



**FOOTBALL  
WEST**

# Disciplinary & Grievance Regulations 2026

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### **Document History**

<b>Version</b>	<b>Date</b>	<b>Description of Change</b>
<b>v6.2</b>	9th January 2026	Initial version released to stakeholders and published on the Football West website
<b>v6.3</b>	23th January 2026	Referencing and typo errors corrected: <ul style="list-style-type: none"><li>• Clause 7.3.1 amended to reference Regulation 7.5.1 (previously 7.5.1.1).</li><li>• Spelling correction of the word "Any" in Regulation 8.4.1.</li><li>• Table of Offences (Table C) amended to reference Regulation 2.6 (previously Regulation 2.7).</li><li>• References to "Notice of Appeal" form updated to "Request for Appeal"</li></ul>

## **Table of Contents**

1.	INTRODUCTION	4
2.	CONDUCT RULES	6
3.	DISCIPLINARY PROCEEDINGS	9
4.	FOOTBALL WEST COMMITTEES AND JUDICIAL BODIES	11
5.	COMPETITION MANAGEMENT COMMITTEE	14
6.	DISCIPLINARY AND ETHICS COMMITTEE	18
7.	GENERAL PURPOSES TRIBUNAL	23
8.	APPEAL TRIBUNAL	30
9.	NO RECOURSE TO COURTS	35
10.	ADMINISTRATIVE PROCEDURES FOR ALL JUDICIAL BODY HEARINGS	35
11.	SPECTATORS	39
12.	MANDATORY MATCH SUSPENSIONS FOR YELLOW CARD OFFENCES	39
13.	TEAM OFFICIAL OFFENCES	43
14.	MANDATORY MATCH SUSPENSIONS FOR RED CARD OFFENCES	47
15.	SERVING A MATCH SUSPENSION	48
16.	TEAM MISCONDUCT	50
17.	FAILURE TO RESPECT A DETERMINATION	50
18.	FOOTBALL WEST AND JUDICIAL BODY PANEL MEMBER IMMUNITY	51
19.	SUBSTANTIAL COMPLIANCE	51
20.	APPLICABLE LAW	52
21.	AMENDMENT OF THESE REGULATIONS	52
22.	NOTICES	52
23.	DEFINITIONS	53
	SCHEDULE 1: TABLE OF OFFENCES	60
	SCHEDULE 2: SANCTION TYPES	73
	SCHEDULE 3: THREE STRIKE POLICY	75

## 1. INTRODUCTION

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### 1.1 Introduction

- 1.1.1. These Disciplinary and Grievance Regulations are established to provide a fair, transparent and consistent framework for addressing complaints, disputes, misconduct and disciplinary matters within football.
- 1.2 They are intended to protect the integrity of the sport, ensure the safety and dignity of all participants and uphold the standards and values of our organisation.
- 1.3 These Regulations aim to promote accountability, respect and fair play across all levels of football by setting out clear processes for managing matters of concern. In doing so, they seek to maintain confidence in the governance of football, safeguard the reputation of the sport and foster a safe environment for all participants.

### 1.4 Objectives

- 1.4.1 The objectives of these Regulations are to:
  - 1.4.1.1 ensure that all Clubs, Club Associates and Match Officials observe the Laws of the Game, FA Statutes and Regulations, Football West Constitution, Competition Rules and Regulations and policies;
  - 1.4.1.2 ensure that Football is played competitively and in the spirit of fair play in accordance with the Laws of the Game;
  - 1.4.1.3 encourage participation in Football and to improve and advance Football as a spectator sport, and to provide a safe and secure playing and spectating environment;
  - 1.4.1.4 provide an impartial, fair and effective system that sets out procedures for the administration and determination of grievances, incidents, disciplinary, dispute and conduct matters involving Participants;
  - 1.4.1.5 ensure consistency and transparency in the handling of grievances, incidents, disciplinary, dispute and conduct matters involving Participants under these Regulations;
  - 1.4.1.6 to impose Penalties which are both appropriate and designed to deter conduct which constitutes an Offence, such as unsporting behaviour, violence, and discrimination on any grounds including race, gender, religion, impairment and sexual orientation or conduct which detrimentally affects the reputation of Football and Football West.

### 1.5 Scope

- 1.5.1 These Regulations apply to:
  - 1.5.1.1 all Players, Club Officials, Association Officials, Match Officials that participate in Football West Competitions;

- 1.5.1.2 all Players, Club Officials, Club Associates, Association Officials and Match Officials that participate in competitions in Western Australia organised, sanctioned or regulated by affiliated associations (with such competitions also being subject to rules, regulations and policies of the applicable affiliated association);
- 1.5.1.3 Clubs and Affiliated Associations; and
- 1.5.1.4 spectators that attend Football West-sanctioned Matches or events.

## 1.6 **Application and interpretation**

- 1.6.1 These Disciplinary and Grievance Regulations are to be implemented in conjunction with the Football Australia (**FA**) Statutes and Regulations and Football West (**Football West**) Competition Rules and Regulations.
- 1.6.2 In the event of inconsistency between these Regulations and any other FA or Football West Regulations, the interpretation will prevail in the following order:
  - 1.6.2.1 FA Constitution;
  - 1.6.2.2 FA Grievance Procedure;
  - 1.6.2.3 National Registration, Status and Transfer Regulations;
  - 1.6.2.4 National Disciplinary Regulations;
  - 1.6.2.5 these Regulations; then
  - 1.6.2.6 Football West Competition Rules and Regulations.
- 1.6.3 In these Regulations, unless the context otherwise requires:
  - 1.6.3.1 headings are for convenience of reference only and do not affect interpretation;
  - 1.6.3.2 references to any gender include all genders;
  - 1.6.3.3 references to the singular apply to the plural and vice versa;
  - 1.6.3.4 references to a person include physical persons or any other entity recognised by law and vice versa;
  - 1.6.3.5 where a word or phrase is defined, its other grammatical forms have a corresponding meaning;
  - 1.6.3.6 any reference to a paragraph number refers to a paragraph in the same article unless otherwise stated;
  - 1.6.3.7 any reference to a party to this document includes its successors and permitted assigns;

- 1.6.3.8 any reference to any agreement or document includes that agreement or document as amended at any time;
- 1.6.3.9 the use of the word includes or including is not to be taken as limiting the meaning of the words preceding it;
- 1.6.3.10 the word "may" shall be interpreted to mean that the relevant party has sole and absolute discretion to act or refrain from acting, and such action is permissive and not mandatory;
- 1.6.3.11 the expression at any time includes reference to past, present and future time and the performance of any action from time to time;
- 1.6.3.12 reference to a statute includes all Regulations and amendments to that statute and any statute passed in substitution for that statute or incorporating any of its provisions to the extent that they are incorporated;
- 1.6.3.13 all monetary amounts are inclusive of GST unless stated otherwise;
- 1.6.3.14 any term defined in the Constitution or the National Disciplinary Regulations has the same meaning as set out in that document unless defined differently in these Regulations, in which case these Regulations shall take precedence; and
- 1.6.3.15 parts of a Regulation may be valid if other parts or provisions of these Regulations have been removed or deemed invalid.

## 2. CONDUCT RULES

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- 2.1 As a condition of participation in football in Western Australia, each Participant agrees to comply with rules, regulations and policies of FIFA, Football Australia, and Football West (in addition to those adopted by their Association and/or Club), including:
  - 2.1.1 the Laws of the Game;
  - 2.1.2 the Football West Rules and Regulations;
  - 2.1.3 the FA Rules and Regulations; and
  - 2.1.4 any other regulatory document published by FIFA, FA or Football West from time to time.
- 2.2 **Player Ineligibility**
  - 2.2.1 Players must meet all the eligibility criteria set out in the Competition Rules for the Competitions in which they compete, subject to any exemptions including those granted by Football West.

2.2.2 If a Club has a reasonable belief that a Player has played while ineligible, it must inform Football West within 48 hours of the completion of the Match using the Incident Report Form found [here](#) (**Eligibility Protest**).

2.2.3 Football West shall consider an Eligibility Protest submitted in accordance with Regulation 2.2.2, and may change the result of a Match if Football West consider there was an effected breach of the Player Eligibility Rules.

## 2.3 **Misconduct**

Misconduct means any act or omission by a Club, Club Associate or a Match Official that constitutes:

2.3.1 an Offence;

2.3.2 a breach of the Laws;

2.3.3 a breach of the Statutes; or

2.3.4 any conduct which, in the reasonable opinion of Football West, is or may be prejudicial to the interests of Football in Western Australia or to Football West or any of its partners.

## 2.4 **National Disciplinary Regulations**

The National Disciplinary Regulations apply to all Matches played in Australia. Football West hereby incorporates the National Disciplinary Regulations into these Regulations for all Football West Competitions. In these Regulations, Football West has made supplemental rules as permitted by Clause 1.2 of the National Disciplinary Regulations, including as set out at Regulations 12 to 16.

## 2.5 **FA Code of Conduct and Ethics**

The FA Code of Conduct and Ethics apply to all FA Constituents, which includes Participants, and are hereby incorporated into these Regulations.

## 2.6 **Persistent or serious offending by a Club**

2.6.1 Football West may terminate the Affiliation between Football West and the Club if the Club or its Participants (in one or multiple Teams) have engaged in:

2.6.1.1 persistent serious offending as set out in Regulation 2.6.2; or

2.6.1.2 a single serious incident.

2.6.2 Persistent serious offending includes:

2.6.2.1 causing the abandonment of a Match on two (2) or more occasions in a single Competition Season;

2.6.2.2 Club Associates being involved in mass brawls or melees on two (2) or more occasions in a single Competition Season; and

- 2.6.2.3 being guilty of Offence 35 (See Schedule One (1) - Table of Offences) on three (3) or more occasions in any number of Competition Seasons
- 2.6.3 A Club that has its Affiliation terminated will have all its Teams expelled from their respective Competitions.

### **Three Strike Policy**

- 2.6.4 The Three (3) Strike Policy, defined in Schedule 3 applies to all Clubs and Teams in all Competitions.
- 2.6.5 Football West has discretion to:
  - 2.6.5.1 issue a Strike for a breach of the Three (3) Strike Policy;
  - 2.6.5.2 impose a Penalty / Sanction on a Club when any single Team receives Two Strikes; and
  - 2.6.5.3 impose a Penalty / Sanction on a Club when it receives a third Strike in any 12-month period, and/or for each additional Strike received.
- 2.6.6 Disciplinary action taken against a Club or Team as a consequence of the Three Strike Policy will be in addition to and separate from any disciplinary action taken against the Participant(s) who commit an Offence that precedes a Strike.
- 2.6.7 Offences which are subject to the Three (3) Strike Policy are those in Table B of Schedule 1 – Table of Offences, and any others identified in that Schedule 1.
- 2.6.8 Strikes issued to a Club shall:
  - 2.6.8.1 remain valid and on the Club's record for 12 months from the date of the Strike being issued (irrespective of whether a Penalty / Sanction imposed in respect of it); and
  - 2.6.8.2 be published on the Football West website [here](#).

## **2.7 Social Media and Detrimental Public Comment**

Making public comment (whether on social media or otherwise) may be considered a breach of the FA Code of Conduct and Ethics. Football West publishes the Social Media Guidelines to guide Participants on positive online behaviours.

## **2.8 MiniRoos**

- 2.8.1 These Regulations apply equally to all Participants, Clubs and Affiliated Associations in the MiniRoos Competition except:
  - 2.8.1.1 there shall be no Yellow Cards or Red Cards;
  - 2.8.1.2 Sanctions cannot be imposed on the Players; and



- 2.8.1.3 a Player cannot be suspended for the actions of a Spectator relative pursuant to Regulation 11.3.3.
- 2.8.2 Notwithstanding Regulation 2.9.1, Football West may take steps consistent with the FA Safeguarding Policy to consider and respond to serious Player misconduct in a way that protects all children Players' safety and wellbeing.
- 2.9 **Charges against Match Officials**
  - 2.9.1 Match Officials must comply with:
    - 2.9.1.1 FA Statutes including the FA Code of Conduct and Ethics; and
    - 2.9.1.2 Football West Rules and Regulations.
  - 2.9.2 Where Football West has concerns regarding the performance of a Match Official (whether based on its own assessment or reports received), Football West may undertake a Referee Performance Review to assess the Match Official's application of the Laws of the Game, match control, and decision-making. This process is separate from disciplinary procedures and does not limit Football West's discretion under Regulation 3. Following the imposition of a Sanction under these Regulations or by another Constituent, Football West may refuse or revoke the registration or appointment of a Referee (or make those subject to conditions), having regard to the nature of the offence and the sanction imposed.

### 3. DISCIPLINARY PROCEEDINGS

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- 3.1 **Investigation**
  - 3.1.1 Football West may investigate any alleged Misconduct on the basis of a Match Official Report, a complaint by a Club, a report by any other person, or on its own volition upon becoming aware of any other evidence which in its opinion is credible.
  - 3.1.2 All Participants are required to co-operate with Football West in the conduct of any investigation, which may include the production of all relevant raw video footage, documents and/or attendance at an interview. Failure to cooperate with Football West's investigation within the timeframe set out in any such request is a breach of these Regulations.
  - 3.1.3 At any time, Football West may determine whether any charge of Misconduct is to be laid and in relation to such charge whether:
    - 3.1.3.1 it is to be dealt with by the Competition Management Committee; or
    - 3.1.3.2 it is to be referred to the Disciplinary and Ethics Commission; or
    - 3.1.3.3 it is to be dealt with in any other manner which Football West deems appropriate; or
    - 3.1.3.4 no action is to be taken.

- 3.1.4 Such determination shall be at the absolute discretion of Football West and may not be reviewed or challenged by any party.
- 3.1.5 Football West may, where it considers it appropriate, stay any investigation and/or disciplinary proceedings under the Regulations pending the outcome of any investigation or proceedings being conducted by other relevant authorities or organisations into the same or related matters.

### **Provisional Action**

- 3.1.6 Football West may impose provisional action on an individual at any time during an investigation into their Misconduct, to mitigate any risk of harm to others or to the integrity of Football. This may be for any period and under such terms and conditions as Football West deems necessary.
- 3.1.7 Provisional action:
  - 3.1.7.1 may include suspension, supervision, restriction of duties or temporary re-deployment, or suspension or restriction of rights, privileges or benefits; and
  - 3.1.7.2 must not have effect beyond the date upon which any investigation or any subsequent Judicial Body proceedings are concluded.

### **3.2 Show Cause**

- 3.2.1 If Football West elects to pursue any charge of Misconduct pursuant to Regulation 3.1.3 above (excluding in relation to a Yellow Card or Red Card which shall proceed in accordance with Regulation 5 or 6 as applicable), it must provide the Participant, Club or Affiliated Association with:
  - 3.2.1.1 a notice containing particulars of the alleged breach; and
  - 3.2.1.2 an opportunity to show cause as to why Sanctions should not be imposed, within the time and in the form specified in the notice provided by Football West.

### **3.3 Sanctions**

- 3.3.1 Football West may impose disciplinary sanctions of the scope and nature as set out in Schedule 2, in Article 25.5 of the FA Constitution or as otherwise specified in these Regulations.
- 3.3.2 When issuing a Sanction, the applicable decision-maker shall have regard to the following principles:
  - 3.3.2.1 Sanctions must be proportionate to the nature and seriousness of the Offence and consistent with the objectives of these Regulations.
  - 3.3.2.2 Aggravating and mitigating factors should be taken into account, including those detailed in the National Code of Conduct and Ethics;

- 3.3.2.3 Multiple Offences may result in cumulative or concurrent Sanctions, subject to the total penalty being just and appropriate for the totality of the Misconduct and not less than the minimum Sanction applicable to the most serious Offence.
- 3.3.2.4 The nature of the Competition, level of Participant and other comparable matters shall be considered.
- 3.3.3 A fine must:
  - 3.3.3.1 not be issued to an Amateur;
  - 3.3.3.2 (where issued to a Professional alongside a Suspension) not exceed one half of the total payments they would have received over the duration of that Suspension; and
  - 3.3.3.3 be paid within 30 days of the date imposed, unless otherwise agreed in writing by Football West.
- 3.3.4 A Club is jointly and severally liable for a fine imposed on one of its Club Associates, even if the Club Associate subsequently leaves the Club.
- 3.4 **Reciprocation**
  - 3.4.1 Football West may reciprocate with respect to football in Western Australia, a determination and sanction made by other football organisations or other relevant organisations as follows:
    - 3.4.1.1 Decisions by FA, an FA Member Federation or any other football organisation (or their judicial bodies) may be reciprocated by the CMC, or referred to the Disciplinary and Ethics Committee; and
    - 3.4.1.2 Decisions by any other relevant organisation or authority may be reciprocated by the Disciplinary and Ethics Committee.
  - 3.4.2 Reciprocation under this Regulation 3.5 may be by affirmation, modification, adaptation or extension as the decision maker may consider appropriate.
  - 3.4.3 When considering whether to reciprocate a determination and sanction, the decision maker will have regard to:
    - 3.4.3.1 whether the sanction was so unreasonable as to be manifestly excessive or unduly lenient; and
    - 3.4.3.2 whether the disciplinary proceedings that resulted in the sanction were procedurally unfair or contrary to natural justice, having regard to all the circumstances.

## 4. FOOTBALL WEST COMMITTEES AND JUDICIAL BODIES

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#### 4.1 **Authority to establish**

- 4.1.1 The authority to establish committees and tribunals is vested in the Board of Directors of Football West.
- 4.1.2 These Regulations confirm the establishment of the following bodies:
  - 4.1.2.1 Competition Management Committee (**CMC**);
  - 4.1.2.2 Disciplinary and Ethics Committee (**D&EC**);
  - 4.1.2.3 General Purpose Tribunal; and
  - 4.1.2.4 Appeal Tribunal.

