

FFA Statutes

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Definitions

The terms given below denote the following:

AFC or Asian Football Confederation means the confederation consisting of National Associations in the Asian region who are members of FIFA and accepted as members by the AFC congress.

AFC Statutes mean the statutes and accompanying standing orders and regulations promulgated by the Asian Football Confederation from time to time, including the AFC Disciplinary Code and AFC Code of Ethics.

Agent means a Player Agent and a Match Agent.

A-League means the men's national club competition staged by FFA, including the pre-season, season proper, finals series and any post season tournament or knockout cup competition organised or sanctioned by FFA.

A-League Competition Rules mean the competition rules and regulations that govern the conduct of the A-League, including the A-League Disciplinary Regulations specified in **Annexure J** as amended on notification of FFA from time to time.

A-League Disciplinary Regulations mean the specific regulations that govern the conduct of the A-League and disciplinary matters arising from the A-League as specified in **Annexure J** or as amended on notification of FFA from time to time.

Amateur means any Player that is not a Professional.

Annual General Meeting means the annual General Meeting of FFA to be held in accordance with the Corporations Act and the Constitution.

Anti-Doping Policy means FFA's anti-doping policy that prohibits the use of prohibited substances and methods in football, as specified in **Annexure K** or as amended on notification of FFA from time to time.

Association Football means the game controlled by FIFA and organised in accordance with the Laws of the Game.

Board of Directors means the directors of FFA elected or appointed in accordance with the Constitution from time to time.

Body means a Member Federation, District Association, Competition Administrator, Club, Standing Committee or any other council, committee, panel or body constituted by FFA, a Member Federation or a District Association.

Club means any club that is registered with FFA in accordance with the National Registration Regulations from time to time. A reference to Club includes a club admitted by:

- (a) a Competition Administrator to field a team in a Competition; or
- (b) FFA to field a team in a National League or a National Championships.

Club Official means any person involved with the administration, management or organisation of a Club (whether paid or unpaid), including employees, contractors, consultants, officers and directors and representatives.

Competition means any league, competition or tournament registered with FFA in accordance with the National Registration Regulations, including the pre-season, season proper, finals series and any post season tournament or knockout cup competition of that Competition.

Competition Administrator means the entity responsible for the conduct and staging of a Competition.

Competition Rules mean the rules and regulations governing the administration and conduct of a Competition.

Constitution means the constitution of FFA including its by-laws, as specified in **Annexure A** or as amended from time to time in accordance with its terms.

Corporations Act means the *Corporations Act* 2001 (Cth) and its regulations and related legislation, as amended from time to time.

District Association means a district or regional association that is a member of a Member Federation from time to time.

FFA Brand mean the registered and unregistered names, logos, marks and imagery of FFA, including as specified in **Annexure B** or as amended on notification from FFA from time to time.

FFA Statutes means these statutes, including the annexures, and any other national regulations or national policies promulgated by FFA, as amended on notification from FFA from time to time.

FIFA or Fédération Internationale de Football Association means the association responsible for the organisation, administration and promotion of football throughout the world.

FIFA Statutes mean the statutes and accompanying standing orders and regulations promulgated by FIFA from time to time, including the FIFA Disciplinary Code, the FIFA Code of Ethics and the Regulations for the Status and Transfer of Players.

General Meeting means the meeting at which FFA's members convene in accordance with the Constitution, including the Annual General Meeting.

Grievance means any:

- (a) disciplinary infringement, whether this occurs on or off the field, including an alleged infringement of the National Code of Conduct, National Disciplinary Regulations, A-League Disciplinary Regulations or Member Protection Policy; or
- (b) a dispute or grievance that arises between Members and relates to a breach, termination, enforcement or subject matter of these FFA Statutes, including an alleged infringement of the National Registration Regulations.

Grievance Resolution Regulations mean the rules and procedures that subject to the A-League Disciplinary Regulations apply exclusively to facilitate the expeditious and fair resolution of a Grievance, as specified in **Annexure H** or as varied by FFA from time to time in accordance with those Regulations.

IFAB means the International Football Association Board.

Judicial Bodies mean the Disciplinary Committee and the Appeal Committee as constituted under Part V of these Statutes.

Match means any match played in Australia under the auspices of FFA, a Member Federation or a Competition Administrator or otherwise played under FFA's direction or control.

Match Agent means a person licensed to act as a match agent by FFA from time to time. A current list of FFA licensed match agents is available on FFA's website (www.footballaustralia.com.au).

Match Official means a referee, assistant referee, fourth official, match commissioner, referee inspector, selector, any person in charge of safety or any other person appointed by FFA or a Competition Administrator to assume responsibility in connection with a Match.

Member means FFA, a Member Federation, a District Association, a Competition Administrator, a Club, a Player, an Official and an Agent.

Member Federation means a State, Territory or regional federation or association that is a member or interim member of FFA from time to time.

Member Protection Policy means the national policy that addresses discrimination, harassment (sexual or otherwise) and child protection in football, as specified in **Annexure C** or as varied by FFA from time to time in accordance with these Statutes.

National Association means a national football association that is a recognised member of FIFA.

National Championships means any male and female national championships involving Member Federation teams, which is staged or sanctioned by FFA from time to time.

