

Compliance Regulations

#### **Article 1 - Jurisdiction**

- 1. These regulations are made by Football West Limited (**Football West**) pursuant to the Football West Constitution.
- 2. All Clubs that are admitted to the NPLWA Competition are bound by these regulations.
- 3. These regulations must be read in conjunction with:
  - a) National Premier Leagues Application for Licence submitted by each Club;
  - b) National Premier Leagues Competition Rules;
  - c) Football West Competition Management Regulations;
  - d) Football West Constitution;
  - e) Football West Disciplinary & Grievance Regulations; and
  - f) FIFA Laws of the Game.

## **Article 2 - Definitions & Interpretation**

- 1. In these regulations and unless this document provides otherwise, capitalised terms have the same meaning as set out in the NPL Competition Rules, Disciplinary and Grievance Regulations and the Football West Constitution. The following terms have the meaning ascribed to them for the purposes of this document:
  - a) **Application** means the application lodged by each Club seeking inclusion in the NPLWA Competition;
  - b) **D&G Tribunal** means the tribunal established by Football West pursuant to the Disciplinary & Grievance Regulations;
  - c) FA means Football Australia;
  - d) **FIFA** means Fédération Internationale de Football Association;
  - e) **Match** means any game of football which is part of the NPLWA Competition conducted by or under the control of Football West;
  - f) **Team** means any one or more of the group of players set out in Article 3 -of these regulations which represents the Club (whether formally or informally) in the NPLWA Competition, as determined by Football West;
- 2. In these regulations, unless the context otherwise requires:
  - a) headings and subheadings are for convenience only do not affect the interpretation of this document:
  - b) words denoting any gender include all genders;
  - c) words denoting the singular include the plural and words denoting the plural include the singular;
  - d) references to a person include any individual, corporation or other body corporate, partnership, joint venture, trust, association and any other government entity recognised by law and vice versa;
  - e) where a word or phrase or expression is defined, other parts of speech and grammatical forms of that definition have a corresponding meaning;

- f) any reference to a party to any agreement or document include that party's permitted successors and assignees;
- g) any reference to any agreement or document includes that agreement or document as amended at any time;
- h) any reference to a paragraph number refers to the paragraph number of the current Article unless stated otherwise;
- i) specifying anything in this agreement after the terms 'includes', 'include', 'including', 'for example', 'such as' or any similar expression does not limit the meaning of the words, description, definition, phrase or term preceding those terms unless there is express wording to the contrary;
- j) 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;
- l) all monetary amounts are in Australian dollars and are inclusive of GST unless stated otherwise; and
- m) a reference to a Category 1 breach, a Category 2 breach or a Category 3 breach is a reference to a breach of these Regulations having, subject to these Regulations, the penalty specified in Appendix B

#### **Article 3 - Teams – NPLWA-M Seniors**

- 1. Each Club is required to field at least one of each of the Teams set out below in every Competition Season for all Matches they are scheduled for:
  - a) First Team;
  - b) Under 20s;
  - c) Under 18s;
  - d) Under 16s;
  - e) Under 15s;
  - f) Under 14s; and
  - g) Under 13s.
- 2. The requirements in paragraph 1(d)-(g) may be satisfied either in the NPL Juniors or in the Junior Boys League.
- 3. For the purpose of determining a penalty for a breach of this Article, the first breach of this Article in any one Competition Season is a Category 1 breach. A second breach of this Article in any one Competition Season is a Category 2 breach. A third and subsequent breach of this Article in any one Competition Season is a Category 3 breach.
- 4. For the avoidance of doubt and for the purpose of determining the number of breaches of paragraph 1 of Article 3, a contravention of paragraph 1 of Article 3 (that is failing to field a Team) will be aggregated across all age groups. For example:
  - a) Failing to field a Team in one age group constitutes the first offence;
  - b) Failing to field a Team in the same or different age group constitutes the second offence;
  - c) Failing to field a Team in the same or different age group constitutes the third or subsequent offence.

