



**FOOTBALL
WEST**

2019 Disciplinary & Grievance Regulations

These regulations must be read in conjunction with the following documents.

FIFA Documents

- FIFA Laws of the Game
- FIFA Statutes
- FIFA Regulations on the Status and Transfer of Players
- FIFA Disciplinary Code

FFA Documents

- FFA Constitution
- National Registration Regulations
- National Disciplinary Regulations
- FFA Grievance Procedure By-Law
- National Arbitration Tribunal Regulations
- FFA Judicial Bodies By-Law
- National Code of Conduct
- National Member Protection Policy
- National Privacy Policy
- National Anti-Doping Policy
- National Spectator Code of Behaviour

Football West Documents

- Football West Competition Rules
- NPL-WA Competition Rules
- Football West Competition Management Regulations
- NPL-WA Compliance Regulations
- Football West Code of Conduct
- Football West Spectator Code of Behaviour

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Article 1 - Introduction

1. All Clubs and Club Associates are bound by these regulations, the FFA Constitution, the FFA Grievance Procedure By-Law, the FFA Judicial Bodies By-Law and the FFA National Arbitration Tribunal Regulations.
2. Football West is bound by these regulations, the FFA Constitution, Grievance Procedure By-Law, Judicial Bodies By-Law and National Arbitration Tribunal Regulations.
3. A penalty imposed by Football West, a Tribunal or an Appeals Tribunal continues to apply to a Club Associate even after that Club Associate's association with Football West has ended.
4. These regulations do not limit or restrict the application of the FIFA Statutes, AFC Statutes or FFA Code of Conduct for conduct or behaviour of a Club Associate which occurs outside the authority of these regulations generally.

Article 2 - Objectives

1. To ensure that all Clubs, Club Associates and Match Officials observe the Laws.
2. To ensure that Football is played competitively and fairly in accordance with principles of true sportsmanship and in accordance with the Laws.
3. To encourage participation in Football and to improve and advance Football as a spectator sport, and to provide a safe and secure playing and spectator environment.
4. To provide a system which sets out procedures, guidelines and penalties for any Club, Club Associate or Match Official who breaches the Laws.
5. To ensure that all charges of Misconduct and all Grievances are addressed fairly and in accordance with the principles of natural justice.
6. To impose penalties which are both appropriate and designed to act as a deterrent for offences of unsporting behaviour, violence, offences against match officials, and discrimination on any grounds including race, gender, religion, impairment and sexual orientation and any other offence which affects the good name of football and Football West.

Article 3 - Definitions & Interpretations

Definitions

In these regulations, unless the context otherwise requires, the following definitions must be used:

Additional Suspension means any Suspension in addition to an Automatic Match Suspension.

AFC means the Asian Football Confederation.

Appeals Tribunal means a special Tribunal established to hear appeals resulting from a decision of a Tribunal.

Applicant means a party which lodges an application to Football West to have a Grievance heard and determined by a Tribunal.

Assault means an act by which a person strikes, touches, or moves, or otherwise applies force of any kind to, the person of another, either directly or indirectly, without the other person's consent, or with the other person's consent if the consent is obtained by fraud, and which is intended to hurt or damage regardless of whether actual hurt or damage was caused.

AUD or \$ means the lawful currency of the Commonwealth of Australia.

Automatic Match Suspension means a Match Suspension which cannot be reviewed or challenged except in the case of mistaken identity.

Business Day means a day other than a Saturday, a Sunday or a public holiday in Western Australia.

Chair means the Tribunal Member who is nominated as the chairperson of a Tribunal or Appeals Tribunal in accordance with Article 17.

Club means a Club registered with FFA in accordance with the National Registration Regulations.

Club Associate means one or more of the following, whether individually or collectively:

- Club Office Bearer;
- Club Official (including, but not limited to, a coach, Team manager, or anybody who is officially associated with the Club);
- Non-playing member of a Club;
- Supporter of a Club;
- Club.

Competition means any league, competition or tournament administered, controlled or sanctioned by Football West including pre-season, season proper, finals series and any post season tournament or competition.

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

Competition Rules means the Competition Rules including the accompanying annexures currently in force as ratified by the Football West board of directors and published on the Football West website.

Competition Season means any series of competitive Matches.

Direct Red Card means a Red Card issued in accordance with the Laws of the Game which is not classed as an Indirect Red Card.

Disciplinary Infringement Notice means a notice issued by Football West to a Player, Club or Club Associate as a result of the issue of a Red Card, an accumulation of Yellow Cards or a charge of a Misconduct.

Fixed Penalty means the penalty listed for each offence in the Table of Offences.

Fixed Penalty Offence means any of the offences set out in the Table of Offences.

FFA means Football Federation Australia.

FIFA means Fédération Internationale de Football Association.

Football means “Association Football” as recognised by FIFA from time to time. Football includes the games of soccer, modified football, MiniRoos, indoor football, 5-a-side football, futsal and beach football.

Football West Competition Management Regulations means the Football West Competition Management Regulations currently in force as ratified by the Football West board of directors and published on the Football West website.

Football West Constitution means the constitution of Football West Limited as adopted on 6 July 2004 and subsequently amended on 2 November 2006 and 19 December 2006 and published on the Football West website.

Grievance means a dispute between two Members, or between a Member and Football West, that arises directly or indirectly out of or in relation to the participation of a Member in Football in Western Australia.

Indirect Red Card means a Red Card issued to a Player as a result of being issued 2 Yellow Cards in a single Match.

Laws means the Laws of the Game, Football West Constitution, Football West Competition Rules, Statutes and Regulations, By-Laws and Policies as applicable from time to time.

Laws of the Game means the Laws of the Game currently in force as published by FIFA from time to time.

Match means any game of Football conducted by or under the control of Football West.

Match Commissioner means the person appointed by Football West in accordance with the Competition Rules as the official representative of Football West at a Match.

Match Official includes the following:

- Football West appointed referee
- Football West appointed assistant referee
- Football West appointed fourth official
- Football West appointed referee assessor
- Football West appointed Match Commissioner
- Any other person designated by Football West as a Match Official including a non-accredited referee chosen by a Club to preside over a Match in the absence of a Football West appointed referee

Match Suspension means a Suspension issued in terms of a number of Matches.

Member Federation means either Football West, Football New South Wales, Football Federation Victoria, Football Queensland, Northern New South Wales Football, Football Federation South Australia, Football Federation Tasmania, Football Northern Territory or Capital Football.

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

- a breach of the Statutes and Regulations;
- a breach of the FFA Statutes, any FFA Regulation, Policy or Code of Conduct which may be in place from time to time;
- a breach of the Laws;
- a breach of Football West regulations or Policy unless such regulations or Policy contains a provision or provisions for dealing with any breach thereof;
- in the opinion of Football West, conduct which is or may be prejudicial to the interests of the game of Football in Western Australia or to Football West or any of its sponsors.

NPL means the Competition called the National Premier Leagues under the jurisdiction of FFA.

Participation Agreement means the agreement between Football West and the Club enabling the Club to participate in Football West Competitions for the respective season.

Player means any person who is, from time to time, registered with a Club or is selected as a member of a Representative Team. For the avoidance of doubt, a reference to a Player during a Match includes a substitute and a substituted Player.

Policy means any policy currently in force as ratified by the Football West board of directors and published on the Football West website.

Protest means a formal dispute against a Match result arising from an allegation that a Club has fielded an ineligible Player.

Red Card means the card used to communicate to a Player that he has been sent off.

Regional Association means an incorporated association affiliated with Football West who is not located in the Perth metropolitan area and whose members do not compete in Football West Competitions.

Representative Match means a Match in which a Representative Team participates.

Representative Team means a group of Players which may be registered with different Clubs but which represents Football West in a particular Match or series of Matches.

Respondent means the party against whom a Grievance has been lodged by an Applicant.

Rule Breach Notice means a notice issued by Football West to a Club or Club Associate as a result of a charge that the club breached the Competition Rules.

Statutes and Regulations means those statutes and regulations as published by FFA or FIFA from time to time.

Suspension has the meaning set out in Article 13.

Table of Offences means the list of offences as described in Article 27.

Team means any group of Players which represents the Club (whether formally or informally) in a Match or series of Matches, or with which the Club is connected in any way as determined by Football West.

Time Suspension means a Suspension issued in terms of days, months or an end date.

Tribunal means the Disciplinary Tribunal or General Purposes Tribunal established pursuant to these regulations which is empowered to hear charges of Misconduct or Grievances.

Tribunal Member means a person appointed to the Tribunal by the Football West board of directors from time to time as deemed fit.

Yellow Card means the card used to communicate to a Player that he has been cautioned.

Interpretation

In these regulations, unless the context otherwise requires;

- headings are for convenience of reference only and do not affect interpretation;
- references to any gender include all genders;
- references to the singular apply to the plural and vice versa;
- references to a person include any other entity recognised by law and vice versa;
- where a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- any reference to a paragraph number refers to a paragraph in the same Article unless otherwise stated;
- any reference to a party to this document includes its successors and permitted assigns;
- any reference to any agreement or document includes that agreement or document as amended at any time;
- the use of the word includes or including is not to be taken as limiting the meaning of the words preceding it;
- the expression at any time includes reference to past, present and future time and the performance of any action from time to time;
- 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.
- all monetary amounts are inclusive of GST unless stated otherwise.
- any term defined in the Football West Constitution has the same meaning as set out in that document.

