

Cockburn Basketball Association Inc. (CBA)

Affiliation By-Law

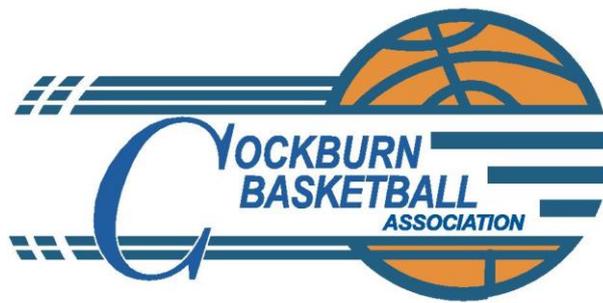


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Affiliated Domestic clubs

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Affiliated Domestic clubs

Guiding Principles

Since inception, the Cockburn Basketball Association's (CBA) competitions have long held a rich and positive connection to domestic basketball. These clubs provide one of the earliest entry points into the sport of basketball, are often the first impression of the association, and begin the development of the lifelong player and volunteer at the CBA.

The importance of this relationship is recognised by the CBA, and while these relationships have informally existed since the inception of the Association, these by-laws serve to galvanise basketball to best serve the community.

Additionally, these by-laws serve as a mechanism for domestic clubs to seek governance assistance from the Association to best serve their sub-community of the Association and legally recognise clubs as affiliated for the purpose of insurance for the Association.

Division one – Term Used

Domestic club

Domestic club is a financially incorporated Domestic club which enters its teams in the CBA's junior or senior domestic competition with obligations conferred by the process outlined in this affiliation By-Law.

Division two – Affiliation of Domestic club

1. Eligibility for Affiliation

Any Domestic club who supports the objects of the CBA is eligible to apply for affiliation status, providing the applicant:

- (i) Is a financial incorporated Domestic club with an approved constitution that is compliant with the Associations Incorporations Act 2015;
- (a) Acknowledges and agrees that it will:
 - (i) Be or remain incorporated in Western Australia;
 - (ii) Comply with and be bound by the standards and technical requirements of the Association;

- (iii) Uphold and align to the objects set out in CBA's constitution and comply to the Rules, By-Laws, policies and procedures when entering CBA's affiliated competitions.
- (b) Acknowledges and agrees that upon applying for affiliation the applicant is also bound by the constitution of the CBA.
- (c) Acknowledges and agrees that upon applying for affiliation the applicant may only be affiliated with CBA and its associated competitions and may not seek to affiliate with other Basketball WA affiliated associations, unless they de-affiliate with CBA.

2. Applying for Affiliation

- (a) A Domestic club who wants to become affiliated with CBA must apply to the CBA by means of the affiliation application form and annual fee.
- (b) The application form must be signed by the President of the applying Domestic club and at least one other committee member as recognised within the Domestic club's constitution.

3. Dealing with Affiliation Applications

- (a) The CBA Board considers each application for Domestic club affiliation and decides whether to accept or reject the application.
- (b) Subject to sub-clause (c), the Board must consider applications in the order in which they are received by the CBA.
- (c) The Board may delay its consideration of an application if the Board considers that any matter relating to the application needs to be clarified by the applicant or that the applicant needs to provide further information in support of the application.
- (d) The Board must not accept an application unless the applicant:
 - (i) Is eligible under clause 2; and
 - (ii) Has applied under clause 3.
- (e) The Board may reject an application even if the applicant:
 - (i) Is eligible under clause 2; and
 - (ii) Has applied under clause 3.
- (f) The Board must notify the applicant of a board's decision to accept or reject the application as soon as practicable after making the decision.

- (g) If the Board rejects the application, the Board is not required to give the applicant its reasons for doing so.

4. Becoming an Affiliated Domestic club

An applicant for Domestic club Affiliation becomes affiliated when:

- (a) The Board accepts the application; and
- (b) The applicant pays any affiliation fees payable to the CBA under clause 3.1.

5. De-affiliation

An Affiliated Domestic club may de-affiliate with the CBA when:

- (a) Written notice is sent to the Administrator of the CBA by the Affiliated Domestic club, indicating the intent of the affiliated domestic club to de-affiliate; or
- (b) The Affiliated Domestic club does not re-affiliate at the conclusion of the existing term of Affiliation.

Division three – Affiliation Fees

6. Affiliation Fees

- (a) The Board must determine the affiliation fee to be paid annually for Domestic club affiliation, which will be reviewed on an annual basis. The CBA acknowledges this fee is administrative in nature only and is not a source of revenue for the CBA.
- (b) An affiliated Domestic club must pay the annual affiliation fee to the CBA, via the Administrator authorised by the Board to accept payments, by July 1st each year unless determined otherwise by the Board.
- (c) If an affiliated Domestic club has not paid the annual affiliation fee within the period of two months after the due date, the affiliated Domestic club is required to discuss its intention to re-affiliated otherwise it will cease to be an affiliated Domestic club on the expiry of that period.

Division four – Rights and Obligations

7. Rights and Obligations of affiliated domestic clubs;

An affiliated Domestic club of the Association;

- (a) Will uphold and enforce the Rules, By-Laws, policies and procedures published from time to time by the CBA.
- (b) Will meet all financial obligations with CBA by the appropriate date as set by CBA. Should the Domestic club be unable to meet the obligations set by the CBA, the affiliated Domestic club acknowledges and agrees that the CBA may not permit individual teams or players to continue playing in the competition until financial obligations are met.
- (c) Will abide by Clause 1(c)
- (d) Will act in good faith to ensure the CBA competition remains the primary source of business for the Affiliated Domestic Club.
- (e) Will undertake and/or do all such things or activates as are necessary, incidental or conducive to the advancement of the Domestic club and CBA's objects.
- (f) Provide the CBA with all appropriate compliance information relating to the eligibility of the Domestic clubs, which includes, but is not limited to;
 - (i) Contact details for the current Board/Committee
 - (ii) AGM Minutes
 - (iii) Association Balance Sheet and Financial Statements
 - (iv) In the absence of (iii), a solvency certificate from a member of Chartered Accountants Australia and New Zealand (CA or FCA), CPA Australia (CPA or FCPA) or Institute of Public Accountants (MIPA or FIPA) – providing they are not a member of the Affiliated Domestic Club's committee.

8. Rights and Obligations of the CBA

The CBA, in relation to affiliated Domestic clubs will –

- (a) Undertake and/or do all such things or activates as are necessary, incidental or conducive to the advancement of the Domestic club and CBA's objects.
- (b) Provide governance support to Domestic clubs by way of mechanisms afforded to the CBA through their affiliation with BWA when (and if) required by the affiliated Domestic club. This includes but is not limited to; constitution review and update, committee training, governance principles (code of conduct etc) and financial management.
- (c) Provide use of the Cougar Den for meetings and functions with no booking fee. However, the CBA reserves the right to charge for cleaning or repairs

that are beyond the normal scope of work for the CBA after use by an Affiliated Domestic club.

- (d) Provide promotion of the Domestic club at CBA as an official affiliated Domestic club, including provision of signage in a position and format determined by the CBA. Additionally, this includes a direct link to the club via the official CBA website.
- (e) Provide first referral rights from competition wait lists to affiliated Domestic clubs as required.
- (f) Provide merchandise discounts to affiliated Domestic club members that are not available to non-affiliated club members.
- (g) Provide a forum to meet with the CBA President and CEO every second month, and a forum to meet with the wider CBA Board and Operational Staff (at a time other than a scheduled board meeting) twice per year.