



Volleyball South Australia

By-Laws

Volleyball South Australia

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1 Interpretation

In these By-Laws:

Affiliate means a body that has met the requirements set out in these By-Laws and the Constitution, as set out in section 8. Affiliation and Affiliated have corresponding meanings.

Affiliation Agreement means the annual agreement made between VSA and an Affiliate.

Board means the Board of Directors of VSA.

By-Laws are the rules set out in this document, which are referred to as “Regulations” in the Constitution.

Constitution means the Constitution of VSA.

Competition means any competition run by VSA.

Competition Regulations means the set of competition regulations assigned by VSA to any Competition described in section 11.

Program Sanctioning Application means the application available from VSA for Affiliates planning to run a tournament, event or program.

Chief Executive Officer or CEO means the Chief Executive Officer of VSA or their nominee.

SAVL means the South Australian Volleyball League competition.

Promoter Agreement means a standalone agreement made between VSA and an Affiliate on an annual basis to coordinate a VSA product or service.

Volleyball Australia or VA means the National controlling body of volleyball in Australia.

Volleyball South Australia or VSA means the controlling body of volleyball in South Australia.

2 Precedence

- 2.1 These By-Laws are drafted in accordance with the Constitution.
- 2.2 In the event of any inconsistency between the Constitution, the By-Laws, or any Competition Regulations, the Constitution shall prevail.
- 2.3 In the event of any inconsistency between the By-Laws and any Competition Regulations, the By-Laws shall prevail.

3 Amendments to By-Laws

- 3.1 These By-Laws may be amended by the Board following a recommendation from the CEO.
- 3.2 The CEO must distribute the motion to the members of the Board and include the motion for determination at the next available meeting, provided that the next available Board meeting is at least seven days from the date of distribution of the motion.
- 3.3 At the meeting the Board will vote by simple majority to determine whether the motion will be passed or defeated.
- 3.4 At all times the Board retains a power to veto any motion passed by the CEO to amend the By-Laws.

4 Member Protection Policy

- 4.1 VSA adopts without exclusion the VA Member Protection Policy (“Member Protection Policy”) as amended from time to time by Volleyball Australia
- 4.2 The current version of the Member Protection Policy is available on the VSA website.

5 Complaints

- 5.1 Any complaint regarding an alleged breach, or breaches, of the Member Protection Policy shall be dealt with according to the procedure prescribed in the VA Member Protection Policy, as amended from time to time.
- 5.2 Any complaint arising in the context of a Competition that does not involve an alleged breach of the Member Protection Policy shall be dealt with in accordance with the complaints procedures prescribed in the relevant Competition Regulations, as amended from time to time.
- 5.3 Any complaint arising from Prohibited Conduct shall be dealt with in accordance with the VA Complaints, Disputes and Discipline Policy.
- 5.4 Any complaint arising which does not involve matters mentioned in clause 5.1, 5.2 and 5.3, shall be dealt with according to the following procedure:
 - 5.4.1 The complainant shall lodge the complaint in writing to the CEO.
 - 5.4.2 The complainant and the CEO must meet and discuss the matter in dispute and if possible, resolve the dispute within 7 days after lodgement of the complaint with the CEO. The meeting may be in person or via other electronic media including telephone or teleconference;
 - 5.4.3 The complainant shall pay to the CEO the complaint fee as prescribed in Schedule 1;
 - 5.4.4 If the complaint is not resolved pursuant to 5.3.2, then within 14 days of the meeting described in 5.3.2 the CEO shall convene a complaint hearing before a complaint resolution panel consisting of the CEO and at least one member of the Board; and
 - 5.4.5 The complaint resolution panel shall hear and determine the resolution to the complaint and shall have the discretion to invite any interested person to address the panel in relation to the complaint prior to making the panel’s determination.

6 Committees

- 6.1 Committees shall be established to take responsibility for specific interests in the development of volleyball in South Australia.
- 6.2 The Committees shall include, at a minimum, the following:
 - Coaching Advisory Committee;
 - Referee Advisory Committee;
 - Beach Volleyball Advisory Committee;
 - SAVL Senior Advisory Committee; and
 - SAVL Junior Advisory Committee.

