

## FOOTBALL WEST

# Disciplinary & Grievance Regulations

Effective Date – February 2021

#### 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

- Community Competition Rules
- NPLWA Competition Rules
- Competition Management Regulations
- NPLWA Compliance Regulations
- Code of Conduct
- Spectator Code of Behaviour
- Complaints Policy

## Table of Contents

Article 1 – Introduction	4
Article 2 – Objectives	4
Article 3 – Definitions	4
Article 4 – Authority and Jurisdiction	10
Article 5 – Investigation and Charges	11
Article 6 – Yellow Card Offences by Players	12
Article 7 – Red Card Offences by Players	14
Article 8 – Yellow Card Offences by Team Officials	16
Article 9 – Red Card Offences by Team Officials	17
Article 10 – Team Misconduct	19
Article 11 – Persistent Serious Offending by a Club	19
Article 12 – Charges Against Match Officials	20
Article 13 – Mistaken Identity	20
Article 14 – Match Official Reports	21
Article 15 – Disciplinary Infringement Notice	22
Article 16 – Disciplinary Tribunal	23
Article 17 – Disciplinary Tribunal Process	27
Article 18 – General Purposes Tribunal	29
Article 19 – General Purposes Tribunal Process	
Article 20 – Appeal Tribunal	
Article 21 – Appeal Tribunal Process	35
Article 22 – Penalties and Sanctions	
Article 23 – Suspensions	
Article 24 – Refund of Tribunal Hearing Fees	41
Article 25 – Fines	42
Article 26 – Spectators	42
Article 27 – Other Matters	42

## 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 Appeal 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

#### Definitions

In these Regulations, unless the context otherwise requires, the following definitions apply:

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

**AFC** means the Asian Football Confederation.

**Amateur** has the meaning set out in the National Registration Regulations.

Amateur League means the Competition set out in Annexure 3 of the Competition Rules.

A-League means the national Competition administered by Football Australia.

**Annexure** means an Annexure to the Competition Rules.

**Appeal Tribunal** means a judicial body established to hear appeals resulting from a decision of a Disciplinary Tribunal or General Purposes Tribunal in accordance with Article 20.

Assistant Referee has the meaning assigned by the Laws of the Game.

**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.

**Association** means a body corporate or incorporated association recognised by Football West as representative of Clubs or Players within a geographic area or with a special interest.

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

Australian Player has the definition set out in Article 25 of the NPLWA Competition Rules

**Automatic Match Suspension** means a Match Suspension that arises from participating in a Match that must be served in accordance with these Regulations and cannot be reduced except in the case of mistaken identity.

Broadcast means the transmission of an account of the game in an audio-visual format.

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

**By-law** means a by-law made under article 15 of the Constitution as amended from time to time.

Chair means the Tribunal Member who is nominated as the chairperson of a Tribunal.

Club means:

- a) a body corporate or incorporated association recognised by Football West and that organises teams to participate in Competitions; or
- b) any legal entity deemed to be a Club by Football West.

**Club Assistant Referee** means a volunteer assistant referee chosen by a Club to take the role of an Assistant Referee in a Match in the absence of a Football West appointed Assistant Referee or as a result of any Match Official being unable to continue in their role.

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

- Club Official;
- Team Official
- Non-playing member of a Club;
- Supporter of a Club;
- Player.

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

- Club office bearer;
- Coach;
- Team manager;
- Team physiotherapists;

- Club employee; or
- Anybody who is officially associated with the Club;

**Club Referee** means a volunteer referee chosen by a Club to preside over a Match in the absence of a Football West appointed referee or as a result of any Match Official being unable to continue in their role.

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

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

**Competition Rules** means the rules including the accompanying annexures as amended from time to time that govern the management of Competitions and are approved by the Football West board and published on the Football West website.

Competition Season means any series of competitive Matches.

**Complaints Policy** means the Football West policy in place for the determination of complaints as amended from time to time.

**Constitution** means the constitution of Football West as adopted on 6 July 2004 and subsequently amended on 2 November 2006, 19 December 2006 and 30 March 2017 and published on the Football West website.

**Direct Red Card** means a Red Card issued in accordance with the Laws of the Game that 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.

**Disciplinary Tribunal** means the Tribunal set out in Article 16 of these Regulations.

Electronic Match Card means the online form into which details of a Team's participation in a Match are entered, both before and after a Match.

Electronic Match Sheet means the printable version of an Electronic Match Card which may be brought

**FA** means Football Australia.

**FFA Cup** means the Competition administered by FA, and whose preliminary rounds are set out in Annexure 8 of the Competition Rules.

**FFA Number**, or **FA Number** means the unique identification number issued to each participant upon registration with Football Australia.

FIFA means Fédération Internationale de Football Association.

**Football** means "Association Football" as recognised by FIFA from time to time and also includes modified football, indoor football, 5-a-side football, futsal, beach football, walking football or any other game administered by Football West.

Football West means Football West Limited ACN 109 919 324.

General Purposes Tribunal means the Tribunal set out in Article 18 of these Regulations

Grievance means a dispute between two parties that has not been satisfactorily resolved through

the Complaints Policy and has been escalated pursuant to that policy.

**Groundskeeper** means a person responsible for the upkeep and maintenance of a Club or Team's facilities.

**GST** means Goods and Services Tax

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

**Laws** means the Laws of the Game, the Constitution, Competition Rules, Statutes and Regulations, By-laws and Policies, or any other regulatory document published by FIFA, FFA or Football West as applicable from time to time.

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

Long Term Injury has the definition set out in Article 1 of the Long Term Injury Policy.

Masters League means the Competition set out in Part 3 of Annexure 4 of the Competition Rules.

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 additional assistant referee
- Football West appointed reserve assistant referee
- Football West appointed video assistant referee and assistant video assistant referee
- 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 volunteer referee chosen by a Club to preside over a Match in the absence of a Football West appointed referee or as a result of any Match Official being unable to continue in their role.

**Match Official Guide** means the guide for Match Officials published by Football West from time to time.

Match Official Reports includes the following:

- A Referee Incident Report from the Referee;
- A Referee Incident Report from an Assistant Referee;
- A report from a referee assessor;
- A report from a Football West appointed match commissioner;
- Any other report received from a Match Official.

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

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

Mens Community Competitions means the Competitions set out in, Annexure 1, Annexure 3 and

Annexure 4 of the Competition Rules.

Mens Leagues means the Mens Community Competitions and the NPLWA-M Competition

**Mens Senior Sunday Competitions** means the Competitions set out in Annexure 4 of the Competition Rules.

**Metropolitan League** or **Metro League** means the Competition set out in Part 2 of Annexure 4 of the Competition Rules.

**MiniRoos** means the Competition for junior players under the age of 12 and played with a modified set of the Laws of the Game.

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

- An Offence,
- A breach of the Laws, or
- Conduct which, in the opinion of Football West, is or may be prejudicial to the interests of Football in Western Australia or to Football West or any of its partners.

**Mistaken Identity** means a situation in which an incorrect person has been identified as being responsible for an action or an Offence.

**National Association** means a body responsible for the administration of Football on a national level in any country other than Football Australia.

**National Premier Leagues** means the Competitions set out in the National Premier League Competition Rules and consisting of the NPLWA-M, NPLWA-W and NPLWA Juniors.

**Night Series** means the various pre-season Competitions run by Football West prior to the Regular Season and set out in Annexure 7 of the Competition Rules.

**NPL** means the National Premier Leagues.

**Offence** means a variety of conducts set out in the Table of Offences carrying a Penalty.

**Over 45s League** means the Competition set out in Part 4 of Annexure 4 of the Competition Rules.

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

**Penalty** means a penalty listed for each Offence in the Table of Offences.

**PlayFootball** means the website operated by FA for the purposes of various registrations in relation to Football in Australia.

**Player** means any person who is, from time to time, registered with a Club or is selected as a member of a Representative Team. A reference to a player during a Match includes both a substitute and a substituted player.

**Player ID Card** means the document that may be printed from PlayFootball which constitutes a proof of a Player's registration.

**Player Disciplinary History** means previous Offences that a player has committed but does not include Offences for which a player was found not guilty by a Tribunal or Football West.

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

Player Roster means the list of Players who are submitted by a Club as forming a Team from which

the Players at a Match may be selected.

**Player Roster Composition** means a Player Roster specifically for the NPLWA-W Competition and meeting the requirements of the Competition Rules.

**Policy** means any policy currently in force as approved by Football West and published on the Football West website.

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

**Referee** has the meaning assigned by the Laws of the Game.

**Referee Allocator** means a person designated by Football West to perform administrative functions in relation to assigning Match Officials to Matches.

**Referee Incident Report** means a report submitted by a Match Official regarding an incident or report of Misconduct.

**Regular Season** means the Competition Season consisting of the various leagues and cups as applicable but does not include pre-season competitions or the Night Series.

**Regulations** means these Disciplinary and Grievance Regulations.

**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.

**Rules** means the Competition Rules and any policies that govern the management of Competitions and are approved by the Football West board and published on the Football West website.

**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.

**SportsTG** means the website operated by Football West for the purposes of match result entry and as a database.

**Standing Committee** means a committee so named and established under the By-laws.

State means the state of Western Australia

State League means the Competition set out in Annexure 1 of 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 23.

Table of Offences means the list of Offences set out in Schedule 1.

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

**Team List** means either an Electronic Match Card or an Electronic Match Sheet.

**Team Official** means any non-Player listed on the official team list including, but not limited to a coach, physiotherapist, doctor or team manager.

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

**Tribunal** means the Disciplinary Tribunal, General Purposes Tribunal or Appeal Tribunal established pursuant to these Regulations as appropriate.

