**Adopted on 21 February 2013**
**As amended on 26 February 2021**

FOOTBALL NSW

# FOOTBALL NSW GRIEVANCE AND DISCIPLINARY REGULATIONS 2021

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Issued: 26 February 2021

## 1. INTRODUCTION

(a) These Regulations are made under paragraph 5 of the Football NSW By-Laws and came into operation on 21 February 2013. The Executive has the power under the Football NSW By-Laws to amend, delete or add to these Regulations from time to time.

(b) FA has granted Football NSW a mandate to be responsible for the organisation, promotion and regulation of football (including futsal) in the State.

(c) These Regulations are supplementary to the FA Statutes, including but not limited to, the National Disciplinary Regulations, the National Grievance Resolution Regulations and the FA Grievance Procedure By-Law.

(d) For the purposes of these Regulations, a reference to FA in the FA Code of Conduct and the FA Spectator Code of Behaviour will also be a reference to Football NSW.

(e) Where an incident may constitute a breach of these Regulations and a breach of the FA Rules and Regulations (for example, the FA Code of Conduct or the FA National Member Protection Framework), Football NSW may in its absolute discretion determine the appropriate governing document under which to investigate, process, and penalise (if necessary) any matter.

(f) Football NSW reserves the right to deal with any Member in respect of any offences or complaints and other matters not specifically provided for in these Regulations.

(g) In the case of a Regulation being interpreted in two or more different ways, Football NSW reserves the right to determine which interpretation is valid. Any such determination is final and not subject to appeal.

(h) Football NSW may choose to not enforce a term of these Regulations in some cases, in its absolute discretion, without affecting its right to enforce that term in other cases.

(i) If any part of these Regulations is void that part will be severable and will not affect the enforceability of the remaining sections of these Regulations.

(j) In these Regulations, unless the context requires otherwise, capitalised terms will have the meaning set out in Schedule 1: Definitions.

(k) Headings and examples are for convenience only and do not affect interpretation.

(l) In these Regulations:

i. any use of the words “includes” or words such as “for example” or “such as” do not limit anything else that is included in general speech;

ii. “working day”’ means a day when the offices of Football NSW are ordinarily open for business;

iii. any reference to “$” or “dollars” is to Australian dollars;

iv. a reference to a singular includes the plural and vice versa; and

v. a reference to any document is to that document as amended, supplemented, varied or replaced from time to time except to the extent expressly prohibited by that document or these Regulations.

(m) The Schedules form part of these Regulations.

## 2. OBJECTIVES

(a) To ensure that the game of football is played in accordance with the Laws of the Game.

(b) To ensure that the game of football is played competitively and fairly in accordance with the principles of true sportsmanship.

(c) To provide an independent, fair and effective system that sets out procedures for the administration and determination of all Grievances, incidents, disciplinary, dispute and conduct matters involving Members.

(d) To ensure consistency and transparency of approach are evident and present in all aspects of handling all Grievances, incidents, disciplinary, dispute and conduct matters involving Members under these Regulations.

## 3. JURISDICTION

(a) These Regulations will apply exclusively to facilitate the expeditious and fair resolution of:

i. grievances, incidents, disciplinary, dispute and conduct matters in relation to Competitions;

ii. grievances, incidents, disciplinary, dispute and conduct matters in relation to competitions conducted by Football NSW under a mandate from FA or a Member Federation (for example, the National Futsal Championships and the F-League Championships);

iii. Grievances between Members within the State;

iv. disciplinary matters in relation to competitions conducted by Centres and Summer Football Competition Administrators but subject to sections 9.4 and 9.5;

v. appeals against disciplinary decisions of Centre and Summer Football Competition Administrator but only once their respective internal procedures have been exhausted;

vi. any matter the Executive determines, in its absolute discretion, is important to the interests of football in the State, Football NSW or FA; and

vii. appeals from a Member Appeals Committee (once its internal procedures have been exhausted).

(b) Each Member submits exclusively to the jurisdiction of these Regulations and agrees that until it has exhausted the procedures set out in these Regulations, it will not attempt to resolve any Grievances, incidents, disciplinary, dispute and conduct matters by recourse to FA or a court of law.

## 4. AUTHORITY TO ESTABLISH COMMITTEES AND TRIBUNALS

(a) The authority to establish committees and tribunals is vested in the Board of Football NSW pursuant to paragraph 9 of the Football NSW By-Laws.

(b) These Regulations confirm the establishment of the following Bodies:

i. Disciplinary Committee (**DC**);

ii. General Purposes Tribunal (**GPT**); and

iii. Appeals Tribunal.

## 5. MEMBERSHIP OF BODIES

### 5.1 Appointment of Body Members

(a) The Board must appoint the Chairperson(s) and Vice-Chairperson(s) of the General Purposes Tribunal and the Appeals Tribunal.

(b) The Executive may, from time to time, appoint person(s) (other than the Chairperson(s) and Vice-Chairperson(s)) to the General Purposes Tribunal and the Appeals Tribunal.

(c) The Executive may, from time to time, appoint members of the Appeals Tribunal (other than the Chairperson or Vice-Chairperson(s)) to hear matters before the General Purposes Tribunal.

(d) The Executive may, from time to time, appoint person(s) to the Disciplinary Committee.

**5.2 Composition of a Body**

(a) The Disciplinary Committee must comprise a minimum of two (2) and a maximum of three (3) Disciplinary Committee members in order to make a valid decision under section 8 (Disciplinary Committee).

(b) Subject to section 5.2(c) and section 5.2(d), a Tribunal must comprise a minimum of three (3) and a maximum of five (5) Tribunal members (including at least one of either the Chairperson(s) or Vice-Chairperson(s)) in order to make a valid Determination under sections 9 (General Purposes Tribunal) and 10 (Appeals Tribunal).

(c) If a Tribunal member is unexpectedly unable to attend a scheduled hearing, the Tribunal's Determination will only be valid if all of the following conditions are satisfied:

i. the Tribunal comprises two (2) Tribunal members; and

ii. one of those Tribunal members is a Chairperson or Vice-Chairperson of the Tribunal; and

iii. the parties to the hearing (including any Affected Party) consent to the matter proceeding in this manner; and

iv. the Determination is unanimous.

(d) Where the General Purposes Tribunal is dealing with matters disclosed in Match Official Reports only, the General Purposes Tribunal may comprise a minimum of one (1) and a maximum of three (3) General Purposes Tribunal members in order to make a valid Determination. Only where there are three (3) General Purposes Tribunal members hearing a matter must at least one of those members be either the Chairperson or Vice-Chairperson of the General Purposes Tribunal in order to make a valid Determination.

**5.3 Qualification of Body Members**

(a) Each member of a Body must have:

i. the ability to exercise independent judgment; and

ii. the requisite knowledge and/or experience of football, FA Rules and Regulations and the Football NSW Rules and Regulations appropriate for membership of the relevant Body.

(b) The Chairperson(s) and Vice Chairperson(s) of the Appeals Tribunal must be either:

i. a currently admitted or retired legal practitioner who has practiced continuously in New South Wales for at least five (5) years; or

ii. a current or retired judicial officer of a New South Wales court or tribunal.

(c) Except where the Executive otherwise determines, a person must not be appointed to a Body if that person has served in the previous twelve (12) months as, or is currently:

i. a member of the Board of Football NSW;

ii. a member of the executive committee or board of an Association Member or Club;

iii. a president or vice-president of an Association Member, Branch, Regional Association or Club;

iv. a coach of a Club;

v. an operator of a Centre; or

vi. a general manager or chief executive officer of an Association Member or Club.

**5.4 Term**

A member of a Body will be appointed for a term of twelve (12) months unless any such member resigns or is removed pursuant to section 5.5 (Resignation and Removal of Body Members).

### 5.5 Resignation and Removal of Body Members

(a) A member of a Body may resign by providing notice in writing to the Executive.

(b) The Executive may remove a member of a Body (but not a Chairperson) at any time in its absolute discretion.

(c) The Board may remove a Chairperson of a Tribunal at any time provided it has received a written recommendation from the Executive which outlines the reason(s) for the removal and the relevant Chairperson has had an opportunity to respond in writing to such a recommendation.

### 5.6 Code of Conduct for Body Members

Upon appointment by the Executive, a member of a Body agrees to be bound by and to comply with the Football NSW Code of Conduct applicable to members of a Body.

## 6. CORRESPONDENCE, PRESCRIBED FORMS AND MATCH OFFICIAL REPORTS

### 6.1 Correspondence and Prescribed Forms

(a) All correspondence in relation to any matter under these Regulations must be made electronically and directed to the relevant email addresses set out in Schedule 2: Prescribed Forms and Email Addresses.

(b) All prescribed forms can be located on the Football NSW website by clicking here.

### 6.2 Match Official Reports

(a) In order to ensure Football NSW provides an efficient service to Members under these Regulations, Match Officials must submit their Match Official Reports to Football NSW (matchreports@footballnsw.com.au) as soon as possible, **but no later than twenty four (24) hours after the completion of the relevant Match**. No Determination of Football NSW or a Body will be quashed or held invalid by reason only of the failure of any Match Official(s) to comply with this section 6.2(a).

(b) Failure to comply with the requirement set out in section 6.2(a) may result in the Match Official being demoted or suspended for one (1) or more Matches, in the absolute discretion of Football NSW.

(c) Match Official Reports must set out the following:

i. any Red Card Offences and/or Expulsion Offences issued during the Match including the categorisation of Offences (set out in a **Match Official Send–Off/Expulsion Report**) (**Prescribed Form 02 -** click here); and

ii. any serious incidents which took place (set out in a **Match Official Incident Report**) (**Prescribed Form 03 -** click here);

(d) Match Official Incident Reports should include details concerning any misbehaviour on the part of Spectators, Team Officials and Club Officials.

(e) For the avoidance of doubt, Football NSW and a Body is not bound by the categorisation of any Offence by a Match Official.

(f) In order to ensure Football NSW provides a fair and transparent system to Members under these Regulations and to assist the Bodies in arriving at their decisions, in completing Match Official Reports, Match Officials **must**:

i. complete their Match Official Report independent of any other Match Officials involved in the Match and of any potential witnesses;

ii. as far as reasonably possible, clearly state what they actually saw and/or heard in relation to the incident(s) and clearly distinguish that from what others told them occurred;

iii. as far as reasonably possible, in respect of words spoken by a Participant, record those in the first person using the words actually spoken; and

iv. as far as reasonably possible, state how they identified the Participant.

(g) A Match Official may seek assistance from a member of a Referees Body in completing a Match Official Report provided that member was not a Match Official involved in the Match and is not otherwise a witness to the incident(s) the subject of the Match Official Report.

(h) Football NSW may, within a reasonable period of time following receipt of any Match Official Send-Off/Expulsion Report and/or Match Official Incident Report, provide a copy of same to the Participant's Club (or to the Club, if the Offence was allegedly committed by a Club). The purpose of doing so is to:

i. require the Club to submit to Football NSW the details of any Participant (including full name and FA ID number) referred to but not identified in the Match Official Report, to the extent that the Club is reasonably able to do so;

ii. where the Club believes that the person identified in the Match Official Incident Report is not the offender, provide the Club with the opportunity to advise Football NSW the details of the Participant; or

iii. require the Club to provide any information requested by Football NSW in relation to an investigation pursuant to section 9.2 (Charges of Misconduct and Disrepute).

(i) Any Club in receipt of a Match Official Incident Report pursuant to section 6.2(h) must provide any information requested or advise the details of the offender, as the case may be, to Football NSW by 4.00pm on the next working day after issuance of the Match Official Incident Report to the Club by Football NSW, or such later time as notified by Football NSW.

(j) Any Club that fails to comply with section 6.2(i), will be deemed to have committed Misconduct (section 16.4) and the Executive may, in its absolute discretion, take any relevant action against the Club pursuant to section 9.2 (Charges of Misconduct and Disrepute).

## 7. RED CARD OFFENCES

### 7.1 Jurisdiction

(a) Football NSW has jurisdiction to:

i. issue Suspensions in respect of Red Card Offences (section 7.2); and

ii. adjudicate on any challenge to the attribution of a Yellow Card or Red Card on a team sheet or to a Suspension resulting from a Match Official Send-Off/Expulsion Report on the basis of mistaken identity (section 7.3).

iii. The Executive has jurisdiction to adjudicate on any claims of Obvious Error (section 7.6)

### 7.2 Determination

(a) Subject to section 7.2(b) and section 9.2 (Charges of Misconduct and Disrepute), Football NSW must, within a reasonable time following the completion of a Match, review any Match Official Send-Off/Expulsion Report disclosing a Red Card Offence, the Participant's Disciplinary History and any other material Football NSW determines, in its absolute discretion, is relevant to the matter.

(b) Where any Match Official Send-Off/Expulsion Report discloses a Red Card Offence which carries a Minimum Suspension of twelve (12) months or greater, or the Executive determines that, in its absolute discretion, the Red Card Offence should not be dealt with in accordance with this section 7, the matter must be dealt with by the Executive in accordance with section 9.2 (Charges of Misconduct and Disrepute).

(c) Football NSW must determine Suspensions based on the material referred to in section 7.2(a) and by applying the Range at the Table of Offences as set out in Schedule 3. For the avoidance of doubt, Football NSW must not impose Suspensions below the applicable Minimum Suspension.

(d) Football NSW must, as soon as is practicable, set out any Suspension in a Notice of Suspension and issue same to the Participant's Club. That Club must, as soon as is practicable, advise the Participant of the Suspension and provide the Participant with a copy of the Notice of Suspension. Failure by the Club to do so is deemed to be a breach of these Regulations and will result in a $250 fine against the Club.

(e) A Participant may only challenge a Suspension issued in accordance with this section 7.2 on the following bases:

i. in accordance with section 7.3 (Challenge on the basis of mistaken identity on a team sheet or in a Match Official Send-Off/Expulsion Report); or

ii. in accordance with section 8.2 (Challenging a Notice of Suspension).

(f) Unless otherwise specified in these Regulations, the imposition of a Suspension in accordance with this section 7.2 has immediate effect.

(g) All such Suspensions remain in force unless reversed by a Body and a Participant must continue to serve any Suspension until the Suspension is served in full.

(h) Where a Participant has a right of challenge or appeal pursuant to sections 7.3, 8.2 and/or 8.3, that challenge or appeal may be brought by the Participant's Club on the Participant's behalf and any obligations imposed on a Participant in terms of compliance with those sections apply equally to the Participant's Club.

(i) Subject to any legal requirements, any Suspension issued in accordance with this section 7.2 may be published on the Football NSW website, the Football NSW online competition management software system and/or the National Online Registration System.

**7.3 Challenge on the basis of mistaken identity on a team sheet or in a Match Official Send-Off/Expulsion Report**

(a) At the end of a Match, the relevant Team Official **must** sign the team sheet confirming that all details on the team sheet, including the attribution of Yellow Cards and Red Cards, are correct.

(b) If the Team Official believes that a Participant has been mistakenly identified on the team sheet by a Match Official as having received a Yellow Card or Red Card, the Team Official must indicate same on the team sheet prior to signing it. Failure to do so will result in a $250 fine against the Club.

(c) Unless there are exceptional circumstances (to be determined by the Executive in its absolute discretion), if a Team Official has failed to comply with the requirement set out in section 7.3(b), a Member **cannot** challenge the attribution of a Yellow Card or Red Card on a team sheet or a Suspension resulting from a Match Official Send-Off/Expulsion Report on the basis of mistaken identity.

(d) If a Participant believes that they have been mistakenly identified on the team sheet by a Match Official as having received a Yellow Card or Red Card or have been mistakenly identified in a Match Official Send-Off/Expulsion Report, the Participant (or their Club) **must** notify Football NSW by submitting the following:

**WHAT:**

COMPULSORY: a signed written statement by the Participant who was reported by the Match Official in any team sheet or Match Official Send-Off/Expulsion Report stating that they were not responsible for the offence and identifying, to the best of their knowledge, the name of the Participant responsible (**Prescribed Form 04 -** click here ); **AND**

Pay to Football NSW the fine referred to in section 7.3(b) (if applicable);

OPTION 1: a signed written statement by the Participant who was responsible for the offence (**Prescribed Form 05 -** click here); **OR**

OPTION 2: a signed written statement from the Participant's Club identifying, to the best of its knowledge, the name of the Participant who was responsible for the offence (**Prescribed Form 06 -** click here).

OPTIONAL: any other evidence which may support the claim for mistaken identity including, but not limited to, any video or photo evidence.

**WHEN:**

By 4.00pm the next working day following the completion of the Match.

**HOW:**

Email a signed **Prescribed Form 04** (compulsory) and **Prescribed 05** or **Prescribed Form 06** to tribunal@footballnsw.com.au.

(e) Members should note that the time limit set out above is strict. Unless there are exceptional circumstances (to be determined by the Executive in its absolute discretion), if a Member fails to comply with the requirements prescribed under section 7.3(d) by the time specified therein, the Participant identified on the team sheet or in the Match Official Send-Off/Expulsion Report is deemed to have been responsible for the Offence and may, subject to the Executive's consideration of the matter, be issued with a Notice of Suspension. Further, that Participant is deemed to have waived their right to challenge under this section 7.3.

(f) After considering the written statements and any other evidence provided, Football NSW will decide whether the claim for mistaken identity should be rejected or upheld.

(g) If Football NSW rejects a claim for mistaken identity and:

i. a Notice of Suspension in relation to the matter has already been issued to the Participant, the original decision set out in the Notice of Suspension continues to apply; or

ii. a Notice of Suspension in relation to the matter has **not** already been issued to the Participant, Football NSW will determine the Suspension, and issue a Notice of Suspension to the Participant's Club, pursuant to section 7.2 (Determination).

(h) If Football NSW upholds a mistaken identity claim, the Yellow Card or Red Card issued to the original Participant will be expunged and the Notice of Suspension issued (if any) will be rescinded by Football NSW.

(i) If Football NSW upholds a mistaken identity claim in respect of a Red Card and makes a finding in respect of the identity of the actual offender, Football NSW must determine or re-determine the matter, as the case may be, as if it were dealing with a fresh matter, pursuant to section 7.2 (Determination).

(j) If Football NSW upholds a mistaken identity claim in respect of a Yellow Card and makes a finding in respect of the identity of the actual offender, the Yellow Card will be attributed to the actual offender who will be required to serve the Suspension (if any) that is triggered as a result of receiving such Yellow Card (including, for example, any Suspension arising from the accumulation of Yellow Cards or the MMS for being issued with an R7 Red Card). For the avoidance of doubt, if, as a result of the application of this section 7.3(j), such Yellow Card would have been the actual offender's first of two Yellow Cards, or second of two Yellow Cards, in a Match, the actual offender is deemed to have received an R7 Red Card in the Match and must serve the applicable MMS in accordance with section 15.

*Example:*

*In the 30th minute of a match, Player #9 for Club A commits a Y2 Yellow Card offence and the Match Official correctly attributes that offence to Player #9 in his/her book and later, on the team sheet. In the 70th minute of the same match, Player #9 for Club A commits a Y3 Yellow Card offence. However, the Match Official incorrectly attributes that offence to Player #11 for Club A in his book and later, on the team sheet. This mistake is brought to the attention of Football NSW and, after*

*reviewing, for example, a supplementary statement from the Match Official, video footage of the offences and/or statements from the players involved, Football NSW accepts that the second Yellow Card should have been attributed to Player #9. Consequently, the Yellow Card attributed to Player #11 is expunged from Player #11's record and is attributed to Player #9. As it is Player #9's second Yellow Card for the match, Player #9 is deemed to have been issued an R7 Red Card in the match, he/she must serve the applicable MMS of one Fixture and his record will reflect the fact he was issued with an R7 Red Card.*

(k) Football NSW must, as soon as is practicable, issue its determination in writing to the Participant's Club and, if applicable, set out the Suspension imposed on the actual offender in a Notice of Suspension and issue same to that Participant's Club. That Club must, as soon as is practicable, advise the Participant of the Suspension and provide the Participant with a copy of the Notice of Suspension. Failure by the Club to do so will result in a $250 fine against the Club.

(l) The process set out in sections 7.3(f) to 7.3(k) is to apply equally where the claim for mistaken identity is advised to Football NSW by a Match Official, by the opposition Club, or where it is instigated by Football NSW itself.

**7.4 Appealing a decision in respect of a challenge (mistaken identity)**

(a) Subject to section 10 (Appeals Tribunal), the decision to reject a challenge brought in accordance with section 7.3 (Challenging a decision on the basis of mistaken identity in a Match Official Send-Off/Expulsion Report) may be appealed to the Appeals Tribunal.

(b) The right of appeal under this section 7.4 is limited to the Participant who brought the challenge in accordance with section 7.3(d).

(c) If a Participant wants to appeal to the Appeals Tribunal pursuant to this section 7.4, the Participant must, within seven (7) working days of the issuance of Football NSW's decision:

i. pay to Football NSW the relevant Application Fee (as per Schedule 4: Application Fees);

ii. submit to Football NSW a completed and signed Notice of Appeal – Challenge on the basis of mistaken identity (**Prescribed Form 07** – click here);

iii. submit to Football NSW all supporting material, including any additional evidence; and

iv. submit to Football NSW any written submissions the Participant intends to rely on.

(d) Participants should note that the time limits set out above are strict. Unless there are exceptional circumstances (to be determined by the Executive in its absolute discretion), if Football NSW does not receive the material **and** the Application Fee prescribed under section 7.4 by the time specified therein, the Participant is deemed to have waived their right to appeal the decision to the Appeals Tribunal.

**7.5 Contempt against Football NSW**

(a) If the Executive considers that:

i. a challenge pursuant to section 7.3 (Challenging a decision on the basis of mistaken identity in a Match Official Send-Off/Expulsion Report) had no prospects of success and amounted to an abuse of process; and/or

ii. a Participant submitted to Football NSW a Prescribed Form, evidence of any kind, a written statement or submission that the Participant knew or ought reasonably to have suspected to be untrue (wholly or in part) or that was intended to deliberately mislead the Executive,

the Executive may investigate the matter and take any relevant action pursuant to section 9.2 (Charges of Misconduct and Disrepute).

**7.6 Obvious Error in Decision of Match Official**

(a) This section 7.6 applies only to 1st grade Matches in the Football NSW NPL 1 Men's, NPL 2 Men's, NPL 3 Men's and to NPL 4 Men's Competitions and to 1st grade Matches in the Football NSW NPL 1 Women's and NPL 2 Women's Competitions.

