BASEBALL
NEW SOUTH WALES

UNFINANCIAL MEMBERS & PAYMENT COMPLIANCE POLICY

BASEBALL NSW

Unfinancial Members and Payment Compliance Policy

Policy Version: 1.0

Made under Rule 35 of the BNSW Constitution (Version 6 – October 2024)

To be read together with the BNSW By-Laws (Version 2020.12)

New South Wales Baseball League Incorporated

Document Control

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Owner	Board of New South Wales Baseball League Incorporated (Baseball NSW)
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PART A — Introduction

1. NAME, STATUS AND PRECEDENCE OF THIS POLICY

1.1 This is the Unfinancial Members and Payment Compliance Policy (“this Policy”) of New South Wales Baseball League Incorporated, trading as Baseball NSW (“BNSW” or “the League”).

1.2 This Policy is made by the Board pursuant to **Rule 35.1** of the Constitution and, once adopted, constitutes a “By-law” within the meaning of **Rule 4.1** of the Constitution, which defines “By-law” as any by-law, regulation or policy made by the Board under Rule 35.

1.3 On adoption, this Policy is binding on the League and all Members pursuant to **Rules 12(a)–(b) and 35.2** of the Constitution, and on all other Participants (as defined in clause 3) who register for, apply for, or otherwise take part in a BNSW Program, that registration, application or participation constituting acceptance of, and agreement to be bound by, this Policy.

1.4 This Policy must be read together with, and is subordinate to, the Constitution and the By-Laws. If there is any inconsistency between this Policy and the Constitution, the Constitution prevails. If there is any inconsistency between this Policy and the By-Laws, the By-Laws prevail, except that any later By-Law expressly amending this Policy prevails over this Policy to the extent of that amendment.

1.5 Nothing in this Policy limits, restricts or replaces the automatic operation of Rule 10.2 of the Constitution. This Policy supplements and operationalises Rule 10.2; it does not narrow it.

2. PURPOSE

The purpose of this Policy is to:

(a) confirm and give practical effect to the Board’s existing power under Rule 10.2 of the Constitution to suspend the rights of, and impose conditions on, a Member who has not paid all monies due and payable to BNSW;

(b) set out clear, consistent and fair criteria, processes and delegations for determining when a Member or Participant is Unfinancial;

(c) set out the consequences of Unfinancial status across every BNSW-affiliated activity and program, including club and competition registration, representative and State team programs, and coaching, umpiring and scoring accreditation;

(d) confirm BNSW’s right to require payment in advance from any Member or Participant; and

(e) ensure that any action taken under this Policy is proportionate, consistent with the objects of the League in Rule 2 of the Constitution, and consistent with the principles of procedural fairness — which both reflects good governance and reduces the risk of a successful internal or legal challenge to action taken under this Policy.

3. DEFINITIONS

3.1 Capitalised terms used in this Policy that are defined in the Constitution or the By-Laws have the meaning given in the Constitution or the By-Laws (as applicable), unless otherwise defined below or the contrary intention appears.

3.2 In this Policy:

“Approved Payment Arrangement” means a payment plan, instalment arrangement, or extension of time for payment of a Debt, approved in writing by the CEO, the Finance Manager or, where clause 7.3 applies, the Board, in accordance with clause 8.

“BNSW Program” means any competition, club or association registration, representative or State team program, training squad, tour, development program, coaching course, officiating (umpiring or scoring) accreditation or training program, camp, clinic, trial, or other baseball-related activity or event conducted, sanctioned, auspiced or recognised by BNSW, a Standing Committee, a Voting Affiliate, a Regional Association or an Affiliated Club.

“CEO” means the Chief Executive Officer of the League, as defined in the By-Laws.

“Debt” means any subscription, fee, levy, fine, charge, cost or other money properly due and payable to BNSW by a Member or Participant in connection with a BNSW Program or otherwise under the Constitution or By-Laws, including (without limitation) registration fees, program fees, tour or apparel costs, accreditation fees, and any fine, penalty or cost ordered by a Tribunal or Appeals Tribunal under By-Law 14, 15 or 16.

“Finance Manager” means the person holding that title, role or its equivalent within BNSW from time to time, or any person to whom the CEO delegates financial administration functions under this Policy.

“Participant” means any Voting Affiliate, Affiliated Club, Regional Association, Individual Member, Player, coach, manager, official, umpire, scorer, administrator or volunteer, or the parent or guardian of a minor Participant, who registers for, applies to participate in, or otherwise takes part in a BNSW Program.

“Pre-Payment” means the advance payment described in clause 10.