- 6.3 A staff member, or volunteer of VSA shall be responsible for all duties relating to the taking and distribution of minutes, the distribution of agendas, and the convening of meetings.
- 6.4 Notice of meetings of a Committee shall be distributed to every member of the Committee no less than seven days before the date of the meeting, along with the proposed agenda for the meeting.
- 6.5 The governance structure (including, without limitation, membership rights and voting rights) of each Committee shall be determined by the Committee's Terms of Reference listed in Appendix 1.

7 Individual Membership

- 7.1 A member acknowledges and agrees that before membership to VSA is accepted, the applicant must agree to accept the obligations of membership as provided in the membership application, and in the Constitution and By-Laws of VSA and constitution of VA.
- 7.2 Any member who is suspended or disqualified for failing to meet financial obligations or any other reason by either VA, VSA (or any other member state), or any Affiliate organisation, shall be ineligible for membership or to play in VA/VSA competitions or the competitions of any of the other said Affiliated organisations.
- 7.3 VSA may investigate any incidents reported against a member, including match sanctions and breaches of these By-Laws and VSA Policies.
- 7.4 Membership may be withdrawn at the discretion of the VSA Board for conduct contrary to the Constitution, these By-Laws, or for non-payment of fees.

8 Affiliates

- 8.1 A body wishing to affiliate with VSA must apply to the Board via the approved VSA Affiliation requirements and processes and satisfy the following minimum requirements in addition to any requirements set out in the Constitution. That body:
- 8.1.1 must be an incorporated body (Platinum and Gold levels);
 - 8.1.2 must provide a copy of its current constitution;
 - 8.1.3 must have an active working committee structure and annually submit the requested office bearer's details (once elected) to VSA
 - 8.1.4 may have a mission that relates to the promotion of multiple sports, but at least one of those sports must be indoor or beach volleyball;
 - 8.1.5 must be able to demonstrate financial stability to VSA
 - 8.1.6 must complete and return all requested forms and documents upon submission of application;
 - 8.1.7 must make payment of the base affiliation fee upon application;
 - 8.1.8 must meet its financial obligations under any agreements entered into with VSA including, but not restricted to, the Affiliation Agreement and any ongoing collection of approved fees; and
 - 8.1.9 must ensure compliance with VSA Constitution, By-Laws, all State and Federal legislation and VSA Affiliate related policies and provide evidence of such if requested by VSA;
 - 8.1.10 must commit to adherence to VSA's/VA's code of conduct, fostering a positive and respectful environment for all participants.
 - 8.1.11 must actively promote inclusivity, diversity and equal participation within their organisation, ensuring that individuals from all backgrounds, abilities and identities feel welcomed and valued.

- 8.2 The levels of Affiliation are as described below;

Affiliation level	
Platinum	Volleyball Clubs or Associations who have been endorsed by VSA to enter the premier divisions of SAVL
Gold	Other not-for-profit volleyball clubs and associations including Regional.
Silver	Educational organisations.
Bronze	Other profit or not-for-profit organisations via individual written agreement with VSA.

- 8.3 The voting rights of Platinum and Gold level Affiliates will be as stated in the Constitution.
- 8.4 All Affiliates must ensure they meet VSA's requirements and payments for Affiliation in the times applicable to the affiliation application.
- 8.5 Membership of the affiliate shall be open to all individuals and organisations within South Australia who wish to participate in volleyball. This inclusivity extends regardless of factors such as gender, religion, race, political persuasion, age, socio-economic status, class or personal interest. Educational organisations may have specific considerations due to the nature of their structure.
- 8.6 Any member, participant or organisation which is suspended or disqualified for failing to meet financial obligations or any other reason by either VA, VSA (or any other member state), or any Affiliate organisation shall be ineligible for membership or to play in VA or VSA competitions or the competitions of any of the other said Affiliated organisations.