#### **Article 4 - Teams - NPLWA-W Seniors**

- 1. Each Club is required to field at least one of each of the Teams set out below in every Competition Season for all Matches they are scheduled for:
  - a) First Team;
  - b) Under 21s; and
  - c) At least one Team in the Junior Girls League or MiniRoos Girls Team.
- 2. For the purpose of determining a penalty for a breach of this Article, a first breach of this Article in any one Competition Season is a Category 1 breach. A second breach of this Article in any one Competition Season is a Category 2 breach. A third and subsequent breach of this Article in any one Competition Season is a Category 3 breach.
- 3. For the avoidance of doubt and for the purpose of determining the number of breaches of paragraph 1 of Article 3, a contravention of paragraph 1 of Article 4 (that is failing to field a Team) will be aggregated across all age groups. For example:
  - a) Failing to field a Team in one age group constitutes the first offence;
  - b) Failing to field a Team in the same or different age group constitutes the second offence;
  - c) Failing to field a Team in the same or different age group constitutes the third or subsequent offence.

### **Article 5 - Teams - NPLWA Juniors**

- 1. Each Club is required to field at least one of each of the Teams set out below in every Competition Season for all games they are scheduled for:
  - a) Under 16s;
  - b) Under 15s;
  - c) Under 14s; and
  - d) Under 13s.
- 2. For the purpose of determining a penalty for a breach of this Article, a first breach of this Article in any one Competition Season is a Category 1 breach. A second breach of this Article in any one Competition Season is a Category 2 breach. A third and subsequent breach of this Article in any one Competition Season is a Category 3 breach.
- 3. For the avoidance of doubt and for the purpose of determining the number of breaches of paragraph 1 of Article 3, a contravention of paragraph 1 of Article 3 (that is failing to field a Team) will be aggregated across all age groups. For example:
  - a) Failing to field a Team in one age group constitutes the first offence;
  - b) Failing to field a Team in the same or different age group constitutes the second offence;
  - c) Failing to field a Team in the same or different age group constitutes the third or subsequent offence.

## **Article 6 - Coaching Qualifications**

- 1. In each Competition Season, every Club must appoint and retain one coach for each Team and one Technical Director for the Club.
- 2. The minimum qualifications for 2022 for each of the positions listed in Article 3 paragraph 1 are as follows:

a)	Technical Director	B Licence
b)	First team coach	B Licence
c)	Under 20s coach	C Licence
d)	Under 18s coach	C Licence
e)	Under 16s coach	C Licence
f)	Under 15s coach	C Licence
g)	Under 14s coach	C Licence
h)	Under 13s coach	C Licence

- 3. Football West may, in its absolute discretion, grant an exemption to the minimum qualifications set out in paragraph 2 if an intended coach or Technical Director is undertaking an appropriate qualification course at the commencement of each Competition Season.
- 4. Should a Technical Director or coach leave a Club during a Competition Season, that Club must inform Football West in writing within 2 Business Days of the date of departure. Within 10 Business Days of the date of departure, the Club must inform Football West in writing of its intended timeframe for the replacement of the Technical Director or coach (as the case may be). If Football West deems a Club's intended replacement timeframe to be unacceptable, the Club and Football West must within 10 Business Days, meet to agree on a timeframe.
- 5. For the purpose of determining a penalty for a breach of this Article, a first breach of this Article in any one Competition Season is a Category 1 breach. A second breach of this Article in the same Competition Season is a Category 2 breach. A third and subsequent breach of this Article in the same Competition Season is a Category 3 breach.

### **Article 7 - Governance**

- 1. Each Club must ensure that its constitution gives every registered player and fee- paying stakeholder rights associated with full membership of the Club, including but not limited to full voting rights in accordance with the *Associations Incorporation Act 2015* (WA).
- 2. Each Club must conduct an Annual General Meeting in each calendar year in which that Club is admitted to the NPLWA Competition.
- 3. Each Club must host at least one public forum in each calendar year in which that Club is admitted to the NPLWA Competition, inviting parents of players, players, members, and sponsors to participate. Football West strongly encourages each NPL Club to hold a minimum of two public forums. A Club may conduct a public forum at the same time as its Annual General Meeting.
- 4. For the purpose of determining a penalty for a breach of this Article, a first breach of this Article is a Category 1 breach. A second breach of this Article is a Category 2 breach. A third and subsequent breach of this Article is a Category 3 breach.

