, to the Competitions Manager for the return of the Fidelity Bond. Refund of the bond will be made with consideration of any monies the departing club still owes to the DVBA.
- 1.2.5. The Fidelity Bond may be appropriated, at any time, towards any monies owed by a Member Club to the DVBA. In such circumstances, until the outstanding money is paid to the DVBA - which would result in the bond being reinstated - the club will not be allowed to participate in any manner or in any Competition managed by the DVBA.

1.3. Team Entry

- 1.3.1. Each Season, Member Clubs must lodge details of the number of teams, per Competition (Age Groups and Gender), they wish to enter into the NJBL. The Competitions Manager will provide clubs with the prescribed Teams Entry Form and the due date for submission.
- 1.3.2. Clubs will be issued with invoices for team entry fees, at the rate prescribed on the Team Entry Form. Invoices must be paid by the due date prescribed on the invoice.
- 1.3.3. The names of Clubs' Delegates (See Section 3) must be lodged along with the submission of team entries each Season.
- 1.3.4. Member Clubs must enter their teams into the Online Competition Management System (OCMS) by the due date prescribed by the Competitions Manager.
- 1.3.5. Late entry of teams may incur a fine for each team submitted after the due date (See Section 10).
- 1.3.6. The DVBA is not obliged to accept Member Clubs' team entries into the NJBL. It may impose limitations on numbers of teams entered into a Competition, or other conditions, as it sees fit.
- 1.3.7. Where entries of a team or teams are not accepted, the club will not be invoiced for the team entry fee or, if payment has been made, will have the fees returned or credited to the club's account.
- 1.3.8. Clubs must ensure that all players that have played Representative basketball in the past 24 months include this detail when registering.
- 1.3.9. When entering a team into the OCMS, Member Clubs must nominate a Grade (A, B, C, D...) that reasonably reflects the team's ability. If a club is uncertain of a team's ability, they should enter the team into a higher rather than a lower Grade.
- 1.3.10. Any Member Club withdrawing team(s), after a Competition's fixture has been created for the first game of the Grading Period, will incur a fine (See Section 10).
- 1.3.11. If a Member Club does not notify the Competitions Manager, at least 48 hours prior to the first game of the Grading Period, that a team is to be withdrawn from the Competition then the Walkover Fine (See Section 10) will be imposed in addition to the penalty specified in clause 1.3.10).
- 1.3.12. In conjunction with Section 1.1, teams that have fewer than five (5) Allocated Players, via the OCMS, will not be added to the Competition fixture. This is to reduce the likelihood of a Walkover.
- 1.3.13. All registered players participating in the NJBL are covered under Basketball Victoria's insurance

1.4. Player Classification

The By-laws relating to Player Classification were introduced to ensure an even but strong Junior Domestic Competition in the NJBL for all players, every season.

The Restricted Player rules are in place to prevent clubs from recruiting representative players, from other Member Clubs, to create 'super teams'. Clubs who actively recruit representative players from other clubs are not operating in line with the values of the NJBL.

The DVBA encourages all Member Clubs to value their Home-Grown Players and to ensure that the Junior Basketball is an available and a competitive environment for players of all skills levels.

1.4.1. Players Classification

Home-Grown Player

A Home-Grown Player is one who has played for **24 months (four (4) Seasons)** continuously with the same DVBA Member Club. Exemptions requests can be made to the Competitions Manager for U16s age groups and up.

Ordinary Restricted Players

An Ordinary Restricted Player is one who has competed in representative basketball in specific divisions of the VJBL within the previous **12 months**.

- **Girls:** a Restricted Player is one who has played at the level of **VC, VJL1 or VJL2**
- **Boys:** a Restricted Player is one who has played at the level of **VC, VJL1 or VJL2**

Home-Grown Restricted Player

A Home-Grown Restricted Player is one who has played for **24 months (four (4) Seasons)** continuously with the same DVBA Member Club and also competed in representative basketball in the previous 12 months, as detailed in **Ordinary Restricted Player**).