Article 4 – Authority and Jurisdiction

Authority

1. The authority to establish the Disciplinary, General Purposes and Appeals Tribunal is vested in the Board of Football West pursuant to clause 11.1 of the Football West Constitution.
2. These regulations confirm the establishment of the following judicial bodies:
 - a) Disciplinary Tribunal;
 - b) General Purposes Tribunal; and
 - c) Appeals Tribunal.

Jurisdiction

3. The authority to administer these Regulations derive from clause 3.2 of the FFA National Disciplinary Regulations and clause 8 of the FFA National Grievance Procedure.

4. These Regulations will apply exclusively to facilitate the expeditious and fair resolution of:
 - a) Grievances, incidents, disciplinary, dispute and conduct matters in relation to Competitions;
 - b) Grievances, incidents, disciplinary, dispute and conduct matters in relation to competitions conducted by Football West under a mandate from FFA or a Member Federation (for example, the National Futsal Championships and the F-League Championships);
 - c) Grievances between Club Associates within the State;
 - d) Incidents, disciplinary, dispute and conduct matters in relation to competitions conducted by Regional Associations where Football West determines, in its absolute discretion, that the matter cannot be or has not been appropriately dealt with by the Regional Association; and
 - e) any matter the Executive determines, in its absolute discretion, is important to the interests of football in the State.

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

Article 5 - Investigation & Charges

1. Football West may investigate any matter which in its opinion is relevant to whether or not a charge of Misconduct ought to be laid.
2. Such investigation may be initiated on the basis of the report of the Match Official, a complaint by a Club, a report of any other person, or on the basis of any other evidence which in the opinion of Football West is credible.
3. Such investigation may be carried out by Football West as it sees fit and all Clubs, Club Associates and Match Officials are required to co-operate with Football West in the conduct of that investigation.
4. Notwithstanding the above, Football West will generally apply the following procedure:
 - a) Notify the relevant club or party that a report has been made in relation to alleged Misconduct;
 - b) Request a response from the club or relevant party in relation to the alleged Misconduct;
 - c) Request information from any other parties that may have witnessed the alleged Misconduct (ie Match Officials);
 - d) Seek clarification from the club reporting the Misconduct in relation to any matters raised in response to the report; and
 - e) Conduct and objective assessment of all the information provided.
5. At any time, Football West may determine whether any charge of Misconduct is to be laid and in relation to such charge whether:
 - a) it is to be referred to the Tribunal; or

- b) it is to be dealt with pursuant to the Table of Offences; or
- c) it is to be dealt with by mediation under these regulations; or
- d) it is to be dealt with by referral to the Referees Technical Committee; or
- e) it is to be dealt with by any combination of the above; or
- f) no action is to be taken; or
- g) it is to be dealt with in any other manner which Football West deems appropriate;

Such determination shall be at the absolute discretion of Football West and may not be reviewed or appealed by any party.

6. Subject to these regulations, the Chief Executive Officer (CEO) of Football West, the Head of Member Services, the Legal and Disputes Officer, or a member of Football West staff authorised in writing by the either CEO or the Head of Member Services may bring a charge of Misconduct against a Club, Club Associate or a Match Official.
7. Football West may refer any grievance application lodged to a Tribunal. Football West may in its unfettered discretion choose not to investigate any matter which in its view is a vexatious claim and in such circumstances the reasons for viewing a claim as vexatious must be documented.
8. Football West, in its absolute discretion, may refer any matter it determines to be important to the interests of football in Western Australia, Football West or FFA, to the General Purpose Tribunal for determination.
9. Failure to comply with a decision of Football West in accordance with paragraph 4 within the manner or time as prescribed by the decision, is itself a breach of these regulations. The noncompliant party may be subject to further sanction.

Article 6 – Yellow Card Infringements

1. A Yellow Card is a warning from a Match Official to a Player in respect of unfair behaviour of a less serious nature and is issued in accordance with Law 12 of the Laws of the Game as detailed below:
 - Y1 is guilty of unsporting behaviour;
 - Y2 shows dissent by word or action;
 - Y3 persistently infringes the Laws of the Game;
 - Y4 delays the restart of play;
 - Y5 fails to respect the required distance when play is restarted with a corner kick, free kick or throw-in;
 - Y6 enters or re-enters the field of play without the referee’s permission; or

2. A Yellow Card issued to a Player may not be reviewed or challenged except in the case of mistaken identity.
3. A Player who accumulates 4 Yellow Cards in the regular season must serve an Automatic Match Suspension of 1 Match regardless of the competition in which the cards were accrued.
4. A Player who accumulates 8 Yellow Cards in the regular season must serve an Automatic Match Suspension of 2 Matches regardless of the competition in which the cards were accrued.
5. A Player who accumulates 12 Yellow Cards in the regular season must serve an Automatic Match Suspension of 3 Matches regardless of the competition in which the cards were accrued.
6. A Player who accumulates 16 Yellow Cards in the regular season must serve an Automatic Match Suspension of 4 Matches regardless of the competition in which the cards were accrued.
7. A Player who accumulates 2 Yellow Cards in a pre-season competition, post-season competition or finals series must serve an Automatic Match Suspension of 1 Match.
8. The accumulation of Yellow Cards, which does NOT result in a Suspension in accordance with paragraphs 3, 4, 5, 6 or 7 will be reset to zero at the last match of the pre-season competition, the group stage of the pre-season competition, the regular season, any promotion and relegation play-off ties and any finals series.
9. If a Player receives 2 Yellow Cards in a single Match and therefore receives an Indirect Red Card, the 2 Yellow Cards must not be included in the Player's accumulated total of Yellow Cards as described in paragraphs 3, 4, 5, 6 and 7.
10. If a Player receives a Yellow Card and then a Direct Red Card in a single Match, the Yellow Card must be included in the Player's accumulated total of Yellow Cards as described in paragraphs 3, 4, 5, 6 and 7.
11. A single Yellow Card received during a friendly or Representative Match does not accumulate towards future competition Matches.
12. A single Yellow Card issued during an abandoned Match must be annulled if the Match is replayed and upheld if the Match is not replayed.

Article 7 - Red Card Infringements

1. A Red Card is shown to a Player in respect of unfair behaviour of a more serious nature and is issued in accordance with Law 12 of the Laws of the Game as detailed below:
 - R1 Is guilty of serious foul play;
 - R2 is guilty of violent conduct;

- R3 spits at an opponent or any other person;
- R4 denies the opposing Team a goal or an obvious goal scoring opportunity by deliberately handling the ball (this does not apply to a goalkeeper within his own penalty area);
- R5 denies the opposing Team an obvious goal scoring opportunity to an opponent moving towards the player's goal by an offence punishable by a free kick or penalty kick;
- R6 uses offensive, insulting or abusive language and/or gestures; or
- R7 receives 2 Yellow Cards in the same Match.

2. A player or Club Official who is shown a Red Card or sent from the Technical Area:
 - a) must leave the field of play and its surroundings and must not be present:
 - i inside the perimeter fence or barrier; and
 - ii within at least 10 metres of the perimeter or barrier; or
 - iii within 20 metres of the field of play in circumstances where no perimeter fence or barrier is present until at least 15 minutes following the end of the Match;
 - b) must serve an Automatic Match Suspension;
 - c) may be required to attend a Tribunal hearing depending on the seriousness of the Offence.
3. A Player who is issued with a Red Card may not participate in any Football West Match on the same day either as a Club Associate, Club referee, Club assistant referee or in any other official capacity for the Club.
4. An exclusion from participation in accordance with paragraph 3 is in addition to any sanction imposed by Football West or a Tribunal.
5. A Red Card issued to a Player may not be reviewed or challenged except in the case of mistaken identity.
6. A Player issued with a Red Card must serve an Automatic Match Suspension of 1 Match.
7. A Player who accumulates a second Red Card in a Competition Season must serve an Automatic Match Suspension of 2 Matches.
8. A Player who accumulates a third Red Card in a Competition Season must serve an Automatic Match Suspension of 3 Matches.
9. A Player who accumulates a fourth Red Card in a Competition Season must serve an Automatic Match Suspension of 4 Matches.
10. The imposition of an Automatic Match Suspension is immediate. Football West must issue a Disciplinary Infringement Notice in accordance with these regulations except in the circumstances described in paragraph 11, but for the avoidance of doubt, the Automatic Match

Suspension is effective regardless of whether or not the Disciplinary Infringement Notice is received before the next Match.

11. In circumstances in which a player is issued with a Red Card and sent from the Field of Play for an offence that carries the penalty of a one match suspension, a Disciplinary Infringement Notice will NOT be issued. However, for the avoidance of doubt, the player must serve his one match suspension in accordance with these regulations.
12. In addition to the Automatic Match Suspension described in paragraphs 6, 7, 8 and 9, the Player may be required to serve an Additional Suspension in accordance with the Table of Offences.
13. A Red Card issued during an abandoned Match must be upheld regardless of whether or not the Match is replayed.

Article 8 - Team Misconduct

1. A Club which has 5 or more individual Players cautioned or sent off in a single Match, will be sanctioned in accordance with the Table of Offences.
2. A Club which has 3 or more individual Players sent off in a single Match, will be sanctioned in accordance with the Table of Offences.
3. A Club in which multiple Players collectively show dissent towards a Match Official or collectively seek to intimidate, threaten or exert pressure on a Match Official during a Match to make or alter a decision must be sanctioned in accordance with the Table of Offences.