Tribunal Member means a person appointed to the Tribunal by Football West from time to time.

Tribunal Penalty means the tribunal penalty listed for each Offence in the Table of Offences.

Visa Player has the definition set out in Article 25 of the NPLWA Competition Rules

W-League means the national Womens Competition administered by Football Australia.

**Womens Community Competitions** means the Competitions set out in Annexure 5 of the Competition Rules

Womens Leagues means the Womens Community Competitions and NPLWA-W Competition

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

**Zone Representative** means a person elected or appointed as such in accordance with the Bylaws.

#### 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 Constitution has the same meaning as set out in that document unless defined differently in these Regulations, in which case these Regulations shall take precedence.

## Article 4 – Authority and Jurisdiction

#### AUTHORITY

1. The authority to establish a Tribunal is vested in the Board of Football West pursuant to clause 11.1 of the Constitution.

- 2. These Regulations confirm the establishment of the following judicial bodies:
  - a) Disciplinary Tribunal;
  - b) General Purposes Tribunal; and
  - c) Appeal Tribunal.

#### JURISDICTION

- 3. The authority to administer these Regulations derives from clause 3.2 of the FFA National Disciplinary Regulations and clause 8 of the FFA Grievance Procedure By-law.
- 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 Clubs or Club Associates within the State;
  - d) Incidents, disciplinary, dispute and conduct matters in relation to competitions conducted by Associations where Football West determines, in its absolute discretion, that the matter cannot be or has not been appropriately dealt with by the Association; and
  - e) Any matter that Football West 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, the Sport West tribunal or a court of law.

## Article 5 – Investigation and Charges

- 1. Notwithstanding any other provision in any other Law, 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. 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 challenged by any party.

- 5. Subject to these Regulations, the Chief Executive Officer of Football West, Chief Football Officer of Football West, the General Manager Participation, Community and Clubs, the Grievance and Disputes Officer, or a member of Football West staff authorised in writing by the either CEO or the General Manager Participation, Community and Clubs may bring a charge of Misconduct against a Club, Club Associate or a Match Official.
- 6. 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 Purposes Tribunal for determination. However, a matter that has already been heard by the Disciplinary Tribunal or Appeal Tribunal may not be heard by the General Purposes Tribunal.
- 7. Failure to provide information to Football West in accordance with paragraph 3 within the timeframe set out in the request, is itself a breach of these Regulations. The non-compliant party may be subject to further Penalty at the discretion of Football West

## Article 6 – Yellow Card Offences by Players

1. A Yellow Card may be shown to a Player in accordance with Law 12 of the Laws of the Game as detailed below:

Y1	Delaying the restart of play
Y2	Dissent by word or action
Y3	Entering, re-entering or deliberately leaving the field of play without the referee's permission
Y4	Failing to respect the required distance when play is restarted with a dropped ball, corner kick, free kick or throw-in
Y5	Persistent Offences (no specific number or pattern of Offences constitutes 'persistent')
Y6	Unsporting behaviour
¥7	Entering the referee review area
Y8	Excessively using the 'review' (TV screen) signal

2. A Yellow Card issued to a Player may not be reviewed or challenged except in the case of mistaken identity.

#### ACCUMULATION OF YELLOW CARDS

3. A Player who accumulates four Yellow Cards in the Regular Season (NPL, State League) must serve an Automatic Match Suspension of one Match regardless of the Competition in which the cards were accrued.

A Player who accumulates five Yellow Cards in the Regular Season (Amateur, Metro, Masters, Women's) must serve an Automatic Match Suspension of one Match regardless of the Competition in which the cards were accrued.

4. A Player who accumulates eight Yellow Cards in the Regular Season (NPL, State League) must serve an Automatic Match Suspension of two Matches regardless of the Competition in which the cards were accrued.

A Player who accumulates 10 Yellow Cards in the Regular Season (Amateur, Metro, Masters, Women's) must serve an Automatic Match Suspension of two Matches regardless of the Competition in which the cards were accrued.

5. A Player who accumulates 12 Yellow Cards in the Regular Season (NPL, State League) must serve an Automatic Match Suspension of three Matches regardless of the Competition in which the cards were accrued.

A Player who accumulates 15 Yellow Cards in the Regular Season (Amateur, Metro, Masters, Women's) must serve an Automatic Match Suspension of three Matches regardless of the Competition in which the cards were accrued.

6. A Player who accumulates 16 Yellow Cards in the Regular Season (NPL, State League) must serve an Automatic Match Suspension of four Matches regardless of the Competition in which the cards were accrued.

A Player who accumulates 20 Yellow Cards in the Regular Season (Amateur, Metro, Masters, Women's) must serve an Automatic Match Suspension of four Matches regardless of the Competition in which the cards were accrued.

- 7. A Player who accumulates two Yellow Cards in a pre-season Competition, post-season Competition or finals series must serve an Automatic Match Suspension of one Match.
- 8. Yellow Cards received during any FFA Cup Match will not count toward the accumulation of Yellow Cards received in Competitions.
- 9. The accumulation of Yellow Cards, that does not result in a Suspension in accordance with paragraphs 3 to 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.
- 10. If a Player receives two Yellow Cards in a single Match and therefore receives an Indirect Red Card, the two Yellow Cards must not be included in the Player's accumulated total of Yellow Cards as described in paragraphs 3 to 7.
- 11. 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 to 7.
- 12. A single Yellow Card received during a friendly or Representative Match does not accumulate towards future Competition Matches.

13. 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 Offences by Players

1. A Red Card may be shown to a Player in accordance with Law 12 of the Laws of the Game as detailed below:

R1	Denying the opposing team a goal or an obvious goal-scoring opportunity by a handball Offence (except a goalkeeper within their penalty area).
R2	Denying a goal or an obvious goal-scoring opportunity to an opponent whose overall movement is towards the offender's goal by an Offence punishable by a free kick.
R3	Serious foul play.
R4	Biting or spitting at someone.
R5	Violent conduct.
R6	Uses offensive, insulting or abusive language and/or gestures.
R7	Receiving a second caution in the same match.
R8	Entering the video operation room (VOR).

- 2. A Player who is shown a Red Card:
  - 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 20 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 Disciplinary Tribunal hearing depending on the seriousness of the Offence.
- 3. A Player who is issued with a Red Card may not participate in any Match on the same day either as a Club Associate, Club referee, Club assistant referee or in any other official capacity for any Club.
- 4. An exclusion from participation in accordance with paragraph 3 is in addition to any Penalty 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 or subject to paragraph 14.
- 6. A Player issued with a Red Card must serve an Automatic Match Suspension in accordance with paragraphs 8 to 13.
- 7. The imposition of an Automatic Match Suspension is immediate. 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 before the next Match.

#### ACCUMULATION OF RED CARDS

- 8. A Player who is issued with a first Red Card of a Competition Season must serve an Automatic Match Suspension of one Match.
- 9. A Player who accumulates two Red Cards in a Competition Season must serve an Automatic Match Suspension of two Matches.
- 10. A Player who accumulates three Red Cards in a Competition Season must serve an Automatic Match Suspension of three Matches.
- 11. A Player who accumulates four Red Cards in a Competition Season must serve an Automatic Match Suspension of four Matches.
- 12. In addition to the Automatic Match Suspension described in paragraphs 8 to 11, 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.
- 14. Where there is sufficient Evidence that leads Football West to believe, in its sole and absolute discretion, that an Obvious Error (within the meaning of paragraph 16) may have been made by a Match Official in a Match, then Football West may elect to examine whether an Obvious Error has been made.
- 15. Evidence, for the purposes of paragraphs 14 to 19 of this Article, means video and/or audio evidence and the relevant Match Official Reports but excludes any other written statements, photos and stills.
- 16. An Obvious Error, for the purpose of these Regulations means a decision by a Match Official to:
  - i. issue a Direct Red Card when no card was warranted; or

ii. expel a Team Official when no expulsion was warranted, being a decision that no reasonable Match Official, in the possession of all the facts, could reasonably have made.

17. If, after referral, it is determined that an Obvious Error has been made, Football West will make a determination that:

i. in the case of a Player, the Player is not required to serve the Automatic Match Suspension and the Red Card is expunged from the Player's Disciplinary History; or

ii. in the case of a Team Official, the Team Official is not required to serve the Automatic Match Suspension.

18. If it is determined that no Obvious Error has been made the Match Official's original decision will stand and Football West will then determine a Suspension and issue a Disciplinary Infringement Notice to the Participant's Club. For the avoidance of doubt, in this case, the

Participant remains entitled to challenge any Disciplinary Infringement Notice so issued but neither the Red Card nor the Automatic Match Suspension may be expunged by the Tribunal.

19. For the avoidance of doubt, there is no right of appeal or other review of any determination made pursuant to paragraphs 14-18 in regards to Football West's decision as to whether an Obvious Error has occurred.

## Article 8 – Yellow Card Offences by Team Officials

- 1. A Team Official may be shown a Yellow Card in accordance with Law 12 of the Laws of the Game as detailed below:
  - Clearly or persistently not respecting the confines of their team's technical area.
  - Delaying the restart of play by their team.
  - Deliberately entering the technical area of the opposing team (non-confrontational).
  - Dissent by word or action including:
    - Throwing/kicking drinks bottles or other objects.
    - Gestures which show a clear lack of respect for the Match Official(s) e.g. sarcastic clapping.
  - Entering the referee review area (RRA).
  - Excessively or persistently gesturing for a red or yellow card.
  - Excessively showing the TV signal for a VAR review.
  - Gesturing or acting in a provocative or inflammatory manner.
  - Persistent unacceptable behaviour (including repeated warning Offences).
  - Showing a lack of respect for the game.

