



## JUDICIAL BODIES BY-LAW

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## 1. STATUS

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- 1.1 This Judicial Bodies By-law is made by the Directors under the powers conferred on them by the Constitution. It is to be known as the Judicial Bodies By-Law.
- 1.2 This Judicial Bodies By-Law comes into effect on 11 November 2015 and remains in effect until amended, repealed or replaced by the Directors.

## 2. INTERPRETATION

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- 2.1 Any capitalised terms used in this Judicial Bodies By-Law that are not defined in clause 3.1 below have the meaning prescribed in the Constitution.
- 2.2 This Judicial Bodies By-Law must be interpreted in accordance with articles 43.2, 43.3, 43.4 and 43.5 of the Constitution.

## 3. DEFINITIONS

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- 3.1 In this Judicial Bodies By-Law:

**A-League** means the senior men's national competition staged in Australia and New Zealand by FFA, known as the Hyundai A-League competition or such other name as notified by FFA from time to time.

**A-League Club** means a football club licensed by FFA to enter a team into the A-League.

**A-League Disciplinary Regulations** means the specific regulations that govern the conduct of the A-League and disciplinary matters arising from the A-League.

**Administrator** means the person appointed by FFA in accordance with clause 9.1 from time to time to administer this Judicial Bodies By-Law.

**Appeal Committee** has the meaning given under the Constitution and constituted pursuant to clause 7 of this Judicial Bodies By-Law.

**Appellant** has the meaning given in clause 23.3.

**Appellee** has the meaning given in clause 23.3.

**Applicant** has the meaning given in clause 10.2.

**Application Form** means the prescribed form:

- (a) a party must use to apply for determination of a Disciplinary Dispute;
- (b) a party must use to appeal a Determination of a Panel; and
- (c) FFA must use to join any proceedings in accordance with clause 4.5,

in the form as attached in Annexure A or as prescribed by an FFA Statute from time to time.

**Business Day** means a day when the offices of FFA are ordinarily open for business.

**Chair** means the Committee Member appointed by FFA to chair the Disciplinary and Ethics Committee or the Appeal Committee in accordance with this Judicial Bodies By-Law.

**Committee Member** means a member of the Disciplinary and Ethics Committee or the Appeal Committee appointed by FFA from time to time.

**Deputy Chair** means the Committee Member appointed by FFA to be the deputy chair of the Disciplinary and Ethics Committee or the Appeal Committee in accordance with this Judicial Bodies By-Law.

**Determination** means a determination of a:

- (a) Disciplinary Dispute or a Disciplinary Matter by the Panel of the Disciplinary and Ethics Committee or the Appeal Committee, as applicable; or
- (b) State Body Member Appeal by the Panel of the Appeal Committee,

to be in the form and having the content prescribed in clause 17.

**Disciplinary and Ethics Committee** has the meaning given to it under the Constitution and constituted pursuant to clause 5 of this Judicial Bodies By-Law.

**Disciplinary Matter** means a matter referred for determination to the Disciplinary and Ethics Committee pursuant to the:

- (a) A-League Disciplinary Regulations;
- (b) W-League Disciplinary Regulations;
- (c) National Youth League Disciplinary Regulations;
- (d) FFA Cup Disciplinary Regulations; or
- (e) National Premier Leagues Finals Series Disciplinary Regulations.

**Disciplinary Dispute** means, with the exception of one arising under the National Anti-Doping Policy, a dispute between:

- (a) FFA and a Constituent in relation to a decision made by FFA, or sanction imposed by FFA on a Constituent, as a result of a finding by FFA that a Constituent has breached one or more of the FFA Statutes; or
- (b) an FFA Club and a Player in relation to a decision made by an FFA Club, or sanction imposed by an FFA Club on a Player, as a result of a finding by an FFA Club that a Player has breached the National Code of Conduct.

**FFA** means Football Federation Australia Limited including its employees, consultants, officers and directors.

**FFA Club** means an A-League Club, National Youth League Club or W-League Club.

**FFA Cup** means the national club competition staged by, or under the control of, FFA between A-League Clubs and Member Federation Clubs, currently known as the Westfield FFA Cup (or as otherwise notified by FFA).

**FFA Cup Disciplinary Regulations** means the specific regulations that govern the conduct of disciplinary matters arising from the FFA Cup.

**Grievance Procedure By-Law** means the Grievance Procedure By-Law promulgated by the Directors in accordance with the FFA Constitution.

**Judicial Bodies By-Law** means this Judicial Bodies By-Law promulgated by the Directors in accordance with the FFA Constitution.

**Member Federation Club** means a Club registered to compete in a State Body Member competition that is participating in the FFA Cup and that is not an A-League Club.