Article 9 - Offences by Non-Playing Club Associates

1. A referee may expel a non-playing Club Associate from the field of play, its surrounds and the technical area if the Club Associate is, in the opinion of the referee, guilty of Misconduct.
2. An expelled non-playing Club Associate may not be present inside the perimeter fence or barrier, where one is present, or within 20 metres of the field of play where no perimeter fence or barrier is present, until at least 15 minutes following the end of the Match.
3. A non-playing Club Associate who has been expelled from the field of play, its surrounds and the technical area, must serve an Automatic Match Suspension of 1 Match.
4. A non-playing Club Associate who has been expelled from the field of play, its surrounds and the technical area on 2 occasions during a Competition Season, must serve an Automatic Match Suspension of 2 Matches.
5. A non-playing Club Associate who has been expelled from the field of play, its surrounds and the technical area on 3 occasions during a Competition Season, must serve an Automatic Match Suspension of 3 Matches.

6. A non-playing Club Associate who has been expelled from the field of play, its surrounds and the technical area on 4 occasions during a Competition Season, must serve an Automatic Match Suspension of 4 Matches.
7. The imposition of an Automatic Match Suspension is immediate. For completeness, Football West must issue a Disciplinary Infringement Notice in accordance with these regulations, but for the avoidance of doubt, the Automatic Match Suspension is effective regardless of whether or not the Disciplinary Infringement Notice is received by the Club of the expelled non-playing Club Associate before the next Match.
8. A non-playing Club Associate who is expelled by a referee in accordance with paragraph 1 may not participate in any Football West Match on the same day either as a Player, coach, ground official, Club referee, Club assistant referee or in any other official capacity for the Club.
9. In addition to the Automatic Match Suspensions prescribed in paragraphs 3, 4, 5 and 6, the nonplaying Club Associate may be subject to additional penalties in accordance with the Table of Offences.

Article 10 - Persistent Serious Offending by a Club

1. If a Club is guilty of persistent serious offending this may amount to grounds for termination of the Participation Agreement between Football West and the Club.
2. Persistent serious offending includes, but is not limited to:
 - a) Causing the abandonment of a match on 3 or more occasions in a single season; or
 - b) Causing the abandonment of a match on 6 or more occasions in any 3 seasons; or
 - c) Being guilty of Offence 27 (See Table of Offences) on 3 or more occasions in any number of Competition Seasons; or
 - d) Club Associates involved in mass brawls or melees on 3 or more occasions in a single season; or
 - e) Club Associates involved in mass brawls or melees on 6 or more occasions in any 3 seasons.
3. A Club that has been disaffiliated from Football West in accordance with paragraph 1, may request that the matter be referred to a Tribunal in accordance with Article 16.

Article 11 - Charges against Match Officials

1. A charge against a Match Official must be referred to the Referees Technical Committee in the first instance.
2. The Referees Technical Committee may refer a charge against a Match Official to the Tribunal after the matter has been considered by the Referees Technical Committee.

3. A Match Official who has failed to declare an actual or perceived conflict of interest as described in the Competition Rules may be subject to disciplinary action by the Referees Technical Committee. In such cases, the Referees Technical Committee may refer the matter to the Tribunal.

Article 12 – Mistaken Identity

1. If a Club believes that Player has been mistakenly identified on the team sheet by a Match Official as having received a Yellow or Red Card, the Club must indicate the same (with brief reasons) on the team sheet prior to signing it.
2. If the Club believes that a Player or Club Associate has been mistakenly identified in a Referee Incident Report and has been issued with a Disciplinary Infringement Notice based on that Referee Incident Report, the Club may contest the Referee Incident Report on the basis of mistaken identity by submitting prescribed form 1 within 2 Business Days of the Match or the date of the Disciplinary Infringement Notice.
3. Prescribed form 1 must contain one of the following:
 - a. a signed written statement by the Player or Club Associate who was reported by the Match Official in any team sheet or Referee Incident Report stating that he or she was not responsible for the offence and, to the best of his or her knowledge, identifying the name of the Player or Club Associate responsible; or
 - b. a signed written statement by the Player or Club Associate declaring that they were the person responsible for the offence; or
 - c. a signed written statement from the Club identifying the name of the Player or Club Associate responsible for the offence.
4. Any claim for Mistaken Identity that does not include the requisite statement will not be accepted. For the avoidance of doubt, any claim for Mistaken Identity that states “TBC” or “details to follow” in lieu of the requisite statement will not be accepted.
5. Football West may investigate a matter of mistaken identity by seeking further clarification from the Match Officials as to the details of the Player or Club Associate contained in the Referee Incident Report.
6. Football West will consider the written statements and any other relevant information provided to determine, on the balance of probabilities, whether the claim for mistaken identity is rejected or upheld.
7. Football West will issue the Club with a Determination of the Claim of Mistaken Identity using prescribed form 2.
8. If Football West rejects a claim for mistaken identity and:
 - a. a Disciplinary Infringement Notice in relation to the matter has already been issued to the Player or Club Associate, the original sanction set out in the Disciplinary Infringement Notice remains continues to apply;
 - b. a Disciplinary Infringement Notice has not already been issued to the Player or Club Associate, Football West will determine the sanction and issue a Disciplinary Infringement Notice pursuant to Article 15.
9. If Football West upholds a claim for mistaken identity the Yellow Card or Red Card issued to the Player will be expunged and/or any Disciplinary Infringement Notice issued against a Player or Club Associate will be rescinded.
10. If Football West upholds a claim of mistaken identity and makes a finding in respect of the actual offender, Football West may determine the sanction and issue a Disciplinary Infringement Notice pursuant to Article 14(2)-(5) and Article 15(1).

11. The decision to reject a claim for mistaken identity may be appealed to the Disciplinary Tribunal, such appeal must be lodged within two (2) Business Days of receiving the Determination of Claim of Mistaken Identity.

Article 13 – Player Eligibility Protests

Process for Lodging Player Eligibility Protest

1. A Club may lodge a Protest against the result of a Match based on the eligibility of a Player or Players.
2. A Player Eligibility Protest may only be lodged by a Club that participated in the Match being disputed.
3. A Player Eligibility Protest must:
 - a. be lodged with Football West in writing using prescribed form 3 within 72 hours of the completion of the Match;
 - b. be lodged by the President or Secretary of the Club;
 - c. be accompanied by a Protest fee of \$110 paid to Football West.
4. A Player Eligibility Protest that does not meet the strict requirements above will be deemed invalid and will not be accepted.
5. A Player Eligibility Protest will not be accepted if the Club lodging the protest has a debt with Football West which is more than 30 days old.

Investigation into Player Eligibility Protest

6. Football West must investigate all Player Eligibility Protests as soon as practicable.
7. Football West may investigate the Player Eligibility Protest in any manner it sees fit but will generally apply the following procedure:
 - a. Review the registration details of the Player or Players;
 - b. Notify the opposing Club that a Player Eligibility Protest has been lodged and request their response to the protest;
 - c. Consider any information submitted by the Match Officials of the match in question; and
 - d. Obtain any other information relevant to determine the Player Eligibility Protest.
8. Football West will assess all of the relevant information to make a determination of the Player Eligibility Protest.

Determination of Player Eligibility Protest

9. Upon completing the investigation, Football West may determine that:
 - a. The Player Eligibility Protest is proven, in which case Football West may charge the offending Club with Misconduct and must refund the protest fee to the Club; or
 - b. The Player Eligibility Protest is not proven and the result of the Match will stand and the protest fee will not be refunded.
10. Football West will issue the Club with a Determination of the Player Eligibility Protest using prescribed form 4.

Referral to General Purposes Tribunal

11. At any time Football West may, in its discretion, refer the Player Eligibility Protest to the General Purposes Tribunal for determination.

Article 14 - Match Official Reports

Lodgement

1. Match Officials must submit their Match Official Reports in accordance with the Match Officials Guide.

Assessment

2. Upon receipt of a Match Officials Report, Football West must review assess the Match Official Report to determine whether a Player or Club Associate has committed an offence as prescribed in the Table of Offences.
3. Football West may only take into consideration to the contents of the Match Officials Report when determining whether a Player or Club Associate has committed an offence as prescribed in the Table of Offences.
4. Football West may at its discretion seek further clarification from the Match Official in relation to the contents of the Match Official Report before determining whether a Player or Club Associate has committed an offence as prescribed in the Table of Offences.
5. If, based on the Match Officials Report and/or any further information from the Match Official only, Football West are satisfied that a player or Club Associate has committed an offence as prescribed in the Table of Offences, Football West must issue the Player or Club Associate with a Disciplinary Infringement Notice.

Presumption of Fact

6. For the avoidance of doubt, any Match Official Report or any other report provided by a Match Official will stand as fact of the alleged incident, conduct or event. The onus will rest with the party challenging the facts of the incident, conduct or event to establish on the balance of probabilities, that the facts contained in the Match Officials Report are inaccurate or otherwise misrepresent the incident, conduct or event.

Article 15 – Disciplinary Infringement Notices

1. A Disciplinary Infringement Notice must contain:
 - a. the name of the individual or Club charged with the infringement;
 - b. details of the Match or Football West event where the allege offence occurred;
 - c. details of the alleged offence;
 - d. the sanction imposed pursuant to the Table of Offences (including the Automatic Match Suspension).
2. Upon receipt of a Disciplinary Infringement Notice, the Club may elect to either:
 - a. accept the sanction; or

- b. contest the sanction.