National Code of Conduct means the national code of conduct, as specified in **Annexure F** or as varied by FFA from time to time in accordance with these Statutes.

National Disciplinary Regulations mean the national disciplinary regulations as specified in **Annexure G** or as varied by FFA from time to time in accordance with these Statutes.

National League means any men's and women's national club competitions conducted under the auspices of FFA from time to time, including the A-League.

National Registration Regulations mean the national regulations specifying the rules relating to the registration of Players, Officials, Clubs and Competitions with FFA, as specified in **Annexure E** or as varied by FFA from time to time in accordance with these Statutes.

National Team means any national team squad selected or nominated by FFA, including the men's and women's senior, under age, Olympics, futsal and beach teams or any other national representative team determined by FFA from time to time.

Official means:

- (a) a Club Official, Match Official or Team Official;
- (b) an employee, consultant, officer or director of FFA or a Member Federation, a District Association or a Competition Administrator; or
- (c) a member of a Standing Committee or other council, committee, panel or body constituted by FFA, a Member Federation, a District Association or a Competition Administrator.

Player means any person who is registered with FFA as a player in accordance with the National Registration Regulations from time to time or is selected as a member of a Representative Team.

Player Agent means a:

- (a) person licensed to act as a player agent by a National Association. A current list of FFA licensed player agents is available on FFA's website (www.footballaustralia.com.au);
- (b) parent, sibling or spouse of the Player; or
- (c) person legally authorised to practise as a lawyer in compliance with the rules in force in Australia.

Prescribed Form means a mandatory form as prescribed by FFA from time to time, including those forms attached as annexures to these Statutes.

Privacy Policy means FFA's Privacy Policy, as specified in **Annexure I** or as varied by FFA from time to time in accordance with the terms of that Policy.

Professional means a Player who is paid to play football, as defined in article 3.1 of the National Registration Regulations.

Representative Player means a Player who is a member of a Representative Team from time to time.

Representative Team means a team representing FFA, a State or Territory, a region, or an Institute that participates in a Competition.

Spectator Code of Behaviour means the national policy that addresses behaviour at Matches to ensure all spectators and participants are able to enjoy Matches in a safe and comfortable environment, as specified in **Annexure D** or as varied by FFA from time to time in accordance with these Statutes.

Standing Committee means a standing committee constituted under the Constitution or Part IV of these Statutes.

Team Official means any personnel involved with the management, preparation or participation of a Club's team (whether paid or unpaid), including the coaches, managers, medical staff (including team or match day doctor), physiotherapists, gear persons and other support staff.

I. GENERAL PROVISIONS

Article 1 Name, headquarters, legal form

- ¹ Football Federation Australia Limited is a company limited by guarantee incorporated and registered under the *Corporations Act*. The operation of the company is governed by the laws of Australia and its Constitution.
 - ² The headquarters of Football Federation Australia Limited are in Sydney, New South Wales, Australia.
 - ³ Football Federation Australia Limited is a member of FIFA and of the Asian Football Confederation.
 - ⁴ The flag of Football Federation Australia Limited is the Australian national flag.
 - ⁵ The logos of Football Federation Australia Limited are as specified in Annexure B.
 - ⁶ The abbreviation of Football Federation Australia Limited is FFA.
 - ⁷ The **FFA Brand** and other key names and marks are protected as intellectual property rights, including copyright and, where appropriate, as registered trade marks or designs.
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Article 2 Objectives

The objectives of FFA are:

- a) the objects for which FFA is established, as specified in article 1 of the **Constitution**;
 - b) to constantly improve the game of football and promote, regulate and control it throughout Australia in the light of fair play and its unifying, educational, cultural and humanitarian values, particularly through youth and development programs;
 - c) to respect and prevent any infringement of the statutes, regulations, directives and decisions of FIFA, of AFC and of FFA as well as the Laws of the Game and to ensure that these are also respected by its Members;
 - d) to prevent all methods or practices that might jeopardise the integrity of Matches or Competitions or that give rise to abuse of Association Football;
 - e) to manage international sporting relations connected with Association Football in all its forms;
 - f) to host competitions at international and other levels; and
 - g) any other objectives deemed appropriate by FFA on notification from time to time.
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Article 3 Neutrality and non-discrimination

- ¹ FFA is neutral in matters of politics and religion.

² FFA is committed to providing a sport and work environment free of discrimination and harassment (sexual or otherwise), where individuals are treated with respect and dignity.

³ Discrimination of any kind against a country, private person or group of people on account of race, colour, religion, language, politics, national or ethnic origin, gender, transgender, sexual orientation, age, marital status, pregnancy or intellectual or physical impairment or any other attribute specified under commonwealth or state legislation is strictly prohibited and punishable by disciplinary sanction, including suspension or expulsion.

⁴ Each Member must comply with the **Member Protection Policy**, which establishes the rights and responsibilities of Members in relation to discrimination, harassment and child protection.

⁵ Each spectator at a Match must comply with the **Spectator Code of Behaviour**, which specifies minimum standards of behaviour to ensure all spectators and participants can enjoy Matches in a safe and comfortable environment.

Article **4** **Promoting friendly relations**

¹ FFA must promote friendly relations between its Member Federations, Clubs, Officials and Players and in society for humanitarian objectives.

