



**FOOTBALL**  
**WEST**

# **Competition Management**

**Football West By-Law 12**

This By-Law 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 Statutes
- National Registration Regulations
- National Disciplinary Regulations
- National Grievance Resolution Regulations
- 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
- Football West Disciplinary & Grievance By-Law

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## Article 1 - Introduction

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1. This By-Law is made by Football West Limited (Football West) pursuant to the Football West Constitution.
2. Football West, Clubs, Club Associates and Match Officials are bound by this By-Law.

## Article 2 - Objectives

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1. To ensure that all Clubs and Club Associates compete within the same environment.
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 constantly improve the game of Football and promote, regulate and control it throughout Western Australia.
4. To respect and prevent any infringement of the Statutes and Regulations, directives and decisions of FFA as well as the Laws of the Game, and to ensure that these are also respected by its members.
5. 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.

## Article 3 - Definitions & Interpretation

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### Definitions

In this By-Law, unless the context otherwise requires, the following definitions must be used:

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

**By-Law** means any By-Law made by the directors of Football West in accordance with the Football West Constitution.

**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);
- Player;
- Member of a Club;
- Supporter of a Club;
- Club.

**Competition Rules** means the Competition Rules including the accompanying annexes currently in force as ratified by the Football West board of directors.

**Competition Season** means any series of competitive Matches.

**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 football, soccer football, indoor or 5 a side (futsal) football and beach football.

**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.

**Laws** means the Laws of the Game, Football West Constitution, Football West Regulations, 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 Official** includes the following:

- Football West appointed referee
- Football West appointed assistant referee
- Football West appointed referee inspector
- 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

**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.

**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.

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

**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.

**Tribunal** means the Tribunal established pursuant to the Disciplinary & Grievance By-Law which is empowered to hear charges of Misconduct and Grievances.

Any term defined in the Football West Constitution has the same meaning as set out in that document unless otherwise expressed in this By-Law.

### *Interpretations*

In this By-Law, 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;
- an agreement, representation or warranty on the part of two or more persons binds them jointly and severally;
- an agreement, representation or warranty on the part of two or more persons is for the benefit of them jointly and severally;
- reference to an item is a reference to an item in the schedule to this document (if any);
- reference to an exhibit, annexure, attachment or schedule is a reference to the corresponding exhibit, annexure, attachment or schedule in this document;
- 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.

## **Article 4 - Affiliation**

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1. A Club must affiliate with FFA if it wishes to enter Teams in Football West competitions.

## Article 5 - Laws

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1. All Clubs and Club Associates are bound by the Laws as determined by the associated regulatory body.
2. Football West has authority to make and to vary those Laws over which it has direct control provided that any such variation is communicated via the Football West website giving ten Business Days notice of any such variation.
3. Any variation under paragraph 2 will have the same force as though forming part of this By-Law.

## Article 6 - Competition Structure

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1. Football West manages metropolitan competitions and has the authority to implement, maintain and enforce Competition Rules for those competitions.
2. Promotion and relegation relationships exist between divisions of certain leagues and are defined in the Competition Rules. Promotion and relegation is also subject to paragraphs 3, 4, 5, 6 and 7 of this By-Law.
3. A Club which occupies a promotion position may only be promoted if:
  - a) the Club has paid all outstanding debt to Football West within 30 days of completion of the final fixture of the Competition Season;
  - b) the Club provides evidence of sound administrative and financial resources, if requested to do so by Football West within 30 days of any such request;
  - c) the Club has complied with the requirements of the Laws; and
  - d) the Club meets any published criteria of the division to which it is to be promoted (unless variations are permitted by Football West).
4. The placement of a Team in a competition is governed by this By-Law and the Competition Rules. However, Football West retains the right to move a Team or not to move a Team to a different competition or division at its discretion.
5. Football West reserves the right to extend, amend, decrease or increase the size of the divisions and leagues at its discretion.
6. Football West reserves the right to alter or adjust the position of any Team which has been placed in a particular division at any time, prior to the start of the Competition Season.
7. A new Club or Team is normally entered into a competition at the lowest level. Under application, Football West may consider exceptional circumstances and place a Team in a division which is not the lowest. Any such decision by Football West is final.
8. Football West reserves the right to admit a Team into a competition after the commencement of the Competition Season should a vacancy exist.

## Article 7 - Hosting Status

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1. Only Clubs affiliated with FFA may enter Teams in Football West competitions.
2. Currently affiliated Clubs will be automatically permitted to enter Teams in the same leagues in which they entered Teams in the previous Competition Season unless determined otherwise by Football West or a Disciplinary & Grievance Tribunal decision.
3. Currently affiliated Clubs will be automatically permitted to enter Teams into the following competitions in which they have not previously entered Teams:
  - a) Amateur League
  - b) Metropolitan League
  - c) Masters League
  - d) Golden Oldies League
  - e) Women's League (except Premier Division)
4. An affiliated Club which wishes to enter a Team in the following leagues, and which did not enter a Team in that league in the previous Competition Season, must apply to Football West in writing if it wishes to enter a Team in that league in the following Competition Season:
  - a) State League
  - b) Youth League
  - c) Junior League
  - d) Girls League
  - e) Optus Small Sided Football League
5. Entry into Football West competitions is entirely dependent on vacancies and at the discretion of Football West. Football West may consider factors including, but not limited to, the following when considering admitting Clubs into leagues in each Competition Season:
  - a) whether or not a Club has met payment obligations to Football West within the prescribed timeframes in the previous Competition Season;
  - b) whether or not the Club has a debt with Football West;
  - c) whether or not the Club has met any probationary requirements in the previous Competition Season;
  - d) the level to which the Club has met its fixture obligations; and
  - e) the Club's disciplinary record.
6. A Club with junior hosting status must register all of its Players in accordance with the National Registration Regulations.
7. Football West reserves the right to limit the number of Teams that may be entered by a Club if there is evidence to suggest that the number of fields of play to which the Club has access may not support that number of Teams.