Contesting a Disciplinary Infringement Notice

3. A Club electing to contest the sanction may do so by lodging a Request for Tribunal Hearing in writing using prescribed form 5;
4. A Request for Tribunal Hearing must include a written statement outlining the grounds for contesting the Disciplinary Infringement Notice;
5. A Request for Tribunal Hearing must be lodged within 3 Business Days of Football West issuing the Club with the Disciplinary Infringement Notice.
6. A request for Tribunal Hearing must be lodged by the President or Secretary of the Club.

Time of Lodgement

7. Football West may alter the timeframes required for lodgement of a Request for Tribunal Hearing in circumstances where a determination is required before a Match or event.
8. A Request for a Tribunal Hearing that does not meet the requirements set out in Article 15(3)-(6) will not be accepted under any circumstances.

Assessment of Tribunal Hearing Request

9. Upon receipt of a Tribunal Hearing Request Football West Head of Member Services or Legal and Disputes Officer only, may their discretion liaise with the Club President or Secretary to discuss the merits of the grounds for a Request for Tribunal Hearing
10. The purpose of any discussions is strictly limited to ensuring that the Club or Club Associate understands the tribunal process and the possible outcomes of a tribunal hearing based on the penalties set out in the Table of Offences so as to ensure that the Club and Club Associate can make a considered assessment of the merits of their Request for Tribunal Hearing.
11. Any discussions in relation to the Request for Tribunal Hearing are on a strictly without prejudice basis.

Disciplinary Tribunal Fees

12. A Tribunal Hearing Fee is payable after the hearing if the charge set out in the Disciplinary Hearing Notice is upheld. The Disciplinary Tribunal Fees are as follows:

a. NPL Seniors and State League	\$550
b. Amateur, Metropolitan, Masters and Women's Leagues	\$550
c. NPL Juniors, Junior Boys, Junior Girls and Miniroos Leagues	\$220
13. No Request for Tribunal Hearing will be accepted if the Club submitting the request has a debt to Football West that is more than 30 days old as at the 5th business day from the date the Disciplinary Infringement Notice was issued. In such circumstances, the Disciplinary Tribunal must not hear the matter.

Article 16 – Disciplinary Tribunal

Jurisdiction

1. The Disciplinary Tribunal has jurisdiction to hear and determine:
 - a. charges of Misconduct where the Club or Club Associate seeks to contest the charge of Misconduct and or sanction imposed as set out in the Disciplinary Infringement Notice; and
 - b. matters of Mistaken Identity.

Appointment and Composition of Disciplinary Tribunal

2. Football West must appoint Tribunal Members to the Disciplinary Tribunal.
3. Tribunal Members may be appointed to the Disciplinary Tribunal and the General Purposes Tribunal.
4. Football West must appoint one of the Tribunal Members to be the Chair of each Disciplinary Tribunal.
5. The Tribunal Chair must be an Australian legal practitioner as defined in clause 5 of the *Legal Profession Act 2008 (WA)*.
6. A person must not be appointed as a Tribunal Member if the person has served in the previous twelve (12) months as, or is currently;
 - a. a Director of Football West;
 - b. an Employee of Football West;
 - c. a member of any Football West Standing Committee;
 - d. a Zone Representative;
 - e. a member of the Referees Technical Committee; or
 - f. an official of a Club.
7. The Disciplinary Tribunal will ordinarily consist of three (3) Tribunal Panel Members but may consist of one or two Tribunal Panel Members.

Term

8. A Tribunal Member will be appointed for a term of twelve (12) months.
9. A Tribunal Member may resign by providing written notice to Football West.
10. Football West may remove a Tribunal Member at any time in its absolute discretion.
11. Tribunal Members to be Independent
12. Tribunal Members may not represent a Club in any proceedings before the Disciplinary Tribunal whilst they are an appointed Tribunal Member.
13. A Tribunal Member must disqualify himself or herself from any hearing of the Disciplinary Tribunal if he or she may, whether directly or indirectly, have a material interest in the matter or otherwise have any relationship with a party to the matter such that the Tribunal Member may not be seen to be independent whether actual or perceived.

Notice of Tribunal Hearing

14. Football West must issue a notice of hearing using prescribed form 6, as soon as possible. The Disciplinary Hearing Notice must provide:
 - a. reasonable detail of the alleged offence;

- b. notice of the possible sanctions; and
 - c. date, time and location of the Disciplinary Tribunal Hearing.
15. The Notice of Tribunal Hearing must be sent to the President or Secretary of the Club.
 16. The Notice of Tribunal Hearing may be sent by email and is deemed to have been received by the Club at the time the email is sent.
 17. Football West may provide the Notice of Tribunal Hearing to any party that may be affected by the Disciplinary Tribunal's decision.

Attendance at the Disciplinary Tribunal Hearing

18. If the Disciplinary Infringement Notice is a charge against an individual, the Player or Club Associate identified on the Disciplinary Infringement Notice must attend the Disciplinary Tribunal Hearing.
19. If the Disciplinary Infringement Notice is a charge against a Club, the President or Secretary of the Club must attend the Disciplinary Tribunal Hearing.
20. Where an individual required to attend a Disciplinary Tribunal Hearing is under the age of eighteen (18) at the date of the hearing, the individual must be accompanied by a parent, legal guardian at the Disciplinary Tribunal Hearing.
21. A Match Official is not required to attend a Disciplinary Tribunal Hearing but may do so if they choose to provide oral evidence either in person or by telephone.
22. Any party issued with the Notice of Tribunal Hearing may, at their discretion, attend the Disciplinary Tribunal Hearing.

Non-attendance

23. If a Player or Club Associate who is required to attend, and has been properly notified of a Disciplinary Tribunal Hearing, fails to attend the Disciplinary Tribunal Hearing the Disciplinary Tribunal may at its absolute discretion:
 - g. proceed to hear and determine the matter in the absence of the individual;
 - h. impose sanctions as it sees fit as a result of any determination; or
 - i. direct that the matter be adjourned.

Representation

24. A Player or Club may be represented by a legal practitioner at a Disciplinary Tribunal Hearing.
25. The details of the legal representative must be provided in the Request for Tribunal Hearing notice or otherwise notified to Football West prior to the Disciplinary Tribunal Hearing.

Witnesses

26. A Player or Club may lodge witness statements in support of their Request for a Tribunal Hearing.
27. A witness may be required to attend the Disciplinary Tribunal Hearing.

Referee Advocate

28. Football West may appoint a Referee Advocate to attend a Disciplinary Tribunal Hearing. The Referee Advocate may make submissions on behalf of any Match Official in relation to the contents of the Match Officials Report, the Laws of the Game and any other matters in relation to the Match Officials Report.

29. Football West may appoint a representative to any Disciplinary Tribunal Hearing to make submissions in relation to any matter before the Disciplinary Tribunal.

Article 17 – Disciplinary Tribunal Process

Overview of Disciplinary Tribunal Proceedings

1. Football West must convene the Disciplinary Tribunal as soon as possible following the receipt of a Request for Tribunal Hearing.
2. The Disciplinary Tribunal may conduct the hearing in any manner it sees fit including but not limited to video or teleconference and, if it considers it appropriate, allowing an amendment to the charges provided that:
 - a. all parties affected are given the opportunity to be heard; and
 - b. the hearing is conducted with as little formality and with as much expedition as proper consideration of the matters permit.
3. The Disciplinary Tribunal is not bound by the rules of evidence or by practice and procedure applicable to courts of law but may inform itself as to any matter and in such manner, it deems appropriate provided that the Disciplinary Tribunal adheres to the principles of natural justice.
4. Notwithstanding the above, the Disciplinary Tribunal will generally apply the following procedure:
 - a. at the commencement of a hearing the Tribunal Chair will read out each charge;
 - b. the Player or Club charged, if present, will be asked whether they plead guilty or not guilty to each charge;
 - c. the Tribunal Chair may confirm the information and documentation that will be considered in relation to the matter before the Disciplinary Tribunal.
 - d. the Player or Club charged will be invited to provide the Disciplinary Tribunal a summary of the matters on which they rely.
 - e. the Tribunal Chair may require any witnesses to wait outside the hearing room until they are called upon to give evidence.
 - f. the Tribunal Chair may call evidence from witnesses. All witnesses, including Match Officials and Referee Advocates, may be subject to questioning in a manner deemed appropriate by the Tribunal Chair.
 - g. where the author of a document relied upon by a party is not present to be questioned, the Disciplinary Tribunal may attach such weight to the document as it deems appropriate.
 - h. at the completion of the evidence, the parties must leave the room if directed by the Tribunal Chair.

Disciplinary Tribunal Decisions

5. The Disciplinary Tribunal may consider all the evidence and the submissions made during the hearing and may make a finding that, on the balance of probabilities:
 - a. the charge or charges have not been proven;
 - b. the charge or charges have not been proven; or
 - c. the Player or Club Associate is guilty of a different offence;
6. The Disciplinary Tribunal may have regard to any matters which it considers relevant to the determination of penalty and, without limitation, may consider:

- a. the seriousness of the conduct with which the party is charged or found guilty of by the Disciplinary Tribunal;
 - b. any loss or damage sustained by any party (including Football West) arising from the conduct;
 - c. evidence of prior proven Misconduct; and
 - d. insofar as they are relevant, the objectives of the Football West Constitution.
7. The Disciplinary Tribunal is not obliged to give reasons for any decision it makes but may do in its absolute discretion.
8. The Disciplinary Tribunal will issue a written notice of the result of the hearing, with a short written summary of its determination using prescribed form 7, as soon as practicable following the hearing.
9. Football West will publish the results of the Disciplinary Tribunal hearing on the Football West website unless otherwise directed by the Disciplinary Tribunal.