² Each person and organisation involved in the game of football is obliged to observe these FFA Statutes and the principles of fair play as well as the principles of loyalty, integrity and sportsmanship.

³ FFA has **Grievance Resolution Regulations** that, subject to the A-League Disciplinary Regulations and the Anti-Doping Policy, provide the exclusive and necessary institutional means to resolve any internal dispute or grievance that may arise between Members.

Article **5** **Players**

¹ The status of Players and the provisions for their transfer are regulated by FFA in accordance with the **National Registration Regulations** and, where applicable, the FIFA Regulations for the Status and Transfer of Players.

² Each Member must comply with the National Registration Regulations that, amongst other things, regulate the eligibility, registration, contracting, payments and loan and transfer of Players who enter into, participate in, and leave football in Australia. They apply to all players (whether male or female, junior or senior or Amateur or Professional) and to all forms of organised football under FFA's jurisdiction, including 11-a-side, modified football, futsal, indoor and beach football.

³ Each Player must be registered with FFA in accordance with the National Registration Regulations.

⁴ A Club cannot field a Player in a Match unless that Player is registered by FFA with that Club.

Article **6** **Laws of the Game**

¹ FFA and its Members must play Association Football in compliance with the Laws of the Game issued by IFAB. Only IFAB may lay down and alter the Laws of the Game.

² FFA and its Members must play futsal in accordance with the Futsal Laws of the Game, as issued by the FIFA Executive Committee.

Article **7** **Conduct of Bodies and Officials**

Each Body and Official must observe the statutes, regulations, directives, decisions and the Code of Ethics of FIFA, of AFC and of FFA in their activities, including these FFA Statutes.

Article **8** **Mandatory Compliance**

¹ Each Member must comply with the FFA Statutes (including any Annexures from time to time), including:

- (a) Member Protection Policy;
- (b) National Registration Regulations;
- (c) National Code of Conduct;
- (d) National Disciplinary Regulations; and
- (e) Anti-Doping Policy.

² Each Member must comply with any determination of a Judicial Body made in accordance with Part V.

³ Any Member who infringes or breaches any term of these FFA Statutes will be subject to disciplinary sanction in accordance with Part V.

Article **9** **Official language**

The official language of FFA is English.

II. MEMBERSHIP

Article 10 Admission, termination and cessation

- ¹ The admission of membership to FFA is governed by article 3 of the Constitution, including the procedure for application to membership.
 - ² The members of FFA are:
 - a) the State Bodies;
 - b) the chair from time to time of each Standing Committee; and
 - c) a representative from time to time of any one or more Football Leagues established by FFA,as those terms are defined under article 3 of the Constitution, (**FFA Members**).
 - ³ The termination or cessation of membership of FFA is governed by article 3 of the Constitution.
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Article 11 FFA Member rights

The rights of FFA Members are governed by the Constitution, including article 6 in relation to voting rights.

Article 12 Member obligations

- ¹ The obligations FFA Members are governed by the Constitution, including article 7 in relation to obligations of Member Federations.
 - ² A Member Federation must:
 - a) organise, promote and administer football throughout its own state or territory jurisdiction;
 - b) implement and enforce these FFA Statutes throughout its jurisdiction, including the communication and education of any variations to these Statutes from time to time; and
 - c) ensure compliance of these Statutes by the District Associations, Competition Administrators and Clubs within its jurisdiction.
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Article 13 Status of Member Federations, Competitions and Clubs

- ¹ A Member Federation, Competition and Club must be subordinate to and recognised by FFA. These Statutes define the scope of authority and the rights and duties of these Bodies. The statutes and regulations of these Bodies must be approved by FFA.

² Each new and continuing Competition must be registered with, and sanctioned by, FFA in accordance with procedures specified in the National Registration Regulations. Once a Competition is sanctioned, a Member Federation is responsible for ensuring that the Competition Rules of any Competition within its jurisdiction are consistent with these FFA Statutes.

³ The A-League is established by FFA and governed by the **A-League Competition Rules**.

⁴ Each Club must be registered with FFA in accordance with the procedures specified in the National Registration Regulations. FFA will keep a register of all Clubs.

⁵ A Body wanting to play a Match against a club from another National Association must apply to FFA for sanctioning on the Prescribed Form.

⁶ A Body must take all decisions on any matters regarding their membership independently of any external body. This obligation applies regardless of their corporate structure.

⁷ No natural or legal person (including holding companies and subsidiaries) may exercise control over more than one Club or group whenever the integrity of any Match or Competition could be jeopardised.

III. PATRON AND LIFE MEMBER

Article 14 Patron and life member

- ¹ The Directors may appoint and remove Patrons in accordance with article 9 of the Constitution.
- ² The Annual General Meeting may approve nominations by the Directors of Life Members in accordance with article 9 of the Constitution.
- ³ The Patrons and Life Members may take part in General Meetings and may join the debates, but they are not entitled to vote.
- ⁴ The Patron and Life Members are similar to the FIFA positions of honorary president and honorary members.