This list is not exhaustive and simply indicates those Offences which are included as cautionable Offences by the Laws of the Game and should not be viewed as a limit on the ability of a referee to issue a caution.

2. A Team Official who accumulates four Yellow Cards in the Regular Season (NPL, State League) must serve an Automatic Match Suspension of one Match regardless of the Competition in which the cards were accrued;

A Team Official who accumulates five Yellow Cards in the Regular Season (Amateur, Metro, Masters, Women's) must serve an Automatic Match Suspension of one Match regardless of the Competition in which the cards were accrued.

3. A Team Official who accumulates eight Yellow Cards in the Regular Season (NPL, State League) must serve an Automatic Match Suspension of two Matches regardless of the Competition in which the cards were accrued.

A Team Official who accumulates 10 Yellow Cards in the Regular Season (Amateur, Metro, Masters, Women's) must serve an Automatic Match Suspension of two Matches regardless of the Competition in which the cards

4. A Team Official who accumulates 12 Yellow Cards in the Regular Season (NPL, State League) must serve an Automatic Match Suspension of three Matches regardless of the Competition in which the cards were accrued.

A Team Official who accumulates 15 Yellow Cards in the Regular Season (Amateur, Metro, Masters, Women's) must serve an Automatic Match Suspension of three Matches regardless of the Competition in which the cards

5. A Team Official who accumulates 16 Yellow Cards in the Regular Season (NPL, State League) must serve an Automatic Match Suspension of four Matches regardless of the Competition in which the cards were accrued.

A Team Official who accumulates 20 Yellow Cards in the Regular Season (Amateur, Metro, Masters, Women's) must serve an Automatic Match Suspension of four Matches regardless of the Competition in which the cards

- 6. A Team Official who accumulates two Yellow Cards in a pre-season Competition, post-season Competition or finals series must serve an Automatic Match Suspension of one Match.
- 7. Yellow Cards received during the FFA Cup will not count toward the accumulation of Yellow Cards received in Competitions.
- 8. The accumulation of Yellow Cards that does not result in a Suspension in accordance with paragraphs 3 to 6 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 Team Official receives two Yellow Cards in a single Match and therefore receives an Indirect Red Card, the two Yellow Cards must not be included in the Team Official's accumulated total of Yellow Cards as described in paragraphs 3 to 6.
- 10. If a Team Official receives a Yellow Card and then a Direct Red Card in a single Match, the Yellow Card must be included in the Team Official's accumulated total of Yellow Cards as described in paragraphs 3 to 6.

## Article 9 – Red Card Offences by Team Officials

- 1. A Team Official may be shown a Red Card in accordance with Law 12 of the Laws of the Game as detailed below:
  - delaying the restart of play by the opposing team e.g. holding onto the ball, kicking the ball away, obstructing the movement of a player.
  - deliberately leaving the technical area to:
    - show dissent towards, or remonstrate with, a Match Official.
    - act in a provocative or inflammatory manner.
  - entering the opposing technical area in an aggressive or confrontational manner.
  - deliberately throwing/kicking an object onto the field of play.
  - entering the field of play to:
    - confront a Match Official (including at half-time and full-time).
    - interfere with play, an opposing Player or a Match Official.
  - entering the video operation room (VOR).

- physical or aggressive behaviour (including spitting or biting) towards an opposing Player, substitute, Team Official, Match Official, spectator or any other person (e.g. ball boy/girl, security or Competition official etc.).
- receiving a second caution in the same match.
- using offensive, insulting or abusive language and/or gestures.
- using unauthorised electronic or communication equipment and/or behaving in an inappropriate manner as the result of using electronic or communication equipment.
- violent conduct.

This list is not exhaustive and simply indicates those Offences which are included as sending off Offences by the Laws of the Game and should not be viewed as a limit on the ability of a referee to issue a Red Card.

- 2. Where an Offence is committed and the offender cannot be identified, the senior team coach present in the technical area will receive the Penalty.
- 3. There is no mistaken identity exception applicable for a Red Card issued under paragraph 2.
- 4. A Team Official who is shown a Red Card:
  - 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 20 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 Disciplinary Tribunal hearing depending on the seriousness of the Offence.
- 5. A Team Official who is issued with a Red Card may not participate in any Match on the same day either as a Club Associate, Club referee, Club assistant referee or in any other official capacity for any Club.
- 6. An exclusion from participation in accordance with paragraph 5 is in addition to any Penalty imposed by Football West or a Tribunal.
- 7. A Team Official issued with a Red Card must serve an Automatic Match Suspension in accordance with paragraphs 9 to 12.
- 8. The imposition of an Automatic Match Suspension is immediate. 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 before the next Match.

#### ACCUMULATION OF RED CARDS ISSUED TO TEAM OFFICIALS

- 9. A Team Official who is issued with a first Red Card of a Competition Season must serve an Automatic Match Suspension of one Match.
- 10. A Team Official who accumulates two Red Cards in a Competition Season must serve an Automatic Match Suspension of two Matches.

- 11. A Team Official who accumulates three Red Cards in a Competition Season must serve an Automatic Match Suspension of three Matches.
- 12. A Team Official who accumulates four Red Cards in a Competition Season must serve an Automatic Match Suspension of four Matches.
- 13. In addition to the Automatic Match Suspension described in paragraphs 9 to 12, the Team Official may be required to serve an Additional Suspension in accordance with the Table of Offences.
- 14. A Red Card issued during an abandoned Match must be upheld regardless of whether or not the Match is replayed.

## Article 10 – Team Misconduct

- 1. A Team that has five or more individual Players or Team Officials cautioned or sent off in a single Match, will be subject to a Penalty in accordance with the Table of Offences.
- 2. A Team that has three or more Players or Team Officials sent off in a single Match, will be subject to a Penalty in accordance with the Table of Offences.
- 3. A Team 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 subject to a Penalty in accordance with the Table of Offences.

## Article 11– 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 or expulsion from Competitions.
- 2. Persistent serious offending includes, but is not limited to:
  - a) Causing the abandonment of a Match on three or more occasions in a single Competition Season.
  - b) Causing the abandonment of a Match on six or more occasions in any three Competition Seasons.
  - c) Being guilty of Offence 35 (See Table of Offences) on three or more occasions in any number of Competition Seasons.
  - d) Club Associates being involved in mass brawls or melees on three or more occasions in a single Competition Season.
  - e) Club Associates being involved in mass brawls or melees on six or more occasions in any three Competition Seasons.
- 3. A Club that has had its Participation Agreement terminated or been expelled from Competitions in accordance with paragraph 1, may request that the matter be referred to the Disciplinary Tribunal in accordance with Article 16.

## Article 12 – 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 Disciplinary Tribunal after the matter has been considered by the Referees Technical Committee. Football West may require the Referees Technical Committee to consider the charge again if it is of the opinion that the matter has not been adequately addressed 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 Disciplinary Tribunal.
- 4. A Penalty imposed on a Match Official by either the Referees Technical Committee or the Disciplinary Tribunal may be challenged by the Match Official through the Appeal Tribunal.

## Article 13 – Mistaken Identity

- 1. It is the responsibility of each Club to review the Match data of each of its Matches as recorded on SportsTG.
- 2. If a Club believes that Player or Team Official has been mistakenly identified by a Match Official as having received a Yellow Card or Red Card, the Club may challenge the Referee Incident Report on the basis of mistaken identity by submitting prescribed form 1 within two Business Days of the date of the Disciplinary Infringement Notice.
- 3. If the Club believes that a 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 challenge the Referee Incident Report on the basis of mistaken identity by submitting prescribed form 1 within two Business Days of the date of the Disciplinary Infringement Notice.
- 4. Prescribed form 1 must contain the following:
  - a) A signed written statement by the Player, Team Official or Club Associate who was reported by the Match Official in the Referee Incident Report stating that they were not responsible for the Offence and, to the best of their knowledge, identifying the name of the Player, Team Official or Club Associate responsible,

and one of:

- b) A signed written statement by the Player, Team Official 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, Team Official or Club Associate responsible for the Offence.

- 5. Any claim for mistaken identity that does not include the requisite statements will not be accepted. For the avoidance of doubt, any claim for mistaken identity that states "TBC" or "details to follow" or similar in relation to person responsible for the Offence will not be accepted.
- 6. Football West may investigate a matter of mistaken identity by seeking further clarification from the Match Officials as to the details of the Player, Team Official or Club Associate contained in the Referee Incident Report.
- 7. 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.
- 8. Football West will issue the Club with a determination using prescribed form 2.
- 9. 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, Team Official or Club Associate, the original Penalty set out in the Disciplinary Infringement Notice continues to apply.
  - b) A Disciplinary Infringement Notice has not already been issued to the Player, Team Official or Club Associate, Football West will determine the Penalty and issue a Disciplinary Infringement Notice pursuant to Article 151.
- 10. If Football West upholds a claim for mistaken identity, the Yellow Card or Red Card issued to the Player will be expunded and any Disciplinary Infringement Notice issued against a Player, Team Official or Club Associate will be rescinded.
- 11. If Football West upholds a claim of mistaken identity and makes a finding in respect of the actual offender, Football West may determine the Penalty and issue a Disciplinary Infringement Notice pursuant to Article 151.
- 12. The decision to reject a claim for mistaken identity may be challenged by application to the Disciplinary Tribunal, and such challenge must be lodged within five Business Days of receiving the 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, Football West must assess the Match Official Report to determine whether a Player, Team Official or Club Associate has committed an Offence as prescribed in the Table of Offences.