Article 18 - Grievances

1. Football West will only accept a Grievance if the requirements in Article 18(3) and 18(4) have been satisfied. For the avoidance of doubt, a Club or Club Associate cannot refer a Grievance to Football West if the matter has been, or would ordinarily be, dealt with by the Disciplinary Tribunal or Appeals Tribunal.
2. Football West may dismiss any Grievance it determines, in its absolute discretion, to be a vexatious claim.

Requirements for Lodging a Grievance

3. Before referring any Grievance to Football West, the Club or Club Associate making a claim or complaint must write to the other Club or Club Associate involved in the subject matter of the Grievance (Respondent) outlining the details of the Grievance (and provide them with any relevant material or evidence relied upon by the Member) allowing the Respondent at least seven (7) days to respond. The Respondent's reply must include reasons for any disagreement with the details of the Grievance.
4. If a response is not received within seven (7) days or the Grievance is otherwise not resolved, the Club or Club Associate may refer the Grievance to Football West.
5. If the parties to the Grievances are subject to a Club policy or complaint handling/grievance procedure, the parties must exhaust the complaint, grievance or disciplinary procedures of the Club in first instance.
6. To refer a Grievance to Football West the Club or Club Associate must submit a Grievance Form using prescribed form 8. The Grievance Form must be signed by the President or Secretary of the Club.
7. In the first instance, a Grievance may be dealt with by mediation pursuant to Article 19 unless Football West determines, in its absolute discretion, that a Grievance should be referred immediately to the General Purposes Tribunal for determination.

8. Football West may, in its absolute discretion, refer any matter it determines to be important to the interests of football in Western Australia, Football West or FFA, to the General Purposes Tribunal. For the avoidance of doubt, such matters may include but are not limited to, those involving Club Associates in football at any level.

Request for General Purposes Tribunal Hearing

9. Where a Club or Club Associate has complied with the requirements in Article 18(3)-(5) and the Grievance remains unresolved, the Club, Club Associate or Football West may request a General Purposes Tribunal Hearing using prescribed form 12.

General Purposes Tribunal Fees

10. A Tribunal Hearing Fee is payable after the hearing if the Applicant's claim is dismissed or payment is otherwise ordered by the General Purposes Tribunal. The General Purposes Tribunal Fees are as follows:

a. NPL Seniors and State League	\$550
b. Amateur, Metropolitan, Masters and Women's Leagues	\$550
c. NPL Juniors, Junior Boys, Junior Girls and Miniroos Leagues	\$220
11. No Request for Tribunal Hearing will be accepted if the Club submitting the request has a debt to Football West that is more than 30 days old as at the 5th business day from the date the Grievance was issued. In such circumstances, the General Purposes Tribunal must not hear the matter.

Article 19 – Mediation

1. Football West may require the parties to a Grievance to attend a meeting with a representative of Football West and/or an independent person who will act as a mediator (**Mediator**) for the purposes of attempting to reach agreement for the resolution of the Grievance.
2. A Mediator will be a person who, in the opinion of Football West, is appropriately qualified to conduct the mediation and may be a Tribunal Member. However, if the Grievance is subsequently referred to the General Purposes Tribunal, the Tribunal Member must not sit of the General Purposes Tribunal that subsequently hears and determines the Grievance.
3. Football West will arrange the mediation and notify the parties accordingly using prescribed form 10.

Mediation Proceedings

4. During the mediation process, the parties to the Grievance must:
 - a. participate in good faith;
 - b. follow all reasonable directions of the Mediator with regard to the conduct of the mediation process including directions in respect of joint and private discussions with the parties; and
 - c. ensure that the person attending the mediation has the authority to settle the Grievance and execute any mediation agreement.
5. The mediation will be conducted on a without prejudice basis and the Mediator will have no power to impose any Suspension, decision or sanction on any of the parties to the Grievance.

6. The role of the Mediator is not to act as an advisor to the parties or make a determination but is instead to facilitate the parties to the Grievance in identifying the issues and considering the options to arrive at an agreement.
7. If the parties reach agreement during the mediation process, the parties must execute a mediation Agreement using prescribed form 11. Once a mediation agreement is executed by the parties to the Grievance, those parties have no right to appeal and may not lodge any Grievance or bring any claim in relation to the subject matter of the original Grievance.
8. The Mediator may end the mediation at any time if he or she determines, in his or her absolute discretion, that the mediation is unlikely to produce an agreement and must then refer the grievance to the General Purposes Tribunal for determination.
9. A copy of any mediation agreement must be provided to Football West.
10. A party who fails to attend the mediation, when reasonably requested by Football West and without reasonable excuse, may be subject to any sanctions Football West deems appropriate in the circumstances.

Article 20 – General Purposes Tribunal

Jurisdiction

1. The General Purposes Tribunal has jurisdiction to hear and determine Grievances, Player Eligibility Protests and any other matter which Football West determines, in its absolute discretion, is important to the interests of football in Western Australia.

Appointment and Composition of General Purposes Tribunal

2. Football West must appoint Tribunal Members to the General Purposes Tribunal.
3. Tribunal Members may be appointed to the Disciplinary Tribunal and the General Purposes Tribunal.
4. Football West must appoint one of the Tribunal Members to be the Chair of each General Purposes Tribunal hearing.
5. The Tribunal Chair must be an Australian legal practitioner as defined in clause 5 of the *Legal Profession Act 2008 (WA)*.
6. A person must not be appointed as a Tribunal Member if the person has served in the previous twelve (12) months as, or is currently;
 - a. a Director of Football West;
 - b. an Employee of Football West;
 - c. a member of any Football West Standing Committee;
 - d. a Zone Representative;
 - e. a member of the Referees Technical Committee; or
 - f. an official of a Club.
7. The General Purposes Tribunal will ordinarily consist of three (3) Tribunal Panel Members but may consist of one or two Tribunal Panel Members.

Term

8. A Tribunal Member will be appointed for a term of twelve (12) months.
9. A Tribunal Member may resign by providing written notice to Football West.
10. Football West may remove a Tribunal Member at any time in its absolute discretion.

Tribunal Members to be Independent

11. Tribunal Members may not represent a Club in any proceedings before the General Purposes Tribunal whilst they are an appointed Tribunal Member.
12. A Tribunal Member must disqualify himself or herself from any hearing of the General Purposes Tribunal if he or she may, whether directly or indirectly, have a material interest in the matter or otherwise have any relationship with a party to the matter such that the Tribunal Member may not be seen to be independent whether actual or perceived.

Notice of Hearing

13. Football West must issue both parties with a Notice of Tribunal Hearing using prescribed form 13, as soon as possible setting out the details of the date, time and location of the General Purposes Tribunal.
14. The Notice of Tribunal Hearing may be sent by email and is deemed to have been received by the Club at the time the email is sent.

Attendance at General Purposes Tribunal

15. All parties issued with a Notice of Tribunal Hearing for the General Purposes Tribunal must attend the tribunal hearing.

Non-attendance

16. If a party who is required to attend, and has been properly notified of a General Purposes Tribunal Hearing, fails to attend the hearing the General Purposes Tribunal may at its absolute discretion:
 - j. proceed to hear and determine the matter in the absence of the party;
 - k. impose sanctions or make any findings against the party as it sees fit as a result of any determination; or
 - l. direct that the matter be adjourned.

Representation

17. A party may be represented by a legal practitioner at a General Purposes Tribunal Hearing.
18. The details of the legal representative must be provided to Football West prior to the General Tribunal Hearing.

Article 21 – General Purposes Tribunal Process

Overview of General Purposes Tribunal Proceedings

1. The General Purposes Tribunal may conduct the hearing in any manner it sees fit provided that:
 - a. all parties are given the opportunity to be heard; and
 - b. the hearing is conducted with as little formality and with as much expedition as proper consideration of the matters permit.
2. The General Purposes Tribunal is not bound by the rules of evidence or by practice and procedure applicable to courts of law but may inform itself as to any matter and in such manner, it deems

appropriate provided that the General Purposes Tribunal adheres to the principles of natural justice.

3. Notwithstanding the above, the General Purposes Tribunal will generally apply the following procedure:
 - a. at the commencement of a hearing the Tribunal Chair will summarise the details of the grievance and the response;
 - b. the Tribunal Chair may confirm the information and documentation that will be considered in relation to the matter before the General Purposes Tribunal.
 - c. The party who lodged the grievance may be invited to provide the General Purposes Tribunal a summary of the matters on which they rely.
 - d. The party responding to the grievance may be invited to provide the General Purposes Tribunal a summary of their position with respect to the grievance.
 - e. the Tribunal Chair may require any witnesses to wait outside the hearing room until they are called upon to give evidence.
 - f. the Tribunal Chair may call evidence from witnesses. All witnesses may be subject to questioning in a manner deemed appropriate by the Tribunal Chair.
 - g. where the author of a document relied upon by a party is not present to be questioned, the General Purposes Tribunal may attach such weight to the document as it deems appropriate.
 - h. at the completion of the evidence, the parties must leave the room if directed by the Tribunal Chair.