IV. ORGANISATION

Article 15 Bodies of FFA

- 1 The General Meeting is the supreme and legislative body.
 - 2 The Board of Directors is the executive body.
 - 3 Standing Committees and ad-hoc committees must advise and assist the Board of Directors in fulfilling its duties.
 - 4 The general secretariat is the administrative body.
 - 5 The judicial bodies are the Disciplinary Committee and the Appeal Committee.
 - 6 The bodies of FFA will be either elected or appointed by FFA itself without any external influence and in accordance with the procedures described in these Statutes and the Constitution.
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Article 16 General Meeting

- 1 The General Meeting is the meeting at which all of the FFA Members convene. It represents the supreme and legislative authority of FFA.
- 2 The provisions relating to the General Meeting are governed by the *Corporations Act* and the Constitution.
- 3 Without limiting the generality of paragraph 2, the provisions in relation to the power to call General Meetings and the proceedings at General Meetings are governed by articles 4 to 6 of the Constitution, including:
 - a) delegate and votes;
 - b) areas of authority;
 - c) quorum of the General Meeting;
 - d) decisions of the General Meeting;
 - e) elections;
 - f) Annual General Meeting;
 - g) General Meeting agenda or notice; and
 - h) minutes.
- 4 The *Corporations Act* dictates that an Annual General Meeting must be held once a year and within 5 months of the end of FFA's financial year.

Article **17** Board of Directors

- ¹ FFA must have a Board of Directors of between 5 and 9 Directors appointed or elected in accordance with the *Corporations Act* and the Constitution.
- ² The provisions in relation to Directors are governed by the *Corporations Act* and by articles 10 to 12 of the Constitution, including:
 - a) composition, election, term of office and eligibility;
 - b) meetings;
 - c) powers and duties;
 - d) decisions, conflicts of interest and minutes; and
 - e) dismissal of a person or body.
- ³ A member of the Board of Directors may not at the same time be a member of a Judicial Body of FFA.

Article **18** President

- ¹ The President of FFA is the Chairman of the Board of Directors.
- ² The Chairman is elected by his or her fellow Directors under article 10 of the Constitution and has the rights and responsibilities as prescribed by the Constitution.

Article **19** Standing Committees

- ¹ The standing committees of FFA are:
 - a) Referees' Standing Committee;
 - b) Coaches' Standing Committee;
 - c) Players' Standing Committee;
 - d) Women's Standing Committee;
 - e) Futsal Standing Committee; and
 - f) such other Standing Committee established by the Directors as they see fit under the Constitution.
- ² A Standing Committee is constituted and regulated under the By-Laws to the Constitution, including in relation to its purpose, functions, membership and operation.

Article **20** **Ad-hoc committees**

The Directors may create ad-hoc committees for special duties and for a limited period of time. The purpose, functions, membership and operation are to be defined in special regulations drawn up by the Directors. An ad-hoc committee shall report directly to the Board of Directors.

Article **21** **General secretariat**

The general secretariat shall carry out all the administrative work of FFA under the direction of the General Secretary. The members of the general secretariat are bound by the internal organisational regulations of FFA and shall fulfil the given tasks in the best manner.

Article **22** **General Secretary**

- ¹ The General Secretary is the chief executive of the general secretariat.
- ² The Chief Executive Officer of FFA is the General Secretary.
- ³ The Chief Executive Officer is appointed and removed by the Directors and has the powers, duties and authorities as prescribed by the Constitution and, in particular, article 13.

V. JUDICIAL BODIES AND DISCIPLINARY SANCTIONS

Article 23 Jurisdiction of grievance resolution

¹ **FIFA:** If a Member has or is involved in a dispute or grievance within the jurisdiction of FIFA Statutes (including the FIFA Disciplinary Code), that Member submits to the jurisdiction of FIFA and agrees to comply with the decisions passed by the FIFA judicial bodies. FIFA has jurisdiction on:

- a) breaches of FIFA Statutes;
- b) competitions and matches organised by FIFA, including the FIFA World Cup, FIFA Women's World Cup, FIFA World Championships, FIFA Confederations Cup and FIFA Club World Championships;
- c) international disputes, including disputes between parties belonging to different National Associations and/or Confederations; and
- d) any other matter prescribed by FIFA Statutes from time to time.

² **AFC:** If a Member has or is involved in a dispute or grievance within the jurisdiction of AFC Statutes (including the AFC Disciplinary Code), that Member submits to the jurisdiction of AFC and agrees to comply with the decisions passed by the AFC judicial bodies. AFC has jurisdiction on breaches of AFC Statutes and on competitions and matches organised by AFC, including the AFC Asian Cup and the AFC Champions League.

³ **FFA:** FFA has jurisdiction on all internal national disputes, being disputes between Members. There are 3 broad areas of jurisdiction:

- a) an appeal from a Member from a sanction imposed or decision made directly by FFA under these Statutes, including for breaches of the National Registration Regulations or National Code of Conduct, or under any FFA licensing or accreditation program;
- b) a Grievance arising in relation to an entity or person involved in a competition, tournament or match under FFA's control, including a National League, National Championships or National Team match staged by FFA and specifically in relation to the A-League as specified in the A-League Disciplinary Regulations; and
- c) a dispute or grievance arising through a Member Federation, including:
 - i. an appeal from a sanction imposed or decision made by a Member Federation judicial body (once that Member Federation's own grievance procedure has been exhausted); or
 - ii. FFA exercising its right of intervention in a Member Federation investigation or hearing under article 23 paragraph 5 below.