- 3. Subject to paragraph 4, Football West may only take into consideration to the contents of the Match Official Report when determining whether a Player, Team Official 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, Team Official or Club Associate has committed an Offence as prescribed in the Table of Offences. This clarification must be treated as an extension of the original report.
- 5. If, based on the Match Official Report and any further information from the Match Official, Football West is satisfied that a Player, Team Official or Club Associate has committed an Offence as prescribed in the Table of Offences, Football West must issue the Player, Team Official or Club Associate with a Disciplinary Infringement Notice in accordance with Article 151.

#### PRESUMPTION OF FACT

6. For the avoidance of doubt, facts contained in Match Officials' reports and in any additional reports or correspondence submitted by the Match Officials are presumed to be accurate for the purposes of any action taken in relation to conduct or an incident, any investigation, any Disciplinary Infringement Notice issued and any material provided to any Tribunal. The onus will rest with the party challenging the facts of the incident 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 Notice

- 1. Football West must issue a Disciplinary Infringement Notice to any party who is shown a Red Card, who has accumulated the relevant number of Yellow Cards, is found to have breached a Competition Rule or that has been charged with Misconduct.
- 2. A Disciplinary Infringement Notice must contain:
  - a) the name of the individual or Club charged;
  - b) the FFA Number for registered players and coaches;
  - c) details of the Match or Football West event where the alleged Offence occurred;
  - d) details of the alleged Offence;
  - e) the Penalty imposed pursuant to the Table of Offences.
- 3. A failure to include any of the requirements in paragraph 2 does not render a Disciplinary Infringement Notice ineffective as long as the individual or Club can be identified from the notice.
- 4. Upon receipt of a Disciplinary Infringement Notice, the Club may elect to either:
  - a) Accept the Penalty, or
  - b) Challenge the Penalty.

#### CHALLENGING A DISCIPLINARY INFRINGEMENT NOTICE OR RULE BREACH NOTICE

- 5. Only a Club issued with a Disciplinary Infringement Notice may challenge the Disciplinary Infringement Notice .
- 6. A Club electing to challenge the Penalty may do so in accordance with Article 15.

## Article 16– Disciplinary Tribunal

#### JURISDICTION

- 1. The Disciplinary Tribunal has jurisdiction to hear and determine:
  - a) Charges of Misconduct:
    - (i) Where a Club or Club Associate seeks to challenge a charge of Misconduct or Penalty imposed by Football West.
    - (ii) Referred directly to the Disciplinary Tribunal by Football West.
    - (iii) Against a Match Official that has been referred to the Tribunal by the Referees Technical Committee.
  - b) A matter in which a Match Official may have failed to declare an actual or perceived conflict of interest as described in the Competition Rules, and which has been referred to the Tribunal by the Referees Technical Committee.
  - c) Matters of Mistaken Identity.
  - d) An application by a Club to review a decision by Football West that resulted in its Participation Agreement being terminated or having been expelled from Competitions.

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 Chair must be an Australian legal practitioner as defined in clause 5 of the *Legal Profession Act 2008.*
- 6. A person must not be appointed as a Tribunal Member if the person has served in the previous 12 months as, or is currently:
  - A director of Football West.
  - An employee of Football West.
  - A member of any Standing Committee.
  - A Zone Representative.
  - A member of the Referees Technical Committee.
  - A life member of Football West.
  - An official of a Club.

7. The Disciplinary Tribunal will ordinarily consist of three Tribunal Members but may consist of one or two Tribunal Members.

#### TERM

- 8. A Tribunal Member will be appointed for a term of 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 Disciplinary Tribunal while they are a Tribunal Member.
- 12. 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.

#### LODGEMENT

- 13. Only a party that is subject to a Penalty may challenge that Penalty. For clarity this means the party that has been issued with the Disciplinary Infringement Notice.
- 14. Unsuccessfully challenging a Disciplinary Infringement Notice will result in the imposition of the Tribunal Penalty rather than the standard Penalty as set out in the Table of Offences.
- 15. A Club electing to challenge the Penalty may do so by lodging a request for Tribunal hearing using prescribed form 5.
- 16. A request for Tribunal hearing must include a written statement outlining the grounds for challenging the Disciplinary Infringement Notice.
- 17. A request for Tribunal hearing must be lodged by 5:00pm on the fifth Business Day after the issue of the Disciplinary Infringement Notice.
- 18. A request for Tribunal hearing must be lodged by:
  - a) The president or secretary of the Club, or
  - b) The charged party, if they are not an associate of a Club.
- 19. A request for Tribunal Hearing must be accompanied by the Tribunal hearing fee in accordance with paragraph 39.
- 20. No request for Tribunal hearing will be accepted if the Club submitting the request has a debt owing to Football West that is more than 30 days old as at the fifth Business Day from the date the Disciplinary Infringement Notice was issued. In such circumstances, the Disciplinary Tribunal must not hear the matter.

TIMEFRAME FOR LODGEMENT

- 21. Football West may reduce the timeframe required for lodgement of a request for Tribunal hearing in circumstances where a determination is required before a Match or event. For clarity Football West will require that any request for Tribunal hearing arising out of a Match played as a semi-final of a Competition be submitted within 24 hours of the notice being issued.
- 22. A request for a Tribunal hearing that does not meet the requirements set out in paragraphs 16-20 will not be accepted under any circumstances.

#### ASSESSMENT OF TRIBUNAL HEARING REQUEST

- 23. Upon receipt of a Tribunal hearing request, Football West's General Manager Participation, Community and Clubs or Grievance and Disputes Officer may, at their discretion, liaise with the Club president or secretary to discuss the merits of the grounds for a request for Tribunal hearing.
- 24. 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.
- 25. Any discussions in relation to the request for Tribunal hearing are on a strictly without prejudice basis.
- 26. Provided the individual has not been charged with an Offence against a Match Official, Football West may elect to postpone the serving of the Player's Suspension except for any AMS to be served, until the Tribunal issues its decision. This discretion is solely that of Football West and may not be reviewed or challenged.
- 27. Football West may request a good behaviour bond is paid by the Club in the case where an individual's Suspension is postponed until the issue of a Disciplinary Tribunal Result. If another Misconduct incident involving the individual occurs during the period of Suspension, then the good behaviour bond is forfeited. Football West will refund the bond upon the issue of the Disciplinary Tribunal result if no Misconduct involving the individual occurred.

#### NOTICE OF TRIBUNAL HEARING

- 28. Football West must issue a notice of hearing as soon as possible. The Tribunal hearing notice must provide:
  - a) Reasonable detail of the alleged Offence.
  - b) Notice of the possible Penalties.
  - c) Date, time and location of the Disciplinary Tribunal hearing.
- 29. The notice of Tribunal hearing must be sent to the president or secretary of the Club or the individual in the case where the charged party is not an associate of a Club.
- 30. The notice of Tribunal hearing may be sent by email and is deemed to have been received at the time the email is sent.
- 31. 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

- 32. If the Disciplinary Infringement Notice is a charge against an individual, the Player, Team Official or Club Associate identified on the Disciplinary Infringement Notice must attend the Disciplinary Tribunal hearing.
- 33. If the Disciplinary Infringement Notice is a charge against a Club, the president or secretary of the Club must attend the Disciplinary Tribunal hearing.
- 34. Where an individual required to attend a Disciplinary Tribunal hearing is under the age of 18 at the date of the hearing, the individual must be accompanied by a parent or legal guardian at the hearing.
- 35. The Match Official who officiated at the relevant Match and who is not a charged party 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.
- 36. Any other party issued with the notice of Tribunal hearing may, at their discretion, attend the Disciplinary Tribunal Hearing.

#### NON-ATTENDANCE

- 37. If a Player, Team Official 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 take one or more of the following actions:
  - a) Proceed to hear and determine the matter in the absence of the individual.
  - b) Impose Penalties as it sees fit as a result of any determination.
  - c) Direct that the matter be adjourned.
  - d) Direct that the individual pay the Tribunal hearing fee.
- 38. If the Tribunal chooses to adjourn the matter and Football West had previously exercised its discretion to postpone the Player's Suspension in accordance with paragraph 26, Football West may, in its sole discretion reverse this decision and impose the remaining part of the Player's suspension pending the outcome of the adjourned hearing.

#### DISCIPLINARY TRIBUNAL FEES

39. A Tribunal hearing fee is payable prior to the hearing. This fee must be paid within five Business Days of the submission of the request for a Disciplinary Tribunal hearing. The Disciplinary Tribunal fees are as follows:

a)	Senior Competitions	\$550
b)	Junior Competitions	\$330

40. A Match Official attending a Tribunal hearing in person as a witness is entitled to a payment of \$50 (ex-GST) from the Club requesting their attendance. This payment is to be made in addition to the Tribunal hearing fee. Football West will invoice the Club \$55 for the Match Official's attendance.

#### REPRESENTATION

- 41. A Player or Club or Match Official may be represented by a legal practitioner at a Disciplinary Tribunal hearing.
- 42. The details of the legal practitioner must be provided in the request for Tribunal hearing notice or otherwise notified to Football West at least five Business Days prior to the Disciplinary Tribunal hearing.

#### WITNESSES

- 43. A Player or Club may lodge witness statements in support of their request for a Tribunal hearing.
- 44. A witness may be required to attend the Disciplinary Tribunal hearing.

#### REFEREE ADVOCATE

45. Football West may appoint an advocate to support any Match Officials who attend a Disciplinary Tribunal hearing. The advocate may make submissions on behalf of any Match Official in relation to the contents of the Referee Incident Report, the Laws of the Game and any other matters in relation to the Referee Incident Report.