“Unfinancial” and “Unfinancial Status” mean the status of a Member or Participant described in clause 5; references to a Member or Participant “becoming Unfinancial” or being in “Unfinancial Status” are to that status.

PART B — Constitutional and Legal Basis

4.CONSTITUTIONAL AND LEGAL BASIS

4.1 This Policy is made under, and gives effect to, the following provisions of the Constitution:

4.1.1 **Rule 2(e) and 2(i)**, under which the League's objects include regulating and managing baseball participants in NSW and resolving issues between them in the best interests of the sport, and acting as arbiter on all matters pertaining to the conduct of baseball in NSW;

4.1.2 **Rule 10.1**, under which the Board determines the basis, time and manner of payment of subscriptions, fees and levies payable by Members;

4.1.3 **Rule 10.2**, under which a Member who has not paid all monies due and payable to the League has all rights under the Constitution automatically suspended from the expiry of the time prescribed for payment, with that suspension continuing until the monies are paid in full or as the Board otherwise determines, and under which the Board has broad discretion to expel, suspend, disqualify, fine, discipline or retain the Member, or to impose such other conditions as the Board considers appropriate — this is the central source of power on which this Policy is built;

4.1.4 **Rule 12**, under which all Members acknowledge that the Constitution and By-Laws constitute a contract binding them to comply with determinations, resolutions and policies of the Board;

4.1.5 **Rule 25**, under which the business of the League is managed, and the powers of the League are exercised, by the Board;

4.1.6 **Rule 32.4**, under which the CEO has broad power to perform all things necessary or desirable for the proper management and administration of the League, subject to the Constitution, the By-Laws and Board direction;

4.1.7 **Rules 34.1 and 34.2**, under which the Board may delegate functions, by instrument in writing, to committees or persons, other than the power of delegation itself and functions imposed on the Board by the Act or the Constitution;

4.1.8 **Rules 35.1 and 35.2**, under which the Board may formulate, approve, issue, adopt, interpret and amend By-Laws (including policies) for the proper management and administration of the League, which are binding on the League and its Members; and

4.1.9 **Rule 9.3**, under which Individual Members and Affiliated Clubs must pay the annual fees prescribed by the League from time to time, through their Voting Affiliate, Affiliated Club or Regional Association.

4.2 This Policy also operates alongside By-Law 13 (Membership) and By-Laws 14, 15 and 16 (Discipline of Members, Right of Appeal, and Record of Disciplinary Findings), and is intended to be read consistently with those By-Laws.

4.3 This Policy does not create any new ground of debt recovery or disciplinary power beyond those already available to the League under the Constitution and

By-Laws; it organises and confirms how those existing powers are to be exercised consistently across all BNSW Programs.

PART C — Unfinancial Status

5. WHEN A MEMBER OR PARTICIPANT IS UNFINANCIAL

5.1 Subject to clause 9 (Notice and Procedural Fairness), a Member or Participant becomes Unfinancial where one or more of the following applies:

5.1.1 a Debt owed by the Member or Participant remains unpaid as at its due date;

5.1.2 the Member or Participant fails to comply with the terms of an Approved Payment Arrangement, including by missing or being late with an instalment;

5.1.3 a payment made or tendered by or on behalf of the Member or Participant is dishonoured, reversed, charged back, or otherwise fails to clear for any reason;

5.1.4 the Member or Participant fails to pay, in full and on time, any fine, penalty, cost or other sum ordered by a Tribunal or Appeals Tribunal under By-Law 14, 15 or 16, or otherwise fails to comply with the terms of any sanction imposed by the League or a Tribunal; or

5.1.5 the Member or Participant fails to provide Pre-Payment required of them in accordance with clause 10.

5.2 For the avoidance of doubt, this clause 5 applies to a Debt arising in connection with any BNSW Program, however described, including (without limitation) those listed in clause 6.2.

5.3 Where a determination is made in respect of a Voting Affiliate, Regional Association or Affiliated Club, that determination may also affect the Unfinancial status of its players, officials and other Participants, in accordance with clause 12.

6. SCOPE — ALL BNSW PROGRAMS AND ACTIVITIES

6.1 This Policy applies to every BNSW Program. The payment terms and conditions of every BNSW Program — including all registration, program, representative and State team fees — are subject to, and incorporate by reference, this Policy, regardless of whether those terms are set, administered or collected by BNSW directly, or by a Voting Affiliate, Regional Association or Affiliated Club on BNSW's behalf.

