



TOUCH FOOTBALL AUSTRALIA

AFFILIATE MEMBERSHIP REGULATIONS



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INTRODUCTION

The greatest strength of Touch Football is the member associations and clubs throughout Australia that continue to provide opportunities for people of any age, gender, race, ethnicity, sexual orientation or religion to participate in our game. These associations and clubs continue to thrive through the dedication and efforts of the administrators and volunteers who help to develop the sport.

The purpose of this document is to guide new members to becoming, and existing members, to maintaining membership in accordance with the Constitution and Affiliate Membership Regulations of Touch Football Australia.

The Touch Football Australia Affiliate Membership Regulations updates the 2015 Affiliate Regulations and outlines the foundation of how to become a member linking local competitions to regional, state, national and international governing bodies of the sport. It details both the obligations and benefits of membership including access to Touch Football's National Insurance Scheme and the importance of individual member data.

To maintain access to the benefits of membership including access to the National Insurance Scheme, affiliated members must comply with all relevant laws, by-laws and regulations of Touch Football Australia including the use of MySideline for the registration of individual members. Failure to do so may prejudice your rights and entitlements under the insurance policy and access to the benefits of membership.

Touch Football Australia's policies and procedures are living documents which reflect best practice governance and industry standards. As such, to maintain currency, policy and procedures are periodically reviewed and updated. It is important members ensure they are applying the most up to date version of these documents. All the sport's latest policies can be found at

<https://www.touchfootball.com.au/policies/>



AFFILIATION FRAMEWORK

TFA is the governing body for the sport in the country and as such, has a number of key roles and responsibilities that we perform in support of our members. Our central focus is to develop Touch Football with a 'whole of sport' outlook in mind. It is also our duty to collaborate with our partners, stakeholders and members to provide overall strategic direction and management of the sport in Australia.

Our primary role in assisting affiliated members is to develop the tools that support them towards a position of sustainability and growth. Along this path, we provide assistance both directly and indirectly through state and regional offices with frameworks, policies, information, resources, education, and training opportunities.

The local park is where Touch Football was born and where its heart continues to beat. It is the lifeblood of our community and the facilitator of our sport's growth. Touch Football, in pure essence, is a sport designed for participation and social interaction. The role of the affiliate is to organise and manage competitions for our participants.

There are various ways associations or entities can become members, be aligned and or be recognised by Touch Football Australia and associated States including:

- Becoming an Affiliated Association to run competitions and/or events,
- Becoming an Affiliated Club that enters teams into an affiliated competition,
- Becoming an Event Affiliate to run a charity, corporate or one-off social Touch Football event; or
- Having a formalised Commercial Competition Agreement to run competitions or events with restricted access to support.

The following Affiliation Framework is a user-friendly framework that is representative of the 'whole of sport' affiliation model. It assists in understanding the participant's ability to connect to Touch Football in a simple and recognised structure, enhancing the knowledge of common rules, policies and regulations, and improving the overall experience of Touch Football.

Provided overleaf is an overview of the Framework and related membership benefits and/or Regulations.



AFFILIATION FRAMEWORK



Type	Definition	Benefit
Affiliated Association	A group of people (Individual Members) who come together creating an Association or other Entity. The group of people come together to combine their energy and share resources in creating or providing regular competitions, events, services and programs. This recognised group also has access to various representative opportunities within the Touch Football pathway.	<ul style="list-style-type: none"> • Insurance coverage • Rights to use IP • Access to MySideline • Representative pathways • Education/Frameworks • Resources • Event structure • Policy/Regulations • Administrative support
Affiliated Club	A group of people who organise, collect fees and fundraise for the purpose of coordinating and entering two or more teams into an Affiliated Association competitions. This recognised group has access to limited services.	<ul style="list-style-type: none"> • Insurance coverage • Rights to use IP • Access to MySideline • Limited representative pathways • Education/Frameworks • Resources • Event structure • Policy/Regulations
Event Affiliate	A Corporate, Charity, School, Social club or Group who organises, collect fees and fundraises for the purpose of running an isolated event held over consecutive days or less.	<ul style="list-style-type: none"> • Insurance coverage • Restricted use of IP • Limited use of MySideline
Commercial Competition Partner	A group of people or entity who enters into a Commercial Agreement to deliver competitions or events	<ul style="list-style-type: none"> • Insurance coverage • Restricted use of IP • Access to MySideline • Resources (limited) • Other benefits as detailed by Agreement



PROCESS OF APPLICATION

The following has been developed to provide an overview of the process of applying and maintaining membership with Touch Football Australia. In accordance with the TFA Constitution, all Affiliated Associations must apply for membership via its relevant state body.