- 8.7 The Affiliate (excluding Bronze level Affiliates) must ensure Participants complete membership application and pay membership fees as detailed on the VSA membership website in order to participate in volleyball competitions for said organisation.
- 8.8 VSA will maintain a comprehensive register of individual members in accordance with the provisions in the VSA Constitution and aligned with the requirements stipulated by VA. This register will contain accurate and up-to-date information pertaining to the affiliation status of each member and their respective affiliation. VSA will ensure the privacy and security of member data.
- 8.9 All Affiliates (excluding Bronze level Affiliates) must ensure that Participants are members of VSA, including players, coaches, officials and committee members. This membership should be valid throughout all VSA and Affiliate programs and competitions.
- 8.10 Affiliation may be withdrawn at the discretion of the VSA Board for conduct contrary to the Constitution, these By-Laws, or for non-payment of fees.

9 Platinum Affiliation

- 9.1 Platinum status may be granted by the CEO to Affiliates who meet the following eligibility criteria:
- 9.1.1 Affiliation with VSA: The Affiliate must have completed the affiliation process and met all necessary requirements stipulated by VSA;
 - 9.1.2 Clear Financial Standing: The Affiliate must have settled all outstanding financial obligations owed to VSA;
 - 9.1.3 Competition Team Nominations: The Affiliate is required to nominate the following teams:
 - (a) one men's SAVL Senior SAVL team;
 - (b) one women's SAVL Senior SAVL team;
 - (c) one men's SAVL Senior Reserves team;
 - (d) one women's SAVL Senior Reserves team;
 - (e) one men's SAVL Junior team;
 - (f) one women's SAVL Junior team.
- 9.2 In exceptional circumstances where a Platinum organisation encounters unforeseen challenges in meeting the full eligibility criteria, it may retain its full status for a predetermined period, subject to the approval of the CEO, upon submission and approval of a remedial business plan or strategic plan including KPI's.
- 9.3 Provisional Platinum status may be granted by the CEO to Affiliated Bodies who meet the eligibility criteria prescribed in sub-clauses 9.1.1 to 9.1.2 above and who:
- 9.3.1 Nominate at least two teams in any SAVL division; and
 - 9.3.2 Provide a business plan to the CEO as to the Affiliated Body's plan to reach full Platinum status within an agreed timeframe.

- 9.4 Platinum status, and Provisional Platinum status, shall expire after twelve months as per the Platinum affiliation period with VSA.
- 9.5 An Affiliated body agrees to the following conditions (amongst others) when it attains Platinum or Provisional Platinum status:
- 9.5.1 Adherence to Regulations: The Affiliate must consistently comply with VSA's regulations, which may be subject to periodic updates; and
- 9.5.2 Team Responsibilities: The Affiliate must fulfill the playing and officiating responsibilities for all nominated teams, contributing positively to the overall competition and program experience.

10 Competitions and Events

- 10.2 VSA shall be responsible for the organisation and execution of each of the following annual volleyball competitions:
- SAVL indoor volleyball (senior and junior);
 - Primary Schools and State Schools Cups;
 - SA Volleyball Schools Smash;
 - SA Country Championships;
 - MiniSpike and Junior Participation Programs;
 - SA Beach Volleyball Open;
 - Schools Beach Festivals;
 - SA Beach Series volleyball (senior and junior);
 - Spikezone competitions; and
 - Social competitions.
- 10.2 The Competitions designated in paragraph 10.1 above are not intended to in any way limit the scope or amount of competitions VSA may organise and execute.
- 10.3 Competition and Events Regulations and entry requirements shall apply to each competition and event. VSA is responsible for the drafting and maintenance of all tournament regulations and entry requirements.
- 10.4 VSA in its absolute discretion reserves the right to reject entries to Competitions and Events.
- 10.5 Only eligible players shall take part in any Competition and Events organised by VSA unless otherwise specified.
- 10.6 Any Affiliate operating a Spikezone competition must have and comply with a current VSA Promoter Agreement, as amended by VSA from time to time.
- 10.7 Any Affiliate intending to run an event, competition or program must submit a Program Sanctioning Application to VSA for approval before commencing the tournament, competition or event.