6.2 Without limiting clause 6.1, this Policy applies to a Debt arising from, or in connection with:

6.2.1 club, association, league and competition registration and participation fees, including those conducted under By-Laws 7 to 11;

6.2.2 representative and State team programs, including selection, squad, tour, camp, apparel and travel fees;

6.2.3 coaching accreditation and development programs administered under By-Law 4 and the High Performance Committee;

6.2.4 umpiring and scoring accreditation and development programs administered under By-Law 3 and the Technical Committee;

6.2.5 junior development programs, clinics and camps under By-Laws 4.2.3, 8.4.5, 9.4.4 and 11.4.5;

6.2.6 Country Competitions and programs under By-Law 9;

6.2.7 fines, penalties, costs and appeal fees imposed under By-Law 14, 15 or 16; and

6.2.8 any other fee, levy, subscription or charge properly imposed by, or payable to, BNSW.

7. AUTHORITY TO ADMINISTER THIS POLICY

7.1 Pursuant to **Rules 25, 32.4, 34.1 and 34.2** of the Constitution, the Board delegates to the CEO — who may further delegate to the Finance Manager — authority to administer this Policy on a day-to-day basis, including to:

7.1.1 identify, record and verify a Debt and any missed Approved Payment Arrangement;

7.1.2 issue notices under clause 9;

7.1.3 determine whether a Member or Participant is Unfinancial in accordance with clause 5;

7.1.4 approve, vary, decline, suspend or cancel an Approved Payment Arrangement under clause 8;

7.1.5 require Pre-Payment under clause 10;

7.1.6 determine the date on which Unfinancial Status commences and ends; and

7.1.7 lift Unfinancial Status on payment in full, or on acceptance of an Approved Payment Arrangement.

7.2 A determination made by the CEO or Finance Manager under this clause 7 is, for all purposes of the Constitution and By-Laws, a determination of the League and is binding on the Member or Participant concerned, subject to clause 14 (Internal Review).

7.3 The following matters must be referred to, or ratified by, the Board or CEO; the Finance Manager or any other BNSW affiliated representative does not have authority to determine them under this Policy:

7.3.1 termination of a Member's membership of the League for non-payment;

7.3.2 any decision to waive, write off, or compromise a Debt exceeding the amount the Board determines from time to time;

7.3.3 any matter referred to the Board under clause 14.2; and

7.3.4 any matter which the CEO, in their discretion, considers should be referred to the Board having regard to its complexity, sensitivity or significance.

7.4 The CEO must report to the Board, at intervals determined by the Board, on the exercise of the authority in this clause 7, including the number and value of debts, Approved Payment Arrangements and Unfinancial determinations made since the last report.

PART D — Payment Arrangements and Pre-Payment

8. APPROVED PAYMENT ARRANGEMENTS

8.1 A Member or Participant who is unable to pay a Debt in full by its due date may apply in writing to the CEO or Finance Manager for an Approved Payment Arrangement.

8.2 The CEO or Finance Manager may approve an Approved Payment Arrangement on the terms (including instalment amounts, frequency, duration and any security) that they consider appropriate, having regard to the amount of the Debt, the Member's or Participant's payment history, and the operational needs of BNSW and any affected BNSW Program.

8.3 Default on any instalment under an Approved Payment Arrangement immediately and automatically renders the Member or Participant Unfinancial for the full outstanding balance of the Debt, without the need for further notice, unless the CEO or Finance Manager determines otherwise.

8.4 BNSW may charge a reasonable administration fee in connection with the establishment or variation of an Approved Payment Arrangement.

9. NOTICE AND PROCEDURAL FAIRNESS

9.1 Except where Unfinancial Status arises automatically by force of Rule 10.2 of the Constitution on expiry of a payment deadline that was clearly communicated at the time of registration or invoicing, BNSW will take reasonable steps, before treating a Member or Participant as Unfinancial under this Policy, to give written notice that:

9.1.1 identifies the Debt, including its amount and due date;

9.1.2 explains the consequences of non-payment under this Policy; and

9.1.3 provides a reasonable opportunity of not less than seven (7) days, unless circumstances reasonably require a shorter period (for example, an imminent representative team departure or competition deadline) - to pay the Debt in full or apply for an Approved Payment Arrangement.

9.2 Notice under this clause may be given in any manner permitted by **Rule 38** of the Constitution, including by post or email to the Member's or Participant's registered address or email, and, in the case of an Individual Member, via the relevant Voting Affiliate or Affiliated Club in accordance with Rule 38.3 and/or directly to the Individual Member.

9.3 Where the Participant is a minor, BNSW will, where reasonably practicable, also give notice to the minor's parent or guardian.

9.4 A failure by BNSW to give notice under this clause does not affect the automatic operation of Rule 10.2 of the Constitution, but may be taken into account by the CEO, Finance Manager or Board in determining the consequences applied under clause 11, and on any internal review under clause 14.

