

# *TORONTO NATIONALS, MHC*

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## **CLUB POLICIES**

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RULES OF OPERATION FOR THE TORONTO NATIONALS

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*Bringing Hockey Dreams to Life*

# RULES OF OPERATION

BE A PART OF THE NAT EXPERIENCE

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## MISSION STATEMENT

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The Toronto Nationals, formed in 1967 as a tribute to Canada's centennial, have been at the forefront of hockey development in the Greater Toronto Hockey League (GTHL) for nearly five decades. Over the years, the game has changed considerably but one constant has been the tireless efforts of both the coaches and executive who are committed to creating an environment that maximizes player development on the ice and helps shape athletes for future success off the ice.

At the Toronto Nationals, we pride ourselves on taking the holistic view of our athletes and are dedicated to delivering the most complete youth hockey experience in the Greater Toronto area. In addition to our highly qualified, professional staff and our rigorous on-ice programs, each player will learn the value of discipline, teamwork, sportsmanship, commitment and responsibility that will serve as building blocks for strong character and lifelong success.

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## RULES OF OPERATION

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These Rules are intended to set out the current policies of the Club which will be applicable to the Teams and its players during this period. While they are intended to be comprehensive, the Rules and policies are not exhaustive and the Club reserves the right, in its discretion, to make such changes and additions from time to time as it deems appropriate. Notice of any changes and/or additions will be given to Team Officials and, when appropriate, directly to parents/guardians on a timely basis.

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## GOVERNANCE AND SCOPE

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### 1.0 Incorporation

The Toronto Nationals Hockey Club Inc. (the "Club") was incorporated as a non-share capital corporation ("Not-for-Profit Ontario Corporation, Number: 847007) by Letters Patent issued by the Province of Ontario on August 2, 1989 and operates under these Rules of Operation as well as the rules of the Greater Toronto Hockey League (the "GTHL")

### 2.0 Teams

The Club unless otherwise decided by the Club's executive or the GTHL will register eight teams in the AAA division of the GTHL. These teams will include Minor Atom, Atom, Minor Peewee, Peewee, Minor Bantam, Bantam, Minor Midget and Midget.

### 3.0 Hockey Operations

The Club's General Manager is responsible for administering the day to day hockey operations relating to its Teams and all matters in any way relating to the GTHL, its members, other hockey organizations and governing bodies. Club Executives (including the General Manager) have no direct responsibility for liaising or interacting with parents/guardians and do not deal directly with Team affairs.

### 4.0 Club Registration Fees

Player registration fees will be specified in the Club's current registration form handed out to parents/guardians prior to signing a player registration card each season.

## 5.0 The Club's Responsibilities

Subject to the overriding authority of the GTHL, the Club has exclusive control over its Teams and players registered with the organization for all periods sanctioned or mandated by the GTHL. In addition to the foregoing and to the other rights reserved below, the Club shall have primary responsibility for the following:

- a) **Team Officials.** The Club appoints and, if necessary, replaces the Head Coach of each Team and approves the selection of other Team Officials. The Club monitors and evaluates the performance of all Team Officials.
- b) **Restriction of Team Officials Changing Clubs.** It is the intention of the Club to uphold GTHL Rule 7.15 which specifies that a registered Team Official will not be granted consent to be registered with or to appear on the bench of another GTHL club in the immediately higher age division in the immediately following season.
- c) **GTHL Registration.** The Club registers its players and Team Officials with the GTHL.
- d) **Team Programs.** The Club develops programs of general application for its Teams.
- e) **Tournaments.** The Club approves and processes tournament travel permit applications. If a conflict in scheduling between Teams arises, the final determination as to the application to be processed will be made by the Club in its sole and absolute discretion.
- f) **Practice Ice.** The Club provides each Team with 1.5 hours of practice ice each week on a regularly scheduled basis, as available. The Club reserves the right to re-schedule Team practice ice in its sole and absolute discretion. Any additional practice ice required is to be arranged by the Team at its own cost.
- g) **Equipment, Gear and Clothing.** All Club equipment and apparel must be approved and purchased through the Club.
- h) **Club Name and Logo.** All equipment, apparel and any other such similar items bearing the Club logo and/or Club name must be purchased through the Club. Outside application of the Club logo and/or Club name is strictly prohibited unless such application has received prior written approval from a duly authorized Club Executive. Any Team/Team Official/Player who is found by the Club to be in violation of this rule will be subject to sanctions, including a fine of \$1,000.00, and/or the immediate removal of Club name/logos from unauthorized item(s). Team Officials/Players found to be in violation of this rule may also be subject to indefinite suspension, including prohibiting such Team Official/Player from participating in Team functions, practices or games. The foregoing determination shall be made by the Club, in its sole and absolute discretion, as it considers appropriate. Without limiting the generality of the foregoing, the Club may also elect to pursue other remedies available under law for copyright and/or trademark infringement violations.
- i) **Disciplinary Hearings.** Club Officials will accompany the Team Officials and/or player(s) to any disciplinary hearing mandated by the GTHL. The Club reserves the right to exclude any person(s) from a disciplinary hearing as it considers appropriate in its sole and absolute discretion.