#### 4.2 **Membership and composition**

- 4.2.1 The CMC will comprise of Football West staff or contracted personnel appointed by the Football West Chief Executive Officer (CEO) or Chief Operating Officer (COO). A minimum of three (3) persons must convene to determine a matter.
- 4.2.2 Members of the Disciplinary and Ethics Committee, General Purpose Tribunal and Appeal Tribunal (each a **Judicial Body**) will be appointed by Football West. The Chair and Deputy Chairs of each Judicial Body are appointed by Football West and must have legal qualifications.
- 4.2.3 To hear and determine a matter, a Judicial Body may consist of a sole single member which must be a Chair or Deputy Chair appointed in accordance with Regulation 4.2.2, unless the Chair or Deputy Chair determines in their ultimate discretion that the matter involves complex questions of fact or law which requires three (3) Judicial Body members to determine the matter, or as otherwise specified in these Regulations.
- 4.2.4 Each member of the relevant Judicial Body has and must exercise a single vote.

#### 4.3 **Qualification**

- 4.3.1 Each Judicial Body member must:
  - 4.3.1.1 exercise independent judgement;
  - 4.3.1.2 be independent of Football West in accordance with Regulation 4.3.2 below;
  - 4.3.1.3 have the requisite knowledge, and/or experience, of football, FA Rules and Regulations, and Football West Rules and Regulations; and
  - 4.3.1.4 have the ability to make decisions that take into account the best interests of the game.

4.3.2 Except where Football West otherwise determines, a person shall not be appointed to a Judicial Body if that person has served in the previous twelve (12) months or is currently:

4.3.2.1 a member of the Board, or any standing committee, of Football West;

4.3.2.2 an employee of Football West;

4.3.2.3 a Zone Representative;

4.3.2.4 a member of the Referees Technical Committee;

4.3.2.5 a life member of Football West;

4.3.2.6 a member of the Board of an Affiliated Association or Club;

4.3.2.7 a Player or Club Official;

4.3.2.8 a Match Official; or

4.3.2.9 a General Manager or administrator of an Affiliated Association or Club.

4.3.3 A Judicial Body Member may not represent any party in any proceedings before any Judicial Body during their term.

4.3.4 A Judicial Body Member may be appointed to the Disciplinary and Ethics Committee and the General Purposes Tribunal but otherwise must only sit on one of the three Judicial Bodies.

#### 4.4 **Term**

4.4.1 Judicial Body members shall be appointed for a term of four (4) years unless he or she has resigned or been removed pursuant to Regulation 4.5 (Resignation and Removal of Judicial Body Members).

4.4.2 Football West may extend the term of a Judicial Body member.

#### 4.5 **Resignation and removal**

4.5.1 A member of the Judicial Body Panel may resign by providing notice in writing to Football West.

4.5.2 Football West may remove a member of the Judicial Body Panel with just cause, provided it outlines the reason(s) for the removal in writing and that the relevant person has had an opportunity to respond to the stated reasons in writing.

#### 4.6 **Code of conduct**

4.6.1 Upon their appointment by Football West, each member of the Judicial Body Panel agrees to be bound by, and comply with, the Football West Code of Conduct and FA Code of Conduct as applicable to members of the Judicial Body Panel.

- 4.6.2 Judicial Body Panel Members are required to declare perceived or real conflicts of interests at the commencement of Judicial Body hearings. This may relate to the matter at hand or circumstances that may be impacted by that Judicial Body hearing's decision.

## 5. COMPETITION MANAGEMENT COMMITTEE

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### 5.1 Jurisdiction

- 5.1.1 The Competition Administrator or CMC may issue automatic suspensions to Players and Officials based on Red Card Offences and Yellow Card Offences issued by Match Officials pursuant to these Regulations.
- 5.1.2 The Competition Management Committee (**CMC**) has jurisdiction to:
- 5.1.2.1 implement suspensions for Offences in accordance with the Table of Offences sanctions and these Regulations;
  - 5.1.2.2 rectify an Obvious Error or Mistaken Identity;
  - 5.1.2.3 investigate, make determinations and issue sanctions relating to a breach of any Football West Rules and Regulations (including for serious breaches that escaped the attention of the Match Official); and
  - 5.1.2.4 reciprocate a determination and sanction made by the FA, an FA Member Federation or any other football organisation, pursuant to Regulation 3.5.
- 5.1.3 The CMC shall only have jurisdiction to issue a Sanction of the nature and to the limit set out as follows:
- 5.1.3.1 a suspension or ban of any nature set out in the FA Constitution that is no longer than twelve (12) months unless the penalty consists of a suspended suspension in which case the CMC can implement the sanction provided that the non-suspended part of the sanction is no longer than twelve (12) months;
  - 5.1.3.2 Sanctions on a Club that is no more than a \$2,000 fine and/or a loss of up to 3 Competition points; and/or
  - 5.1.3.3 a reprimand, warning, caution, annulment of registration of a Player, and community or social work.
- 5.1.4 Sanctions other than those outlined in Regulation 5.1.3 may only be issued by a Judicial Body, unless the Participant or Club expressly agrees in writing to a Sanction exceeding the maximum under Regulation 5.1.3 as part of an agreed outcome or consent determination approved by Football West.
- 5.1.5 The application of Red Card Offences and Yellow Card Offences will be implemented in accordance with the National Disciplinary Regulations and these Regulations.

## 5.2 **Determination**

- 5.2.1 The CMC is responsible for reviewing and actioning all Match Official's Reports and Club Reports that have been submitted to Football West. The CMC may seek further clarification from the Match Official, and any such clarification will be considered an addendum to the original Match Official Report.
- 5.2.2 The CMC can determine to take no action, to implement a Sanction in accordance with the Table of Offences and Regulation 5.1.3 or refer the matter to the Disciplinary and Ethics Committee.
- 5.2.3 Subject to Regulation 5.2.4, where the CMC determines that the Minimum Sanction for the relevant Offence is to be imposed in accordance with the Table of Offences, and that is a number of matches, Football West will issue the Participant with a Disciplinary Infringement Notice.
- 5.2.4 The CMC will provide the Club with an opportunity to be heard in relation to the incident whenever:
  - 5.2.4.1 it considers from its initial review that the sanction to be imposed is:
    - (a) greater than the Minimum Sanction for the relevant Offence; or
    - (b) a period of time (and not a number of Matches); and
  - 5.2.4.2 in any other case it considers appropriate.
- 5.2.5 Where a Club is given the opportunity to provide materials to the CMC, it may submit written submissions and evidence including:
  - 5.2.5.1 video footage;
  - 5.2.5.2 photographs; and
  - 5.2.5.3 written statements.
- 5.2.6 Where video evidence is provided to Football West by a Club, Participant or Competition Administrator, the CMC may, in its absolute discretion, refer any incident identified in the footage to the Disciplinary and Ethics Committee. Video evidence provided by a Club or Participant to Football West after the CMC has issued a Disciplinary Infringement Notice, may not be permitted by the Disciplinary and Ethics Committee.
- 5.2.7 The CMC will only consider evidence provided within the timeframe specified by Football West, which will not be less than 24 hours from the time of the relevant request.
- 5.2.8 The CMC may take into consideration a Club or Participant's disciplinary history and any prior sanctions or suspensions that have been applied to the Club or Participant in respect to similar offences. For the avoidance of doubt, a Club or Participant's

disciplinary history is that as held by FA, Football West, a Member Federation and/or an Affiliated Association.

- 5.2.9 Once the CMC has made a determination on a penalty, a Disciplinary Infringement Notice will be sent out to the relevant Club by the relevant Competition Administrator. If the Disciplinary Infringement Notice is in relation to a Participant, the Club is responsible for providing a copy of the Disciplinary Infringement Notice to the Participant.
- 5.2.10 A Participant is not entitled to challenge through the CMC the imposition of any Sanction less than Automatic Match Suspension plus one, except for the ground of Mistaken Identity in accordance with Regulation 5.3.
- 5.2.11 The CMC shall make its determination based on review of materials only, without any oral hearing. The CMC is not required to provide reasons for its determination.
- 5.2.12 The CMC may, in its absolute discretion, refer any matter to the Disciplinary and Ethics Committee for determination.

### **5.3 Contesting a decision based on Mistaken Identity**

- 5.3.1 If a Participant claims that he or she was mistakenly identified as committing a Yellow Card Offence or Red Card Offence in a Match Sheet, Referee Report, Match Official Send-off or Incident Report, the Club must submit the following forms and material to the relevant Competition Administrator within 48 hours of the Match being completed:
  - 5.3.1.1 Written Statement signed by a Participant, submitted by a Club regarding Mistaken Identity ([here](#))
  - 5.3.1.2 Any other evidence which may support the claim for Mistaken Identity including but not limited to any video or photo evidence; and
  - 5.3.1.3 Information on the correct identity of the Participant that they believe committed the Offence.
- 5.3.2 If Football West does not receive the information within the time specified in Regulation 5.3.1 above, the information in the relevant Match Official Report will be deemed as fact.
- 5.3.3 Football West may conduct internal reviews of match footage and Match Official Reports to identify red card errors or Mistaken Identity, which shall be submitted to the CMC for determination in accordance with this Regulation 5.3.
- 5.3.4 After considering the evidence, the CMC will determine whether the claim for mistaken identity should be rejected or upheld.
  - 5.3.4.1 If the CMC rejects a claim for Mistaken Identity, and the Disciplinary Infringement Notice has not already been issued, the CMC will make a determination pursuant to Regulation 5.2.



- 5.3.4.2 If the CMC upholds the Mistaken Identity claim, the appropriately identified Participant will be issued with a Infringement Notice for a Red Card Offence or will be attributed with the Yellow Card for a Yellow Card Offence. If the Infringement Notice was issued to the original Participant, it will be rescinded and removed from the Participant's Disciplinary History.
- 5.3.5 The determination made by the CMC will be made in its absolute discretion and advised to the Club in writing. Any such determination is final and not subject to appeal (save that any determination in accordance with Regulation 5.3.4.1 shall be appealable as otherwise provided for in these Regulations).
- 5.4 Contesting a decision based on Obvious Error**
- 5.4.1 If a Participant claims that a Match Official made an Obvious Error when issuing them with a Red Card Offence, the Club must submit the following forms and material to the relevant Competition Administrator within 48 hours of the Match being completed:
- 5.4.1.1 [Form 19 - Obvious Error](#); and
- 5.4.1.2 any other evidence which may support the claim for Obvious Error limited only to official Club video, audio or photographic evidence (not written statements, or unofficial visual or audio content).
- 5.4.2 If Football West does not receive the information within the time specified in Regulation 5.4.1 above, the information in the relevant Match Official Report will be deemed as fact.
- 5.4.3 Football West may conduct internal reviews of match footage and Match Official Reports to identify Obvious Errors, which shall be submitted to the CMC for determination in accordance with this Regulation 5.4.
- 5.4.4 After considering the evidence, the CMC will determine whether the claim for Obvious Errors should be rejected or upheld.
- 5.4.4.1 If the CMC rejects an application for Obvious Error, and the Infringement Notice has not already been issued, the CMC will make a determination pursuant to Regulation 5.2.
- 5.4.4.2 If the CMC upholds the application for Obvious Error, any Infringement Notice or Sanction already issued to the Participant will be rescinded and removed from the Participant's Disciplinary History.
- 5.4.5 The determination made by the CMC will be made in its absolute discretion and advised to the Club in writing. Any such determination is final and not subject to appeal (save that any determination in accordance with Regulation 5.4.4.1 shall be appealable as otherwise provided for in these Regulations).

## **5.5 Appealing a Decision of the Competition Management Committee (CMC)**

- 5.5.1 A decision of the CMC may only be appealed to the Appeal Tribunal pursuant to Regulation 8.
- 5.5.2 A Club wishing to appeal a decision of the CMC must:
  - 5.5.2.1 complete and submit a Request for Appeal Form within:
    - (a) three (3) days of the decision by the CMC being notified to the Club in relation to a breach of the Laws of the Game or the National Disciplinary Regulations; or
    - (b) five (5) Business Days in the case of all other decisions; and
  - 5.5.2.2 pay the relevant Appeal Fee set out in Regulation 8.5.1.
- 5.5.3 Where Football West does not receive a Request for Appeal and Appeal Fee within the specified timeframe as outlined in Regulation 5.5.2, it will be deemed that the Club or Participant has waived their right to appeal.
- 5.5.4 Once the Request for Appeal and Appeal Fee have been received by Football West, the appeal will be referred to the Appeal Tribunal for determination. This is to be heard as an appeal and not as a new hearing. The appeal decision made by the Appeal Tribunal is considered final and binding and there are no further appeal rights other than any limited appeal rights available under FA Statutes.

## **6. DISCIPLINARY AND ETHICS COMMITTEE**

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### **6.1 Jurisdiction**

- 6.1.1 The Disciplinary and Ethics Committee will be responsible for hearing and determining:
  - 6.1.1.1 any matter referred to it by the CMC or Football West;
  - 6.1.1.2 any application by Football West to reciprocate a determination and sanction, pursuant to Regulation 3.5; and
  - 6.1.1.3 a request from a Club to appeal a decision of Football West to terminate the Club's Affiliation and/or expel it from Competitions.
- 6.1.2 A request from a Club under Regulation 6.1.1.3 must be accompanied by an appeal fee equivalent to that prescribed for an appeal under Regulation 8.4.1 and is limited to the grounds of appeal set out in Regulation 8.2.1 (in both cases as adapted to the circumstances).
- 6.1.3 The Disciplinary and Ethics Committee does not have jurisdiction to hear:
  - 6.1.3.1 a request from a Club for the enforcement of a Competition Rule;

- 6.1.3.2 a matter that is within the jurisdiction of another Judicial Body; or
- 6.1.3.3 any matter outside of Regulation 6.1.1.
- 6.1.4 A Disciplinary and Ethics Committee panel will be constituted on an ad hoc basis from Members of the Judicial Bodies Panel, to hear individual matters as outlined below.
- 6.2 **Matters referred by Competition Management Committee (CMC) or Football West**
  - 6.2.1 The CMC or Football West may refer any matter to the Disciplinary and Ethics Committee for Determination, including but not limited to:
    - 6.2.1.1 any report, charge, alleged breach or matter referred to under the FA National Disciplinary Regulations;
    - 6.2.1.2 any report, charge, alleged breach or matter referred to under FA National Registration, Status and Transfer Regulations;
    - 6.2.1.3 any report, charge, alleged breach or matter referred to under the Football West Competition Rules, Operating Regulations, these Regulations, or Code of Conducts;
    - 6.2.1.4 any other report, charge, alleged breach or matter referred by Football West including serious matters referred to Football West by an Affiliated Association; and
    - 6.2.1.5 a request from a Club in accordance to appeal a decision of Football West to terminate the Club's Affiliation and/or expel it from Competitions.
  - 6.2.2 Prior to the matter being referred to the Disciplinary and Ethics Committee, and only when the CMC has not already sought the Club's comments under Regulation 5.2.4, Football West must notify the Participant, Club or entity that should the Participant, Club or entity wish to provide an explanation or information in relation to the infringement, offence or breach, such explanation or information may be provided in writing to Football West within 48 hours of the request. Football West will consider the information provided.
  - 6.2.3 If it is determined that the matter will be referred to the Disciplinary and Ethics Committee, a Disciplinary Infringement Referral will be issued by Football West to the Club notifying them of the details of the Hearing.
  - 6.2.4 The Disciplinary Infringement Referral shall outline the following information:
    - 6.2.4.1 the name of the Participant, Club or entity;
    - 6.2.4.2 reasonable details of the Match or place where the alleged infringement, offence or breach occurred;
    - 6.2.4.3 reasonable details of the alleged infringement, offence or breach;

- 6.2.4.4 video evidence or materials that are being presented;
  - 6.2.4.5 the date, time and place of hearing; and
  - 6.2.4.6 notice of possible sanctions in accordance with relevant FA and Football West Statutes and Regulations.
- 6.2.5 For determinations relating to a breach of the National and Football West State Disciplinary Regulations, Football West will, where possible, schedule a Disciplinary Hearing before the next applicable Match, or within seven (7) business days of the alleged infringement. In the event that the Disciplinary Hearing cannot take place before the next applicable Match after the Automatic Match Suspension, the CMC may determine that the Participant shall serve a Match Suspension in the interim, pending the Disciplinary Hearing, save that the Participant may seek a stay in accordance with Regulation 15.3, and any Match Suspension served shall be counted towards any eventual Sanction imposed by the Disciplinary and Ethics Committee.
- 6.2.6 All hearings will proceed at the date and time specified in the hearing notice provided by Football West. Any adjournment will be at the discretion of the Disciplinary and Ethics Committee.
- 6.2.7 On receipt of a Disciplinary Infringement Notice, the Club must submit a completed and signed Notice of Response form and any other supporting documentation by 4:00pm on the day prior to the Disciplinary Hearing.
- 6.2.8 A party who admits the charge(s) in a Notice of Response may be eligible for leniency by the Disciplinary and Ethics Committee in respect to any sanction imposed.
- 6.2.9 Where a Notice of Response is not received by Football West within the timeframe specified, it will be deemed that the charged party has admitted to the charge(s) as outlined in the Disciplinary Infringement Notice, has accepted the information outlined in the reports provided and has accepted the proposed Sanction (if specified).

