



# NSW TOUCH FOOTBALL AFFILIATION REGULATIONS



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# INTRODUCTION

The purpose of this document is to guide new and existing affiliated members to become, and remain a recognised and affiliated organisation to New South Wales Touch Association.

The New South Wales Touch Association Affiliate Regulations outline, for Touch Football, the foundation of how to become an affiliated member linking to the regional, state, national and international organisations within the sport. It illustrates the importance of maintaining corporate records and adopting good governance practices and helps affiliated organisations comply with their obligations under the National Insurance Scheme.

New South Wales Touch Association with Touch Football Australia has taken all care possible in the preparation of this publication; please contact New South Wales Touch Association to clarify any errors, omissions or inaccuracies. This publication is of a general nature only and should be used in conjunction with related policies and information, such as the National Insurance Scheme Manual. It is not intended to be relied upon, nor as substitute for, professional advice. New South Wales Touch Association and Touch Football Australia advises that no responsibility can or will be accepted for loss occasioned to any person doing anything as a result of any material in this publication or any person relying on any material in this publication.

## IMPORTANT

Please carefully read the following:

1. Touch Football Australia is recognised as the national sporting organisation for Touch Football in Australia and all affiliated clubs/associations are insured under the National Insurance Scheme.
2. It is essential that Affiliates comply with all TFA/NSWTA rules, regulations and policies. Affiliates must take all reasonable precautions to prevent or mitigate losses. Failure to do so may prejudice your rights and entitlements under our insurance policy. Please do not hesitate to contact New South Wales Touch Association or Touch Football Australia should any assistance be required.
3. The preparation of this document is in no way a commitment from New South Wales Touch Association or Touch Football Australia to provide funds or make any other contribution now or in the future.
4. New South Wales Touch Association and Touch Football Australia policies and procedures are periodically reviewed and updated. It is important readers ensure they are reading and using the most up to date version. To obtain a copy of the current version, please contact New South Wales Touch Association [www.nswtouch.com.au](http://www.nswtouch.com.au) or Touch Football Australia at [www.touchfootball.com.au](http://www.touchfootball.com.au) for Rules and Policies.
5. New South Wales Touch Association and Touch Football Australia welcomes suggestions or improvements to our policies and procedures.

# AFFILIATE REGULATIONS

## 1.1 OVERVIEW

New South Wales Touch Association has adopted these regulations under the guidance of Touch Football Australia and have been adopted by the Touch Football Australia (TFA) Board under clause 74 of its Constitution and also under sections 8 and 9 of the New South Wales Touch Association Constitution. Under clause 14 of TFA's Constitution, each Affiliate is subject to the jurisdiction of TFA and bound by these Regulations. These Regulations shall be interpreted in accordance with the constitution. In the event of any conflict or inconsistency the Constitution shall prevail. Terms used in these Regulations shall have the same meaning as in the Constitution unless otherwise stated.

[NSWTA Constitution](#)

[TFA Constitution](#)

## 1.2 APPLICATION

These Regulations bind all Affiliates of NSWTA (including regions and all local entities which conduct or administer Touch Football competitions and are a member of NSWTA). The process for affiliation as a member, annual affiliation and cancellation of affiliation is set out in these Regulations.

## 1.3 EXISTING RELATIONSHIP OR COMPLIANCE TO PREVIOUS AFFILIATION

### REGULATIONS

Existing agreements in place (either at a regional or state level) involving more than one Affiliate are replaced by these Regulations; ANX 1 Form – New Affiliate Application, ANX 2 Form – Cancellation of Affiliation, the ANX 3 Form – Seasonal Registration of Touch Football Affiliate.

## 1.4 VARIATION

NSWTA/TFA may, from time to time, alter these Regulations in its absolute discretion. NSWTA welcomes feedback or suggestions for the improvement of these Regulations.

# DEFINITIONS AND INTERPRETATIONS

## 2.1 DEFINITIONS

Unless the context requires otherwise, the following terms shall have the following meanings, which are taken from and referred to in the TFA Constitution:

**Affiliate** means a local entity that conducts and/or administers Touch Football competitions and which a Member of the NSWTA is as described under **clauses 75** of the Touch Football Australia's Constitution and **section 4** of the New South Wales Touch Association's Constitution.