⁴ **Member Federation:** A Member Federation:

- a) has jurisdiction to determine disputes or grievances that arise between Members within that Member Federation's jurisdiction, including its District Associations, Clubs, Players and Officials, and in relation to competitions, tournaments or matches under that Member Federation's control;
- b) must ensure its grievance procedure is not inconsistent with any term of these FFA Statutes or Grievance Resolution Regulations and submit it to FFA for prior approval; and
- c) must, if requested by FFA in writing, allow FFA to be heard and to make submissions in a Member Federation disciplinary investigation or hearing.

⁵ FFA reserves the right to intervene in a Member Federation investigation or hearing if it thinks, in its absolute discretion, that the matter has the potential to adversely affect FFA or football generally. FFA exercises its right of intervention by serving notice on the Member

Federation and, from the date of that notice, FFA takes over the investigation and determination of the matter with its decision binding on all parties.

⁶ FFA reserves the right to sanction serious infringements of the objectives of FFA if a Member Federation (or their District Association, Competition Administrator or Club) fails to prosecute infringements committed.

Article **24** FFA Judicial bodies

¹ The Judicial Bodies of FFA are:

- a) the Disciplinary Committee; and
- b) the Appeal Committee.

² The responsibilities and functions of the Judicial Bodies are governed by this Part V, the A-League Disciplinary Regulations, the Anti-Doping Policy and the Grievance Resolution Regulations.

³ A Judicial Body may pronounce the sanctions as described in this Part V.

⁴ If a member of a Judicial Body resigns or is unwilling or unable to act or continue, FFA will appoint a replacement.

⁵ The decision-making powers of the Standing Committees remain unaffected.

⁶ A member of a Judicial Body cannot belong to any other body of FFA at the same time.

Article **25** Disciplinary Committee

¹ FFA will appoint a Chair and the number of members deemed necessary for the proper functioning of the Disciplinary Committee. The Chair must have legal qualifications.

² The Disciplinary Committee has jurisdiction to determine all Grievances that arise within FFA's jurisdiction (other than an appeal from a Member Federation judicial body which is heard by the Appeals Committee).

³ Subject to the A-League Disciplinary Regulations and the Anti-Doping Policy, the Disciplinary Committee may be represented in a hearing by a sole arbitrator.

Article **26** Appeal Committee

¹ FFA will appoint a President, a Deputy President and the number of members deemed necessary for the proper functioning of the Appeal Committee. The President and Deputy President must have legal qualifications.

² The Appeal Committee has jurisdiction to hear appeals from:

- a) determinations of the Disciplinary Committee; or
 - b) the appeal committee of a Member Federation, but only if the sanction imposed is greater than a fine of \$3,000 or a 6 match suspension. For clarity, that Member Federation's grievance procedure must be fully exhausted.
- ³ 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 decision was one that was not reasonably open to the appeal committee of the Member Federation or Disciplinary Committee (whichever applies) having regard to the evidence before that committee.
- ⁴ In a hearing, the Appeal Committee must consist of 3 persons (including the Chair), unless the parties to that hearing otherwise agree. If the Grievance involves a Professional Player, a former professional Player must be one of the arbitrators.
- ⁵ Each member of the Appeal Committee has a single vote and all decisions of the Appeal Committee will be made by majority vote. If there is an equality of votes, the President has the casting vote.

Article **27** **Grievance Resolution Regulations**

- ¹ Subject to article 27.4 and article 27.5, the Grievance Resolution Regulations specify the rules and procedures that apply exclusively to facilitate the expeditious and fair resolution of Grievances that arise between Members.
- ² Each Member submits exclusively to the jurisdiction of the Grievance Resolution Regulations and agrees that it will not attempt to resolve any Grievance in any court of law or tribunal.
- ³ Subject to prosecution for corruption which has no limitation period, the Grievance Resolution Regulations do not apply if more than 2 years have elapsed since the subject matter of the Grievance arose.
- ⁴ The A-League Disciplinary Regulations specify the rules and procedures that apply to the conduct of the A-League and in particular the prosecution of disciplinary matters arising during matches in the A-League including breaches of the Laws of the Game. In the event of inconsistency between the A-League Disciplinary Regulations and the Grievance Resolution Regulations, the A-League Disciplinary Regulations prevail.
- ⁵ The Anti-Doping Policy specifies the rules and procedures that apply to the conduct of the prosecution of matters arising out of doping. In the event of inconsistency between the Anti-Doping Policy and the Grievance Resolution Regulations, the Anti-Doping Policy prevails.