### 6.3 **Disciplinary and Ethics Committee Proceedings**

- 6.3.1 The Disciplinary and Ethics Committee may conduct the hearing in any manner it sees fit including conducting it via video or teleconference and may, if it considers it appropriate, amend the charges and/or adjourn the hearing, provided that:
- 6.3.1.1 all parties affected are given a reasonable opportunity to be heard; and
  - 6.3.1.2 the hearing is conducted with as little formality, and with as much expedition, as proper consideration of the matters permit.
- 6.3.2 The Disciplinary and Ethics Committee is not bound by the rules of evidence or by practices or procedures applicable to courts of record however the Disciplinary and Ethics Committee is required to adhere to the principles of natural justice. The following is applicable to Disciplinary and Ethics Committee proceedings:

- 6.3.2.1 At the commencement of a hearing, the Chair of the sitting Disciplinary and Ethics Committee will read out each charge.
- 6.3.2.2 The Participant or Club charged, if present, will be asked whether they plead guilty or not guilty in accordance with the Notice of Response they have submitted.
- 6.3.2.3 In some cases, the Disciplinary and Ethics Committee, at their discretion, may allow a party to be represented by a person with legal qualifications only if such a request was included in the Notice of Response.
- 6.3.3 The Disciplinary and Ethics Committee may either on its own motion, or on application by a party (having given at least two days' written notice), adjourn the hearing of any matter on such terms as it sees fit. The Disciplinary and Ethics Committee may take into account such matters it considers appropriate, but including avoiding significant costs, hardship or inconvenience to the Club or Participant, and the effect of the adjournment on the ability for a Club or Club Associate to participate in a Match and proper administration and integrity of the Competition.
- 6.3.4 Football West may make such submissions to the Disciplinary and Ethics Committee as it sees fit, either on the question of breach or Sanction.

#### 6.4 **Attendance at a Hearing**

- 6.4.1 By the charged person or Club:
  - 6.4.1.1 Attendance at the hearing of the Disciplinary and Ethics Committee by person(s) or Club(s) who have been charged is mandatory.
  - 6.4.1.2 If a charged person or Club does not attend the hearing, the Disciplinary and Ethics Committee may:
    - (a) hear the matter without the charged person or Club being in attendance; or
    - (b) adjourn the matter, only in exceptional circumstances.
- 6.4.2 By Referee:
  - 6.4.2.1 Any written Send-Off, Incident Report or other such report submitted by an appointed Match Official in relation to any matter before the Disciplinary and Ethics Committee are presumed to be accurate unless the contrary is established. As such, a Match Official will not be required to attend the hearing however the Disciplinary and Ethics Committee may request further information from a Match Official by telephone or in writing.

## **6.5 Witnesses**

- 6.5.1 The hearing of witnesses is at the sole and absolute discretion of the Disciplinary and Ethics Committee. All witnesses that are to attend a hearing of the Disciplinary and Ethics Committee must notify Football West by 4:00pm on the day prior to the Disciplinary Hearing. The Chair of the sitting Disciplinary and Ethics Committee panel will make the determination on the night of the hearing on whether witnesses will be heard and communicate it to the party.
- 6.5.2 The Club or individual may provide witness statements as they see fit. If a witness has provided a written statement and is not present to be questioned about that statement, the Disciplinary and Ethics Committee may attach such weight to the document as it deems appropriate.
- 6.5.3 The parties may call evidence from such witnesses as are permitted by the Disciplinary and Ethics Committee and all such witnesses can be subject to questioning by the other party or members of the Disciplinary and Ethics Committee.
- 6.5.4 The Disciplinary and Ethics Committee may permit a witness to give evidence via the telephone or by such means as the Disciplinary and Ethics Committee deems appropriate.

## **6.6 Evidence**

- 6.6.1 Parties who wish to rely upon documents or other evidence (including video recordings, witness statements, CCTV and photos), must provide copies or confirm their intended use of such material to Football West by 4:00pm on the day prior to the Disciplinary Hearing.
- 6.6.2 If the evidence is not provided or notified within this timeframe, the Disciplinary and Ethics Committee may determine whether the evidence will be permitted.

## **6.7 Completion of evidence**

- 6.7.1 At the completion of the evidence:
  - 6.7.1.1 the parties shall leave the hearing room as requested by the Disciplinary and Ethics Committee;
  - 6.7.1.2 the Committee will consider all the evidence and submissions made during the hearing and decide on the balance of probabilities whether or not the charge(s) or matter has been proven;
  - 6.7.1.3 prior to making a final Determination the Disciplinary and Ethics Committee may call for submissions from the charged party and Football West (subject to the Disciplinary and Ethics Committee's directions including on time allocation and the issues to be addressed); and

- 6.7.1.4 the Disciplinary and Ethics Committee may announce an oral decision at the conclusion of the Disciplinary Hearing or provide its decision at a later time. The Disciplinary and Ethics Committee is not required to give written reasons for its decision but may do so in its sole discretion or if the matter is referred to the Appeal Tribunal.
- 6.7.2 The Determination of the Disciplinary and Ethics Committee will be decided by majority opinion where the Disciplinary and Ethics Committee consists of three (3) persons. Any written reasons provided shall only reflect the decision of the majority.
- 6.7.3 The Disciplinary and Ethics Committee is not bound by the categorisation of the alleged Offence, charge, breach in the Disciplinary Infringement Notice or otherwise, and may determine the Participant or Club guilty of any breach of FA or Football West Regulations it deems appropriate in its sole discretion.
- 6.7.4 Football West will send written notification of the Determination to the relevant Club following the Disciplinary Hearing.
- 6.8 **Duration of hearing**
  - 6.8.1 Disciplinary and Ethics Committee Hearings are scheduled for one (1) hour, or one and a half (1.5) hours in more complex cases, at the discretion of the Disciplinary and Ethics Committee. In exceptional circumstances, as deemed necessary by the Disciplinary and Ethics Committee, a hearing may extend beyond this timeframe.

## 7. GENERAL PURPOSES TRIBUNAL

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### 7.1 Jurisdiction

- 7.1.1 The General Purposes Tribunal has jurisdiction to determine:
  - 7.1.1.1 legal disputes arising out of or in connection with a contractual relationship between:
    - (a) Football West and a Football West Club;
    - (b) a Football West Club and a Football West Club;
    - (c) Football West and an Affiliated Association;
    - (d) a Football West Club and an Affiliated Association; or
    - (e) an Affiliated Association and an Affiliated Association;
  - 7.1.1.2 any other matter that Football West determines, in its absolute discretion, is important to the interests of Football in Western Australia.
- 7.1.2 Regulation 7.1.1 above:
  - 7.1.2.1 includes:

- (a) legal disputes arising from the Football West Rules and Regulations;
  - (b) breaches of applicable governance rules and governing documents; and
- 7.1.2.2 excludes:
  - (a) personal grievances, governance disputes or incidents for which a party does not have an enforceable legal claim;
  - (b) a request that Football West enforce a Competition Rule against another Participant, Club or Association, or other person or entity; and
  - (c) matters that fall within the exclusive jurisdiction of Football Australia including pursuant to the FA Judicial Bodies By-Law or FA National Dispute Resolution Chamber Regulations.

## 7.2 **Formation of a General Purposes Tribunal**

- 7.2.1 Subject to Regulation 7.2.2, Disputes at first instance will be heard by a Panel consisting of a single Judicial Body Member appointed by the Administrator.
- 7.2.2 The Administrator or the single Judicial Body Member may decide on application by either party or on their own motion to convene a Panel of three (3) Judicial Body Members on the grounds that the Dispute involves complex or serious questions of fact or law or matters likely to be of a precedential nature. Reasons are not required for such decision.

## 7.3 **Prior resolution of dispute**

- 7.3.1 Subject to Regulation 7.5.1, before referring any dispute to the General Purposes Tribunal, the party must first seek to resolve its dispute through the Complaints Policy.

## 7.4 **Application to the General Purposes Tribunal**

- 7.4.1 An application for Determination of a Dispute may only be initiated by party listed in Regulation 7.1.1 (**Applicant**).
- 7.4.2 To have the General Purposes Tribunal to hear and determine a Dispute, the Applicant must:
  - 7.4.2.1 comply with Regulation 7.3.1;
  - 7.4.2.2 pay Football West a non-refundable application fee of \$550;
  - 7.4.2.3 lodge a completed and signed Application Form with the Administrator within ten (10) Business Days of the notification of the outcome of the



formal complaint in accordance with the Complaints Policy or as otherwise provided by Regulation 7.5.1; and

- 7.4.2.4 copy the Application Form to the other party (**Respondent**) and any person who is an affected party (**Affected Party**).
- 7.4.3 A Panel will not be convened unless and the application fee has been received by Football West within three (3) business days of the lodging of the Application Form.
- 7.4.4 The Application Form must:
  - 7.4.4.1 be signed by the Applicant, and where the Applicant is a Club or Affiliated Association, that must be the President or Secretary of the Club, or accompanied by a resolution of the committee; and
  - 7.4.4.2 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 name and contact details of any Affected Party;
    - (c) the date on which the event or non-event giving rise to the Dispute took place or concluded (if a series of events);
    - (d) a statement summarising the alleged facts and any legal arguments;
    - (e) an explanation of the provision of the relevant agreement that is alleged to have been breached giving rise to the dispute;
    - (f) the specific relief sought;
    - (g) the party's views on the matter being determined on the papers; and
    - (h) evidence of payment to Football West of the application fee.

## 7.5 **Applicable Timeframes**

- 7.5.1 If a party has an express contractual obligation to refer a Dispute to the General Purposes Tribunal under these Regulations within certain timeframes, that party must do so in accordance with those timeframes failing which the Administrator must not accept an application for determination.
- 7.5.2 It is incumbent upon the Applicant to provide proof that the time limit has been observed.
- 7.5.3 If a Dispute is urgent and any further discussion between the parties is unlikely to resolve that Dispute, such urgency may be indicated on the Application Form which may be taken into account by the Administrator when convening the Panel.

## **7.6 Limitation Periods**

- 7.6.1 Subject to Regulations 7.5.1 and 7.6.2, any application for Determination under these Regulations may not be commenced and the Administrator must not accept any applications for Determination, if more than two (2) years have elapsed since the events giving rise to the Dispute took place and an application which complies with Regulation 7.6 has not been lodged with the Administrator within that limitation period.
- 7.6.2 The limitation period starts the day on which the events giving rise to the Dispute took place or concluded (if a series of events).
- 7.6.3 The limitation period will expire at midnight on the last day of the limitation period. If the last day of the limitation period is not a Business Day, the limitation period will expire at midnight on the next Business Day.
- 7.6.4 The Panel may extend the period set out in Regulation 7.6.1 in exceptional circumstances.

## **7.7 Pre-Hearing Procedure**

- 7.7.1 The Administrator must convene the Panel within twenty-one (21) days of receipt of an Application Form which complies with these Regulations.
- 7.7.2 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).
- 7.7.3 If a party fails to comply with any directions of the Panel or any timetable as determined by the directions hearing without showing sufficient cause for such failure, and that party is:
  - 7.7.3.1 the Applicant, the Panel may discontinue the proceedings; or
  - 7.7.3.2 the Respondent or an Affected Party, the Panel must continue the proceedings;and in either case may issue further directions.

## **7.8 Submissions and Evidence**

- 7.8.1 The terms of this Regulation 7 apply to ensure each party is provided with an opportunity to consider the other party's case in order that it may appropriately respond before the Panel makes its determination.
- 7.8.2 The proceedings before the Panel:
  - 7.8.2.1 will comprise of written submissions, materials, documents or other evidence a party intends to rely on in the hearing; and
  - 7.8.2.2 may include a hearing.

- 7.8.3 The materials referred to in Regulation 7.8.2.1 must:
- 7.8.3.1 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;
  - 7.8.3.2 at the same time also be supplied by email to the Administrator; and
  - 7.8.3.3 at the same time be provided by that party to the other party in hard copy and by email.
- 7.8.4 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 Regulation 7.8.2.1 in accordance with Regulation 7.8.3, 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.
- 7.8.5 There will be only one submission of the materials referred to in Regulation 7.8.2.1 by each party, and no further written submissions or evidence may be produced without the leave of the Panel.
- 7.8.6 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:
- 7.8.6.1 who will represent it at the hearing, including any legal representative;
  - 7.8.6.2 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
  - 7.8.6.3 any person who is reasonably required to assist that party in the proceedings (for example, an interpreter);
- failing which such persons will not be permitted to attend the hearing without the leave of the Panel.
- 7.8.7 The Administrator must promptly provide to the Panel:
- 7.8.7.1 copies of the materials supplied to it in accordance with Regulation 7.8.2.1; and
  - 7.8.7.2 the information provided to it in accordance with Regulation 7.8.6.
- 7.8.8 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.

## **7.9 Hearings**

- 7.9.1 After consulting the parties, the Panel may, if it deems itself to be sufficiently well informed, decide not to hold a hearing and instead determine the matter on the papers.
- 7.9.2 Hearings of the General Purposes Tribunal must be conducted at Football West's head office in Perth, unless otherwise determined by Football West. In any event, Perth will be considered the seat of the General Purposes Tribunal.
- 7.9.3 The Panel has the right to determine all procedures to be adopted during the hearing of a Dispute and may during the course of any hearing:
  - 7.9.3.1 grant or order an adjournment to provide parties with additional time or to consider additional submission or evidence; or
  - 7.9.3.2 admit (subject to Regulation 7.8.5) or request the production of documents or any relevant written evidence available to the parties or any other person, including declarations from the parties and witnesses, expert opinion and video or audio recordings.

## **7.10 Relief**

- 7.10.1 The General Purposes Tribunal may grant such relief as it considers appropriate in the circumstances, including but not limited to:
  - 7.10.1.1 an award of compensatory damages;
  - 7.10.1.2 a declaration as to the rights, obligations or status of a party;
  - 7.10.1.3 an order for specific performance or other injunctive relief; or
  - 7.10.1.4 any other remedy the Tribunal considers just and equitable.
- 7.10.2 The General Purposes Tribunal may determine the conditions applicable to the relief granted in relation to a Dispute, including the terms and time limits for payment in the case of monetary relief.

## **7.11 Determination**

- 7.11.1 A Determination must be made in writing and:
  - 7.11.1.1 contain the names of the Judicial Body Member(s);
  - 7.11.1.2 briefly provide the reasons on which the Determination is based;
  - 7.11.1.3 be signed by the Panel or sole Judicial Body Member (as applicable); and
  - 7.11.1.4 contain the date on which, and the place where, the Determination was made.

- 7.11.2 A copy of the written Determination must be promptly provided to the parties as soon as practicably possible following the Determination being made.
- 7.11.3 A Panel may initially announce the Determination only (verbally or in writing), but must subsequently provide a copy of the written Determination complying with Regulation 7.11.1 in accordance with Regulation 7.11.2.
- 7.11.4 Each member of the Panel has a single vote and where decisions of a Panel are not unanimous, the decision of the majority will prevail. If there is an equality of votes, the Judicial Body Member appointed as the chair of the Panel will have the casting vote. The written Determination shall only reflect the decision of the majority.
- 7.11.5 Unless otherwise specified in a particular regulation or by the body making an award, the award (including where a Determination is announced in accordance with Regulation 7.11.3) has immediate effect.

## 7.12 Settlement

- 7.12.1 Parties are encouraged to settle Disputes and parties may do so at any time, including after an Application Form has been submitted or any proceedings have commenced.
- 7.12.2 If, before a Determination is made, the parties agree on a settlement of the Dispute, the Panel must either:
  - 7.12.2.1 issue an order for the termination of the proceedings; or
  - 7.12.2.2 if requested by all parties and accepted by the Panel, record the settlement in the form of a Determination on agreed terms. The Panel is not obliged to give reasons for such an award.
- 7.12.3 A Determination on agreed terms has the same status and effect as any other Determination on the merits of the case.
- 7.12.4 The Panel must issue an order for termination of any proceedings if the:
  - 7.12.4.1 Applicant withdraws its application for determination;
  - 7.12.4.2 parties submit a written notice agreeing to the termination of the proceedings; or
  - 7.12.4.3 continuation of the proceedings has for any other reason become unnecessary or impossible in accordance with Regulation 7.12.5 below.
- 7.12.5 If, before a Determination is made, the Panel determines that the continuation of any proceedings becomes unnecessary or impossible, 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.
- 7.12.6 A copy of the signed order for termination must be provided to the parties.

## 8. APPEAL TRIBUNAL

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### 8.1 Jurisdiction

- 8.1.1 Subject to Regulation 8.1.2, the Appeal Tribunal is responsible for hearing and determining appeals from Determinations of:
  - 8.1.1.1 the CMC;
  - 8.1.1.2 the Disciplinary and Ethics Committee;
  - 8.1.1.3 the General Purposes Tribunal; and
  - 8.1.1.4 an Affiliated Association (as per Regulation 8.1.4 below).
- 8.1.2 The Appeal Tribunal has no jurisdiction to consider appeals from a Determination by the CMC or Disciplinary and Ethics Committee for which a Sanction less than or equal to the Automatic Match Suspension plus one was imposed.
- 8.1.3 An Appeal Tribunal will be constituted on an ad hoc basis from the Judicial Bodies Panel to hear and determine appeals as referred to it by Football West. No Judicial Bodies Panel Member who sat on the panel for the first instance hearing in Regulation 6.1.4 or Regulation 7.2 is eligible to sit on the Appeal Tribunal.
- 8.1.4 The Appeal Tribunal only has jurisdiction to hear appeals from Affiliated Associations where:
  - 8.1.4.1 the party appealing has exhausted the Affiliated Associations' tribunal;
  - 8.1.4.2 the Affiliated Association provides an appeal avenue to Football West within their regulations or the Affiliated Association formally refers the appeal to Football West;
  - 8.1.4.3 the sanction imposed is greater than 10 Matches (for Participants), 3 championship points (for Clubs) or \$2,000 (for Clubs or Participants); and
  - 8.1.4.4 Football West has granted its consent for the appeal to proceed.

### 8.2 Grounds of Appeal

- 8.2.1 An appeal to the Appeal Tribunal may only be made on one or more of the following grounds:
  - 8.2.1.1 A party was not afforded a reasonable opportunity to be heard.
  - 8.2.1.2 The decision was so unreasonable that no decision maker acting reasonably could have come to that decision having regard to the evidence before it.
  - 8.2.1.3 The determination was affected by bias.

