



**FOOTBALL  
WEST**

Disciplinary &  
Grievance Regulations  
2023

**Effective From January 2023**

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

#### FA Documents

- FA Constitution
- National Registration Regulations
- National Disciplinary Regulations
- FA Grievance Procedure By-Law
- National Arbitration Tribunal Regulations
- FA Judicial Bodies By-Law
- National Code of Conduct and Ethics
- National Member Protection Framework
- 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
- Long Term Injury Policy

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## Article 1 – Introduction

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1. All Clubs and Club Associates are bound by these Regulations, the FA Constitution, the FA Grievance Procedure By-Law, the FA Judicial Bodies By-Law and the FA National Arbitration Tribunal Regulations.
2. Football West is bound by these Regulations, the FA Constitution, the FA Grievance Procedure By-Law, the FA Judicial Bodies By-Law and the FA 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 in any way limit or restrict the application of the FIFA Statutes, AFC Statutes or FA National Code of Conduct and Ethics for conduct or behaviour of a Club Associate which occurs outside the authority of these Regulations generally. For the avoidance of doubt, a regulatory body other than Football West to which Football West is bound may decide to impose a Penalty or apply a charge of Misconduct.

## Article 2 – Objectives

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The objectives of these Regulations are:

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 deter conduct which constitutes an Offence, such as unsporting behaviour, violence, and discrimination on any grounds including race, gender, religion, impairment and sexual orientation or conduct which detrimentally affects the reputation of Football and Football West.

## Article 3 – Definitions

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### 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.

**AFC Statute** means any regulations or documents that relevantly affect Football West competitions as published by the AFC

**Amateur** has the meaning set out in the National Registration, Status and Transfer 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.

**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 21.

**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.

**Australia Cup (formally FFA Cup)** means the Competition administered by FA, in respect of which preliminary rounds are set out in Annexure 8 of the Competition Rules.

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

**Automatic Match Suspension** or **AMS** means a Match Suspension that arises from a Player's participation in a Match in which that Player commits a Red Card Offence or multiple yellow card offences (which have accumulated) 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 registered through Football Australia and recognised by Football West who nominates and coordinates one (1) or more Teams to participate in Competitions; or
- b) any legal entity deemed to be a Club by Football West.

**Club Assistant Referee** means a volunteer 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, in respect of a Club, any of the following:

- Club Official;
- Team Official;
- Non-playing member of a Club;
- Supporter of a Club when that person(s) is on the grounds before, during and after a relevant

Match; and

- Player.

**Club Official** means, in respect of a Club, any of the following:

- a Club office bearer;
- a coach of a Club Team;
- a manager of a Club Team;
- a physiotherapist for a Club Team;
- A 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 Management Systems (CMS)** means the platforms utilised by Football West for the purposes of Competition management and Player registrations.

**Competition Rules** means the rules governing Competitions as approved by the Football West board and published on the Football West website from time to time.

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

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

**Constitution** means the constitution of Football West in force from time to time 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 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

**Extended Suspension Notice** has the meaning set out in Article 24.11.

**FA** means Football Australia.

**FFA Number**, or **FA Number** means the unique identification number issued to each person who has registered with Football Australia.

**FIFA** means Fédération Internationale de Football Association.

**Football** means:

- (a) "Association Football" as defined by FIFA from time to time; and
- (b) modified football, indoor football, 5-a-side football, futsal, beach football, walking football; and
- (c) 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 19 of these Regulations

**Grievance** means a dispute between two (2) or more parties who have a direct connection to Football in Western Australia concerning a dispute related to Football in Western Australia that has been escalated pursuant to the Complaints Policy. A Grievance does not include a dispute in relation to:

- (a) a request to block a Player's de-registration as a result of unpaid fees; or
- (b) a request that Football West enforce a Competition Rule.

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

**GST** means Goods and Services Tax imposed under the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

**Indirect Red Card** means a Red Card issued to a Player as a result of the Player 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, FA or Football West 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** means any of the following officials appointed by Football West:

- referee
- assistant referee
- fourth official
- additional assistant referee
- reserve assistant referee
- video assistant referee
- assistant video assistant referee
- referee assessor
- Match Commissioner
- A Football West Staff Member performing official duties at any Match or event organised by Football West may be deemed to be a Match Official for the purposes of identifying any activity which does not form part of a Match Official Report or for any Offences committed against Match Officials.
- Any other person designated by Football West as a Match Official, either before or after a

Match, which includes a non-accredited volunteer referee chosen by a Club to preside over a Match or any person who acts in any capacity analogous to any of the person(s) set out above, in circumstances where a Football West appointed Match Official is absent or unable to continue performing their role during a Match.

**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 Match Commissioner;
- any other report or statement received from a Match Official.

**Match Suspension** means a Suspension issued by reference to a number of Matches.

**Member Federation** means either Football West, Football New South Wales, Football Victoria, Football Queensland, Northern New South Wales Football, Football South Australia, Football 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 twelve (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 the incorrect person has been identified as being responsible for an action or an Offence.

**National Association** means the body responsible for the administration of Football on a national level in any country other than Football Australia and recognised as such by FIFA.

**National Premier Leagues** (or **NPLs**) 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 pre-season Competitions run by Football West prior to the Regular Season and set out in Annexure 7 of the Competition Rules.

**Offence** means an offence set out in the Table of Offences.

**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 a season.



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

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

**Player** means any person who is, from time to time, registered with a Club or 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 identifies a Player and their FA registration number.

**Player Disciplinary History** means a record of any previous Offences, contested and uncontested, that a Player has committed but does not include Offences, contested and uncontested, for which a Player has not been found guilty by a Tribunal or Football West.

**Player Eligibility Protest** means a formal challenge to 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 a Football West 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 or she has been sent off.

**Red Card Offence** means any of the categories of Red Card which are set out in Article 7.1 of these regulations.

**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 any Competition Season which consists of various leagues and cups (as applicable) but does not include any pre-season competitions or the Night Series competition.

**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 (who may be registered with different Clubs) 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 in force from time to time as 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.

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

**Serious Offence** means:

- any single Offence set out in the Table of Offences which carries a first offence Penalty of a Suspension of more than four (4) Matches;
- any Offence involving violent conduct other than Offence 2a, subject to the final dot point in this list;
- a breach of the Football West Code of Conduct;
- a breach of the National Code of Conduct and Ethics;
- a breach of the National Member Protection Framework; or
- any misconduct that is deemed by Football West to be of an exceptionally serious nature and communicated as such to the relevant Club in respect of a person who commits that Offence;

**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 statutes and Regulations published by FA or FIFA from time to time.

**Suspension** has the meaning set out in Article 24.

**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 by reference to:

- a) a commencement date; and
- b) either an end date or a time period of days, months or years from the commencement date.

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

**Tribunal Member** means a person appointed to a 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.

**Weekend** means the period from 5:00pm on the last Business Day of a week until 8:00am on the first Business Day of the next week.

**Womens Competitions** means Womens Community Competitions and NPLWA-W Competition

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

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

**Zone Representative** means a person elected or appointed as such in accordance with the By-

laws.

## 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

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### 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 FA National Disciplinary Regulations and clause 8 of the FA 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 FA 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 FA, the Sport West Dispute Support Services or a court of law.

## Article 5 – Investigation and Charges

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1. Notwithstanding any other provision in any other Law, Football West may investigate any alleged Misconduct.
2. Such investigation may be initiated on the basis of a Match Official Report, a complaint by a Club, a report of any other person, or 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. Football West maintains the authority to request all raw video footage in relation to an incident under investigation.
5. Failure to provide information to Football West in accordance with paragraphs 3 & 4 within the timeframe set out in the request, is itself a breach of these Regulations. The non-compliant party may be deemed to have engaged in misconduct for the purposes of the Regulations and subject to Penalty at the discretion of Football West.
6. 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) it is to be dealt with in any other manner which Football West deems appropriate; or
  - g) no action is to be taken.

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

7. Subject to these Regulations, any of the following people may bring a charge of Misconduct against a Club, Club Associate or a Match Official:
  - a) The Chief Executive Officer (CEO) of Football West;
  - b) The General Manager – Football of Football West;
  - c) The Disputes & Governance Officer of Football West or
  - d) A Football West employee authorised in writing by either the CEO of Football West or the General Manager – Football of Football West.
  
8. Football West, in its absolute discretion, may refer any matter it determines to be important to the interests of Football in Western Australia, Football West or FA 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.

