



Collection of Fees Policy

Effective Date – 10 December 2019

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1. Policy Overview

1.1 Introduction

Football West is the sole governing body for football in Western Australia and represents all levels of competition, development and coaching in metropolitan and regional areas. The world game is a powerful and unifying force in the WA community, bringing together football fans and participants regardless of age, gender or ethnicity.

Football West, which is affiliated to FA and FIFA, has created an environment that brings the game to life on parks, pitches and indoor centres around the state.

Football West nurtures and encourages the next generation of players through pathways that have also been developed for coaches and match officials to pursue their dreams and aspirations.

1.2 Context

Football West, like any business, requires consistent income to provide services to the football community and receives this income from various sources, including clubs and associations. It is important for the continued provision of these services that this income is received in a timely manner.

1.3 Purpose

The purpose of this Policy is to set out a clear, equitable, accountable, and transparent process that Football West will follow in order to collect fees from affiliated Clubs and Associations. The Policy will also aim to encourage clubs to settle their accounts with Football West within specified timeframes.

1.4 Audience

This Policy applies to all Clubs and Associations affiliated with Football West.

1.5 Responsibilities

The following responsibilities have been assigned:

Role	Function
Board	• Approve this Policy and any amendments.
Finance, Audit and Risk Management Committee	• Endorse this policy for Board approval.
CEO	• Implement this Policy.
CFO	• Review this Policy and recommend changes to the CEO and Finance, Audit and Risk Management Committee for consideration.
General Manager - Football	• Ensure the Policy objectives are carried out.
Staff	• Adhere to this policy in performing their specific functions.

1.6 Authority

This Policy derives its authority from the Board. The Policy is effective from the date of Board approval.

1.7 Review

This Policy will be reviewed and updated biennially or earlier as required.

1.8 Availability of this Policy

This Policy will be available to all Clubs and Associations:

- a) via direct email to every Club and Association as soon as practicable after approval
- b) at Club Workshops delivered by Operations Support and Club Development Staff
- c) on the Football West website
- d) on SharePoint in the folder '1 Administration/Policies'.

2. Policy Statement

2.1 Late Payment Procedures

Football West's payment terms are 30 days. When amounts are outstanding after 30 days, the following procedures will apply:

- a) At the beginning of each month, Clubs and Associations that have an Overdue Amount will be issued with a reminder requesting payment within 14 days.
- b) If, after those 14 days have elapsed, all or part of the Overdue Amount remains outstanding, Clubs and Associations will be issued with a final reminder to settle the Overdue Amount within 7 days.
- c) If, after those 7 days have elapsed, a Club or Association still owes an Overdue Amount, the Club or Association will be suspended from Football West.

2.2 Request to Enter into a Repayment Agreement before a Suspension

A Club or Association that has not been suspended from Football West but that may not be able to settle an Overdue Amount before a suspension is activated may request to enter into a Repayment Agreement with Football West.

A Repayment Agreement prior to the activation of a suspension has the effect of delaying the imposition of a suspension for as long as the Club or Association meets its obligations under the Payment Agreement.

Should a Club or Association fail to meet its obligations under the Payment Agreement, the Payment Agreement will be cancelled and the Club or Association will be immediately suspended.

2.3 Request to Enter into a Repayment Agreement after a Suspension

A Club or Association that has been suspended from Football West may apply to enter into a Repayment Agreement with Football West, subject to clause 2.5.

A Repayment Agreement after a Club or Association has been suspended has the effect of temporarily removing the imposition of a suspension for as long as the Club or Association meets its obligations under the Payment Agreement.

Should a Club or Association fail to meet its obligations under the Payment Agreement, the Payment Agreement will be immediately cancelled and the Club or Association will have its suspension reimposed immediately.

For the avoidance of all doubt, a Payment Agreement activated after a suspension has been imposed does not negate the imposition of the late payment fee referred to in clause 2.4.

2.4 Effect of a Suspension from Football West

A Club that is suspended from Football West will:

- Forfeit all Matches scheduled during the period of suspension (fines associated with forfeited Matches during a period of suspension will not be applied).
- Not be permitted to take part in any Football West sanctioned activities.
- Be charged a late payment fee of \$500 plus GST.