- 8.2.1.4 The Sanction imposed was manifestly excessive or lenient.
- 8.2.2 Subject to Regulation 8.2.3, an appeal may only be brought by:
  - 8.2.2.1 the Club or Association that is the subject of the decision being appealed;
  - 8.2.2.2 the Club of a Participant that is the subject of the decision being appealed;
  - 8.2.2.3 the Association of an Association Official that is the subject of the decision being appealed;
  - 8.2.2.4 the Participant who is subject of the decision being appealed, where:
    - (i) the matter relates to a Code of Conduct and Ethics or other non-match day Misconduct determination; or
    - (ii) the participant is not associated with a Club;
  - 8.2.2.5 a Club that is directly affected by the decision being appealed, subject to receiving permission from Football West; and
  - 8.2.2.6 Football West.
- 8.2.3 A Club cannot lodge an appeal if it has a debt with Football West that is more than thirty (30) days old.
- 8.2.4 For the purposes of Regulation 8.2.2.5, a Club will not be 'directly affected' based solely on it or its Team:
  - 8.2.4.1 having played or being scheduled to play at any point against the Participant, Club or Association that is the subject of the decision;
  - 8.2.4.2 having played or being scheduled to play against a Club at a time when a Participant of that Club has had a Suspension stayed or postponed, or otherwise has a disciplinary matter pending Determination under these Regulations;
  - 8.2.4.3 having been the opponent at the time that the infringement, offence or breach occurred; and
  - 8.2.4.4 being in the same Competition and impacted by a decision to impose a points deduction (or decision not to).

### 8.3 **Composition for Appeal Hearing**

- 8.3.1 The Appeal Tribunal for an appeal from the Disciplinary and Ethics Committee or the General Purposes Tribunal shall comprise three (3) people including:
  - 8.3.1.1 a Chair appointed between the sitting Appeal Tribunal members;

- 8.3.1.2 at least one (1) member of the Appeal Tribunal shall have legal qualifications; and
- 8.3.1.3 no members of the Judicial Body which made the initial Determination.
- 8.3.2 Subject to Regulation 8.3.3, an Appeal Tribunal hearing an appeal of a CMC decision shall comprise one (1) person who shall:
- 8.3.2.1 be a Chair or Deputy Chair of the Appeal Tribunal; and
- 8.3.2.2 have legal qualifications.
- 8.3.2.3
- 8.3.3 Where the Chair considers (whether by application from a Party or otherwise) that the matter involves complex or significant issues, the Chair may determine that the Appeal Tribunal comprise up to three (3) members. In such cases, the Chair shall preside over the hearing.

#### **Request for Appeal by Person or Club**

- 8.3.4 An appeal shall only be accepted by Football West if the Request for Appeal Form is completed and submitted to Football West accompanied by the specified Appeal fee as follows:

<b>Appellant</b>	<b>Competition</b>	<b>Fee</b>
Senior / NPL and State Leagues	Any	\$880.00
All other Leagues	Any	\$660.00
Match Official	Any	\$330.00
Individual	Any	\$330.00

- 8.3.5 The Request for Appeal must specify the grounds upon which the appeal is brought, including particulars relating to such ground(s) in accordance with Regulation 8.2.

#### **Lodgement of Request for Appeal**

- 8.3.6 Unless stated otherwise in these Regulations, a Request for Appeal shall be lodged by:
- 8.3.6.1 delivering; or
- 8.3.6.2 transmitting,
- to Football West within five (5) Business Days of receiving the Determination in writing.



## **Notice for Appeal by Football West**

- 8.3.7 Football West must complete a Notice of Appeal which specifies the grounds upon which the appeal is brought, including particulars relating to such ground(s) in accordance with Regulation 8.2.

### **8.4 Time for Hearing of Appeal**

- 8.4.1 Upon receipt of a Request for Appeal, Football West shall:
- 8.4.1.1 fix the date, time and place for the hearing of the appeal as soon as practicable;
  - 8.4.1.2 advise all parties involved in the appeal in writing of the particulars;
  - 8.4.1.3 appoint representatives from the Judicial Body Panel to sit on the Appeal Hearing (in accordance with Regulation 8.3); and
  - 8.4.1.4 provide all required documentation relating to the hearing to the Appeal Tribunal, the Club concerned, and where notified, to representatives of the parties.
- 8.4.2 The Appeal Tribunal or Football West may vary the date, time or place specified in the Appeal Notice. Where this occurs, Football West shall as soon as practicable, provide all parties interested in the appeal with written notice of any such variation.

### **8.5 Attendance**

- 8.5.1 The appellant and respondent shall attend and appear before the Appeal Tribunal at the date, time and place outlined in the Appeal Notice. Where either party fails to attend before the Appeal Tribunal, the Appeal Tribunal may hear and determine the appeal in that party's absence or adjourn the hearing.

### **8.6 Procedure and Evidence of the Appeal Tribunal**

- 8.6.1 The Appeal Tribunal may regulate the Appeal hearing proceedings in any such manner as the Chairperson of the Appeal Tribunal thinks fit.
- 8.6.2 The Appeal Tribunal is not bound by the rules of evidence or by practices and procedures applicable to Courts but may inform itself as to any matter in such manner as it thinks fit. The Appeal Tribunal is however required to observe the principles of natural justice in conducting its hearings.

### **8.7 Obligations of Appeal Tribunal**

- 8.7.1 The Appeal Tribunal shall:
- 8.7.1.1 provide any person whose interest will be directly and adversely affected by its decision a reasonable opportunity to be heard;
  - 8.7.1.2 hear and determine the matter before it in an unbiased manner; and

8.7.1.3 act with honesty and integrity.

## **8.8 Adjournment and Stay of Determination**

8.8.1 Unless determined otherwise by the Chair of the Appeal Tribunal:

8.8.1.1 where the CMC or Disciplinary Committee imposes a sanction that prevents the appellant from participating in a Match or Matches, the appellant must serve that sanction pending the Determination of the Appeal; and

8.8.1.2 a Determination of the General Purposes Tribunal shall be stayed pending conclusion of the Appeal.

8.8.2 The Appeal Tribunal may of its own decision or upon application by the party, determine:

8.8.2.1 that an Appeal be adjourned; or

8.8.2.2 that a Sanction imposed by the Disciplinary and Ethics Committee be deferred pending the Determination of the Appeal; or

8.8.2.3 that a Determination by the General Purposes Tribunal take effect pending the Determination of the Appeal.

## **8.9 Representation**

8.9.1 During the Appeal proceedings (including at the Appeal Hearing) a person may:

8.9.1.1 make submissions and appear in person; or

8.9.1.2 be legally represented only with leave of the Appeal Tribunal, following at least three (3) Business Days' notice.

8.9.2 Where permission has been granted under Regulation 8.12.1.2, legal counsel may appear at the Appeal Hearing on behalf of the party.

## **8.10 Decisions of the Appeal Tribunal**

8.10.1 The Appeal Tribunal determination will be in accordance with majority opinion of the Members. Any written reasons provided shall only reflect the decision of the majority.

8.10.2 Upon determining that an appeal is successful (in whole or in part) against one or more grounds of appeal, the Appeal Tribunal has the power to:

8.10.2.1 confirm, reduce, rescind, vary or increase any Sanction appealed against;

8.10.2.2 confirm or alter the decision made by Football West in applying the Competition Regulations only where that decision complies with the

Competition Regulations (i.e. correcting a misapplication of the Competition Regulations);

8.10.2.3 impose any sanction or measure, or make any order or decisions, that the Appeal Tribunal thinks fit (subject to compliance with Football West Rules and Regulations); and/or

8.10.2.4 remit the matter back to the original decision maker for reconsideration, with such directions as the Appeal Tribunal sees fit.

8.10.3 A short oral indication of the outcome of the hearing shall be provided to the parties at the conclusion of the hearing unless otherwise specified by the Chair. A written determination (without reasons) will be provided within five (5) business days of the completion of the hearing, where possible. The Appeal Tribunal may in its discretion provide written reasons as soon as reasonably practicable.

8.10.4 A failure to comply with a determination of the Appeal Tribunal is itself a breach of these Regulations and may result in the person or club being sanctioned.

8.10.5 If the appellant is completely successful in its appeal, Football West must refund to the appellant the appeal fee.

## 9. NO RECOURSE TO COURTS

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9.1 Each Club, Affiliated Association and Participant submits exclusively to the jurisdiction of these Regulations and agrees that it will not attempt to resolve any dispute covered by these Regulations by recourse to FA, the Sport West Dispute Support Services or a court of law.

9.2 Any Determination made under these Regulations will be final and binding on the party or parties. Neither party nor an affected party may institute or maintain proceedings in any court of law or tribunal, or the Sport West Dispute Support Services, in relation to such Determination (other than the limited right of appeal to the FA subject to the FA Statutes).

9.3 Without limiting the generality of Regulation 9.1 and for further assurance notwithstanding that such provisions have no applicability, there will be no right of appeal under Regulations 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 Regulation 27J (Determination of preliminary point of law by the Court) of the *Commercial Arbitration Act 2012* (WA).

## 10. ADMINISTRATIVE PROCEDURES FOR ALL JUDICIAL BODY HEARINGS

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### 10.1 Jurisdiction

10.1.1 In the event of a dispute or uncertainty about the jurisdiction of the Disciplinary and Ethics Committee and/or the General Purposes Tribunal, the applicable body (or bodies) must make an application to the Disciplinary and Ethics Committee for determination on jurisdiction.

- 10.1.2 Upon receipt of an application under Regulation 10.1.1, a Chair of the Disciplinary and Ethics Committee shall determine which Judicial Body has jurisdiction over the matter. Where part or all of the matter to be heard is disciplinary in nature, the Disciplinary and Ethics Committee must hear that entire matter including any aspects that would otherwise not fall within its jurisdiction.
- 10.1.3 The Appeal Tribunal has authority and power to determine its own jurisdiction.
- 10.1.4 A determination under this Regulation 10.1 shall be final and binding.
- 10.1.5 In any event, where the chair of FA's Disciplinary and Ethics Committee has made a direction pursuant to Regulation 6.3 or 6.4 of the FA Grievance Procedure, the dispute must be heard by the FA Judicial Bodies notwithstanding that the dispute would otherwise fall within the jurisdiction of these Regulations.
- 10.2 **Dissemination of Documents Electronically**
  - 10.2.1 To ensure that information is provided in an efficient and timely manner, all documents relating to any hearing will be sent by Football West via email.
- 10.3 **Submissions by a Party**
  - 10.3.1 Unless there are exceptional circumstances (to be determined at the sole discretion of Football West or the applicable Judicial Body Panel where granted discretion by these Regulations), documentation will not be accepted by Football West outside of the specified timeframe.
  - 10.3.2 All written submissions, materials, documents or other evidence supplied to Football West will be provided to the other parties (including an Affected Party) involved in the hearing.
- 10.4 **Affected Party**
  - 10.4.1 A party submitting a Request for Appeal Form must state whether there is any other party who may be affected by the decision.
  - 10.4.2 Any Judicial Body hearing a matter may require that any relevant document be given to an Affected Party if it is of the view that the outcome of the hearing may affect the interests of that party.
  - 10.4.3 Football West may, in its absolute discretion, consider itself an Affected Party for the purposes of this Regulation 10.4 if it considers that the determination of a matter may affect the interests of Football West, FA or may bring the game into disrepute or damage the reputation and goodwill of the game.
  - 10.4.4 An Affected Party provided with notice under this Regulation 10.4:
    - 10.4.4.1 may participate in the hearing as an Affected Party and may make submissions;
    - 10.4.4.2 is bound by any decision; and

- 10.4.4.3 who elects not to participate in a hearing cannot subsequently initiate a Dispute under these Regulations in relation to the same subject matter.

## 10.5 **Attendance of an Adult**

- 10.5.1 If a person is under eighteen (18) years of age, they must be accompanied by an adult at a hearing.

## 10.6 **General conduct of Hearings and Tribunals**

- 10.6.1 All proceedings must be conducted in accordance with the principles of natural justice.
- 10.6.2 A Panel may conduct the proceedings (including any hearing) in any matter as it sees fit provided that:
  - 10.6.2.1 all parties are given a reasonable opportunity to be heard; and
  - 10.6.2.2 the proceedings (including the hearing) are conducted with as little formality and technicality and with as much expedition as proper consideration of the matters before it permits.
- 10.6.3 A Panel is empowered to:
  - 10.6.3.1 take evidence, subject to Regulation 6.6. The admissibility and weight to be given to any evidence in proceedings shall be at the discretion of the Panel.
  - 10.6.3.2 require the attendance of any party to give evidence. The hearing of any witness may be determined by the Panel.
  - 10.6.3.3 require the production of any document, information or other evidence in whatever form held by any party.
  - 10.6.3.4 inform itself on any matter or thing in order to properly carry out its function in accordance with these Regulations.
- 10.6.4 Unless there are exceptional circumstances (to be determined by the Appeal Tribunal Panel), in determining any appeal under Regulation 8.2, the Appeal Tribunal Panel shall not consider new evidence to that which was before the body whose decision is being appealed.
- 10.6.5 The Chair of a Judicial Body may issue appropriate directions for the conduct of any matter or hearing.

## 10.7 **Disclosure of Judicial Body Members**

- 10.7.1 In the interests of ensuring independence, Football West will not disclose the names of the Judicial Body Panel Members prior to a hearing to any party.

## 10.8 **Standard of proof**

- 10.8.1 A Panel shall decide matters of fact on the balance of probabilities.

## 10.9 **Evidence**

- 10.9.1 Proceedings before a Judicial Body will not be bound by the rules of evidence usually applicable to proceedings in a court of law.
- 10.9.2 A Match Official Report (including any addendum, a written Send-Off Report, Incident Report) submitted by a Match Official is presumed to be accurate for the purpose of any action taken in relation to alleged Misconduct. The onus is on the party challenging the facts set out in a Match Official Report to establish on the balance of probabilities that the facts are inaccurate or otherwise misrepresent the incident, conduct or event.
- 10.9.3 A conviction for a criminal offence, not subject to appeal shall be unrebuttable evidence of the relevant facts contained within that conviction.

## 10.10 **Costs**

- 10.10.1 The parties attending a Judicial Body Hearing or participating in proceedings shall pay their own costs unless the Panel determines otherwise.
- 10.10.2 A Judicial Body may award costs upon a party for frivolous or vexatious institution, pursuit or defence of, or joining to a proceeding.

## 10.11 **Contempt of Judicial Body**

- 10.11.1 A person appearing before a hearing must not:
- 10.11.1.1 insult a member of a Judicial Body during the course of their duties;
  - 10.11.1.2 repeatedly interrupt the proceedings of a Judicial Body;
  - 10.11.1.3 create a disturbance or take part in a disturbance in or near a place where the Judicial Body Hearing is being conducted;
  - 10.11.1.4 fail to comply with a direction of the Judicial Body; or
  - 10.11.1.5 do any other act or thing that contravenes these Regulations or the FA Code of Conduct and Ethics or brings the game into disrepute.
- 10.11.2 If a Judicial Body deems that a person has breached Regulation 10.11.1, then it may impose Sanctions as it sees fit in accordance with these Regulations or refer the make recommendations to Football West.

## 10.12 **Publication and Confidentiality**

- 10.12.1 Any determination or Sanction may be disclosed on the Football West website except in the case of a minor, where the Panel makes an order for confidentiality, or where there are any other legal requirements.

- 10.12.2 All evidence and information provided in hearings is confidential. Parties and their representatives and witnesses must not use or disclose to any third party any confidential information obtained during proceedings.

## 11. SPECTATORS

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- 11.1 The FA Code of Conduct applies to all Clubs and Participants and provides that Clubs are liable for supporter misconduct.
- 11.2 The FA's Spectator Code of Behaviour, Terms of Admission and any other venue conditions applies to all Spectators attending any Match under the jurisdiction of Football West.
- 11.3 The CMC, Disciplinary and Ethics Committee and Appeal Tribunal have jurisdiction to:
- 11.3.1 issue Sanctions against Clubs for the actions of their supporters (whether or not the supporter has been identified as a particular individual);
  - 11.3.2 issue Sanctions against any Participant for their conduct when spectating; and
  - 11.3.3 suspend from participation in Matches a Player who is the child or other relative of a Spectator, only in exceptional circumstances where there is clear evidence that the Spectator's behaviour is directly connected to the Player and poses a material risk to safety.
- 11.4 Football West may issue a spectator ban against a Spectator who is not otherwise a Participant.
- 11.5 Football West may reciprocate across some or all Matches and Competitions any spectator ban imposed by:
- 11.5.1 FA or a Member Federation under its applicable rules and regulations; and
  - 11.5.2 a Club or Affiliated Association.
- 11.6 All Clubs and Affiliated Associations must take reasonable measures to implement any spectator ban issued or reciprocated by Football West under this Regulation 11.

## 12. MANDATORY MATCH SUSPENSIONS FOR YELLOW CARD OFFENCES

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### 12.1 Table of Offences for Yellow Cards

A Player may be cautioned with a Yellow Card pursuant to the National Disciplinary Regulations and the Laws of the Game, as set out in the below table.

Code	Description
Y1	The player is guilty of unsporting conduct
Y2	The player shows dissent by word or action
Y3	The player persistently infringes the Laws of the Game
Y4	The player delays the restart of play

<b>Y5</b>	The player fails to respect the required distance when play is restarted with a corner kick, free kick or throw in.
<b>Y6</b>	The player enters, re-enters or deliberately leaves the field of play without the Referee's permission

12.2 A Yellow Card issued to a Player may not be reviewed or challenged except in the case of Mistaken Identity.

12.3 A Player must serve an Automatic Match Suspension when they accumulate the following number of Yellow Card Offences in any Competition excluding the Australia Cup Preliminary Rounds or as otherwise determined by Football West.

12.3.1 In the pre-season of any Competition, a Player who accumulates three (3) Yellow Cards must serve an Automatic Match Suspension of one (1) Match.