**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 registrable) relating to TFA, the words "Touch" or "Touch Football" or any event or competition or equipment, product, publication or activity (including but not only all Australian Touch Championships, the National Touch League and the National Calendar) developed, conducted, promoted or administered by TFA.

**Member** means a member for the time being of the Association 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.

**NSWTA Constitution** means Constitution of New South Wales Touch Association Incorporated

**Objects** means the Objects of the Association 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 NSWTA/TFA, and or a NSWTA Region/Affiliate.

**State** means a State of Australia and includes the Australian Capital Territory and the Northern Territory.

**TFA Constitution** means the Constitution of Touch Football Australia Incorporated.

**Touch Football** (or Touch) means the sport or game played under the rules determined or adopted from time to time by NSWTA/TFA.

**MySideline** means the official online program used by NSWTA/TFA to manage the database, competition management and payment system



### 3.1 APPLICATION

- a) Applications for Affiliation will only be accepted in the hard copy format provided in the ANX 1 Form – New Affiliate Application.
- b) An affiliation bond must be paid with all applications. This bond will be the sum of **\$500** and will be applied as a credit to the first competition affiliation fees invoice.

### 3.2 AFFILIATE NAME

- a) NSWTA encourages the development of new associations to service local neighbourhoods and communities in an inclusive manner. Association names are asked to support this idea of 'localness and inclusiveness'. In addition, NSWTA wishes to see distinctive names.
- b) If your selected Affiliate name is too similar to another existing affiliate, is offensive or scandalous, includes reference to violence (e.g. Killers) or is likely to cause offence to a recognised community group, NSWTA will not accept your affiliation, and you will be required to change your chosen affiliate name.

### 3.3 GROUNDS AND FACILITIES

- a) Your ground(s) ideally should meet relevant TFA recommendations outlined in the National Insurance Scheme Manual or should have undertaken a Risk Management assessment.

[TFA Introduction to Risk Management for Touch Football Resource](#)

### 3.4 AFFILIATION GRANTED

- a) All new Affiliate applications (without exception) will be assessed against criteria set out in the NSWTA's strategic direction and plans.
- b) All applicants have the duty to disclose any current or pending legal procedures against the club as well as a risk profile assessment (past 2 years of insurance claims) that may and/or are involving their Affiliate.
- c) Once granted, affiliation with NSWTA will be deemed ongoing until such times as the Affiliated Association fails to meet its affiliation obligations or an ANX 2 Form - Cancellation of Affiliation has been submitted.
- d) Once Affiliation is granted, NSWTA will provide an online link to the new Affiliate, where they must confirm their details and their recognised Participant details into the MySideline database within 30 days. Once the new Affiliate is granted affiliation, they must be and remain an incorporated body and cause its Constitution, (which must comply with any requirements of NSWTA and TFA and not be inconsistent with these Regulations or the Constitutions of NSWTA or TFA), to be lodged with NSWTA at all times, as well as the relevant state government Consumer Affairs office. The Affiliate must possess an approved Constitution to be eligible for NSWTA competition(s) and be registered as a NSWTA Affiliate.

# AFFILIATE COMPLIANCE

## 4.1 AFFILIATION REPORTING REQUIREMENTS

- a) An ANX 3 Form – Annual Registration of Touch Football Affiliate must be submitted each year no later than March 31st.
- b) An ANX 3 Form needs to provide accurate contact and competition details for the following year (the year to come).
- c) Failure to lodge the ANX 3 Form by the date specified in note 4.1(a) may result in immediate suspension of affiliation benefits. If forms are not lodged by April 30th, a Certificate of Currency provided as a result of the National Insurance Scheme will be withheld until full compliance has been achieved.
- d) When an ANX 3 Form is deemed unsatisfactory the Affiliate will be granted 30 days to address deficiencies.