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## TEAMS AND TEAM OFFICIALS

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### 6.0 Team Officials

Team Officials are defined as the Head Coach, Team Manager, Assistant Coach, Trainer, Assistant Trainer and/or Assistant Manager duly registered on a GTHL registration certificate by the Club for a specific Team.

#### 6.1 Team Officials Responsibilities

- a) It is the responsibility of each Team Official to learn the Club's policies and procedures. All policies and procedures are expected to be followed at all times. Failure to do so may result in suspension or termination of those individuals found to be in default.

- b) The Head Coach is assigned by the Club's General Manager and is responsible for acquiring his/her coaching staff members, as well as responsible for overseeing/supervising their duties over the season on all Team related matters on and off ice, including financial. Final approval to register all Team Officials is that of the Club's General Manager.
- c) The Club will communicate its business directly to the Head Coach and/or Team Manager only.
- d) All Team Officials are required to attend a Speak Out course before their card will be registered by the GTHL.
- e) All Team Officials are will be subject to a Criminal Record Check in accordance with Section 5.7 of the GTHL Speak Out Policies and Procedures Guide.
- f) Team Officials will meet with the parents/guardians at least 3 times each season. The first meeting should be held prior to the commencement of the season and the other meetings should be arranged whenever practicable to coincide with delivery of the Team's financial summaries. Notice of matters to be discussed at each meeting shall be given to one parent/guardian of each player at least two (2) days prior to the date of the meeting.

## **6.2 Payments to Team Officials**

Any person acting as in his or her capacity as Team Official may receive payment for his or her services and, in addition, may be reimbursed for reasonable expenses incurred in connection with the performance of such services. Unless otherwise agreed to by the parents/guardians representing at least 75% of the players on the Team, the Team may not make any payments in respect of fees or reimbursements in excess of the amounts allowed for in the Preliminary Team Budget for such year.

## **6.3 GTHL League Passes**

The Club will provide a maximum of five (5) league passes to each Team for their Team Officials at no additional cost that entitles them to free admission to league games. Each Team may purchase one (1) additional league pass at the prevailing rate charged by the GTHL; the holder of this sixth league pass is not allowed on the Team's bench during a game. All league passes remain at all times as property of the GTHL and must be immediately returned to the Club or to the GTHL upon request to do so.

## **6.4 Team Officials are Not Employees or Agents of the Club**

Although appointed or approved by the Club, neither the Head Coach nor any other Team Official is or should be construed to be an employee of the Club. The Club is not responsible for acts of theft or embezzlement by any Team Official, nor is it responsible for any other of a Team Official's actions or omissions of any nature or kind, whatsoever and however caused.

Team Officials are not agents of the Club and therefore have no authority to speak for, incur obligations, financial or otherwise, grant any approvals or accede to any requests on behalf of the Club.

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## **TEAM FINANCES AND RULES**

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## **6.5 Team Bank Accounts**

Each Team shall maintain a bank account under the Team's name with a bank satisfactory to the Club. The signing officers for the Team shall include two (2) Team Officials and two (2) parents/guardians on the Team who are selected by the parents/guardians representing 75% of the players on the Team. At least two (2) signatures shall be required for all cheques issued by the Team. No money is to be withdrawn from the Team bank account unless it is by way of a cheque, with two (2) signatures (one (1) Team Official and one (1) parent/guardian). The names of the authorized signing officers for the Team shall be provided to the Club once established. The Team Officials are jointly responsibility of the managing of all Team funds and thus will be held liable for any mismanaged funds within the Team; no releases will be granted for Team Officials until all financial matters have been resolved.