## Article 6 – Yellow Card Offences by Players

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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
Y7	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 (4) Yellow Cards in the Regular Season (NPL, State Leagues, NPL Juniors) must serve an Automatic Match Suspension of one (1) Match regardless of the Competition in which the cards were accrued.
4. A Player who accumulates five (5) Yellow Cards in the Regular Season (Amateur, Metro, Masters, Women's, Community Juniors) must serve an Automatic Match Suspension of one (1) Match regardless of the Competition in which the cards were accrued.
5. A Player who accumulates eight (8) Yellow Cards in the Regular Season (NPL, State Leagues, NPL Juniors) must serve an Automatic Match Suspension of two (2) Matches regardless of the Competition in which the cards were accrued.

A Player who accumulates ten (10) Yellow Cards in the Regular Season (Amateur, Metro, Masters,

Women's, Community Juniors) must serve an Automatic Match Suspension of two (2) Matches regardless of the Competition in which the cards were accrued.

6. A Player who accumulates twelve (12) Yellow Cards in the Regular Season (NPL, State Leagues, NPL Juniors) must serve an Automatic Match Suspension of three (3) Matches regardless of the Competition in which the cards were accrued.
7. A Player who accumulates fifteen (15) Yellow Cards in the Regular Season (Amateur, Metro, Masters, Women's, Community Juniors) must serve an Automatic Match Suspension of three (3) Matches regardless of the Competition in which the cards were accrued.
8. A Player who accumulates sixteen (16) Yellow Cards in the Regular Season (NPL, State Leagues, NPL Juniors) must serve an Automatic Match Suspension of four (4) Matches regardless of the Competition in which the cards were accrued.
9. A Player who accumulates twenty (20) Yellow Cards in the Regular Season (Amateur, Metro, Masters, Women's, Community Juniors) must serve an Automatic Match Suspension of four (4) Matches regardless of the Competition in which the cards were accrued.
10. A Player who accumulates two (2) Yellow Cards in a pre-season Competition, post-season Competition or finals series must serve an Automatic Match Suspension of one (1) Match.
11. Yellow Cards received during any Australia Cup Match will not count toward the accumulation of Yellow Cards received in Competitions.
12. The accumulation of Yellow Cards, that does not result in a Suspension in accordance with paragraphs 3 to 10 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 or Top 4 Cup.
13. If a Player receives two (2) Yellow Cards in a single Match and therefore receives an Indirect RedCard, the two (2) Yellow Cards must not be included in the Player's accumulated total of YellowCards as described in paragraphs 3 to 10.
14. 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 10.
15. A single Yellow Card received during a friendly or Representative Match does not accumulate towards future Competition Matches.
16. 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

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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:
    - (i) inside the perimeter fence or barrier; or
    - (ii) within twenty (20) metres of the perimeter or barrier; or
    - (iii) within twenty (20) metres of the field of play in circumstances where no perimeter fence or barrier is present, until at least fifteen (15) minutes following the end of the Match.
  - b) must serve an Automatic Match Suspension; and
  - 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 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 (1) Match.
9. A Player who accumulates two (2) Red Cards in a Competition Season must serve an Automatic Match Suspension of two (2) Matches.

10. A Player who accumulates three (3) Red Cards in a Competition Season must serve an Automatic Match Suspension of three (3) Matches.
11. A Player who accumulates four (4) Red Cards in a Competition Season must serve an Automatic Match Suspension of four (4) 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 to a Player during an abandoned Match must be upheld regardless of whether or not the Match is replayed.

#### OBVIOUS ERROR

14. For the purposes of these Regulations, an Obvious Error means a decision by a Match Official to:
  - i. issue a Direct Red Card; or
  - ii. expel a Team Official,where the decision is one that no reasonable Match Official, in the possession of all the facts, could reasonably have made.
15. Where on the basis of:
  - a) video and/or audio evidence; and
  - b) Match Official Reports,(but not any written statement or still photograph) Football West believes in its sole and absolute discretion that an Obvious Error may have been made by a Match Official in a Match, then Football West may investigate, through its official match review panel, whether, through referral or otherwise, an Obvious Error has been made.
16. If, it is determined By Football West that an Obvious Error has been made, Football West will make a determination that:
  - a) 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
  - b) in the case of a Team Official, the Team Official is not required to serve the Automatic Match Suspension.
17. 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 issued but the Tribunal must not expunge the Red Card or the Automatic Match Suspension from the Player's Disciplinary History.
18. For the avoidance of doubt, there is no right of appeal or other review of any determination made pursuant to paragraphs 14-17 in regard to Football West's decision as to whether an Obvious Error has occurred.



## MATCH REVIEW PANEL

19. In accordance with the National Disciplinary Regulations, Football West through its official Match Review Panel may review footage of any Match to determine whether a Red Card Offence has been committed during the Match. The Match Review Panel will have the authority to sanction participants in incidents where:
  - a) An Obvious Error has been made by the Match Official, which can be either the issuing of a Direct Red Card when no card was warranted, or expelling a Team Official when no expulsion was warranted; or
  - b) At the discretion of the Competitions Administrator, a serious infringement or incident occurred that has escaped the attention of the Match Official; or
  - c) At the discretion of the Competitions Administrator, a serious incident has occurred outside the field of play that escaped the attention of the Match Official or Ground Officials.
20. If the Match Review Panel determines that a Red Card Offence or Misconduct has taken place:
  - a) Football West must contact the Match Official to determine whether the Match Official took action (including noting the conduct and not addressing said conduct) concerning the Offence or Misconduct alleged during the Match; and
  - b) If it is established that the incident escaped the attention of the Match Official, Football West may (in its sole discretion) issue an infringement notice as if the Referee had awarded a Red Card for the Offence or Misconduct during the Match.

## Article 8 – Yellow Card Offences by Team Officials

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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 limitation on the ability of a referee to issue a caution.

2. A Team Official who accumulates four (4) Yellow Cards in the Regular Season (NPL, State League) must serve an Automatic Match Suspension of one (1) Match regardless of the

Competition in which the cards were accrued.

3. A Team Official who accumulates five (5) Yellow Cards in the Regular Season (Amateur, Metro, Masters, Women's) must serve an Automatic Match Suspension of one (1) Match regardless of the Competition in which the cards were accrued.
4. A Team Official who accumulates eight (8) Yellow Cards in the Regular Season (NPL, State League) must serve an Automatic Match Suspension of two (2) Matches regardless of the Competition in which the cards were accrued.
5. A Team Official who accumulates ten (10) Yellow Cards in the Regular Season (Amateur, Metro, Masters, Women's) must serve an Automatic Match Suspension of two (2) Matches regardless of the Competition in which the cards.
6. A Team Official who accumulates twelve (12) Yellow Cards in the Regular Season (NPL, State League) must serve an Automatic Match Suspension of three (3) Matches regardless of the Competition in which the cards were accrued.
7. A Team Official who accumulates fifteen (15) Yellow Cards in the Regular Season (Amateur, Metro, Masters, Women's) must serve an Automatic Match Suspension of three (3) Matches regardless of the Competition in which the cards.
8. A Team Official who accumulates sixteen (16) Yellow Cards in the Regular Season (NPL, State League) must serve an Automatic Match Suspension of four (4) Matches regardless of the Competition in which the cards were accrued.
9. A Team Official who accumulates twenty (20) Yellow Cards in the Regular Season (Amateur, Metro, Masters, Women's) must serve an Automatic Match Suspension of four (4) Matches regardless of the Competition in which the cards.
10. A Team Official who accumulates two (2) Yellow Cards in a pre-season Competition, post-season Competition or finals series must serve an Automatic Match Suspension of one (1) Match.
11. Yellow Cards received during the Australia Cup will not count toward the accumulation of Yellow Cards received in Competitions.
12. The accumulation of Yellow Cards that does not result in a Suspension in accordance with paragraphs 2 to 10 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.
13. If a Team Official receives two (2) Yellow Cards in a single Match and therefore receives an Indirect Red Card, the two (2) Yellow Cards must not be included in the Team Official's accumulated total of Yellow Cards as described in paragraphs 2 to 10.
14. 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 2 to 10.