**National Arbitration Tribunal** means the FFA National Arbitration Tribunal established pursuant to the National Arbitration Tribunal Regulations.

**National Arbitration Tribunal Regulations** means the FFA National Arbitration Tribunal Regulations as promulgated by FFA from time to time.

**National Dispute Resolution Chamber** means the National Dispute Resolution Chamber established pursuant to the National Dispute Resolution Chamber Regulations.

**National Dispute Resolution Chamber Regulations** means the National Dispute Resolution Chamber Regulations agreed between FFA and the Professional Footballers Australia Incorporated.

**National Premier Leagues Finals Series** means the national competition staged by, or under the control of, FFA between the State Premiers of each State Body Member's National Premier League and is comprised of such configuration as determined by FFA from time to time.

**National Premier Leagues Finals Series Disciplinary Regulations** means the specific regulations that govern the conduct of disciplinary matters arising from the National Premier Leagues Finals Series.

**National Youth League** means the youth men's national competition staged in Australia by FFA, known as the Foxtel National Youth League competition or such other name as notified by FFA from time to time.

**National Youth League Club** means a football club licensed by FFA to enter a team into the National Youth League.

**National Youth League Disciplinary Regulations** means the specific regulations that govern the conduct of disciplinary matters arising from the National Youth League.

**Panel** means a panel of one (1) or three (3) Committee Members (or such other number as agreed under this Judicial Bodies By-Law) convened to hear and determine a Disciplinary Dispute, Disciplinary Matter or State Body Member Appeal.

**Respondent** has the meaning given in clause 10.2.

**Roster of Committee Members** means the roster of Committee Members appointed to the:

- (c) Disciplinary and Ethics Committee in accordance with clause 5; or
- (d) Appeal Committee in accordance with clause 7,

as the case may be.

**State Body Member Appeal** means an appeal of a decision of the appeal committee or appeal tribunal of a State Body Member under clause 8.1(b).

**W-League** means the senior women's national competition staged in Australia by FFA, known as the Westfield W-League competition or such other name as notified by FFA from time to time.

**W-League Club** means a football club licensed by FFA to enter a team into the W-League.

**W-League Disciplinary Regulations** means the specific regulations that govern the conduct of disciplinary matters arising from the W-League.

#### 4. APPLICATION AND PURPOSE

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- 4.1 This Judicial By-law forms part of the FFA Statutes.
- 4.2 The purpose of this Judicial Bodies By-law is to:
- (a) establish the membership of the Judicial Bodies;
  - (b) specify the jurisdiction of the Judicial Bodies;
  - (c) specify the functions of the Judicial Bodies; and
  - (d) subject to clause 4.3 below, specify the procedural rules applicable to the operation of the Judicial Bodies.
- 4.3 If an FFA Statute specifies the procedural rules applicable to the operation of the Judicial Bodies in relation to a particular Disciplinary Dispute or Disciplinary Matter, those procedural rules will apply. To the extent of any inconsistency between the procedural rules specified in this Judicial Bodies By-law and the procedural rules specified in an FFA Statute, the procedural rules specified in the FFA Statute will prevail.
- 4.4 The objective of this Judicial Bodies By-Law is to enable the Disciplinary and Ethics Committee and the Appeal Committee to hear and determine Disciplinary Disputes and Disciplinary Matters justly and to this end:
- (a) enshrine the right of a party to be heard before an independent and impartial body in a fair and equitable manner;
  - (b) save parties time and expense; and
  - (c) ensure matters are dealt with fairly and expeditiously.
- 4.5 FFA has the right to be heard and to make submissions at any time in relation to a State Body Member Appeal if FFA considers that the matter has the potential to affect FFA, football generally or is a matter of general importance to football.
- 4.6 Each Constituent submits exclusively to the jurisdiction of the FFA Grievance Procedure and agrees that:
- (a) any Disciplinary Dispute or Disciplinary Matter that it has will be solely and exclusively heard and determined by the Judicial Bodies;

- (b) it will not attempt to resolve any Disciplinary Dispute or Disciplinary Matter in any court of law or tribunal; and
- (c) a Determination made under the FFA Grievance Procedure is final and binding on all parties.