STEP 1: EXPRESSION OF INTEREST

General Information

Prospective members are to complete an Expression of Interest (EOI) letter or email, outlining your intention to start a new / become an Affiliated Association. Your EOI should include the following:

- Proposed name of the affiliate (see notes below).
- Reason for starting a new Touch Football Association.
- The local council contact details and suburb in which you are proposing to start a new Association.
- The proposed location/facilities that you plan to be offering competitions.
- The competition(s) you are proposing to offer.

TFA encourages the development of new Associations to service local neighbourhoods and communities in an inclusive manner. Association names are required to support this policy of localness and inclusiveness. In addition, TFA wishes to see distinctive and unique names.

STEP 2: BECOME A LEGAL ENTITY

General Information

A Legal Entity is an individual, business or organisation that has the legal capability of entering into a contract for all types of goods and services with another entity, assume obligations, incur and pay debts, sue and be sued in its own right and to be held responsible for its actions.

Just about any type of incorporated business or organisation can be considered a legal entity. This includes companies that operate for profit, non-profit associations and other groups, partnerships and trusts.



One key benefit of being a legal entity is that this status makes it possible for legal action to be brought against the entity, rather than against the people who own and operate it. It is very important for volunteers and/or individuals to have formed a legal entity to best protect individuals against potential exposures.

There are specific conditions that a business or non-profit enterprise must meet in order to attain this status.

To become an Incorporated Association or Society (under the Associations Act 1985) you must comply with the following Corporation Regulations.

STEP 2 (a) INCORPORATION

General Information

To gain Association Incorporation status, you need to take the steps as required by your relevant State or Territory Government Agency.

Generally, in order to incorporate, the association must hold a meeting to vote on whether to do so. All members must be given notice of the meeting. At this meeting, a majority of votes cast by members, whether personally or by proxy if proxies are allowed, must:

- Authorise a person, who is at least 18 years old and resides in the state of the association, to incorporate the association.
- Approve a proposed statement of purpose.
- Approve proposed rules that comply with the relevant State or Territory's legislation or approve the adoption of model rules.

The person who lodges the application for Incorporation becomes the first public officer of the Incorporated Association, unless another public officer has been nominated. The committee members of the unincorporated association, become the first management committee of the Incorporated Association, unless the rules specify otherwise.

STEP 2 (B) CONSTITUTION

General Information

Once an entity has been granted approval to go ahead with the new club, Associations are required to develop an approved TFA Association Constitution.

TFA recommended sections to include in your Constitution are:

- | | |
|----------------------------------|-----------------------------------|
| • Purpose of Association/Club | • General Meetings |
| • Income and Payments | • Proceedings at General Meetings |
| • Membership | • Voting rights of Members |
| • Patrons and Life Members | • Discipline |
| • Directors | • Record Keeping |
| • Powers and duties of Directors | • Insurance |
| • Proceedings of Directors | • Financial Statements |
| • By-Laws | |



All new Associations must lodge an approved Constitution with its relevant State body/office to be eligible to be considered as a TFA Affiliated Association.

By completing and signing any of the listed forms, the applicant and its officials agree to comply and be bound by the Constitution, policies and directives of Touch Football Australia and its relevant State or Territory body.

STEP 3: REGULATIONS AGREEMENT

General Information

If you are already a legal entity or whilst you are awaiting approval of your Constitution and Incorporation Certificate, complete the Affiliate Regulations. This includes:

- ANX 1 Form: New Affiliate Application

STEP 4: RISK ASSESSMENT

General Information

Risk Management is an important function of Associations. It responds to the legislative requirement to secure the health and safety of people and places, which includes individual members, volunteers and participants, sport facilities and venues.