12.3.2 In the Regular Season of the Tier 1 Leagues and their associated Cup Competitions:

<b>Number of Yellow Card Offences</b>	<b>Period of Suspension</b>
4 cautions	one Match
8 cautions	two Matches (not including any suspension served for reaching a previous threshold)
12 cautions	three Matches (not including any suspension served for reaching a previous threshold)
16 cautions	four Matches (not including any suspension served for reaching a previous threshold)

12.3.3 In the Regular Season of the Tier 2 Leagues and their associated Cup Competitions:

<b><u>Number of Yellow Card Offences</u></b>	<b><u>Period of Suspension</u></b>
5 cautions	one Match
10 cautions	two Matches (not including any suspension served for reaching a previous threshold)
15 cautions	three Matches (not including any suspension served for reaching a previous threshold)
20 cautions	four Matches (not including any suspension served for reaching a previous threshold)

12.4 For the purposes of determining the accumulation of Yellow Cards and imposition of an Automatic Match Suspension under Regulation 12.3:



- 12.4.1 Yellow Card Offences received during:
- 12.4.1.1 a League and its associated Cup Competition shall be recorded and accumulated together;
  - 12.4.1.2 the Australia Cup Preliminary Rounds or the State Cup Final shall be recorded separately from those received during a League and the State Cup (U18s and Reserves);
  - 12.4.1.1 a friendly or Representative Match do not accumulate; and
  - 12.4.1.2 during a Match that is abandoned before completion must be:
    - (i) annulled if the Match is replayed; and
    - (ii) retained if the Match is not replayed.
- 12.4.2 The Competition Regulations may contain Competition-specific rules.
- 12.4.3 If a Player is also registered as a Team Official, or vice versa, Yellow Card Offences will be accumulated together.
- 12.4.4 If a Player receives two (2) Yellow Card Offences during the same Match and therefore receives a Red Card, the two (2) Yellow Cards are expunged from their disciplinary record.
- 12.4.5 If a Player receives a yellow card and then a red card in the same Match, the yellow card will not be expunged and will be counted in the Player's accumulation of Yellow Card Offences.
- 12.4.6 The accumulation of Yellow Card Offences will be reset at the end of the last Match of the pre-season, the Regular Season and any Final Series respectively. This means that Yellow Card Offences accumulated in the pre-season competition do not carry over to the Regular Season and Yellow Cards accumulated in a competition do not carry over to any Finals Series. Match suspensions incurred as a result of the accumulation of Yellow Card Offences will not be cancelled. Any variation on the resetting of Yellow Card Offences may be outlined in the relevant Competition Operating Regulations.
- 12.4.7 Each Club is responsible for maintaining an independent record of their Player's Yellow Card Offences and Red Card Offences and for ensuring a suspended Player does not play, or act in the capacity of a Team Official.

## 12.5 **Serving an Automatic Match Suspension for a Yellow Card Accumulation**

- 12.5.1 The imposition of an Automatic Match Suspension due to the accumulation of Yellow Cards is only effective once the Club has received official notification of the Suspension from Football West.

12.5.2 Any Automatic Match Suspension received due to the accumulation of Yellow Card Offences is to be served in the Competition in which such accumulation occurred, subject to the following:

12.5.2.1 The Competition Regulations may contain Competition-specific rules.

12.5.2.2 Where the Player's Team plays in a League and an associated Cup Competition (including the Australia Cup Preliminary Rounds), the Player serves their suspension in both Competitions, whether they accumulated their Yellow Card Offences in one or both Competitions.

12.5.2.3 A Player who receives a suspension in a reserves league Competition is not eligible to participate in a Seniors Competition Match until the suspension has been served in the reserves league Competition.

12.5.2.4 The Player must serve the suspension in the league Competition in which they gained the highest number of accumulated Yellow Card Offences. If the Yellow Card Offences are accumulated evenly across different grades of Competition, the suspension will be served in the grade that the Player received their last Yellow Card Offence.

12.5.2.5 A suspension to be served in terms of Matches shall only count those Matches participated in by the Team to which the suspended Player belongs.

12.5.2.6 If a Match is abandoned, cancelled or forfeited, a suspension is only considered to be served if the Team to which the suspended Player belongs is not responsible for the fact that led to the abandonment, cancellation or forfeiture of the Match (to be determined in Football West's discretion).

12.5.3 A Player is ineligible to play or otherwise participate in any Match in any Competition (unless provided otherwise in these Regulations) while serving the Automatic Match Suspension in accordance with Regulation 12.5.2. A Player is then eligible to play or otherwise participate in any Match that commences after the conclusion of the final match in which the Automatic Match Suspension is served (including if it is on the same day but later in time).

## 12.6 **Australia Cup Preliminary Rounds:**

12.6.1 A Player who receives three (3) Yellow Cards during the Australia Cup Preliminary Rounds will be suspended for one (1) Match, and the suspension which will be served in the next competitive Match in that Competition (whether in the Australia Cup Preliminary Rounds or the main round organised by Football Australia) (and not in the State Cup Final or applicable Tier 1 League).

12.6.2 All Yellow Cards accumulated in the Hahn Australia Cup will be reset at the completion of the Australia Cup Preliminary Rounds unless the Player has received a suspension due to the accumulation of Yellow Cards.

## 13. TEAM OFFICIAL OFFENCES

### 13.1 Yellow Cards and Red Cards

- 13.1.1 A Team Official may be cautioned with a Yellow Card or Red Card pursuant to the National Disciplinary Regulations and the Laws of the Game, as set out in the below table.

Code	Description
<b>Y-T01</b>	The team official shows dissent by word or action
<b>Y-T02</b>	The team official gestures or acts in a provocative, derisory, or inflammatory manner
<b>Y-T03</b>	The team official excessively or persistently gestures for a Red Card or Yellow Card
<b>Y-T04</b>	The team official is clearly or persistently not respecting the confines of their team's technical area
<b>Y-T05</b>	The team official deliberately enters the technical area of the opposing team (in a non-confrontational manner)
<b>Y-T06</b>	The team official delays the restart of play
<b>Y-T07</b>	The team official shows a lack of respect for the game
<b>Y-T08</b>	The team official engages in persistent unacceptable behaviour
<b>R-T01</b>	Violent conduct
<b>R-T02</b>	Physical or aggressive behaviour (including spitting or biting) towards an opposing Player, substitute, Team Official, Match Official, spectator or any other person
<b>R-T03</b>	Using offensive, insulting or abusive language and/or gestures
<b>R-T04</b>	Biting or spitting at an any person
<b>R-T05</b>	Entering the field of play to: (a) confront a Match Official (including at half-time and / or full-time); or (b) interfere with play or an opposing Player or Match Official
<b>R-T06</b>	Deliberately leaving to technical area to: (a) show dissent towards or remonstrate with a Match Official; or (b) act in a provocative or inflammatory manner
<b>R-T07</b>	Enter the opposing technical area in an aggressive or confrontational manner
<b>R-T08</b>	Deliberately throwing / kicking an object onto the field of play
<b>R-T09</b>	Delaying the restart of play by the opposing team e.g. holding onto the ball, kicking the ball away, obstructing movement of a player
<b>R-T010</b>	Receiving a second caution in the same match

- 13.1.1 Team Officials who commit a Red Card Offence:

- 13.1.1.1 will be expelled from the field of play and its immediate surroundings, including the technical areas and must not be present:
- (a) inside the perimeter fence or barrier; or
  - (b) within at least twenty (20) meters of the perimeter or barrier; or
  - (c) within twenty (20) meters of the field of play in circumstances where no perimeter fence or barrier is present;
- until at least fifteen (15) minutes following the end of the Match;
- 13.1.1.2 may not participate in any Match on the same day, as a Club Associate or Club Official;
- 13.1.1.3 must serve an Automatic Match Suspension; and
- 13.1.1.4 may receive an additional Sanction pursuant to these Regulations.
- 13.1.2 Where an Offence is committed and the offender cannot be identified, the head coach present in the technical area will receive the Yellow Card or Red Card. Any such card issued cannot be challenged for Mistaken Identity.
- 13.2 A Team Official must serve an Automatic Match Suspension when they accumulate the following number of Yellow Card Offences in any Competition excluding the Australia Cup Preliminary Rounds or as otherwise determined by Football West.
- 13.2.1 In the pre-season of any Competition, a Team Official who accumulates three (3) Yellow Cards must serve an Automatic Match Suspension of one (1) Match.
- 13.2.2 In the Regular Season of the Tier 1 Leagues and their associated Cup Competitions:

Number of Yellow Card Offences	Period of Suspension
4 cautions	one Match
8 cautions	two Matches (not including any suspension served for reaching a previous threshold)
12 cautions	three Matches (not including any suspension served for reaching a previous threshold)
16 cautions	four Matches (not including any suspension served for reaching a previous threshold)

- 13.2.3 In the Regular Season of the Tier 2 Leagues and their associated Cup Competitions:

<b>Number of Yellow Card Offences</b>	<b>Period of Suspension</b>
5 cautions	one Match
10 cautions	two Matches (not including any suspension served for reaching a previous threshold)
15 cautions	three Matches (not including any suspension served for reaching a previous threshold)
20 cautions	four Matches (not including any suspension served for reaching a previous threshold)

13.3 For the purposes of determining the accumulation of Yellow Cards and imposition of an Automatic Match Suspension under Regulation 13.2:

13.3.1 Yellow Card Offences received during:

- 13.3.1.1 a League and its associated Cup Competition shall be recorded and accumulated together;
- 13.3.1.2 the Australia Cup Preliminary Rounds or the State Cup Final shall be recorded separately from those received during a League and the State Cup (U18s and Reserves);
- 13.3.1.3 a friendly or Representative Match do not accumulate; and
- 13.3.1.4 during a Match that is abandoned before completion must be:
  - (i) annulled if the Match is replayed; and
  - (ii) retained if the Match is not replayed.

13.3.2 The Competition Regulations may contain Competition-specific rules.

13.3.3 If a Team Official is also registered as a Player, or vice versa, Yellow Card Offences will be accumulated together.

13.3.4 If a Team Official receives two (2) Yellow Card Offences during the same Match and therefore receives a Red Card, the two (2) Yellow Cards are expunged from their disciplinary record.

13.3.5 If a Team Official receives a yellow card and then a red card in the same Match, the yellow card will not be expunged and will be counted in the Player's accumulation of Yellow Card Offences.

13.3.6 The accumulation of Yellow Card Offences will be reset at the end of the last Match of the pre-season, the Regular Season and any Final Series respectively. This means that Yellow Card Offences accumulated in the pre-season competition do not carry

over to the Regular Season and Yellow Cards accumulated in a competition do not carry over to any Finals Series. Match suspensions incurred as a result of the accumulation of Yellow Card Offences will not be cancelled. Any variation on the resetting of Yellow Card Offences may be outlined in the relevant Competition Operating Regulations.

- 13.3.7 Each Club is responsible for maintaining an independent record of their Team Officials' Yellow Card Offences and Red Card Offences and for ensuring a suspended Team Official does not play, or act in the capacity of a Team Official.

#### 13.4 **Serving an Automatic Match Suspension for a Yellow Card Accumulation**

- 13.4.1 The imposition of an Automatic Match Suspension due to the accumulation of Yellow Cards is only effective once the Club has received official notification of the Suspension from Football West.

- 13.4.2 Any Automatic Match Suspension received due to the accumulation of Yellow Card Offences is to be served in the Competition in which such accumulation occurred, subject to the following:

- 13.4.2.1 The Competition Regulations may contain Competition-specific rules.
- 13.4.2.2 Where the Player's Team plays in a League and an associated Cup Competition (including the Australia Cup Preliminary Rounds), the Player serves their suspension in both Competitions, whether they accumulated their Yellow Card Offences in one or both Competitions.
- 13.4.2.3 A Team Official who receives a suspension in a reserves league Competition is not eligible to participate in a Seniors Competition Match until the suspension has been served in the reserves league Competition.
- 13.4.2.4 The Team Official must serve the suspension in the league Competition in which they gained the highest number of accumulated Yellow Card Offences. If the Yellow Card Offences are accumulated evenly across different grades of Competition, the suspension will be served in the grade that the Team Official received their last Yellow Card Offence.
- 13.4.2.5 A suspension to be served in terms of Matches shall only count Matches participated in by the Team to which the suspended Team Official belongs.
- 13.4.2.6 If a Match is abandoned, cancelled or forfeited, a suspension is only considered to be served if the Team to which the suspended Team Official belongs is not responsible for the fact that led to the abandonment, cancellation or forfeiture of the Match (to be determined in Football West's discretion).

- 13.4.3 A Team Official is ineligible to participate in any Match in any Competition (unless provided otherwise in these Regulations) while serving the Automatic Match Suspension in accordance with Regulation 13.4.2. A Team Official is then eligible to

participate in any Match that commences after the conclusion of the final match in which the Automatic Match Suspension is served (including if it is on the same day but later in time).

### 13.5 **Australia Cup Preliminary Rounds:**

- 13.5.1 A Team Official who receives three (3) Yellow Cards during the Australia Cup Preliminary Rounds will be suspended for one (1) Match, and the suspension will be served in the next competitive Match in that Competition (whether in the Australia Cup Preliminary Rounds or the main round organised by Football Australia) (and not in the State Cup Final or applicable Tier 1 League).

## 14. **MANDATORY MATCH SUSPENSIONS FOR RED CARD OFFENCES**

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### 14.1 **Table of Offences – Red Cards**

- 14.1.1 A Player may be issued with a Red Card pursuant to the National Disciplinary Regulations and the Laws of the Game, as set out in the below table.

<b>Code</b>	<b>Description</b>
<b>R1</b>	Serious foul play
<b>R2</b>	Violent conduct
<b>R3</b>	Biting or spitting at an opponent or any other person
<b>R4</b>	Denying the opposing team a goal or an obvious goal-scoring opportunity by deliberately
<b>R5</b>	Denying an obvious goal-scoring opportunity to an opponent moving towards the player's goal
<b>R6</b>	Using offensive, insulting or abusive language and/or gestures
<b>R7</b>	Receiving a second caution in the same match

- 14.1.2 A Team Official may be issued with a Red Card pursuant to the National Disciplinary Regulations and the Laws of the Game.

### 14.2 A Player or Team Official who is shown a Red Card:

- 14.2.1 must leave the field of play and its surroundings and must not be:
- 14.2.1.1 inside the perimeter fence or barrier;
  - 14.2.1.2 within twenty (20) metres of the perimeter or barrier; or
  - 14.2.1.3 within twenty (20) metres of the field of play in circumstances where no perimeter fence or barrier is present;
- until at least fifteen (15) minutes following the end of the Match;
- 14.2.2 must not participate in any Match on the same day, whether as a Player, Club Associate, Club Official or in any other official capacity for any Club (which shall not be counted for the purposes of any Suspension);
- 14.2.3 must serve an Automatic Match Suspension; and

- 14.2.4 must serve an Additional Suspension in accordance with the National Disciplinary Regulations and these Regulations.
- 14.3 The Competition Administrator shall send a notification to the relevant Club of the Player's or Team Official's Automatic Match Suspension as soon as possible following the relevant Match.
- 14.4 Any suspension incurred pursuant to a Red Card Offence:
- 14.4.1 must be served in the next competitive Match that the Player's or Team Official's team participates regardless of the Competition in which the Red Card Offence was committed;
- 14.4.2 is effective whether or not the Disciplinary Infringement Notice is received before the next Match; and
- 14.4.3 is upheld even if the Match in which it was incurred was abandoned, whether or not it is later replayed.
- 14.5 A Club (only) may appeal a Red Card Offence that has been issued to a Player only in accordance with Regulations 5.3 and 5.4.
- 14.6 A Player or Team Official must serve:
- 14.6.1 the relevant Automatic Match Suspension when they accumulate a number of Red Card Offences during the course of a Competition as follows:
- |              |   |
|--------------|---|
| 1st occasion | equates to a one (1) Automatic Match Suspension   |
| 2nd occasion | equates to a two (2) Automatic Match suspension   |
| 3rd occasion | equates to a three (3) Automatic Match Suspension |
| 4th occasion | equates to a four (4) Automatic Match Suspension  |
- and
- 14.6.2 any Additional Suspension imposed in accordance with Schedule One (1) - Table of Offences.