## **5. COMPOSITION OF THE DISCIPLINARY AND ETHICS COMMITTEE**

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- 5.1 FFA will establish and maintain a Roster of Committee Members consisting of a Chair, at least one Deputy Chair and the number of members deemed necessary for the proper functioning of the Disciplinary and Ethics Committee.
- 5.2 Subject to the A-League Disciplinary Regulations, the Disciplinary and Ethics Committee may be represented in a hearing by a sole Committee Member.
- 5.3 To be eligible for nomination and appointment to the Disciplinary and Ethics Committee in accordance with clause 5.1 above, a Committee Member must have the experience or skills suitable to the function of the Disciplinary and Ethics Committee, including a barrister or solicitor, a person with a thorough knowledge of football or recent international competition experience. The Chair and Deputy Chair must have legal qualifications.
- 5.4 A Committee Member must be removed from the Roster of Committee Members:
  - (a) if he or she resigns;
  - (b) if dismissed in accordance with the Constitution;
  - (c) if he or she accepts a disqualifying position (being the position of director, officer, employee, consultant or contractor of FFA, a Club, or of the PFA or is a Player); or
  - (d) if he or she is no longer able to act.
- 5.5 FFA will endeavour to fill vacancies on the Roster of Committee Members as soon as possible.
- 5.6 If a Committee Member is removed in accordance with clause 5.4, then:
  - (a) if the Committee Member is sitting as a single Committee Member, all aspects of the proceedings in which the replaced Committee Member took part will be deemed invalid and must be repeated;
  - (b) if the Committee Member is sitting as member of a Panel comprising of two (2) or more Committee Members, a replacement Committee Member shall be appointed to the Panel and all aspects of the proceedings in which the replaced Committee Member took part will be deemed valid and need not be re-heard unless the Chair of the Panel, in his or her discretion, determines otherwise having regard to the objectives in clause 4.4.
- 5.7 Unless the context otherwise requires, a Deputy Chair of the Disciplinary and Ethics Committee will perform the functions of the Chair of the Disciplinary and Ethics Committee under this Judicial Bodies By-Law if the Chair is unable to perform those functions.

## **6. JURISDICTION OF THE DISCIPLINARY AND ETHICS COMMITTEE**

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- 6.1 The Disciplinary and Ethics Committee has jurisdiction to determine:
- (a) Disciplinary Disputes; and
  - (b) Disciplinary Matters.
- 6.2 Subject to clause 6.3, in the event there is uncertainty as to whether the jurisdiction of the Judicial Bodies By-Law, the National Arbitration Tribunal Regulations or the National Dispute Resolution Chamber Regulations applies, then the Chair of the Disciplinary and Ethics Committee will determine which body will hear the application and such determination is final and binding.
- 6.3 Where uncertainty arises due to a dispute having one or more elements which fall within the jurisdiction of the:
- (a) Judicial Bodies; and
  - (b) National Arbitration Tribunal and/or the National Dispute Resolution Chamber,
- then the Chair of the Disciplinary and Ethics Committee must direct that the dispute must be heard by the Judicial Bodies in accordance with the Judicial Bodies By-Law and in such circumstances the Judicial Body may hear and determine those elements which would otherwise not fall within its jurisdiction.

## **7. COMPOSITION OF THE APPEAL COMMITTEE**

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- 7.1 FFA will establish and maintain a Roster of Committee Members consisting of a Chair, at least one Deputy Chair and the number of members deemed necessary for the proper functioning of the Appeal Committee.
- 7.2 The Appeal Committee must consist of a Panel of three (3) persons (including the Chair of the Appeal Committee), unless the parties to the hearing otherwise agree.
- 7.3 To be eligible for nomination and appointment to the Appeal Committee in accordance with clause 7.1 above, a Committee Member must have the experience or skills suitable to the function of the Appeal Committee, including a barrister or solicitor, a person with a thorough knowledge of football or recent international competition experience. The Chair and Deputy Chair must have legal qualifications.
- 7.4 A Committee Member must be removed from the Roster of Committee Members:
- (a) if he or she resigns;
  - (b) if dismissed in accordance with the Constitution;
  - (c) if he or she accepts a disqualifying position (being the position of director, officer, employee, consultant or contractor of FFA, a Club, or of the PFA or is a Player); or
  - (d) if he or she is no longer able to act.



- 7.5 FFA will endeavour to fill vacancies on the Roster of Committee Members as soon as possible.
- 7.6 If a Committee Member is removed in accordance with clause 7.4, then:
- (a) if the Committee Member is sitting as a single Committee Member, all aspects of the proceedings in which the replaced Committee Member took part will be deemed invalid and must be repeated;
  - (b) if the Committee Member is sitting as member of a Panel comprising of two (2) or more Committee Members, a replacement Committee Member will be appointed to the Panel and all aspects of the proceedings in which the replaced Committee Member took part will be deemed valid and need not be re-heard unless the Chair of the Panel, in his or her discretion, determines otherwise having regard to the objectives in clause 4.4.
- 7.7 Unless the context otherwise requires, a Deputy Chair of the Appeal Committee will perform the functions of the Chair of the Appeal Committee under this Judicial Bodies By-Law if the Chair is unable to perform those functions.