(b) Where there is sufficient Evidence that leads Football NSW to believe, in its sole and absolute discretion, that an Obvious Error (within the meaning of section 7.6(d)) may have been made by a Match Official in a Match, then Football NSW will refer the incident to the Executive for determination.

(c) Evidence, for the purposes of these Regulations, means video and/or audio evidence and the relevant Match Official Reports but excludes any other written statements, photos and stills.

(d) An Obvious Error, for the purpose of these Regulations means a decision by a Match Official to:

i. issue a Direct Red Card when no card was warranted; or

ii. expel a Team Official when no expulsion was warranted,

being a decision that no reasonable Match Official, in the possession of all the facts, including the verifiable Evidence relied upon by Football NSW in section 7.6(b), could reasonably have made.

(e) If, after referral, the Executive determines that an Obvious Error has been made, Football NSW will make a determination that:

i. in the case of a Player, the Player is not required to serve the Mandatory Match Suspension and the Red Card is expunged from the Player's Disciplinary History; or

ii. in the case of a Team Official, the Team Official is not required to serve the Mandatory Match Suspension.

(f) If, after referral, the Executive determines that no Obvious Error has been made, Football NSW will make a determination that the Match Official's original decision will stand and Football NSW will then determine a Suspension and issue a Notice of Suspension to the Participant's Club in accordance with section 7.2 (Determination). For the avoidance of doubt, in this case, the Participant remains entitled to challenge any Notice of Suspension pursuant to section 8.2 (Challenging a Notice of Suspension) but neither the Red Card nor the Mandatory Match Suspension may be expunged by the Disciplinary Committee.

(g) If Football NSW determines not to refer a decision by a Match Official to the Executive under section 7.6(b), the Match Official's original decision will stand and Football NSW will then determine a Suspension and issue a Notice of Suspension to the Participant's Club in accordance with section 7.2 (Determination). For the avoidance of doubt, in this case, the Participant remains entitled to challenge any Notice of Suspension issued in relation to the decision by the Match Official pursuant to section 8.2 (Challenging a Notice of Suspension) but neither the Red Card nor the Mandatory Match Suspension may be expunged by the Disciplinary Committee.

(h) For the avoidance of doubt, there is no right of appeal or other review of any determination made pursuant to this section 7.6.

## 8. DISCIPLINARY COMMITTEE

**8.1 Jurisdiction**

(a) The Disciplinary Committee has jurisdiction to adjudicate on any challenge to a Suspension issued in respect of a Red Card Offence pursuant to section 7.2.

**8.2 Challenging a Notice of Suspension (Red Card Offence)**

(a) Members acknowledge that a Match Official's decision to issue a Red Card **cannot** be reviewed by Football NSW or by a Body and, except in the case of mistaken identity or Obvious Error, a Red Card and a Mandatory Match Suspension **cannot** be expunged.

(b) A Player who has received a Notice of Suspension in respect of a Red Card Offence (other than in respect of R4, R5 or R7, or in circumstances where the Suspension is equal to the Mandatory Match Suspension) may choose to challenge the Suspension in accordance with this section 8.2.

(c) A challenge pursuant to this section 8.2 is to be dealt with by the Disciplinary Committee.

(d) The Disciplinary Committee must **not** expunge a Red Card.

(e) The Disciplinary Committee must **not** expunge a Mandatory Match Suspension.

(f) In dealing with a challenge under this section 8.2, subject to this section 8.2(f), the Disciplinary Committee will have no power to remove a Red Card, a Mandatory Match Suspension or reduce a Minimum Suspension but may:

i. make a finding that the Offence has not been proven, in which case it may remove any Additional Suspension that may have been imposed; or

ii. make a finding that the Offence has been proven, in which case the Disciplinary Committee may, in its discretion, increase the Additional Suspension or decrease the Additional Suspension (but not below the applicable Minimum Suspension); or

iii. make a finding that the Player is guilty of a different Offence, or the same Offence but at a different grading, in which case the applicable Minimum Suspension (at least) must be applied and, if the Disciplinary Committee, in its absolute discretion, sees fit, it may impose any Additional Suspension.

(g) Subject to section 8.2(h), when determining a challenge in accordance with section 8.2(f), the Disciplinary Committee may consider:

i. the nature and severity of the Offence, including whether it was intentional, negligent or reckless;
ii. the nature and severity of any injuries suffered by the victim(s) of the Offence;
iii. the Player's past record and whether or not this is a repeated Offence;
iv. the remorse of the Player; and
v. any extenuating circumstances relevant to the commission of the Offence (excluding any disciplinary decision taken or failure to take a disciplinary decision by a Match Official during the Match which is specifically excluded pursuant to section 8.2(h)v).

For the avoidance of doubt, the Disciplinary Committee may only consider the factors set out in this section 8.2(g) on the issue of severity of the Suspension, but the factors set out in sections 8.2(g)i. and 8.2(g)ii. may also be considered in relation to the elements of the Offence.

(h) When determining a challenge in accordance with section 8.2(f), the Disciplinary Committee must **not** take into account the following circumstances:

i. the significance or importance to the Player or their Club of the Match in which the Offence was committed;

ii. the significance or importance of any Match, Fixture or tournament in which the Player will be ineligible to participate because of the imposition of a Suspension imposed within the range in Schedule 3: Table of Offences;

iii. the point in the Match at which the Offence was committed;

iv. the conduct, including actions, words or gestures of any Participant or Spectator during or related to the Match; and

v. any disciplinary decision taken or failure to take a disciplinary decision by a Match Official during the Match.

(i) If the identity of the Participant is at issue, prior to bringing a challenge under this section 8.2, the Participant must first challenge the Match Official Send-Off/Expulsion Report or the Notice of

Suspension, as the case may be, in accordance with section 7.3 (Challenge on the basis of mistaken identity on a team sheet or in a Match Official Send-Off/Expulsion Report).

(j) If a Participant wishes to lodge a challenge to a Suspension under this section 8.2, the Participant **must** notify Football NSW by submitting the following:

**WHAT:**

COMPULSORY: a signed written statement by the Participant (or their Club) setting out the grounds upon which they rely. In the interests of efficiency, that statement must not exceed two (2) A4 pages of normally sized and spaced text. Failure to comply with this requirement will result in the statement not being considered by the Disciplinary Committee (**Prescribed Form 08** - click here); **AND**

Pay to Football NSW the relevant Application Fee (as per Schedule 4: Application Fees); **AND**

OPTION 1: video or photo evidence; **AND/OR**

OPTION 2: signed written statements from relevant witnesses.

**WHEN:**

By 4.00pm on the second (2nd) working day after the issuance of a Notice of Suspension by Football NSW.

**HOW:**

Email a signed **Prescribed Form 08** to tribunal@footballnsw.com.au

(k) Participants should note that the time limit set out above is strict. Unless there are exceptional circumstances (to be determined by the Executive in its absolute discretion), if a Participant fails to comply with the requirements prescribed under section 8.2(j), including payment of the Application Fee, by the time specified therein, the Participant is deemed to have accepted the Suspension and waived their right to challenge the Suspension under this section 8.2.

(l) Football NSW reserves the right to file written submissions in reply to the material filed by the Participant (or their Club).

(m) The Disciplinary Committee may in its absolute discretion request additional information from Football NSW or the Participant prior to making a decision.

(n) After considering the evidence, the Disciplinary Committee will decide whether the challenge is to be rejected or is successful. The Disciplinary Committee is not obliged to give reasons for any decision it makes and the identity of Disciplinary Committee members who determined the challenge will not be disclosed by Football NSW.

(o) The Disciplinary Committee must notify Football NSW of its decision within a reasonable time following referral from Football NSW.

(p) Upon receipt of the Disciplinary Committee's determination, Football NSW must, as soon as is practicable, notify in writing the Participant's Club and, if applicable, set out the revised Suspension in a Notice of Suspension and issue same to the Participant's Club. That Club must, as soon as is practicable, advise the Participant of the Disciplinary Committee's determination and, if applicable, provide the Participant with a copy of the Notice of Suspension. Failure by the Club to do so is deemed to be a breach of these Regulations and will result in a $250 fine against the Club.

**8.3 Appealing a decision of the Disciplinary Committee (Red Card Offence)**

(a) Subject to section 10 (Appeals Tribunal), the decision to reject, in part or in full, a challenge brought in accordance with section 8.2 (Challenging a Notice of Suspension) may be appealed to the Appeals Tribunal.

(b) The right of appeal under this section 8.3 is limited to:

i. Football NSW; and

ii. the Participant who challenged the Notice of Suspension in accordance with section 8.2.

(c) If a Participant wants to appeal to the Appeals Tribunal pursuant to this section 8.3, the Participant must, within seven (7) working days of the issuance of the decision of the Disciplinary Committee to the Club by Football NSW:

i. pay to Football NSW the relevant Application Fee (as per Schedule 4: Application Fees);

ii. submit to Football NSW a completed and signed Notice of Appeal - Decision of the Disciplinary Committee (Red Card Offence) (**Prescribed Form 09** – click here);

iii. submit to Football NSW all supporting material, including any additional evidence; and

iv. submit to Football NSW any written submissions the Participant intends to rely on.

(d) Participants should note that the time limit set out above is strict. Unless there are exceptional circumstances (to be determined by the Executive in its absolute discretion), if Football NSW does not receive the material **and** the Application Fee prescribed under section 8.3(c) by the time specified therein, the Participant is deemed to have waived their right to appeal the decision of the Disciplinary Committee to the Appeals Tribunal.

### 8.4 Contempt against the Disciplinary Committee

(a) If the Disciplinary Committee considers that:

i. a challenge pursuant to section 8.2 (Challenging a notice of suspension) had no prospects of success and amounted to an abuse of process; and/or

ii. a Participant submitted to the Disciplinary Committee a Prescribed Form, evidence of any kind, a written statement or submission that the Participant knew or ought reasonably to have suspected to be untrue (wholly or in part) or that was intended to deliberately mislead the Disciplinary Committee,

the Disciplinary Committee may refer the matter to the Executive which may investigate the matter and take any relevant action pursuant to section 9.2 (Charges of Misconduct and Disrepute).

## 9. GENERAL PURPOSES TRIBUNAL

### 9.1 Jurisdiction

(a) The General Purposes Tribunal has jurisdiction to hear and determine:

i. charges of Misconduct and Disrepute and Offences disclosed in Match Official Reports (section 9.2);

ii. Grievances between Members (section 9.3);

iii. disciplinary matters in relation to competitions conducted by Centres or Summer Football Competition Administrators where the Executive determines, in its absolute discretion, that the matter has not been appropriately dealt with by the Centre or the Summer Football Administrator (as the case may be) (section 9.4);

iv. appeals against disciplinary decisions of Centre and Summer Football Competition Administrator but only once their respective internal procedures have been exhausted (section 9.5); and

v. any other matter which the Executive determines, in its absolute discretion, is important to the interests of football in the State (section 9.6).

(b) Where applicable, the relevant Application Fees for matters referred to in section 9.1 (a) are set out in Schedule 4: Application Fees.

**9.2 Charges of Misconduct and Disrepute**

(a) The Board or the Executive may investigate any matter which in its opinion is relevant to whether or not a charge of Misconduct or Disrepute ought to be laid. Such investigation may be initiated on the basis of a written report or complaint of a Member, a Match Official Report, or on the basis of any other evidence which in the opinion of the Board or the Executive, is credible.

(b) Such investigation may be carried out by the Board or the Executive as it sees fit and Members are required to cooperate fully with Football NSW in the conduct of that investigation and must do so within the timeframe specified in any correspondence issued by Football NSW. A Member agrees that any information provided to Football NSW may be used as evidence in bringing a charge under this section 9.2 and may be provided to any party so charged.

(c) A Member who fails to comply with section 9.2(b) will be deemed to have committed Misconduct (section 16.4) and the Executive may, in its absolute discretion, take any relevant action against the Member pursuant to this section 9.2.

(d) At any time, the Board or the Executive may determine whether:

i. a Notice of Charge is to be issued in respect of the matter; or

ii. the matter is to be dealt with in any other manner,

and such determination will be at the absolute discretion of the Board or the Executive and not be capable of review.

(e) A Member issued with a Notice of Charge by Football NSW may either:

i. ***accept*** the charge(s) and the penalties imposed by submitting to Football NSW a completed and signed Notice of Response (**Prescribed Form 10** – click here); or

ii. ***refer*** the charge(s) to the General Purposes Tribunal for hearing in accordance with section 9.2(g).

The Executive may also refer the Notice of Charge to the General Purposes Tribunal in its absolute discretion at any time (in which case, the Member will not be required to pay an Application Fee).

(f) Where a Member ***accepts*** a Notice of Charge in accordance with section 9.2(e)i., the following applies:

i. the penalties set out in the Notice of Charge will be applied;

ii. a Determination will be issued to the Member; and

iii. the Member forfeits their right of Appeal.

(g) If a Member wants to ***refer*** a Notice of Charge to the General Purposes Tribunal for hearing in accordance with section 9.2(e)ii., the Participant must, by the date and time specified in the Notice of Charge:

i. pay to Football NSW the relevant Application Fee (as per Schedule 4: Application Fees);

ii. submit to Football NSW a completed and signed Notice of Response (**Prescribed Form 10** – click here);

iii. submit to Football NSW all supporting material, including any additional evidence; and

iv. submit to Football NSW any written submissions the Member intends to rely on.

(h) In the Notice of Response, the Member must:

i. indicate whether the Member pleads **not guilty** to the Offence(s); or

ii. indicate whether the Member pleads **guilty** to the Offence(s) but disputes the penalties proposed; and

iii. advise the names of any witnesses attending the hearing and attach written statements from those witnesses; and

iv. indicate whether the Member will be represented by a lawyer and/or accompanied by a support person (if relevant).

(i) A Member who pleads guilty in a Notice of Response may be eligible for leniency by a Tribunal in respect of the penalty imposed but not below the applicable Minimum Sanction/Suspension.

(j) Where a Participant the subject of a Match Official Send-Off/Expulsion Report is also the subject of a Match Official Incident Report or some other complaint arising out of or in relation to the same Match, the Executive may (in its absolute discretion) deal with all related matters in accordance with this section 9.2.

(k) Members should note that time limits are strict. Unless there are exceptional circumstances (to be determined by the Executive in its absolute discretion), if the Member fails to:

i. ***accept*** a Notice of Charge in accordance with section 9.2(e)i.; or

ii. ***refer*** a Notice of Charge in accordance with the requirements prescribed under section 9.2(g) including payment of the Application Fee,

by the time specified in the Notice of Charge, the Member is deemed to have accepted the Notice of Charge and the following applies:

iii. the penalties set out in the Notice of Charge will be applied; and

iv. the Member forfeits their right to Appeal.

**9.3 Grievances**

(a) Football NSW will only accept a Grievance if sections 9.3(c) and 9.3(d) have been satisfied. In addition to this, a Member cannot refer a Grievance to Football NSW if the subject matter has been, or would ordinarily be, dealt with by Football NSW under section 9.2 (Charges of Misconduct and Disrepute) or section 10.6 (Appeals against a decision of a Member Appeals Committee) or where Football NSW has declined to hear the matter due to jurisdictional issues.

(b) The Executive may dismiss any Grievance it determines, in its absolute discretion, to be a Vexatious Claim.

(c) Except in the case of Grievance relating to the purported deregistration of a Player, before referring any Grievance to Football NSW, a Member making a Claim (**Claimant**) or a Complaint (**Complainant**) must write to the other Member involved in the subject matter of the Grievance (**Respondent**) with details of the Grievance (including any material or evidence relied on by the Member in respect of the Grievance) allowing the Respondent at least seven (7) working days to respond. The Respondent's reply must include reasons for any disagreement with the details of the Grievance.

(d) If a response is not received within seven (7) working days of the notice from the Claimant or Complainant referred to in section 9.3(c) or the Grievance is not otherwise resolved, the Claimant or Complainant may, in writing, refer the Grievance to Football NSW in accordance with section 9.3(e).

(e) Except in the case of a contractual dispute arising from a Player's professional contract, which is to be dealt with in accordance with the FA Statutes (or in accordance with section 9.4 if the FA Statutes do not apply), in order to refer a Grievance to Football NSW, a Claimant or Complainant must submit a Grievance Form (**Prescribed Form 11** - click here) and any evidence and/or written submissions it intends to rely on to tribunal@footballnsw.com.au (along with four (4) hard copies to Football NSW) together with the Application Fee (as per Schedule 4: Application Fees) within fourteen (14) working days after the dispatch of the notice referred to in section 9.3(c).

(f) In the first instance, a Grievance will be dealt with by mediation pursuant to section 12 (Mediation) unless the Executive determines, in its absolute discretion, that a Grievance should be referred immediately to the General Purposes Tribunal for determination.

(g) Members should note that the time limits set out above are strict. Unless there are exceptional circumstances (to be determined by the Executive, in its absolute discretion), if Football NSW does not receive a completed and signed Grievance Form, any evidence and/or written submissions the Member intends to rely on **and** the relevant Application Fee by the time specified in section 9.3(e) then the Member has waived its right to file a Grievance with Football NSW.

(h) Notwithstanding anything to the contrary in this section 9.3, any Grievance that relates to a matter that occurred at Member level or below must exhaust the grievance/disciplinary procedures of the Club, in the first instance (if relevant), and of the Member. Once those grievance/disciplinary procedures have been fully exhausted, the Member may only appeal the matter pursuant to section 10.6 (Appeals against a decision of a Member Appeals Committee) and subject to section 10.3 (Grounds of Appeal).

**9.4 Referral of Centre and Summer Football Competition Administrator Matters**

(a) The Executive may refer to the General Purposes Tribunal for determination any disciplinary matter in relation to competitions conducted by Centres or Summer Football Competition Administrators where the Executive determines, in its absolute discretion, that the matter has not been appropriately dealt with by the Centre or the Summer Football Competition Administrator (as the case may be) and that it is important to the interests of football in the State, Football NSW or FA to do so.

(b) For the avoidance of doubt, any decision of the Executive that a matter has not been appropriately dealt with by a Centre or a Summer Football Competition Administrator and that it is important to the interests of football in the State, Football NSW or FA is final and may not be challenged before a Body.

**9.5 Appealing a decision of Centre or Summer Football Competition Administrator**

(a) A disciplinary decision of a Centre or Summer Football Competition Administrator may be appealed to the General Purposes Tribunal but only once their respective internal procedures have been exhausted and subject to section 9.5(f).

(b) Only the Member the subject of the disciplinary decision referred to in section 9.5(a) (i.e. the offender) and Football NSW have standing to appeal matters under this section 9.5. The Executive will only appeal a matter under this section 9.5 if it determines, in its absolute discretion, that the matter is important to the interests of football in the State, Football NSW or FA. For the avoidance of doubt, any decision of the Executive that a matter is important to the interests of football in the State, Football NSW or FA is final and may not be challenged before a Body.

(c) If a Member wants to appeal a disciplinary decision of a Centre or Summer Football Competition Administrator to the General Purposes Tribunal, it must, within seven (7) working days of the issuance of the written decision by the Centre or the Summer Football Competition Administrator:

i. pay to Football NSW the relevant Application Fee (as per Schedule 4: Application Fees);

ii. subject to section 13.25, pay any award or fine the subject of that decision, to the Centre or to the Summer Football Competition Administrator, as the case may be;

iii. submit to Football NSW a completed and signed Notice of Appeal of a Decision of a Centre or Summer Football Competition Administrator (**Prescribed Form 15** - click here);

iv. submit to Football NSW all supporting material, including any additional evidence; and submit to Football NSW any written submissions the Member intends to rely on.

(d) Where the documents to be provided under section 9.5(c) exceed fifty (50) pages in total, the Member must deliver to the offices of Football NSW four (4) hard copies of those documents by the date prescribed therein.

(e) Members should note that the time limits set out above are strict. Unless there are exceptional circumstances (to be determined by the Executive, in its absolute discretion), if Football NSW does not receive the documentation and payments prescribed under sections 9.5(c) and 9.5(d) by the time specified in section 9.5(c), the Member is deemed to have waived its right to appeal the decision of the Centre or Summer Football Competition Administrator.

(f) Sections 10.3 (Grounds of Appeal) and 10.4 (Decisions of the Appeals Tribunal) apply to appeals brought pursuant to this section 9.5 except that references to "Body" in sections 10.3 and 10.4 are to be taken to be references to the decision maker being appealed and references to "Appeals Tribunal" in sections 10.3 and 10.4 are to be taken as references to the General Purposes Tribunal.

(g) Any Determination by the General Purposes Tribunal in respect of an appeal brought pursuant to this section 9.5 will be final and binding on the parties to the appeal and no person may institute or maintain proceedings in the Appeals Tribunal, any court of law or other tribunal in relation to such Determination.

**9.6 Matters of Importance**

The Executive, in its absolute discretion, may refer any matter it determines, in its absolute discretion, to be important to the interests of football in the State, Football NSW or FA to the General Purposes Tribunal for determination. For the avoidance of doubt, such matters include (but are not limited to) those involving Members involved in football or futsal at any level in the State. For the further avoidance of doubt, any decision of the Executive that a matter is important to the interests of football in the State, Football NSW or FA is final and may not be challenged before a Body.

**9.7 Decisions of the General Purposes Tribunal**

(a) A General Purposes Tribunal Determination will be in accordance with the majority opinion of the General Purposes Tribunal members hearing a matter.

(b) The types of decisions that the General Purposes Tribunal may issue are set out in Schedule 3: Table of Offences, Table D: Sanction Imposed by a Tribunal and may include (but are not limited to) a finding, directive, Suspension, ban, fine or such other action as reasonably determined by the General Purposes Tribunal.

(c) Subject to section 13.12, the sanction imposed by the General Purposes Tribunal in respect of an Offence must not be below the applicable Minimum Sanction or Suspension and may only be greater than the applicable Maximum Suspension in Exceptional Circumstances which must be detailed in the Determination.

(d) Any decision issued under this section 9.7 may be combined, however, the serving of a Time Suspension issued to a Member must precede the serving of a Fixture Suspension issued to that Member.

(e) Any failure to comply with a Determination of the General Purposes Tribunal is deemed to be contempt of a Tribunal and may be sanctioned pursuant to section 13.18 (Contempt against a Tribunal).

(f) The General Purposes Tribunal is not obliged to give reasons for any decision it makes.

(g) The General Purposes Tribunal will use its reasonable endeavours to issue a short written summary of its Determination (**Preliminary Determination**) within two (2) working days of the completion of any hearing.