#### FOOTBALL WEST REPRESENTATIVE

46. 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.
  - 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. No transcripts or recordings of a Disciplinary Tribunal Hearing may be made without the permission of the Tribunal.
- 5. Notwithstanding the above, the Disciplinary Tribunal will generally apply the following procedure:

- a) At the commencement of a hearing the Chair will read out each charge.
- b) The Player, Team Official, Club Associate or Club charged, if present, will be asked whether they plead guilty or not guilty to each charge.
- c) The Chair may confirm the information and documentation that will be considered in relation to the matter before the Disciplinary Tribunal.
- d) The Player, Team Official, Club Associate or Club charged will be invited to provide the Disciplinary Tribunal a summary of the matters on which they rely.
- e) The Chair may require any witnesses to wait outside the hearing room until they are called upon to give evidence.
- f) The Chair may call evidence from witnesses. All witnesses, including Match Officials and Match Official advocates, may be subject to questioning in a manner deemed appropriate by the 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 Chair.

#### DEFENCES

- 6. The Disciplinary Tribunal may consider any defences offered by the charged party and give such weight to them as it sees fit subject to paragraph 7.
- 7. It is not a defence to a charge of Misconduct that the charged party was retaliating against an action performed by another person.

#### DISCIPLINARY TRIBUNAL DECISIONS

- 8. 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 been proven,
  - b) The charge or charges have not been proven, or
  - c) The Player, Team Official, Club Associate or Club is guilty of a different Offence.
- 9. 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 Tribunal Penalty set out in the table of Offences.
  - b) The seriousness of the conduct with which the party is charged or found guilty of by the Disciplinary Tribunal.
  - c) Any loss or damage sustained by any party (including Football West) arising from the conduct.
  - d) Evidence of prior proven Misconduct.
  - e) Insofar as they are relevant, the objectives of the Constitution.
- 10. For the avoidance of doubt, the Tribunal is not limited to the Tribunal Penalty and may impose such Penalty as it sees fit in its absolute discretion.

- 11. The Disciplinary Tribunal is not obliged to give reasons for any decision it makes but may do so in its absolute discretion.
- 12. 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 6, as soon as practicable following the hearing.
- 13. Football West will deliver the result to the Club and publish the results of the Disciplinary Tribunal hearing on the Football West website unless otherwise directed by the Disciplinary Tribunal.
- 14. The decision of the Disciplinary Tribunal will remain in force unless reversed or otherwise modified by the Appeal Tribunal.

## Article 18– General Purposes Tribunal

#### JURISDICTION

- 1. The General Purposes Tribunal has jurisdiction to hear and determine:
  - a) Grievances;
  - b) Matters under the National Member Protection Policy;
  - c) Any other matter that Football West determines, in its absolute discretion, is important to the interests of Football in Western Australia.
- 2. The General Purposes Tribunal may not hear a matter from the Disciplinary Tribunal or Appeal Tribunal.

APPOINTMENT AND COMPOSITION OF GENERAL PURPOSES TRIBUNAL

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

- g) An official of a Club.
- 8. The General Purposes Tribunal will ordinarily consist of three Tribunal Members but may consist of one or two Tribunal Members.

#### TERM

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

#### TRIBUNAL MEMBERS TO BE INDEPENDENT

- 12. Tribunal Members may not represent a Club in any proceedings before the General Purposes Tribunal while they are an appointed Tribunal Member.
- 13. 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.

#### GRIEVANCES

- 14. Grievances will be referred to the General Purposes Tribunal. For the avoidance of doubt, a matter cannot be dealt with as a Grievance if it has been, or would ordinarily be dealt with by the Disciplinary Tribunal or Appeal Tribunal.
- 15. Before referring any Grievance to Football West, the party must first seek to resolve its dispute through the Complaints Policy. A party that has lodged a formal complaint through the Complaints Policy and is dissatisfied with the outcome may lodge a Grievance with the General Purposes Tribunal.

#### LODGEMENT

- 16. A Club or Club Associate electing to request a General Purposes Tribunal hearing must do so in writing using prescribed form 12.
- 17. A request for a General Purposes Tribunal hearing must include a written statement outlining the grounds of claim.
- 18. A request for a General Purposes Tribunal hearing to hear a Grievance must be lodged within 10 Business Days of the notification of the outcome of the formal complaint in accordance with the Complaints Policy.
- 19. A request for a General Purposes Tribunal hearing must be lodged by the president or secretary of the Club or may be lodged by an individual if the individual is not an associate of a Club.

- 20. A request for a General Purposes Tribunal hearing must be accompanied by the General Purposes Tribunal hearing fee in accordance with paragraph 26.Offence
- 21. No request for a General Purposes Tribunal hearing will be accepted if the Club making the request has a debt with Football West which is more than 30 days old as at the fifth Business Day from the date the request was lodged. In such circumstances, the General Purposes Tribunal must not hear the matter.

#### NOTICE OF HEARING

- 22. Football West must issue all parties with a notice of Tribunal hearing as soon as possible setting out the details of the date, time and location of the General Purposes Tribunal.
- 23. 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

24. All parties issued with a notice of Tribunal hearing for the General Purposes Tribunal must attend the Tribunal hearing.

#### NON-ATTENDANCE

- 25. 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 take one or more of the following actions:
  - a) Proceed to hear and determine the matter in the absence of the party.
  - b) Impose Penalties or make any findings against the party as it sees fit as a result of any determination.
  - c) Direct that the matter be adjourned.
  - d) Direct that a Club or an individual pays the Tribunal hearing fee.

#### GENERAL PURPOSES TRIBUNAL FEES

26. A Tribunal hearing fee of \$550 is payable by the party requesting the Tribunal prior to the hearing. This fee must be paid within five Business Days of the submission of the request for a Tribunal hearing.

#### REPRESENTATION

- 27. A party may be represented by a legal practitioner at a General Purposes Tribunal hearing.
- 28. The details of the legal representative must be provided to Football West at least five Business Days prior to the General Tribunal Hearing.

### Article 19 – 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. No transcripts or recordings of a General Purposes Tribunal Hearing may be made without the permission of the Tribunal.
- 4. Notwithstanding the above, the General Purposes Tribunal will generally apply the following procedure:
  - a) At the commencement of a hearing the Chair will summarise the details of the matter and the response.
  - b) The Chair may confirm the information and documentation that will be considered in relation to the matter before the General Purposes Tribunal.
  - c) The party requesting the hearing may be invited to provide the General Purposes Tribunal a summary of the matters on which they rely.
  - d) The party responding may be invited to provide the General Purposes Tribunal a summary of their position.
  - e) The Chair may require any witnesses to wait outside the hearing room until they are called upon to give evidence.
  - f) The Chair may call evidence from witnesses. All witnesses may be subject to questioning in a manner deemed appropriate by the 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 Chair.
- 5. The General Purposes Tribunal may discontinue any Grievance that it determines, in its absolute discretion, to be of a nature that cannot be resolved by the Tribunal.

#### GENERAL PURPOSES TRIBUNAL DECISIONS

- 6. 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.
- 7. The General Purposes Tribunal is not required to provide written reasons for the decision it makes but may do in its absolute discretion.
- 8. In addition to the power to issue Penalties as described in Article 22, the General Purposes Tribunal has the power to direct a payment is made by a Club or Club Associate to another Club or Club Associate in regards to Footballing activity in Western Australia.

- 9. 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.
- 10. Football West will publish the results of the Tribunal hearing on the Football West website unless otherwise directed by the General Purposes Tribunal. A Member Protection Policy matter must not be published online.

## Article 20 – Appeal Tribunal

#### JURISDICTION

- 1. The Appeal Tribunal will be responsible for hearing and determining appeals from:
  - a) The Disciplinary Tribunal;
  - b) The General Purposes Tribunal; and
  - c) Hearings from Associations with leave from Football West.

#### 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 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 12 months as, or is currently;
  - a) A director of Football West.
  - b) An employee of Football West.
  - c) A member of any Standing Committee.
  - d) A Zone Representative.
  - e) A member of the Referees Technical Committee.
  - f) A life member of Football West.
  - g) An official of a Club.
- 7. The Appeal Tribunal will ordinarily consist of three Tribunal Members but may consist of one or two Tribunal Members.

#### TERM

8. A Tribunal Member will be appointed for a term of 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 while he or she is 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.
  - c) The decision was one that was not reasonably open to the Tribunal having regard to the evidence before the Tribunal.

#### LODGEMENT

- 14. A Club or Club Associate electing to lodge an appeal must do so in writing using prescribed form 15.
- 15. A request for an Appeal Tribunal hearing must include a written statement outlining the grounds of appeal.
- 16. A request for an Appeal Tribunal hearing must be lodged within five Business Days of Football West issuing the Club the decision of the Disciplinary or General Purposes Tribunal.
- 17. A request for an Appeal Tribunal hearing must be lodged by the president or secretary of the Club or may be lodged by an individual if the individual is not an associate of a Club.
- 18. A request for Tribunal Hearing must be accompanied by the Tribunal hearing fee in accordance with paragraph 27.
- 19. 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

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

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 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 APPEAL TRIBUNAL

25. All parties issued with a notice of 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 Appeal Tribunal may in its absolute discretion take one or more of the following actions:
  - a) proceed to hear and determine the matter in the absence of the party;
  - b) impose Penalties or make any findings against the party as it sees fit as a result of any determination;
  - c) direct that the matter be adjourned; or
  - d) direct that a party pay the Tribunal hearing fee.