## **8. JURISDICTION OF THE APPEAL COMMITTEE**

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- 8.1 The Appeal Committee has jurisdiction to hear appeals from:
- (a) Determinations of the Disciplinary and Ethics Committee; or
  - (b) the appeal committee or appeal tribunal of a State Body Member, but only if the:
    - (i) State Body Member's grievance procedure has been fully exhausted; and
    - (ii) the sanction to be appealed from is one of the following:
      - (A) a fine greater than \$3,000; or
      - (B) a suspension of six (6) or more matches.
- 8.2 Subject to clause 4.5, only a person who was party to proceedings referred to in clause 8.1(a) or 8.1(b) has the right to appeal a Determination arising out of those proceedings.
- 8.3 The non-selection of a Club to participate in a competition, or its failure to qualify for that competition on both playing or non-playing criteria, does not for the purposes of clause 8.1(b)(ii)(B) constitute a suspension or fine.

## **9. ADMINISTRATIVE PROCEDURES**

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- 9.1 FFA must from time to time appoint an Administrator to ensure the operation of this Judicial Bodies By-Law.
- 9.2 The Administrator must:

- (a) collate all submissions, documents and evidence received by the parties or relevant to the Disciplinary Dispute, Disciplinary Matter or State Body Member Appeal;
- (b) provide copies of notices and Determinations to the parties to the Disciplinary Dispute, Disciplinary Matter or State Body Member Appeal;
- (c) convene the Panel in accordance with clause 13.1;
- (d) be the central point of contact for the parties to a Disciplinary Dispute, Disciplinary Matter or State Body Member Appeal; and
- (e) perform all tasks prescribed to the Administrator and any incidental tasks necessary to ensure the smooth and efficient operation of this Judicial Bodies By-Law.

9.3 All notifications and communications that the Panel intend for the parties (and vice versa) must be made through the Administrator.

9.4 The Administrator may issue orders to the parties of an administrative nature.

## 10. PROCESS FOR DETERMINATION

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- 10.1 (a) An application for Determination of a Disciplinary Dispute may only be initiated by a Constituent that is directly subject to a decision made or sanction imposed by FFA on the Constituent as a result of a finding by FFA that the Constituent has breached one or more of the FFA Statutes.
- (b) A referral for the Determination of a Disciplinary Matter may only be initiated by FFA or such other person or body that is expressly granted this right under an FFA Statute.
- (c) An application for Determination of a State Body Member Appeal may only be initiated by a Constituent that is directly subject to a decision made or sanction imposed by the appeal committee or appeal tribunal of a State Body Member.
- 10.2 If a Constituent wants the Disciplinary and Ethics Committee to hear and determine a Disciplinary Dispute (**Applicant**), the Applicant must lodge a completed and signed Application Form with the Administrator, copied to the other party (**Respondent**).
- 10.3 The Application Form must be signed by the Applicant and contain the following mandatory information (in addition to any other relevant mandatory information provided for in the Application Form):
- (a) the name and contact details of the Applicant and the Respondent;
  - (b) the date on which the event giving rise to the Disciplinary Dispute took place or concluded (if a series of events);
  - (c) a statement summarising the alleged facts and any legal arguments;
  - (d) an explanation of the provision of the relevant FFA Statute that has alleged to have been breached; and

- (e) the specific relief sought and the provision of the relevant FFA Statute that provides for such relief.

## **11. APPLICATION FEE**

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- 11.1 An Applicant must pay FFA a non-refundable application fee of \$500, unless specified to the contrary in the applicable FFA Statute.
- 11.2 A party wanting to appeal a:
  - (a) Determination of the Disciplinary and Ethics Committee; or
  - (b) decision of the appeal committee or appeal tribunal of a State Body Member,must pay FFA an appeal fee of \$2,000 in accordance with clause 23.
- 11.3 A hearing will not be convened unless and until the applicable fee has been received by FFA.

## **12. APPLICABLE TIMEFRAMES**

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- 12.1 If a party has an express obligation to refer a matter to the Judicial Bodies, either under this Judicial Bodies By-Law or under a particular FFA Statute, within certain timeframes, that party must do so in accordance with those timeframes or in the absence of specific obligations to refer within certain timeframes, within seven (7) days of receipt of the notice of the relevant decision being made or sanction being imposed. Subject to clause 12.3, the Administrator must not accept an application for determination which fails to meet the relevant timeframe.
- 12.2 If a Disciplinary Dispute or Disciplinary Matter is urgent, such urgency may be indicated on the Application Form which may be taken into account when convening the Panel in accordance with clause 13.
- 12.3 The Chair of a Panel may extend the period set out in clause 12.1 in exceptional circumstances.