(h) Notwithstanding section 9.7(f), the General Purposes Tribunal may, in its absolute discretion, issue a full written Determination, with reasons for decision (**Final Determination**). The General Purposes Tribunal's decision in respect of whether it will issue a Final Determination must be communicated to Football NSW at the time of issuing the Preliminary Determination. If the General Purposes Tribunal has indicated it will issue a Final Determination, it will use its reasonable endeavours to issue a Final Determination within fourteen (14) working days of the completion of the hearing.

(i) Unless otherwise specified in these Regulations or by the General Purposes Tribunal in a Determination, the imposition of a sanction has immediate effect.

(j) All Determinations of the General Purposes Tribunal remain in force unless and until reversed by the Appeals Tribunal.

**9.8 Appealing a decision of the General Purposes Tribunal**

(a) Subject to section 10 (Appeals Tribunal), a Determination of the General Purposes Tribunal may be appealed to the Appeals Tribunal.

(b) If a Member wants to appeal a Determination of the General Purposes Tribunal to the Appeals Tribunal, it must, within seven (7) working days of the issuance of the Preliminary Determination by Football NSW (or the Final Determination, where the General Purposes Tribunal has indicted one will be issued):

i. pay to Football NSW the relevant Application Fee (as per Schedule 4: Application Fees);

ii. subject to section 13.25, pay any award or fine the subject of that Preliminary Determination or Final Determination, as the case may be, to Football NSW;

iii. submit to Football NSW a completed and signed Notice of Appeal of a decision of a GPT (**Prescribed Form 12** - click here);

iv. submit to Football NSW all supporting material, including any additional evidence; and

v. submit to Football NSW any written submissions the Member intends to rely on.

(ba) Where the documents to be provided under section 9.8(b) exceed fifty (50) pages in total, the Member must deliver to the offices of Football NSW four (4) hard copies of those documents by the date prescribed therein.

(c) Members should note that the time limits set out above are strict. Unless there are exceptional circumstances (to be determined by the Executive, in its absolute discretion), if Football NSW does not receive the documentation and payments prescribed under sections 9.8(b) and (ba) by the time specified in section 9.8(b), the Member is deemed to have waived its right to appeal the Determination of the General Purposes Tribunal to the Appeals Tribunal.

## 10. APPEALS TRIBUNAL

**10.1 Jurisdiction**

The Appeals Tribunal will be responsible for hearing and determining appeals from:

(a) the Executive pursuant to section 7.4 (Appealing a decision in respect of a challenge (mistaken identity)) but subject to section 10.3 (Grounds of Appeal);

(b) the Disciplinary Committee pursuant to section 8.3 (Appealing a decision of the Disciplinary Committee Red Card Offence)) but subject to section 10.3 (Grounds of Appeal);

(c) the General Purposes Tribunal pursuant to sections 9.8 (Appealing a decision of a GPT) but subject to section 10.3 (Grounds of Appeal) and, if applicable, section 10.5 (Appeal from a GPT in relation to a Grievance); and

(d) Member Appeals Committees but subject to section 10.3 (Grounds of Appeal) and section 10.6 (Appeals against a decision of a Member Appeals Committee).

**10.2 Standing to Appeal**

(a) Despite anything to the contrary contained in these Regulations and for the avoidance of doubt, only the Members set out in this section 10.2 (subject to section 10.3 (Grounds of Appeal)) and Football NSW have standing to appeal matters to the Appeals Tribunal.

(b) **An appeal of the decision of the Executive pursuant to section 7.4 (Appealing a decision in respect of a challenge (mistaken identity)):** the Participant who bought the challenge in accordance with section 7.3.

(c) **An appeal from the Disciplinary Committee pursuant to section 8.3 (Appealing a decision of the Disciplinary Committee (Red Card Offence)):** the Participant who challenged the Disciplinary Committee's Suspension pursuant to section 8.2 (Challenging a Notice of Suspension (Red Card Offence)).

(d) **An appeal from the General Purposes Tribunal pursuant to section 9.8 (Appealing a decision of a GPT) in relation to a charge(s) of Misconduct and/or Disrepute (section 9.2):** the Member(s) the subject of the charge(s) before that General Purposes Tribunal but only in respect of the charge(s) against that Member.

(e) **An appeal from the General Purposes Tribunal pursuant to sections 9.8 and 10.5 (Appealing a decision of a GPT) in relation to a Grievance (section 9.3):** the Member(s) (including any Affected Party) who appeared before that General Purposes Tribunal.

(f) **An appeal from the General Purposes Tribunal pursuant to section 9.8 (Appealing a decision of a GPT) in relation to a matter referred to the General Purposes Tribunal by the Executive pursuant to section 9.6 (Matters of Importance):** the Member(s) who appeared before that General Purposes Tribunal.

(g) **An appeal from a Member Appeals Committee pursuant to section 10.6 in relation to a disciplinary matter:**

i. the Member(s) the subject of the charge(s) before the Member Appeals Committee but only in respect of the charge(s) against that Member;

ii. if applicable, any Match Official who officiated in the match giving rise to the charge(s) or the relevant Referees Body but only if the Executive, in its absolute discretion, determines that it is in the interests of football in the State for the appeal to be heard by the Appeals Tribunal;

iii. the victim(s) in the incident that gave rise to the charge(s) before the Member Appeals Committee but only if the Executive, in its absolute discretion, determines that it is in the interests of football in the State for the appeal to be heard by the Appeals Tribunal; and

iv. the Member who laid the original charge(s) but only if the Executive, in its absolute discretion, determines that it is in the interests of football in the State for the appeal to be heard by the Appeals Tribunal.

(h) **An appeal from a Member Appeals Committee pursuant to section 10.6 in relation to a grievance or a matter not otherwise contemplated by section 10.2:** the Member(s) who appeared before the Member Appeals Committee and, subject to section 13.4(d), any Affected Party.

**10.3 Grounds of Appeal**

The sole grounds of an appeal to the Appeals Tribunal are:

(a) a party was not afforded a reasonable opportunity to present its case;

(b) lack or excess of jurisdiction of a Body or a Member Appeals Committee;

(c) the decision of a Body or a Member Appeals Committee was affected by actual bias;

(d) the decision was one that was not reasonably open to a Body or a Member Appeals Committee having regard to the evidence before the Body or the Member Appeals Committee;

(e) severity, but only where a Body or a Member Appeals Committee imposed one or more of the following:

i. a Fixture/Match Suspension of six (6) or more Fixtures/Matches (excluding Trial Matches, Tournaments, the NPL Pre-Season Competition, the FA national titles or any Football NSW Representative Matches); or

ii. a Time Suspension of three (3) or more months; or

iii. a fine of three thousand dollars ($3,000) or more; or

iv. a bond to be of good behaviour of three thousand dollars ($3,000) or more; or

v. a deduction, loss or ban on accruing six (6) or more competition points; or

vi. exclusion, suspension or expulsion of a Club or Team from a competition; or

vii. relegation to a lower division; or

(f) leniency, but only in the case of an appeal brought by Football NSW or an appeal allowed by the Executive pursuant to section 10.2(g) (Appeal from a Member Appeals Committee).

**10.4 Decisions of the Appeals Tribunal**

(a) An Appeals Tribunal Determination will be in accordance with the majority opinion of the Appeals Tribunal members.

(b) The Appeals Tribunal has the power to:

i. dismiss, allow in whole or in part an appeal, or vary (whether by way of reduction or increase) a Determination, including any sanction or penalty, made by a Body or a Member Appeals Committee, as the case may be;

ii. subject to any applicable Minimum Suspension/Sanction and Maximum Suspension, impose any sanction, measure or make any order it thinks fit or that a Body or Member Appeals Committee, as the case may be, could have imposed under these Regulations or its regulations, as the case may be;

iii. conduct a fresh hearing of the matter (**hearing *de novo***), but only in exceptional circumstances (as determined by the Appeals Tribunal in its absolute discretion); or

iv. remit the matter to the Body or the Member Appeals Committee from which the appeal originated, or to the tribunal (or similar) that dealt with the matter at first instance, for rehearing and issue any directions or orders in relation to the rehearing of the matter that the Appeals Tribunal deems appropriate.

(c) No Determination of the Disciplinary Committee or the General Purposes Tribunal will be quashed or held invalid by the Appeals Tribunal by reason only of any defect, irregularity, omission or other technicality, provided the Appeals Tribunal is satisfied there has not been a miscarriage of justice.

(d) Any failure to comply with a Determination of the Appeals Tribunal is deemed to be contempt of a Tribunal and may be sanctioned pursuant to section 13.18 (Contempt against a Tribunal).

(e) The Appeals Tribunal will use its reasonable endeavours to issue a short oral or written summary of its Determination (**Preliminary Determination**) within five (5) working days of the completion of any hearing. The Appeals Tribunal will use its reasonable endeavours to issue a full written Determination, with reasons for decision (**Final Determination**), within twenty one (21) working days of the completion of any hearing.

**10.5 Appeal from a General Purposes Tribunal in relation to a Grievance**

(a) No appeal can be brought from a General Purposes Tribunal Determination in relation to a Grievance (section 9.3) except with leave of the Appeals Tribunal granted in accordance with this section 10.5.

(b) Any Notice of Appeal of a decision of a GPT (**Prescribed Form 12** - click here) in relation to a Grievance received by Football NSW must be referred, within seven (7) working days of receipt, to the Chairperson of the Appeals Tribunal (or if they are not available, to the Vice Chairperson of the Appeals Tribunal) for determination as to whether leave should be granted for the appeal to proceed.

(c) The Chairperson or the Vice-Chairperson, as the case may be, of the Appeals Tribunal will determine, within fourteen (14) working days of receipt of a Notice of Appeal referred under this section 10.5(b), whether leave to appeal should be granted and the outcome of such determination will be communicated in writing to the party that lodged the appeal.

(d) In determining whether leave to appeal should be granted, the Chairperson or the Vice-Chairperson, as the case may be, of the Appeals Tribunal must have regard to:

i. the grounds of appeal set out in the Notice of Appeal;

ii. whether any obvious error on the part of the General Purposes Tribunal has been identified;

iii. the prospects of success of the appeal; and

iv. the nature and significance of the Grievance and the subject of the decision being appealed.

(e) If leave to appeal is not granted, the Chairperson or the Vice-Chairperson, as the case may be, of the Appeals Tribunal may, in their absolute discretion, recommend that all or part of the Appeal Fee be refunded to the appellant by Football NSW.

(f) If leave to appeal is granted, an appeal lodged pursuant to this section will proceed and be determined in the same manner as all other appeals determined by the Appeals Tribunal.

**10.6 Appeals against a decision of a Member Appeals Committee**

(a) In addition to the limitations set out under section 10.3 (Grounds of Appeal), the Appeals Tribunal will only hear and determine a matter involving an appeal from a Member Appeals Committee where the matter has proceeded in accordance with, and exhausted, that Member's own disciplinary/grievance rules and regulations. A party wanting to appeal a decision of a Member Appeals Committee to the Appeals Tribunal must provide documentation, to the satisfaction of Football NSW, to demonstrate that the matter has proceeded in accordance with and exhausted that Member's own disciplinary/grievance rules and regulations before it can be appealed to the Appeals Tribunal.

(b) If a party wants to appeal a decision of a Member Appeals Committee, it must, within seven (7) working days of being issued the decision:

i. pay to Football NSW the relevant Application Fee (as per Schedule 4: Application Fees);
ii. pay any award or fine the subject of the decision to the Member;
iii. submit to Football NSW a completed and signed Notice of Appeal of a decision of a Member Appeals Committee (**Prescribed Form 13** - click here);
iv. submit to Football NSW written copies of the decision of the Member Appeals Committee and of the decision at first instance (if applicable);
v. submit to Football NSW evidence that the matter has proceeded in accordance with and exhausted the Member's own disciplinary/grievance rules and regulations;
vi. submit to Football NSW a copy of the Member's constitution;
vii. submit to Football NSW a copy of the Member's disciplinary/grievance rules and regulations;
viii. submit to Football NSW any supporting material, including any additional evidence; and
ix. submit to Football NSW any written submissions the party intends to rely on.

(ba) Where the documents to be provided under section 10.6(b) exceed fifty (50) pages in total, the party must deliver to the offices of Football NSW four (4) hard copies of those documents by the date prescribed therein.

(c) Parties should note that the time limits set out above are strict. Unless there are exceptional circumstances (to be determined by the Executive, in its absolute discretion), if the requirements prescribed under sections 10.6(b) and (ba) are not fully complied with by the time specified in section 10.6(b), the party is deemed to have waived its right to appeal the decision to Football NSW.

**10.7 Abandoned Appeals**

An appellant may abandon an appeal prior to any hearing by giving written notice to Football NSW in which case the Application Fee may, in the Executive's absolute discretion, be refunded.

## 11. NO RECOURSE TO COURTS

Any Determination by the Appeals Tribunal will be final and binding on the parties to the appeal and no person may institute or maintain proceedings in any court of law or tribunal in relation to such Determination (other than the limited right of appeal to the FA, subject to the FA Statutes).

## 12. MEDIATION

(a) In relation to a Grievance between Members pursuant to section 9.3 (Grievances), the Executive may require Members to attend a meeting with a representative of Football NSW and/or an independent person who will act as a mediator (**Mediator**) for the purpose of attempting to reach agreement for the resolution of the Grievance.

(b) A Mediator will be a person who, in the opinion of the Executive, is appropriately qualified to conduct the mediation, and may include a member of the Resolution Institute or other similar body, or a legal practitioner.

(c) Unless otherwise determined by the Executive, any costs involved in the mediation, including the costs of the Mediator, must be borne equally by the parties to the Grievance.

(d) As soon as is practicable after receipt of a Grievance Form from a Member, Football NSW must provide a copy of the Grievance Form and any other related material provided by that Member to the Respondent and/or an Affected Party.

(e) Within seven (7) working days of receiving the Grievance Form and any other related material, the Respondent and/or an Affected Party must file with Football NSW its written response to the Grievance along with any material that party intends to rely on.

(f) Football NSW will then set a date for the mediation and notify the parties accordingly.

(g) Football NSW may, in its absolute discretion, and where the circumstances require it, shorten the above timeline.

(h) A Mediator must disclose to the parties to the Grievance, at the commencement of the mediation process, any prior or existing relationship with those parties. If one or more parties to the Grievance object to the Mediator's right to hear a matter on the basis of perceived bias, the party/parties must raise the objection immediately with the Mediator. The Mediator must then advise the Executive who will, in its absolute discretion, appoint another Mediator or refer the Grievance directly to the General Purposes Tribunal for determination.

(i) During the mediation process, the parties to the Grievance and their legal representatives (if applicable) must:

  i. participate in good faith;

  ii. follow all reasonable directions of the Mediator with regard to the conduct of the mediation process including directions in respect of joint and private discussions with the parties; and

  iii. have in attendance an individual with the necessary authority to settle the Grievance and execute any mediation agreement.

(j) Except as provided for under section 12(n), a Mediator must not disclose any information provided by a party in private discussions with the Mediator unless authorised by that party or required to do so by operation of law.

(k) The mediation will be conducted on a "*without prejudice basis*" and the Mediator will have no power to impose any Suspension, decision or sanction on any of the parties to the Grievance. The roll of the Mediator is not to act as an advisor to parties or to make a determination but is instead to facilitate the parties to the Grievance in identifying the issues and considering the options to arrive at a mutual agreement.

(l) If the parties to a Grievance reach agreement in relation to a Grievance during the mediation process, the parties must execute a mediation agreement. Once a mediation agreement is

executed by the parties to a Grievance, those parties will have no right of appeal and will not be able to lodge any Grievance or bring any claim in relation to the subject matter of the original Grievance.

(m) The Mediator may terminate a mediation at any time if they determine, in their absolute discretion, that the mediation is unlikely to produce an agreement and must then refer the Grievance to the General Purposes Tribunal for determination pursuant to these Regulations.

(n) The parties to a mediation agree that Football NSW is to be provided with a copy of any mediation agreement or details of the agreed outcome of the mediation, as the case may be, by the Mediator for the purposes of administering football in the State, including for the taking of any relevant action in the event of a breach of the mediation agreement or the agreed outcome of the mediation.

(o) A Member who fails to attend mediation convened in accordance with this section 12, when reasonably requested by Football NSW to do so and without reasonable excuse, will be deemed to have committed Misconduct (section 16.4) and the Executive may, in its absolute discretion, take any relevant action against the Member pursuant to section 9.2 (Charges of Misconduct and Disrepute).

(p) A member of a Tribunal who acted as Mediator in respect of a Grievance which was subsequently referred to the General Purposes Tribunal pursuant to section 12(m) must not sit on a Tribunal that subsequently hears the Grievance.

## 13. ADMINISTRATIVE PROCEDURES OF BODIES

### 13.1 Electronic Documents

In order to ensure the efficiency of matters dealt with pursuant to the Regulations, all documents, statements, submissions and forms referred to in the Regulations must be sent by email to the respective addresses set out in Schedule 2: Prescribed Forms and Email Addresses. Football NSW may from time to time request the parties to provide hard copies of documents, statements, submissions and forms. A party seeking to rely on photographic, video or similar evidence must provide such evidence in the manner or form requested by Football NSW and at that party's own cost.

### 13.2 Responsibility of Football NSW

Where a Tribunal is required to hear a matter pursuant to section 9 (General Purposes Tribunal) or section 10 (Appeals Tribunal), Football NSW:

(a) must appoint a Chairperson or Vice-Chairperson to act as Chairman for the hearing (subject to section 5.2(d));

(b) must appoint the other Tribunal members for the hearing (subject to section 5.2(d));

(c) must set a date for the hearing;

(d) must issue a Notice of Proceedings; and

(e) may consult the Chairperson for the hearing in order to confirm any directions to the parties, including, but not limited to, matters pertaining to witnesses and/or evidence.

### 13.3 Submissions by a party

(a) For a hearing before the General Purposes Tribunal in relation to a charge(s) of Misconduct and/or Disrepute pursuant to section 9.2, the accused (that is, the Member the subject of the charge(s)) must provide to Football NSW a copy of any written submissions, statements, materials, documents or other evidence the accused intends to rely on in the hearing along with a completed Notice of Response (**Prescribed Form 10** - click here) by the due date specified in the Notice of Charge or such other date specified by Football NSW.

(b) In the case of a Grievance between Members pursuant to section 9.3 (Grievances), the Claimant or Complainant, as the case may be, must provide to Football NSW a copy of any written submissions, statements, materials, documents or other evidence it intends to rely on in the

mediation and/or hearing at the time of submitting a Grievance Form (**Prescribed Form 11** - click here). The Respondent and/or an Affected Party must provide to Football NSW a copy of any written submissions, statements, materials, documents or other evidence it intends to rely on in the mediation and/or hearing by the due date specified by Football NSW.

(c) In the case of an Appeals Tribunal hearing, the appellant must provide to Football NSW a copy of any written submissions, statements, materials, documents or other evidence it intends to rely on in the hearing, written copies of the determinations made by lower tribunals (or similar) and copies of the Association Member's, Referees Body's or Centre's constitution and disciplinary rules and regulations (if relevant) at the time of submitting a Notice of Appeal. The Respondent and/or an Affected Party must provide to Football NSW a copy of any written submissions, statements, materials, documents or other evidence it intends to rely on in the hearing by the due date specified by Football NSW.

(d) All written submissions, statements, materials, documents or other evidence supplied to Football NSW must be sent to tribunal@footballnsw.com.au.

(e) Unless there are exceptional circumstances (to be determined by the Executive, in its absolute discretion), Football NSW will not accept any written submissions, statements, materials, documents or other evidence submitted after the submission of a Notice of Response, Notice of Appeal or after any other due date specified by Football NSW.

(f) In the case of a Grievance between Members pursuant to section 9.3 and in the case of an Appeals Tribunal hearing pursuant to section 10, all written submissions, statements, materials, documents or other evidence supplied to Football NSW will be provided to the other parties (including an Affected Party) involved in the matter.

(g) In the case of a General Purposes Tribunal hearing in relation to charges of Misconduct and Disrepute pursuant to section 9.2, all evidence supplied to Football NSW in relation to an accused that the Executive determines, in its absolute discretion, is relevant to the hearing, will be provided to that accused.

**13.4 Affected Party**

(a) For the purposes of these Regulations, an Affected Party means:

i. a Member who may be affected by a determination of the Executive or a Body or by the outcome of a mediation based on the relief sought by the Member who has submitted a Notice of Appeal or Grievance Form under these Regulations but subject to section 13.4(d); and

ii. Football NSW, if the Executive considers, in its absolute discretion, that the determination of a Body, or the outcome of a mediation, may affect the interests of football in the State, Football NSW, or FA or it may bring the game into Disrepute or damage the reputation or goodwill of the game.

(b) Despite anything to the contrary in section 13.4(a), the victim of an incident giving rise to disciplinary charges or proceedings is not an Affected Party for the purposes of these Regulations.

(c) A Member submitting a Notice of Appeal or Grievance Form must nominate in the relevant form, whether, in its opinion, any other Member may be an Affected Party.

(d) The Executive, a Mediator and/or a Tribunal only may determine, in their absolute discretion, whether a Member is an Affected Party and must notify the Affected Party accordingly.

(e) An Affected Party provided with notice under this section 13.4 may participate in the hearing and/or mediation as an Affected Party and may make submissions and, subject to section 13.11(h), call evidence. An Affected Party is bound by any decision of a Tribunal.

(f) If an Affected Party provided with notice under this section 13.4 elects not to participate in a hearing and/or mediation, that Affected Party cannot subsequently initiate a Grievance or lodge an appeal under these Regulations in relation to the same subject matter.

### 13.5 Legal Representation

A Claimant, Complainant, Respondent, accused and Affected Party has the right to be represented by a lawyer at a Tribunal hearing. Details of legal representation must be set out in the Grievance Form, Notice of Appeal, Notice of Response or otherwise notified to Football NSW.

### 13.6 Match Official Reports and Attendance of Match Officials at Tribunals

(a) Any Match Official Report or any other report provided by a Match Official in relation to any matter before the Tribunal, will stand as the Match Official's statement of evidence, unless the Match Official determines to also provide oral evidence at the hearing.

(b) The ordinary position is that unless a Member provides prior notification to Football NSW that a Match Official is required for cross-examination, it is deemed that the Match Official is not required for cross-examination and the Match Official's record of events is not challenged for factual matters.