Transferred Restricted Player

A Transferred Restricted Player is one who is transferring between DVBA Member Clubs and has also competed in representative basketball, for any Association, in the previous 12 months, as detailed in **Ordinary Restricted Player**).

- 1.4.2. There is no limit to the number of Home-Grown Restricted players that can play for a Junior Domestic team provided there are also no other class of restricted players in the team.
- 1.4.3. Where a team consists of a combination of restricted player classes, the total number of all restricted players must not exceed 4.
- 1.4.4. An **Ordinary Restricted Player** cannot transfer/clear to a team or play their first Season in the NJBL in a team, that already has **four (4) restricted players** of any class.
- 1.4.5. A **Transferred Restricted Player** is NOT considered Home-Grown until they have played four (4) consecutive seasons (24 months) with their new club.
- 1.4.6. Any team including **four (4) or more restricted players** of any class must be entered into a Competition in A Grade only.
- 1.4.7. If a team includes the maximum number of **restricted players** as Allocated Players, another **restricted player** may play as a Fill-in Player, for a maximum of **five (5)** games in one Season, to replace a **restricted player** who is unavailable.
- 1.4.8. If a team includes fewer than the maximum number of **Restricted Players** as Allocated Players, there is no limit to the number of games a **restricted player may** Fill-in for a team. Confirmation will be required from the Competitions Manager.

2. Player Registrations, Clearances and Transfers

2.1. Registrations

- 2.1.1. Any player wishing to participate in the NJBL must be registered with a Member Club.
- 2.1.2. Players are not permitted to play for more than one (1) Member Club within the DVBA simultaneously.
- 2.1.3. Registration of individual players is managed by each Member Club.
- 2.1.4. Ahead of each new Season, all Member Clubs will open a registration period during which players register and make registration fee payments via the OCMS.
- 2.1.5. A player must follow the registration process of their Member Club, including the paying of registration fees and registration/payment deadlines. Players must abide by their club's individual rulings and policies.
- 2.1.6. A player remains linked to the DVBA Member Club with which they first registered until age prevents their participation in the NJBL, or they transfer and are cleared to another Member Club.
- 2.1.7. To participate in the NJBL a player must be at least four (4) years of age. Players must be at least six (6) years of age to play in an Under 10 Competition or above.

2.2. Clearance and Transfer Requests

- 2.2.1. When a transfer is initiated, the outgoing Member Club must action the request within seven (7) days or the Competitions Manager may impose a fine. (See Section 10).
- 2.2.2. If the Member Club from which a player is departing does not approve the transfer request within seven (7) days of the request being triggered in the OCMS, the matter should be referred to the Competitions Manager.
- 2.2.3. Any player who is awaiting a clearance from their departing club **may not** play with the receiving club until the transfer is approved. Any player who does so will be deemed to be an **Ineligible Player** (See Section 2.4).

2.3. Clearance and Transfer Restrictions

- 2.3.1. A maximum of **two (2)** transferred players may be added to any team in a Season.
- 2.3.2. It is at the Competition Manager's discretion whether or not more than **two (2)** transferred players can be added to the same team. Any such decision made would be in regard to the improvement of the Competition.
- 2.3.3. Any player transferring between Member Clubs within the NJBL will, upon registration with their new club, trigger a transfer request via the OCMS. The request will be sent, for approval, to the club the player is departing from. It is each player's responsibility to advise their new club of their playing history within the NJBL.
- 2.3.4. If a player seeks to transfer between Member Clubs and the club they were last registered with no longer exists within the NJBL; or they have not played with their previous club for 12 months, their transfer will automatically be approved by the Competitions Manager. This is provided that the transferring member has met all financial obligations with their departing club and the transfer does not contravene any other by-law.
- 2.3.5. Player transfers between Member Clubs will not be considered after the third game of the Grading Period is complete, unless approved by the Competitions Manager.
- 2.3.6. No new players are to be added as Allocated Players to a team, via the OCMS, after the conclusion of the Grading Period, unless approved by the Competitions Manager.
- 2.3.7. No member of the DVBA, or its Member Clubs, may approach, coerce, or attempt to persuade - directly or indirectly - a player or their parents/guardians to transfer to another Member Club (otherwise known as poaching).