## **13. PRE-HEARING PROCEDURE**

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- 13.1 Once the Administrator receives an Application Form which complies with clauses 10.1 and 10.3, the Administrator must convene the Panel within twenty one (21) days.
- 13.2 Once convened, the Panel must issue directions with respect to the proceedings as soon as practicable and convene a date for the hearing being no later than twenty one (21) days of being convened (or as soon as possible thereafter).

## **14. CHALLENGE OF COMMITTEE MEMBER**

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- 14.1 Challenge of Committee Member:

- (a) A Committee Member cannot hear or determine a Disciplinary Dispute or a Disciplinary Matter if that Committee Member has a conflict of interest or otherwise cannot hear and determine a Disciplinary Dispute or a Disciplinary Matter in an independent and impartial matter.
- (b) If a party wishes to contest that a Committee Member should not hear or determine a Disciplinary Dispute or a Disciplinary Matter by virtue of clause 14.1(a), it must do so by notifying the Administrator within two (2) Business Days after the grounds for such contest become known to that party.
- (c) The Administrator must promptly provide any notice received in accordance with clause 14.1(b) to the Panel.
- (d) If a party contests that a Committee Member should not hear or determine a Disciplinary Dispute or a Disciplinary Matter in accordance with clause 14.1(b), then a decision will be made by the Panel (including the Committee Member whose ability to hear and determine a Disciplinary Dispute or a Disciplinary Matter has been contested) as to that Committee Member's ability to hear and determine the Disciplinary Dispute or a Disciplinary Matter.
- (e) If a decision is made under clause 14.1(d) that a Committee Member cannot hear and determine a Disciplinary Dispute or a Disciplinary Matter after the Panel has been convened, that Committee Member must be removed from the Panel and a new Committee Member will be appointed from the Roster of Committee Members. If the Committee Member removed is the Chair, he or she will be replaced by the Deputy Chair (and vice versa);
- (f) If a Committee Member is replaced in accordance with clause 14.1(e), then:
  - (i) if the Committee Member is sitting as a single Committee Member, all aspects of the proceedings in which the replaced Committee Member took part must be deemed invalid and must be repeated; and
  - (ii) if the Committee Member is sitting as a member of a Panel of three Committee Members, the proceedings which the replaced Committee Member took part are valid and need not be re-heard unless the Chair of the Panel determines, in his or her absolute discretion, that it is necessary to do so to ensure that the Disciplinary Dispute or a Disciplinary Matter is properly determined.

## 15. SUBMISSIONS AND EVIDENCE

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- 15.1 The terms of this clause 15 apply to ensure each party is provided with an opportunity to consider the other party's case before the hearing in order that it may appropriately respond.
- 15.2 The proceedings before the Panel will comprise of:
  - (a) written submissions, materials, documents or other evidence a party intends to rely on in the hearing; and

- (b) a hearing.
- 15.3 Subject to any directions of the Panel (including as to timetable), a party must provide to the Administrator a copy of the materials referred to in clause 15.2(a) in accordance with clause 15.4, at least two (2) Business Days before the scheduled start of the hearing. If it fails to do so, that party is not, without the leave of the Panel, allowed to submit them at the hearing.
- 15.4 The materials referred to in clause 15.2(a) supplied to the Administrator by one party:
- (a) must be supplied in hard copy to the Administrator in as many copies as there are members of the Panel with three (3) additional copies for the Administrator;
  - (b) must at the same time also be supplied by email to the Administrator; and
  - (c) must at the same time be provided by that party to the other party in hard copy and by email.
- 15.5 There will be only one submission of the materials referred to in clause 15.2(a) by each party, and no further written submissions or evidence may be produced before or during a hearing without the leave of the Panel.
- 15.6 Subject to any directions of the Panel (including as to timetable), a party must provide notice in writing to the Administrator and the other party (or parties) at least two (2) Business Days prior to the scheduled start of the hearing in respect of:
- (a) who will represent it at the hearing, including any legal representative;
  - (b) any witness or expert who that party intends to present at the hearing together with at least the subject matter on which the witness or expert will testify (and if an expert, stating that expert's area of expertise); and
  - (c) any person who is reasonably required to assist that party in the proceedings (for example, an interpreter).
- failing which such persons (referred to in clauses 15.6(a) to 15.6(c)), without the leave of the Panel, must not be allowed to take part in the hearing.
- 15.7 The Administrator must promptly provide to the Panel:
- (a) copies of the materials supplied to it in accordance with clause 15.4; and
  - (b) the information provided to it in accordance with clause 15.6.
- 15.8 The Panel may, ex officio or if so determining at the request of one of the parties, refuse to take submission or evidence that it does not consider relevant, which bears no relation to the facts asserted or which would otherwise unnecessarily delay the proceedings.