8. Football West encourages ground sharing arrangements but reserves the right to limit the number of Clubs which may share any single ground.
9. A venue nominated by a Club as its home ground must be available for the entire Competition Season.

## **Article 8 - Amalgamations of Clubs**

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1. When two or more Clubs amalgamate, they are required to provide evidence to Football West of such an amalgamation.
2. When two or more Clubs amalgamate, the Teams within each of the Clubs subject to the amalgamation will retain the rights they possessed before the amalgamation in terms of their positions within Football West competitions.
3. If the retention of rights stipulated in paragraph 2 causes Football West rules or regulations to be breached, then Football West reserves the right to make any rulings it sees fit in order that such breaches do not occur.
4. Football West will not recognise any amalgamation until the Clubs subject to the amalgamation have settled all debts with Football West.
5. Football West reserves the right not to allow the affiliation of a Club formed as a result of an amalgamation unless it is satisfied that such an affiliation would be in the best interests of the game and Football West.
6. Players of amalgamating Clubs are deemed to be Players of the newly formed Club once the amalgamation has been recognised by Football West and the new Club has affiliated to Football West.

## **Article 9 - Venues**

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1. A venue used by an affiliated Club as its home ground must meet the classification standards of Appendix 1.
2. Clubs must meet the venue classification as listed below:
  - a) State League Premier Division Clubs must meet Class A requirements.
  - b) State League Division One Clubs must meet Class B requirements.
  - c) Amateur League Clubs must meet Class C requirements.
  - d) All other Clubs must meet Class D requirements.
3. Portable goalposts may be used in Football West matches but must comply with the applicable Australian standard and legislation.

## **Article 10 - Competition Fees, Charges and Fines**

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1. Football West will determine each calendar year, a schedule competition fees, charges and fines which will apply to the season in that calendar year.

2. Fees, charges and fines include, but are not limited to:
  - a) Competition fees
    - (i) Team entry fee
    - (ii) Player registration fee
    - (iii) Tribunal request fee
    - (iv) Appeal request fee
  - b) Charges
    - (i) Late entry and team withdrawal charges
    - (ii) General and ad-hoc administrative charges
  - c) Fines
    - (i) Disciplinary & Grievance Tribunal and appeal decision fines
    - (ii) Rule breach fine
    - (iii) Misconduct fine

## **Article 11 - Change of Club Name**

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1. A Club which wishes to change its name, must notify Football West after the close of the Competition Season and must provide:
  - a) A written request to Football West to change the Club name on existing Club letterhead which outlines the reasons for the request and the proposed new name.
  - b) An alternative name should the preferred name not be permitted.
2. Football West reserves the right to reject the proposed new name of the Club if it deems the name unsuitable.

## **Article 12 - Awards**

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1. Trophies, cups and shields which are deemed perpetual trophies must be returned by 30th June each year. A Club which does not return a perpetual trophy by this date will be subject to an administration charge of \$55 per trophy for each week the trophy remains overdue up to and including the amount of the cost of a replacement trophy. Once this amount has been accrued, a replacement trophy will be purchased and the Club will be invoiced for the cost.
2. A Club which is unable to locate a perpetual trophy or has damaged a perpetual trophy will be charged an amount equivalent to its replacement cost so that that the trophy can be replaced.

## **Article 13 - Notification**

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1. Where Football West is required to notify any Club of any matter then such requirement is deemed to have been satisfied by Football West by:

- a) sending any such notification by email to the Club's email address last identified to Football West by that Club; or
  - b) sending such notification by facsimile to the Club's facsimile number last identified to Football West by that Club; or
  - c) sending such notification by ordinary mail to the Club's relevant postal address last identified to Football West by that Club.
2. Such notification is deemed to have been received:
- a) in the case of notification by email or facsimile, at the time at which such email or facsimile is sent; or
  - b) in the case of notification by post, at the expiration of 2 Business Days following the date on which such notification was posted.

## Venue Requirements for Football West Competitions

Requirement	Class A	Class B	Class C	Class D
Field of Play size in addition to requirements of the Laws of the Game	Minimum width 60m		None	
Technical Area	Required			Not required
Technical Area Seating	8 seats		5 seats	N/A
Field of Play Barrier (separating spectators from the match)	Must completely surround the field of play	Barrier must exist between spectators and the FoP and TA		N/A
Players' Race	Must be present	Not required		
Floodlights	Where present, they must be approved by Football West for competition matches.			
Players' Change Rooms	Two separate and lockable rooms required. Must have hot and cold water showers and toilets.			
Match Officials' Change Rooms	Separate room which can accommodate 4 people. Must have hot and cold water shower and toilet.		Not required	
Scoreboard	Fully functional and in operation for every match		Not required	
Spectator Facilities	Male and Female public toilets with hot and cold running water, soap and ability to dry hands.			
	Canteen or kiosk serving hot and cold drinks and snack foods.			