## 4.2 AFFILIATE RECORD KEEPING

The Affiliate must maintain proper financial records of account(s) as required under the relevant legislation, and make those financial records available for inspection by NSWTA as it may reasonably require.

## 4.3 ANNUAL REPORT

Within 7 days of the Annual General Meeting of the Affiliate, a copy of the Affiliate's Annual Report (including audited and detailed financial statements) is to be provided to NSWTA.

## 4.4 INTELLECTUAL PROPERTY

For the term of affiliation, a recognised Affiliate must not be a party to the doing of any act, matter or thing whereby any NSWTA/TFA Intellectual Property used in connection with Licences Operations, Commercial Providers or Community Groups is or may be prejudicially affected while the Affiliate is affiliated with NSWTA/TFA and for a period of 2 years following the Affiliates' termination.

The Affiliate shall not make use of NSWTA/TFA Intellectual Property without the prior written consent of NSWTA/TFA which consent may be given or withheld at NSWTA/TFA's discretion (reasonably exercised). The Affiliate must submit details of any proposed use of NSWTA/TFA Intellectual Property to NSWTA/TFA prior to any use including for advertising or promotional purposes.

- a) NSWTA Logo/TFA Logo or associated Trademarks and/or other Branding Materials: For the term of affiliation, the Affiliate will have made available to them the ability to use the official NSWTA Logo/TFA logo, Organisational Trademarks and/or other branding materials for any advertising or promotional purposes deemed suitable.

NSWTA and TFA stipulates that the Affiliate must request the official NSWTA/TFA logo, Organisational Trademark and/or other branding materials in the original format, to ensure the best possible quality is maintained and used when promoting the link to the organisation. This request shall be directed to the NSWTA General Manager and/or TFA General Manager, Marketing, Communications & Partnerships and comply with organisational branding policies of the time of notification.

## 5.1 NSWTA/TFA PROCEDURES AND POLICIES

NSWTA/TFA have provided, and will continue to provide, its current procedures and policies in electronic copies and/or via the official NSWTA and TFA websites. Affiliates must comply with NSWTA and TFA procedures and policies. NSWTA and TFA Policies will bind all Participants in affiliate competitions. Affiliates may, where permitted by NSWTA/TFA, amend a NSWTA/TFA Policy to recognise local requirements. The below Policies, Regulations and Codes should be adopted by an Affiliate by resolution at a committee meeting. It is recommended, a resolution is passed annually to re-affirm the application of the policies at the first committee meeting following the affiliates' Annual General

Meeting by the incoming committee.

- a) Under section 13 of the NSWTA Constitution and rule 19(b) of the TFA Constitution all Members of TFA are subject to, and submit unreservedly to the jurisdiction, procedures, penalties and appeal mechanisms of TFA.
- b) Under sections 23 and 32 of the NSWTA Constitution and rule 73 of the TFA Constitution, the Board may make Regulations for the proper advancement, management and administration of NSWTA/TFA, the advancement of the Objects and the sport of Touch Football.

## 5.2 TOUCH FOOTBALL AUSTRALIA PLAYING RULES

An Affiliate must comply with the current Rules which are within the 8th edition Playing Rules and Referees Signals or variations of.

If an affiliate plans to deliver a modified version of the Touch Football Australia 8th Edition playing rules a request must be submitted in writing to Kylie Hearne (kylie.hearne@nswtouch.com.au) for approval before affiliation can be granted.

[8th Edition Playing Rules](#)

## 5.3 TOUCH FOOTBALL AUSTRALIA DISCIPLINARY REGULATIONS

An Affiliate must comply with the Touch Football Australia Disciplinary Regulations (as amended from time to time).

[TFA Disciplinary Regulations](#)

## 5.4 TOUCH FOOTBALL AUSTRALIA MEMBER PROTECTION POLICY

An Affiliate must comply with the Touch Football Australia Member Protection Policy (as amended from time to time).

[TFA Member Protection Policy](#)

## 5.5 TOUCH FOOTBALL AUSTRALIA PRIVACY POLICY

An Affiliate must comply with the Touch Football Australia Privacy Policy (as amended from time to time).