## 6.6 Team Receipts and Expenditures

All revenues of whatever nature or kind belonging to the Team including team fees, sponsorship contributions, and proceeds derived from fund raising activities shall be deposited into the Team's bank account immediately on receipt.

All expenses and disbursements owing or incurred by the Team shall be made only by cheque drawn on the Team's bank account.

## 6.7 Team Budgets

At least thirty (30) days before the date fixed for the first Team tryout, each Team will submit a Preliminary Team Budget to the Club for approval. The Preliminary Team Budget must be prepared in accordance with the form set out by the Club and must include:

- Proposed Team revenues including sources;
- Proposed Team expenses;
- Reasonably detailed explanatory notes for each budgeted item; and
- If a Team opts to pay its Team Officials, the Team budget must also indicate:
  - Amounts of the payments and reimbursements to be made to Team Officials;
  - Source of the funding from which the payments and reimbursements will be made; and
  - Basis on which payments and reimbursements shall be made.

## 6.8 Preliminary Team Budgets to Parent/Guardians

The approved Preliminary Team Budget will be provided to a parent/guardian of each proposed player at least one (1) day prior to the date fixed for the signing of the player's registration card.

## 6.9 Final Team Budgets to Parent/Guardians

The Team will submit the Final Team Budget to the Club and a parent/guardian of each player prior to the commencement of the GTHL season. The Final Team Budget must be prepared in accordance with the form set out by the Club and must contain no material changes from the Preliminary Team Budget unless approval is first obtained from the Club and parents or guardians representing at least 75% of the players on the Team. Changes, if any, shall be highlighted and appropriate explanations shall be provided.

## 6.10 Team Finances

The Team will produce two (2) separate financial summaries on the form set out by the Club, explaining the Team's financial status for the following periods:

- May 1 to Start of Season; and
- Start of Season to March 31 or such later date as the Team may reasonably designate with Club approval.

A copy of the Team's financial summaries will be provided to at least one parent/guardian of each Team player no later than thirty (30) days following the close of the period for which the summary is prepared.

The Club will require the Head Coach to provide the Preliminary Team Budget to parents/guardians at least one (1) day prior to the date fixed for signing the player's registration card. The parent/guardian must acknowledge in writing receipt of a copy of the Preliminary Team Budget at the time of signing a registration card.

No material changes to the Preliminary Budget shall be permitted without prior approval of the Club and 75% of the parents/guardians of the players on the Team.

The Head Coach will submit the Final Team Budget to the Club and to the parent/guardian of each player. The final budget must be in the format acceptable to the Club. Changes must be highlighted with appropriate explanations.

The Final Team Budget must be submitted to the Club and to the parent/guardian of each player prior to the start of the GTHL season.

Any goods or services purchased from any Team Official must be separately disclosed.

The Team will produce three (3) separate interim financial summaries (September 15, November 15, and January 15) in addition to the Final Financial Statement which shall be provided within four (4) weeks after the Team's last game. The Final Financial Statement must be signed by at least two (2) signing officers of the Team.

If there is a surplus of funds available to the Team at the close of the GTHL season, the surplus is to be used in a manner as the parents/guardians representing 75% of the players on the Team reasonably determine. If there is no determination by April 15 the funds are to be transferred to the Club. The Club will return the funds to the Team as reconstituted, which shall be used to offset that season's expenses.

Any complaint by a parent/guardian arising out of a Team budget or financial summary must be referred to the Club for resolution. The decision of the Club will be binding on all parties.

#### **6.11 Supplementary Team Rules**

A Team may elect to adopt rules and/or policies in addition to those contained with these Club Rules of Operation. Supplementary Team rules will be submitted to the Club for approval at least thirty (30) days before the date fixed for the first Team tryout.; no such rules and/or policies shall be in effect without prior approval in writing by a duly authorized Club Executive.