(c) Provided the Match Official is available by telephone, if required, their physical presence at a Tribunal in relation to any matter before the Tribunal is not mandatory for the matter to proceed, unless otherwise so directed by the Tribunal.

(d) For the avoidance of doubt, any Match Official Report or any other report provided by a Match Official will stand as the facts of the alleged event. The onus will rest with the party challenging the facts of the event to establish to the required standard that the facts as recorded are inaccurate or otherwise misrepresent the event.

### 13.7 Parent/Guardian

(a) Unless a Tribunal determines otherwise, a party or witness who is under the age of eighteen (18) years at the date of a Tribunal hearing must be accompanied at that hearing by a parent, legal guardian, Club Official or Team Official.

(b) In the case of a Match Official, section 13.7(a) is taken to have been complied with if the Match Official is accompanied by a representative of the Match Official's Referees Body.

### 13.8 Non-attendance

If any Member who has been properly notified of a Tribunal hearing fails to attend a Tribunal hearing without establishing exceptional circumstances for such failure, to the satisfaction of the Tribunal, in its absolute discretion:

(a) the hearing can proceed *ex parte* and be determined in that Member's absence, including as to determination on the merits and/or sanction. An *ex parte* Determination of a Tribunal has the same force and effect as if it was made after a full hearing before that Tribunal at which the Member was present; and

(b) the Tribunal may impose sanctions as it sees fit in accordance with these Regulations for the Member's non-attendance or make recommendations to the Executive to issue a Notice of Charge pursuant to section 9.2 (Charges of Misconduct and Disrepute).

### 13.9 Adjournment

(a) In the event a Member requires an adjournment of a Tribunal hearing, the Member must apply in writing to Football NSW no later than two (2) working days before the scheduled date of that Tribunal hearing.

(b) Football NSW will refer requests for adjournment to the Tribunal and may require evidence from the Member to substantiate the basis for the request. In considering whether to grant the adjournment, the Tribunal will consider whether the Member has established exceptional circumstances warranting the adjournment, including avoiding significant costs, hardship or inconvenience to the Member.

(c) Any decision to adjourn a hearing will be at the absolute discretion of the Tribunal.

(d) Members acknowledge that the Tribunal meets after normal business hours and during the working week. Given the sometimes large number of parties and witnesses involved in a Tribunal hearing and the need to resolve matters in an expeditious manner, it will not always be possible to accommodate adjournment applications.

**13.10 Stay of proceedings**

On application by a Member (including an Affected Party) or Football NSW, a Tribunal may order a stay of proceedings (with or without conditions).

**13.11 General conduct of Tribunal hearings**

(a) A Tribunal will not be bound by the rules of evidence usually applicable to proceedings in courts of law.

(b) A Tribunal may have regard to, but will not be bound by, its previous Determinations. The General Purposes Tribunal will be bound by Determinations of the Appeals Tribunal.

(c) All hearings must be conducted in accordance with the principles of natural justice.

(d) A Tribunal may conduct the hearing in any manner it sees fit provided that:

i. the questioning of all parties is to be through the Chairperson of the hearing, unless the Chairperson determines otherwise;

ii. unless section 13.8 (Non-attendance) applies, an accused must be present (in person or via telephone/video) while a Tribunal receives **any** oral evidence against that accused;

iii. all parties are given a reasonable opportunity to be heard; and

iv. the hearing is conducted with as little formality and technicality and with as much expedition as proper consideration of the matters before it permits.

(e) A Tribunal is empowered to:

i. take evidence, subject to section 13.11(k). The admissibility and weight to be given to any evidence in a hearing will be at the absolute discretion of a Tribunal but Members acknowledge that less weight may be given to the evidence of a witness or party who is not available for cross-examination by a Tribunal;

ii. require the attendance of any Member to give evidence;

iii. permit any witness to give evidence via telephone or video over internet (for example, via “skype”);

iv. require the production of any document, information or other evidence, in whatever form, held by any Member; and

v. inform itself on any matter or thing in order to properly carry out its function in accordance with these Regulations.

(f) If a Tribunal is not satisfied to the required standard that a charge(s) before it has been proved, but is satisfied that a different charge(s) has been proved, then provided the Member has been given an opportunity to address the Tribunal in relation to the different charge(s), the Tribunal must find the Member guilty of the different charge(s) and apply the appropriate sanction. A Tribunal may, in its absolute discretion, grant a Member an adjournment for the purposes of answering the different charge(s).

(g) Prior to a hearing, Football NSW must provide to a Tribunal a copy of a Member’s Disciplinary History. A Tribunal must take into account the Member’s Disciplinary History in determining any appropriate sanction. The General Purposes Tribunal must not refer to the Member’s Disciplinary History until after it has made a determination in respect of guilt. To the extent it is possible to do so in the circumstances, the Appeals Tribunal should not refer to the Member’s Disciplinary History until after it has made a determination in respect of guilt.

(h) If a Tribunal finds that the charge(s) has been proved against a Member, then prior to imposing any penalty or sanction, it must invite the Member to make submissions to the Tribunal on the question of what penalty or sanction, if any, ought to be imposed.

(i) If a Tribunal intends to adjourn to consider whether the charge(s) has been proved against a Member, then prior to adjourning, it must invite the Member to make submissions to the Tribunal on the question of what penalty or sanction, if any, ought to be imposed.

(j) For the avoidance of doubt, Football NSW or its representatives may ask question of the accused, make submissions in relation to any evidence and make submissions on the question of what penalty or sanction, if any, ought to be imposed.

(k) Unless there are exceptional circumstances (to be determined by the Appeals Tribunal, in its absolute discretion), in determining any appeal under section 10.3(d) or (e) or section 10.5 (Appeal from a GPT in relation to a Grievance), the Appeals Tribunal must not consider evidence which was not before the body whose decision is being appealed.

(l) A Tribunal may, in the case where a Member has been found guilty of multiple Offences, impose entirely cumulative or partly or wholly concurrent Suspensions. However, the overall Suspension must not be less than the Minimum Suspension applicable to the most serious Offence but may be greater than the Maximum Suspension applicable to that Offence.

(m) All hearings will be recorded electronically and, if requested, a transcript of the recording will be provided to an appellant at the appellant's cost.

(n) To the extent that a matter relating to the procedures of a Tribunal is not provided for by these Regulations, the Chairperson or Vice-Chairperson of a Tribunal may issue appropriate directions for the conduct of any matter or hearing.

**13.12 Suspension of Implementation of Sanctions**

(a) In respect of a Time Suspension of less than six (6) months or a Fixture Suspension of less than 6 Fixtures only, the Executive or Tribunal may order that part of the Suspension:

i. comes into immediate effect; and

ii. the other part does not come into effect unless and until an additional Offence (excluding an indirect red card) is committed during a specified probationary period (i.e. the sanction is suspended). The Offences (excluding an indirect red card) bringing this suspended portion of the Suspension into effect should be outlined by the Executive or Tribunal in accordance with section 13.12(c)i..

(b) If the Executive or Tribunal imposes a Suspension where part is suspended, the part of the Suspension that comes into immediate effect must be at least one half of the total Suspension to be imposed.

(c) If, in accordance with section 13.12(a), a Suspension partly takes immediate effect and is partly suspended for a probationary period, the Suspension must specify:

i. the types of Offences (excluding indirect red cards) which, if committed, activate the suspended part of the Suspension; and

ii. the length of the probationary period which must be a period between 6 months and 24 months.

(d) Where the Executive or Tribunal imposes a Suspension where part is suspended, if the Participant within the specified probationary period commits an Offence (excluding an indirect red card) that triggers the suspended part, that suspended part is then to be served in addition to any sanction that is imposed for the new Offence.

(e) Where the Executive or Tribunal imposes any Time Suspension or Fixture Suspension, the Suspension must:

i. impose a continuous suspension; and

ii. not be structured in more than one (1) part or in any way that allows the Participant to serve the Suspension in a fragmented way by participating in a certain Match(es) or Fixture(s) and then resuming the Suspension.

**13.13 Repeat Offences**

(a) Recidivism is an aggravating circumstance and, subject to section 13.13(b), the Executive or Tribunal may increase a sanction as it sees fit in the case of repeat offenders.

(b) Where a Member has been found guilty of an Offence and then commits the same Offence on a second or subsequent occasion within two (2) years of the expiration of the Suspension issued in respect of the previous Offence, the second or subsequent Offence will be considered a Second or subsequent Offence for the purposes of sanctioning under Schedule 3: Table of Offences and the Executive or Tribunal **must** impose no less than the applicable Minimum Suspension and should only impose more than the applicable Minimum Suspension if appropriate in all of the circumstances.

(c) In the case of Red Card Offences, section 13.13(b) will apply only where the second or subsequent Offence is the same Send Off Code as the previous Red Card Offence but will apply irrespective of the grading.

**13.14 Disclosure of Tribunal members**

In the interests of ensuring independence, Football NSW will not disclose the identity of Tribunal members prior to a hearing to any party, any party's representatives or to any witness.

**13.15 Challenge of jurisdiction of a Tribunal or of a Tribunal member**

(a) A Member may challenge a Tribunal's jurisdiction to deal with a matter but it must do so in its Notice of Response, Notice of Appeal or its written submissions in response to a Notice of Appeal. A failure to do so will be deemed to be acceptance by that Member that the Tribunal does have the necessary jurisdiction. A Tribunal has the power to rule on any challenge to its jurisdiction. In general, a Tribunal should determine any such challenge as a preliminary question. However, a Tribunal may proceed with the hearing and rule on such an objection in its Preliminary Determination or Final Determination, as the case may be.

(b) A Member may object to a Tribunal member's right to hear a matter on the basis of perceived bias. Such an objection must be raised in oral submissions as a preliminary question at the hearing. The Tribunal has the power to rule on this objection and, if the objection is overruled, the Tribunal must provide reasons in its Preliminary Determination or Final Determination, as the case may be.

**13.16 Standard of proof**

Unless the circumstances of a matter require otherwise, a Body must make a Determination on the balance of probabilities.

**13.17 Costs generally**

(a) As a general rule, but subject to section 13.17(b), the parties must bear their own costs in relation to a Tribunal matter or hearing.

(b) A Tribunal will generally require a Member subject to disciplinary action to pay Football NSW's costs of conducting the hearing, including, but not limited to, costs for Match Officials for attendance at the hearing and the cost of providing security services at the hearing. These costs may be higher than the applicable Application Fee and will be invoiced separately.

(c) In relation to any matter or hearing, the Tribunal may award the costs it considers appropriate on:

i. the application of a party to the proceedings;

ii. the application of a witness to the proceedings;

iii. the application of Football NSW; or

iv. its own initiative.

(d) In deciding whether to award costs, and the amount of those costs, the Tribunal may have regard to the following:

i. the outcome of the matter or hearing;

ii. the conduct of the parties to the proceedings before and during the hearing;

iii. the nature and complexity of the matter or hearing;

iv. any Application Fee paid by a party;

v. any legal costs incurred by a party (including an Affected Party), a witness, a Tribunal or Football NSW;

vi. any out of pocket expenses (including any travel or accommodation expenses) incurred by a party (including an Affected Party), a witness, a Tribunal or Football NSW in attending or conducting the matter or hearing;

vii. any costs incurred by whomever in repairing or replacing any physical property damaged or destroyed in the incident(s) giving rise to the matter or hearing;

viii. the relative strengths of the claims made by each of the parties to the matter or hearing;

ix. any contravention of the FA Rules and Regulations or Football NSW Rules and Regulations by a party to the proceeding; and

x. anything else the Tribunal considers relevant.

(e) For the avoidance of doubt, the award of costs, if any, will generally be limited to legal costs and out of pocket expenses as set out in section 13.17(d). A Tribunal does not have the jurisdiction to award costs in relation to medical expenses incurred by a party or witness.

(f) A party to proceedings is not entitled to costs or to the reimbursement of any Application Fee paid only because the Tribunal made an order(s) in a party's favour.

(g) For the avoidance of doubt, a Tribunal may award costs even in circumstances where a matter does not proceed to a hearing, for example, where a party withdraws its appeal prior to the hearing.

(h) The power of the Tribunal to award costs under these Regulations is in addition to the Tribunal's power to award costs under any other provision of the FA Rules and Regulations and Football NSW Rules and Regulations.

**13.18 Contempt against a Tribunal**

(a) A person appearing before a Tribunal or subject to a direction of a Tribunal must not:

i. insult a member of a Tribunal;

ii. repeatedly interrupt the proceedings of a Tribunal;

iii. create a disturbance or take part in creating or continuing a disturbance in or near a place where a Tribunal is sitting;

iv. fail to comply with an order or direction of a Tribunal;

v. deliberately mislead a Tribunal; or

vi. do any other act or thing that would, if a Tribunal were a court of record, constitute contempt of such a court.

(b) A person must not submit to Football NSW or to a Tribunal a Grievance, complaint, written statement, evidence of any kind or written submissions that the person knows or suspects to be untrue or that is intended to deliberately mislead Football NSW or a Tribunal.

(c) A Member must comply with a Determination of a Tribunal.

(d) Parties, their representatives and all witnesses must not use or disclose to any third party any confidential information obtained during the course of any investigations or proceedings.

(e) If a Tribunal considers that a Member has breached this section 13.18, then it may impose sanctions as it sees fit in accordance with these Regulations or make recommendations to the Executive to issue a Notice of Charge pursuant to section 9.2 (Charges of Misconduct and Disrepute).

(f) If the Executive determines that a Member has breached this section 13.18 , then it may, in its absolute discretion, investigate the matter and take any relevant action pursuant to section 9.2 (Charges of Misconduct and Disrepute).

**13.19 Tribunal may hear proceedings regardless of related criminal or disciplinary action**

The Executive or a Body may issue Suspensions or make a Determination whether or not a Member:

(a) has been charged with, convicted of or sentenced for an offence arising out of the contravention;

(b) is the subject of pending disciplinary proceedings relating to the contravention; or

(c) may be, or has been, subject to disciplinary action in relation to the contravention.

**13.20 Immunity**

Members involved in any way in any proceedings brought under these Regulations, their respective witnesses and any other witnesses, agree not to institute or maintain any proceedings, or bring any claim against Football NSW, a Mediator a Body or member of a Body, in respect of any act or omission during the course of a matter or hearing or arising out of any charge, Determination or findings made.

**13.21 Correction of a Determination**

Within five (5) working days of the issuance of a Preliminary Determination or a Final Determination, as the case may be, either party (including an Affected Party) to a hearing may submit to tribunal@footballnsw.com.au a request to correct in that Determination any errors in computation, any clerical or typographical errors or any other error of a similar nature. If the Tribunal considers the request to be justified, it will make the correction and reissue the Determination to the parties.

**13.22 Publication and Confidentiality**

(a) After the expiry of any relevant appeal period and subject to any term of a Determination imposing confidentiality or any other legal requirements, any Determination may be published by Football NSW on its website or elsewhere or by a third party (with Football NSW's written consent).

(b) All evidence and information provided in proceedings of a Tribunal must be treated in the strictest confidence. Parties, their representatives and all witnesses must not use or disclose to any third party any confidential information obtained during the course of any investigations or proceedings.

(c) A breach of section 13.22(b) is deemed to be contempt against a Tribunal and the offender may be sanctioned pursuant to section 13.18 (Contempt against a Tribunal).

**13.23 Legal advice**

A Tribunal may, in its absolute discretion, obtain legal advice during any proceedings and may adjourn proceedings for that purpose.

**13.24 Football NSW Staff**

Football NSW staff will not be required to provide evidence at a hearing (whether oral or written) unless Football NSW is an Affected Party to a hearing or a Tribunal determines otherwise.

**13.25 Fines and Awards**

(a) Any award or fine imposed under these Regulations must be paid within thirty (30) days after the date on which the Determination is issued unless otherwise specified in the Determination.

(b) Notwithstanding section 13.25(a), a Member that wants to appeal any matter to the Appeals Tribunal must pay any award or fine payable as a consequence of the decision the subject of appeal prior to the due date for lodgement of the appeal as set out in these Regulation, unless there are exceptional circumstances, to be determined by the Executive, in its absolute discretion.

(c) Notwithstanding section 13.25(a), a Member cannot take part in any match until any fine imposed under these Regulations is paid in full. This means that if a Suspension is combined with a fine, the Suspension is prolonged until the fine is paid in full.

(d) A fine cannot be issued against an Amateur and in the case of a Professional, cannot exceed one half of the Total Payments that Participant would have received over the duration of the sanction.

(e) A Club is jointly and severally liable for any award or fine imposed under these Regulations on one of its Participants (even if that Participant subsequently leaves that Club).

### 13.26 Football NSW Representative

The Executive reserves the right to appoint a representative to any Tribunal hearing. The representative may argue the case on behalf of Football NSW and may be a Football NSW staff member.

### 13.27 Documents submitted to Football NSW

If a party to any proceedings governed by these Regulations submits documents to Football NSW and those documents exceed fifty (50) pages in total, the party must deliver to the offices of Football NSW four (4) hard copies of those documents by the applicable due date prescribed by these Regulations or by the date otherwise specified by Football NSW.

## 14. SUSPENSION ORDERS

### 14.1 Interim Suspension Orders

(a) Where a Member is the subject of a Match Official Report or is being investigated by the Board or the Executive in relation to an alleged act of Misconduct or Disrepute pursuant to section 9.2 (Charges of Misconduct or Disrepute), the Board or the Executive may order that the Member be suspended, pending determination of the matter, from all or any specific Football Related Activity for such period and on such terms and conditions as the Board or the Executive determines, in its absolute discretion (an **Interim Suspension Order**).

(b) The period of an Interim Suspension Order will not be capable of lasting beyond the date upon which any investigation referred to in section 14.1(a), or any subsequent disciplinary proceedings, are concluded.

### 14.2 Suspension for criminal charges and offences

The Executive will have the power to order that a Participant be suspended from all or any specific Football Related Activity for such period and on such terms and conditions as it considers fit where the Member has been charged with a criminal offence or had a criminal offence proven against them and the Executive determines, in its absolute discretion, that there is a risk of harm to another Member(s).

### 14.3 Suspension following disqualification from working with children

Where a Participant is prohibited under child protection legislation from regulated activity relating to children, the Executive may order that the Participant be suspended immediately from all or any specific Football Related Activity for such a period and on such terms and conditions as it determines, in its absolute discretion.

## 15. SERVING OF SUSPENSIONS

### 15.1 Application of Suspensions and Determinations

(a) Upon the issuance of a Suspension or Determination by Football NSW or a Body, the Executive has the obligation to ensure that the Suspension or Determination is applied correctly in accordance with this section 15 and with any other directive imposed by the Executive from time to time. Such decision will be final and not subject to challenge or appeal.

(b) In the case of a Regulation being interpreted in two or more different ways, or in the case of any other ambiguity in the application of these Regulations to the serving of Suspensions, Football NSW reserves the right to determine how Suspensions will be served. Any such determination is final and not subject to challenge or appeal.

**15.2 Suspensions to be served immediately**

(a) Subject to this section 15, any Suspension must be served immediately. In serving a Suspension, a Participant and Football NSW must take into consideration any Fixtures or time already served while awaiting the issuance of the Notice of Suspension or Determination.

(b) Club Officials or Team Officials Expelled from the Technical Area during a Match are eligible to play as a Player in a Match scheduled in the same round unless otherwise determined by Football NSW or a Body.

(c) A Player issued with a Red Card or Expelled from the field of play or Technical Area during a Match is eligible to be a Club Official or Team Official in the Technical Area in a Match scheduled in the same round unless otherwise determined by Football NSW or a Body.

**15.3 Club Responsibility on Suspensions and Team Sheets**

(a) Clubs and Club Officials are responsible for ensuring their Participants correctly and fully serve any Suspension.

(b) Clubs and Club Officials must list in an appropriate place on any team sheet any of their Participants serving a Suspension at the time the team sheet is completed. Failure to do so will result in a fine of $200 per Participant per Match and any further sanction imposed pursuant to section 15.3(c).

(c) A Club and/or Club Official in breach of this section 15.3 will be deemed to have committed Misconduct (section 16.4) and the Executive may, in its absolute discretion, take any relevant action pursuant to section 9.2 (Charges of Misconduct and Disrepute).

**15.4 Types of Suspensions**

(a) The Executive or a Body may issue a Suspension either in terms of the number of Fixtures for which a Participant will be suspended (**Fixture Suspension**) or the period of time for which a Participant will be suspended (**Time Suspension**).

(b) A Member does not need to be registered to serve a Time Suspension. Subject to section 15.4(c), or unless Football NSW has determined otherwise in its absolute discretion, a Member must be registered to serve a Fixture Suspension.

(c) A Participant subject to a Fixture Suspension as a Spectator only does not need to be registered to serve a Fixture Suspension.

**15.5 Time Suspensions**

(a) A Time Suspension affects a Participant's participation in both eleven-a-side football and futsal, regardless of whether the infringement was committed in an eleven-a-side football Match or in a futsal Match.

(b) Upon issuing a Time Suspension, the Executive or a Body must provide a start date for the Suspension.

(c) If, in the case of a Time Suspension, some or all of the suspension coincides with any non-playing period(s), then such non-playing period(s) must not be counted towards the satisfaction of that suspension, unless the suspension is for a period of 24 months or more, or the Executive or Body finds there are exceptional circumstances that must be detailed in the Determination (refer to articles 12.7 to 12.13 of the FA National Disciplinary Regulations in relation to how such suspensions are to be served).

(d) Unless the Executive or a Body determines otherwise, but subject always to section 15.5(a), a Participant issued with a Time Suspension is ineligible to participate in all Football Related Activities for the duration of the Suspension.

(e) Football Related Activities include, but are not limited to:

i. taking to the Field of Play (or court) as a Player or Match Official in any match or competition sanctioned or administered by Football NSW, Clubs, Centres, Association Members, Branches, Regional Associations or their clubs;

ii. taking a position or acting as a coach, Team Official or Club Official in any match or competition sanctioned or administered by Football NSW, Clubs, Centres, Association Members, Branches, Regional Associations or their clubs (in the case of a coach, this includes providing or attempting to provide coaching instructions or engaging or attempting to engage a third party to relay coaching instructions);

iii. entering the Field of Play (or court), its surrounds, the Technical Area, players race, dressing rooms or any other place within a venue on a match day where players, coaches or Officials are likely to assemble to prepare for a match;

iv. taking part as a player, coach, Team Official or Club Official in any training session conducted by or for a team or club participating in any matches or competitions sanctioned or administered by Football NSW, Clubs, Centres, Association Members, Branches, Regional Associations or their clubs;

v. acting in any way as a Team Official, Club Official or Association Member Official, including, but not limited to, participating in or carrying on any function as a member of a committee, sub-committee or board of directors (whether paid, voluntary or honorary) at any level (to the extent such a restraint is permissible by law);

vi. having any contact with the Host Broadcaster or any other media where the purpose of such contact is for it to be electronically broadcast to the public, including (but not limited to) participating in any post-match press conference and participating in television or radio interviews;

vii. attending any function or event coordinated, conducted or sanctioned by Football NSW; and/or

viii. entering a stadium, venue, ground or Centre during any match, competition or training session sanctioned or administered by Football NSW, Clubs, Centres, Association Members, Branches, Regional Associations or their clubs.