- 2.3.8. Should the DVBA have any doubts as to the details supplied on a player's registration, or in relation to a transfer request, the Competitions Manager can request additional proof that they believe is warranted to satisfy their enquiries.
- 2.3.9. The Competitions Manager may override any existing By-law and approve a player's clearance where they feel exceptional circumstances apply.

2.4. Penalties Relating to Registrations, Clearances and Transfers

- 2.4.1. Any registration, clearance or transfer that is approved, but is subsequently found to be false or misleading, will result in the player being deemed ineligible and will also result in the forfeit of all games the player participated in. Member Clubs found in breach of these By-laws may be subject to disciplinary action and referred to the DVBA Tribunal.
- 2.4.2. A Member Club cannot select a player who is the subject of a transfer request, until the clearance is approved. Any club that intentionally ignores this rule, after being formally advised of the player's ineligibility, will forfeit all Premiership Points for the games the individual has played in.
- 2.4.3. If a transfer involving a Restricted Player is approved, and it is subsequently determined that the player was allocated to a team that already had the maximum number of Restricted Players, the clearance will be revoked and all games that the Restricted Player participated in, for their new club, will be forfeited (See Section 1.4).
- 2.4.4. Where a member of the DVBA, or its Member Clubs, is found guilty of poaching(See Section 2.3), the offending club will not be allowed any Restricted Player clearances for two (2) full seasons; and the offending Association or club representative(s) involved will not be permitted to hold any position within the NJBL for the same period.

2.5. Registration, Transfer and Clearance Appeals

- 2.5.1. Where a Member Club believes that extenuating circumstances exist, in relation to player registrations, transfers and clearances, a request for Special Consideration may be submitted, in writing to the Competitions Manager. The submission should include as much detail as possible relating to the perceived grounds for Special Consideration.
- 2.5.2. Where a Member Club does not accept the Special Consideration decision of the Competitions Manager, the club has the right to appeal the decision. The appeal request must be lodged with the Competitions Manager, in writing by the Club Delegate, within seven (7) days of a decision being handed down.
- 2.5.3. The appeal will be heard by the DVBA Board.
- 2.5.4. In all cases, the onus is on the Member Club to ensure that the decisions handed down to it, by the DVBA Board at the conclusion of the appeal, are upheld.
- 2.5.5. The appeal decisions made by the DVBA Board will be communicated to the Competitions Manager who will notify the relevant Member Club Delegate in writing.

3. Club Delegates

- 3.1.1. Each Member Club of the DVBA must nominate a maximum of two (2) Club Delegates (eg: Committee President and Secretary) who will be the primary contacts for the club.
- 3.1.2. It is the responsibility of the Club Delegates to apprise their club's committee and membership of any information distributed by the Competitions Manager or members of the Board of the DVBA.
- 3.1.3. Member Clubs should advise the Competitions Manager of their Club Delegates, as requested each Season.
- 3.1.4. The Club Delegates hold full responsibility for all matters where advice has been provided, by the DVBA, with at least one week's notice. The DVBA will advise Club Delegates on urgent matters requiring immediate attention.
- 3.1.5. The DVBA requires all Member Clubs to provide assistance, via feedback, personnel etc, when necessary in the execution of its duties in the NJBL.