[TFA Privacy Policy](#)



## 5.6 MYSIDELINE COMPETITION MANAGEMENT

All affiliated Members should have transitioned all relevant data to the new MySideline system. The new competition management program will be the central point for the conduction of Touch Football competitions and events moving forward. To assist in this process please discuss with your NSWTA Member Services Coordinator. Alternatively, instructions and FAQs can be found via the following link: [MySideline Resources and Support](#)

## 5.7 SPORT EDUCATION

An Affiliate is required to comply with the Touch Football Australia Sport Education Guidelines and associated Sport Education Courses/Registration of Accreditation.

## 5.8 CONFLICTING REGULATIONS

No Affiliate shall have in place rules or regulations that conflict with these Regulations (or any NSWTA/TFA rules, regulations or policies). In the event of such rules or regulations being inconsistent, in conflict with or designed to circumvent these NSWTA Affiliate Regulations, the latter shall prevail and bind the Affiliate.

## 5.9 NSWTA REPRESENTATIVE EVENTS ELIGIBILITY

For Affiliates to be eligible to enter teams, individuals and referees into NSWTA events they must comply with these Affiliate Regulations in full. They also must conduct a standard Season 1 and/or standard Season 2 competitions (7 weeks minimum) per annum. Affiliates must also ensure that they are compliant with the NSWTA General Conditions of Entry and the relevant events Conditions of Entry also.

Particular reference needs to be highlighted with the following sections of the NSWTA General Conditions of Entry for participation of individuals and Affiliates;

3.1.1: The onus to prove that a player is registered and participating in their competition is on the affiliate. Upon a protest or report an affiliate found to be using a player that they cannot verify complies with this condition, to the satisfaction of the NSWTA, is liable to have the team and or the player disqualified from the tournament.

### **PLEASE NOTE**

Current competition for each event is defined by the Current or Previous Season, as outlined below and defined by clause 3.1.15.

<b>2024 Competitions</b>	<b>Previous Season</b>	<b>Current Season</b>
Vawdon Cup	Season 2 2023	Season 1 2024
Country Championships	Season 2 2023	Season 1 2024
State Cup	Season 2 2023	Season 1 2024
<b>2024 Competitions</b>	<b>Previous Season</b>	<b>Current Season</b>
Junior State Cup	Season 2 2023	Season 1 2024
Junior Regionals	Season 2 2023	Season 1 2024

Extenuating issues that may affect the running of an Affiliate competition (including venue and seasonal issues) will be considered upon application to the Event Coordinator.

This clause is also applicable to all Affiliate and Region hosted tournaments and events.  
3.1.2: Must be **registered** into the National Database (via MySideline), **participating** and **financial** member within their chosen NSWTA Affiliate/s having participated in a **minimum of five (5) domestic competition games in one (1) division** in the Current Affiliate competition or **Previous** Affiliate Competition.

All players who are defined as an interstate player and wishing to participate at NSWTA events must make themselves available for NSW selection.

3.1.3: The staging of qualification knockouts, tournaments or competitions over a three day weekend or successive weekends does not qualify the player to meet the 5 game criteria set out in 3.1.1 and 3.1.2. **The minimum standard for the NSWTA is that of a weekly competition running no less than seven (7) weeks based on one (1) round per week.**

For further information on this please refer to the [NSW Touch Football Website](#)

## REGISTRATION OF PARTICIPANTS

### 6.1 RESPONSIBILITY OF AFFILIATE

If a new Affiliate application is accepted by NSWTA/TFA, the Affiliate must be registered with NSWTA prior to the commencement of the season through the use of the prescribed ANX 3 Form or one similar in nature (available via TFA website). This will ensure the Affiliate account is created via the online competition management system (MySideline).

### 6.2 APPLICATION

The details of each person participating in a recognised affiliate competition(s), must be registered via MySideline no later than two (2) weeks after the competition commencement date. After this period only those Participants in the MySideline database will be covered under the TFA National Insurance Scheme policy.