## 16. HEARING

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- 16.1 Hearings of a Judicial Body must be conducted at FFA's head office in Sydney, New South Wales, unless otherwise determined by FFA and such place will be considered the seat of each Judicial Body.

- 16.2 The Panel has the right to determine all procedures to be adopted during the hearing of a Disciplinary Dispute or a Disciplinary Matter and may during the course of any hearing:
- (a) grant or order an adjournment to provide parties with additional time or to consider additional submission or evidence; or
  - (b) admit (subject to clause 15.5) or request the production of documents or any relevant written evidence available to FFA, Constituents or any other person, including declarations from the parties and witnesses, expert opinion and video or audio recordings.
- 16.3 Subject to clause 16.2, there will be one hearing during which the Panel hears the parties, any permitted witnesses and any experts, as well as the parties' final oral arguments.
- 16.4 At a hearing:
- (a) a party (or any person referred to in clause 15.6 (subject to that clause)) may attend in person or by phone;
  - (b) a party may be represented by the person in respect of whom notice has been given in accordance with clause 15.6(a) (subject to clause 15.6);
  - (c) an entity (such as FFA or a Club) may be represented by an officer or employee of that party; and
  - (d) any permitted witness or expert that a party intends to call to give evidence in a hearing must remain outside the hearing room (or otherwise not take part in the hearing) until called to give evidence.
- 16.5 The Panel may limit or disallow the appearance of any witness or expert, or any part of their testimony, on the grounds of irrelevance (if the Panel considers that there are such grounds).
- 16.6 Hearings and deliberations by a Panel must be held behind closed doors.

**17. RELIEF**

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- 17.1 A Judicial Body may impose such disciplinary sanctions as specified in:
- (a) article 21.4 of the FFA Constitution; and
  - (b) any applicable FFA Statute applying to the Disciplinary Dispute or Disciplinary Matter.
- 17.2 A Judicial Body may determine the conditions applicable to the disciplinary sanctions imposed in relation to a Disciplinary Dispute or a Disciplinary Matter, including the terms and time limits for payment in the case of monetary relief.

**18. FORM AND CONTENT OF A DETERMINATION**

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- 18.1 A Determination must be made in writing and:

- (a) contain the names of the Committee Member(s);
  - (b) briefly provide the reasons on which the Determination is based;
  - (c) be signed by the Chair or the Deputy Chair (sitting on the Panel as applicable) or sole Committee Member (as applicable); and
  - (d) contain the date on which, and the place where, the Determination was made.
- 18.2 A copy of the written Determination must be promptly provided to the parties as soon as practicably possible following the Determination being made.
- 18.3 A Panel may initially announce the Determination only (verbally or in writing), but must subsequently provide a copy of the written Determination complying with clause 18.1 in accordance with clause 18.2.
- 18.4 Each member of the Panel of a Judicial Body has a single vote and where decisions of a Judicial Body are not unanimous, the decision of the majority will prevail. If there is an equality of votes, the Chair has the casting vote.
- 18.5 Unless otherwise specified in a particular regulation or by the body making a determination, the determination (including where a Determination is announced in accordance with clause 18.3) has immediate effect.

## 19. **COSTS AWARD**

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- 19.1 As a general rule, each party must bear its own costs in relation to the initiation or defence of, or joining, a Disciplinary Dispute or a Disciplinary Matter, including costs of legal representation, experts and witnesses and any travel or accommodation expenses.
- 19.2 A Panel may award costs upon a party for frivolous or vexatious institution, prosecution or defence of, or joining a Disciplinary Dispute or a Disciplinary Matter.

## 20. **TERMINATION OF PROCEEDINGS**

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- 20.1 Before a Determination is made, an Applicant may elect to terminate the proceedings.
- 20.2 If an Applicant withdraws its application for Determination the Panel must issue an order for termination of the proceedings.
- 20.3 The Panel must issue an order for termination of any proceedings if the continuation of the proceedings has for any other reason become unnecessary or impossible in accordance with clause 20.4 below.
- 20.4 If, before a Determination is made, the continuation of any proceedings becomes unnecessary or impossible (if so considered by the Panel), the Panel must inform the parties of its intention to issue an order for the termination of the proceedings. The Panel has the power to issue such an order unless a party raises justifiable grounds for objection.
- 20.5 A copy of the signed order for termination must be provided to the parties.