## Article 9 – Red Card Offences by Team Officials

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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 limitation 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; or
    - (ii) within at least twenty (20) metres of the perimeter or barrier; or
    - (iii) within twenty (20) metres of the field of play in circumstances where no perimeter fence or barrier is present
 until at least fifteen (15) minutes following the end of the Match;
  - b) must serve an Automatic Match Suspension; and
  - 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 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 (1) Match.
10. A Team Official who accumulates two (2) Red Cards in a Competition Season must serve an Automatic Match Suspension of two (2) Matches.
11. A Team Official who accumulates three (3) Red Cards in a Competition Season must serve an Automatic Match Suspension of three (3) Matches.
12. A Team Official who accumulates four (4) Red Cards in a Competition Season must serve an Automatic Match Suspension of four (4) 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 to a Team Official during an abandoned Match must be upheld regardless of whether or not the Match is replayed.

### Article 10 – Team Misconduct

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1. A Team that has five (5) 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 (3) 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

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1. If Football West determines that a Club is guilty of persistent serious offending, Football West may terminate the Participation Agreement between Football West and the Club or expel the Club from Competitions.
2. Persistent serious offending includes, but is not limited to:
  - a) causing the abandonment of a Match on three (3) or more occasions in a single Competition Season;
  - b) causing the abandonment of a Match on six (6) or more occasions in any three (3) Competition Seasons;
  - c) being guilty of Offence 35 (See Table of Offences) on three (3) or more occasions in any number of Competition Seasons;

- d) Club Associates being involved in mass brawls or melees on three (3) or more occasions in a single Competition Season; and
  - e) Club Associates being involved in mass brawls or melees on six (6) or more occasions in any three (3) Competition Seasons.
3. If Football West terminates a Club's Participation Agreement or expels a Club from Competitions in accordance with paragraph 1, the Club may request that Football West's action matter be referred to the Disciplinary Tribunal in accordance with Article 17.

### THREE STRIKE POLICY

4. The Three (3) Strike Policy, defined in Schedule 3 applies to all Clubs and Teams in all Competitions.
5. Disciplinary action taken against a Club or Team as a consequence of a Strike will be in addition to and separate from any Disciplinary action taken against the individual who commits the actual Offence. For the avoidance of doubt, the Offences which are subject to the Three (3) Strike Policy are identified in Schedule 1 – Table of Offences.

Example: A Player representing your Club commits Offence 22 (Uses discriminatory language or gestures including racist, religious, ethnic or sexist language or gestures towards a Match Official) and is issued a Suspension of AMS plus 7 Matches as per the penalty set out in Schedule 1 – Table of Offences.

As a consequence of the Players actions the Club may be issued with a Strike and may be subject to additional financial and disciplinary sanctions in accordance with paragraph 8.

6. Subject to the Three (3) Strike Policy, any of the following people may issue a Strike against a Club:
- a) The Chief Executive Officer (CEO) of Football West;
  - b) The General Manager – Football of Football West;
  - c) The Disputes & Governance Officer of Football West or
  - d) A Football West employee authorised in writing by either the CEO of Football West or the General Manager – Football of Football West.
7. Strikes issued to a Club for a breach of the Three (3) Strike Policy are at the discretion of Football West.
8. Penalties applied to Clubs for a breach of the Three (3) Strike Policy are at the discretion of Football West and will be applied in accordance with Article 21.5 of the FA Constitution.
9. Participating Clubs remain entitled to challenge any Disciplinary Infringement Notice issued pursuant to paragraph 8 through the Disciplinary Tribunal process.

## Article 12 – Charges Against Match Officials

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1. A charge against a Match Official must be referred to the Referees Technical Committee in the first instance.
2. After considering a charge against a Match Official, the Referees Technical Committee may refer the charge to the Disciplinary Tribunal. Football West may require the Referees Technical Committee to reconsider a charge if it is of the opinion that the matter has not been adequately addressed by the Referees Technical Committee.
3. Subject to paragraph 2, 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 Match Official may appeal a Penalty imposed on them by either the Referees Technical Committee or the Disciplinary Tribunal by lodging an appeal with the Appeal Tribunal.

## Article 13 – Mistaken Identity

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1. It is the responsibility of each Club to review the Match data of each of its Matches as recorded on the Competition Management System. If a Club believes that a 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 identity of the Player or Official in the Referee Incident Report on the basis of mistaken identity by submitting prescribed form 1 within two (2) Business Days of the date of the Disciplinary Infringement Notice.
2. 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 to Football West within two (2) Business Days of the date of the Disciplinary Infringement Notice.
3. 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, identifying by name to the best of their knowledge, the Player, Team Official or Club Associate responsible,and one of:
  - b) a signed written statement by a 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 by name, to the best of its knowledge, the Player, Team Official or Club Associate responsible for the Offence.
4. Football West will not accept any claim for Mistaken Identity that does not comply with paragraph 4. 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.
5. Football West may investigate a claim of Mistaken Identity at a Match by seeking further information from the Match Officials as to the Player, Team Official or Club Associate referred

to in the Referee Incident Report.

6. Football West will consider written statements and any other relevant information provided in support of a challenge under paragraph 3 to determine, on the balance of probabilities, whether the claim for Mistaken Identity is rejected or upheld.
7. Football West will issue the Club with a determination on a challenge under paragraph 3 using prescribed form 2.
8. If Football West rejects a challenge under paragraph 3 and 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.
9. If Football West rejects a challenge under paragraph 3 and 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 16.1.
10. If Football West upholds a challenge under paragraph 3, the Yellow Card or Red Card issued to the Player will be expunged from the Player's Disciplinary History and any Disciplinary Infringement Notice issued against a Player, Team Official or Club Associate will be rescinded.
11. If Football West upholds a challenge under paragraph 3 and makes a finding in respect of the actual offender, Football West may determine the Penalty and issue a Disciplinary Infringement Notice to the actual offender pursuant to Article 16.
12. If Football West rejects a challenge under paragraph 3, the Club may appeal the decision by lodging an application to the Disciplinary Tribunal within five (5) Business Days of receiving notice of Football West's decision to reject the challenge.

## Article 14 – Player Eligibility

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1. Players must meet all of the eligibility criteria set out in the Competition Rules for the competitions in which they compete, subject to any exemptions including those granted by Football West.
2. If a Club believes that a Player has played while ineligible, it must inform Football West by 5:00 pm on the fifth Business Day following the completion of the Match using the Incident Report Form found [here](#).
3. Football West may not change the result of a Match because of a player being ineligible unless Football West are notified of the Offence before 5:00pm on the fifth Business Day following the completion of the Match.
4. Football West may not remove Competition points from a Team for an Offence committed during a Match unless Football West is notified of the Offence before 5:00pm on the fifth Business Day following the completion of the Match.
5. Nothing in paragraph 3 or 4 prevents Football West imposing a Penalty on a Player or Team.

## Article 15 – Match Official Reports

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### LODGEMENT

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

### ASSESSMENT

2. Upon receipt of the Match Official Report, Football West must assess the report to determine whether a Player, Team Official or Club Associate has committed an Offence.
3. Subject to paragraph 4, Football West may only take into consideration the contents of the Match Official Report when determining whether a Player, Team Official or Club Associate has committed an Offence.
4. Football West may at its discretion seek further clarification from the Match Official, by way of an addendum to the original Match Official Report, in relation to the contents of the Match Official Report before determining whether a Player, Team Official or Club Associate has committed an Offence. This clarification must be treated as an extension of the original Match Official Report.
5. If, based on the Match Official Report and any addendum to the Match Official Report submitted by the Match Official, Football West is satisfied that a Player, Team Official or Club Associate has committed an Offence, Football West must issue that Player, Team Official or Club Associate with a Disciplinary Infringement Notice in accordance with Article 16.1

### PRESUMPTION OF FACT

6. For the avoidance of doubt, an observation contained in a Match Official Report or in any addendum to a Match Official Report submitted by a Match Official is presumed to be accurate for the purpose of any action taken in relation to alleged Misconduct. The onus is on the party challenging the facts set out in a Match Official Report to establish on the balance of probabilities that the facts are inaccurate or otherwise misrepresent the incident, conduct or event.

## Article 16 – Disciplinary Infringement Notice

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1. Football West must issue a Disciplinary Infringement Notice to the Club of any party who is shown a Red Card, who has accumulated the relevant number of Yellow Cards, or who that has been charged with Misconduct.
2. A Disciplinary Infringement Notice must contain:
  - a) the name of the individual or Club charged;
  - b) in respect of a registered Player or Team Official — their FA Number;
  - c) details of the Match or Football West event where the alleged Offence occurred;
  - d) details of the alleged Offence or Misconduct; and
  - e) the Penalty imposed pursuant to the Table of Offences if applicable.
3. A failure to include any of the requirements in paragraph 2 does not render a Disciplinary Infringement Notice ineffective as long as the notice identifies the individual or Club charged with an alleged Offence or Misconduct.