10. PRE-PAYMENT

10.1 BNSW reserves the right, in its absolute discretion, to require a Member or Participant to pay all or part of a Debt in advance of registration, selection, confirmation of a place, or participation in any BNSW Program ("Pre-Payment"), including (without limitation) where:

10.1.1 the Member or Participant has previously been Unfinancial, or has a history of late or missed payments;

10.1.2 the BNSW Program involves costs that BNSW, a Voting Affiliate or a Regional Association must commit to or pay in advance to third parties (for example, travel, accommodation, venue hire, apparel or tournament entry costs);

10.1.3 the Member or Participant resides, or the relevant club or association is based, outside New South Wales or Australia; or

10.1.4 the Board or CEO otherwise considers Pre-Payment prudent having regard to BNSW's financial interests.

10.2 A requirement for Pre-Payment will be communicated in writing, specifying the amount required and the date by which it must be paid.

10.3 Failure to provide Pre-Payment by the required date will result in the relevant registration, selection, place or participation being declined, withheld or withdrawn. Clause 9 does not separately apply to a decision made on this basis, as the Member or Participant has already been given notice and a reasonable opportunity to pay under this clause.

PART E — Consequences of Unfinancial Status

11. EFFECT OF UNFINANCIAL STATUS

11.1 **Automatic suspension.** In accordance with **Rule 10.2** of the Constitution, all rights of an Unfinancial Member under the Constitution are automatically suspended from the date the relevant payment became overdue,and remain suspended until the Debt is paid in full or the Board otherwise determines.

11.2 **Confirmed consequences.** The Board confirms that the following consequences apply to a Member or Participant who is Unfinancial, being conditions the Board considers appropriate under Rule 10.2:

11.2.1 BNSW, a Standing Committee, Voting Affiliate, Regional Association or Affiliated Club may decline, refuse, withhold or withdraw the Member's or Participant's registration or entry in any club, competition, representative or State team program;

11.2.2 the Member or Participant may be stood down from training, playing, coaching, managing, officiating, umpiring, scoring, selection, or any other participation in any BNSW Program, until the Debt is paid in full or an Approved Payment Arrangement is entered into and approved;

11.2.3 the Member's voting rights and right to attend or participate in General Meetings or Standing Committee meetings are suspended, consistent with **Rule 17.2** of the Constitution and By-Laws 6.10 and 9;

11.2.4 the Member or Participant may be excluded from selection, honours, awards or representative opportunities for so long as the Unfinancial Status continues;

11.2.5 an application by a Voting Affiliate for renewal of membership may be refused, or made subject to conditions, in accordance with **By-Law 13.5** and **Rule 8** of the Constitution; and

11.2.6 BNSW may take any other action permitted under Rule 10.2 of the Constitution.

11.3 **Proportionality.** Any consequence applied under this clause 11 must be proportionate to the amount and duration of the Debt and the circumstances of the Member or Participant, and must cease to apply once the Debt is paid in full or an Approved Payment Arrangement is approved. BNSW is not, however, obliged to reverse the consequences of any period of Unfinancial Status that has already elapsed (for example, lost playing time, selection opportunities or competition points).

11.4 **Not disciplinary action.** Unfinancial Status arising solely from non-payment of a Debt is an administrative and financial consequence under Rule 10.2 of the Constitution and clause 9 of this Policy, and does not of itself constitute a finding of misconduct or engage the Tribunal process under By-Law 14. The Board or CEO may, however, separately refer wilful, repeated or fraudulent non-payment for consideration as a breach of the Constitution, the By-Laws or the Member Protection Policy under By-Law 14.

12. EFFECT ON VOTING AFFILIATES, REGIONAL ASSOCIATIONS AND AFFILIATED CLUBS

12.1 Where a Voting Affiliate, Regional Association or Affiliated Club is itself Unfinancial, BNSW may, in addition to the consequences in clause 11:

12.1.1 decline to accept or process registrations, team entries or representative nominations submitted by or through that body until it is no longer Unfinancial; and

12.1.2 take any action available under **Rule 8.4** of the Constitution (renewal of Voting Affiliate membership) and **By-Law 13**.

12.2 BNSW retains an absolute discretion, but is not obliged, to permit individual Players, coaches or officials of an Unfinancial Voting Affiliate, Regional Association or Affiliated Club to continue to participate in BNSW Programs where BNSW considers it fair and reasonable to do so, having regard to the interests of those individuals and the sport.