## 15. SERVING A MATCH SUSPENSION

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- 15.1 The imposition of an Automatic Match Suspension is immediate and shall be effective regardless of whether or not notice is received informing the Participant or Club of the Automatic Match Suspension.
- 15.2 Subject to the National Disciplinary Regulations and these Regulations, when serving a suspension or if ineligible to participate, a Participant may not:



- 15.2.1 on the day a Match is being conducted, enter the field of play, the surrounds of the field of play, the Technical Area, the players' race, the dressing rooms or any other place within a Venue where Participants are likely to assemble to prepare for that Match;
  - 15.2.2 if attending a Match, be seated in a venue area normally reserved for Participants; and
  - 15.2.3 play in a Match in any Competition (unless provided otherwise in these Regulations);
- up until the conclusion of the final match in which the suspension is required to be served (and once that match has concluded, the restrictions in this Regulation 15.2 are lifted).
- 15.3 There shall be no postponement or stay of any suspension pending the Determination of any Judicial Body, unless the Participant or Club has established to the satisfaction of the Panel that their case has a real prospect of success and that irreparable harm would be caused by the imposition of the suspension. Any such decision of a Judicial Body shall be final and unappealable and may not be challenged by any other Club or Participant.
  - 15.4 A Participant who receives a Match suspension for a Red Card Offence committed in a Friendly:
    - 15.4.1 must serve the Automatic Match Suspension in the next Friendly (which may be in that same or subsequent Season);
    - 15.4.2 must serve any Additional Suspension in the next official Match(es) in which their Team participates (whether a Friendly or part of a Competition).
  - 15.5 A Participant who receives a Match suspension for a Red Card Offence committed in a Trial or School Match:
    - 15.5.1 must serve the entire Suspension in the next Trial or School Match (which may be in that same or subsequent Season); and
    - 15.5.2 may have the Suspension extended to any Competition at the discretion of the CMC or Disciplinary and Ethics Committee.
  - 15.6 The following provisions apply to determine which Matches apply for the purpose of calculating the serving of the Match Suspension:
    - 15.6.1 Pursuant to the National Disciplinary Regulations:
      - 15.6.1.1 Match Suspensions carry over from one round to the next in the same age grade and Competition in which the Suspension was received;
      - 15.6.1.2 Match Suspensions in eleven-a-side football affect participation in eleven-a-side football only, and similarly for futsal;

- 15.6.1.3 Suspensions for Dual-Club players are as set out in Clauses 11.14 to 11.18 of the National Disciplinary Regulations; and
- 15.6.1.4 the guidelines in Clause 12 of the National Disciplinary Regulations apply when a Suspension applies in the off-season or when a Participant transfers Clubs.
- 15.6.2 Only those Matches actually played count towards the Suspension being served. If a Match is abandoned, cancelled or forfeited, a Suspension is only considered to be served if the team to which the suspended Player or Team Official belongs is not responsible for the fact that led to the abandonment, cancellation or forfeiture of the Match.
- 15.6.3 If a Match is forfeited due to a Player or Team Official participating in the Match while subject to a Suspension, the Match does not count toward that person's service of their Suspension. Such match will count for other Players or Team Officials who do not participate in the Match.
- 15.6.4 Matches served while awaiting the issue of a Disciplinary Infringement Notice or determination from a Judicial Body may be counted at Football West's discretion, and subject to the Participant's Club providing sufficient evidence to demonstrate that a Suspension has been issued and is being served at Club level.
- 15.7 Clause 12 of the National Disciplinary Regulations applies to determine the effect of a suspension imposed in terms of a period of time.
- 15.8 **Suspended Sanctions**
  - 15.8.1 The CMC or a Judicial Body may suspend part of a Sanction in accordance with Clauses 11.10 to 11.13 of the National Disciplinary Regulations.

## 16. TEAM MISCONDUCT

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- 16.1 A Team that has five (5) or more individual Players and/or Team Officials cautioned or sent off in a single Match, will be subject to a Penalty in accordance with Schedule 1 - Table of Offences.
- 16.2 A Team that has three (3) or more Players or Team Officials sent off in a single Match, will be subject to a Penalty in accordance with Schedule 1 - Table of Offences.
- 16.3 A Team in which multiple Players together make threats or show force against a Match Official (including collectively showing dissent, or collectively seeking to intimidate, threaten or exert pressure on a Match Official (whether or not related to making or altering a decision) must be subject to a Penalty in accordance with Schedule 1 - Table of Offences.

## 17. FAILURE TO RESPECT A DETERMINATION

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- 17.1 Subject only to the rights of appeal specified in these Regulations, decisions by Football West and Determinations of the Judicial Bodies are final and binding on all parties. The parties undertake to carry out the Determination without delay.

- 17.2 Football West may impose disciplinary Sanctions on a Participant, Club or Affiliated Association for:
- 17.2.1 breaching or otherwise failing to comply with the terms of a Sanction imposed by Football West or a Judicial Body; or
  - 17.2.2 failing to comply with a written decision of Football West or a Determination of a Judicial Body within the manner or time as prescribed by that Determination.
- 17.3 Without limiting the generality of Regulation 17.2, any party who fails to pay another person a sum of money in full as required by a Determination may be (without limitation):
- 17.3.1 sanctioned by Football West with a fine for failing to comply with the instructions issued by a Judicial Body;
  - 17.3.2 given a final time limit by Football West in which to settle the debt; and
  - 17.3.3 if it is a Club, sanctioned with a deduction of competition points (proportionate to the amount owed) if it has not paid by the final time limit.

## 18. FOOTBALL WEST AND JUDICIAL BODY PANEL MEMBER IMMUNITY

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- 18.1 The parties, and their respective witnesses and experts and all other persons taking part in any proceedings relating to a Hearing, agree to not institute or maintain any proceedings, or bring any claim of any nature whatsoever against Football West, the Judicial Body or a Judicial Body Panel Member (past or present) in respect of any act or omission during the course of any proceedings in relation to a Hearing, or arising out of any Determination or Determination on appeal or findings made or otherwise.
- 18.2 Each party and their respective witnesses and experts and all other persons taking part in any proceedings relating to a Hearing (**Indemnifiers**) indemnify Football West, the Judicial Body and Judicial Body Panel 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 any proceedings or claim of any nature whatsoever brought against the Indemnified Persons by any related party of that Indemnifier.
- 18.3 All witnesses and experts of parties and all other persons taking part in any proceedings relating to a Hearing agree to be bound by these Regulations.

## 19. SUBSTANTIAL COMPLIANCE

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- 19.1 None of the below will be invalidated for any defect whether of substance or of form or by reason of non-compliance with any term of these Regulations:
- 19.1.1 any Referee's Report, Match Official Report or Incident Report;
  - 19.1.2 any proceedings before a Judicial Body;
  - 19.1.3 any Determination of a Judicial Body;

19.1.4 any determination made by the Competition Management Committee; or

19.1.5 any notice issued by Football West including a Disciplinary Notice.

## 20. APPLICABLE LAW

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20.1 The law as applicable in Western Australia must be applied to a dispute or hearing determined in accordance with these Regulations.

## 21. AMENDMENT OF THESE REGULATIONS

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21.1 These Regulations may be amended, repealed or otherwise modified by the Football West Board.

21.2 Without prejudice to the generality of Regulation 21.1, the Football West Board:

21.2.1 may grant dispensation from, modify, waive or otherwise alter these Regulations or their application in extraordinary circumstances; and

21.2.2 will provide as it sees fit where a matter arises for which provision has not been made in the Regulations.

## 22. NOTICES

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22.1 Football West may give notice required by these Regulations by any of the following methods:

22.1.1 By publishing the notice on the Football West website no later than 3:00 pm on the Business Day immediately preceding the relevant scheduled Match; or

22.1.2 In respect of a Participant by sending the notice, by:

22.1.2.1 ordinary post to the Participant's postal address; or

22.1.2.2 email to:

(i) the Participant's nominated contact email address; or

(ii) the Club President or Club Secretary of the Participant's Club.

22.1.3 In respect of a Club, by sending the notice:

22.1.3.1 via email to the Club's President or Secretary (including through Football West's competition management system); or

22.1.3.2 by ordinary post to the Club's postal address.

22.2 Addresses used for the purposes of notice shall be taken from the Participant's PlayFootball account, or the Football West Club directory (as applicable). Each Participant and Club is responsible for keeping its records up-to-date. Failure to receive notice due to outdated

details shall not be accepted as exceptional circumstance for seeking any extension of time, or as grounds for submitting that notice was not issued or issued deficiently.

- 22.3 For the purpose of calculating time, notice given by Football West is deemed effective:
- 22.3.1 in respect of notice published on the Football West website on the day on which it was published;
  - 22.3.2 in respect of notice sent by email — on the day on which it was emailed; and
  - 22.3.3 in respect of notice sent by ordinary post — at the expiration of three (3) Business Days after the date the notice was posted.
- 22.4 A Club is deemed to have received notice of a Suspension where:
- 22.4.1 the Suspension is published on the Football West website no later than 3:00 pm on the Business Day immediately preceding the relevant scheduled Match; and/or
  - 22.4.2 the Player or Team Official is designated as subject to a Suspension in any competition management system adopted by Football West.
- 22.5 Except in the case of a Suspension for a Red Card, it is a defence for a Club or Team to the playing of an ineligible Player if both:
- 22.5.1 a Disciplinary Infringement Notice was issued deficiently, or was not issued at all; and
  - 22.5.2 Notice of a Suspension was not provided in accordance with Regulation 22.1.3.

## 23. DEFINITIONS

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**“Additional Suspension”** means any sanction imposed in addition to an Automatic Match Suspension.

**“Administrator”** means Football West or the relevant person appointed by Football West to administer the General Purposes Tribunal.

**“Affected Party”** means a party (including Football West) who may be affected by a decision or determination, based on the relief sought by a party submitting a Request for Appeal or a matter referred to the General Purposes Tribunal under these Regulations.

**“Affiliated Association”** means those associations that are affiliated with Football West and are required to adhere to the rules and regulations and statutes of FA and Football West.

**“Appeal Fee”** means the fee to lodge an appeal, as set out in Regulation 8.4.

**“Appeal Tribunal”** means the Judicial Body responsible for hearing and determining appeals.

**“Application Form”** means the form prescribed by Football West to file a Dispute with the General Purposes Tribunal.

**“Association Official”** means any person involved with the administration, management or organisation of an Association (whether paid or unpaid) including employees, contractors, directors, representatives and volunteers.

**“Australia Cup”** means the national knockout Cup competition administered by Football Australia currently known as the Hahn Australia Cup.

**“Australia Cup Preliminary Rounds”** means the WA Preliminary rounds of the Australia Cup, administered by Football West.

**“Automatic Match Suspension”** means the automatic suspension from participating in a Match or Matches in accordance with, and subject to, these Regulations.

**“Chairperson”** means a chairperson or vice-chairperson of a Judicial Body.

**“Competition Management Committee”** or CMC is the disciplinary committee appointed by Football West to review and action reports received from games, including but not limited to, red and yellow card offences.

**“Club”** means an entity that is affiliated with Football West for the purpose of playing football or futsal in the Competitions.

**“Club Associate”** means, in respect of a Club, any of the following: Non-playing member of a Club; and Supporter of a Club when that person(s) is on the grounds before, during and after a relevant Match.

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

**“Club Report”** means an Incident Report completed and submitted by a Club to Football West.

**“Competitions”** means any competition, knockout cup, tournament or league conducted by Football West involving Clubs, or by an Affiliated Association and registered with FA in accordance with the National Registration, Status and Transfer Regulations, including a league competition, a knock-out cup, any pre-season competition and finals series and age specific championships but excluding a Friendly.

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

**“Competition Regulations”** means the regulations governing the operation, administration and regulation of a Competition.

**“Complaints Policy”** means the Football West Complaints and Disputes Policy.

**“Community Competitions”** means any Competition which is not National Premier Leagues or State League.

**“Constituent”** has the meaning given to it in the FA Constitution.

**"Cup Competitions"** means any Competition which is a knockout cup competition including the Australia Cup and Federation Cup.

**"Determination"** means a determination of the CMC or a Judicial Body under these Regulations.

**"Disciplinary and Ethics Committee"** is the independent body established by Football West to determine any matter that is referred to it by the CMC or Football West, or by a Participant from a CMC decision, pursuant to these Regulations.

**"Disciplinary Hearing"** means a hearing of the Disciplinary and Ethics Committee.

**"Disciplinary History"** is the history of a Participant as held by FA, Football West, another member federation of FA or an Affiliated Association.

**"Disciplinary Infringement Notice"** a notice provided by Football West to a Participant or Club that determines a Participant or Club to be in breach of these Regulations or any other applicable rules and regulations (as further detailed in Regulation 2), and imposes a Sanction.

**"Dispute"** means any disagreement, conflict, or issue within the jurisdiction of the General Purposes Tribunal.

**"Exceptional Circumstances"** means circumstances operating at the time of the Direct Red Card and relating to the commission of the Offence and not to the impact a sanction may have on the Participant, and that are considered to be extraordinary and unprecedented in football. Without limitation, the following are deemed not to be Exceptional Circumstances: (a) the significance or importance to the Participant or his or her Club of the Match in which the Offence was committed; (b) the significance or importance of any match or tournament in which the Participant will be ineligible to participate because of the imposition of a sanction within the Range at the Table of Offences; (c) the point in the Match at which the Offence was committed; (d) the conduct, including actions, words or gestures of any Participant of the opposing team during or related to the Match; and (e) any disciplinary decision taken or failure to take a disciplinary decision by the Referee during the Match.

**"FA"** means Football Australia Limited, the governing body for football (soccer) in Australia.

**"FA Code of Conduct"** means the FA National Code of Conduct and Ethics.

**"FA Constitution"** means the FA Constitution.

**"FA Grievance Procedure"** means the FA Grievance Procedure By-Law.

**"FA Integrity Framework"** means the regulations, policies and guidelines addressing matters of integrity in football promulgated by FA from time to time, and including the National Anti-Doping Policy, National Code of Conduct and Ethics, Member Protection Framework and Sports Betting and Match Manipulation Guidelines.

**"FA Rules and Regulations"** means the FA Statutes and any other rules, regulations, policies, procedures, codes of conduct and guidelines developed, disseminated and implemented by FA.

**"FA Statutes"** means the statutes and any accompanying standing orders, by-laws and regulations governing football in Australia as disseminated by FA from time to time including the National Registration, Status and Transfer Regulations, the National Disciplinary Regulations, and the FA Integrity Framework.

**"FIFA"** means Federation Internationale de Football Association.

**"Finals Series"** means the elimination finals, semi-finals, preliminary final, promotional play-off and/ or grand final of a Competition to determine the winner of such Competition.

**"Friendly"** means any Match participated in by a Club as sanctioned by Football West or any other Member Federation, which is not part of a Competition.

**"Football Administrator"** has the meaning given to it in the National Disciplinary Regulations.

**"Football West"** means Football West Limited ACN 109 919 324, the governing body for football (soccer) in Western Australia.

**"Football West Rules and Regulations"** mean the Football West Constitution and any rules, regulations, policies, procedures, directives, codes of conduct and guidelines developed, disseminated and implemented by Football West.

**"Hearing"** means a hearing of a Judicial Body conducted under these Regulations.

**"Indemnified Persons"** has the meaning set out in Regulation 18.2.

**"Indemnifiers"** has the meaning set out in Regulation 18.2.

**"Judicial Body"** means the Disciplinary and Ethics Committee, General Purposes Tribunal or Appeal Tribunal (as the case may be).

**"Judicial Body Panel"** means the panel or pool of members appointed by Football West eligible to sit as a member of a Judicial Body to determine hearings pursuant to these Regulations (and **"Judicial Body Member"** is construed accordingly).

**"Laws of the Game"** means the official Laws of the Game and the Futsal Laws of the Game as drafted by the International Football Association Board and adopted by FIFA from time to time.

**"Match"** means any match played under the auspices of Football West or otherwise under Football West's direction or control.

**"Match Official"** means a referee, assistant referee, fourth official, assessor, match commissioner, or any other person appointed by FA, Football West or an affiliated body to assume responsibility in connection with a Match.

**"Match Official Report"** means a Referee Report, Match Official Send Off Report or Incident Report completed and submitted by a Match Official to Football West.



**"Member Federation"** means a state body member of FA as recognised by FA under its Constitution.

**"Member Protection Framework"** means the policies promulgated by FA from time to time that set standards for the protection of members (including the Safeguarding Policy, Bullying and Harassment Policy, Anti-Discrimination Policy and XI Standards of Respect), and set out how complaints in relation to those policies are handled (in the National Complaints Procedure).

**"Minimum Sanction"** means the Minimum Sanction set out in the applicable Table of Offences in relation to each Offence which is a combination of the Automatic Match Suspension applicable in accordance with these Regulations and in some cases, suspension of additional match(es).

**"Misconduct"** has the meaning set out in Regulation 2.3.

**"Mistaken Identity"** has the same meaning as it does in the National Disciplinary Regulations.

**"National Disciplinary Regulations"** means the National Disciplinary Regulations promulgated by FA from time to time.

**"Notice of Disciplinary Hearing"** a notice provided by Football West notifying a Participant or Club that is charged the date, time and place for the Disciplinary Hearing.

**"Notice of Response"** is a form submitted by a party in response to being issued with a Disciplinary Infringement Notice.

**"Infringement Notice"** means a notice submitted to a party who has breached these Regulations and has been issued with a Suspension pursuant to these Regulations.

**"Obvious Error"** has the same meaning as it does in the National Disciplinary Regulations.

**"Offences"** means those offences committed by a Participant as set out in the Table of Offences in Schedule 1.

**"Official"** means an Association Official, a Club Official, a Match Official or a Team Official.

**"Panel"** means the Judicial Body Member(s) hearing an individual matter.

**"Participant"** means a Player, Club Associate or Official.

**"Player"** means any person who is registered with Football West or affiliated association whether he or she is registered as a junior or senior or an amateur or professional.

**"Red Card Offence"** means one of the sending-off offences set out in the Table of Offences and **"Red Card"** means the issuing of the card confirming a Red Card Offence.

**"Referee"** means the appropriately qualified person engaged by the Competition Administrator to enforce the Laws of the Game during a Match.

**"Referee Performance Review"** means a review of a Match Official's performance.

**“Regular Season”** means the matches played between the Clubs during the home and away Season to determine the Clubs that compete in the Finals Series and includes all Matches that are not in the Finals Series.

**“Request for Appeal”** means the relevant prescribed form submitted by a party to Football West wishing to appeal a decision of the CMC, Disciplinary and Ethics Committee or General Purposes Tribunal.

**“Sanction”** means a penalty imposed under these Regulations, being one or more of the disciplinary sanctions set out in Schedule 2, in Article 25.5 of the FA Constitution or as otherwise specified in these Regulations.

**“School Match”** means a match between teams representing recognised educational institutions, conducted under the supervision and authority of the participating schools or relevant school sport bodies.

**“Senior Competitions”** means the Senior Men’s Competition and Senior Women’s Competition.

**“Senior Men’s Competition”** means the Men’s National Premier League, State League 1 and 2 Competitions conducted by Football West and comprises of Under 18s, Reserves and First Team.

**“Senior Women’s Competition”** means the Women’s National Premier League and Women’s State League Competitions conducted by Football West and comprises of Reserves and First Team.

**“Serious Injury”** means any injury where the affected party: (a) requires hospital inpatient treatment; or (b) has any fractures or broken bones, internal injuries, severe concussion, lacerations that require stitches, or any other injury which may lead to impairment or disfigurement.