Article **28** Types of disciplinary sanctions

- ¹ The following disciplinary sanctions may be imposed against a Body:
- a) a reprimand;
 - b) a fine;
 - c) place the Body on a bond;
 - d) a deduction or loss of competition points;
 - e) ban on the registration or transfer of any Players for a specified period of time;
 - f) annulment of registration of a Player;
 - g) suspension from participation in a Match or Matches;
 - h) exclusion, suspension or expulsion from a Competition;
 - i) playing a match without spectators or on neutral territory;
 - j) a ban on playing in a particular stadium;
 - k) annulment of the result of the match;
 - l) relegation to a lower division; or
 - m) such other disciplinary sanctions or measures as is appropriate in all the circumstances, including as prescribed in the FIFA Statutes.
- ² The following disciplinary sanctions may be imposed against an individual (including a Player, Official or Agent):
- a) a reprimand;
 - b) a fine;
 - c) return of award;
 - d) place the individual on a bond;
 - e) ban on registration of Player with any Club for a specified period of time;
 - f) annulment of registration of a Player;
 - g) suspension from participation in a Match or Matches;
 - h) suspension or expulsion from a Competition;
 - i) suspension or cancellation of licence or accreditation, including Licensed Player Agent's licence or coaching accreditation;
 - j) termination of registration or playing contract;
 - k) a ban from the dressing rooms and/or the substitutes' bench;
 - l) a ban from entering a stadium;
 - m) ban on taking part in any football related activity; or
 - n) such other disciplinary sanctions or measures as is appropriate in all the circumstances, including as prescribed in the FIFA Statutes.
- ³ The scope, duration and implementation of sanctions are as specified in the Grievance Resolution Regulations or the A-League Disciplinary Regulations.
- ⁴ In accordance with the Grievance Resolution Regulations and A-League Disciplinary Regulations, a failure to comply with a determination of a Judicial Body is itself a breach of these Statutes.

Article **29** Appeal to Court of Arbitration for Sport

- ¹ In accordance with Articles 62 to 64 of the FIFA Statutes, any appeal against a final and binding FIFA decision shall be heard by the Court of Arbitration for Sport (**CAS**) in Lausanne, Switzerland.

² FFA is responsible for ensuring full compliance and that of the FFA Members with any final decision passed by a FIFA body or CAS.

³ CAS has jurisdiction to hear appeals from the FFA Appeal Committee only if the appeal does not relate to or arise from a violation of the Laws of the Game, FFA's grievance procedure is first fully exhausted and the sanction to be appealed from is one of the following:

- a) a fine greater than \$10,000;
- b) a match suspension greater than 12 months;
- c) exclusion or expulsion from a Competition;
- d) suspension or cancellation of licence or accreditation, including Licensed Player Agent's licence or coaching accreditation; or
- e) ban on taking part in all football related activity.

⁴ The sole grounds for any appeal to CAS against a decision of the FFA Appeals Committee are:

- 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; or
- c) the FFA Appeal Committee wrongly accepted or declined jurisdiction.

⁵ Any appeal from a decision of the FFA Appeal Committee must be solely and exclusively resolved by CAS (Oceania registry, Sydney) according to the Code of Sports-Related Arbitration and applying the law of New South Wales.

⁶ The decision of CAS will be final and binding on the parties and it is agreed that neither party will institute or maintain proceedings in any court or tribunal other than CAS.

⁷ Without limiting the generality of article 29(6) and for further assurance notwithstanding that such provisions have no applicability, there will be no right of appeal under section 38 (Judicial review of awards) and no right to apply for the determination of a question of law under section 39(1)(a) (Determination of preliminary point of law by Supreme Court) of the *Commercial Arbitration Act 1984* (NSW) or equivalent legislation in any of the Australian states or territories.

VI. FINANCE

Article 30 Financial period

- ¹ The financial period of FFA is one year and begins on 1 July and ends on 30 June of the immediately succeeding year.
 - ² The revenue and expenses of FFA will be managed in accordance with generally accepted accounting principles so that they balance out over the financial period. The attainment of FFA's objectives in the future will be guaranteed through the creation of reserves.
 - ³ The General Secretary is responsible for drawing up the annual consolidated accounts of FFA with its subsidiaries as at the end of the financial year.
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Article 31 Revenue

The revenue of FFA arises specifically from:

- a) Members' annual subscriptions;
 - b) receipts generated by the marketing and commercial exploitation of rights to which FFA is entitled, including broadcast and new media rights, sponsorship, merchandise and licensing and ticket receipts;
 - c) fines imposed by the Judicial Bodies;
 - d) grants received from government, FIFA or AFC;
 - e) fees and prize money from participation in matches and competitions; and
 - f) other subscriptions and receipts in keeping with the objectives pursued by FFA.
-

Article 32 Expenses

FFA bears the expenses:

- a) stipulated in the budget, including administrative, operational and marketing expenses;
- b) in the marketing and commercial exploitation of rights to which FFA is entitled, including commissions, venue hire and team assembly costs;
- c) approved by the General Meeting and expenses that the Board of Directors is entitled to incur within the scope of its authority; and
- d) as otherwise incurred in keeping with the objectives pursued by FFA.

Article **33** **Independent auditors**

The independent auditors appointed by the General Meeting must audit the accounts approved by the Board of Directors in accordance with the appropriate principles of accounting and present a report to the General Meeting.

Article **34** **Membership subscriptions**

FFA may determine an amount for annual membership subscriptions, including the time, manner and method of payment of such subscriptions.

Article **35** **Settlement**

FFA may debit any Member's assets to settle claims.

Article **36** **Levies**

FFA may demand that a levy be paid by its Members for Matches.

Article **37** **Club financial accounts**

Each Club must keep:

- a) financial accounts in accordance with generally accepted accounting principles; and
- b) adequate records, documents and accounts in sufficient detail to enable its compliance with these Statutes to be verified.