#### APPEAL TRIBUNAL HEARING FEES

27. An Appeal Tribunal hearing fee is payable prior to the hearing and is refunded if the appellant is found not guilty or refund is otherwise ordered by the Appeal Tribunal. The Appeal Tribunal fees are as follows:

a)	NPL Seniors and State League	\$880
b)	Amateur, Metropolitan and Masters Leagues	\$660
c)	NPL Juniors, Community Juniors and MiniRoos Leagues	\$660
d)	Match Official	\$330
e)	Individual	\$330

#### REPRESENTATION

- 28. A party may be represented by a legal practitioner at an Appeal Tribunal hearing.
- 29. The details of the legal representative must be provided to Football West at least five Business Days prior to the Appeal Tribunal hearing.

## Article 21 – 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.
  - 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. No transcripts or recordings of an Appeal Tribunal Hearing may be made without the permission of the Tribunal.
- 4. Notwithstanding the above, the Appeal Tribunal will generally apply the following procedure:
  - a) At the commencement of a hearing the Chair will summarise the details of the grounds of appeal.
  - b) The 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 grounds of appeal.
  - e) The Chair may require any witnesses to wait outside the hearing room until they are called upon to give evidence.
  - f) The Chair may call evidence from witnesses. All witnesses may be subject to questioning in a manner deemed appropriate by the 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 Chair.

#### APPEAL TRIBUNAL DECISIONS

- 5. 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.
- 6. For the avoidance of doubt, the Tribunal is not limited to the Tribunal Penalty and may impose such Penalty as it sees fit in its absolute discretion.
- 7. The Appeal Tribunal is not required to provide written reasons for the decision it makes but may do in its absolute discretion.
- 8. 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.
- 9. Football West will deliver the result to the Club and publish the results of the Tribunal hearing on the Football West website unless otherwise directed by the Appeal Tribunal.

## Article 22 – Penalties and Sanctions

- 1. Any Penalty issued by Football West, the Disciplinary Tribunal, General Purposes Tribunal or Appeal Tribunal must be consistent with clause 21.5 of the FFA constitution and may include:
  - a) A reprimand.
  - b) A warning.
  - c) A caution.
  - d) A fine.
  - e) The return of awards.
  - f) The forfeit of a Match or Matches.
  - g) Replaying a Match.
  - h) Placing the Club or individual on a bond.
  - i) A deduction or loss of Competition points.
  - j) A ban on the registration or transfer of any Players for a specified period of time.
  - k) The annulment of registration of a Player.
  - I) Suspension from participation in a Match or Matches.
  - m) Exclusion, suspension or expulsion from a Competition.
  - n) Suspension or cancellation of licence or accreditation, including referee or coaching accreditation.
  - o) Termination of registration or playing contract.
  - p) Playing a Match without spectators or on a neutral territory.
  - q) A ban on playing in a particular stadium.
  - r) A ban from the dressing rooms or substitutes' bench.
  - s) A ban from entering a stadium.
  - t) A ban on taking part in any Football related activity.
  - u) The annulment of the result of a Match.
  - v) Relegation to a lower division.
  - w) Such other disciplinary Penalties or measures appropriate in all the circumstances.

## Article 23 – Suspensions

### SUSPENSIONS GENERALLY

- 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) A number of Matches (Match Suspension), or
  - b) A period of time (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 participant to serve a Time Suspension (for example a spectator).

- 4. A Club Associate must be a registered participant to serve a Match Suspension.
- 5. Where a Club or Club Associate is charged or found guilty of multiple Offences, Football West 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 Penalty on a Club Associate charged with multiple Offences and more than one of the Offences carries a Penalty which includes an Automatic Match Suspension, the second and each subsequent Automatic Match Suspension is converted into an Additional Suspension.
- 7. Where a Penalty 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 Penalty is less than 6 Matches or 6 months, Football West or a 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 19) is committed during a 6-month probation period (Suspended Sanction).
- 9. If Football West or a 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 an Indirect Red Card or Offences 1a, 7, 8 or 19) 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 Penalty prescribed under the Table of Offences, except at the discretion of the Tribunal.
- If a Participant commits an Offence (excluding a Yellow Card, Indirect Red Card or Offences 1a, 7, 8 or 19) during a probation period that triggers the Suspended Sanction (Further Offence) the Suspended Sanction must be served in addition to any Penalty 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 Matches in the same age-grade and Competition in which he or she received the Suspension will count towards the Match Suspension, in accordance with the rules set out in the Community Competition Rules or NPL Competition Rules.

- 13. A Time Suspension is a fixed period of time in which a Club Associate may not participate in Football.
- 14. Upon issuing a Time Suspension, Football West or a 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 as a result of the accumulation of Yellow Cards must serve the Match Suspension in the same age-grade and Competition for which he or she received the majority of Yellow Cards. If there is no majority, the Suspension must be served in the same age-grade and Competition in which the last Yellow Card was received.
- 18. 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.
- 19. A Club Associate issued with a sanction as a result of an investigation will have the Automatic Match Suspension converted to a Match Suspension.
- 20. If a Match Suspension extends over 1 or more Competition Seasons, that Suspension must be served in the age-grade in which the Club Associate would normally participate in the relevant Season(s).
- 21. If a Match Suspension extends over 1 or more Competition 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.
- 22. For the purposes of paragraphs 17-21 above, the same age-grade and Competition means the league competition, the league's associated cup competition and any relevant post season cup or finals competitions. An example of this would be a player Suspended in the South Division One U15s would not be eligible to participate in any Match until their Suspension is served through any combination of South Division One U15s Matches, Junior Boys Cup or Top 4 Cup games.
- 23. Any Penalty imposed on a Club Associate by FFA, AFC, FIFA or any other Member Federation will be endorsed and applied by Football West.

### RESTRICTED AREAS

- 24. 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.
  - e) Any other area within a venue where Club Associates are likely to assemble to prepare for a Match.

### SUSPENSIONS TO BE SERVED IMMEDIATELY

- 25. 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 issue of a Disciplinary Infringement Notice or determination from a Tribunal. Any requests for the deferment of a Suspension will not be considered by Football West.
- 26. An Automatic Match Suspension must be served immediately regardless of whether a Disciplinary Infringement Notice is issued before the next Match.

### FRIENDLY MATCHES

- 27. 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.
- 28. A Club Associate who receives an Automatic Match Suspension in the final friendly Match before the commencement of the Regular Season must serve the Automatic Match Suspension in the team's next friendly Match whether in the same or subsequent Competition Season.
- 29. A Club Associate who receives an Additional Suspension for a Red Card that occurs in a friendly Match must serve the Additional Suspension in the next Matches that form part of the Competition Season in which his or her team participates.
- 30. Where a Club Associate cannot complete his or her Suspension during the 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 Competition Season.

#### NIGHT SERIES SUSPENSION

- 31. A Club Associate who receives a Suspension in a Night Series match will serve that suspension across Night Series matches and will be eligible to participate in Regular Season subject to paragraph 32.
- 32. Football West has discretion to decide that any Suspension received during a Night Series match will also apply to Regular Season matches.

### EFFECT OF POSTPONED OR ABANDONED MATCHES

- 33. 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.
- 34. 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 24 – Refund of Tribunal Hearing Fees

DECISIONS OF THE DISCIPLINARY TRIBUNAL AND APPEALS FROM THE DISCIPLINARY TRIBUNAL

- 1. Where the party is guilty of the charged Offence and no reduction in Penalty is imposed by the Tribunal, no refund is issued.
- 2. Where the party is guilty of the charged Offence and the Tribunal imposes a reduced Penalty, a 50% refund of the Tribunal hearing fee is issued.
- 3. Where the party is not guilty of the charged Offence but guilty of a different Offence and the Penalty imposed by the Tribunal for the different Offence is the same or greater than the Penalty that would have applied to the charged Offence, no refund is issued.
- 4. Where the party is not guilty of the charged Offence but guilty of a different Offence and the Penalty imposed by the Tribunal for the different Offence is less than the Penalty that would have applied to the charged Offence, a 50% refund of the Tribunal hearing fee is issued.
- 5. Where the party is not guilty of the charged Offence and not guilty of any other Offence, a full refund of the Tribunal hearing fee is issued.

DECISIONS OF THE GENERAL PURPOSES TRIBUNAL AND APPEALS FROM THE GENERAL PURPOSES TRIBUNAL

- 6. Where the party's claim is dismissed, no refund is issued.
- 7. Where the Tribunal upholds part, but not all of the party's claim, a 50% refund of the Tribunal hearing fee is issued.
- 8. Where the Tribunal upholds all of the party's claim, a full refund of the Tribunal hearing fee is issued.

#### APPEAL TRIBUNAL HEARINGS

9. Where an Appeal Tribunal fully or partially reverses or overturns the decision of a Disciplinary Tribunal or General Purposes Tribunal, no refund of the original Tribunal hearing fee is issued except as provided for in this article.

CANCELLED TRIBUNAL HEARINGS

- 10. Where a party cancels a Tribunal hearing within 72 hours of the hearing, no refund is issued.
- 11. Where a party cancels a Tribunal hearing more than 72 hours before the hearing but within five Business Days of the hearing, a refund of 50% of the Tribunal hearing fee is issued.
- 12. Where a party cancels a Tribunal hearing more than five Business Days before the hearing, a full refund of the Tribunal hearing fee is issued.

## Article 25 – 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 26 – Spectators

- 1. The Regulations, as far as they are relevant to spectators, apply to all spectators attending any Match.
- 2. Football West and the Disciplinary Tribunal have jurisdiction to determine matters involving spectators and to issue Penalties against Clubs in respect of the behaviour of any spectator.
- 3. In the event of an alleged breach of the Regulations, Football West may refer the matter to the Disciplinary Tribunal and seek the appropriate Penalty 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 Penalties imposed on its spectators are enforced and adhered to.