5. For the purpose of making a determination of whether a breach has occurred under paragraph 4 above, Football West may, in determining the category of breach and the resulting penalty, calculate the number of breaches by reference to the relevant Club's conduct across all Competition Seasons in which that Club participated and not only the Competition Season in which a breach occurred.

#### **Article 8 - Finance**

- 1. Each Club must maintain financial records in the form and substance as required by relevant accounting standards and the *Associations Incorporation Act 2015* (WA) and all other laws.
- 2. Each Club must, within 3 Business Days of a written request from Football West or FA, make available for inspection or provide true copies of the following to Football West or FA:
  - any of the financial records described in paragraph 1;
  - the books, records, financial statement and any other documentation relating to the relevant Club.
- 3. For the purpose of determining a penalty for a breach of this Article, a first breach of this Article is a Category 1 breach. A second breach of this Article is a Category 2 breach. A third and subsequent breach of this Article is a Category 3 breach.
- 4. In determining the category of breach and the resulting penalty, Football West may calculate the number of breaches is to be calculated by reference to the an offending Club's conduct across all Competition Seasons in which that Club participated not only the Competition Season in which a breach occurred.

### **Article 9 - Facilities**

- 1. A Senior's Club home venue must meet the standards set out in Appendix B. A Junior's Club home venue must meet the standards of a Class D venue as described in the Football West Competition Management Regulations.
- 2. Should a Club's home venue deteriorate to the point that the venue no longer meets the standards in as described in paragraph 1, that Club must inform Football West within 2 Business Days of such deterioration.
- 3. If Football West receives a notification from a Club pursuant to paragraph 2, or itself makes a determination that a Club's home venue does not meet the standards as described in paragraph 1, the Club and Football West must meet within 5 Business Days and use reasonable endeavours to agree on the action the Club must take to rectify the failure to comply with paragraph 1, the time period within which those action must be completed and the establishment of any interim arrangements that may be required by Football West. If the relevant Club and Football West do not reach an agreement within a reasonable time prescribed by Football West, Football West may direct the Club in writing to undertake specific actions to rectify the failure to comply with paragraph 1 within a time period prescribed by Football West.

- 4. For the purpose of determining a penalty for a breach of this Article, a first breach of this Article is a Category 1 breach. A second breach of this Article is a Category 2 breach. A third and subsequent breach of this Article is a Category 3 breach.
- 5. In determining the category of breach and the resulting penalty, Football West may calculate the number of breaches by reference to an offending Club's conduct across all Competition Seasons in which that Club participated not only the Competition Season in which a breach occurred.

#### **Article 10 - Medical**

- In each Competition Season, each Club must appoint a medical professional to attend to the medical treatment of players in the First Team, the under 20s and the under 18s Teams. Medical professionals must be listed on the Team Sheet and occupy the Technical Area for each Match in which those Teams play.
- 2. The minimum qualification for a medical professional is a Level 1 Sports Trainer certificate as recognised and certified by Sports Medicine Australia or a qualified physiotherapist whose name is listed in the Australian Health Practitioner Regulation Agency website.
- 3. A Club that wishes to appoint a medical professional whose qualifications do not meet those specified in this Article 9 may apply to Football West to have that medical professional approved for that Club.
- 4. Should a medical professional leave the Club during a Competition Season, that Club must inform Football West in writing within 2 Business Days of the date of departure. The Club and Football West will then meet within 5 Business Days of such notification in order to agree on a timeframe for the replacement of that medical professional.
- 5. During a Competitive Season for NPLWA Juniors Matches a person qualified in first aid must be in attendance.
- 6. In each NPLWA Juniors Match, the home team must have a person with a valid Senior First Aid Certificate present at the ground. A person who is also present as medical professional for the purposes of Matches described in paragraph 1 will be considered to have a valid certification for the purposes of this paragraph.
- 7. For the purpose of determining a penalty for a breach of this Article, a first breach of this Article in any one Competition Season is a Category 1 breach. A second breach of this Article in the same Competition Season is a Category 2 breach. A third and subsequent breach of this Article in the same Competition Season is a Category 3 breach.