**15.6 Fixture Suspensions**

(a) A Fixture Suspension imposed on a Participant participating in:

i. eleven-a-side football, only affects that Participant's participation in eleven-a-side football; or

ii. futsal, only affects that Participant's participation in futsal.

(aa) Notwithstanding anything to the contrary in this section 15.6, a Participant subject to a Suspension for the accumulation of Yellow Cards in accordance with sections 17.2 to 17.5 below:

i. must serve that Suspension exclusively in the Competition (and age-grade) in which the Yellow Card giving rise to the relevant Mandatory Match Suspension was received; and

ii. is eligible to play in any other competition (except the Football NSW Men's Competitions and the Football NSW Boys' Youth Competitions if the Yellow Card giving rise to the relevant Mandatory Match Suspension was received in either of those Competitions), event or tournament while serving that Suspension.

*Examples:*

1. *During the season a player usually plays in his club's U16s team in a Football NSW Boys' Youth Competition and occasionally plays up in his club's U18s team in a Football NSW Men's Competition. The player receives four Yellow Cards while playing*

*in his club's U16s team but receives his fifth Yellow Card of the Premiership while playing in his club's U18s team. In accordance with section 17.2, the player is subject to a Mandatory Match Suspension of one Fixture and must serve that Suspension in the U18s. Until he has served that Suspension, he is **not** eligible to play in any of his club's Fixtures in a Football NSW Boys' Youth Competition nor is he eligible to play in any of his club's Fixtures in a Football NSW Men's Competition (assuming he is otherwise eligible to do so), but he is eligible to play in the FFA Cup.*

2. *A player plays in his club's 1st grade team in a Football NSW Men's Competition. The player receives five Yellow Cards while playing in his club's 1st grade team over the course of the Premiership. In accordance with section 17.2, the player is subject to a Mandatory Match Suspension of one Fixture and must serve that Suspension in 1st grade. Until he has served that Suspension, he is not eligible to play in any of his club's Fixtures in a Football NSW Men's Competition or in a Football NSW Boys' Youth Competition (assuming he is otherwise eligible to do so), but he is eligible to play in the FFA Cup.*

(b) A Participant subject to a Fixture Suspension resulting from or related to any Premiership, Championship, Cup or FFA Cup Fixture must serve that Suspension in the next Premiership, Championship, Cup or FFA Cup Fixture(s) in which that Participant's Team or Club plays in, whichever occurs first, until that Suspension is served in full. A Participant **cannot** serve such a Suspension in a Trial Match, Tournament, the NPL Pre-Season Competition, the Futsal State Titles, the FA national titles, any Football NSW Representative Match, any competition, event or tournament conducted by another Member Federation or any other match/fixture.

(c) A Participant subject to a Fixture Suspension resulting from or related to any Football NSW Representative Match (for example, Football NSW State Titles) must serve that Suspension in the next consecutive Fixture(s) (be that a Football NSW Representative Match, Premiership, Championship, Cup or FFA Cup Match/Fixture) in which that Participant's Team or Club plays in, whichever occurs first, until the Suspension is served in full. A Participant **cannot** serve such a Suspension in a Trial Match, Tournament or the NPL Pre-Season Competition.

(d) A Participant subject to a Fixture Suspension resulting from or related to any Trial Match, the NPL Pre-Season Competition or any Tournament must serve that Suspension in the next consecutive Trial Match, NPL Pre-Season Competition, Tournament, Premiership, Championship, Cup or FFA Cup Match/Fixture in which the Participant's Team or Club plays in, whichever occurs first, until the Suspension is served in full.

(e) The following applies to Participants participating in a Cup or Tournament (including the FFA Cup) as part of a grassroots team. Notwithstanding anything to the contrary in this section 15.6 but subject to any local rules to the contrary:

i. a Participant subject to a Fixture Suspension resulting from or related to any Cup or Tournament (including the FFA Cup) must serve that Suspension in the next consecutive grassroots, Cup or Tournament (including the FFA Cup) match/fixture in which the Participant's team plays in, whichever occurs first, until the Suspension is served in full; and

ii. a Participant subject to a suspension resulting from or related to any grassroots match must serve that suspension in the next consecutive grassroots, Cup or Tournament (including the FFA Cup) match/fixture in which the Participant's team plays in, whichever occurs first, until the suspension is served in full.

(f) A Participant must serve a Fixture Suspension in the same age-grade in which they received that Suspension and will not be eligible to participate in **any** Match/Fixture of any Competition until that Suspension is served in full. If a Fixture Suspension extends over one (1) or more Seasons, that Suspension must be served in the age-grade in which the Participant would normally participate in the following Season(s). For the avoidance of doubt, a Club's FFA Cup match is deemed to constitute a 1st grade Fixture for the purposes of these Regulations.

*Example:*

*During the season a player usually plays in his club's U18s team in the Football NSW NPL Men's Competition and occasionally plays up in his club's 1st grade team in that competition. The player receives a Fixture Suspension as a result of a Red Card Offence committed while playing in his club's U18s team in the Football NSW NPL Men's Competition. The player must serve that suspension in the U18s. Until he has served that suspension in the U18s, he is* ***not*** *eligible to play in any of his club's Fixtures in the Football NSW NPL Men's Competition and nor is he eligible to play or serve that suspension in any of his club's FFA Cup matches.*

(g) While subject to a Fixture Suspension, a Participant may only participate in a Trial Match, Tournament or the NPL Pre-Season Competition if the Participant's Club has obtained written approval from Football NSW to do so. That approval is to be at Football NSW's absolute discretion. To the extent any determination by a Body permits, or seeks to permit, a Participant to participate in a Trial Match, Tournament or the NPL Pre-Season Competition, that part of the Determination will not apply.

(h) Unless Football NSW or a Body determines otherwise, a Fixture Suspension applies to the Participant in the capacity in which the Participant was acting when they committed the Offence giving rise to the Suspension.

(i) While serving a Fixture Suspension, a Participant must not, on the day of a Fixture, act in any manner or role for which they have been suspended.

(j) For the purposes of section 15.6(i), a Participant subject to a Fixture Suspension as a Player or Official must not:

i. enter the Field of Play, its surrounds, the Technical Area, players race or dressing rooms;

ii. enter any other place within a stadium, venue, ground or Centre where players and/or officials are likely to assemble;

iii. be seated in an area in a stadium, venue, ground or Centre normally reserved for players and/or officials;

iv. have any contact with a Match Official;

v. have any contact with the Host Broadcaster or any other media where the purpose of such contact is for it to be electronically broadcast to the public, including (but not limited to) participating in any post-match press conference and participating in television or radio interviews;

vi. participate in any Football NSW awards presentation or ceremony;

vii. attend any function or event coordinated, conducted or sanctioned by Football NSW; and

viii. in the case of a coach, must also not:

a. provide or attempt to provide coaching instructions during the Match, at half-time and/or after the Match; or

b. engage or attempt to engage a third party to relay coaching instructions during the Match, at half-time and/or after the Match.

(k) For the purposes of section 15.6(i), a Participant subject to a Fixture Suspension as a Spectator must not enter a stadium, venue, ground or Centre during a Fixture until that Suspension is served in full. Unless a Body determines otherwise, a Fixture Suspension imposed on a Participant as a Spectator will be served in accordance with this section 15.6.

(l) Where a Participant the subject of a Fixture Suspension is unable to register with a Club participating in a Competition such that they would be otherwise able to serve the Fixture Suspension in accordance with these Regulations, that Participant may register with a club in another competition and Football NSW may, in its absolute discretion, allow that Participant to serve the Fixture Suspension in that other competition.

(m) Where a Fixture Suspension extends over one (1) or more Seasons and the Participant does not return to participate in a Competition in the following Season(s), that Participant must serve that Suspension in whichever competition they subsequently participate in, if any. If Football NSW determines, in its absolute discretion, that the Participant joined that competition for the purpose (in whole or in part) of enabling the Participant to serve that Suspension in that other competition, any suspension served in that other competition may not be permitted to count towards the serving of the Suspension.

(n) Where a Participant the subject of a Fixture Suspension incurred in grassroots football joins a Competition, they must serve the balance of that suspension in that Competition and in accordance with this section 15.6.

(o) Where a Participant the subject of a Fixture Suspension incurred with one Club transfers to a new Club, that Participant will be required to serve the remainder of that suspension with the new Club and in the same age-grade unless otherwise approved by Football NSW in its absolute discretion.

### 15.7 Non-selection of Football NSW representative teams

If a Participant has been selected to represent Football NSW or a region in a representative competition, event or tournament and is then subsequently the subject of a Suspension, Football NSW may decide, in its absolute discretion, to suspend the Participant from representing Football NSW or the region at that representative competition, event or tournament. For the avoidance of doubt, a suspension imposed under this section 15.7 will not count towards the serving of the Suspension. Any decision made by Football NSW under this section 15.7 is final and not subject to any appeal.

### 15.8 Effect of Abandoned Matches / Forfeitures / Cancelled Matches

(a) Only those Matches actually played count towards the serving of any Fixture Suspension.

(b) Subject to section 15.8(c), if a Match is abandoned, cancelled or forfeited pursuant to Football NSW Rules and Regulations, a Suspension is only considered to be served if the Participant's Team is not responsible for the events that led to the abandonment, cancellation or forfeiture of the Match.

(c) Football NSW may decide, in its absolute discretion, whether a Suspension or part thereof may be served in an abandoned, cancelled or forfeited Match and any such decision is final and not subject to any appeal.

(d) A Yellow Card issued during an abandoned Match will be annulled if that Match is replayed and upheld if that Match is not replayed.

(e) Any Red Card issued during an abandoned Match will be upheld, regardless of whether the Match is replayed or not.

### 15.9 Recognition of Suspensions

(a) Any sanction imposed on a Member (or on a person or entity seeking to become a Member) by FA, AFC, FIFA or any other confederation, national association, Member Federation, Club, Centre, Referees Body, Association Member, affiliated association or their clubs, may be endorsed and applied by Football NSW, in its absolute discretion, across the State.

(b) Football NSW reserves the right to notify any sanction imposed pursuant to these Regulations to FA, AFC, FIFA or any other confederation, national association, Member Federation, Club, Centre, Referees Body, Association Member, affiliated association or their clubs.

## 16. CONDUCT

### 16.1 Financial Default and Payment of Interest

(a) In the event that a Member (except a Participant) fails to make payment of any amount payable to Football NSW by the due date (**Financial Default**) then that Member will be liable to pay interest on the amount outstanding from the date of such Financial Default until the date of actual payment

at the existing Reserve Bank interest rate for each month or part of a month during which any such payment remains outstanding.

**16.2 Non-Financial Conduct**

(a) Where any Member suffers Financial Default, in addition to section 16.1, the following sanctions will apply unless the Executive (or the Board where the context provides otherwise), in its absolute discretion, determines otherwise.

***Association Member, Branch or Regional Association***

(b) An Association Member, Branch or Regional Association in Financial Default:

i. if more than **60 days** from the date the payment is due and payable, it will have the voting rights of its Zone Council Members suspended under the Football NSW Constitution until the Financial Default is rectified (if applicable).

ii. if more than **90 days** from the date the payment is due and payable, in addition to the sanction imposed pursuant to section 16.2(b)i., it (and its member-Clubs (where applicable)) will be suspended from the following until the Financial Default is rectified:

A. Participating in Football NSW competitions, including:

- Champion of Champions;
- State Cup;
- FFA Cup;
- Waratah Cup;
- Branch Championships; and
- Country Cup,

B. Access to Football NSW grants and Football NSW support for any other sources of funding; and

C. The right to attend, speak and vote at Associations Standing Committee meetings.

iii. if more than **120 days** from the date the payment is due and payable, in addition to the sanction imposed pursuant to sections 16.2(b)i. and 16.2(b)ii., it (and its member-Clubs (where applicable)) will be suspended from accessing the following until the Financial Default is rectified:

- the National Online Registration System;
- the Sports TG Competition Management System (or its successor);
- Football NSW's International Transfer Clearance approvals process; and
- Football NSW's sanctioning processes for the extension of insurance cover.

***Club***

(c) A Club (or an Association Member, Branch or Regional Association participating in a Competition) in Financial Default:

i. if more than **30 days** from the date the payment is due and payable:

A. **during the playing season**, it will not be entitled to any points from any Premiership Match in which it participates in until the Financial Default is rectified;

B. **during a Championship or a Cup**, it will forfeit any Match it participates in until the Financial Default is rectified; or

C. **during the off-season**, it will incur the points deductions set out in column 3 of the table below, which will be applied in the upcoming season.

ii. if more than **60 days** from the date the payment is due and payable:

A. **during the playing season**, pursuant to the Football NSW By-Laws, it will be suspended from participating in any current or future Competition until the Financial Default is rectified; or

B. **during the off-season**, it will not be entitled to participate in any Trial Matches or in any future Competition until the Financial Default is rectified and, in addition to the points deduction incurred pursuant to section 16.2(c)i.(C), it will incur point deductions set out in column 4 of the table below, which will also be applied in the upcoming season.

| **Point Deductions for Off-Season Financial Default by Clubs** | | | |
|---|---|---|---|
| | **Competitions in which the Club Participates** | **Financial Default > 30 days** | **Financial Default > 60 days** |
| **1.** | **SAP/Girls' SAP only:** | N/A | N/A |
| **2.** | **Association Youth League Girls' Conference League** | Loss of 3 premiership points across each of the 4 (or 3) age grades | Loss of 3 premiership points across each of the 4 (or 3) age grades |
| **3.** | **Women's:** | Women's#: Loss of 6 Club Championship Points<br>Girls'^: Loss of 3 premiership points across each of the 3 age grades | Women's#: Loss of 6 Club Championship Points<br>Girls'^: Loss of 3 premiership points across each of the 3 age grades |
| **4.** | **Men's:** | Men's: Loss of 3 premiership points across each of the 2 grades<br>Youth: Loss of 6 Youth Club Championship Points | Men's: Loss of 3 premiership points across each of the 2 grades<br>Youth: Loss of 6 Youth Club Championship Points |

# Women's = 1st Grade and Reserve Grade.

^ Girls' = U14, U15 and U17.

**NOTE: A decision by the Board or the Executive to enforce or not enforce section 16.2(c) against a Club does not preclude the Board from terminating a Club's licence to participate in the Competitions for a breach in accordance with the terms of that licence.**

***Centre, Referees Body and Summer Football Competition Administrator***

(d) A Centre, Referees Body or Summer Football Competition Administrator in Financial Default will, if more than **60 days** from the date the payment is due and payable have its affiliation with Football NSW suspended until the Financial Default is rectified.

(e) Any decision made by the Executive or the Board, as the case may be, pursuant to this section 16.2 is final and not subject to appeal.

**16.3 Non-Financial Conduct - Participants**

In the event that a Participant fails to make payment in full of any amount payable to Football NSW, an Association Member, a Branch, a Regional Association, a Centre, a Club, or a Referees Body (**the other**

**party**) by the due date, Football NSW may declare that Participant as "un-financial" and may suspend that Participant from any or all Football Related Activity until the amount payable is paid in full to the other party.

**16.4 Misconduct and Disrepute**

Misconduct means any act or omission by a Member which:

(a) constitutes a breach of the FIFA Statutes and Regulations;

(b) constitutes a breach of the FA Rules and Regulations;

(c) constitutes a breach of the Laws of the Game;

(d) constitutes a breach of these Regulations including the Offences set out in Schedule 3: Table of Offences;

(e) constitutes a breach of Football NSW Rules and Regulations;

(f) brings or, in Football NSW's opinion may bring, the Member, Football NSW or the game of football into Disrepute or adversely affect the image, reputation and goodwill of the Member, Football NSW or the game of football; or

(g) in the opinion of Football NSW, is or may be prejudicial to the image, interests or reputation of the game of football, Football NSW or any of its sponsors.

**16.5 Misconduct – Culpability, Attempt and Involvement**

(a) Offences are punishable regardless of whether they have been committed deliberately, recklessly or negligently.

(b) Acts amounting to attempt are also punishable. A Body may, however, reduce the sanction envisaged for the actual Offence and determine any extent of mitigation as it sees fit.

(c) Any Participant who knowingly takes part in committing an Offence, either as instigator or accomplice, is also punishable. A Body may take account of the degree of guilt of the party involved by reducing the sanction as it sees fit.

**16.6 Misconduct – Club Liability**

(a) A Club is deemed to have committed an offence(s) under section 16.4 (Misconduct and Disrepute) where one of its Participants has allegedly committed any Offence(s) outlined in section 16.4 (Misconduct and Disrepute) and the Executive may, in its absolute discretion, take any relevant action against the Club pursuant to section 9.2 (Charges of Misconduct and Disrepute).

(b) For the avoidance of doubt, a Club may be sanctioned in accordance with section 16.6(a) notwithstanding the offender(s) have not been identified.

(c) Notwithstanding sections 16.6(a), the Executive may, in its absolute discretion, elect not to proceed against a Club for the conduct of one of its Participants where:

i. the Club is (for the relevant Match or event) compliant with Match day security standards and/or protocols as published by Football NSW from time to time;

ii. the Club cooperates with any investigation by Football NSW into the alleged conduct, including, without limitation, naming or identifying, upon request by Football NSW, the Club's Participants or individuals known to the Club in relation to the alleged conduct; and

iii. Football NSW, on review of the information available to it, forms the view that to proceed against the Club for the actions of its Participants is unduly harsh or unfair in the circumstances.

(d) Matters that Football NSW may consider in forming its view under section 16.6(c)iii. include but are not limited to:

i. the Club or individual's Disciplinary History;

ii. the co-operation of the Club;

iii. the significance of the nature of the conduct;

iv. whether the Club acted swiftly to counter the conduct and denounce the incident at the relevant time;

v. whether the Club has taken any relevant action of its own regarding the conduct; and

vi. whether the Club has taken any steps to minimise the risk of repetition of such conduct by those individuals involved and its other Participants.

(e) Where a Club complies with all these matters, Football NSW nevertheless retains a discretion to proceed against the Club for the conduct where Football NSW is of the view that the relevant conduct is of a particularly egregious or significant nature. Where Football NSW does so proceed against the Club, Football NSW or the Tribunal (as the case may be) may consider these factors in penalty mitigation.

**16.7 Misconduct – Registration**

(a) In the event of a Player signing registration forms for more than one Club, priority of registration will be accorded to the Club who earliest in time, all things being equal, obtained the Player's signature to a valid registration form.

(b) If a Player has self-registered through the National Online Registration System, the registration which earliest in time is recorded in that system will be granted priority.

(c) A Player must not intentionally or recklessly register with, or sign registration forms for, more than one (1) Club.

(d) A Club (**the second Club**) must not intentionally or recklessly induce or attempt to induce, whether directly or indirectly, a Player who is registered with, or has signed a registration form to register with, another Club (**the current Club**), to:

i. register with the second Club;

ii. sign a registration form with the second Club; or

iii. de-register from the current Club.

(e) A Player or Club in breach of sections 16.7(c) or 16.7(d) will be deemed to have committed Misconduct (section 16.4) and the Executive may, in its absolute discretion, take any relevant action against the Member pursuant to section 9.2 (Charges of Misconduct and Disrepute).

**16.8 Misconduct – Training/Trialling Activities**

(a) During a Season, a Player must not participate in any form of training or trialling activities with a Club (**the second Club**) other than the Club with which the Player is registered (**the current Club**), unless the current Club has provided prior written approval to the second Club for the Player to do so.

(b) During a Season, a Club (**the second Club**) must not permit a Player registered to another Club (**the current Club**) to train or trial with the second Club unless the current Club has provided prior written approval to the second Club for the Player to do so.

(c) A Player or Club in breach of sections 16.8(a) or 16.8(b) will be deemed to have committed Misconduct (section 16.4) and the Executive may, in its absolute discretion, take any relevant action against the Member pursuant to section 9.2 (Charges of Misconduct and Disrepute).

## 17. ON-FIELD MISCONDUCT

### 17.1 Yellow Card Offences

(a) A Yellow Card may be issued by a Match Official to a Player due to the following cautionable offences specified in Law 12 of the Laws of the Game and will be given as follows:

| Code | Description |
|---|---|
| **Y1** | The player is guilty of unsporting behaviour |
| **Y2** | The player shows dissent by action or word |
| **Y3** | The player persistently infringes the Laws of the Game |
| **Y4** | The player delays the restart of play |
| **Y5** | The player fails to respect the required distance when play is restarted with a corner kick, free kick or throw in |
| **Y6** | The player re-enters the field of play without the Referee's permission |
| **Y7** | The player deliberately leaves the field of play without the Referee's permission |

(b) Notwithstanding section 17.1(a), a Yellow Card will not be issued to a Player in the case of a Temporary Dismissal but that Temporary Dismissal will be treated as a Yellow Card for the purposes of the accumulation of Yellow Cards pursuant to sections 17.2 to 17.5.

(c) Subject to section 17.1(d) if a Player receives:

i. two (2) Yellow Cards in a Match, resulting in an R7 Red Card Offence, then the two (2) Yellow Cards are expunged from the Player's record and neither Yellow Card will be considered when accumulating Yellow Cards pursuant to sections 17.2 to 17.5;

ii. two (2) Temporary Dismissals and one (1) Yellow Card in a Match, resulting in a deemed R7 (see section 17.6(c)), then the two (2) Temporary Dismissals are expunged from the Player's record and neither Temporary Dismissal will be considered when accumulating Yellow Cards pursuant to sections 17.2 to 17.5 but the Yellow Card will be considered when accumulating Yellow Cards pursuant to sections 17.2 to 17.5; or

iii. one (1) Temporary Dismissal and two (2) Yellow Cards in a Match resulting in an R7 Red Card Offence, then the two (2) Yellow Cards are expunged from the Player's record and neither Yellow Card will be considered when accumulating Yellow Cards pursuant to sections 17.2 to 17.5 but the Temporary Dismissal will be treated as a Yellow Card for the purposes of the accumulation of Yellow Cards pursuant to sections 17.2 to 17.5.