## **21. PUBLICATION AND CONFIDENTIALITY**

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- 21.1 FFA must keep a central register of all Determinations made by Panels of the Judicial Bodies.
- 21.2 Subject to clause 21.3, a Determination made by a Panel (including the written Determination), and submissions, evidence and proceedings must not be made public unless FFA determines otherwise.
- 21.3 FFA may:
- (a) report on the outcomes of Determinations of the Judicial Bodies; and
  - (b) provide to future Panels redacted copies of written Determinations.
- 21.4 All submissions, evidence and information provided in proceedings of the Judicial Bodies must be treated in the strictest confidence. The parties and Committee Members must not use or disclose to any third party any confidential information obtained during the course of proceedings.

## **22. CORRECTION OF A DETERMINATION**

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- 22.1 Within thirty (30) days of receipt of a Determination, a party may by written notice to the other parties and the Administrator, request the Panel to correct in the Determination any errors in computation, any clerical or typographical errors or any other error of a similar nature. If the Panel considers the request to be justified, it must make the correction.
- 22.2 Within thirty (30) days after issuing a written Determination, the Panel may of its own initiative correct in the written Determination any errors in computation, any clerical or typographical errors or any other error of a similar nature.
- 22.3 Any corrections must be in writing and communicated to the parties.

## **23. HEARINGS OF THE APPEAL COMMITTEE**

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- 23.1 Hearings before the Appeal Committee are not de novo. The sole grounds of any appeal to the Appeal Committee are that:
- (a) a party was not afforded a reasonable opportunity to be heard on the issues or merit and/or sanction;
  - (b) the Determination was affected by bias;
  - (c) the Determination was one that was not reasonably open to the appeal committee or appeal tribunal of the State Body Member or Disciplinary and Ethics Committee (whichever applies) having regard to the evidence before that Appeal Committee.
- 23.2 Each member of the Panel of a Judicial Body has a single vote and where decisions of a Judicial Body are not unanimous, the decision of the majority will prevail. If there is an equality of votes, the Chair has the casting vote.



- 23.3 A party wanting to appeal to the Appeal Committee (**Appellant**) must:
- (a) pay any fine the subject of the Determination to FFA before the Appeal Committee conducts the appeal, unless the Appellant can satisfy FFA that there are exceptional and compelling circumstances not to pay the fine;
  - (b) pay the appeal fee of \$2,000; and
  - (c) lodge an Application Form with the Administrator within seven (7) days after receipt of the written Determination referred to in clause 8.1(a) or 8.1(b) (subject to clause 23.4), copied to the other party (**Appellee**). The Application Form must be signed by the Appellant and contain the following mandatory information (in addition to any other relevant mandatory information provided for in the Application Form):
    - (i) the name and contact details of the Appellant and the Appellee;
    - (ii) specify the grounds of appeal it contends it has to the Appeal Committee as specified in clause 23.1;
    - (iii) a statement summarising the alleged facts and any legal arguments;
    - (iv) a copy of the written Determination being appealed;
    - (v) a description of the relief sought; and
    - (vi) evidence of payment to FFA of the appeal fee of \$2,000.
- 23.4 The period for the lodgement of the appeal set out in clause 23.3 will expire at midnight on the last day of the period. The Chair of the Appeal Committee may extend this period in exceptional circumstances.
- 23.5 If the Administrator receives an Application Form which complies with clause 23.3, the Administrator must convene the Appeal Committee within twenty one (21) days.
- 23.6 A party may not rely on evidence that was not before the Disciplinary and Ethics Committee or the State Body Member appeal committee or appeal tribunal (as the case may be) unless it is able to establish to the satisfaction of the Appeal Committee that this evidence was not reasonably available to the party at the time of the hearing before the Disciplinary and Ethics Committee or the State Body Member appeal committee or appeal tribunal (as the case may be).
- 23.7 If the Appeal Committee determines that an Appellant has not established that one or more of the grounds of appeal set out in clause 23.1 are made out, the Appeal Committee must dismiss the application for appeal.
- 23.8 If the Appeal Committee determines that an Appellant has established that one or more of the grounds of appeal set out in clause 23.1 are made out, the Appeal Committee may:
- (a) make a new determination which replaces the original decision; or
  - (b) quash the determination and refer the matter back to the Panel of the Disciplinary and Ethic Committee or the State Body Member appeal committee or appeal tribunal, whichever applies, for determination with such directions as the Appeal Committee sees fit.

- 23.9 Written notice of the determination made under clause 23.8 must be promptly provided to the parties, as soon as practicably possible following the Determination being made.
- 23.10 The Determination of the Appeal Committee is final and conclusive and binding on the parties.
- 23.11 Subject to any directions of the Appeal Committee in accordance with clause 23.8(b), the provisions of clauses 7 (Composition of the Appeal Committee), 13 (Pre-hearing Procedure), 14 (Challenge of Committee Member), 16 (Hearing), 17 (Relief), 19 (Costs Award), 20 (Termination of Proceedings), 21 (Publication and Confidentiality), 22 (Correction of a Determination) and 24 (Failure to Respect Determination) with all necessary modifications apply to all appeals of Determinations.