4. Alterations to the By-laws

- 4.1.1. A By-law may be altered, added to, rescinded, or inserted by resolutions of the DVBA; or resolutions passed by the Member Clubs; or recommendations made by Subcommittees appointed by the Member Clubs and endorsed by the DVBA Board.
- 4.1.2. All amendments to these By-laws must be ratified by the Board of the DVBA.
- 4.1.3. Decisions of the DVBA, in relation to the alteration of the By-laws, will be notified to all Club Delegates which is then deemed to be official notification of the alterations.

5. Communication

- 5.1.1. Only Member Club Delegates, as specified to the Competitions Manager each Season, should make contact with the DVBA via the Competitions Manager. <https://dvbasketball.com.au/staff/>

6. Meetings

- 6.1.1. Junior Domestic Subcommittee Meetings, to which a Club Delegate from each Member Club is invited, will be scheduled at least two (2) times per calendar year. The Competitions Manager will provide all Member Clubs with a copy of the Junior Domestic Subcommittee Terms of Reference.
- 6.1.2. The Competitions Manager will contact all Member Clubs, with a scheduled meeting time and to seek agenda items, prior to each Junior Domestic Subcommittee Meeting. Minutes of each meeting will be distributed to all Member Clubs with 14 days of the meeting.
- 6.1.3. Club Delegates can request to meet with the DVBA's General Manager when necessary.
- 6.1.4. The Annual General Meeting (AGM) of the Diamond Valley Basketball Association Inc. will be held as stipulated in the *Constitution of the Diamond Valley Basketball Association Inc.*
- 6.1.5. Any general business to be included on the agenda for the AGM must be forwarded, by Club Delegates, to the Secretary of the DVBA Board 21 days prior to the meeting date.
- 6.1.6. All correspondence related to meetings may be forwarded as stipulated in *Section 8. Communication.*

7. DVBA Tribunal Attendance and Appeals

- 7.1.1. All members of the DVBA including coaches, spectators, and officials will be subject to the Basketball Victoria (BV) Tribunal Procedures and By-laws which can be found at <https://www.basketballvictoria.com.au/resources/association-resources/governance>
- 7.1.2. Any person officially reported, in relation to alleged misconduct while a participant in the NJBL (as coach, player, official, spectator etc), will be required to attend a Tribunal Hearing convened by the DVBA Tribunal Secretary.

- 7.1.3. Any appeals relating to decision made at Tribunal Hearings, conducted by the DVBA, must be lodged with the Basketball Victoria Tribunal according to its Penalties and Appeals Procedures. <https://www.basketballvictoria.com.au/resources/association-resources/governance>

8. Game Incident Report Appeals

See **By-Laws: Game Day - Section 3.2.** for information on incident reporting on Game Day.

- 8.1.1. If an Incident Report is completed and submitted to the Competitions Manager or General Manager by a Referee Supervisor, Referee or Club Delegate, the Competitions Manager or General Manager will determine if any penalties or sanctions are warranted and will advise the relevant Member Club Delegate or individual.
- 8.1.2. If parties who are the subject of an Incident Report do not agree with the Competitions Manager or General Manager's determinations on the matter, they may seek to appeal via email. The lodgment of the appeal must be received by the Competitions Manager or General Manager within seven (7) days of their initial decision being handed down.
- 8.1.3. The Competitions Manager or General Manager may decide to send the Appeal direct to a Tribunal Hearing.