The Club will require the Head Coach to provide the supplementary Team rules to parents/guardians at least one (1) day prior to the date fixed for signing the player's registration card. The parent/guardian must acknowledge in writing receipt of a copy of any supplementary Team rules at the time of signing a registration card.

#### **6.12 Team Collection of Club Uniform**

At the end of the Season, the Team officials shall be responsible for collecting of any and all Club uniforms which need to be returned at the end of each season. Should the Team receive resistance from player/parents and not be successful in retrieving such items, they must notify the Club by no later than March 15<sup>th</sup> so that such players may be placed on hold with the GTHL within the required time frame. Should the Club not notified of such outstanding items within the required time frame, the Team Officials will be held responsible for their return or replacement cost and will therefore not be released from the Club until this has been done.

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### **RELEASING PLAYERS**

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#### **7.0 Release Requests**

- a) The Club's policy regarding releases for Minor Bantams to first year Midgets is that outright releases at the conclusion of the season are not granted. However, the Club will, in its sole and absolute discretion, consider requests for releases under certain circumstances. Parties requesting releases at the conclusion of the season will submit their reasons in writing to the attention of the Club's General Manager. Written requests for releases will be considered by the Club's Executives, and if a compelling and suitable reason is found, a release may be granted having regard for the best interests of all concerned. The Club reserves the right to withhold releases in its sole and absolute discretion.

- b) The Club's policy regarding releases for any player once a registration card has been signed is that releases are not granted except under extraordinary and compelling circumstances. Parties requesting releases after a registration card has been signed will submit their reasons in writing to the attention of the Club's General Manager. Written requests for releases will be considered by the Club's Executives, and if a compelling and suitable reason is found, a release may be granted having regard for the best interests of all concerned. The Club may grant a release up midnight on November 15 in accordance with the regulations set out in Section 7 of the GTHL Rulebook. The Club reserves the right to withhold releases in its sole and absolute discretion.
- c) Player releases may only be granted with the approval of the Club's Executives, and shall only be deemed valid when signed by the Club's General Manager. Team Officials are NOT authorized under any circumstances to grant a player release, or to make a binding commitment to have a player release granted by the Club.

## 8.0 Refunds

No refund of player registration fees, team dues, sponsorship amounts and/or additional monies paid to the Club and/or Team will be provided under the following circumstances:

- A player release has been mandated by the GTHL on application by the player's parent(s)/guardian(s);
- A player release has been granted by the Club on request by the player's parent(s)/guardian(s) in accordance with 7.0b) above; or
- The player discontinues attending Team games, practices and/or events for any reason whatsoever.

If player registration fees, team dues, sponsorship amounts and/or additional monies have been paid to the Club and/or Team, and the player is released by the Club (for any circumstances other than those listed above), any time up to and including midnight on November 15, the player's parent(s)/guardian(s) shall receive a pro-rata rebate within thirty (30) days following the release being granted calculated as follows:

- A charge to the player for each game, practice and/or off-ice training session that the Team held from the day that the player's registration card was signed to the day the release was granted will be deducted from the total amount paid by the player's parent(s)/guardian(s);
- A charge to the player for his/her proportionate share of any and all Team activities, and common expenses incurred by the Team, that can be verified in the Team budget presented at or around time that the player's registration card was signed will be deducted from the total amount paid by the player's parent(s)/guardian(s);
- A charge to the player for non-reimbursable Club administrative and player league registration costs will be deducted from the total amount paid by the player's parent(s)/guardian(s). The amount of this charge will be specified in the Club's current registration form handed out to parents/guardians prior to a player signing a player registration card each season. The Club, in its sole and absolute discretion, may require the Team to reimburse this charge in full or in part to the player's parent(s)/guardian(s) if a player is released by the Club at the Team's request;
- Once these calculations have been made and agreed upon, a refund cheque is to be made payable to the player's designated parent/guardian by the Team. Before the refund cheque is released, all items equipment, apparel and other such similar items supplied by the Club and/or the Team must first be returned to the Team Manager or another duly designated representative of the Team;
- The Team's Head Coach or Team Manager must notify the Club's General Manager in writing of the last date that the player participated in a Team activity, and show the refund calculations prior to the pro-rata refund being authorized for release by the Club;
- No refund of amounts paid to the Club and/or Team for equipment and/or apparel items will be provided under any circumstances when a player release has been mandated by the GTHL or granted by the Club.