General Purposes Tribunal Decisions

4. The General Purposes Tribunal may consider all the evidence and the submissions made during the hearing and may make a determination, on the balance of probabilities, as to the outcome of the matter;
5. The General Purposes Tribunal is not required to provide written reasons for the decision it makes but may do in its absolute discretion.
6. The General Purposes Tribunal will issue a written notice of the result of the hearing, with a short written summary of its determination using prescribed form 14, as soon as practicable following the hearing.
7. Football West will publish the results of the Tribunal hearing on the Football West website unless otherwise directed by the General Purposes Tribunal.

Article 22 – Appeal Tribunal

Jurisdiction of Appeal Tribunal

1. The Appeals Tribunal will be responsible for hearing and determining appeals from:
 - a. the Disciplinary Tribunal; and
 - b. the General Purposes Tribunal.

Appointment and Composition of Appeal Tribunal

2. Football West must appoint Tribunal Members to the Appeal Tribunal.

3. Appeal Tribunal Members may be appointed to the Disciplinary Tribunal and the General Purposes Tribunal but may not sit on any Appeal Tribunal if the Tribunal Member presided on the matter in first instance.
4. Football West must appoint one of the Tribunal Members to be the Chair of each Appeal Tribunal hearing.
5. The Tribunal Chair must be an Australian legal practitioner as defined in clause 5 of the *Legal Profession Act 2008 (WA)*.
6. A person must not be appointed as a Tribunal Member if the person has served in the previous twelve (12) months as, or is currently;
 - g. a Director of Football West;
 - h. an Employee of Football West;
 - i. a member of any Football West Standing Committee;
 - j. a Zone Representative;
 - k. a member of the Referees Technical Committee; or
 - l. an official of a Club.
7. The Appeal Tribunal will ordinarily consist of three (3) Tribunal Panel Members but may consist of one or two Tribunal Panel Members.

Term

8. A Tribunal Member will be appointed for a term of twelve (12) months.
9. A Tribunal Member may resign by providing written notice to Football West.
10. Football West may remove a Tribunal Member at any time in its absolute discretion.

Tribunal Members to be Independent

11. Tribunal Members may not represent a Club in any proceedings before the Appeal Tribunal whilst they are an appointed Tribunal Member.
12. A Tribunal Member must disqualify himself or herself from any hearing of the Appeal Tribunal if he or she may, whether directly or indirectly, have a material interest in the matter or otherwise have any relationship with a party to the matter such that the Tribunal Member may not be seen to be independent whether actual or perceived.

Grounds of Appeal

13. The sole grounds of appeal to the Appeal Tribunal are:
 - a. A party was not afforded a reasonable opportunity to be heard;
 - b. The determination was affected by bias; or
 - c. The decision was one that was not reasonably open to the Tribunal having regard to the evidence before the Tribunal.

Lodging an Appeal

14. A Club or Club Associate electing to lodge an appeal must do so in writing using prescribed form 15.
15. A Request for Appeal Tribunal Hearing must include a written statement outlining the grounds of appeal.
16. A Request for Appeal Tribunal Hearing must be lodged within 3 Business Days of Football West issuing the Club the decision of the Disciplinary or General Purposes Tribunal.
17. A request for Appeal Tribunal Hearing must be lodged by the President or Secretary of the Club.

18. No Request for an Appeal Tribunal Hearing will be accepted if the Club making the request has a debt with Football West which is more than 30 days old. In such circumstances, the Appeal Tribunal must not hear the matter.

Football West Appeal

19. Football West may appeal the decision of the Disciplinary or General Purposes Tribunal.
20. Football West may lodge an appeal in writing using prescribed form 15.
21. Football West is not required to pay any Appeal Tribunal hearing fees.

Appeal Tribunal Hearing Fees

22. A Tribunal Hearing Fee is payable after the hearing if the Appellant's claim is dismissed or payment is otherwise ordered by the Appeal Tribunal. The Appeal Tribunal Fees are as follows:
 - a. NPL Seniors and State League \$880
 - b. Amateur, Metropolitan, Masters and Women's Leagues \$660
 - c. NPL Juniors, Junior Boys, Junior Girls and Miniroos Leagues \$330
 - d. Match Official \$220

Notice of Appeal Tribunal hearing

23. Football West must issue the Club, Club Associate and any party affected by the decision with a Notice of Tribunal Hearing using prescribed form 16, as soon as possible setting out the details of the date, time and location of the Appeal Tribunal.
24. The Notice of Tribunal Hearing may be sent by email and is deemed to have been received by the Club at the time the email is sent.

Attendance at Appeals Tribunal

25. All parties issued with a Notice of Tribunal Hearing for an Appeal Tribunal hearing must attend the tribunal hearing.

Non-attendance

26. If a party who is required to attend, and has been properly notified of an Appeal Tribunal Hearing, fails to attend the hearing the General Purposes Tribunal may at its absolute discretion:
 - a. proceed to hear and determine the matter in the absence of the party;
 - b. impose sanctions or make any findings against the party as it sees fit as a result of any determination; or
 - c. direct that the matter be adjourned.

Representation

27. A party may be represented by a legal practitioner at an Appeal Tribunal Hearing.
28. The details of the legal representative must be provided to Football West prior to the Appeal Tribunal Hearing.

Article 23 – Appeal Tribunal Process

Overview of Appeal Tribunal Proceedings

1. The Appeal Tribunal may conduct the hearing in any manner it sees fit provided that:
 - a. all parties are given the opportunity to be heard; and
 - b. the hearing is conducted with as little formality and with as much expedition as proper consideration of the matters permit.
2. The Appeal Tribunal is not bound by the rules of evidence or by practice and procedure applicable to courts of law but may inform itself as to any matter and in such manner, it deems appropriate provided that the Appeal Tribunal adheres to the principles of natural justice.
3. Notwithstanding the above, the General Purposes Tribunal will generally apply the following procedure:
 - a. at the commencement of a hearing the Tribunal Chair will summarise the details of the grounds of appeal;
 - b. the Tribunal Chair may confirm the information and documentation that will be considered in relation to the matter before the Appeal Tribunal.
 - c. The party who lodged the appeal may be invited to provide the Appeal Tribunal a summary of the grounds of appeal on which they rely.
 - d. The party responding to the appeal may be invited to provide the Appeal Tribunal a summary of their position with respect to the grievance.
 - e. the Tribunal Chair may require any witnesses to wait outside the hearing room until they are called upon to give evidence.
 - f. the Tribunal Chair may call evidence from witnesses. All witnesses may be subject to questioning in a manner deemed appropriate by the Tribunal Chair.
 - g. where the author of a document relied upon by a party is not present to be questioned, the Appeal Tribunal may attach such weight to the document as it deems appropriate.
 - h. at the completion of the evidence, the parties must leave the room if directed by the Tribunal Chair.

Appeal Tribunal Decisions

4. The Appeal Tribunal may consider all the evidence and the submissions made during the hearing and may make a determination, on the balance of probabilities, as to the outcome of the matter;
5. The Appeal Tribunal is not required to provide written reasons for the decision it makes but may do in its absolute discretion.
6. The Appeal Tribunal will issue a written notice of the result of the hearing, with a short written summary of its determination using prescribed form 17, as soon as practicable following the hearing.
7. Football West will publish the results of the Tribunal hearing on the Football West website unless otherwise directed by the Appeal Tribunal.
8. The decision of the Appeal Tribunal is final and binding on the parties and no party may take any action in any court or tribunal or other forum.

Article 24 – Penalties and Sanctions

1. Any sanction issued by Football West, the Disciplinary Tribunal, General Purposes Tribunal or Appeals Tribunal must be consistent with clause 41.4 of the FFA Constitution as follows:
 - a. a reprimand;
 - b. warning;
 - c. a fine;
 - d. the return of awards;
 - e. a forfeit of match or matches;
 - f. replaying of a match;
 - g. place the Club on a bond;
 - h. a deduction or loss of competition points;
 - i. ban on the registration or transfer of any Players for a specified period of time;
 - j. annulment of registration of a Player;
 - k. suspension from participation in a Match or Matches;
 - l. exclusion, suspension or expulsion from a Competition;
 - m. suspension or cancellation of licence or accreditation, including Licensed Player Agent's licence or coaching accreditation;
 - n. termination of registration or playing contract;
 - o. playing a match without spectators or on a neutral territory;
 - p. a ban on playing in a particular stadium;
 - q. a ban from the dressing rooms and/or substitutes' bench;
 - r. a ban from entering a stadium;
 - s. ban on taking part in any football related activity;
 - t. annulment of the result of the match;
 - u. relegation to a lower division;
 - v. community or social work; or
 - w. such other disciplinary sanctions or measures appropriate in all the circumstances, including as prescribed in the FIFA Statutes.

Article 25 – Suspensions

Suspensions

1. A Suspension is a ban or prohibition imposed on a Club or Club Associate from participating in a Match in any capacity.
2. Football West or any Tribunal may impose a Suspension in terms of either:
 - a. the number of Matches a Club Associate will be suspended (**Match Suspension**); or
 - b. the period of time for which a Club Associate will be suspended (**Time Suspension**).
3. A person who may otherwise be bound by the Football West Code of Conduct and the Regulations does not need to be a registered member to serve a Time Suspension (for example a Spectator).
4. A Club Associate must be registered to serve a Match Suspension.
5. Where a Club or Club Associate is charged or found guilty of multiple Offences, Football West, the Disciplinary Tribunal, General Purposes Tribunal or Appeals Tribunal may impose entirely cumulative or partly or wholly concurrent Suspensions. However, the overall Suspension must not be less than the minimum suspension applicable to the most serious offence but may be greater than the maximum suspension applicable to that offence.