VII. FFA COMPETITIONS AND COMMERCIAL RIGHTS

Article 38 Competitions

- ¹ FFA organises and coordinates the official competitions held within its territory, including:
 - a) National Leagues;
 - b) National Championships; and
 - c) and such other championships, tournaments, leagues or cups as determined by FFA from time to time.
 - ² FFA may delegate to Member Federations the authority to organise Competitions within that Member Federation's territory. The Competitions organised by a Member Federation must not interfere with those Competitions organised by FFA.
-

Article 39 Commercial Rights

- ¹ FFA and its Member Federations are the original owners of all of the rights emanating from Competitions and other events coming under their respective jurisdictions, without any restrictions as to content, time, place and law. These rights include, among others, every kind of financial rights, audiovisual and radio recording, reproduction and broadcasting rights, multimedia rights, marketing and promotional rights and incorporeal rights such as emblems and rights arising under copyright law.
- ² In this Part VII:

Broadcast Rights mean the right to record FFA Events and Functions for transmission, display and distribution by way of audio, audio-visual, television (including free-to-air, subscription, multichannel, closed circuit and interactive television), televisual exhibition, internet, broadband, mobile and video, in all forms whenever devised in any part of the world, including rights to Virtual Signage.

Club Property means the name, logo, colours, branding, mascot, kit design (including playing strip), club song or any other intellectual property associated with a National League team.

FFA Events mean:

- a) National Championships;
- b) National Leagues;
- c) matches participated in by a National Team; and
- d) matches participated in by an Australian club or team in a FIFA or AFC sanctioned match or tournament.

Functions mean any events or functions organised, controlled or sanctioned by FFA relating, directly or indirectly, to FFA Events, including ceremonies, awards nights or official dinners or functions.

Match Statistics mean data, statistics or information relating to FFA Events, football participants and football, collected by or for, or in the possession or control of FFA or a Member, including the match result, number of goals scored, free kicks, penalty kicks, names of goal scorers and red and yellow card infringements.

Virtual Signage means any form of signage or advertising that is not physically at the venue, including the electronic or other digital insertion of words, figures, numbers, information, visual images or other material into a television or other broadcast in any place.

³ FFA has and retains the exclusive right to commercially exploit the:

- a) FFA Brand;
- b) FFA Events;
- c) Broadcast Rights;
- d) Match Statistics;
- e) Club Property;
- f) licensing and merchandise program, including signed memorabilia, for FFA Events;
- g) official sponsors and suppliers for FFA Events;
- h) match day revenue sources for FFA Events, including ticketing, corporate hospitality and memberships; and
- i) Functions.

⁴ A Member must not:

- a) exploit or grant to any person any of the rights referred to in article 39(3), including commercial, promotional or advertising rights of any nature;
- b) use any FFA Brand or Club Property without the prior written consent of FFA;
- c) organise, assist in organising or sanction any Match or Competition whether national team or club based that, in FFA's reasonable opinion, would compete with, limit or derogate from any FFA Event or commercial rights; and
- d) take any steps that may prejudice FFA's ownership of the FFA Brand or Club Property, including by not transferring any registered names or trade marks or by objecting to FFA's registrations.

⁵ Each Member acknowledges that the FFA Brand is the property of FFA and that its use of the FFA Brand will inure to the sole benefit of FFA. A Member will not grant, nor purport to grant, any right or licence to use the FFA Brand to any third party. A Member will not in any way challenge, or apply for any copyright, trade mark or other intellectual property (whether in respect of the FFA Brand or otherwise) that could adversely affect FFA's ownership of the FFA Brand or assist any other person to do so.

Article **40** **Ticketing Terms for FFA Events**

¹ This article 40 applies to tickets purchased, received or held by a Member in relation to an FFA Event or Function.

² It is an essential condition of the right of admission to the FFA Event conferred on the Member that the Member and each subsequent holder of the ticket agrees with FFA:

- a) not to resell or transfer, or attempt to resell or transfer, the ticket at a premium;
- b) not to use it for advertising, promotion or other commercial purposes (including competitions and trade promotions) or to enhance the demand for other goods or services;
- c) not to bundle it with other goods or services; and
- d) not to sell or attempt to sell the ticket online,

without FFA's prior written consent. If this condition is breached, FFA may, in addition to any other remedy and even if the holder of the ticket did not have notice of the condition or the

breach, deny the holder admission to the match and retain the price of the ticket.

³ Photographs taken within a venue staging an FFA Event may be used only for private and non-commercial purposes. For the avoidance of doubt, commercial purposes include sale of photographs on the internet, licensing, merchandising, memorabilia or marketing. Making or distribution of broadcasts, commentary, news reports or statistics (by any means in any format or media including any such commentary made by mobile phone or other wireless device) is prohibited.

⁴ Spectators must comply with FFA's Spectator Code of Behaviour.

Article **41** Communication and privacy

¹ FFA is responsible for:

- a) the marketing and promotion of FFA, the FFA Brand and FFA Events;
- b) controlling media accreditation to all FFA Events, including processing applications and issuing accreditation terms;
- c) handling all media enquiries that relate to FFA or FFA Events; and
- d) the creation of a website to be the exclusive home of football in Australia.