(d) If a Player receives:

i. two (2) Yellow Cards in a Match, resulting in an R7 Red Card Offence;

ii. two (2) Temporary Dismissals and one (1) Yellow Card in a Match, resulting in a deemed R7 (see section 17.6(c)); or

iii. one (1) Temporary Dismissal and two (2) Yellow Cards in a Match, resulting in an R7 Red Card Offence,

and the first Yellow Card or Temporary Dismissal (as the case may be) would have, but for the operation of section 17.1(c), resulted in the Player having to serve a Mandatory Match Suspension due to the accumulation of Yellow Cards pursuant to section 17.2(a), 17.2(b), 17.2(c) or 17.2(d), then the two (2) Yellow Cards or two (2) Temporary Dismissals (as the case may be) will **not** be expunged from the Player's record and the Player must serve that Mandatory Match Suspension in addition to the Mandatory Match Suspension applicable to the R7.

(e) If a Player receives one (1) Yellow Card or one (1) Temporary Dismissal in a Match and then receives a direct Red Card in the same Match, the Yellow Card or Temporary Dismissal (as the case may be) will **not** be expunged from the Player's record and must be considered when accumulating Yellow Cards pursuant to sections 17.2 to 17.5.

(f) If a Player receives one (1) Temporary Dismissal and one (1) Yellow Card in a Match and then receives a direct Red Card in the same Match, the Temporary Dismissal and the Yellow Card will **not** be expunged from the Player's record and must be considered when accumulating Yellow Cards pursuant to sections 17.2 to 17.5.

(g) A Mandatory Match Suspension incurred as a result of the accumulation of Yellow Cards pursuant to sections 17.2 to 17.5 cannot be appealed.

(h) For the purposes of sections 17.2 to 17.5, where a Player accumulates any Yellow Cards with one Club and that Player transfers to a new Club during a Season, all of those Yellow Cards carry over to the new Club. This section applies even where the Player has transferred between Clubs competing in different Competitions. For example, this section will apply to a Player who transfers from a Club participating in the National Premier Leagues NSW Men's competition to a Club participating in the National Premier Leagues 2 NSW Men's competition.

**17.2 Accumulation of Yellow Cards - Premiership**

(a) A Player who accumulates five (5) Yellow Cards in the Premiership, irrespective of the age-grade in which they are received, must serve a Mandatory Match Suspension of one (1) Fixture. That Mandatory Match Suspension must be served immediately and in the age-grade in which the fifth ($5^{th}$) Yellow Card was received.

(b) A Player who accumulates an additional three (3) Yellow Cards (in total eight (8) Yellow Cards) in the Premiership, irrespective of the age-grade in which they are received, must serve a Mandatory Match Suspension of two (2) Fixtures. That Mandatory Match Suspension must be served immediately and in the age-grade in which the eight ($8^{th}$) Yellow Card was received.

(c) A Player who accumulates an additional two (2) Yellow Cards (in total ten (10) Yellow Cards) in the Premiership, irrespective of the age-grade in which they are received, must serve a Mandatory Match Suspension of three (3) Fixtures. The Mandatory Match Suspension must be served immediately and in the age-grade in which the tenth ($10^{th}$) Yellow Card was received.

(d) A Player who accumulates their eleventh ($11^{th}$) Yellow Card in total in the Premiership, irrespective of the age-grade in which they are received, must appear before the General Purposes Tribunal and must not participate in any Fixture until they have appeared before the General Purposes Tribunal and served in full any sanction imposed by the General Purposes Tribunal.

(e) A Mandatory Match Suspension incurred as a result of the accumulation of Yellow Cards pursuant to this section 17.2 must be served in accordance with section 15.6.

(f) Yellow Cards received during a Premiership Season that do not result in a Mandatory Match Suspension do not carry over into the Championship, Cup, FFA Cup, the next Premiership Season, any Tournaments or any other matches or competitions. Mandatory Match Suspensions incurred as a result of the accumulation of Yellow Cards will not, however, be cancelled.

**17.3 Accumulation of Yellow Cards - Championship**

(a) A Player who accumulates three (3) Yellow Cards in the NPL NSW Men's, NPL 2 NSW Men's, NPL 3 NSW Men's, NPL 4 NSW Men's, NPL Youth, NPL 2 Youth, NPL NSW Women's or NPL 2 NSW Women's, irrespective of the age-grade in which they are received, must serve a Mandatory Match Suspension of one (1) Fixture.

(b) The Mandatory Match Suspension must be served immediately and in the age-grade in which the third ($3^{rd}$) Yellow Card was received.

(c) A Player who accumulates two (2) Yellow Cards in the Girls' Conference League, Association Youth League, Futsal Premier League, Futsal Premier League 2 and AWD Championship irrespective of the age-grade in which they are received, must serve a Mandatory Match Suspension of one (1) Fixture.

(d) The Mandatory Match Suspension must be served immediately and in the age-grade in which the second ($2^{nd}$) Yellow Card was received.

(e) A Mandatory Match Suspension incurred as a result of the accumulation of Yellow Cards pursuant to this section 17.3 must be served in accordance with section 15.6.

(f) Yellow Cards received during a Championship that do not result in a Mandatory Match Suspension do not carry over into the next Premiership Season, Championship, Cup, FFA Cup, any Tournaments or any other matches or competitions. Mandatory Match Suspension incurred as a result of the accumulation of Yellow Cards will not, however, be cancelled.

**17.4 Accumulation of Yellow Cards - Cup**

(a) A Player who accumulates three (3) Yellow Cards in a Cup, irrespective of the age-grade in which they are received, must serve a Mandatory Match Suspension of one (1) Fixture.

(b) The Mandatory Fixture Suspension must be served immediately and in the age-grade in which the third (3rd) Yellow Card was received.

(c) A Mandatory Match Suspension incurred as a result of the accumulation of Yellow Cards pursuant to this section 17.4 must be served in accordance with section 15.6.

(d) Yellow Cards received during a Cup that do not result in a Mandatory Match Suspension do not carry over into the Premiership, Championship, FFA Cup, any Tournaments, the next Cup or any other matches or competitions. Mandatory Match Suspensions incurred as a result of the accumulation of Yellow Cards will not, however, be cancelled.

**17.5 Accumulation of Yellow Cards - Tournament**

(a) A Player who accumulates three (3) Yellow Cards in the group stage of a Tournament, irrespective of the age-grade in which they are received, must serve a Mandatory Match Suspension of one (1) Fixture.

(b) The Mandatory Match Suspension must be served immediately and in the age-grade in which the third (3rd) Yellow Card was received.

(c) A Player who accumulates two (2) Yellow Cards in the finals stage of a Tournament, irrespective of the age-grade in which they are received, must serve a Mandatory Match Suspension of one (1) Fixture. The Mandatory Match Suspension must be served immediately and in the age-grade in which the second (2nd) Yellow Card was received.

(d) A Mandatory Match Suspension incurred as a result of the accumulation of Yellow Cards pursuant to this section 17.5 must be served in accordance with section 15.6.

(e) Yellow Cards received during the group stage of a Tournament do not accumulate through to the finals stage of the Tournament.

(f) Yellow Cards received during a Tournament that do not result in Mandatory Match Fixture Suspension do not carry over into the Premiership, Championship, FFA Cup, Cup, the next Tournament or any other matches or competitions. Mandatory Match Suspensions incurred as a result of the accumulation of Yellow Cards will not, however, be cancelled.

**17.6 Red Card Offences**

(a) Subject to any Suspension issued by Football NSW or any Suspension or other sanction issued by a Body, a Player who receives a Red Card must immediately serve the Minimum Suspension attributable to the Send Off Code for that Red Card as set out in Schedule 3: Table of Offences, Table A and Table B.

(b) A Red Card may be issued by a Match Official during a Match against a Player who engages in any one of the following offences (also set out in Schedule 3: Table of Offences):

| Code | Description |
|---|---|
| **R1** | Serious foul play |
| **R2** | Violent conduct |
| **R3** | Spitting at an opponent or any other person |
| **R4** | Denying the opposing team a goal or an obvious goal-scoring opportunity by deliberately handling the ball (this does not apply to a goal-keeper within his own penalty area) |
| **R5** | Denying an obvious goal-scoring opportunity to an opponent moving towards the player's goal by an offence punishable by a free kick or a penalty kick |
| **R6** | Using offensive, insulting or abusive language and/or gestures |
| **R7** | Receiving a second caution in the same match OR receiving two Temporary Dismissals in the same match |

(c) A Player who receives a second Temporary Dismissal in the same Match will serve the Temporary Dismissal in that Match and then take no further part in it. That Player will not be issued with a Red Card by the Match Official but they will be deemed to have received an R7 for the purposes of these Regulations.

(d) If a Player receives an R7, the Player must serve a Mandatory Match Suspension of one (1) Fixture and the Club is responsible for ensuring the Player is immediately stood down for their next Fixture in accordance with section 15 (Serving of Suspensions) and for ensuring that the Player complies with any other directive imposed by the Executive.

(e) Football NSW is **not** obliged to issue a Notice of Suspension when a Player receives an R7.

(f) In accordance with section 15.8(e), Red Cards issued during an abandoned Match will be upheld regardless of whether the Match is replayed or not.

(g) A Participant who is issued with a Red Card or Expelled during a Match:

i. must proceed directly to the Participant's Club's designated dressing room in the first instance;

ii. must not, for the remainder of the Fixture, enter the Field of Play, its surrounds or the Technical Area or occupy the Players' race, if applicable;

iii. must not participate in any awards presentation or ceremony that takes place after the Match;

iv. must not, until one (1) hour after the conclusion of the Match, have contact with:

A. the Broadcast Partner or any other media where the purpose of such contact is for it to be electronically broadcast to the public, including (but not limited to) participating in any post-match press conference and participating in television or radio interviews (with the exception of the head coach who will be required to fulfil their media commitments at the conclusion of the Match); or

B. any Match Official involved in the Match.

v. may, if the venue facilitates it, be escorted to a suitable secure area within the venue to observe the remainder of the Match. Should the venue not provide access to such an area, it will be at the discretion of the Home Club to determine the most secure place for the Participant to be positioned for the remainder of the Match.

(h) In accordance with the Laws of the Game, Players and Team Officials must not use electronic communication systems during a Match. Football NSW may, in its absolute discretion, sanction a Club whose Players and Team Officials use electronic communication systems during a Match.

**17.7 Accumulation of Red Cards**

(a) A Player who accumulates the following Red Card infringements during the same playing season, regardless of the Competition or Club in which those Red Cards are received, will receive the following further sanction:

| Number of Red Cards accumulated: | Suspension | In addition: |
|---|---|---|
| **Two (2) during the same playing season** | The Suspension issued in respect of the 2nd Red Card plus a further Suspension of one (1) Fixture | N/A |
| **Three (3) during the same playing season** | The Suspension issued in respect of the 3rd Red Card plus a further Suspension of two (2) Fixtures | N/A |
| **Four (4) or more during the same playing season** | The Suspension issued in respect of the 4th Red Card plus a further Suspension of three (3) Fixtures | Referred to GPT for hearing and potential additional sanction. |

Notes: The further Suspension **cannot** be appealed. It must be served immediately after the Suspension issued in respect of the second or subsequent Red Card, in the same age-grade in which that Red Card was received and must otherwise be served in accordance with section 15.6. The defined term "Competition" is defined broadly in Schedule 1: Definitions and includes, but is not limited to, Trial Matches, the NPL Pre-Season Competition and the FFA Cup. The eleven-a-side football season and the futsal season are **not** considered the same playing season for the purposes of this section 17.7(a). Further, Trial Matches form part of the playing season that immediately follows them, for example, eleven-a-side Trial Matches played in November 2018 or March 2019 form part of the 2019 playing season.

**17.8 Club responsibility for recording accumulation of Yellow and Red Cards Offences**

(a) It is a Club's responsibility to keep accurate records of the Yellow and Red Cards received by its Players and Officials regardless of whether a Player or Official accumulated any Yellow or Red Cards while registered with a previous Club.

(b) It is a Club's responsibility to ensure that any Participant who has incurred a Fixture Suspension serves that Fixture Suspension in full.

(c) A Club in breach of this section 17.8 will be deemed to have committed Misconduct (section 16.4) and the Executive may, in its absolute discretion, take any relevant action against the Club pursuant to section 9.2 (Charges of Misconduct and Disrepute).

**17.9 Team Misconduct**

(a) Each Club must ensure that its Participants do not engage in Team Misconduct.

(b) Team Misconduct in relation to a Club is where, in a Match:

i. five (5) or more of its Participants are sanctioned during a Match (including Yellow Cards, Red Cards or Expulsions);

ii. three (3) or more of its Participants are issued with a Red Card or Expelled during a Match;

iii. its Players and/or Officials collectively show dissent towards a Match Official or collectively seek to intimidate, threaten or exert pressure on a Match Official to make or alter a decision in a Match; or

iv. its Participants engage in a Melee (Grade 1 or Grade 2) or brawl in a Match (regardless of whether or not it is possible to identify the instigators).

(c) Any Club which engages in Team Misconduct will be deemed to have committed Misconduct (section 16.4) and the Executive may, in its absolute discretion, take any relevant action against the Club pursuant to section 9.2 (Charges of Misconduct and Disrepute).

**17.10 Unregistered Players**

(a) Clubs must not field or list in team sheets unregistered Players, including individuals playing under false or assumed identities, in any Match. Unregistered Players include those Players who are not registered with FA, Football NSW or are not registered for a Competition.

(b) Any Club which fields or lists unregistered players will be deemed to have committed Misconduct (section 16.4) and the Executive may, in its absolute discretion, take any relevant action against the Club pursuant to section 9.2 (Charges of Misconduct and Disrepute).

**17.11 Ineligible Players**

(a) Clubs and Teams must not field or list in team sheets Ineligible Players in any Match.

(b) Any Club or Team which fields or lists Ineligible Players will be deemed to have committed Misconduct (section 16.4) and the Executive may, in its absolute discretion, take any relevant action against the Club or Team pursuant to section 9.2 (Charges of Misconduct and Disrepute).

**17.12 Team Officials and Club Officials**

(a) The Executive and Tribunals have the jurisdiction to issue Suspensions based on Match Official Send-Off/Expulsion Reports and Match Official Incident Reports against Team Officials and Club Officials in accordance with Schedule 3: Table of Offences.

(b) Subject to section 7.6, a Team Official or Club Official who has been Expelled from the Technical Area by a Match Official must immediately serve a Mandatory Match Suspension of one (1) Fixture in the next Premiership, Championship, Cup or FFA Cup Fixture, whichever occurs first, and which may be taken as being included in any additional Suspension issued by the Executive or a Tribunal and which may apply across all Football Related Activities depending on the severity of the Offence.

**17.13 Refusal to take the field of play and mass walk-offs**

Any Club which by the conduct of its Players, Team Officials, Club Officials or Spectators causes a Match to be terminated or abandoned as a result of refusing to take the field or as a result of a mass walk-off will be deemed to have committed Misconduct (section 16.4) and as a result Football NSW may, in its absolute discretion, take any action against the Participant or Club pursuant to section 9.2 (Charges of Misconduct and Disrepute).

## 18. SOCIAL MEDIA AND DETRIMENTAL PUBLIC COMMENT

(a) Without limiting the Football NSW Social Media Policy or FA Rules and Regulations, a Member must not make public or media comment (including via social media) which is detrimental to Football NSW, FA, their commercial partners or to the interests of the game.

(b) Without limitation, a Member will breach these Regulations and be deemed to be making comment detrimental to the interests of the game if, in making any public or media comment (including via social media), the Member:

i. denigrates or criticises Football NSW (including any of its staff and Board), FA or any of their commercial partners;

ii. denigrates or criticises another Member, whether in relation to incidents that have occurred in a Match/Fixture or otherwise;

iii. denigrates or criticises a Participant by inappropriately commenting on any aspect of their performance, abilities or characteristics;

iv. refers to the likely outcome of a matter being investigated by Football NSW or a matter or hearing before a Body;

v. criticises an ongoing Football NSW investigation or the outcome of a Football NSW investigation;

vi. criticises the decision of a Body;

vii. criticises a Body or any of its members; or

viii. criticises any evidence, submission or other comment made by any person in relation to a matter under investigation by Football NSW and/or during a hearing before a Body.

(c) Football NSW may, in its absolute discretion, deal with such matters pursuant to section 9.2 (Charges of Misconduct and Disrepute).

(d) Where there is evidence that a Member has made a public or media comment (including via social media) in breach of section 18(a) of these Regulations, the Football NSW Social Media Policy or the FA Rules and Regulations, that Member will be presumed to have made the comment and the onus will be on the Member to satisfy the Executive or the Tribunal, as the case may be, that the Member did not do so. For example, if the offending comment is made on the Member's social media account, that Member will be presumed to have posted the comment and the onus will be on that Member to satisfy the Executive or the Tribunal that the Member did not do so.

(e) Members are responsible for their own social media and email accounts and must ensure they keep the usernames and passwords by which they access their own social media and email accounts confidential and secure at all times. Members must ensure computers and mobile devices are not left unattended and/or without password protection.

## 19. SPECTATORS

(a) These Regulations, the Football NSW Terms of Admission Policy and the FA Spectator Code of Behaviour apply to all Spectators attending any Match or any training session conducted by or on behalf of a Club.

(b) Football NSW and Tribunals have jurisdiction to determine matters involving Spectators and to issue sanctions against:

i. Spectators;

ii. Players or Officials who are children or wards of any Spectator, in respect of the behavior of that Spectator; and

iii. Clubs, in respect of the behaviour of any Spectator.

(c) In the event of an alleged breach of these Regulations, the Football NSW Terms of Admission Policy and/or the FA Spectator Code of Behaviour, Football NSW may refer the matter to the General Purposes Tribunal pursuant to section 9.2 (Charges of Misconduct and Disrepute) and seek an appropriate sanction including, but not limited to, banning a Spectator from attending Matches or suspending a Player (who is the child of a Spectator) from participating in Matches.

(d) Any ban imposed by FA under the FA Rules and Regulations against a person may be endorsed and applied by Football NSW across all Matches and across all matches and competitions sanctioned or administered by Clubs, Centres, Association Members, Branches, Regional Associations and their clubs.

(e) Any ban imposed by a Member Federation, Club, Centre, Association Member, Summer Football Administrator, affiliated association or their clubs under their applicable rules and regulations may be endorsed and applied by Football NSW across all Matches and across all matches and competitions sanctioned or administered by Clubs, Centres, Summer Football Competition Administrators, Association Members, Branches, Regional Associations and their clubs.

(f) A Club is responsible, and liable, for the conduct and behaviour of its supporters, whether at home or away Matches.

(g) It is the Home Club's responsibility to ensure the Football NSW Terms of Admission Policy and the FA Spectator Code of Behaviour is implemented and enforced against all Spectators.

(h) An Away Club is liable for improper conduct among its own group of supporters. Supporters occupying the away sector of a stadium, ground or centre are regarded as the Away Club's supporters, unless proven to the contrary by the Away Club.

(i) A Club is responsible for ensuring that sanctions imposed on its Spectators are enforced and adhered to. Any Club which fails to do so will be deemed to have committed Misconduct (section 16.4) and the Executive may, in its absolute discretion, take any relevant action against the Club pursuant to section 9.2 (Charges of Misconduct and Disrepute).