As an insurance requirement under the TFA National Insurance Scheme, affiliates should demonstrate that risk management strategies have been put in place.

To assist our members clubs to develop or improve risk management strategies, several resources are available for all administrators, staff, volunteers and participants.



OBLIGATIONS

Affiliates must apply for membership of Touch Football Australia (and where relevant associated State and Territory bodies) in accordance with **Clause 8** of the Constitution and the procedures prescribed by the Board from time to time in Regulations.

Each Affiliate, NSWTA and QTA shall:

- be subject to the jurisdiction and direction of the Company in respect of Touch Football;
- be incorporated or in the process of becoming incorporated;
- adopt the Objects and adopt rules which reflect, and which are to the extent permitted or required, where relevant, by the State Acts, in conformity with this Constitution;
- provide the Company with such information as the Company may reasonably require including copies of any financial reports, member data and statements, its annual report and other associated documents within 30 days of such request by the Company;
- recognise the Company as the peak body for Touch Football in Australia;
- be solvent;
- support the Company in the encouragement and promotion of the Objects; and
- by adopting the Objects, abide by this Constitution.

The Company and each Affiliate, NSWTA and QTA agree:

- that they are bound by the Constitution and that the Constitution operates to create uniformity in the way in which the Objects and Touch Football are to be conducted, promoted and administered; and
- that should an Affiliate be having administrative, operational or financial difficulties the Company may act to assist that Affiliate in whatever manner it considers appropriate.

Affiliate Constitutions

- The constituent documents of each Affiliate will clearly reflect the Objects and shall acknowledge that the Affiliate is subject to the jurisdiction and direction of Touch Football Australia (and its relevant State and Territory body) in respect of Touch Football. The constituent documents of each Affiliate shall conform with such incidental variations as are necessary having regard to the State Act applicable to each Affiliate.
- Each Affiliate shall provide to the Company a copy of its constituent documents and all amendments to these documents. Each Affiliate acknowledges and agrees that the Company has power to veto any provision in an Affiliate's constitution which, in the Board's opinion, is contrary to the Objects, the Company's Constitution or its Regulations.
- Each Affiliate will take all steps to ensure its constituent documents and rules are in conformity with the Company's Constitution and will ensure its documents are amended in conformity with future amendments made to its Constitution, subject to any prohibition in any relevant State Act.



Affiliate register of members

Each Affiliate shall maintain, in a form acceptable to the Company, a register of all Participants in its geographic area or area represented by it. Each Affiliate shall provide a copy of the register at a time and in a form acceptable to the Company and shall provide regular updates of the register to the Association.

The only form of registration acceptable to the Company, is the MySideline Registration and Competition Management System. All participants in all competitions managed by the Affiliate must be registered to this system and to a team with not less than (8) eight players (unless otherwise approved by the state and national body).

THE AFFILIATE STATUS MATRIX

COMPLIANCE AREA	 START AFFILIATION		 MAINTAIN AFFILIATION	 CANCEL AFFILIATION
	Legal Entity	Not Legal Entity		
INTRODUCTION	Expression Of Interest	Expression Of Interest		
REGISTRATION	ANX 1 Form	ANX 1 Form	ANX 3 Form	ANX 2 Form
	ANX 3 Form	ANX 3 Form	Financial Invoices - Paid All Participants registered to MSL	Financial Invoices - Paid
RISK MANAGEMENT	Duty of Disclosure Letter	Duty of Disclosure Letter	Duty of Disclosure Letter	
	Risk Assessment	Risk Assessment	Risk Assessment	
REPORTING	Affiliate Rules of Competition & By-Laws	Affiliate Rules of Competition & By-Laws	Affiliate Rules of Competition & By-Laws	
			Annual Reporting: Audited & Detailed Financial Statements	
DOCUMENTS LODGED	Incorporation Certificate	Become a Legal Entity	Maintain Legal Status	
	Constitution	Incorporation Certificate Constitution		
BENEFITS REVOKED				National Insurance & Certificate of Currency - Cancelled
				IP Licence - Cancelled
				Sport Education & Resources - Cancelled
				Access to Representative Pathways Revoked. MSL Database & Affiliate Website- Inactive
TEMPLATE	Checklist A	Checklist A	Checklist B	



CANCELLATION OF AFFILIATION

TFA, in its sole discretion, reserves the right to cancel the affiliation of members with affiliation benefits revoked upon cancellation.