An Association that is suspended from Football West will:

- Have any grant payments suspended.
- Not be permitted to take part in any Football West sanctioned activities including Country Week and Country Camp.
- Be charged a late payment fee of \$500 plus GST.

2.5 Seriously Delinquent Debts

A Club or Association that owes any amount to Football West that remains unpaid after more than 90 days after the Invoice Date will be considered to owe a Seriously Delinquent Debt.

A Club or Association that owes a Seriously Delinquent Debt will be suspended from Football West for the remainder of the calendar year.

A Club or Association that owes a Seriously Delinquent Debt will not be permitted to enter into a Payment Agreement with Football West.

2.6 Lifting a Suspension

Subject to clause 2.5, a Club or Association may apply to lift its suspension on payment of:

- The Overdue Amount that led to the suspension.
- Any subsequent amounts that have since become overdue during the period of suspension.
- The late payment fee.

3. Useful Resources

3.1 Statutes, Policies and Other Official Documents

- Associations Incorporation Act 2015 (WA)*

3.2 Websites

- <https://www.dlgsc.wa.gov.au/department/publications/publication/show-me-the-money-a-guide-for-the-club-treasurer>
- <https://www.dlgsc.wa.gov.au/sport-and-recreation/every-club-hub>
- <https://www.accc.gov.au/publications/debt-collection-guideline-for-collectors-creditors>

4. Internal Reporting and Communication

Football West will develop and implement key performance measures to assess the effectiveness of the Policy.

These measures will be reported upon by the CEO at least annually to the Board for review and any further action.

5. Definitions and Interpretation

Definitions

The following capitalised terms, when not appearing in headings, have the following meanings when used in this Policy. Capitalised terms used in the Constitution bear the same meaning when those terms are used in this Policy.

Association means a body corporate or incorporated Association recognised by Football West as representative of Clubs or Players of a special interest group or within a geographic area.

Board means all or some of the Directors of Football West acting as a board.

CEO means the Chief Executive Officer.

CFO means the Chief Financial Officer.

Club means:

- a) a body corporate or incorporated Association recognised by Football West and that organises teams to participate in competitions sanctioned by Football West or FFA; or
- b) any legal entity deemed to be a Club by Football West.

Finance, Audit and Risk Management Committee means the Committee established under the provisions of article 12.11 of the Constitution to assist the Board in the effective discharge of its responsibilities by providing an objective review of the finance, risk management, internal controls and legal compliance activities of Football West.

FA means Football Australia ACN 106 478 068.

FIFA means Fédération Internationale de Football Association.

Football West means Football West Limited ACN 109 919 324.

Invoice Date means the date of any invoice issued by Football West.

Match means any football match played in Western Australia under the auspices of Football West, FFA or an Association or otherwise played under Football West's direction or control.

Match Official means a referee, assistant referee, fourth official, referee assessor or match commissioner or any other person appointed by Football West Administration or a Competition Administrator to assume responsibility in connection with a Match.

Overdue Amount means any amount owed to Football West that remains unpaid after more than 30 days after the Invoice Date.

Policy means this Football West Policy as amended by the Directors from time to time.

Seriously Delinquent Debt means any amount owed to Football West that remains unpaid after more than 90 days after the Invoice Date.

Interpretation

Unless the context otherwise requires:

- headings are for convenience of reference only and do not affect interpretation;
- references to any gender include all genders;
- references to the singular apply to the plural and vice versa;
- references to a person include any other entity recognised by law and vice versa;
- where a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- any reference to a clause number refers to a clause in the same sub-section unless otherwise stated;
- any reference to a party to this document includes its successors and permitted assigns;
- any reference to any agreement or document includes that agreement or document as amended at any time;

- the use of the word includes or including is not to be taken as limiting the meaning of the words preceding it;
- the expression at any time includes reference to past, present and future time and the performance of any action from time to time;
- reference to a statute includes all regulations and amendments to that statute and any statute passed in substitution for that statute or incorporating any of its provisions to the extent that they are incorporated; and
- all monetary amounts are inclusive of GST unless stated otherwise.