### **Article 11 - Reporting & Documentation**

- 1. Each Club must comply with the reporting and documentation submission requirements as set out in Appendix C by the dates and times specified in Appendix C.
- 2. The categorisation of breaches of this Article and the applicable penalty is set out in Appendix C.

### **Article 12 - Football West Powers & Discretion**

- 1. Notwithstanding any other Article in these regulations, Football West may, in its absolute discretion and for the sole benefit of the NPLWA Competition as a whole:
  - a) vary any time frame specified in these regulations for compliance with any Article; and/or
  - b) impose any one or more conditions on a Club that is otherwise in breach of these regulations as a condition to that Club remaining in the NPLWA Competition; and/or
  - c) require a Club to meet with Football West to discuss breaches or potential breaches of these regulations.
- 2. Any party affected by a decision made by Football West under this Article 11 will be notified in writing by Football West of such a decision.
- 3. Football West may audit or request documentation from a NPLWA Club at any point in its absolute discretion.

### **Article 13 - Breaches & Penalties**

- 1. A breach by a Club of any Article in these regulations will result in that Club being liable to the penalty specified in the relevant Article and in Appendix A.
- 2. Football West must, by notice in writing, inform a Club of any breach of these regulations and the resulting penalty.
- 3. Any notice issued pursuant to paragraph 2 for a Category 1 & 2 breach:
  - a) is final and binding on the relevant Club;
  - b) constitutes conclusive evidence of the commission of the breach; and
  - c) is not subject to review by the D&G Tribunal.
- 4. Any notice issued pursuant to paragraph 2 for a Category 3 breach is:
  - a) prima facie, evidence of the commission of the breach; and
  - b) may be subject to review by the D&G Tribunal.
- 5. Notwithstanding paragraphs 1 & 2, Football West may, in its absolute and unfettered discretion, whether or not a notice has been issued pursuant to paragraph 2, meet and negotiate with any Club that has or may be about to breach these regulations in order to assist that Club to rectify or prevent any such breach, with or without the imposition of conditions in order to maintain the integrity of the NPLWA Competition.

# Appendix A

## Category of Breach and associated Penalty

Category	Penalty
Category 1	\$500. The Club will be required to rectify the breach within a timeframe set by Football West and subject to such other conditions as are determined by Football West.
Category 2	An immediate financial penalty of \$1,000. In addition to the financial penalty, the Club will be required to rectify the breach within a timeframe set by Football West and subject to such other conditions as are determined by Football West.
Category 3	An immediate financial penalty of not more than \$5,000 or expulsion from the NPL WA Competition, as determined by Football West.  If a financial penalty is imposed, in addition to the financial penalty, the Club will be required to rectify the breach within a timeframe set by Football West or the D&G Tribunal and subject to such other conditions as determined by Football West or the D&G Tribunal (as the case may be).

## Appendix B

## Minimum Venue Requirements for

## **NPLWA Seniors**

	Field of Play			
Criterion	Minimum Requirement	Recommended		
Dimensions	Field of Play must satisfy the requirements of the Laws of the Game with a minimum width of 60m.	105m x 68m		
Perimeter Fence	A temporary or permanent fence fully enclosing the field of play, with a recommended height between 800mm and 1000mm. Any temporary fencing must be approved by Football West. Where it is not possible to erect a perimeter fence, Football West may negotiate alternative arrangements.	An access gate for an ambulance, which is kept closed except when the ambulance is required to move onto the Field of Play is recommended.		
Technical Area	Must be present and comply with recommendations in the Laws of the Game. Technical Areas must be wholly inside the perimeter fence.	Technical areas should be either side and equidistant from the halfway line with a maximum distance of 10 metres between each technical area.		
Team Benches	There must be seating for 10 people inside each Technical Area.	A separate chair with a backrest should be provided for each person who will occupy the technical areas.		
Playing Surface	Must be smooth and level to allow the players and Match Officials the confidence of movement that would not contribute in any way to injuries or unexpected falls.			
Line Markings	Must be white. No other line markings other than those required under the Laws of the Game may be present on the Field of Play.	Marks may be made OFF the field of play 9.15m (10 yards) from the corner arc and at right angles to the goal lines and touch lines to assist match officials at corner kicks. Marks should be made in white paint.		
Goalposts	Must be white and when stained by bore water or some other agent, goalposts must be cleaned.	Goal nets should not be suspended by any kind of metal frame or elbow but by some other method which does not constitute a danger to players (e.g. box nets).		