## FINANCIAL OBLIGATIONS

### 7.1 AFFILIATION AND INSURANCE FEES

- A. Affiliation and insurance fees must be paid to NSWTA within two (2) weeks of the commencement of a competition. Insurance coverage does not extend for competitions that are not financial after Round 4.
  - a) Affiliates that make payment prior to the Round 2 of their competition will utilise discounted payment scale.
  - b) Affiliates that make payment after the commencement of Round 2 their competitions and prior to round 4 will utilise full payment scale.
- B. All invoices payable to NSWTA must be paid in accordance with the terms stated on the invoice.
- C. Failure to pay within the specified time frame may result in suspension of Affiliate benefits which includes National Insurance Scheme cover.

2023 SEASON 2 AFFILIATION PAYMENT PROCEDURE- OPTION 1  
 PAYMENT SCALE 1 VIA 2023 S2 FORM (PRIOR TO ROUND 2)

Affiliate Details				
Affiliate Name				
Affiliate Email Address				
Affiliate Phone Number				
Affiliate Venue(s)/Fields Address				
	Suburb			
	State	NSW	Post Code	
Affiliate Mailing Address Suburb				
	Suburb			
	State	NSW	Post Code	
Affiliate Governance	ABN No.		Incorp No.	
Primary Contact Details				
Name				
Position				
Mailing Address				
	Suburb			
	State	NSW	Post Code	
Email Address				
Home Phone				
Mobile Phone				
Competition Details <i>Note: a full competition is classified as 7 – 26 weeks..</i>				
Divisions Played				
Days Played				
Competition Dates	Start		Finish	
Team Entry Fees	Juniors	\$	Seniors	\$
Individual Entry Fees*	Juniors	\$	Seniors	\$
Affiliation Payment Details				
Number of Teams	Adult		Junior	
Fees Information	Adult Fees Total	\$250.00	Junior Fees Total	\$135.00
Total Affiliation Amount Due	\$			



## ANX 1 FORM

### NEW AFFILIATE APPLICATION

#### NAME OF AFFILIATE

#### PRIMARY CONTACT INFORMATION

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

Street Address: \_\_\_\_\_

Suburb State Post Code: - \_\_\_\_\_

Email Address: \_\_\_\_\_

Telephone Number: Phone (H) \_\_\_\_\_ Phone (M) \_\_\_\_\_

#### GENERAL INFORMATION

Office/ Building & Address:

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

- A.
- B.
- C.

#### DOCUMENT CHECKLIST

- Insurance Risk Profile (list of claims of the previous two years-pre-existing competitions only)
- Constitution (copy)
- Incorporation Certificate (copy)

#### SIGNATURE

I, a duly authorised officer of ("applicant") hereby apply (on behalf of the applicant) for affiliation to New South Wales Touch Association Incorporated as a Touch Football Affiliated Association in New South Wales.

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

- a) be subject to the control and direction of New South Wales Touch Association and 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 New South Wales Touch Association and Touch Football Australia Constitution
- d) support New South Wales Touch Association and Touch Football Australia in the encouragement and promotion of its Objects; and
- e) Abide by adopting the New South Wales Touch Association and Touch Football Australia Constitution and its regulations, policies and directives.
- f) **Pay affiliation bond of \$500.00.** This bond will be applied as a credit to the first competition affiliation fees invoice.

Signature: \_\_\_\_\_ Date: / /



## ANX 2 FORM

### CANCELLATION OF AFFILIATION

#### NAME OF AFFILIATE

#### PRIMARY CONTACT INFORMATION

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

Street Address: \_\_\_\_\_

Suburb State Post Code: - \_\_\_\_\_

Email Address: \_\_\_\_\_

Telephone Number: Phone (H) \_\_\_\_\_ Phone (M) \_\_\_\_\_

### GENERAL INFORMATION

Office/ Building & Address:

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

- A.
- B.
- C.

### SIGNATURE

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

In submitting this cancelation, 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 NSW Touch 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 3 FORM

### **SEASONAL REGISTRATION**

### **TOUCH FOOTBALL AFFILIATE**

Please complete Affiliation form and payment prior to Round 4 of your competition via [2024 S1](#)