## SCHEDULE 1: DEFINITIONS

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| **Additional Suspension** | means any Suspension in addition to a Mandatory Match Suspension. |
| **AFC** | means the Asian Football Confederation. |
| **Affected Party** | has the meaning given to it in section 13.4 of these Regulations. |
| **Amateur** | means any Player that is not a Professional. |
| **Appeals Tribunal Determination** | means a decision or Determination made by the Appeals Tribunal pursuant to section 10. |
| **Appeals Tribunal** | means the Body responsible for hearing and determining appeals pursuant to section 10. |
| **Application Fees** | means the applicable fees to appear before a General Purposes Tribunal or Appeal Tribunal as set out in Schedule 4: Application Fees. |
| **Association Member** | means for the purposes of these Regulations those associations admitted from time to time as association members of Football NSW under the Football NSW Constitution andHills Football Incorporated and other associations from time to time affiliated with Football NSW. |
| **Association Member Official** | means any person involved with the administration, management or organisation of an Association Member, Branch or Regional Association (whether paid, unpaid or honorary), including employees, contractors, directors, representatives and volunteers. |
| **Away Club** | means the Club not playing the Match at its home ground or appearing second on the fixture list in the event the Match is conducted at a neutral venue. |
| **Board** | means the directors of Football NSW appointed or elected from time to time in accordance with the Football NSW Constitution. |
| **Body** | means a body established under section 4 (Authority to Establish Committees and Tribunals) of these Regulations. |
| **Branch** | means each of Southern Branch, Western Branch and Riverina Branch. |
| **Broadcast Partner** | means the organisation(s) granted the rights by FA or Football NSW to broadcast live Matches. |
| **Centre** | means an entity which conducts futsal competitions and is affiliated with Football NSW. |
| **Championship** | means the final series of a Competition held at the completion of a Premiership in accordance with the Football NSW Rules and Regulations. |
| **Chairperson** | means a chairperson or vice-chairperson of a Tribunal appointed under section 5 (Membership of Bodies). |

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| **Claim** | means a claim by one Member against another Member(s) or a disagreement between Members but excludes contract disputes between Club Officials/Team Officials and Clubs. |
| **Club** | means any club registered with FA and/or Football NSW or admitted to participate in a Competition. A reference to a Club in these Regulations includes a Team where that Team is not affiliated to a Club. |
| **Club Official** | means any person involved with the administration, management or organisation of a Club, Centre, Referees Body or a club affiliated with an Association Member (whether paid, unpaid or honorary), including employees, contractors, directors, representatives and volunteers and includes a Team Official where that Team Official is not affiliated to a Club. |
| **Competition** | means any or all of the football matches, competitions, Premierships, Championships, Cups, Tournaments and events owned or conducted by Football NSW and including Trial Matches and the NPL Pre-Season Competition and the FFA Cup. |
| **Complaint** | means an allegation by a Member that the conduct of another Member(s) is in breach of FA Rules and Regulations, Football NSW Rules and Regulations or the rules and regulations of the other Member(s). |
| **Cup** | means a Competition in which Clubs/Teams compete in a series of knockout matches in accordance with the Football NSW Rules and Regulations and includes, but is not limited to, the Waratah Cup. |
| **Determination** | means a decision made by the Executive or a Body in accordance with these Regulations. |
| **Direct Red Card** | means a card issued to a Player for the commission of a Red Card Offence but excluding an R7 Red Card Offence. |
| **Disciplinary Committee** | means the Body responsible for making determinations pursuant to section 7. |
| **Disciplinary History** | means a Member's disciplinary/tribunal record as held by FA, Football NSW, a Member Federation or an Association Member. |
| **Disrepute** | has the meaning given to it under the FA Code of Conduct. |
| **Evidence** | has the meaning given to it in section 7.6(c) of these Regulations. |
| **Exceptional Circumstances** | means circumstances operating at the time of the Offence and relating to the commission of the Offence and not to the impact a sanction may have. The following are **not** Exceptional Circumstances:<br>i. the significance or importance to the Participant or their Club of the Match in which the Offence was committed;<br>ii. the significance or importance of any Match, Fixture or tournament in which the Participant will be ineligible to participate because of the imposition of a Suspension imposed within the range in Schedule 3: Table of Offences;<br>iii. the point in the Match at which the Offence was committed; |

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| | iv. the conduct, including actions, words or gestures of any Participant or Spectator during or related to the Match; and<br>v. any disciplinary decision taken or failure to take a disciplinary decision by a Match Official during the Match. |
| **Executive** | means the Chief Executive Officer of Football NSW or their nominee. |
| **Expel, Expelled and Expulsion** | means a Match Official directing a Team Official or Club Official from the Field of Play, its surrounds or the Technical Area. |
| **Expulsion Offence** | means an offence specified in Schedule 3: Table of Offences, Tables B and C committed by a Team Official or Club Official warranting or leading to their Expulsion. |
| **FA** | means Football Australia Limited, the governing body for football in Australia. |
| **FA Privacy Policy** | means the privacy policy of FA as amended from time to time. |
| **FA Rules and Regulations** | means the FA Statutes and any other rules, regulations, policies, procedures, codes of conduct and guidelines developed, promulgated and implemented by FA. |
| **FA Statutes** | means the statutes and any accompanying standing orders, by-laws and regulations governing football in Australia as promulgated by FA. |
| **Field of Play** | means the field of play and any perimeter area between the line markings of the pitch and the spectator area. |
| **FIFA** | means Federation Internationale de Football Association, its successor or assignee. |
| **Fixture** | means a meeting of Clubs as scheduled in all grades applicable. |
| **Fixture Suspension** | has the meaning given to it in section 15.4(a) of these Regulations. |
| **Football NSW** | means Football NSW Limited ACN 003 215 923 which is the governing body for football (including futsal) in the State. |
| **Football NSW Boys' Youth Competitions** | means the Football NSW National Premier Leagues NSW Youth competition and the Football NSW National Premier Leagues 2 NSW Youth competition. |
| **Football NSW By-Laws** | means the by-laws of Football NSW adopted on 2 December 2015 as amended from time to time. |
| **Football NSW Constitution** | means the constitution of Football NSW adopted on 31 March 2007 as amended from time to time. |
| **Football NSW Men's Competitions** | means the National Premier Leagues NSW Men's competition, the National Premier Leagues 2 NSW Men's competition, the National Premier Leagues 3 NSW Men's competition and the National Premier Leagues 4 NSW Men's competition. |
| **Football NSW Privacy Policy** | means the privacy policy of Football NSW adopted 20 August 2015. |

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| **Football NSW Representative Match** | means any match played by a Participant for a representative side controlled or administered by Football NSW. |
| **Football NSW Rules and Regulations** | mean any rules, regulations, by-laws, policies, procedures, directives, codes of conduct and guidelines developed, promulgated and implemented by Football NSW. |
| **Football Related Activity** | has the meaning given to it in section 15.5(e) of these Regulations. |
| **General Purposes Tribunal or GPT** | means the Body responsible for hearing and determining matters pursuant to section 9. |
| **General Purposes Tribunal Determination** | means a decision made by the General Purposes Tribunal pursuant to section 9. |
| **Grievance** | means either a Claim or Complaint, as the case requires, under section 9.3. |
| **Grievance Form** | means **Prescribed Form 11**, used for raising a Grievance against a Member under section 9.3. |
| **Home Club** | means the Club playing the Match at its home ground or appearing first on the fixture list in the event the Match is conducted at a neutral venue. |
| **Ineligible Player** | means a Player who is subject to a Suspension, is subject to a suspension issued by, or applicable under the rules and regulations of, FA, a Member Federation, a Club, Centre, an Association Member, an affiliated association or any of their clubs, any Player who is defined as "Ineligible" pursuant to the Football NSW Competition Regulations, a Player who is in breach of article 4.9 (Prohibition on Duel Registration) of the FA National Registration Regulations or any Player who is otherwise ineligible to participate in a Competition. |
| **Laws of the Game** | means the official laws of the game of football as promulgated by FIFA. |
| **Mandatory Match Suspension or MMS** | means the automatic suspension from participating in a Match that must be served in accordance with these Regulations. |
| **Match** | means a single meeting of two teams to play football in a Competition. |
| **Match Official** | means a referee, assistant referee, fourth official, assessor, match commissioner, any person in charge of safety or any other person appointed by FA, Football NSW, a Referees' Body, a Centre, a Club, an Association Member or its clubs to assume responsibility in connection with a fixture and/or match but does not include a Team Official or Club Official. |
| **Match Official Report** | means either a Match Official Send-Off/Expulsion Report (**Prescribed Form 02**) or a Match Official Incident Report (**Prescribed Form 03**). |
| **Match Official Send-Off/Expulsion Report (Prescribed Form 02)** | means a report prepared and submitted by a Match Official to Football NSW which sets out any Red Card Offences and Expulsion Offences that occurred during a Match. |

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| **Match Official Incident Report (Prescribed Form 03)** | means a report prepared and submitted by a Match Official to Football NSW which sets out any incidents which occurred prior to, during or after a Match. |
| **Maximum Suspension** | means the maximum suspension, if prescribed, for an Offence as set out in Schedule 3: Table of Offences. |
| **Melee (Grade 1)** | means a confrontation, altercation, use of threatening language/conduct and/or a heated exchange of words/gestures between three (3) or more persons who are either Players, Club Officials, Team Officials or Spectators whether on or off the Field of Play. |
| **Melee (Grade 2)** | means a violent clash, struggle and/or fight, between three (3) or more persons who are either Players, Club Officials, Team Officials or Spectators whether on or off the Field of Play, and where one (1) or more persons are either physically injured, or in Football NSW's reasonable opinion, are likely to have been physically injured, regardless of whether any such injury may be serious or otherwise. |
| **Member** | means for the purposes of these Regulations an Association Member, a Branch, a Regional Association, a Centre, a Club, a Team, a Referees Body or a Participant. |
| **Member Appeals Committee** | means the highest disciplinary or judicial body of a Branch, Association Member, Centre or Referees Body, as the case may be. |
| **Member Federation** | means a State, Territory or a regional association or federation that is a member or an interim member of FA from time to time. |
| **Minimum Sanction or Suspension** | means the minimum sanction or suspension, if prescribed, for an Offence as set out in Schedule 3: Table of Offences. |
| **Misconduct** | has the meaning given to it in section 16.4 of these Regulations. |
| **National Online Registration System** | means FA's national registration database. |
| **NPL Pre-Season Competition** | means Matches/Fixtures played prior to the commencement of the Premiership. |
| **Notice of Appeal** | means the relevant prescribed form submitted by a party to Football NSW wanting to appeal a decision of the Disciplinary Committee (**Prescribed Form 09**), the General Purposes Tribunal (**Prescribed Form 12**), a Member Appeals Committee (**Prescribed Form 13**) or a Centre or a Summer Football Competition Administrator (**Prescribed Form 15**). |
| **Notice of Charge** | means a notice issued by Football NSW setting out the charge(s) against a Member. |
| **Notice of Proceedings** | means a notice issued by Football NSW to parties and witnesses subject to a hearing setting out the time, date and location of the hearing. |
| **Notice of Response** | means **Prescribed Form 10** which must be submitted by a Member in response to a Notice of Charge. |

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| **Notice of Suspension** | means a notice issued by Football NSW to a Member setting out the Suspension determined pursuant to these Regulations. |
| **Obvious Error** | has the meaning given to it in section 7.6(d) of these Regulations. |
| **Offences** | means those offences set out in Schedule 3: Table of Offences |
| **Official** | means a Team Official, Club Official, Match Official or Association Member Official. |
| **Participant** | means a Player, Official, Spectator, an individual otherwise registered with FA to participate in football in the State or an individual issued with media accreditation by Football NSW. |
| **Player** | means any person who participates in a Match (irrespective of whether they are registered with FA, junior or senior or an Amateur or Professional). For the avoidance of doubt, a reference to a Player during a Match includes a substitute and a substituted player. |
| **Premiership** | means a Competition in which Clubs/Teams compete in a series of round robin Matches (both home and away) during a Season in accordance with the Football NSW Rules and Regulations. |
| **Professional** | means a Player employed by a Club to play football under a professional player contract in accordance with the FA Statutes or a player deemed to be professional by the Executive pursuant to the Football NSW Competition Regulations. |
| **Prohibited Items** | include, but are not limited to, flares, fireworks, explosives, smoke bombs, other flammable objects, loudhailers, weapons, illegal substances and instruments or anything that, in the opinion of Football NSW, adversely affects the image, reputation and goodwill of the Member, Football NSW or the game of football. |
| **Range at the Table of Offences or Range** | means, in relation to each Offence, the range bounded by the Minimum Suspension/Sanction prescribed in the Table of Offences and the Maximum Suspension/Sanction. |
| **Red Card** | means a card issued to a Player for the commission of a Red Card Offence. |
| **Red Card Offence** | means the commission by a Player of one of the sending-off offences set out in Schedule 3: Table of Offences, Table A and Table B. |
| **Referees Body** | means a body made up of Match Officials who provide services to Football NSW, Branch, an Association Member, a Regional Association or Centre. For the purposes of these Regulations, a Referees Body (whether or not as an entity in its own right) together with its members will be considered a Member of Football NSW. |
| **Regional Association** | means those associations admitted from time to time as members of a Branch. |
| **Regulations** | means these Football NSW Grievance and Disciplinary Regulations. |

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| **Season** | means from the commencement of a Competition to the conclusion of a Competition unless otherwise directed by Football NSW. |
| **Spectating** | means attendance at a stadium, venue, ground or Centre during any match, competition or training session sanctioned or administered by Football NSW, Clubs, Centres, Association Members, Branches, Regional Associations or their clubs. |
| **Spectator** | means a person in attendance at a stadium, venue, ground or Centre during any match, competition or training session sanctioned or administered by Football NSW, Clubs, Centres, Association Members, Branches, Regional Associations or their clubs. |
| **State** | means the state of New South Wales with the exception of the northern regions of NSW which are identified by FA as "Northern NSW". |
| **Summer Football Competition Administrator** | means an entity which conducts summer football competitions and is affiliated with Football NSW. |
| **Suspension** | means any suspension applicable under or issued pursuant to these Regulations including any suspension issued pursuant to section 14. |
| **Table of Offences** | mean the Offences as set out at Schedule 3 to these Regulations. |
| **Team** | means any team registered with FA and/or Football NSW, any team admitted by Football NSW to participate in a Competition or any team registered with a Centre. |
| **Team Official** | means any person involved with the management, preparation or participation of a Team (whether paid or unpaid), including the coaches, managers, medical staff, other support staff or any other person acting for or on behalf of a Team, Club, Branch, Centre, Association Member or its clubs. |
| **Technical Area** | means the area marked and designated in accordance with the FIFA Laws of the Game within which the coach, the substitute Players and the Team Officials must remain during a match. |
| **Temporary Dismissal or TD** | means an otherwise cautionable offence for dissent (by action or word) which, in lieu of a Yellow Card, is punished by an immediate suspension from participating in the next five minutes of the Match. Temporary Dismissals apply only in the following Competitions:<br>i. the National Premier Leagues NSW Boys' Youth competition<br>ii. the National Premier Leagues 2 NSW Boys' Youth competition;<br>iii. the Football NSW Association Youth League competition;<br>iv. the National Premier Leagues NSW Women's competition (U13s - U17s);<br>v. the National Premier Leagues 2 NSW Women's competition (U13s - U16s); and<br>vi. the Football NSW Girls' Conference League competition. |
| **Time Suspension** | has the meaning given to it in section 15.4(a) of these Regulations. |

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| **Total Payments** | means the gross salary (including superannuation but not match bonuses) a Player is entitled to receive under their employment contract with the Club for the period corresponding to the period when they are subject to suspension. |
| **Tournament** | means a Competition in which Clubs/Teams compete in a series of round robin and/or knockout matches in accordance with the Football NSW Rules and Regulations and includes, but is not limited to, the Football NSW State Titles. |
| **Trial Match** | means any match played by two Clubs/Teams which does not form part of a Competition, Premiership, Championship, Cup or other event or tournament but has been sanctioned by Football NSW. |
| **Tribunal** | means the General Purposes Tribunal or the Appeals Tribunal. |
| **Vexatious Claim** | means a Claim or Complaint instituted without sufficient grounds and serving or designed only to cause annoyance to another Member. |
| **Yellow Card** | means a caution of a Player by a Match Official for an infringement set out in section 17.1. |
| **Zone Council Member** | has the meaning given to it in the Football NSW Constitution**.** |

## SCHEDULE 2: PRESCRIBED FORMS AND EMAIL ADDRESSES

| Form No | Documents | Email Address |
|---|---|---|
| 01 | **Match Team Sheet** | matchreports@footballnsw.com.au |
| 02 | **Match Official Send-Off/Expulsion Report** | dc@footballnsw.com.au |
| 03 | **Match Official Incident Report** | dc@footballnsw.com.au |
| 04 | **Mistaken Identity - Written Statement by the Participant bringing the challenge – section 7.3** | dc@footballnsw.com.au |
| 05 | **Mistaken Identity - Written Statement by the Participant who committed the offence – section 7.3** | dc@footballnsw.com.au |
| 06 | **Mistaken Identity - Written Statement by the Club – section 7.3** | dc@footballnsw.com.au |
| 07 | **Notice of Appeal – Challenge on the basis of Mistaken Identity – section 7.4** | tribunal@footballnsw.com.au |
| 08 | **Challenge to the Disciplinary Committee (Red Card Offence) – section 8.2** | dc@footballnsw.com.au |
| 09 | **Notice of Appeal – Decision of the Disciplinary Committee (Red Card Offence) – section 8.3** | tribunal@footballnsw.com.au |
| 10 | **Notice of Response – section 9.2** | tribunal@footballnsw.com.au |
| 11 | **Grievance Form – section 9.3** | tribunal@footballnsw.com.au |
| 12 | **Notice of Appeal of a decision of a GPT – section 9.8** | tribunal@footballnsw.com.au |
| 13 | **Notice of Appeal of a decision of a Member Appeals Committee – section 10.6** | tribunal@footballnsw.com.au |
| 14 | **Witness Statement** | tribunal@footballnsw.com.au |
| 15 | **Notice of Appeal of decision of a Centre or Summer Football Competition Administrator – section 9.5** | tribunal@footballnsw.com.au |
| | **Any other matter relevant to these Regulations** | tribunal@footballnsw.com.au |

## SCHEDULE 3: TABLE OF OFFENCES

**Second or subsequent Offences: Where a Member has been found guilty of an Offence and then commits the same Offence on a second or subsequent occasion within two (2) years of the expiration of the Suspension issued in respect of the previous Offence, the second or subsequent Offence will be considered a Second or subsequent Offence for the purposes of sanctioning under Schedule 3 (except in the case of Offence Code 25 under Table C ("Letting off incendiary device(s) or fire(s)) where the relevant time period is within the same Season rather than withing two (2) years).**

## TABLE A: OFFENCES BY PLAYERS[1]

| OFFENCE CODE | | OFFENCE DESCRIPTION | GRADING GUIDELINES | INCIDENCE | PARTICIPANT SANCTION | |
|---|---|---|---|---|---|---|
| Red Card | GRADING | | | | SUSPENSION *(Minimum)* | SUSPENSION *(Maximum)* |
| R1 | 01-01 | **Serious foul play**<br>*(Typically, but not limited to, tackles or challenges on an opponent with the ball)* | Serious foul play tackle or challenge | *First* | MMS | 24 months |
| | 01-02 | | | *Second & subsequent* | MMS + 1 Fixture | |
| | 02-01 | | Attempting to gain possession of the ball using excessive force | *First* | MMS + 1 Fixture | 24 months |
| | 02-02 | | | *Second & subsequent* | MMS + 2 Fixtures | |
| | 03-01 | | Conduct that endangers the safety of an opponent in a contest for the ball or has the potential to cause injury | *First* | MMS + 2 Fixtures | 24 months |
| | 03-02 | | | *Second & subsequent* | MMS + 3 Fixtures | |
| | 04-01 | | Conduct causing minor injury | *First* | MMS +4 Fixtures | 24 months |
| | 04-02 | | | *Second & subsequent* | MMS + 5 Fixtures | |
| | 05-01 | | Conduct causing serious injury | *First* | MMS + 6 Fixtures | 24 months |
| | 05-02 | | | *Second & subsequent* | MMS + 10 Fixtures | |
| R2 | 01-01 | **Violent conduct**<br>*(Typically, but not limited to, the use or attempted use of excessive force against an opponent when not challenging for the ball, or against a teammate, Club Official, Team Official, Match Official or Spectator)* | Excessive force | *First* | MMS | 24 months |
| | 01-02 | | | *Second & subsequent* | MMS + 1 Fixture | |
| | 02-01 | | Violent conduct | *First* | MMS + 3 Fixtures | 24 months |
| | 02-02 | | | *Second & subsequent* | MMS + 5 Fixtures | |
| | 03-01 | | Serious and/or premeditated violent conduct | *First* | MMS + 6 Fixtures | 24 months |
| | 03-02 | | | *Second & subsequent* | MMS + 8 Fixtures | |
| | 04-01 | | Serious violent conduct that has caused bodily harm or responsibility for a Melee (Grade 2) | *First* | MMS + 12 Fixtures | 24 months |
| | 04-02 | | | *Second & subsequent* | MMS + 20 Fixtures | |

| | | | | | | |
|---|---|---|---|---|---|---|
| R3 | 01-01 | **Spitting at an opponent or any other person** | Causing spittle to land on an opponent or any other person (e.g. by "blowing a raspberry") | *First* | MMS + 4 Fixtures | 24 months |
| | 01-01 | | | *Second & subsequent* | MMS + 8 Fixtures | |
| | 02-01 | | Spitting at or towards an opponent or any other person | *First* | MMS + 4 Fixtures | 24 months |
| | 01-02 | | | *Second & subsequent* | MMS + 8 Fixtures | |
| | 02-01 | | Spitting on an opponent or any other person | *First* | MMS + 8 Fixtures | 24 months |
| | 02-02 | | | *Second & subsequent* | MMS + 16 Fixtures | |
| R4 | 01-01 | **Denying goal scoring opportunity** | Denying the opposing team a goal or an obvious goal-scoring opportunity by deliberately handling the ball (except a goalkeeper within their penalty area) | *First* | MMS | MMS |
| | 01-02 | | | *Second & subsequent* | MMS | |
| R5 | 01-01 | **Denying goal scoring opportunity** | Denying an obvious goal-scoring opportunity to an opponent moving towards the opponent's goal by an offence punishable by a free kick | *First* | MMS | MMS |
| | 01-02 | | | *Second & subsequent* | MMS | |
| R6 | 01-01 | **Offensive, insulting, abusive or intimidating language and/or gestures** | Using offensive, insulting or abusive language and/or gestures in frustration | *First* | MMS | 24 months |
| | 01-02 | | | *Second & subsequent* | MMS + 1 Fixture | |
| | 02-01 | | Using offensive, insulting or abusive language and/or gestures directed at or towards another person | *First* | MMS + 1 Fixtures | 24 months |
| | 02-02 | | | *Second & subsequent* | MMS + 3 Fixtures | |
| | 03-01 | | Incitement to violence, or repeated use of offensive language and/or gestures directed at or towards another person | *First* | MMS + 4 Fixtures | 24 months |
| | 03-02 | | | *Second & subsequent* | MMS + 8 Fixtures | |
| | 04-01 | | Threatening or intimidating language and/or conduct directed at or towards another person | *First* | MMS + 4 Fixtures | 24 months |
| | 04-02 | | | *Second & subsequent* | MMS + 8 Fixtures | |
| | 05-01 | | Use of discriminatory, homophobic, racist, religious, ethnic or sexist language and/or gestures | *First* | MMS + 6 Fixtures | 24 months |
| | 05-02 | | | *Second & subsequent* | MMS + 14 Fixtures | |
| | 06-01 | | Threat of physical violence directed at or towards another person or their family or property | *First* | MMS + 8 Fixtures | 24 months |
| | 06-02 | | | *Second & subsequent* | MMS + 16 Fixtures | |
| R7 | 01-01 | **Second caution or receiving two Temporary Dismissals in the same match** | Second Yellow Card in a Match | *First* | MMS | MMS |
| | 01-02 | | | *Second & subsequent* | MMS | |

[1] **Where the Offence giving rise to the Red Card was committed against a Match Official, the applicable Minimum and Maximum Suspensions are those set out in Table B.**

[2] **A Suspension greater than the applicable Maximum Suspension may be imposed by the Executive or a Body only in Exceptional Circumstances that must be detailed in the Determination.**