**“Spectator”** means any person who attends a Match.

**“Spectator Code of Behaviour”** means the Spectator Code of Behaviour promulgated by FA from time to time.

**“State Cup”** means the WA cup competitions between Clubs participating in the U18 and Reserves Leagues.

**“State Cup Final”** means the final between the two semi-finalists in the Australia Cup Preliminary Rounds.

**“Suspensions”** means a suspension issued by a body appointed by Football West.

**“Table of Offences”** mean the Offences as set out at Schedule 1.

**“Team Misconduct”** means the Offences set out in Regulation 16.

**“Team Official”** means any person involved with a team (whether paid or unpaid), including the coaches, managers, medical staff, other support staff or any other person acting for or on behalf of a Club or an Affiliated Association.

**“Tier 1 Leagues”** means the National Premier Leagues (NPL), State League 1, State League 2, and Junior Development Leagues conducted under the jurisdiction of Football West.

**“Tier 2 Leagues”** means the Amateur Leagues, Metropolitan Leagues, Masters Leagues, Women’s Leagues, and Junior Community Leagues conducted under the jurisdiction of Football West.

**“Trial Match”** means a scheduled football match used to assess player performance, where a player temporarily participates with a club to which they are not currently registered. ...

**“Yellow Card Offence”** means a caution issued to a Player or Team Official by a Match Official for an infringement set out in Regulation 12.1 or Regulation 13.1 and **“Yellow Card”** means the issuing of the card confirming a Yellow Card Offence.

**“Youth Competitions”** means the Youth Club Championship, Youth Premier League and Youth State League Competitions.

## SCHEDULE 1: TABLE OF OFFENCES<sup>1</sup>

**TABLE A: OFFENCES BY PLAYERS<sup>2</sup>**

OFFENCE CODE		OFFENCE DESCRIPTION	GRADING GUIDELINES	INCIDENCE	PARTICIPANT SANCTION <sup>3</sup>	
Red Card	GRADING				SUSPENSION (Minimum)	SUSPENSION (Maximum)
R1	01-01	<b>Serious foul play</b> <i>(Typically, but not limited to, tackles or challenges on an opponent with the ball)</i>	Serious foul play tackle or challenge	First	AMS	8 Matches
	01-02			Second & subsequent	AMS + 1 Match	
	02-01		Tackle from behind that endangers the safety of an opponent.	First	AMS + 2 Match	8 Matches
	02-02			Second & subsequent	AMS + 3 Matches	
	03-01		Two footed challenge.	First	AMS + 1 Match	12 Matches
	03-02			Second & subsequent	AMS + 2 Matches	
	04-01		Jumping into a tackle with one or both feet off the ground.	First	AMS + 1 Match	12 Matches
	04-02			Second & subsequent	AMS + 2 Matches	
R2	01-01	<b>Violent conduct</b> <i>(Typically, but not limited to, the use or attempted use of excessive force against an opponent when not</i>	Unsporting Conduct.	First	AMS	24 months
	01-02			Second & subsequent	AMS + 1 Match	
	02-01		Violent conduct when not challenging for the ball.	First	AMS + 1 Match	24 months
	02-02			Second & subsequent	AMS + 2 Matches	
	03-01		Slapping an opponent	First	AMS + 1 Match	8 Matches

<sup>1</sup> **Second or subsequent Offences:** Where a Participant or Club has been found guilty of an Offence and then commits the same Offence on a second or subsequent occasion within two (2) years of the expiration of the Suspension issued in respect of the previous Offence, the second or subsequent Offence will be considered a Second or subsequent Offence for the purposes of sanctioning under Schedule 1.

<sup>2</sup> **Where the Offence giving rise to the Red Card was committed against a Match Official, the applicable Minimum and Maximum Suspensions are those set out in Table B.**

<sup>3</sup> **A Suspension outside the range of Minimum and Maximum Suspension may be imposed by Football West or a Judicial Body only in Exceptional Circumstances that must be detailed in the Determination.**

OFFENCE CODE		OFFENCE DESCRIPTION	GRADING GUIDELINES	INCIDENCE	PARTICIPANT SANCTION <sup>3</sup>	
Red Card	GRADING				SUSPENSION (Minimum)	SUSPENSION (Maximum)
	03-02	<i>challenging for the ball, or against a teammate, Club Official, Team Official, Match Official or Spectator)</i>	Head Butting	<i>Second &amp; subsequent</i>	AMS + 2 Matches	8 Matches
	04-01			<i>First</i>	AMS + 4 Match	
	04-02			<i>Second &amp; subsequent</i>	AMS + 5 Matches	8 Matches
	05-01		Elbowing or punching not to the head	<i>First</i>	AMS + 1 Match	
	05-02			<i>Second &amp; subsequent</i>	AMS + 2 Matches	Life
	06-01		Elbowing or punching to the head	<i>First</i>	AMS + 4 Matches	
	06-02			<i>Second &amp; subsequent</i>	AMS + 6 Matches	8 Matches
	07-01		Kicking	<i>First</i>	AMS + 1 Match	
	07-02			<i>Second &amp; subsequent</i>	AMS + 2 Matches	Life
	08-01		Stomping	<i>First</i>	AMS + 3 Matches	
	08-02			<i>Second &amp; subsequent</i>	AMS + 5 Matches	24 months
	09-01		Premeditated violent conduct	<i>First</i>	AMS + 4 Matches	
	09-02			<i>Second &amp; subsequent</i>	AMS + 6 Matches	24 months
	10-01		Serious violent conduct that has caused Serious Injury	<i>First</i>	6 months	
	10-02			<i>Second &amp; subsequent</i>	24 months	24 months
	11-01		Inciting a brawl or melee (i.e. that causes three or more other persons to engage in a physical confrontation, whether or not the Player participated in such physical confrontation).	<i>First</i>	AMS + 5 Matches	
	11-02			<i>Second &amp; subsequent</i>	AMS + 10 Matches	6 Matches
R3	01-01	<b>Biting or spitting at an opponent or any other person</b>	Causing spittle to land on an opponent or any other person (e.g. by "blowing a raspberry")	<i>First</i>	AMS + 2 Matches	
	01-02			<i>Second &amp; subsequent</i>	AMS + 4 Matches	
	02-01		Spitting at or towards an opponent or any other person	<i>First</i>	AMS + 5 Matches	12 Matches
	02-02			<i>Second &amp; subsequent</i>	AMS + 10 Matches	
	03-01		Spitting on an opponent or any other person	<i>First</i>	AMS + 8 Matches	12 months
	03-02			<i>Second &amp; subsequent</i>	AMS + 16 Matches	
	04-01			<i>First</i>	AMS + 8 Matches	6 months

OFFENCE CODE		OFFENCE DESCRIPTION	GRADING GUIDELINES	INCIDENCE	PARTICIPANT SANCTION <sup>3</sup>	
Red Card	GRADING				SUSPENSION (Minimum)	SUSPENSION (Maximum)
	04-02		Bites a Player or other person (excluding the neck, face or head)	Second & subsequent	AMS + 16 Matches	12 months
	05-01			First	6 months	12 months
	05-02		Bites a Player or other person on the neck, face or head	Second & subsequent	12 months	Life
R4	01-01	Denying goal scoring opportunity	Denying the opposing team a goal or an obvious goal-scoring opportunity by deliberately handling the ball (except a goalkeeper within their penalty area)	First	AMS	AMS
	01-02			Second & subsequent	AMS	
R5	01-01	Denying goal scoring opportunity	Denying an obvious goal-scoring opportunity to an opponent moving towards the opponent's goal by an offence punishable by a free kick	First	AMS	AMS
	01-02			Second & subsequent	AMS	
R6	01-01	Offensive, insulting, abusive or intimidating language and/or gestures	Using offensive, insulting or abusive language and/or gestures in frustration	First	AMS	12 months
	01-02			Second & subsequent	AMS + 1 Match	
	02-01		Using offensive, insulting or abusive language and/or gestures directed at or towards another person	First	AMS	12 months
	02-02			Second & subsequent	AMS + 1 Match	
	03-01		Incitement to violence, or repeated use of offensive language and/or gestures directed at or towards another person	First	AMS + 2 Matches	12 months
	03-02			Second & subsequent	AMS + 4 Matches	
	04-01		Threatening or intimidating language and/or conduct directed at or towards another person	First	AMS + 1 Matches	12 months
	04-02			Second & subsequent	AMS + 2 Matches	
	05-01		Use of discriminatory, homophobic, racist, religious, ethnic or sexist language and/or gestures	First	AMS + 4 Matches	12 months
	05-02			Second & subsequent	AMS + 8 Matches	
	06-01		Threat of physical violence directed at or towards another person or their family or property	First	AMS + 4 Matches	12 months
	06-02			Second & subsequent	AMS + 8 Matches	
R7	01-01	Second caution or receiving two Temporary Dismissals in the same match	Second Yellow Card in a Match	First	AMS	AMS
	01-02			Second & subsequent	AMS	

**TABLE B: OFFENCES BY PARTICIPANTS AGAINST MATCH OFFICIALS<sup>4 5 6</sup>**

<b>OFFENCE CODE</b>	<b>OFFENCE DESCRIPTION</b>	<b>INCIDENCE</b>	<b>PARTICIPANT SANCTION<sup>7</sup></b>	
			<b>SUSPENSION (Minimum)</b>	<b>SUSPENSION (Maximum)</b>
P01-01	Fail to abide by or comply with a direction of a Match Official	<i>First</i>	AMS	12 months
P01-02		<i>Second &amp; subsequent</i>	AMS + 1 Match	
P02-01	Disputing a decision of a Match Official, dissent or unsportsmanlike/unprofessional behaviour <i>[R6 for Players]</i>	<i>First</i>	AMS	12 months
P02-02		<i>Second &amp; subsequent</i>	AMS + 1 Match	
P03-01	Using offensive, insulting or abusive language or gestures in frustration <i>[R6 for Players]</i>	<i>First</i>	AMS + 1 Match	12 months
P03-02		<i>Second &amp; subsequent</i>	AMS + 2 Matches	
P04-01	Use offensive, insulting or abusive language and/or gestures (isolated incident) <i>[R6 for Players]</i>	<i>First</i>	AMS + 1 Match	12 months
P04-02		<i>Second &amp; subsequent</i>	AMS + 2 Matches	
P05-01	Use offensive, insulting or abusive language and/or gestures (repeated and/or excessive conduct) <i>[R6 for Players]</i>	<i>First</i>	AMS + 2 Matches	12 months
P05-02		<i>Second &amp; subsequent</i>	AMS + 4 Matches	
P06-01	Vulgar, obscene, or lewd gestures (repeated and/or excessive) <i>[R6 for Players]</i>	<i>First</i>	AMS + 5 Matches	12 months
P06-02		<i>Second &amp; subsequent</i>	AMS + 10 Matches	
P07-01	Provocation or incitement of hatred or violence <i>[R6 for Players]</i>	<i>First</i>	AMS + 8 Matches	24 months
P07-02		<i>Second &amp; subsequent</i>	AMS + 12 Matches	
P08-01		<i>First</i>	AMS + 10 Matches	24 months

<sup>4</sup> In respect of Players, Column 2 also references the relevant sending-off offences R1 to R6 under the Laws of the Game.

<sup>5</sup> The offences set out in Table B are not exhaustive and Football West may bring any charge of Misconduct against a Participant.

<sup>6</sup> A Member is presumed to have known that a person was a Match Official (regardless of that person's attire or regardless of whether that person identified themselves as a Match Official to the Member) unless that Member satisfies Football West or Body, as the case may be, otherwise.

<sup>7</sup> A Suspension outside the range of Minimum and Maximum Suspension may be imposed by Football West or a Judicial Body only in Exceptional Circumstances that must be detailed in the Determination.

<b>OFFENCE CODE</b>	<b>OFFENCE DESCRIPTION</b>	<b>INCIDENCE</b>	<b>PARTICIPANT SANCTION<sup>7</sup></b>	
			<b>SUSPENSION (Minimum)</b>	<b>SUSPENSION (Maximum)</b>
P08-02	Use of discriminatory, homophobic, racist, religious, ethnic or sexist language and/or gestures <i>[R6 for Players]</i>	<i>Second &amp; subsequent</i>	AMS + 15 Matches	
P09-01	Threatening or intimidating language or conduct towards a Match Official <i>[R6 for Players]</i>	<i>First</i>	AMS + 10 Matches	Life
P09-02		<i>Second &amp; subsequent</i>	AMS + 15 Matches	
P10-01	Threat of physical violence towards a Match Official or their family or property <i>[R6 for Players]</i>	<i>First</i>	12 months	Life
P10-02		<i>Second &amp; subsequent</i>	2 years	
P11-01	Inappropriate contact with a Match Official <i>[R2 for Players]</i>	<i>First</i>	AMS + 1 Match	24 months
P11-02		<i>Second &amp; subsequent</i>	AMS + 2 Matches	
P12-01	Pushing a Match Official <i>[R2 for Players]</i>	<i>First</i>	6 months	Life
P12-02		<i>Second &amp; subsequent</i>	12 months	
P13-01	Tripping a Match Official <i>[R2 for Players]</i>	<i>First</i>	6 months	Life
P13-02		<i>Second &amp; subsequent</i>	12 months	
P14-01	Striking a Match Official with a ball or other object <i>[R2 for Players]</i>	<i>First</i>	12 months	Life
P14-02		<i>Second &amp; subsequent</i>	2 years	
P15-01	Punching, kicking, elbowing or striking a Match Official <i>[R2 for Players]</i>	<i>First</i>	2 years	Life
P15-02		<i>Second &amp; subsequent</i>	4 years	
P16-01	Causing spittle to land on a Match Official (e.g. by "blowing a raspberry") <i>[R3 for Players]</i>	<i>First</i>	6 months	Life
P16-02		<i>Second &amp; subsequent</i>	12 months	
P17-01	Spitting at or towards a Match Official <i>[R3 for Players]</i>	<i>First</i>	12 months	Life
P17-02		<i>Second &amp; subsequent</i>	2 years	
P18-01	Spitting on a Match Official <i>[R3 for Players]</i>	<i>First</i>	2 years	Life
P18-02		<i>Second &amp; subsequent</i>	4 years	



<b><u>OFFENCE CODE</u></b>	<b><u>OFFENCE DESCRIPTION</u></b>	<b><u>INCIDENCE</u></b>	<b><u>PARTICIPANT SANCTION<sup>7</sup></u></b>	
			<b><u>SUSPENSION (Minimum)</u></b>	<b><u>SUSPENSION (Maximum)</u></b>
P19-01	Bites a Match Official (excluding the neck, face or head) <i>[R3 for Players]</i>	<i>First</i>	12 months	Life
P19-02		<i>Second &amp; subsequent</i>	2 years	
P20-01	Bites a Match Official the neck, face or head <i>[R3 for Players]</i>	<i>First</i>	2 years	Life
P20-02		<i>Second &amp; subsequent</i>	4 years	

**TABLE C: TEAM MISCONDUCT<sup>8</sup>**

<b>OFFENCE CODE</b>	<b>OFFENCE DESCRIPTION</b>	<b>COMPETITION LEVEL</b>	<b>INCIDENCE</b>	<b>CLUB SANCTION</b>	
				<b>PENALTY (Minimum)</b>	<b>PENALTY (If appealed)</b>
T01-01	Five or more Players or Team Officials cautioned or sent off in a single Match.  Five or more yellow or red cards that include zero, one or two red cards against five or more different individuals. If there are three or more red cards, Offence T02 applies instead.	Senior NPL, State or Amateur teams	<i>First</i>	\$200	N/A
			<i>Second &amp; subsequent</i>	An additional \$100 on top of the previous penalty, for each subsequent Offence	
T01-02		Metropolitan or Masters teams	<i>First</i>	\$100	
			<i>Second &amp; subsequent</i>	An additional \$100 on top of the previous penalty, for each subsequent Offence	
T01-03		Junior teams	<i>First</i>	\$50	
			<i>Second &amp; subsequent</i>	An additional \$50 on top of the previous penalty, for each subsequent Offence	
T02-01	Three or more Players or Team Officials sent off in a single Match.  Three or more red cards against three or more different individuals.	Senior NPL, State or Amateur teams	<i>First</i>	\$200	N/A
			<i>Second &amp; subsequent</i>	An additional \$100 on top of the previous penalty, for each subsequent Offence	
T02-02		Metropolitan or Masters teams	<i>First</i>	\$100	
			<i>Second &amp; subsequent</i>	An additional \$100 on top of the previous penalty, for each subsequent Offence	
T02-03		Junior teams	<i>First</i>	\$50	
			<i>Second &amp; subsequent</i>	An additional \$50 on top of the previous penalty, for each subsequent Offence	
T03-01	Collective threats or show of force against a Match Official.  <b>Offence T03 may be subject to a Strike under the Football West Three Strike Policy as defined in Regulation 2.6 and Schedule 3.</b>	Senior teams	<i>First</i>	\$500	Up to \$1000
			<i>Second &amp; subsequent</i>	An additional \$500 on top of the previous penalty, for each subsequent Offence	Up to an additional \$1000 on top of the previous penalty, for each subsequent Offence
T03-02		Junior teams	<i>First</i>	\$250	Up to \$500

<sup>8</sup> The offences set out in Table C are not exhaustive and Football West may bring any charge of Misconduct against a Participant or Club.