Affiliation and recognition by the National Insurance Scheme can only be discontinued by using the ANX 2 Form - Cancellation of Affiliation. TFA will provide two (2) weeks' notice of cancellation of affiliation.

When cancellation occurs all outstanding reporting and financial obligations must be fulfilled before an Affiliate is released from its Affiliation Obligations.



TERMINOLOGY

Affiliate means a local entity that conducts and/or administers Touch Football competitions and which is a Member of Touch Football Australia as described under Clause 12 and 15 of the Constitution.

Constitution means the Constitution of Touch Football Australia.

Intellectual Property means all rights subsisting in copyright, trade names, trademarks, logos, designs, equipment, images (including photographs, videos or films) or service marks (whether registered or able to be registered) relating to TFA, the words “Touch” or “Touch Football”. Also including any event or competition or equipment, product, publication or activity (including but not only all Touch Premierships, The Championships (formerly known as the National Touch League) the National Youth Championships and the National Calendar) developed, conducted, promoted or administered by Touch Football Australia.

Member means a member of Touch Football Australia under Clause 12 of the Constitution.

National Insurance Scheme means the insurance scheme under which TFA provides insurance cover for Affiliates and Participants in Touch Football competitions organised by Affiliates as set out in the policy documents from time to time.

NSWTA means the New South Wales Touch Association Inc.

Objects means the Objects of Touch Football Australia in Clause 3 of the Constitution.

Participant means a person who participates, including but not only as officials, coaches, players or referees, in a Touch Football competition organised, controlled or sanctioned by Touch Football Australia, an Affiliate, NSWTA or QTA.

QTA means the Queensland Touch Association Inc. (also referred to and/or trading as on occasion as QTF – Queensland Touch Football).



ANX FORM 1 – NEW AFFILIATE APPLICATION

NAME OF AFFILIATE _____

PRIMARY CONTACT INFORMATION

Name of Contact Person (*First name & Surname*): _____

Street Address: _____

Suburb _____ State _____ PostCode _____

Email Address: _____

Telephone Number: (H) _____ (M) _____

GENERAL INFORMATION

Office/Building & Address: _____

Competition Ground(s) name(s) & Address (*Including Training Grounds*):

A. _____

A. _____

A. _____

SIGNATURE

I, a duly authorised officer of (“applicant”) hereby apply (on behalf of the applicant) for affiliation to Touch Football Australia Incorporated as a Touch Football Affiliated Association in Australia.

By signing this form, the applicant and its officials agree to comply and be bound by the Constitution, Regulations, policies and directives of Touch Football Australia for the time being in force. In particular the applicant agrees that it shall:

- a) be subject to the control and direction of Touch Football Australia in respect of all matters relating to Touch
- b) be incorporated or in the process of becoming incorporated
- c) adopt Objects and Rules which reflect, and which are (to the extent permitted or required by the State Acts), in conformity with the Touch Football Australia Constitution
- d) support Touch Football Australia in the encouragement and promotion of its Objects; and
- e) abide by adopting the Touch Football Australia Constitution and its regulations, policies and directives.
- f) provide all relevant information regarding every matter that it knows or could reasonably be expected to know that is relevant to the insurer’s decision whether to accept the risk of the insurance and, if so, on what terms.

Signature: _____

Date: ___/___/___



ANX FORM 2 – CANCELLATION OF AFFILIATION

NAME OF AFFILIATE _____

PRIMARY CONTACT INFORMATION

Name of Contact Person (*First name & Surname*): _____

Street Address: _____

Suburb _____ State _____ PostCode _____

Email Address: _____

Telephone Number: (H) _____ (M) _____

GENERAL INFORMATION

Office/ Building & Address: _____

Competition Ground(s) name(s) & Address (*Including Training grounds*):

A. _____

A. _____

A. _____

SIGNATURE

I, a duly authorised officer of ("applicant") hereby express (on behalf of the affiliate) the above affiliates' wish to cancel affiliation to Touch Football Australia Inc.