### 8.1 Refund Responsibility

If a player is released by the Club at the Team's request, all refunds due are the responsibility of the Team, with the player registration fee component coming from the Club.

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**PERMISSION TO SKATE**

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**9.0 Permission to Skate Forms**

Permission to skate with a team of another club or association may be granted by the Club in its sole and absolute discretion, subject to and in accordance with applicable rules and regulations of the GTHL and the Ontario Hockey Federation. A permission to skate form shall only be deemed valid when signed by the Club's General Manager. The Club may require a player to attend one or more Club team tryout sessions prior to granting a permission to skate form for a team of another club or association.

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**PLAYER CODE OF CONDUCT AND RESPONSIBILITIES**

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**10.0 Obligations and Standard of Conduct**

Players shall:

- a) Represent their Team with dignity at all times;
- b) Always play to the best of their ability within the spirit of true sportsmanship by:
  - Showing respect for the rules of the game, the game officials and their decisions, and their opponents,
  - Using their best efforts to maintain composure while on the ice, and
  - Refraining from trash talking or making improper gestures, whether on or off the ice.
- c) Demonstrate respect for their team-mates, and treat them fairly and equally;
- d) Demonstrate respect for their coaches and other Team Officials;
- e) Make a commitment to the Team, its program and its goals a major priority;
- f) Attend all games, practice and other events prescribed by the Team in accordance with the rules established by the Head Coach from time to time;
- g) Where equipment is provided by the Club or the Team, use only such equipment (including sweaters and socks) and ensure that it is maintained in a proper state of repair and not altered in any manner;
- h) Abide by the Team dress code at all times which includes wearing game socks and game jerseys only during games, and not during practices; and
- i) Refrain from using alcohol and prohibited drugs.

The foregoing list of obligations is not exhaustive and may be supplemented by the Club or the Team from time to time upon giving the player and his/her parents/guardian reasonable notice.

**10.1 Sanction for Misconduct**

The Club, in its sole and absolute discretion, reserves the right to restrict the ice time, suspend or release any player who is found by the Club to have breached any of the foregoing obligations.

**10.2 Player Injury**

Neither the Club nor the Team is responsible for any injury suffered by a player, whether on or off the ice, and howsoever caused. The GTHL maintains insurance coverage which may be applicable in certain events. Parents and guardians are urged to contact the GTHL for an explanation of such insurance coverage.

The Club believes that a player's health and safety should be considered first and foremost in determining the most appropriate time for a player who has suffered any injury to return to regular hockey related activities. In particular,

the Club fully endorses the GTHL policy related to dealing with players who have suffered a suspected or identified head injury as outlined in the GTHL Rulebook.

### **10.3 Allocation of Ice Time during Games**

The Team's Head Coach shall make all decisions with respect to the allocation of ice for each player during any game situation and at his/her discretion with the best overall interest of the Team in mind. Any player, or the parents/guardian thereof, denied a reasonable allocation of ice time during any game shall be entitled to request and obtain an explanation from the Head Coach or another duly assigned Team Official, without fear or threat of repercussion, provided such request is made in both a civil and appropriate manner.

If a player is denied reasonable ice time allocation during games on a continuous basis and is not satisfied with the explanation provided by the Team, he/she, or the parents/guardians thereof, may request that the issue be referred to the Club for review and resolution in accordance with the procedure set out in Section 11.0 of these Rules of Operation.

### **10.4 Playing and Practicing with Affiliated Teams**

The Club will determine and publish the affiliation of Teams at the beginning of each season in accordance with the regulations set out in Section 6 of the GTHL Rulebook.

Whenever practicable, player should be made available to their affiliated Team so long as his/her participation does not conflict with the player's primary responsibilities to his/her own Team. The Head Coach will select the player(s) from his/her Team to participate with the affiliated Team, having regard for the reasonable requests from the Head Coach of the affiliated Team.

Whenever practicable, affiliated players should practice with their affiliated Team. The Head Coach will determine the number and identity of the players from his/her Team to participate in practices with the affiliated Team from time to time in cooperation with the Head Coach of the affiliated Team.