² Each Member Federation and Club acknowledges that FFA has access to the personal information of Players, Officials, members and customers for use by FFA for compliance with FFA Statutes (including registration), organisation of Competitions and Matches, direct communication and, with consent of the relevant party, for disclosure to partners.

³ Each Member must comply with the **Privacy Policy**, including by obtaining appropriate consent for the collection, use and disclosure of personal information.

VIII. INTERNATIONAL MATCHES AND COMPETITIONS

Article 42 International matches and competitions

¹ The authority for organising international matches and competitions between National Association teams and between international leagues and/or club teams lies solely with FIFA. No match or competition shall take place without the prior permission of the FIFA Executive Committee. In addition, permission from the relevant Confederation may be required in accordance with the FIFA regulations.

² FFA is bound to comply with the international match calendar compiled by FIFA.

Article 43 Prohibited Contacts

FFA must not play matches or make sporting contacts with National Associations that are not members of FIFA or with provisional members of a Confederation without the approval of FIFA.

Article 44 Approval

Competitions and Clubs that are affiliated to FFA cannot belong to another National Association or participate in competitions in the territory of another National Association without the authorisation of FFA, the other National Association and of FIFA.

IX. FINAL PROVISIONS AND INTERPRETATION

Article 45 Unforeseen contingencies and force majeure

The Board of Directors shall have the final decision on any matters not provided for in these Statutes or in cases of force majeure.

Article 46 Dissolution of FFA

¹ Any decision relating to the dissolution or winding-up of FFA must be in accordance with the Constitution.

² If FFA is disbanded, its assets shall be transferred in accordance with the Constitution to a body having similar objectives.

Article 47 Continued application to Members

These Statutes continue to apply to a Member even after that Member's association, employment or engagement with football has ended, if that Member breached these Statutes while a current Member.

Article 48 Interpretation of Statutes

¹ In these Statutes:

- (a) any use of the word 'includes' or words such as 'for example' or 'such as' do not limit anything else that is included in general speech;
- (b) references to natural persons include both genders;
- (c) the singular case applies to the plural and vice-versa;
- (d) any terms used but not defined have the meaning prescribed to them in the relevant Annexure to these Statutes;
- (e) any reference to '\$' or 'dollars' is to Australian dollars;
- (f) a reference to these Statutes or any Annexure or other document includes a reference to these Statutes or any Annexure or other document as amended or replaced and notwithstanding any changes in the identity of the parties;
- (g) 'day' means a day when the offices of FFA are ordinarily open for business; and
- (h) all notices must be in English and in writing.

² Except for a matter determined in accordance with the Grievance Resolution Regulations, FFA will interpret all terms of these FFA Statutes as promulgated by FFA from time to time and any such interpretation will be final and binding on every person.

Article **49** **Review and Variation**

¹ FFA will review these Statutes regularly and at least every 2 years to ensure they continue to meet the stated objectives.

² FFA may vary these Statutes from time to time or make such further regulations as it deems fit, including to implement changes to FIFA Statutes or to AFC Statutes. If any Annexure has its own variation terms, FFA must vary that Annexure only in accordance with those terms.

Article **50** **Inconsistency of Member regulations**

If there is any inconsistency between a term of these Statutes and a term of any Member Federation regulation or any Competition Rule, the term of these Statutes will govern to the extent of that inconsistency and the inconsistent term is void and of no effect.

Article **51** **Enforcement**

These Statutes were adopted by the Board of Directors and will come into force on 1 January 2009

ANNEXURE A CONSTITUTION

ANNEXURE B FFA BRAND

The names, logos and marks of FFA are:

- (a) Football Federation Australia name and logo;
- (b) National teams' logo;
- (c) National men's team names, including Socceroos, Olyroos, Young Socceroos and Joeys;
- (d) National women's team names, including Matildas and Young Matildas;
- (e) name, logo or image of any trophy pertaining to a Competition or Match controlled by FFA, including the A-League trophy;
- (f) A-League name and logo;
- (g) Adelaide United name and logo;
- (h) Central Coast Mariners name and logo;
- (i) Melbourne Victory name and logo;
- (j) Newcastle Jets name and logo;
- (k) Perth Glory name and logo;
- (l) Queensland Roar name and logo;
- (m) Sydney FC name and logo;
- (n) Wellington Phoenix name and logo;
- (o) "It's football but not as you know it";
- (p) Football Anytime;
- (q) other marks and logos reflecting marketing and promotional activities from time to time, including the paint ball and Destiny 06 campaigns; and
- (r) any other name, logo or imagery as notified by FFA from time to time.

ANNEXURE C **MEMBER PROTECTION POLICY**

ANNEXURE D **SPECTATOR CODE OF BEHAVIOUR**

ANNEXURE E **NATIONAL REGISTRATION REGULATIONS**

ANNEXURE F **NATIONAL CODE OF CONDUCT**

ANNEXURE G **NATIONAL DISCIPLINARY REGULATIONS**

ANNEXURE H GRIEVANCE RESOLUTION REGULATIONS

ANNEXURE I PRIVACY POLICY

ANNEXURE J A-LEAGUE DISCIPLINARY REGULATIONS

ANNEXURE K **NATIONAL ANTI-DOPING POLICY OF FFA**