## TABLE B: OFFENCES BY PARTICIPANTS AGAINST MATCH OFFICIALS*

| OFFENCE CODE | OFFENCE DESCRIPTION | INCIDENCE | PARTICIPANT SANCTION | |
|---|---|---|---|---|
| | | | SUSPENSION *(Minimum)* | SUSPENSION *(Maximum)* |
| 01-01 | Fail to abide by or comply with a direction of a Match Official | *First* | MMS | 24 months |
| 01-02 | | *Second & subsequent* | MMS + 1 Fixture | |
| 02-01 | Disputing a decision of a Match Official, dissent or unsportsmanlike/unprofessional behaviour *[R6 for Players]* | *First* | MMS | 24 months |
| 02-02 | | *Second & subsequent* | MMS + 1 Fixture | |
| 03-01 | Using offensive, insulting or abusive language or gestures in frustration *[R6 for Players]* | *First* | MMS | 24 months |
| 03-02 | | *Second & subsequent* | MMS + 1 Fixture | |
| 04-01 | Use offensive, insulting or abusive language and/or gestures (isolated incident) *[R6 for Players]* | *First* | MMS + 2 Fixtures | 24 months |
| 04-02 | | *Second & subsequent* | MMS + 4 Fixtures | |
| 05-01 | Use offensive, insulting or abusive language and/or gestures (repeated and/or excessive conduct) *[R6 for Players]* | *First* | MMS + 4 Fixtures | 24 months |
| 05-02 | | *Second & subsequent* | MMS + 6 Fixtures | |
| 06-01 | Indecent gestures *[R6 for Players]* | *First* | MMS + 6 Fixtures | 24 months |
| 06-02 | | *Second & subsequent* | MMS + 10 Fixtures | |
| 07-01 | Provocation or incitement of hatred or violence *[R6 for Players]* | *First* | MMS + 8 Fixtures | 24 months |
| 07-02 | | *Second & subsequent* | MMS + 12 Fixtures | |
| 08-01 | Use of discriminatory, homophobic, racist, religious, ethnic or sexist language and/or gestures *[R6 for Players]* | *First* | MMS + 10 Fixtures | 24 months |
| 08-02 | | *Second & subsequent* | MMS + 12 Fixtures | |
| 09-01 | Threatening or intimidating language or conduct towards a Match Official *[R6 for players]* | *First* | MMS + 11 Fixtures | 24 months |
| 09-02 | | *Second & subsequent* | MMS + 15 Fixtures | |
| 10-01 | Threat of physical violence towards a Match Official or his/her family or property *[R6 for Players]* | *First* | 12 months | 24 months |
| 10-02 | | *Second & subsequent* | 2 years | |

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|---|---|---|---|---|
| 11-01 | Inappropriate contact with a Match Official *[R2 for Players]* | *First* | MMS + 1 Fixtures | 24 months |
| 11-02 | | *Second & subsequent* | MMS + 2 Fixtures | |
| 12-01 | Pushing a Match Official *[R2 for Players]* | *First* | 12 months | Life |
| 12-02 | | *Second & subsequent* | 2 years | |
| 13-01 | Tripping a Match Official *[R2 for Players]* | *First* | 12 months | Life |
| 13-02 | | *Second & subsequent* | 2 years | |
| 14-01 | Striking a Match Official with a ball or other object *[R2 for Players]* | *First* | 12 months | Life |
| 14-02 | | *Second & subsequent* | 2 years | |
| 15-01 | Punching, kicking, elbowing or striking a Match Official *[R2 for Players]* | *First* | 2 years | Life |
| 15-02 | | *Second & subsequent* | 4 years | |
| 16-01 | Spitting at or towards a Match Official *[R3 for Players]* | *First* | 12 months | Life |
| 16-02 | | *Second & subsequent* | 2 years | |
| 17-01 | Spitting on a Match Official *[R3 for Players]* | *First* | 2 years | Life |
| 17-02 | | *Second & subsequent* | 4 years | |

**[*] In respect of Players, Column 2 also references the relevant sending-off offences R1 to R6 under the FIFA Laws of the Game**

**[1] A Suspension greater than the applicable Maximum Suspension may be imposed by the Executive or a Body only in Exceptional Circumstances that must be detailed in the Determination.**

## TABLE C: OTHER OFFENCES BY MEMBERS*

| OFFENCE CODE | OFFENCE DESCRIPTION | INCIDENCE | PARTICIPANT SANCTION | | CLUB SANCTION | |
|---|---|---|---|---|---|---|
| | | | SUSPENSION *(Minimum)* | SUSPENSION *(Maximum)* | FINE $ *(Minimum)* | OTHER *(Minimum)* |
| 01-01 | Unauthorised entry onto the Field of Play | *First* | 1 Fixture | 24 months | Such penalty as the Executive or the Tribunal determines (if any) | |
| 01-02 | | *Second & subsequent* | 2 Fixtures | | | |
| 02-01 | Failure to abide by or comply with a reasonable direction of an Official (other than a Match Official) or Football NSW employee or representative in relation to conduct and/or behaviour at a Match | *First* | 1 Fixture | 24 months | Such penalty as the Executive or the Tribunal determines (if any) | |
| 02-02 | | *Second & subsequent* | 2 Fixtures | | | |
| 03-01 | Unsportsmanlike or unprofessional behaviour | *First* | 2 Fixtures | 24 months | Such penalty as the Executive or the Tribunal determines (if any) | |
| 03-02 | | *Second & subsequent* | 4 Fixtures / 1 month | | | |
| 04-01 | Failure to provide a safe environment for Participants or to maintain public order at a Match | *First* | 4 Fixtures / 1 month | 24 months | $500 | Such penalty as the Executive or the Tribunal determines (if any) |
| 04-02 | | *Second & subsequent* | 8 Fixtures / 2 months | | $1,000 | Such penalty as the Executive or the Tribunal determines (if any- |
| 05-01 | Failure to provide identifying details of an individual when reasonably requested to do so by a Match Official or Football NSW employee or representative | *First* | 1 Fixture | 24 months | $500 | Such penalty as the Executive or the Tribunal determines (if any) |
| 05-02 | | *Second & subsequent* | 2 Fixtures | | $1,000 | Such penalty as the Executive or the Tribunal determines (if any) |
| 06-01 | Use offensive, insulting or abusive language and/or gestures (isolated incident) | *First* | 2 Fixtures | 24 months | Such penalty as the Executive or the Tribunal determines (if any) | |
| 06-02 | | *Second & subsequent* | 4 Fixtures / 1 month | | | |
| 07-01 | Use offensive, insulting or abusive language and/or gestures (repeated and/or excessive conduct) | *First* | 4 Fixtures / 1 month | 24 months | Such penalty as the Executive or the Tribunal determines (if any) | |
| 07-02 | | *Second & subsequent* | 8 Fixtures / 2 months | | | |
| 08-01 | Indecent gestures | *First* | 4 Fixtures / 1 month | 24 months | Such penalty as the Executive or the Tribunal determines (if any) | |
| 08-02 | | *Second & subsequent* | 8 Fixtures / 2 months | | | |
| 09-01 | Provocation or incitement of hatred or violence | *First* | 8 Fixtures / 2 months | 24 months | Such penalty as the Executive or the Tribunal determines (if any) | |
| 09-02 | | *Second & subsequent* | 12 Fixtures / 3 months | | | |
| 10-01 | Use of discriminatory, homophobic, racist, religious, ethnic or sexist language and/or gestures | *First* | 8 Fixtures / 2 months | 24 months | $500 | Such penalty as the Executive or the Tribunal determines (if any) |
| 10-02 | | *Second & subsequent* | 12 Fixtures / 3 months | | $1,000 | |
| 11-01 | Participating in a Melee (Grade 1) | *First* | 4 Fixtures / 1 month | 24 months | $500 | Such penalty as the Executive or the Tribunal determines (if any) |
| 11-02 | | *Second & subsequent* | 12 Fixtures / 3 months | | $1,000 | |
| 12-01 | Instigator of a Melee (Grade 1) | *First* | 8 Fixtures / 2 months | 24 months | $1,000 | Such penalty as the Executive or the Tribunal determines (if any) |
| 12-02 | | *Second & subsequent* | 16 Fixtures / 4 months | | $2,000 | |
| 13-01 | Participating in a Melee (Grade 2) | *First* | 12 Fixtures / 3 months | Life | $1,000 | Such penalty as the Executive or the Tribunal determines (if any) |
| 13-02 | | *Second & subsequent* | 20 Fixtures / 5 months | | $2,000 | |

| OFFENCE CODE | OFFENCE DESCRIPTION | INCIDENCE | PARTICIPANT SANCTION | | CLUB SANCTION | |
|---|---|---|---|---|---|---|
| | | | SUSPENSION *(Minimum)* | SUSPENSION *(Maximum)* | FINE $ *(Minimum)* | OTHER *(Minimum)* |
| 14-01 | Instigator of a Melee (Grade 2) | *First* | 16 Fixtures / 4 months | Life | $1,500 | Loss of 3 competition points |
| 14-02 | | *Second & subsequent* | 32 Fixtures / 8 months | | $3,000 | Loss of 6 competition points |
| 15-01 | Assault/striking | *First* | 8 Fixtures / 2 months | Life | $1,000 | Such penalty as the Executive or the Tribunal determines (if any) |
| 15-02 | | *Second & subsequent* | 16 Fixtures / 4 months | | $2,000 | |
| 16-01 | Violent conduct | *First* | 12 Fixtures / 3 months | Life | $1,000 | Such penalty as the Executive or the Tribunal determines (if any) |
| 16-02 | | *Second & subsequent* | 24 Fixtures / 6 months | | $2,000 | |
| 17-01 | Serious violent conduct (including, but not limited to, spitting at or on a Player, Spectator, Club Official, Team Official or Football NSW employee or representative) | *First* | 12 months | Life | $1,500 | Loss of 3 competition points |
| 17-02 | | *Second & subsequent* | 2 years | | $3,000 | Loss of 6 competition points |
| 18-01 | Damaging property/equipment | *First* | 2 Fixtures | 24 months | $500 | Cost of repair/replace property & equipment |
| 18-02 | | *Second & subsequent* | 8 Fixtures / 2 months | | $1,000 | Cost of repair/replace property & equipment |
| 19-01 | Contempt against a Body | *First* | 4 Fixtures / 1 month | 5 years | Such penalty as the Executive or the Tribunal determines (if any) | |
| 19-02 | | *Second & subsequent* | 8 Fixtures / 2 months | | | |
| 20-01 | Breach of the prohibition on dual registration (as per article 4.10 of the FA National Registration Regulations) | *First* | 8 Fixtures / 2 months | 24 months | $1,000 | Loss of 3 competition points |
| 20-02 | | *Second & subsequent* | 12 Fixtures / 3 months | | $1,500 | Loss of 6 competition points |
| 21-01 | Breach of Football NSW Rules and Regulations or FA National Registration Regulations relating to registration (other than dual registration) and/or competitions | *First* | Any penalty or sanction prescribed by the relevant rules and regulations and, if none, such penalty as the Executive or the Tribunal determines | | Any penalty or sanction prescribed by the relevant rules and regulations and, if none, such penalty as the Executive or the Tribunal determines | |
| 21-02 | | *Second & subsequent* | | | | |
| 22-01 | Possessing a Prohibited Item at a Match, Fixture or Football NSW event | *First* | 2 years | Life | $1,000 | N/A |
| 22-02 | | *Second & subsequent* | 5 years | | $5,000 | Loss of 3 competition points |
| 23-01 | Throwing missiles including, but not limited to, on to the Field of Play or at other Spectators | *First* | 2 years | Life | $1,500 | Loss of 3 competition points |
| 23-02 | | *Second & subsequent* | 5 years | | $3,000 | Loss of 6 competition points |
| 24-01 | Bring in to (or attempting to bring into) a stadium, venue, ground or centre national or political flags or emblems (except for the recognised national flags of any of the competing teams) or insulting, offensive, inappropriate, religious or political banners or slogans, whether written in English or a foreign language | *First* | 2 years | Life | $1,000 | Loss of 3 competition points |
| 24-02 | | *Second & subsequent* | 5 years | | $2,000 | Loss of 6 competition points |
| 25-01 | Letting off incendiary device(s) or fire(s) | *First* | 2 years | Life | Perpetrator successfully prosecuted = Warning<br>Perpetrator not successfully prosecuted = $500 fine | |
| 25-02 | | *Second* | 5 years | | Perpetrator successfully prosecuted = $500 fine<br>Perpetrator not successfully prosecuted = $1,000 fine | |
| 25-03 | | *Third & subsequent* | 5 years | | Perpetrator successfully prosecuted = $1,000 fine + loss of 3 competition points<br>Perpetrator not successfully prosecuted = $2,000 fine + loss of 3 competition points | |
| 26-01 | Group of Spectators uttering insulting words or sounds | *First* | 6 months | 5 years | $1,000 | N/A |
| 26-02 | | *Second & subsequent* | 12 months | | $2,000 | N/A |

| OFFENCE CODE | OFFENCE DESCRIPTION | INCIDENCE | PARTICIPANT SANCTION | | CLUB SANCTION | |
|---|---|---|---|---|---|---|
| | | | SUSPENSION *(Minimum)* | SUSPENSION *(Maximum)* | FINE $ *(Minimum)* | OTHER *(Minimum)* |
| 27-01 | Breach of a Suspension, Notice of Suspension or Determination | *First* | Such penalty as the Executive or the Tribunal determines but no less than what is prescribed in the Football NSW Competition Regulations | | Such penalty as the Executive or the Tribunal determines | |
| 27-02 | | *Second & subsequent* | | | | |
| 28-01 | Betting, match-fixing or corruption (as per clause 4 of the FA Code of Conduct) | *First* | Such penalty as the Executive or the Tribunal determines | Such penalty as the Executive or the Tribunal determines | Such penalty as the Executive or the Tribunal determines (if any) | |
| 28-02 | | *Second & subsequent* | | | | |
| 29-01 | Breach of the FNSW Privacy Policy, the FA Privacy Policy or any privacy policy applicable to a Member's collection, use and disclosure of personal information | *First* | Such penalty as the Executive or the Tribunal determines | Such penalty as the Executive or the Tribunal determines | Such penalty as the Executive or the Tribunal determines (if any) | |
| 29-02 | | *Second & subsequent* | | | | |
| 30-01 | Bringing the game into Disrepute (section 16.4(f) and/or 16.4(g)) | *First* | Such penalty as the Executive or the Tribunal determines | Such penalty as the Executive or the Tribunal determines | Such penalty as the Executive or the Tribunal determines (if any) | |
| 30-02 | | *Second & subsequent* | | | | |
| 31-01 | Detrimental Public Comment (including Media and Social Media)<br><br>*Including but not limited to, comments that:*<br>*i denigrate or criticise Football NSW (including any of its staff and Board), FA or any of their commercial partners;*<br>*ii denigrate or criticise another Member, whether in relation to incidents that have occurred in a Match/Fixture or otherwise;*<br>*iii denigrate or criticise a Participant by inappropriately commenting on any aspect of their performance, abilities or characteristics;*<br>*iv refer to the likely outcome of a matter being investigated by Football NSW or a matter or hearing before a Body;*<br>*v criticise the outcome of a Football NSW investigation;*<br>*vi criticise the decision of a Body;*<br>*vii criticise a Body or any of its members; or*<br>*viii criticise any evidence, submission or other comment made by any person at or in relation to a matter or hearing before a Body* | *First* | 8 Fixtures / 2 months | Such penalty as the Executive or the Tribunal determines | $1,000 | Such penalty as the Executive or the Tribunal determines (if any) |
| 31-02 | | *Second & subsequent* | 16 Fixtures / 4 months | | $2,000 | |
| 32-01 | Other action or behaviour in breach the FA Code of Conduct, the FA National Registration Regulations, the FA Spectator Code of Behaviour and/or the FA National Member Protection Policy not identified elsewhere in this Table | *First* | Such penalty as the Executive or the Tribunal determines | Such penalty as the Executive or the Tribunal determines | Such penalty as the Executive or the Tribunal determines (if any) | |
| 32-02 | | *Second & subsequent* | | | | |
| 33-01 | Threatening or intimidating language or conduct towards an individual | *First* | MMS + 7 Fixtures | 24 months | Such penalty as the Executive or the Tribunal determines (if any) | |
| 33-02 | | *Second & subsequent* | MMS + 10 Fixtures | | | |
| 34-01 | Threat of physical violence towards an individual or their family or property | *First* | 6 months | 24 months | Such penalty as the Executive or the Tribunal determines (if any) | |
| 34-02 | | *Second & subsequent* | 12 months | | | |
| 35-01 | Participant or Member failing to provide or providing false/misleading information to Football NSW or a Body | *First* | Such penalty as the Executive or the Tribunal determines | Such penalty as the Executive or the Tribunal determines | Such penalty as the Executive or the Tribunal determines (if any) | |
| 35-02 | | *Second & subsequent* | | | | |
| 36-01 | Interfering with, or delaying the restart of, play | *First* | 1 Fixture | 24 months | Such penalty as the Executive or the Tribunal determines (if any) | |
| 36-02 | | *Second & subsequent* | 2 Fixtures | | | |
| 37-01 | Failure to comply with section 17.6(g) of these Regulations (restrictions imposed on Participants after receiving a Red Card or being Expelled during a Match). Any sanction applied is in addition to the sanction issued in respect of the Red Card Offence or the Expulsion Offence. | *First* | 1 Fixture | 24 months | Such penalty as the Executive or the Tribunal determines (if any) | |
| 37-02 | | *Second & subsequent* | 2 Fixtures | | | |

| OFFENCE CODE | OFFENCE DESCRIPTION | INCIDENCE | PARTICIPANT SANCTION | | CLUB SANCTION | |
|---|---|---|---|---|---|---|
| | | | SUSPENSION *(Minimum)* | SUSPENSION *(Maximum)* | FINE $ *(Minimum)* | OTHER *(Minimum)* |
| 38-01 | Inappropriate goal celebration[&] | *First* | 5 Fixtures (if Red Card issued) | 24 months | $1,500 | Such penalty as the Executive or the Tribunal determines (if any) |
| 38-02 | | *Second & subsequent* | 8 Fixtures (if Red Card issued) | 24 months | $5,000 | Such penalty as the Executive or the Tribunal determines (if any) |
| 39-01 | Illegal Training Activities | *First* | Warning | 24 months | Warning | |
| 39-02 | | *Second & subsequent* | 2 Fixtures | | $1,000 fine | |

**[*] The offences set out in Tables B and C are not intended to be exhaustive and the Executive may bring any charge pursuant to section 16.4 against a Member.**

**[#] Table C sets out the Minimum and Maximum Sanctions that may be imposed by the Executive or a Tribunal for the offences set out in that Table. The Executive or a Tribunal may impose any of the other sanctions set out in Table D in addition to a Suspension or Sanction. For example, a Player who receives a four (4) Fixture Suspension for using offensive, insulting or abusive language and/or gestures towards a Match Official may also be required to successfully complete a referee's course and be required to officiate a number of Matches.**

**^A Member is presumed to have known that a person was a Match Official (regardless of that person's attire or regardless of whether that person identified themselves as a Match Official to the Member) unless that Member satisfies the Executive or Body, as the case may be, otherwise.**

**[&]Refer to Memo issued by Football NSW in relation Inappropriate goal celebrations dated 7 June 2019.**

## TABLE D: SANCTIONS IMPOSED BY A BODY OR THE EXECUTIVE

| Number | Type of sanction, order or measure |
|---|---|
| **1** | a warning, caution or reprimand |
| **2** | a suspended sanction but subject to section 13.12 |
| **3** | a fine, bond or costs |
| **4** | a deduction or loss of competition points or a ban on accruing competition points for a specified period of time or number of Matches or Fixtures |
| **5** | a ban on the registration or transfer of Players for a specified period of time |
| **6** | ban on registration of Participant with any Club for a specified period of time |
| **7** | replaying of a Match |
| **8** | termination of registration or playing contract |
| **9** | annulment of registration of a Participant |
| **10** | suspension from participation in a Match, Fixture, |
| **11** | exclusion, suspension or expulsion from a Competition, Event, Tournament or Competition |
| **12** | a ban on playing in a particular stadium, venue, ground or centre |
| **13** | full or partial closure of a stadium, venue, ground or centre |
| **14** | order to play a Match without spectators or on neutral territory |
| **15** | annulment of the result of any Match or forfeiture of any Match |
| **16** | relegation to a lower division |
| **17** | the return of an award |
| **18** | a ban from the dressing rooms and/or the substitutes' bench |
| **19** | a ban from entering any stadium, venue, ground or centre |
| **20** | a ban on taking part in any or all Football Related Activity |
| **21** | the cost to Football NSW of providing security at a stadium, venue, ground or centre for a specified period of time or number of Matches or Fixtures |
| **22** | the successful completion of a referee's course and/or the requirement to officiate a number of matches |
| **23** | the compulsory attendance at a course(s) of education or rehabilitation (for example, an anger management course) |

| | |
|---|---|
| **24** | order to repair, or pay the cost of the repair (or replacement), of property or equipment |
| **25** | such other disciplinary sanctions or measures as are appropriate in all the circumstances, including as prescribed in the FIFA Statutes, FA Rules and Regulations and Football NSW Rules and Regulations. |

## SCHEDULE 4: APPLICATION FEES

**Administrative (Section 7.3)**

| Nature of matter | Fee |
|---|---|
| Challenge on the basis of mistaken identity (section 7.3) | Nil |

**Disciplinary Committee (Section 8.2)**

| Nature of matter | Fee |
|---|---|
| Challenging a Notice of Suspension (Red Card Offence) (section 8.2) | $250 |

**General Purposes Tribunal (Section 9)**

| Nature of matter | Fee |
|---|---|
| Referral of a matter to one of the following (section 9.2): | |
| 1. Mini GPT | $300 |
| 2. Full GPT | $430 |
| Lodgment of a Grievance (section 9.3) | $500 |
| Appeal from a decision of a Centre or Summer Football Competition Administrator (section 9.5) | $500 |

**Appeals Tribunal (Section 10)**

| Nature of matter | Fee |
|---|---|
| Appeal against decision in respect of a challenge (mistaken identity) (section 7.4) | $500 |
| Appeal from a decision of the Disciplinary Committee (Red Card Offence) (section 8.3) | $750 |
| Appeal from any decision of the General Purposes Tribunal (section 9.8) | $750 |
| Appeal against a decision of a Member Appeals Committee (section 10.6) | $500 |

**PAYMENT IS TO BE MADE BY ELECTRONIC TRANSFER INTO THE BANK ACCOUNT SET OUT BELOW AND A COPY OF THE PROOF OF TRANSFER IS TO BE EMAILED TO FOOTBALL NSW ALONG WITH THE RELEVANT PRESCRIBED FORM:**

Football NSW Limited
National Australia Bank Limited
BSB: 082-356
ACCOUNT No: 14-055-1058
Please type the Participant's or Club's name or the Tribunal reference number as the reference when making the transfer

**Please note** - invoices will not be issued by Football NSW prior to payment of the fees in this Schedule 4.