PART F — Reinstatement and Review

13. REINSTATEMENT

13.1 Unfinancial Status is lifted on payment of the Debt in full, or on the Board's or CEO's acceptance of an Approved Payment Arrangement, in either case effective from the date confirmed in writing by the CEO or Finance Manager.

13.2 BNSW may charge a reasonable reinstatement or administration fee as a condition of lifting Unfinancial Status.

13.3 Reinstatement does not revive or restore any competition points, draw position, selection opportunity, playing time, or other benefit forgone during the period of Unfinancial Status.

14. INTERNAL REVIEW

14.1 A Member or Participant who disputes a determination that they are Unfinancial including the existence, amount or due date of a Debt may request an internal review by giving written notice to the CEO within fourteen (14) days of being notified of the determination.

14.2 The CEO will review the determination and may confirm, vary or set it aside. If the CEO is unable to resolve the matter, or the Member or Participant remains dissatisfied with the CEO's decision, the matter will be referred to the Board (or a sub-committee of the Board nominated for this purpose) for final determination.

14.3 The Board's determination under clause 14.2 is final. This internal review process is separate from, and does not constitute, an appeal under By-Law 15, which applies to Tribunal decisions on disciplinary matters.

14.4 Unless the CEO or Board otherwise directs, a Member or Participant remains Unfinancial, and the consequences in clause 11 continue to apply, while a request for internal review is being considered.

PART G — General

15. MINORS

15.1 Where a Participant is a minor, the obligation to pay a Debt and to comply with any Approved Payment Arrangement rests with the minor's parent or guardian, but the consequences described in clause 11 may be applied to the minor's registration and participation.

15.2 BNSW will, where reasonably practicable, direct notices and communications concerning a minor's Debt to the minor's parent or guardian, in addition to or instead of the minor.

16. PRIVACY AND CONFIDENTIALITY

16.1 Information about a Member's or Participant's Debt, payment history and Unfinancial Status will be collected, used, stored and disclosed only as reasonably necessary to administer this Policy, and will be shared only with those persons within BNSW, and the relevant Voting Affiliate, Regional Association or Affiliated Club, who reasonably need that information to perform their functions.

16.2 This clause is subject to BNSW's privacy policy and any applicable privacy law.

17. RELATIONSHIP WITH OTHER BNSW DOCUMENTS

17.1 This Policy operates alongside, and does not derogate from, the Constitution, the By-Laws, the Member Protection Policy, and any other policy adopted by BNSW. Clause 1.4 governs the order of precedence in the event of any inconsistency.

18. AMENDMENT

18.1 The Board may amend this Policy at any time by resolution, in accordance with **Rule 35.1** of the Constitution. An amendment takes effect from the date specified in the resolution or, if no date is specified, the date of the resolution.

19. SEVERANCE

19.1 If any provision of this Policy, or any phrase in it, is invalid or unenforceable in any jurisdiction, that phrase or provision is to be read down, if possible, so as to be valid and enforceable, and if it cannot be read down, it is to be severed, without affecting the remaining provisions of this Policy or its validity or enforceability in any other jurisdiction - consistent with **Rule 4.3** of the Constitution.

20. COMMENCEMENT AND REVIEW

20.1 This Policy commences on the date it is adopted by resolution of the Board and will be reviewed at intervals of not more than two (2) years, or earlier if required by changes to the Constitution, the By-Laws or applicable law.

SCHEDULE 1 — Quick Reference — Process Summary

This summary is provided for ease of administration. Where there is any inconsistency between this summary and the body of this Policy, the body of this Policy prevails.

Step	Action	Policy / Constitution reference
1	Debt arises (registration, program, State team, fine, etc.) and falls due.	Clauses 5, 6
2	If unpaid by the due date, BNSW / Finance Manager issues written notice of the debt and a reasonable opportunity (normally 7+ days) to pay or arrange payment.	Clause 9; Rule 38
3	Member may apply for an Approved Payment Arrangement instead of paying in full immediately.	Clause 8
4	If still unpaid (or an arrangement is defaulted on) after the notice period, the Member / Participant becomes Unfinancial.	Clause 5; Rule 10.2
5	Consequences apply: registration may be declined; the Player / official may be stood down from all BNSW activities; voting rights suspended; selection withheld.	Clause 11
6	Member / Participant may request an internal review of the determination within 14 days.	Clause 14
7	On payment in full (or Board/CEO acceptance of an arrangement), Unfinancial Status is lifted and rights are restored (lost time/points not revived).	Clause 13
8	For high-risk programs (tours, State teams, items requiring upfront third-party cost), BNSW may instead require Pre-Payment before registration/selection is confirmed.	Clause 10

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