## CHALLENGING A DISCIPLINARY INFRINGEMENT NOTICE OR RULE BREACH NOTICE

4. Subject to paragraph 5, a person may not challenge a Disciplinary Infringement Notice issued to them.
5. A Club may challenge a Disciplinary Infringement Notice issued to it in accordance with Article 17 on behalf of itself or one of its Club Associates.

## Article 17 – Disciplinary Tribunal

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### 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 as referred by the Referees Technical Committee.
  - b) An allegation that a Match Official has failed to declare an actual or perceived conflict of interest as described in the Competition Rules, as referred by the Referees Technical Committee.
  - c) Matters of Mistaken Identity.
  - d) An application by a Club to review a decision by Football West to terminate its Participation Agreement with the Club or expel the Club from Competitions.
2. The Disciplinary Tribunal specifically does not have jurisdiction to hear:
  - a) a request from a Club for the enforcement of a Competition Rule; or
  - b) a matter that is within the jurisdiction of another Tribunal; or
  - c) any matter not considered under paragraph 1.

### APPOINTMENT AND COMPOSITION OF DISCIPLINARY TRIBUNAL

3. Football West must appoint between one (1) to three (3) people as Tribunal Members of the Disciplinary Tribunal.
4. A person may be appointed a Tribunal Member in respect of both the Disciplinary Tribunal and the General Purposes Tribunal.
5. Football West must appoint one (1) Tribunal Member to be the Chair of each Disciplinary Tribunal.
6. The Chair must be an Australian legal practitioner as defined in clause 5 of the *Legal Profession Act 2008*.
7. A person must not be appointed as a Tribunal Member if the person is currently has been in the previous twelve (12) months:
  - a director of Football West; or
  - an employee of Football West; or
  - a member of any Standing Committee; or
  - a Zone Representative; or

- a member of the Referees Technical Committee; or
  - a life member of Football West; or
  - a Club Official.
8. The Disciplinary Tribunal will ordinarily consist of three (3) Tribunal Members but may, in extraordinary circumstance, consist of one (1) or two (2) Tribunal Members. Subject to Article 21, a Disciplinary Tribunal which consists of less than three (3) Tribunal Members does not invalidate any decision made by that Tribunal.
  9. A matter heard by a Disciplinary Tribunal consisting of less than three (3) Tribunal Members is not in itself a matter for appeal by a party appearing before that Disciplinary Tribunal.

#### TERM

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

#### TRIBUNAL MEMBERS TO BE INDEPENDENT

13. Tribunal Members may not represent a Club in any proceedings before any Football West Tribunal while they are a Tribunal Member.
14. 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 have a relationship with a party to the matter such that the Tribunal Member may be perceived not to be independent.

#### LODGEMENT

15. If a person unsuccessfully challenges a Disciplinary Infringement Notice, the Tribunal may impose the Tribunal Penalty applicable to the conduct rather than the standard Penalty.
16. Only a party that is subject to a Penalty may challenge that Penalty. For clarity this means the party that has been issued with a Disciplinary Infringement Notice setting out a Penalty.
17. A Club or charged party in accordance with paragraph 21(b) electing to challenge a Penalty may do so by lodging a request for Tribunal hearing using Prescribed Form 5.
18. A request for Tribunal hearing must include a written statement outlining the grounds for challenging the Disciplinary Infringement Notice.
19. A request for Tribunal Hearing must be accompanied by the Tribunal hearing fee in accordance with paragraph 39.
20. A request for a Tribunal hearing must be lodged by 5:00pm on the fifth Business Day after the issue of the Disciplinary Infringement Notice.
21. Subject to paragraph 22, 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 a Club Associate.
22. No request for a 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. In such circumstances, all outstanding debt must be settled by 5:00pm on the fifth Business Day after the issue of the Disciplinary Infringement Notice or the Tribunal request will not be accepted.

#### TIMEFRAME FOR LODGEMENT

23. 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 and this will be noted on the Disciplinary Infringement Notice or communicated to Clubs by Football West. 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 receipt of the Disciplinary Infringement Notice.
24. A request for a Tribunal hearing that does not meet the requirements set out in paragraphs 16-23 will not be accepted under any circumstances.

#### ASSESSMENT OF TRIBUNAL HEARING REQUEST

25. Upon receipt of a Tribunal hearing request, Football West's General Manager – Participation, Community and Clubs or Disputes & Governance Officer may, at their discretion, liaise with the Club president or secretary, or person in question if the charged party is not an associate of any Club, to discuss the merits of the request.
26. Provided a Player has not been charged with an Offence against a Match Official, Football West may elect in its sole discretion to postpone the Player's service of a Suspension (except for any AMS), until the Tribunal issues its decision. The exercise of discretion may not be reviewed or challenged.
27. Where a Player's Suspension is postponed until the issue of a Disciplinary Tribunal Result, Football West may request the Player's Club to pay a good behaviour bond as a condition of the postponement. If the Player is charged with Misconduct during the period of postponement, 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 during the Disciplinary Tribunal's consideration of the original conduct or if the original conduct is determined not to be misconduct.

#### NOTICE OF TRIBUNAL HEARING

28. Football West must issue a notice of a Tribunal hearing (prescribed form 6) to the president or secretary of a relevant Club (at the Club's discretion) or the individual in the case where the charged party is not a Club Associate with the relevant details of the Tribunal hearing.
29. The Tribunal hearing notice must provide:
  - a) reasonable detail of the alleged offence;
  - b) notice of the possible penalties; and
  - c) the date, time and location of the Disciplinary Tribunal hearing.
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:
  - a) provide a copy of the Tribunal hearing notice to any third party that may, in Football West's opinion, be affected by the Disciplinary Tribunal's decision; and

b) invite the third party to make submissions or be present at the hearing, but a third party is not a party to the hearing. For clarity a third party does not have standing to appeal a decision of the Tribunal.

#### ATTENDANCE AT THE DISCIPLINARY TRIBUNAL HEARING

32. If the Disciplinary Infringement Notice is a charge against an individual, the individual 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 eighteen (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 to give evidence but may do so if they choose to provide oral evidence either in person or by telephone.
36. Any third party who may be indirectly affected by a hearing, and who is 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, or a Match Official who has been 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 to another date and time; and
  - d) direct that the individual pay the Tribunal hearing fee.
38. If the Tribunal chooses to adjourn the matter and the Player's Suspension was postponed in accordance with paragraph 26, Football West may, in its sole discretion direct the Player to serve the remaining part of the Player's Suspension with immediate effect pending the outcome of the adjourned hearing by giving written notice of the direction to the Player and their Club.

#### DISCIPLINARY TRIBUNAL FEES

39. A Tribunal hearing fee is payable by the Club or the charged party if that party is not a Club Associate. This fee must be paid when submitting the request for a Disciplinary Tribunal hearing or the request will not be accepted.

The Disciplinary Tribunal fees are as follows:

- |                        |       |
|------------------------|-------|
| a) Senior Competitions | \$550 |
| b) Junior Competitions | \$330 |
40. Subject to paragraph 35, a Match Official attending a Tribunal hearing in person as a witness is entitled to a payment of \$55 (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. A Player, Club or Match Official who wishes to be legally represented at a Disciplinary Tribunal Hearing (the cost and engagement of which must be borne and organised by the party requesting legal representation) must provide details of their legal practitioner:
  - a) in the request for Tribunal hearing; or
  - b) to Football West at least five (5) 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. All statements must be lodged using the [Football West Statement Template](#) or they will not be accepted.
44. If 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.
45. A witness may be requested to attend the Disciplinary Tribunal hearing and will be notified of this request by Football West.

#### REFEREE ADVOCATE

46. Football West may appoint an advocate to support any Match Official who attends a Disciplinary Tribunal hearing. The advocate may make submissions on behalf of the 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

47. Football West may appoint a representative to make submissions on its behalf in any Disciplinary Tribunal hearing in relation to any matter before the Disciplinary Tribunal.