In submitting this cancellation, I understand the following:

- a) All affiliate benefits will be suspended immediately
- b) Participants competing in an unaffiliated competition will no longer be covered by the Touch Football Australia National Insurance policy
- c) Participants competing in an unaffiliated competition will not be eligible to compete in Touch Football Australia events and teams; and
- d) All reporting and financial obligations must be fulfilled before an affiliate is released from its affiliation obligations

Signature: _____

Date: ___/___/___



ANX FORM 3 – ANNUAL REGISTRATION

PLEASE PRINT USING A BLACK OR BLUE BALL POINT PEN. PLEASE COMPLETE ALL SECTIONS AND SEND TO YOUR STATE/TERRITORY TOUCH FOOTBALL OFFICE.

NAME OF AFFILIATE _____

Form of Touch Football played by your Affiliate (please tick all that are applicable):

Outdoor Modified Beach Other

Incorporated Association Number (if applicable): _____

ABN (if applicable): _____

Competition Venue Address: _____

Suburb _____ State _____ PostCode _____

Mailing Address (if different): _____

Suburb _____ State _____ PostCode _____

Affiliate Email Address: _____

AFFILIATE TELEPHONE NUMBER

Phone (H) _____ Phone (M) _____

If your Touch Football Affiliate has a logo, please attach a colour image 

Does your Touch Football Affiliate employ any paid personnel? Y / N

PRIMARY CONTACT INFORMATION

Name of Contact Person (*First name & Surname*): _____

Street Address: _____

Suburb _____ State _____ PostCode _____

Email Address: _____

Telephone Number: (H) _____ (M) _____

Position within Touch Football Affiliate: _____



GENERAL INFORMATION

Please provide the names and addresses of all grounds/venues used by your Touch Football Affiliate for competition and training.

Office/ Building & Address: _____

Ground(s)/Venue Name(s) & Address (<i>including training grounds</i>)	Lighting Y/N
A.	
B.	
C.	

Please provide details of your Touch Football Affiliate's committee (use additional sheets if required)

Position Held	Full Name	Email Address

How many registered players does your Touch Football Affiliate have?

Male Seniors (18+)		Female Seniors (18+)	
Male Juniors (U18)		Female Juniors (U18)	
Total Male:		Total Female:	

Please provide Competition commencement and finishing dates for all Season 1 and Season 2 competitions.

Competition Season	Commencement Date	Finishing Date
Season 1 (<i>Jan 1 – Jun 30</i>)		
Season 2 (<i>Jun 30 – Dec 31</i>)		
Insert details of 3 rd competition	<i>If applicable</i>	

Note: Competitions must be a minimum of 7 or more weeks and no more than 26 weeks



SIGNATURE

As a duly authorised officer of _____ (“affiliate”) I certify (on behalf of the affiliate) that the information provided on this form is current and correct, and that it will promptly notify the relevant State and/or Regional Touch Football Office of any changes.

By signing this form, the Touch Football Member Affiliate and its officials continue to agree to comply with the TFA rules, including the Affiliate Member Regulations, TFA Disciplinary Regulations, National Integrity Framework, the National Code of Conduct and the TFA Member Protection Policy (and any other regulations, policies or directives) and that it must provide all relevant information regarding every matter that it knows, or could reasonably be expected to know that is relevant to the insurer’s decision whether to accept the risk of the insurance and, if so, on what terms.

Affiliate Office Bearer 1


Name: _____ Position: _____

Signature: _____ Date: ____ / ____ / ____

Affiliate Office Bearer 2

Name: _____ Position: _____

Signature: _____ Date: ____ / ____ / ____

Affiliate Compliance Sheet Attached 

FOR STATE/TERRITORY ADMINISTRATOR (OFFICIAL USE ONLY)

Date Received:	____ / ____ / ____
Office Approved:	
Approved by:	



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