## Article 27 – Other Matters

### NOTIFICATION

- 1. Where Football West is required under the Regulations to notify a Club or Club Associate of any matter, such notification requirement will be considered 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 (PlayFootball 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 considered 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.
  - 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. Clubs and Club Associates are responsible for ensuring that Club contact details, Club administrator details, Player and Team Official details, are correctly maintained via the PlayFootball online registration system.
- 4. Where a Club fails to notify Football West or update PlayFootball 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 or refuse an adjournment as it deems fit.

#### CONCURRENT CRIMINAL PROCEEDINGS

- 9. Where a Club Associate has been issued with a Disciplinary infringement Notice or the matter is otherwise subject to proceedings before a Tribunal, the Tribunal may at its discretion proceed to determine the matter irrespective of any concurrent criminal investigations or proceedings.
- 10. A Tribunal may at its discretion adjourn any proceedings on the basis that the matter is subject to a criminal investigation or proceedings.

11. Football West or the Disciplinary Tribunal may at its absolute discretion impose a Suspension on a Club Associate from all or any specific Football-related activity and on such terms and conditions as it deems fit where the Club Associate is the subject of a criminal investigation, 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 Club Associate.

## Schedule 1 – Table of Offences

In this Table of Offences, the description of the Offence is not intended to be exhaustive, but is provided as a guide only.

### PLAYER OFFENCES

Offence No	Offence Name	Description	Penalty	Tribunal Penalty
1a	Serious foul play	<ul> <li>A tackle or challenge for the ball that:</li> <li>endangers the safety of an opponent, or</li> <li>uses excessive force or brutality.</li> </ul>	AMS	N/A
1b	Serious foul play with high risk of injury	<ul> <li>A tackle or challenge for the ball that:</li> <li>endangers the safety of an opponent, or</li> <li>uses excessive force or brutality, and</li> <li>carries a high risk of injury.</li> </ul>	AMS plus 2 Matches	AMS plus 3 Matches
2a	Violent conduct	<ul> <li>When not challenging for the ball:</li> <li>uses or attempts to use excessive force or brutality against a person, or</li> <li>deliberately strikes another person unless the force is negligible.</li> </ul>	AMS plus 1 Matches	AMS plus 2 Matches
2b	Serious violent conduct	<ul> <li>When not challenging for the ball:</li> <li>uses or attempts to use excessive force or brutality against a person, or</li> <li>deliberately strikes the head or face of another person with a hand or arm unless the force is negligible.</li> </ul>	AMS plus 4 Matches	AMS plus 6 Matches
За	Spits at a Player or other person (excluding a Match Official)	Spits in the direction of another person but the spittle does not strike any part of the other person's body or clothes.	AMS plus 5 Matches	AMS plus 7 Matches

3b	Spits on a Player or other person (excluding a Match Official)	Spits in the direction of another person and the spittle strikes part of the other person's body or clothes but not including the face or head.	AMS plus 8 Matches	AMS plus 10 Matches
3с	Spits on the face of a Player or other person (excluding a Match Official)	Spits in the direction of another person and the spittle strikes the other person's face or head.	AMS plus 11 Matches	AMS plus 14 Matches
3d	Bites a Player or other person (excluding a Match Official)	Bites another person excluding the neck, face or head regardless of whether there is direct contact with the skin or with the clothes.	AMS plus 8 Matches	AMS plus 10 Matches
Зе	Bites a Player or other person on the neck, face or head (excluding a Match Official)	Bites another person on the neck, face or head regardless of whether there is direct contact with the skin or with the clothes.	AMS plus 11 Matches	AMS plus 14 Matches
4	Uses discriminatory language or gestures including racist, religious, ethnic or sexist language or gestures	<ul> <li>Uses language or a gesture that is:</li> <li>Racist;</li> <li>Religiously discriminatory;</li> <li>Ethnically discriminatory;</li> <li>Sexist;</li> <li>In any way discriminatory based on a property of a person; or</li> <li>May reasonably be inferred to belong to any of the above categories</li> </ul>	AMS plus 4 Matches	AMS plus 6 Matches
5	Incites a brawl or melee	Performs an action that causes three or more other persons to engage in a physical confrontation. The person committing this Offence need not participate in the physical confrontation for the Offence to be committed.	AMS plus 5 Matches	AMS plus 7 Matches
6a	Causes the abandonment of a Match (Player or Team Official)	Performs an act or makes an omission that causes the Match Official to abandon a Match.	Forfeit plus: AMS plus 7 Matches	Forfeit plus: AMS plus 10 Matches

6b	Causes the abandonment of a Match (Club, Team or non-participating Club Associate – Senior NPL, State Leagues, or Amateur Leagues)	Performs an act or makes an omission that causes the Match Official to abandon a Match.	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
бс	Causes the abandonment of a Match (Club, Team or non-participating Club Associate - Metropolitan or Masters Leagues	Performs an act or makes an omission that causes the Match Official to abandon a Match.	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-participating Club Associate – Junior Leagues)	Performs an act or makes an omission that causes the Match Official to abandon a Match.	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	Denies the opposing team a goal or an obvious goal-scoring opportunity by committing an Offence.	AMS	N/A
8	Uses offensive, insulting or abusive language and/or gestures	Uses language or a gesture that is offensive, abusive or insulting but is not in the category of Offence number 4.	AMS	N/A
9	Receives 2 Yellow Cards in the same Match	A Player or Team Official is shown 2 Yellow Cards in the same Match.	AMS	N/A

### TEAM OFFICIAL OFFENCES

Offence No	Offence Name	Description	Penalty	Tribunal Penalty
10	Entering the field of play to interfere with play or an opposing Player or to confront a Match Official	<ul> <li>A Team Official:</li> <li>Enters the field of play when the Match is in progress to interfere with play or a Player.</li> </ul>	AMS	N/A

		• Enters the field of play to confront a Match Official including at half-time and full-time.		
11	Unauthorised exit from the Technical Area to act aggressively or confrontationally	Deliberately leaves their own Technical Area to act in a provocative or inflammatory manner, or enter the opposing Technical Area in an aggressive or confrontational manner, or to enter the video operation room	AMS	N/A
12	Uses offensive, insulting or abusive language and/or gestures	Uses language or a gesture that is offensive, abusive or insulting but is not in the category of Offence number 4.	AMS	N/A
13	Violent conduct	<ul> <li>uses or attempts to use excessive force or brutality against a person, or</li> <li>deliberately strikes another person unless the force is negligible.</li> </ul>	AMS plus 1 Matches	AMS plus 2 Matches
13a	Serious violent conduct	<ul> <li>uses or attempts to use excessive force or brutality against a person, or</li> <li>deliberately strikes the head or face of another person with a hand or arm unless the force is negligible.</li> </ul>	AMS plus 4 Matches	AMS plus 6 Matches
14	Deliberately throwing or kicking an object onto the field of play	A deliberate act applying force to an object that results in that object entering the field of play.	AMS	N/A
15	Unauthorised use of electronic or communication equipment	Uses unauthorised electronic or communication equipment or behaves in an inappropriate manner as the result of using electronic or communication equipment.	AMS	N/A
16	Delaying the restart of play by the opposing team	Holds onto the ball, kicks the ball away, obstructs the movement of a Player or acts in any other way that delays the restart of play by the opposing team.	AMS	N/A

17	Uses discriminatory language or gestures including racist, religious, ethnic or sexist language or gestures	<ul> <li>Uses language or a gesture that is:</li> <li>Racist;</li> <li>Religiously discriminatory;</li> <li>Ethnically discriminatory;</li> <li>Sexist;</li> <li>In any way discriminatory based on a property of a person; or</li> <li>May reasonably be inferred to belong to any of the above categories</li> </ul>	AMS plus 4 Matches	AMS plus 6 Matches
18a	Spits at a Player or other person (excluding a Match Official)	Spits in the direction of another person but the spittle does not strike any part of the other person's body or clothes.	AMS plus 5 Matches	AMS plus 7 Matches
18b	Spits on a Player or other person (excluding a Match Official)	Spits in the direction of another person and the spittle strikes part of the other person's body or clothes but not including the face or head.	AMS plus 8 Matches	AMS plus 10 Matches
18c	Spits on the face of a Player or other person (excluding a Match Official)	Spits in the direction of another person and the spittle strikes the other person's face or head.	AMS plus 11 Matches	AMS plus 14 Matches
18d	Bites a Player or other person (excluding a Match Official)	Bites another person excluding the neck, face or head regardless of whether there is direct contact with the skin or with the clothes.	AMS plus 8 Matches	AMS plus 10 Matches
18e	Bites a Player or other person on the neck, face or head (excluding a Match Official)	Bites another person on the neck, face or head regardless of whether there is direct contact with the skin or with the clothes.	AMS plus 11 Matches	AMS plus 14 Matches

### OFFENCES AGAINST A MATCH OFFICIAL

Offence No	Offence Name	Description	Penalty	Tribunal Penalty
19	Uses offensive, insulting or abusive language and/or gestures against a Match Official	Uses language or a gesture that is offensive, abusive or insulting but is not in the category of Offence number 4.	AMS	N/A
20	Unsporting behaviour towards a Match Official	Exhibits behaviour that is beyond offensive, insulting or abusive but falls short of using threatening or intimidating language or gestures.	AMS plus 3 Matches	AMS plus 4 Matches
21	Uses threatening or intimidating language and/or gestures towards a Match Official	<ul> <li>Uses language or a gesture towards a Match Official that is:</li> <li>Threatening, or</li> <li>Intimidating, or</li> <li>Could be reasonably assumed to be threatening or intimidating</li> <li>but is not in the category of Offence 22</li> </ul>	AMS plus 4 Matches	AMS plus 6 Matches
22	Uses discriminatory language or gestures including racist, religious, ethnic or sexist language or gestures	<ul> <li>Uses language or a gesture that is:</li> <li>Racist;</li> <li>Religiously discriminatory;</li> <li>Ethnically discriminatory;</li> <li>Sexist;</li> <li>In any way discriminatory based on a property of a person; or</li> <li>May reasonably be inferred to belong to any of the above categories</li> <li>and the conduct is directed towards a Match Official.</li> </ul>	AMS plus 7 Matches	AMS plus 9 Matches
23	Recklessly makes contact with a Match Official	<ul><li>A person makes contact with a Match Official, and</li><li>The contact is not negligible, and</li></ul>	AMS plus 11 Matches	AMS plus 14 Matches