## Article 18 – Disciplinary Tribunal Process

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#### 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 teleconferencing and, if it considers it appropriate, allowing an amendment to the charges or any other matter within its jurisdiction provided that:
  - a) all parties affected are given the opportunity to be heard; and
  - b) the hearing is conducted with as little formality and with as much expedition as proper consideration of the matters permit.
3. The Disciplinary Tribunal is not bound by the rules of evidence or by practice and procedure

applicable to courts of law but may inform itself as to any matter and in such manner, it deems appropriate provided that the Disciplinary Tribunal adheres to the principles of natural justice.

4. 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 will 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

#### DEFENCES

6. For chargeable offences only, 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. For chargeable Offences only, 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 by the Player, Team Official, Club Associate or Club; and
  - e) insofar as they are relevant, the objectives of the Constitution.
10. For the avoidance of doubt, the Tribunal may impose such Penalty as it sees fit in its absolute discretion, even if the Penalty exceeds the Tribunal Penalty.

11. The Disciplinary Tribunal may, in its absolute discretion, give reasons for any decision it makes as and when it is appropriate to do so (for example, complex charges or contentious matters) but it is not obliged to do so.
12. The Disciplinary Tribunal will issue a written notice of the result of the hearing to Football West for distribution, with a short, written summary of its determination using prescribed form 7, 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 19 – General Purposes Tribunal

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### JURISDICTION

1. The General Purposes Tribunal has jurisdiction to hear and determine:
  - a) Grievances;
  - b) Matters under the National Member Protection Framework; and
  - 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 is not entitled to hear a matter determined by the Disciplinary Tribunal or Appeal Tribunal.
3. The General Purposes Tribunal is not entitled to hear any request from a Club regarding the imposition of a penalty on another Club.

### APPOINTMENT AND COMPOSITION OF GENERAL PURPOSES TRIBUNAL

4. Football West must appoint Tribunal Members to the General Purposes Tribunal.
5. Tribunal Members may be appointed to the General Purposes Tribunal and the Disciplinary Tribunal.
6. Football West must appoint one (1) of the Tribunal Members to be the Chair of each GeneralPurposes Tribunal.
7. The Chair must be an Australian legal practitioner as defined in clause 5 of the *Legal Profession Act 2008 (WA)*.
8. A person must not be appointed as a Tribunal Member if the person has served in the previous twelve (12) months as, or is currently;
  - a) A director of Football West.
  - b) An employee of Football West.
  - c) A member of any 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.
- 9. The General Purpose Tribunal will ordinarily consist of three (3) Tribunal Members but may, in extraordinary circumstance consist of one (1) or two (2) Tribunal Members. Subject to Article 21, a General Purpose Tribunal which consists of less than three (3) Tribunal Members does not invalidate any decision made by that Tribunal.
- 10. A matter heard by a General Purpose Tribunal consisting of less than three (3) Tribunal Members is not in itself a matter for appeal by a party appearing before that General Purpose Tribunal.

#### TERM

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

#### TRIBUNAL MEMBERS TO BE INDEPENDENT

- 14. Tribunal Members may not represent a Club in any proceedings before any Football West Tribunal while they are an appointed Tribunal Member.
- 15. 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

- 16. Subject to paragraph 17, a party to a Grievance may request determination of a Grievance by 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.

#### BEFORE REFERRING ANY GRIEVANCE TO FOOTBALL WEST OR THE GENERAL PURPOSES TRIBUNAL, THE PARTY MUST FIRST SEEK TO RESOLVE ITS DISPUTE THROUGH THE COMPLAINTS POLICY.

- 17. A Club or Club Associate requesting a General Purposes Tribunal hearing must do so in writing using [Prescribed Form 12](#).
- 18. A request for a General Purposes Tribunal hearing must include a written statement outlining the grounds of claim.
- 19. A request for a General Purposes Tribunal hearing to hear a Grievance must be lodged within ten (10) Business Days of the notification of the outcome of the formal complaint in accordance with the Complaints Policy.
- 20. A request for a General Purposes Tribunal hearing must be accompanied by the General Purposes Tribunal hearing fee in accordance with paragraph 29.
- 21. 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.



22. 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.
23. A request for a General Purposes Tribunal hearing that does not meet the requirements set out in paragraphs 17-22 will not be accepted under any circumstances.

#### NOTICE OF HEARING

24. Football West must issue all parties with a notice of Tribunal hearing (prescribed form 13) as soon as possible setting out the details of the date, time and location of the General Purposes Tribunal.
25. 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.
26. Football West may invite affected party or parties to make submissions or be present at the hearing, but these parties are not considered to be a party to the hearing. For clarity this means that they do not have standing to appeal the decision of the Tribunal

#### ATTENDANCE AT GENERAL PURPOSES TRIBUNAL

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

#### NON-ATTENDANCE

28. 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

29. A Tribunal hearing fee of \$550 is payable by the party requesting the Tribunal prior to the hearing. This fee must be paid when submitting the request for a Tribunal hearing or the request will not be accepted.

#### REPRESENTATION

30. A party may be represented by a legal practitioner (to be borne and organised by the party requesting legal representation) at a General Purposes Tribunal hearing.
31. The details of the legal representative must be provided to Football West at least five (5) BusinessDays prior to the General Tribunal Hearing.

## Article 20 – General Purposes Tribunal Process

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### 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) At the completion of the evidence, the parties must leave the room if directed by the Chair.
5. 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.
6. The General Purposes Tribunal may dismiss 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

7. 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.
8. The General Purposes Tribunal is not required to provide written reasons for the decision it makes but may do in its absolute discretion.
9. In addition to the power to issue Penalties as described in Article 23, the General Purposes

Tribunal has the power to direct a Club or Club Associate to make payment to another Club or Club Associate in regard to matters concerning equipment, property, transfer and registration activity in Western Australia.

10. 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.
11. 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 or distributed other than in accordance with the Member Protection Framework.

## Article 21 – Appeal Tribunal

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### 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.
2. A party which is not the subject of a matter for determination before the Disciplinary Tribunal may only lodge an appeal over a decision with the Appeal Tribunal with express permission from Football West.

### APPOINTMENT AND COMPOSITION OF APPEAL TRIBUNAL

3. Football West must appoint Tribunal Members to the Appeal Tribunal.
4. 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.
5. Football West must appoint one (1) of the Tribunal Members to be the Chair of each Appeal Tribunal hearing.
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 twelve (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 Appeal Tribunal will ordinarily consist of three (3) Tribunal Members but may, in extraordinary circumstance, consist of one (1) or two (2) Tribunal Members. Subject to Article 21, a Appeal Tribunal which consists of less than three (3) Tribunal Members does not invalidate any decision made by that Tribunal.
9. A matter heard by a Appeal Tribunal consisting of less than three (3) Tribunal Members is not itself a matter for appeal by a party appearing before that Appeal Tribunal.

#### TERM

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

#### TRIBUNAL MEMBERS TO BE INDEPENDENT

13. Tribunal Members may not represent a Club in any proceedings before the Appeal Tribunal while he or she is an appointed Tribunal Member.
14. 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.

#### GROUND OF APPEAL

15. A matter may only be appealed to the Appeal Tribunal on one (1) or more of the following grounds:
  - a) a party was not afforded a reasonable opportunity to be heard; or
  - b) the determination was affected by bias; or
  - c) the decision was one that was not reasonably open to the Tribunal having regard to the evidence before the Tribunal.

#### LODGEMENT

16. A Club or Club Associate electing to lodge an appeal must do so in writing using Prescribed Form 15.
17. A request for an Appeal Tribunal hearing must include a written statement outlining the grounds of appeal.
18. A request for an Appeal Tribunal hearing must be lodged within five (5) Business Days of Football West issuing the Club the decision of the Disciplinary or General Purposes Tribunal.
19. A request for Tribunal Hearing must be accompanied by the Tribunal hearing fee in accordance with paragraph 30.
20. 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.
21. 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.

22. A request for an Appeal Tribunal hearing that does not meet the requirements set out in paragraphs 16-21 will not be accepted under any circumstances.