<u>OFFENCE CODE</u>	<u>OFFENCE DESCRIPTION</u>	<u>COMPETITION LEVEL</u>	<u>INCIDENCE</u>	<u>CLUB SANCTION</u>	
				<u>PENALTY</u> <i>(Minimum)</i>	<u>PENALTY</u> <i>(If appealed)</i>
			<i>Second &amp; subsequent</i>	An additional \$250 on top of the previous penalty, for each subsequent Offence	Up to an additional \$500 on top of the previous penalty, for each subsequent Offence

**TABLE D: OTHER OFFENCES BY MEMBERS<sup>9 10</sup>**

OFFENCE CODE	OFFENCE DESCRIPTION	INCIDENCE	PARTICIPANT SANCTION		CLUB SANCTION	
			SUSPENSION (Minimum)	SUSPENSION (Maximum)	FINE \$ (Minimum)	OTHER (Minimum)
M01-01	Unauthorised entry onto the Field of Play	First	2 Matches	24 months	\$300	Such penalty as Football West or the Tribunal determines (if any)
M01-02		Second & subsequent	4 Matches		\$500	
M02-01	Failure to abide by or comply with a reasonable direction of an Official (other than a Match Official) or Football West employee or representative in relation to conduct and/or behaviour at a Match	First	1 Match	24 months	Such penalty as Football West or the Tribunal determines (if any)	
M02-02		Second & subsequent	2 Matches			
M03-01	Unsportsmanlike or unprofessional behaviour	First	1 Match	24 months	Such penalty as Football West or the Tribunal determines (if any)	
M03-02		Second & subsequent	2 Matches			
M04-01	Failure to provide a safe environment for Participants or to maintain public order at a Match	First	4 Matches / 1 month	24 months	Such penalty as Football West or the Tribunal determines (if any)	
M04-02		Second & subsequent	8 Matches / 2 months		Such penalty as Football West or the Tribunal determines (if any-	
M05-01	Failure to provide identifying details of an individual when reasonably requested to do so by a Match Official or Football West employee or representative	First	1 Match	24 months	\$250	Such penalty as Football West or the Tribunal determines (if any)
M05-02		Second & subsequent	2 Matches		\$500	Such penalty as Football West or the Tribunal determines (if any)
M06-01	Use offensive, insulting or abusive language and/or gestures (isolated incident)	First	2 Matches	24 months	Such penalty as Football West or the Tribunal determines (if any)	
M06-02		Second & subsequent	4 Matches / 1 month			
M07-01	Use offensive, insulting or abusive language and/or gestures (repeated and/or excessive conduct)	First	2 Matches / 2 weeks	24 months	Such penalty as Football West or the Tribunal determines (if any)	
M07-02		Second & subsequent	4 Matches / 1 month			
M08-01	Indecent gestures	First	2 Matches / 2 weeks	24 months	Such penalty as Football West or the Tribunal determines (if any)	
M08-02		Second & subsequent	4 Matches / 1 month			
M09-01	Provocation or incitement of hatred or violence	First	8 Matches / 2 months	24 months		

<sup>9</sup> The offences set out in Table D are not exhaustive and Football West may bring any charge of Misconduct against a Participant or Club.

<sup>10</sup> Table D sets out the Minimum and Maximum Sanctions that may be imposed by Football West or a Judicial Body for the offences set out in that Table. Football West or a Judicial Body may impose any of the other sanctions set out in Appendix B in addition to a Suspension or Sanction. For example, a Player who receives a four (4) Match Suspension for using offensive, insulting or abusive language and/or gestures towards a Match Official may also be required to successfully complete a referee's course and be required to officiate a number of Matches.

OFFENCE CODE	OFFENCE DESCRIPTION	INCIDENCE	PARTICIPANT SANCTION		CLUB SANCTION	
			SUSPENSION (Minimum)	SUSPENSION (Maximum)	FINE \$ (Minimum)	OTHER (Minimum)
M09-02		Second & subsequent	12 Matches / 3 months		Such penalty as Football West or the Tribunal determines (if any)	
M10-01	Use of discriminatory, homophobic, racist, religious, ethnic or sexist language and/or gestures	First	8 Matches / 2 months	24 months	Such penalty as Football West or the Tribunal determines (if any)	
M10-02		Second & subsequent	12 Matches / 3 months			
M11-01	Participating in a Melee (Grade 1, means a confrontation, altercation, use of threatening language/conduct and/or a heated exchange of words/gestures between three (3) or more persons who are either Players, Club Officials, Team Officials or Spectators whether on or off the Field of Play.)	First	4 Matches / 1 month	24 months	\$500	Such penalty as Football West or the Tribunal determines (if any)
M11-02		Second & subsequent	12 Matches / 3 months		\$1,000	
M12-01	Instigator of a Melee (Grade 1, as above)	First	8 Matches / 2 months	24 months	\$500	Such penalty as Football West or the Tribunal determines (if any)
M12-02		Second & subsequent	16 Matches / 4 months		\$1,000	
M13-01	Participating in a Melee (Grade 2, means a violent clash, struggle and/or fight, between three (3) or more persons who are either Players, Club Officials, Team Officials or Spectators whether on or off the Field of Play, and where one (1) or more persons are either physically injured, or in Football West's reasonable opinion, are likely to have been physically injured, regardless of whether any such injury may be serious or otherwise.)	First	12 Matches / 3 months	Life	\$1,000	Such penalty as Football West or the Tribunal determines (if any)
M03-02		Second & subsequent	20 Matches / 5 months		\$2,000	
M14-01	Instigator of a Melee (Grade 2, as above)	First	16 Matches / 4 months	Life	\$1,500	Such penalty as Football West or the Tribunal determines (if any)
M14-02		Second & subsequent	32 Matches / 8 months		\$3,000	Loss of 3 competition points
M15-01	Assault/striking	First	8 Matches / 2 months	Life	\$500	Such penalty as Football West or the Tribunal determines (if any)
M15-02		Second & subsequent	16 Matches / 4 months		\$1,000	
M16-01	Violent conduct	First	12 Matches / 3 months	Life	\$500	Such penalty as Football West or the Tribunal determines (if any)
M16-02		Second & subsequent	24 Matches / 6 months		\$1,000	
M17-01	Serious violent conduct (including, but not limited to, spitting at or on a Player, Spectator, Club Official, Team Official or Football West employee or representative)	First	12 months	Life	\$500	Such penalty as Football West or the Tribunal determines (if any)
M17-02		Second & subsequent	2 years		\$1,000	Such penalty as Football West or the Tribunal determines (if any)
M18-01	Damaging property/equipment	First	2 Matches	24 months	\$500	Cost of repair/replace property & equipment
M18-02		Second & subsequent	8 Matches / 2 months		\$1,000	Cost of repair/replace property & equipment
M19-01	Contempt against a Body	First	4 Matches / 1 month	5 years	Such penalty as Football West or the Tribunal determines (if any)	
M19-02		Second & subsequent	8 Matches / 2 months			

OFFENCE CODE	OFFENCE DESCRIPTION	INCIDENCE	PARTICIPANT SANCTION		CLUB SANCTION	
			SUSPENSION <i>(Minimum)</i>	SUSPENSION <i>(Maximum)</i>	FINE \$ <i>(Minimum)</i>	OTHER <i>(Minimum)</i>
M20-01	Breach of the prohibition on dual registration (as per article 6.13 of the FA National Registration, Status and Transfer Regulations)	First	8 Matches / 2 months	24 months	\$500	Such penalty as Football West or the Tribunal determines (if any)
M20-02		Second & subsequent	12 Matches / 3 months		\$1,000	Such penalty as Football West or the Tribunal determines (if any)
M21-01	Breach of Football West Rules and Regulations or FA National Registration, Status and Transfer Regulations relating to registration (other than dual registration) and/or competitions	First	Any penalty or sanction prescribed by the relevant rules and regulations and, if none, such penalty as Football West or the Tribunal determines		Any penalty or sanction prescribed by the relevant rules and regulations and, if none, such penalty as Football West or the Tribunal determines	
M21-02		Second & subsequent				
M22-01	Possessing a Prohibited Item at a Match, Match or Football West event	First	1 year	Life	\$500	Such penalty as Football West or the Tribunal determines (if any)
M22-02		Second & subsequent	2 years		\$1,000	Such penalty as Football West or the Tribunal determines (if any)
M23-01	Throwing missiles including, but not limited to, on to the Field of Play or at other Spectators	First	2 years	Life	\$500	Such penalty as Football West or the Tribunal determines (if any)
M23-02		Second & subsequent	5 years		\$1,000	Such penalty as Football West or the Tribunal determines (if any)
M24-01	Display, or attempt to display, within a stadium, venue, ground or centre any offensive or inappropriate banners (whether in English or a foreign language) or any other sign, flag, emblem or insignia which may vilify a person on the basis of their age, gender, gender identity and expression, sexual orientation, ability, race, colour, religion, language, politics, national or ethnic origin or which may offend or incite hatred or violence, as determined by Football West.	First	2 years	Life	\$1,000	Such penalty as Football West or the Tribunal determines (if any)
M24-02		Second & subsequent	5 years		\$2,000	Such penalty as Football West or the Tribunal determines (if any)
M25-01	Letting off incendiary device(s) or fire(s)	Each Occurrence	2 years	Life	\$3,000 fine	
M26-01	Group of Spectators uttering insulting words or sounds	First	6 months	5 years	\$1,000	Such penalty as Football West or the Tribunal determines (if any)
M26-02		Second & subsequent	12 months		\$2,000	Such penalty as Football West or the Tribunal determines (if any)
M27-01	Breach of a Suspension, Infringement Notice or Determination	First	Such penalty as Football West or the Tribunal determines but no less than what is prescribed in the Football West Competition Regulations		Such penalty as Football West or the Tribunal determines	
M27-02		Second & subsequent				
M29-01	Breach of the FA Privacy Policy or any privacy policy applicable to a Member's collection, use and disclosure of personal information	First	Such penalty as Football West or the Tribunal determines	Such penalty as Football West or the Tribunal determines	Such penalty as Football West or the Tribunal determines (if any)	
M29-02		Second & subsequent				
M30-01	Bringing the game into disrepute	First	6 Matches	Such penalty as Football West or the Tribunal determines	Such penalty as Football West or the Tribunal determines (if any)	
M30-02		Second & subsequent	12 Matches			

OFFENCE CODE	OFFENCE DESCRIPTION	INCIDENCE	PARTICIPANT SANCTION		CLUB SANCTION	
			SUSPENSION (Minimum)	SUSPENSION (Maximum)	FINE \$ (Minimum)	OTHER (Minimum)
M31-01	Detrimental Public Comment (including Media and Social Media)  <i>Including but not limited to, comments that:</i> <i>i denigrate or criticise Football West (including any of its staff and Board), FA or any of their commercial partners;</i> <i>ii denigrate or criticise another Member, whether in relation to incidents that have occurred in a Match/Match or otherwise;</i> <i>iii denigrate or criticise a Participant by inappropriately commenting on any aspect of their performance, abilities or characteristics;</i> <i>iv. refer to the likely outcome of a matter being investigated by Football West or a matter or hearing before a Body;</i> <i>v. criticises the outcome of a Football West investigation;</i> <i>vi. criticise the decision of a Body;</i> <i>vii. criticise a Body or any of its members; or</i> <i>viii. criticise any evidence, submission or other comment made by any person at or in relation to a matter or hearing before a Body</i>	First	Warning	Such penalty as Football West or the Tribunal determines	Such penalty as Football West or the Tribunal determines (if any)	
M31-02		Second & subsequent	2 Matches / 2 Weeks			
M32-01	Other action or behaviour in breach the FA National Code of Conduct and Ethics, the FA National Registration, Status and Transfer Regulations, the FA Spectator Code of Behaviour, the FA Integrity Framework and/or the FA Member Protection Framework not identified elsewhere in this Table	First	Such penalty as Football West or the Tribunal determines	Such penalty as Football West or the Tribunal determines	Such penalty as Football West or the Tribunal determines (if any)	
M32-02		Second & subsequent				
M33-01	Threatening or intimidating language or conduct towards an individual	First	AMS + 7 Matches	24 months	Such penalty as Football West or the Tribunal determines (if any)	
M33-02		Second & subsequent	AMS + 10 Matches			
M34-01	Threat of physical violence towards an individual or their family or property	First	6 months	24 months	Such penalty as Football West or the Tribunal determines (if any)	
M34-02		Second & subsequent	12 months			
M35-01	Participant or Member failing to provide or providing false/misleading information to Football West or a Body	First	Such penalty as Football West or the Tribunal determines	Such penalty as Football West or the Tribunal determines	Such penalty as Football West or the Tribunal determines (if any)	
M35-02		Second & subsequent				
M36-01	Interfering with, or delaying the restart of, play	First	1 Match	24 months	Such penalty as Football West or the Tribunal determines (if any)	
M36-02		Second & subsequent	2 Matches			
M37-01	Failure to comply with Regulation 15 (restrictions imposed on Participants after receiving a Red Card or being Expelled during a Match). Any sanction applied is in addition to the sanction issued in respect of the Red Card Offence or the Expulsion Offence.	First	1 Match	24 months	\$250	Such penalty as Football West or the Tribunal determines (if any)
M37-02		Second & subsequent	2 Matches		\$500	

OFFENCE CODE	OFFENCE DESCRIPTION	INCIDENCE	PARTICIPANT SANCTION		CLUB SANCTION	
			SUSPENSION (Minimum)	SUSPENSION (Maximum)	FINE \$ (Minimum)	OTHER (Minimum)
M39-01	Fraudulent, corrupt, illicit, unsportsmanlike or otherwise improper training activities	First	Warning	24 months	Warning	
M39-02		Second & subsequent	2 Matches	36 months	\$1,000 fine	
M40-01	Fielding a Player or Team Official in a Match under another name, where that listing is reckless or intentional	First	2 Matches	4 Matches	\$2,000 and 9 point deduction	\$3,000 and 12 point deduction
M40-02		Second & subsequent	4 Matches	8 Matches	\$4,000 and disqualification from the Competition (Team)	\$5,000 and disqualification from the Competition (Team)
M40-03		Third	8 matches	16 Matches	Termination of Affiliation or expulsion from Competitions	Termination of Affiliation or expulsion from Competitions

\* The offences set out in Tables B and C are not exhaustive.



## SCHEDULE 2: SANCTION TYPES

Number	Type of sanction, order or measure	Can be imposed against natural persons	Can be imposed against legal persons (including Clubs)
1	a warning, caution or reprimand	Yes	Yes
2	a suspended sanction but subject to Rule 15.8	Yes	Yes
3	a fine, bond or costs	Yes	Yes
4	a deduction or loss of competition points or a ban on accruing competition points for a specified period of time or number of Matches or Matches	-	Yes
5	a ban on the registration or transfer of Players for a specified period of time	-	Yes
6	ban on registration of Participant with any Club for a specified period of time	Yes	-
7	replaying of a Match	-	Yes
8	termination of registration or playing contract	Yes	-
9	annulment of registration of a Participant	Yes	Yes
10	suspension from participation in a Match or Match	Yes	Yes
11	exclusion, suspension or expulsion from a Competition, Event, Tournament or Competition	Yes	Yes
12	a ban on playing in a particular stadium, venue, ground or centre	-	Yes
13	full or partial closure of a stadium, venue, ground or centre	-	Yes
14	order to play a Match without spectators or on neutral territory	-	Yes
15	annulment of the result of any Match or forfeiture of any Match	-	Yes
16	relegation to a lower division	-	Yes
17	the return of an award	Yes	Yes
18	a ban from the dressing rooms and/or the substitutes' bench	Yes	-
19	a ban from entering any stadium, venue, ground or centre	Yes	-
20	a ban on taking part in any or all Football Related Activity	Yes	-

<b>21</b>	the cost to Football West of providing security at a stadium, venue, ground or centre for a specified period of time or number of Matches or Matches	-	Yes
<b>22</b>	the successful completion of a referee's course and/or the requirement to officiate a number of matches	Yes	-
<b>23</b>	the compulsory attendance at a course(s) of education or rehabilitation (for example, an anger management course)	Yes	-
<b>24</b>	order to repair, or pay the cost of the repair (or replacement), of property or equipment	Yes	Yes
<b>25</b>	such other disciplinary sanctions or measures as are appropriate in all the circumstances, including as prescribed in the FIFA Statutes, FA Rules and Regulations and Football West Rules and Regulations.	Yes	Yes

## SCHEDULE 3: THREE STRIKE POLICY

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All members of the Western Australia football community play a role in promoting a positive environment and supportive behaviours within our game. Elimination of abusive and poor behaviour is a collective responsibility. Match Officials are critical to our sport and without them there would be no game. Clubs, Players, Team Officials, Parents and Spectators should treat them with respect and recognise that they too are often learning, and just like players, can only improve with more training and experience.

Football West has introduced a Three (3) Strike Policy in relation to match-day abuse and misbehaviour at Clubs throughout Western Australia. Unacceptable behaviour towards Match Officials or other members of the Western Australia football community, occurring both on and off the field will be targeted under the policy.

The Three (3) Strike Policy has been specifically designed to include measures that reduce ongoing abuse and inappropriate behaviour exhibited during football activities by incrementally increasing the consequences of such behaviour, with each instance marked with a Strike. The accumulation of Strikes and implementation of penalties will occur for Clubs who have repeated instances of abuse or misconduct.

In line with this policy, it is the responsibility of the Club to which a Participant is associated to implement sufficient policies and measures to protect the wellbeing and safety of all football community members, and to manage behaviour to avoid offending conduct by their Participants.

The Three (3) Strike Policy will be implemented with the following strikes:

### ***Strike One (1)***

Strike notice issued to the Club, with the Club required to submit a written response to Football West demonstrating how they will remedy and mitigate future abuse or poor behaviour. Football West may require the Club to implement other steps to mitigate.

### ***Strike Two (2)***

Strike Notice issued to the Club, with the Club required to report on progress of previous steps and identify any new steps to mitigate offending behaviour. Football West may require the Club to implement other steps. Any individual Team that receives two strikes may be also be deducted a 3-point penalty.

### ***Strike Three (3)***

Show Cause Notice issued to the Club. Financial and disciplinary sanctions may apply to the Club. Some or all competitive teams representing the Club may be deducted a minimum 3-point penalty through to a 100% points deduction.