		• The contact is made recklessly,		
		but is not in the category of Offence 25		
24a	Spits at a Match Official	Spits in the direction of a Match Official but the spittle does not strike any part of the Match Official's body or clothes.	12 months suspension including the AMS	18 months suspension including the AMS
24b	Spits on a Match Official	Spits in the direction of a Match Official and the spittle strikes part of the Match Official's body or clothes but not including the face or head.	18 months suspension including the AMS	24 months suspension including the AMS
24c	Spits on the face of a Match Official	Spits in the direction of a Match Official and the spittle strikes the Match Official's face or head.	24 months suspension including the AMS	36 months suspension including the AMS
24d	Bites a Match Official	Bites a Match Official excluding the neck, face or head regardless of whether there is direct contact with the skin or with the clothes.	18 months suspension including the AMS	24 months suspension including the AMS
24e	Bites a Match Official on the neck, face or head	Bites a Match Official on the neck, face or head regardless of whether there is direct contact with the skin or with the clothes.	24 months suspension including the AMS	36 months suspension including the AMS
25	Assault of a Match Official	Performs an Assault as defined in Article 3 and the person who is Assaulted is a Match Official.	Minimum: 6 months suspension including the AMS. Maximum: 10 years suspension including the AMS	Minimum: 12 months suspension including the AMS Maximum: Life suspension

### TEAM MISCONDUCT

Offence No	Offence Name	Description	Penalty	Tribunal Penalty
26a	Five or more Players or Team Officials	Five or more yellow or red cards that include zero,	N/A	First Offence - \$200
	cautioned or sent off in a single	one or two red cards against five or more different		

	Match (Senior NPL, State or Amateur teams)	individuals. If there are three or more red cards, Offence 27a applies instead.		An additional \$100 for each subsequent Offence
26b	Five or more Players or Team Officials cautioned or sent off in a single Match (Metropolitan or Masters teams)	Five or more yellow or red cards that include zero, one or two red cards against five or more different individuals. If there are three or more red cards, Offence 27b applies instead.	N/A	First Offence - \$100 An additional \$100 for each subsequent Offence
26c	Five or more Players or Team Officials cautioned or sent off in a single Match (Junior teams)	Five or more yellow or red cards that include zero, one or two red cards against five or more different individuals. If there are three or more red cards, Offence 27c applies instead.	N/A	First Offence - \$50 An additional \$50 for each subsequent Offence
27a	Three or more Players or Team Officials sent off in a single Match (Senior NPL, State or Amateur teams)	Three or more red cards against three or more different individuals. If there are sufficient red cards issued to cause the abandonment of a Match, Offence 6b also applies.	N/A	First Offence - \$200 An additional \$100 for each subsequent Offence
27b	Three or more Players or Team Officials sent off in a single Match (Metropolitan or Masters teams)	Three or more red cards against three or more different individuals. If there are sufficient red cards issued to cause the abandonment of a Match, Offence 6c also applies.	N/A	First Offence - \$100 An additional \$100 for each subsequent Offence
27c	Three or more Players or Team Officials sent off in a single Match (Junior teams)	Three or more red cards against three or more different individuals. If there are sufficient red cards issued to cause the abandonment of a Match, Offence 6d also applies.	N/A	First Offence - \$50 An additional \$50 for each subsequent Offence
28a	Collective show of dissent towards a Match Official or collective intimidation, threats or exertion of pressure on a Match Official (Senior NPL, State or Amateur teams)	<ul> <li>Two or more Club Associates from a team collectively:</li> <li>Show dissent, or</li> <li>Intimidate, or</li> <li>Threaten, or</li> <li>Exert pressure</li> </ul>	\$100 for the first Offence An additional \$100 for each subsequent Offence	First Offence - \$200 An additional \$100 for each subsequent Offence

		and the subject of this conduct is a Match Official		
28b	Collective show of dissent towards a Match Official or collective intimidation, threats or exertion of pressure on a Match Official (Metropolitan or Masters teams)	<ul> <li>Two or more Club Associates from a team collectively:</li> <li>Show dissent, or</li> <li>Intimidate, or</li> <li>Threaten, or</li> <li>Exert pressure</li> <li>and the subject of this conduct is a Match Official</li> </ul>	\$100 for the first Offence An additional \$100 for each subsequent Offence	First Offence - \$200 An additional \$100 for each subsequent Offence
28c	Collective show of dissent towards a Match Official or collective intimidation, threats or exertion of pressure on a Match Official (Junior teams)	<ul> <li>Two or more Club Associates from a team collectively:</li> <li>Show dissent, or</li> <li>Intimidate, or</li> <li>Threaten, or</li> <li>Exert pressure</li> <li>and the subject of this conduct is a Match Official</li> </ul>	\$20 for the first Offence An additional \$20 for each subsequent Offence	First Offence - \$40 An additional \$40 for each subsequent Offence

### OTHER MISCONDUCT

Offence No	Offence Name	Description	Penalty	Tribunal Penalty
29	Temporarily refuses to leave or unreasonably delays leaving the field of play, the technical area or the surrounds of the field of play after being shown a red card	<ul> <li>Temporarily refuses to leave, or</li> <li>Unreasonably delays leaving; or</li> <li>Temporarily returns to the field of play, technical area or surrounds of the field of play</li> <li>If the referee abandons the Match as a result of a person's refusal to leave, the person is charged with</li> <li>Offence 6a instead and the Penalty imposed for</li> <li>Offence 6a is in addition to the Penalty for the original Offence</li> </ul>	2 Matches in addition to the Suspension imposed by the original Offence	3 Matches in addition to the Suspension imposed by the original Offence

30a	Entry on to the field of play by a non- participating Club Associate or spectator during a Match (Senior NPL, State or Amateur teams)	Unauthorised entry onto the field of play by a person other than a Player or Team Official while a Match is in progress. It is not a defence to argue that another person had entered the field of play beforehand.	\$300 (Club)	\$500 (Club)
30b	Entry on to the field of play by a non- participating Club Associate or spectator during a Match (Metropolitan or Masters teams)	Unauthorised entry onto the field of play by a person other than a Player or Team Official while a Match is in progress. It is not a defence to argue that another person had entered the field of play beforehand.	\$200 (Club)	\$300 (Club)
30c	Entry on to the field of play by a non- participating Club Associate or spectator during a Match (Junior teams)	Unauthorised entry onto the field of play by a person other than a Player or Team Official while a Match is in progress. It is not a defence to argue that another person had entered the field of play beforehand.	\$100 (Club)	\$200 (Club)
31	Discriminatory, harassing or abusive language, gestures or conduct	One or more Club Associates or spectators use discriminatory, harassing or abusive language, gestures or conduct	\$200 (Club)	\$300 (Club)
32	Failure to comply with the terms of entry of a venue	Fails to comply with the terms of entry of a venue, or A Club Associate is consuming alcohol or tobacco products outside of a designated area at a Club	\$200 (Club)	\$300 (Club)
33a	Projection of a missile onto the field of play or at other people ((NPL, State or Amateur Leagues)	Forcibly propels any object by hand or any other part of the body onto the field of play or at other people in a deliberate, reckless or careless manner	\$300 (Club)	\$500 (Club)
33b	Projection of a missile onto the field of play or at other spectators or officials Metropolitan or Masters Leagues)	Forcibly propels any object by hand or any other part of the body onto the field of play or at other people in a deliberate, reckless or careless manner	\$200 (Club)	\$300 (Club)

33c	Projection of a missile onto the field of play or at other spectators or officials (Junior Leagues)	Forcibly propels any object by hand or any other part of the body onto the field of play or at other people in a deliberate, reckless or careless manner	\$100 (Club)	\$200 (Club)
34	Lighting a flare	Lights a flare or any other device that produces a flame before, during or after a Match	\$3,000 (Club)	\$5,000 (Club)
35	Fielding a Player or Team Official in a Match using a name that is not his own	A Player or Team Official participates in a Match while listed on a team sheet under a name that is not his own and that listing under another name has been reckless or intentional	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 Termination of Participation Agreement or expulsion from Competitions 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 Termination of Participation Agreement or expulsion from Competitions for the third Offence
36	Acting in a manner prejudicial to the interests of the game or Football West	Acts or makes an omission that compromises or is intended to compromise the integrity or reputation of Football or Football West or in any way is intended to malign the interests of Football or Football West.	At the discretion of Football West and in accordance with Article 21.5 of the FFA constitution	At the discretion of the Tribunal
37	Breach of the these Regulations, the Code of Conduct, the Spectator Code of Behaviour or any other regulatory document published by FIFA, FFA or Football West as applicable from time to time	Any breach of the Laws not otherwise covered by these Regulations.	At the discretion of Football West and in accordance with Article 21.5 of the FFA constitution	At the discretion of the Tribunal

38	Breach of Competition Rules	Any breach of the Competition Rules as set out in	As set out in the	At the discretion of the
		those Competition Rules	competition rules	Tribunal

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

# Schedule 2 – Prescribed Forms