#### FOOTBALL WEST APPEAL

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

#### NOTICE OF APPEAL TRIBUNAL HEARING

26. Football West must issue the Club and Club Associate 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.
27. 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.
28. Football West may invite affected party or parties to make submissions or be present at the hearing, but these parties are not considered to be a party to the hearing. For clarity this means that they do not have standing to appeal the decision of the Tribunal

#### ATTENDANCE AT APPEAL TRIBUNAL

29. All parties issued with a notice of an Appeal Tribunal hearing must attend the Tribunal hearing.

#### NON-ATTENDANCE

30. 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

31. The Appeal Tribunal hearing fee must be paid when submitting the request for a hearing or the request will be denied. The fee is refunded if the appellant is found not guilty or if a 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

32. A party may be represented by a legal practitioner at an Appeal Tribunal hearing.
33. The details of the legal representative must be provided to Football West at least five (5) Business Days prior to the Appeal Tribunal hearing.

## Article 22 – Appeal Tribunal Process

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### 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) At the completion of the evidence, the parties must leave the room if directed by the Chair.
5. 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.

### APPEAL TRIBUNAL DECISIONS

6. 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.
7. 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.

8. The Appeal Tribunal is not required to provide written reasons for the decision it makes but may do in its absolute discretion.
9. 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.
10. 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 23 – Penalties and Sanctions

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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 FA 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;
  - l) 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 a 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; or
  - w) such other disciplinary Penalties or measures appropriate in all the circumstances.

## Article 24 – Suspensions

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### 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 either:
  - a) a Match Suspension; or
  - b) a Time Suspension.
3. A spectator or person who is not a Player or Club Official not otherwise bound by the Football West Code of Conduct and the Regulations may still be required to serve a Time Suspension if a Time Suspension is mandated by either Football West or any Tribunal on that person.
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 be at least the minimum suspension applicable to the most serious 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, with the exception of the postponement processes described above at Article 17.26.

#### SERIOUS OFFENCES

8. A Serious Offence has the meaning given in Article 3.
9. Where a participant has committed a Serious Offence, the penalty listed in the Table of Offences is the minimum Penalty to be imposed, and Football West may, in its sole discretion, increase the period of Suspension on the Disciplinary Infringement Notice provided that the Suspension does not last beyond the end of the next Season.
10. Subject to the process described in paragraph 11-16 below, Football West may issue an Extended Suspension Notice to a Club Associate or other person if:
  - a) if they commit more than one (1) Serious Offence in a Season;
  - b) if they commit more than one (1) Serious Offence in a Match;
  - c) If a player's disciplinary history includes a Serious Offence and they commit another Serious Offence, regardless of whether this paragraph was in effect at the time of the previous Serious Offence.

#### EXTENDED SUSPENSION NOTICE

11. An Extended Suspension Notice is a notice sent from Football West to a Club or participant notifying that they are subject to a Suspension under paragraph 10.
12. Before issuing an Extended Suspension Notice to a participant:
  - a) Football West must inform the participant or their Club that Football West is considering issuing an Extended Suspension Notice to the participant and give the participant ten (10) Business Days to show cause as to why they should not be subject



- to an Extended Suspension Notice; and
  - b) Football West must consider any information provided to it by the participant showing cause as to why they should not be subject to an Extended Suspension Notice.
13. An Extended Suspension Notice may impose a Suspension for whatever time period Football West deems suitable (including Suspension for a participant's lifetime) and under whatever terms Football West deems appropriate.
  14. A participant may not appeal an Extended Suspension Notice, but may appeal the Offence which resulted in the Extended Suspension Notice in accordance with the Disciplinary Tribunal Process.
  15. If a participant is found not guilty of an Offence which resulted in an Extended Suspension Notice, the Extended Suspension Notice is rescinded.
  16. A party issued with an Extended Suspension Notice may apply to Football West annually for review of their Extended Suspension Notice:
    - a) after serving 50% of the Time Suspension under the Extended Suspension Notice; or
    - b) if the Suspension is for life — after serving eight (8) years of the Suspension.

#### SUSPENDED SANCTIONS

17. Where a Penalty is a Suspension of less than six (6) Matches or six (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).
18. If Football West or any Tribunal imposes a Suspended Sanction:
  - a) Half of the Suspension must be served immediately;
  - b) Subsequently committing an Offence (excluding an Indirect Red Card or Offences 1a, 7, 8 or 19) will activate the suspended part of the Suspension; and
  - 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.
19. 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

20. 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.
21. Where a Suspension is to be imposed in terms of a period of time, 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 suspension is for a period of 24 months or more.

22. Subject to paragraph 21, a Non-playing Period in relation to a Club means any time period between a Club's final Match in a Competition and the Club's next Match:

- (a) in the following season of that Competition; or
- (b) in another Competition, (whichever comes first).

If the Participant is also participating in a form of Football other than eleven-a-side Football (such as futsal or social football), Football West may determine that the Participant may participate for a Team in such other form of Football during the Non-playing Period.

23. Where a Club's final Match in a Competition (Competition A) coincides with a period when that Club is still participating in another Competition (Competition B), any time period between that Club's final Match in Competition A and the Club's next Match in Competition B does not constitute a Non-playing Period.

#### CLUB RESPONSIBILITY ON SUSPENSIONS AND TEAM SHEETS

- 24. Clubs and Club Officials must ensure that their Club Associates correctly serve any Suspension in full.
- 25. Clubs and Club Officials are responsible for ensuring that Club Associates serving a Suspension are not listed on the Team Sheet or are crossed off the Team Sheet prior the Match commencing. Failure to do so may result in the Club and/or Club Official being sanctioned by Football West in accordance with the relevant Competition Rules.

#### SERVING A SUSPENSION

26. A Participant subject to a Fixture Suspension resulting from or related to any Regular Season fixture, must serve that Suspension in the next Regular Season Fixture(s) in which that Participant's Team or Club plays in, until that Suspension is served in full. For clarity:

A Participant cannot serve such a Suspension in a Friendly match, Night Series, Tournament Matches, Any Pre-Season Competition, FA national titles, or any competition, event or tournament conducted by another Member Federation or any other match/fixture.

- 27. Subject to paragraph 28, 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 in respect of which he or she received the majority of the 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.
- 28. A Club Associate issued with a Match Suspension must serve the Match Suspension in the same age-grade and Competition as the Match in 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.
- 29. A Club Associate issued with a Penalty as a result of an investigation will have the Automatic Match Suspension converted to a Match Suspension.
- 30. If a Match Suspension extends over one (1) or more Competition Seasons, that Suspension must be served by the Suspended Club Associate in the age-grade in which the Club Associate would normally participate in the next relevant Season(s).

31. If a Match Suspension extends over one (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.
32. For the purposes of paragraphs 27-31 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 Matches.
33. Any Penalty imposed on a Club Associate by FA, AFC, FIFA or any other Member Federation will be endorsed and applied by Football West.
34. In the case of a Regulation being interpreted in two (2) or more different ways, or in the case of any other ambiguity in the application of these Regulations to the serving of Suspensions, Football West reserves the right to determine how Suspensions will be served. Any such determination is final and not subject to challenge or appeal.

#### RESTRICTED AREAS

35. A Club Associate serving a Suspension may not enter:
  - a) the field of play;
  - b) the surrounds of the field of play;
  - c) the technical area;
  - d) the Player's race; or
  - e) any other area within the venue of a Match where Club Associates are likely to assemble to prepare for a Match.

#### SUSPENSIONS TO BE SERVED IMMEDIATELY

36. 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. A Suspension will commence on the date determined by Football West or the Disciplinary Tribunal.
37. Football West and the Disciplinary Tribunal may take into consideration any Matches or time already served while awaiting the issue of a Disciplinary Infringement Notice if the Participant's Club provides sufficient evidence to demonstrate that a suspension has been issued and is being served at club level. Football West is under no obligation to take this suspension into account.
38. A Club Associate who commits a Red Card Offence must serve an Automatic Match Suspension immediately regardless of whether a Disciplinary Infringement Notice is issued to him or her before the next Match.

## FRIENDLY MATCHES

39. 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.
40. 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.
41. A Club Associate who receives an Additional Suspension for a Red Card shown in a friendly Match must serve the Additional Suspension in the next Matches that form part of the Competition Season in which the team they were participating for participates.
42. While subject to a Fixture Suspension which extends over One (1) or more Competition Seasons, a Club Associate may only participate in a Friendly Match if the Participant's Club has obtained written approval from Football West to do so. That approval is to be at Football West's sole and absolute discretion and is not subject to challenge or appeal.