11 State Teams

- 11.1 Selection for any indoor or beach State Team will be in accordance with the VSA State Team Selection Procedure.
- 11.2 All coaches, support personnel and players will be required to abide by the VSA/VA Code of Conduct and all VSA/VA Policies, including but not limited to the Member Protection Policy and Child Safeguarding Policy.

12 Policies

- 12.1 The following policies, as amended from time to time, will govern specific areas of VSA operation and services:
- 12.1.1 Extreme Weather Policy
 - 12.1.2 Concussion Management Policy
 - 12.1.3 Sun Protection Policy
 - 12.1.4 Working with Children Check Policy
- 12.2 VSA also adopts the following VA policies in whole, as amended from time to time:
- 12.2.1 Member Protection Policy
 - 12.2.2 Safeguarding Children and Young People Policy (including SA Addendum)
 - 12.2.3 Social Media Policy
 - 12.2.4 Complaints, Disputes and Discipline Policy
 - 12.2.5 Competition Manipulation and Sports Wagering Policy
 - 12.2.6 Whistleblower Policy
 - 12.2.7 Code of Conduct
 - 12.2.8 Reviews & Appeals Policy
 - 12.2.9 Personal Grievances Policy
 - 12.2.10 Conduct & Disciplinary Policy
 - 12.2.11 Photography & Filming Policy
 - 12.2.12 Privacy Policy

13 Awards

- 13.1 The CEO and VSA Staff shall call for and receive nominations for all awards.
- 13.2 Life Membership may be awarded to members who meet the following criteria:
- 13.2.1 must be members of VSA and have actively participated in the sport of volleyball for at least 10 years.
 - 13.2.2 must have conducted themselves in an exemplary personal and professional manner with behaviour appropriate to a sporting participant.
 - 13.2.3 must have demonstrated a high quality of service participation directly to VSA in the sport of volleyball.
 - 13.2.4 must have demonstrated a significant positive influence within the parameters of VSA inclusive of administration, coaching/officiating and/or playing.
- 13.3 The CEO shall recommend to the Board whether nominees meet the selection criteria and the Board shall vote on the recommendation.
- 13.4 The Life Membership award will be presented at an appropriate forum as determined by the CEO in consultation with the recipient and will include a Life Member pin and certificate.
- 13.5 Life Membership shall entitle the recipient to free VSA membership and free entry to VSA competitions and selected events.

- 13.6 An Award of Merit may be awarded to members who meet the following criteria:
- 13.6.1 Must be members of VSA and have actively participated in the sport of volleyball for at least 5 years;
 - 13.6.2 Must have conducted themselves in an exemplary personal and professional manner with behaviour appropriate to a sporting participant;
 - 13.6.3 Must have demonstrated a high quality of service participation directly to VSA in the sport of volleyball; and
 - 13.6.4 Must have demonstrated a significant positive influence within the parameters of VSA inclusive of administration, coaching/officiating and/or playing.
- 13.7 Nominations for an Award of Merit may be made to the CEO by an Affiliated Body or member of VSA.
- 13.8 The Award of Merit will be presented at an appropriate forum as determined by the General Manager in consultation with the recipient.

Document History Log

Version	Date of Issue
1	March 20, 2010
2	July 30, 2018
3	October 2019
4	February 2024

Schedule 1 - Fee Schedule

Fee	Amount
Complaint Lodgement	\$50

Appendix 1 - Committee Terms of Reference**Document**

VSA Terms of Reference – SAVL Senior Advisory Committee

VSA Terms of Reference - SAVL Junior Advisory Committee

VSA Terms of Reference - VSA Referee Advisory Committee

VSA Terms of Reference - VSA Coaching Advisory Committee

VSA Terms of Reference - SA Beach Volleyball Advisory Committee