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## **PARENT/GUARDIAN CODE OF CONDUCT AND RESPONSIBILITIES**

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### **11.0 Notices, Approvals and Authorizations**

Any notice given to or approval or authorization granted by a parent/guardian of a player shall be deemed for all purposes to have been given to or granted by all of the parents and/or guardians of such player.

### **11.1 Payment of Fees**

The parents/guardians responsible for each player shall make all payments required of such player on a timely basis in accordance with the rules prescribed for the Team. Failure to make such payments at the time or times prescribed may result in the suspension of the player until such payment is received by the Team or the Club.

### **11.2 Standard of Conduct**

Parents/guardians are expected to conduct themselves in a manner which best exemplifies the standards and values of the Club. This means that parents/guardians must demonstrate respect, courtesy, and civility in all dealings related to their player's involvement in the Club's hockey program, including dealings with:

- The Club and any of its Teams;
- Other parents/guardians of players;
- Opposing teams;
- Game officials; and
- Spectators.

Provocative and inflammatory types of behavior, including the use of profanity, threats, and verbal or physical confrontations will not be tolerated.

### **11.3 Sanction for Misconduct**

The Club reserves the right to discipline any parent/guardian who violates this standard of behavior or whose actions, in the opinion of the Club, denigrate, damage or bring into disrepute the image or reputation of the Club or its Club Executives or its Team Officials. Such discipline may consist of prohibiting such parent/guardian from attending Team functions, practices or games for such period of time as the Club, in its sole and absolute discretion, considers appropriate. Failure to abide by such sanctions may result in the suspension or release of the player for whom such parent/guardian is responsible.

### **11.4 Additional Standards and Sanctions Imposed by the GTHL**

Parents/guardians should also be aware of the standards of behavior and possible sanctions for their breach mandated by the GTHL and contained within Section 13 of the GTHL Rulebook. Pursuant to GTHL Rule 13.3, any player or spectator who causes damages to any arena shall be assessed the expenses related to repairing such damages and/or any fines levied in relation to such actions causing such damages. Failure to remit payment for repair expenses and/or fines when instructed to do so may result in the suspension of privileges to participate in Team activities.

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## **DISPUTE RESOLUTION**

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### **12.0 Protocol and Procedure**

The following process shall apply in the event the Club is requested to resolve a dispute or complaint arising between a parent/guardian of a player and a Team:

- a) The request for such resolution shall be in writing, it shall set out the issue(s) and arguments in reasonable detail and it shall be addressed to the General Manager unless urgency or circumstances require that another Club Executive be contacted
- b) A copy of such request shall be given to the Team Head Coach and/or Team Manager, and the Team shall have five (5) calendar days to deliver its written response to the parent/guardian and the Club, setting out its position in reasonable detail. The Club may extend the time for such response if it believes, acting reasonably, that additional time is needed;
- c) The Club shall review all documentation submitted by both the parent/guardian of the player and the Team. The Club may request additional information from either party to the dispute as is necessary to support the resolution process; any such additional information that is acquired from one party shall be disclosed to the other party involved in the dispute;
- d) The Club, in its sole and absolute discretion, may elect to hold a meeting of all interested parties to facilitate the resolution process. If the Club does elect to hold a meeting, then the parties shall attend such a meeting in person without legal counsel or other representation;
- e) The Club shall issue a statement in writing setting out its decision, including the reason(s) relied upon in reaching its decision, within ten (10) calendar days after its receipt of the Team's response to the request from the parent/guardian of the player as per 11 b) above. The Club's decision shall be final and binding upon all interested parties.

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## APPENDIX 'A'

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### CLUB MANAGEMENT & EXECUTIVES

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#### **Toronto Nationals Hockey Club**

c/o Westwood Arenas  
90 Woodbine Downs Boulevard  
Toronto, ON M9W 5S6  
Telephone (416) 674-7029  
Facsimile (416) 674-7039  
Website [www.torontonationals.ca](http://www.torontonationals.ca)

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#### Club Executives

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**Mr. Nat Rea**

President

**Ms. Lucy Carvalho**

Treasurer &amp; Secretary

**Mr. Garry Punchard**

General Manager

**Mr. Jason Carvalho**

Business Manager

**Mr. Santo Rando**

Ice Manager