## NIGHT SERIES SUSPENSION

43. Subject to paragraph 44, a Club Associate who receives a Suspension as a result of Misconduct in a Night Series Match must serve that Suspension across Night Series Matches in that Competition.
44. Football West has discretion to decide that any Suspension as a result of Misconduct in a Night Series Match will also apply to Regular Season Matches.
45. Serious Offences (as defined in Article 3) committed during the Night Series will also have the Suspension apply to Regular Season Matches in accordance with paragraph 44.
46. If a Club Associate is currently serving a Match Suspension which extends over One (1) or more Competition Seasons, they will be permitted to participate in the Night Series (with the exception of Suspensions pertinent to paragraph 47). However, Night Series matches will not count towards the service of their Suspension as per paragraph 26.

Example: A Player commits Offence 1B in the Regular Season competition and is Suspended for an AMS plus Two (2) Matches. The Player has served One (1) Match of their Suspension prior to the Night Series. The Player will be eligible to participate in the Night Series but will be required to serve the remaining Two (2) Match Suspension in the Regular Season following the Night Series.

47. A Club Associate who is currently serving a Suspension for a Serious Offence (as defined in Article 3) or an Offence against a Match Official is not permitted to participate in the Night Series.
48. If a Club Associate is ineligible to participate in the Night Series through the operation of paragraph 47, Night Series Matches missed do not count towards the service of their Suspension as per paragraph 26.

Example: A Player commits Offence 2B in the Regular Season competition and is Suspended for an AMS plus Four (4) Matches. The Player has served One (1) Match of their Suspension prior to the Night Series. As Offence 2B falls under the definition of a Serious Offence the Player will not be eligible to participate in the Night Series and will be required to serve the remaining Four (4) Match Suspension in the Regular Season following the Night Series.

#### EFFECT OF POSTPONED OR ABANDONED MATCHES

49. If a Match is postponed prior to its commencement, the Match will not count towards a Player's service of a Suspension.
50. Where a Team:
  - a) abandons a Match after commencement; or
  - b) forfeits a Match prior to commencement,the Match counts towards the service of a Suspension by a Player on the opposing Team.
51. If a Match is forfeited due to a Club Associate or Player participating in the Match while subject to a Suspension, the Match does not count toward the Club Associate's service of their Suspension. Other participants who do not participate in the Match will count as a Match served under Suspension for the purpose of calculating the number of Matches remaining.

## Article 25 – Refund of Tribunal Hearing Fees

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#### DECISIONS OF THE DISCIPLINARY TRIBUNAL AND APPEALS TO THE APPEALS TRIBUNAL FROM THE DISCIPLINARY TRIBUNAL

1. Where the Disciplinary Tribunal or the Appeal Tribunal determines that a party is guilty of a charged Offence and does not reduce the Penalty, no refund is issued.
2. Where the Disciplinary Tribunal or the Appeal Tribunal determines that a party is guilty of the charged Offence and imposes a reduced Penalty, the Tribunal must issue a 50% refund of the Tribunal hearing fee to the party.
3. Where the Disciplinary Tribunal or the Appeal Tribunal determines that a party is not guilty of the charged Offence but guilty of a different Offence and imposes a Penalty for the different Offence which is the same or greater than the Penalty applying to the charged Offence, no refund is issued.
4. Where the Disciplinary Tribunal or the Appeal Tribunal determines that a party is not guilty of a charged Offence but is guilty of a different Offence and the Penalty imposed by the Tribunal for the different Offence is less than the Penalty applying to the charged Offence, the Tribunal must issue a 50% refund of the Tribunal hearing fee to the party.
5. Where the Disciplinary Tribunal or the Appeal Tribunal determines that a party is not guilty of a charged Offence and is not guilty of any other Offence, the Tribunal must issue a full refund of the Tribunal hearing fee to the party.

#### DECISIONS OF THE GENERAL PURPOSES TRIBUNAL AND APPEALS TO THE APPEAL TRIBUNAL FROM THE GENERAL PURPOSES TRIBUNAL

6. No refund is issued to a party where:
  - a) the General Purposes Tribunal dismisses a party's claim; or
  - b) the Appeal Tribunal dismisses a party's appeal from the General Purposes Tribunal.
7. Where Appeal Tribunal upholds part, but not all of a relevant party's claim, a 50% refund of the hearing fee payable to the Appeal Tribunal will be issued to that party.
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 refunded to the party except the Appeal Tribunal Fee.

#### CANCELLED TRIBUNAL HEARINGS

10. Where a party withdraws a request for a Tribunal hearing or cancels a Tribunal hearing within 72 hours before the hearing, no refund is issued.
11. Where a party withdraws a request for a Tribunal hearing or cancels a Tribunal hearing more than 72 hours before the hearing but within five (5) Business Days of the hearing, a refund of 50% of the Tribunal hearing fee is issued.
12. Where a party withdraws a request for a Tribunal hearing or cancels a Tribunal hearing more than five (5) Business Days before the hearing, a full refund of the Tribunal hearing fee is issued.

## Article 26 – Fines

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1. A fine must not be issued to an Amateur.
2. A person must pay any fine imposed under these Regulations within 30 days after the date on which the fine is imposed, unless otherwise agreed in writing by Football West.
3. A fine issued to a Professional, in addition to a suspension, must not exceed one half of the total payments they would have received over the duration of the Suspension.
4. A Club is jointly and severally liable for a fine imposed on one of its Club Associates, even if the Club Associate subsequently leaves the Club.

## Article 27 – Spectators

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1. These Regulations 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 by a spectator, Football West may issue a Penalty in respect of the breach, including:
  - a) banning a spectator from attending Matches; or

- b) suspending a Player (who is the child or other relative of a spectator) from participating in Matches.
- 4. Each Club is responsible and liable for the conduct of its supporters at a Match and may be penalised in line with the table of offences for the conduct of its supporters.
- 5. Each Club is responsible for ensuring that a Penalty imposed on its spectators is enforced.

## Article 28 – Other Matters

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### NOTIFICATION

1. Where Football West is required under the Regulations to notify a Club or Club Associate of any matter, it may give the notice by doing any or all of the following:
  - a) publishing the notice on the Football West website subject to paragraph 3.
  - b) in respect of notice to a Club Associate — sending the notice:
    - A. by ordinary post to the Club Associate’s postal address as listed in the Football West club directory;
    - (ii) by email to:
      - A. the Club Associate’s nominated contact email address as listed in the Football West club directory (PlayFootball register); or
      - (iii) the Club President or Club Secretary of the Club Associate’s Club as listed in the Football West club directory;
  - c) in respect of a Club —
    - (i) sending the notice by email to the Club’s President or Secretary as listed in the Football West club directory; or
    - (ii) sending the notice by ordinary post to the Club’s postal address as listed in the Football West club directory.
2. For the purpose of calculating time, notice given by Football West is deemed effective:
  - a) in respect of notice published on the Football West website on the day on which it was published;
  - b) in respect of notice sent by email — on the day on which it was emailed; and
  - c) in respect of notice sent by ordinary post — at the expiration of three (3) Business Days after the date the notice was posted.
3. A Club is deemed to have received notice of a Suspension if the Suspension is published on the Football West website by 3:00 pm on the Business Day prior to Match.
4. It is a defence for a club or team to the playing of an ineligible player if:
  - a) a Disciplinary Infringement Notice was not issued; or
  - b) a Disciplinary Infringement Notice was issued deficiently;  
and
  - c) Notice of a Suspension was not provided in accordance with Article 28 paragraph 3. For clarity this does not include the circumstance in which a Club Associate has received a Red Card.

### CLUBS ARE RESPONSIBLE FOR MAINTAINING CONTACT DETAILS

5. Each Club Associate must ensure that his or her contact details are correctly recorded using the PlayFootball online registration system.
6. Each Club must ensure that its:
  - a) contact details; Club administrator details; and
  - b) Team Official details,are correctly recorded using the PlayFootball online registration system.
7. Where a Club or Club Associate fails to maintain contact details under paragraph 5 or 6, they must not rely on a failure to receive a notice:
  - a) as an exceptional circumstance for seeking an extension of time for any purpose; or
  - b) as grounds for alleging that a notice was not issued or was issued deficiently.

#### ADJOURNMENT OF TRIBUNAL HEARINGS

8. 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 two (2) Business Days before the scheduled date of the Tribunal hearing.
9. Any application for an adjournment must outline the reasons for seeking the adjournment.
10. 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. Football West may grant or refuse an adjournment in its sole discretion giving consideration to the preceding factors.