#### **24. FAILURE TO RESPECT DETERMINATION**

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- 24.1 Subject only to the rights of appeal specified in this Judicial Bodies By-Law, a Determination of a Panel is final and binding on all parties. The parties undertake to carry out the Determination without delay.
- 24.2 A failure to comply with a written Determination within the manner or time as prescribed by that Determination is a breach of this By-Law and FFA may after giving the non-compliant party an opportunity to show cause, impose sanctions provided in article 21.4 of the Constitution against the non-compliant party.
- 24.3 Without limiting the generality of clause 24.2, any party who fails to pay a fine, or comply with another penalty, in full as required by a Determination may be (without limitation):
- (a) sanctioned by FFA with a fine for failing to comply with the instructions issued by a Panel;
  - (b) given a final time limit by FFA in which to settle the debt; and
  - (c) if it is a Club, sanctioned with a deduction of competition points if it has not paid by the final time limit.
- 24.4 If competition points are deducted, they must be proportionate to the amount owed.

#### **25. NO RECOURSE TO COURTS**

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- 25.1 The determination of a Disciplinary Dispute and Disciplinary Matter made in accordance with this Judicial Bodies By-Law will be final and binding on the parties and neither FFA nor a Club or a Player, nor any other Constituent may institute or maintain proceedings in any court of law or tribunal.
- 25.2 Without limiting the generality of clause 25.1 and for further assurance notwithstanding that such provisions have no applicability, there will be no right of appeal under sections 34 (Application for setting aside as exclusive recourse against arbitral award) or 34A (Appeals against awards), and no right to apply for the determination of a question of law under section 27J (Determination of preliminary point of law by the Court) of the Commercial

Arbitration Act 2010 (NSW) or equivalent or similar legislation in any of the Australian states or territories or Commonwealth.

**26. APPLICABLE LAW**

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The law as applicable in New South Wales must be applied to a Disciplinary Dispute, Disciplinary Matter or State Body Member Appeal determined in accordance with this Judicial Bodies By-Law.

**27. FFA AND COMMITTEE MEMBER IMMUNITY**

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27.1 The parties, and their respective witnesses and experts and all other persons taking part in any proceedings relating to a Disciplinary Dispute, a Disciplinary Matter or a State Body Member Appeal, agree to not institute or maintain any proceedings, or bring any claim of any nature whatsoever against FFA, Judicial Bodies or a Committee Member (past or present), in respect of any act or omission during the course of any proceedings in relation to a Disciplinary Dispute, Disciplinary Matter or State Body Member Appeal, or arising out of any Determination or Determination on appeal or findings made or otherwise.

27.2 Each party and their respective witnesses and experts and all other persons taking part in any proceedings relating to a Disciplinary Dispute, Disciplinary Matter or State Body Member Appeal (**Indemnifiers**) indemnify FFA, the Judicial Bodies and Committee Members (past or present) (**Indemnified Persons**) in relation to any loss or damage of any nature whatsoever sustained by the Indemnified Persons as a result of any proceedings or claim of any nature whatsoever brought against the Indemnified Persons by any related party of that Indemnifier.

27.3 All witnesses and experts of parties and all other persons taking part in any proceedings relating to a Disciplinary Dispute, Disciplinary Matter or State Body Member Appeal agree to be bound by this Judicial Bodies By-Law.

**28. SUBSTANTIAL COMPLIANCE**

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No proceedings before a Judicial Body in relation to a Disciplinary Dispute, Disciplinary Matter or State Body Member Appeal will be invalidated for any defect whether of substance or of form in any notice or report or by reason of non-compliance with any term of this Judicial Bodies By-Law, unless the Chair of the relevant Judicial Body so determines.

**29. NOTICE**

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29.1 A party notifying or giving notice under this Judicial Bodies By-Law must do so writing and in English.

29.2 A notice will be taken to have been received:

- (a) if delivered by hand to the recipient's address, on the date of delivery, as long as delivery is acknowledged in writing by the recipient;
  - (b) if sent by post, three (3) days after the posting; and
  - (c) if sent by email or facsimile on a working day at the recipient's, on the date of transmission, or if sent on a non-working day at the recipient's, on the next working day (in both cases as long as the sender's email or facsimile machine records a successful transmission).
- 29.3 Unless otherwise specified, all notices must be received by close of business on a working day at the location of the recipient.
- 29.4 In relation to a Player, notice will be taken to have been received by a Player in accordance with clause 29.2, if the notice was delivered to his or her Club in accordance with clause 29.2.

**ANNEXURE A - APPLICATION FORM**