9. Working with Children Checks and Child Safe Standards

- 9.1.1. DVBA adheres to the Basketball Victoria Policies and relevant Victorian State legislation regarding Working with Children Checks (WWCC) and Child Safe Standards.
- 9.1.2. All Member Club's officials, including committee members and coaches 18 years of age or older, require a valid WWCC.
- 9.1.3. Prior to Round One (1) of every Season, Member Clubs must ensure that:
- All teams' coaches are entered into the Online Competition Management System (OCMS).
 - All coaches have (or have applied for) a valid WWCC.
 - All coaches have signed a Basketball Victoria Member Protection Statutory Declaration within the prior 2 ½ years.
- 9.1.4. Member Clubs must keep a record of all coaches' WWCC, including a copy of the card, and Statutory Declaration information that they will make available to the DVBA upon request.
- 9.1.5. Where coaches or committee members are police officers or teachers, copies of their registration numbers/cards, which supersede WWCCs, should be held by Member Clubs along with a copy of their driver's license, or equivalent photo identification.
- 9.1.6. Each Member Club must monitor their coaches' WWCC statuses and identify those whose will expire within a Season. The club should prompt coaches to undertake the WWCC renewal process prior to their card expiring.
- 9.1.7. All Member Clubs should be aware of and adhere to the seven *National Child Safe Standards*:
1. Organisations establish a culturally safe environment in which the diverse and unique identities and experiences of Aboriginal children and young people are respected and valued.
 2. Child safety and wellbeing is embedded in organisational leadership, governance and culture.
 3. Children and young people are empowered about their rights, participate in decisions affecting them and are taken seriously.
 4. Families and communities are informed and involved in promoting child safety and wellbeing.
 5. Equity is upheld and diverse needs respected in policy and practice.
 6. People working with children and young people are suitable and supported to reflect child safety and wellbeing values in practice.
 7. Processes for complaints and concerns are child-focused.
 8. Staff and volunteers are equipped with the knowledge, skills and awareness to keep children and young people safe through ongoing education and training.

9. Physical and online environments promote safety and wellbeing while minimising the opportunity for children and young people to be harmed.
10. Implementation of the Child Safe Standards is regularly reviewed and improved.

10. Policies and procedures document how the organisation is safe for children and young people. Fees, Charges, Penalties and Fines

- 10.1.1. The DVBA Administration will publish a Fees, Charges, Penalties and Fines Schedule each Season. Publication of the schedule on the official DVBA website, and distribution via email to Club Delegates, is deemed to be sufficient notification of the schedule.
- 10.1.2. All Member Clubs will be required to accept and pay all fees, charges, penalties and fines as required under these by-laws.
- 10.1.3. All fees are inclusive of GST, except where specifically noted.
- 10.1.4. The Fidelity Bond is set at \$300.00 per Club. The Fidelity Bond is paid once, at the time of each club's acceptance as a Member Club of the DVBA (See Section 1.2).
- 10.1.5. The payment of fees and charges, at the rate prescribed by the DVBA Administration, must be paid by the due dates listed on invoices.

Any club with unpaid fines or monies owing to DVBA will not be able to enter teams in Competitions in a new Season until outstanding monies are paid in full.
- 10.1.6. A late fee may be imposed on Member Clubs that submit team entries after the due date (See Section 1.3)
- 10.1.7. Any Member Club withdrawing team/s after the third game of the Grading Period will not be refunded the team entry fees paid.
- 10.1.8. If a Member Club does not notify the Competitions Manager that a team is to be withdrawn from a Competition at least 48 hours prior to the first game of the Grading Period, a Walkover Fine, as prescribed in the Fees, Charges, Penalties and Fines Schedule, will be imposed in addition to the relevant team entry fees being retained.
- 10.1.9. A team is liable for a Walkover Fine for each Walkover given, as prescribed in the Fees, Charges, Penalties and Fines Schedule. (See **By-Laws: Game Day - Section 1.15**)
- 10.1.10. Fines not paid by Member Clubs within 14 days of notification will result in the club's loss of Premiership Points. All teams will have points reinstated if fines are subsequently paid prior to the Finals Series.
- 10.1.11. All fines must be paid prior to teams being eligible to participate in the Finals Series, even if this requires Member Clubs to pay a fine in less than 14 days, as outlined in clause 10.1.10).
- 10.1.12. If a Member Club wishes to dispute a fine, contact must be made with the Competitions Manager, in writing, within seven (7) days of notification of the fine.

11. Loss of or Damage to Personal Property

- 11.1.1. The DVBA accepts no claims for loss or damage to personal property at any DVBA Venue or Event.