#### CONCURRENT CRIMINAL PROCEEDINGS

11. A Tribunal may at its discretion adjourn any proceedings on the basis that the matter is subject to a criminal investigation or proceedings.
12. If a Club Associate:
  - a) is the subject of a criminal investigation;
  - b) has been charged with a criminal Offence; or
  - c) has been found guilty of a criminal Offence ,and Football West or the Disciplinary Tribunal determines that there is a risk of the Club Associate harming another Club Associate or any other person, Football West or the Disciplinary Tribunal may in its absolute discretion impose a Suspension on the Club Associate in respect of any specific Football-related activity on such terms and conditions as it deems fit.



## 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	Indicative elements of an Offence	Penalty	Tribunal Penalty
1a	Serious foul play	A tackle or challenge for the ball that: <ul style="list-style-type: none"> <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	A tackle or challenge for the ball that: <ul style="list-style-type: none"> <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	When not challenging for the ball: <ul style="list-style-type: none"> <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	When not challenging for the ball: <ul style="list-style-type: none"> <li>uses or attempts to use excessive force or brutality against a person, or</li> <li>deliberately strikes the head, face or neck of another person unless the force is negligible.</li> </ul>	AMS plus 4 Matches	AMS plus 6 Matches
2c	Assault of Another Person	When not challenging for the ball: Assaults the person who is not a Match Official.	AMS plus 9 Matches	AMS plus 11 Matches

2d	Assault of Another Person Causing Serious Injury	When not challenging for the ball: Assaults a person who: <ul style="list-style-type: none"> <li>• is not a Match Official; and</li> <li>• the person suffers a serious injury (as defined in Article 3) as a result of the Assault.</li> </ul>	AMS plus 20 Matches	At the Discretion of the Tribunal
3a	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
3c	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 12 Matches	At the Discretion of the Tribunal
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.	18 months suspension including the AMS	24 months suspension including the AMS
3e	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.	24 months suspension including the AMS	36 months suspension including the AMS
4	Uses discriminatory language or gestures including racist, religious, ethnic or sexist language or gestures	Uses language or a gesture that is: <ul style="list-style-type: none"> <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
6c	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	A Team Official: <ul style="list-style-type: none"> <li>Enters the field of play when the Match is in progress to interfere with play or a Player.</li> <li>Enters the field of play to confront a Match Official including at half-time and full-time.</li> </ul>	AMS	N/A
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 style="list-style-type: none"> <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 style="list-style-type: none"> <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	AMS	N/A

		as the result of using electronic or communication equipment.		
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	Uses language or a gesture that is: <ul style="list-style-type: none"> <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 12 Matches	At the Discretion of the Tribunal
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.	12 months suspension including the AMS	18 months suspension including the AMS
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.	18 months suspension including the AMS	24 months suspension including the AMS

## OFFENCES AGAINST A MATCH OFFICIAL

**Note – Offence No 19 – 25, 28a & 28b may be subject to a Strike under the Football West Three Strike Policy as defined in Article 11 and Schedule 3.**

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 22.	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	Uses language or a gesture towards a Match Official that is: <ul style="list-style-type: none"> <li>• Threatening, or</li> <li>• Intimidating, or</li> <li>• Could be reasonably assumed to be threatening or intimidating 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	Uses language or a gesture that is: <ul style="list-style-type: none"> <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 and the conduct is directed towards a Match Official.</li> </ul>	AMS plus 7 matches	AMS plus 9 matches
23	Makes Uninvited Contact with a Match Official	A person makes contact with a Match Official, and <ul style="list-style-type: none"> <li>• The contact is not negligible or in accordance with what could be considered appropriate during a Match, such as shaking hands; and</li> </ul>	AMS plus 5 matches	AMS plus 7 matches

		<ul style="list-style-type: none"> <li>The contact is not accidental, but it is not in the category of Offence 25</li> </ul> OR A person makes deliberate contact with a Match Official's equipment.		
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	Means an act by which a person strikes, touches, moves, or otherwise applies force of any kind to a Match Official, regardless of whether actual hurt or damage is caused.	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 cautioned or sent off in a single Match (Senior NPL, State or Amateur 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 27a applies instead.	First Offence - \$200 An additional \$100 for each subsequent Offence	N/A
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.	First Offence - \$100 An additional \$100 for each subsequent Offence	N/A
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.	First Offence - \$50 An additional \$50 for each subsequent Offence	N/A
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.	First Offence - \$200 An additional \$100 for each subsequent Offence	N/A
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.	First Offence - \$100 An additional \$100 for each subsequent Offence	N/A
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.	First Offence - \$50 An additional \$50 for each subsequent Offence	N/A
28a	Collective show of dissent towards a Match Official or collective intimidation, threats or exertion of pressure on a Match Official (Senior	Two or more Club Associates from a team collectively: <ul style="list-style-type: none"> <li>Show dissent, or</li> <li>Intimidate, or</li> </ul>	\$200 for the first Offence An additional \$100 for each subsequent Offence.	First Offence - \$300 An additional \$100 for each subsequent



	Teams)	<ul style="list-style-type: none"> <li>• Threaten, or</li> <li>• Exert pressure</li> </ul> and the subject of this conduct is a Match Official.	<b>Offence 28a may be subject to a Strike under the Football West Three Strike Policy as defined in Article 11 and Schedule 3.</b>	Offence
28b	Collective show of dissent towards a Match Official or collective intimidation, threats or exertion of pressure on a Match Official (Junior teams)	Two or more Club Associates from a team collectively: <ul style="list-style-type: none"> <li>• Show dissent, or</li> <li>• Intimidate, or</li> <li>• Threaten, or</li> <li>• Exert pressure</li> </ul> and the subject of this conduct is a Match Official.	\$100 for the first Offence An additional \$100 for each subsequent Offence.  <b>Offence 28b may be subject to a Strike under the Football West Three Strike Policy as defined in Article 11 and Schedule 3.</b>	First Offence - \$200 An additional \$100 for each subsequent Offence

## OTHER MISCONDUCT

Offence No	Offence Name	Description	Penalty	Tribunal Penalty
29	Temporarily refuses to leave, unreasonably delays leaving or returns to the field of play, the technical area or the surrounds of the field of play after being shown a red card	<ul style="list-style-type: none"> <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> </ul> <p>If the referee abandons the Match as a result of a person's refusal to leave, the person is charged with Offence 6a instead and the Penalty imposed for Offence 6a is in addition to the Penalty for the original Offence.</p>	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	Indecent Behaviour	A Club Associate commits an indecent act visible to more than one other person.	AMS plus 8 Matches (Club Associate) and \$2,000 (Club)	At the discretion of the Tribunal
36	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	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	competition for the second Offence Termination of Participation Agreement or expulsion from Competitions for the third Offence
37	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 FA constitution	At the discretion of the Tribunal
38	Breach of these Regulations, the Code of Conduct, the Spectator Code of Behaviour or any other regulatory document published by FIFA, FA 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 FA constitution	At the discretion of the Tribunal
39	Breach of Competition Rules	Any breach of the Competition Rules as set out in those Competition Rules.	As set out in the competition rules	At the discretion of the Tribunal

## Schedule 2 – Prescribed Forms

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

## Schedule 3 – Three Strike Policy

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Match Officials are critical to our sport and without them there would be no game. Clubs, Players, Team Officials, Parents and Spectators should treat them with respect and recognise that they too are often learning, and just like players, can only improve with more training and experience.

For 2023, Football West has introduced a Three (3) Strike Policy with regards to ongoing Match Official abuse at Clubs throughout Western Australia. Unacceptable behaviour towards Match Officials occurring both on and off the field will be targeted under the policy which has been built around awareness and enforcement.

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

In line with this policy, it is the responsibility of the home Club to implement sufficient policies and measures to protect the wellbeing and safety of all Match Officials and to manage behaviour to avoid incidents that may incur potential Strikes.

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

### Strike One (1)

Show Cause Notice issued to the Club with the Club required to submit a written response to Football West demonstrating how they will remedy and mitigate future abuse directed towards Match Officials for the remainder of the calendar season. Financial and disciplinary sanctions may also be applied to the Club.

### Strike Two (2)

Financial and disciplinary sanctions will apply to the Club. The Team involved in the incident may be also be deducted a 3-point penalty.

### Strike Three (3)

Financial and disciplinary sanctions will apply to the Club. All competitive teams representing the Club will be deducted a minimum 3-point penalty through to a 100% points deduction for continued offending against Match Officials and failure by the Club to act on previous Strikes.