6. Where Football West imposes a sanction on a Club Associate charged with multiple offences and more than one of the offences carries a penalty which includes an Automatic Match Suspension, each Automatic Match Suspension is converted into one Automatic Match Suspension.
7. Where a sanction imposes a Suspension on a Club Associate, the Suspension must not be structured in any way that would allow the Club Associate to serve the Suspension in a fragmented way which would allow the Club Associate to participate in a Match or Matches before resuming the Suspension.

Suspended Sanctions

8. Where a sanction is less than 6 Matches or 6 months, Football West, the Disciplinary Tribunal, General Purposes Tribunal or Appeals Tribunal may order that part of the Suspension:
 - a. comes into immediate effect; and
 - b. the remainder of the Suspension does not come into effect unless and until an additional offence (excluding a Yellow Card, Indirect Red Card or Offences 1a, 7, 8 or 10) is committed during a 6-month probation period (**Suspended Sanction**).
9. If Football West, the Disciplinary Tribunal, General Purposes Tribunal or Appeals Tribunal imposes a Suspended Sanction:
 - a. no less than half of the Suspension must be served immediately;
 - b. if committed, all offences listed in the Table of Offences (excluding a Indirect Red Card or Offences 1a, 7, 8 or 10) will activate the suspended part of the Suspension.
 - c. no part of the Suspension may be suspended in a way that would result in the Club Associate serving less than the minimum sanction prescribed under the Table of Offences.
10. If a Participant commits an Offence (excluding a Yellow Card, Indirect Red Card or Offences 1a, 7, 8 or 10) during a probation period that triggers the Suspended Suspension (**Further Offence**) the Suspended Sanction must be served in addition to any sanction that is imposed for the Further Offence.

Calculating a Suspension

11. A Match Suspension is a fixed number of matches in which a Club Associate may not participate.
12. Only those fixtured matches in the same age-grade and Competition in which he or she received the Suspension will count towards the Match Suspension.
13. A Time Suspension is a fixed period of time in which a Club Associate may not participate in any form of football competitions.
14. Upon issuing a Time Suspension, Football West or any Tribunal must provide a start and end date for the Time Suspension.
15. Where a Time Suspension is imposed and some or all of the suspension coincides with any non-playing period(s), then such non-playing period(s) will not be counted towards the satisfaction of that suspension, unless the Time Suspension is for a period of 24 months or more.

Club Responsibility on Suspensions and Team Sheets

16. Clubs and Club Officials are responsible for ensuring their Club Associates correctly and fully serve any Suspension.

Serving a Suspension

17. A Club Associate issued with a Match Suspension must serve the Match Suspension in the same age-grade and Competition for which he or she received that Suspension and will not be eligible to participate in any Match of any other Competition until the Match Suspension is served in full.
18. If a Match Suspension extends over 1 or more Seasons, that Suspension must be served in the age-grade in which the Club Associate would normally participate in the following Season(s).
19. If a Match Suspension extends over 1 or more Seasons and the Club Associate does not return to participate in a Competition in the following Season(s), the Club Associate must serve the Suspension in whichever Competition he or she subsequently participates in, if any. If Football West determines, in its absolute discretion, that a Club Associate joined a competition for the purpose (in whole or in part) of enabling the Club Associate to serve the Suspension in the other competition, any suspension served in that other competition will not count towards the serving of the Suspension.
20. Any sanction imposed on a Club Associate by FFA, AFC, FIFA or any other Member Federation will be endorsed and applied by Football West.

Restricted Areas

21. A Suspended Club Associate may not enter:
 - a. The field of play;
 - b. The surrounds of the field of play;
 - c. The technical area;
 - d. The player's race; or
 - e. Any other area within a venue where Club Associates are likely to assemble to prepare for a Match.

Suspensions to be Served Immediately

22. Any suspension must be served immediately. In serving a Suspension a Club Associate and Football West must take into consideration any Matches or time already served while awaiting the issuance of a Disciplinary Infringement Notice or determination from any Tribunal.
23. An Automatic Match Suspension imposed as a result of Club Associate receiving a Red Card and being sent from the field of play or technical area must be served immediately regardless of whether a Disciplinary Infringement Notice is issued before the next fixtured match.

Friendly Matches

24. A Club Associate who receives an Automatic Match Suspension in a Friendly Match must serve that suspension in his or her team's next Friendly Match.
25. A Club Associate who receives an Automatic Match Suspension in the final match Friendly Match before the commencement of the regular season competition must serve the Automatic Match Suspension in the team's next Friendly Match whether in the same or subsequent competition season.
26. A Club Associate who receives a match suspension in addition to the Automatic Match Suspension for a Direct Red Card or Expulsion Offence that occurs in a Friendly may be required to serve the Suspension in the next Matches that form part of the regular season competition in which his or her team participates.
27. Where a Club Associate cannot complete his or her Suspension during the regular competition season and will continue into the following competition season, the Club Associate may

participate in Friendly Matches only in circumstances where the Friendly Matches occur prior to the commencement of the following regular season competition.

Effect of Postponed or Abandoned Matches

28. If a Match is postponed prior to its commencement, the Match will not be counted as a Match served under Suspension for the purpose of calculating the number of Matches remaining on the Suspension.
29. A Match that is abandoned after commencement or forfeited prior to commencement will count as a Match served under Suspension for the purpose of calculating the number of Matches remaining on the Suspension, except in circumstances where the Club or Team to which the Club Associate belongs was responsible for the abandonment or forfeit of the Match.

Article 26 – Fines

Fines

1. Any fine imposed under these regulations must be paid within 30 days after the date on which the fine is imposed unless otherwise agreed in writing by Football West.
2. A fine must not be issued against an Amateur and in the case of a Professional, must not exceed one half of the Total Payments they would have received over the duration of the Suspension.
3. 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.

Article 27 – Spectators

1. These regulations, the Football West Code of Conduct and the Spectators Code of Behaviour apply to all Spectators attending any Match.
2. Football West and the Tribunals have jurisdiction to determine matters involving Spectators and to issue sanctions against Clubs, in respect of the behaviour of any Spectator.
3. In the event of an alleged breach of these Regulations, the Football West Code of Conduct or Spectator Code of Behaviour, Football West may refer the matter to the General Purposes Tribunal and seek the appropriate sanction including, but not limited to, banning a Spectator from attending Matches or suspending a Player (who is the child of a Spectator) from participating in Matches.
4. A Club is responsible, and liable for the conduct and behaviour of its supporters, whether at home or away Matches.
5. A Club is responsible for ensuring the sanctions imposed on its Spectators are enforced and adhered to.

Article 28 – Other Matters

Notification

1. Where Football West is required under these Regulations to notify a Club or Club Associate of any matter, such notification requirement will be deemed to have been satisfied by Football West disclosing the notification by any one of or a combination of the following:
 - a. publication on the Football West website;
 - b. sending the notification by email directly to the relevant Club Associate's nominated contact email address as listed in the Football West Club Directory (MyFootballClub register);
 - c. sending the notification by email to the Club or Club Associate's President or Secretary;
 - d. sending the notification to the Club or Club Associate's postal address as listed in the Football West Club Directory.
2. For the purposes of calculating any relevant time periods, such notification will be deemed to have taken place:
 - a. in the case of notification by publication on the Football West website or via email, the day on which it was published or emailed online; and
 - b. in the case of notification by post, at the expiration of 3 business days from the date on which such notification was posted.

Clubs are Responsible for Maintaining Contact Details

3. Club and Club Associates are responsible for ensuring that Club Contact details, Club Administrator details, Player and Coach details, are correctly maintained via the MyFootballClub online registration system.
4. Where a Club fails to notify Football West or update MyFootballClub of a change of details and subsequently fails to receive any notification, this will not be considered an exceptional circumstance for seeking an extension of time for any requirements under these Regulations.

Adjournment of Tribunal Hearings

5. In the event that a Club or Club Associate requires an adjournment of a Tribunal hearing, the Club or Club Associate must apply in writing to Football West no later than 2 business days before the scheduled date of the Tribunal hearing.
6. Any application for an adjournment must outline the reasons for seeking the adjournment.
7. Football West will assess the application having regard to whether the Club or Club Associate has established exceptional circumstance warranting the adjournment, including avoiding significant costs, hardship or inconvenience to the Club or Club Associate. Football West will also take into consideration the effect of the adjournment on the ability for a Club or Club Associate to participate in a Match.
8. Football West may grant an adjournment of not more than 7 days from the original hearing date.
9. If an adjournment is granted, the matter must be listed at the next available hearing date. If a Club or Club Associate seeks an adjournment beyond this date, any decision to adjourn the hearing further will be at the absolute discretion of the Tribunal.

Concurrent Criminal Proceedings

10. Where a Player or Club Associate has been issued with a Disciplinary infringement Notice or the matter is otherwise subject to proceedings before the Disciplinary, General Purposes or Appeals Tribunal, the Tribunal may at its discretion proceed to determine the matter irrespective of any concurrent criminal investigations or proceedings.
11. The Disciplinary, General Purposes or Appeals Tribunal may at its discretion adjourn any proceedings on the basis that the matter is subject to a criminal investigation or proceedings.
12. Football West and/or the Disciplinary Tribunal may at its absolute discretion impose a Suspension on a Player or Club Associate from all or any specific football related activity and on such terms and conditions as it deems fit where the Player or Club Associate has been charged with a criminal offence or had a criminal offence proven against him or her and it is determined by Football West or the Disciplinary Tribunal that there is a risk of harm to another Player or Club Associate.

Schedule 1 – Table of Offences

Offence No	Offence Description	Reduced Penalty	Fixed Penalty
1a	Serious foul play	N/A	AMS
1b	Serious foul play with high risk of injury	AMS plus 2 Matches	AMS plus 3 Matches
2a	Violent conduct	AMS plus 1 Matches	AMS plus 2 Matches
2b	Serious violent conduct	AMS plus 4 Matches	AMS plus 6 Matches
3a	Spits at a Player or other person (excluding a Match Official)	AMS plus 5 Matches	AMS plus 7 Matches
3b	Spits on a Player or other person (excluding a Match Official)	AMS plus 8 Matches	AMS plus 10 Matches
3c	Spits on the face of a Player or other person (excluding a Match Official)	AMS plus 11 Matches	AMS plus 14 Matches
4	Uses discriminatory language or gestures including racist, religious, ethnic or sexist language or gestures	AMS plus 4 Matches	AMS plus 6 Matches
5	Incites a brawl or melee	AMS plus 5 Matches	AMS plus 7 Matches
6a	Causes the abandonment of a Match (Player)	AMS plus 7 Matches	AMS plus 10 Matches
6b	Causes the abandonment of a Match (Club, Team or non-playing Club Associate – NPL, State League, Women’s State League or Amateur League)	Forfeit plus: \$800 for the first offence An additional \$800 for each subsequent offence	Forfeit plus: \$1,000 for the first offence An additional \$1,000 for each subsequent offence
6c	Causes the abandonment of a Match (Club, Team or non-playing Club Associate - Metropolitan, Masters, Women’s Metropolitan Leagues)	Forfeit plus: \$600 for the first offence An additional \$600 for each subsequent offence	Forfeit plus: \$800 for the first offence An additional \$800 for each subsequent offence

6d	Causes the abandonment of a Match (Club, Team or non-playing Club Associate – Junior Leagues)	Forfeit plus: \$500 for the first offence An additional \$500 for each subsequent offence	Forfeit plus: \$600 for the first offence An additional \$600 for each subsequent offence
7	Denies the opposing Team an obvious goal scoring opportunity	N/A	AMS
Offence No	Offence Description	Reduced Penalty	Fixed Penalty
8	Uses offensive, insulting or abusive language and/or gestures	N/A	AMS
9	Receives 2 Yellow Cards in the same Match	N/A	AMS
Offences against a Match Official			
10	Uses offensive, insulting or abusive language and/or gestures against a Match Official	N/A	AMS
11	Unsporting behaviour towards a Match Official	AMS plus 3 Matches	AMS plus 4 Matches
12	Uses threatening or intimidating language and/or gestures towards a Match Official	AMS plus 4 Matches	AMS plus 6 Matches
13	Recklessly makes contact with a Match Official	AMS plus 11 Matches	AMS plus 14 Matches
14a	Spits at a Match Official	12 months suspension including the AMS	18 months suspension including the AMS
14b	Spits on a Match Official	18 months suspension including the AMS	24 months suspension including the AMS
14c	Spits on the face of a Match Official	24 months suspension including the AMS	36 months suspension including the AMS
15	Assault of a Match Official	Minimum: 6 months suspension including the AMS Maximum: 10 years suspension	Minimum: 12 months suspension including the AMS Maximum: Life suspension

Team Misconduct			
16a	Club Associate sent from the technical area (NPL, State, Women's State or Amateur teams)	AMS plus \$100 Fine	AMS plus 1 Match plus \$200 Fine
16b	Club Associate sent from the technical area or away from the Field of Play (Metropolitan, Masters, Women's Metropolitan teams)	AMS plus \$50 Fine	AMS plus 1 Match plus \$100 Fine
16c	Club Associate sent from the technical area or away from the Field of Play (Junior teams excluding NPL)	AMS plus \$20 Fine	AMS plus 1 Match plus \$40 Fine

Offence No	Offence Description	Reduced Penalty	Fixed Penalty
17a	Five or more Players cautioned or sent off in a single Match (NPL, State, Women's State or Amateur teams)	N/A	First offence - \$200 An additional \$100 for each subsequent offence
17b	Five or more Players cautioned or sent off in a single Match (Other Senior teams)	N/A	First offence - \$100 An additional \$100 for each subsequent offence
17c	Five or more Players cautioned or sent off in a single Match (Junior teams excluding NPL)	N/A	First offence - \$50 An additional \$50 for each subsequent offence
18a	Three or more Players sent off in a single Match (NPL, State, Women's State or Amateur teams)	N/A	First offence - \$200 An additional \$100 for each subsequent offence
18b	Three or more Players sent off in a single Match (Metropolitan, Masters and Women's Metropolitan teams)	N/A	First offence - \$100 An additional \$100 for each subsequent offence
18c	Three or more Players sent off in a single Match (Junior teams excluding NPL)	N/A	First offence - \$50 An additional \$50 for each subsequent offence

19a	Collective show of dissent towards a Match Official or collective intimidation, threats or exertion of pressure on a Match Official (NPL, State, Women's State or Amateur teams)	\$100 for the first offence An additional \$100 for each subsequent offence	First offence - \$200 An additional \$100 for each subsequent offence
19b	Collective show of dissent towards a Match Official or collective intimidation, threats or exertion of pressure on a Match Official (Metropolitan, Masters and Women's Metropolitan teams)	\$100 for the first offence An additional \$100 for each subsequent offence	First offence - \$200 An additional \$100 for each subsequent offence
19c	Collective show of dissent towards a Match Official or collective intimidation, threats or exertion of pressure on a Match Official (Junior teams excluding NPL)	\$20 for the first offence An additional \$20 for each subsequent offence	First offence - \$40 An additional \$40 for each subsequent offence

Offence No	Offence Description	Reduced Penalty	Fixed Penalty
Other Misconduct			
20	Refuses to leave or unreasonably delays leaving the field of play after being shown a red card or sent from the technical area or surrounds of the field of play	2 Matches	3 Matches
21a	Entry on to the field of play by a non-playing Club Associate or spectator during a Match (NPL, State, Women's State or Amateur teams)	\$300 (Club)	\$500 (Club)
21b	Entry on to the field of play by a non-playing Club Associate or spectator during a Match (Metropolitan, Masters and Women's Metropolitan teams)	\$200 (Club)	\$300 (Club)
21c	Entry on to the field of play by a non-playing Club Associate or spectator during a Match (Junior teams excluding NPL)	\$100 (Club)	\$200 (Club)

22	Discriminatory, harassing or abusive language, gestures or conduct	\$200 (Club)	\$300 (Club)
23	Failure to comply with the terms of entry of a venue	\$200 (Club)	\$300 (Club)
24	Display of national emblems other than those of Australia	\$200 (Club)	\$300 (Club)
25a	Projection of missiles onto the field of play or at other people ((NPL, State, Women's State or Amateur teams)	\$300 (Club)	\$500 (Club)
25b	Projection of missiles onto the field of play or at other spectators or officials Metropolitan, Masters and Women's Metropolitan teams)	\$200 (Club)	\$300 (Club)
25c	Projection of missiles onto the field of play or at other spectators or officials (Junior teams excluding NPL)	\$100 (Club)	\$200 (Club)
26	Lighting a flare before, during or after a Football West Match	\$3,000 (Club)	\$5,000 (Club)

Offence No	Offence Description	Reduced Penalty	Fixed Penalty
27	Fielding a player in a match using a name that is not his own	Forfeit and: \$2,000 fine and deduction of 9 points for the first offence \$4,000 fine and disqualification from the competition for the second offence Disaffiliation of the club from Football West for the third offence	Forfeit and: \$3,000 fine and deduction of 12 points for the first offence \$5,000 fine and disqualification from the competition for the second offence Disaffiliation of the club from Football West for the third offence

28	Acting in a manner prejudicial to the interests of the game or Football West	At the discretion of Football West and in accordance with Article 21.4 of the FFA Constitution	At the discretion of the Tribunal.
29	Breach of the Code of Conduct	At the discretion of Football West and in accordance with Article 21.4 of the FFA Constitution	At the discretion of the Tribunal.

Schedule 2 – Prescribed Forms

Form No	Document
1.	Claim of Mistaken Identity
2.	Determination of Claim of Mistaken Identity
3.	Player Eligibility Protest
4.	Determination of Player Eligibility Protest
5.	Request for Disciplinary Tribunal Hearing
6.	Notice of Disciplinary Tribunal Hearing
7.	Determination of Disciplinary Tribunal
8.	Grievance Form
9.	Response to Grievance
10.	Notice of Mediation
11.	Record of Agreement
12.	Request for General Purposes Tribunal Hearing
13.	Notice of General Purposes Tribunal Hearing
14.	Determination of General Purposes Tribunal
15.	Request for Appeal Tribunal Hearing
16.	Notice of Appeal Tribunal Hearing
17.	Determination of Appeal Tribunal