Equipment	A stretcher, 4 corner flags that are free from advertising	

Venue Facilities			
Criterion	Minimum Requirement	Recommended	
Signage	24 linear metres is to be reserved for FA Sponsorship (Need to Change once confirmed) signage comprising 8 metres on the centre of the far side of the field (4 metres each side of the half-way line) and 8 metres behind each goal.		
Seating Capacity	A permanent structure specifically designed for seating spectators situated outside the clubrooms that provides unobstructed viewing to the field of play and that provides seating for a minimum of 120 people. The structure must be approved by Football West.	A permanent structure specifically designed for seating spectators situated outside the clubrooms that provides unobstructed viewing to the field of play and that provides under cover seating for a minimum of 500 people. The structure must be approved by Football West.	
Food and Drinks	The venue must have selling points for food and alcoholic and non-alcoholic beverages.	In addition, an exclusive area for sponsors and VIPs should be set aside.	
Toilets	Male and Female Public toilets which are away from the team change rooms and accessible to all spectators.	A public disabled toilet should be provided.	
Parking	Sufficient parking for match officials close to the Match Officials' change room.	50 bays for players and team officials.	

	Change Rooms				
Criterion	Minimum Requirement	Recommended			
Home and Away Teams	Must be separate from each other and be large enough for 20 people. Must have hot and cold water showers, toilets which are separate from the public toilets and clothes hanging facilities.	Other equipment recommended:      Whiteboard and pens     Mirror & Washbasin     Power Points     Refrigerator			
Match Officials	Must be separate from team change rooms and be large enough for 4 people. Must have a hot and cold water shower, a toilet and clothes hanging facilities.  The Match Officials' change room may not be used for any other purpose (eg. storage) and MUST be lockable.	Match Officials should be able to move to the team change rooms without going through an open area or an area to which spectators and the general public has access. Other equipment recommended:  • Mirror & Washbasin • Power Points  Refrigerator			
Signage	All rooms must be clearly marked as to their purposes.				

Sports Presentation			
Criterion	Minimum Requirement	Recommended	
PA System	A PA system of sufficient volume to be heard throughout the complete spectator area is required.	A system that can handle both music and speech simultaneously.  A CD player or some other means through which music can be played through loudspeakers in the main spectator area.  Wireless microphone connected to the PA System.	

Scoreboard	A scoreboard erected on one side of the Field of Play, which is
	visible to people on the opposite side of the Field of Play. The
	scoreboard must be able to display unique team names and
	team scores.

Medical			
Criterion	Minimum Requirement	Recommended	
Treatment Table	An undercover treatment table must be present, which is able to be used by both teams.	A separate Athletes Medical Room is recommended with two treatment tables.	

## **Appendix C**

## Reporting and Document Submission

Document	Description	Date Required	Category of Breach for Non-Compliance
Youth Training Plan	A youth training plan in the format and with the content set down by Football West	Last Business Day of February each year	A breach of this requirement is a Category 1 breach. A second breach of this requirement is a Category 2 breach. A third or subsequent breach of this requirement is a Category 3 breach.
List of Coaches	A report which identifies the coach of each team in the Club's NPL structure which also outlines each coach's qualifications	Last Business Day of February each year	A breach of this requirement is a Category 1 breach. A second or subsequent breach of this requirement is a Category 2 breach.
List of Medical Professionals	A report which identifies the medical professional for the first and the under 20s teams in the Club's NPL structure which also outlines each medical professional's qualifications	Last Business Day of February each year	A breach of this requirement is a Category 1 breach. A second or subsequent breach of this requirement is a Category 2 breach.
Club Constitution	A copy of the Club's most recent version of its constitution	Upon entry into the NPLWA or upon adoption of new constitution.	Category 1.
Date of AGM	The date and time of the Club's Annual General Meeting for each year	Five Business Days before the date of the AGM	Category 1. A second or subsequent breach of this requirement is a Category 2 breach.
Date of Public Forum	The date and time of each of the Club's Public Forums for each year with a description of the people to whom invitations have been sent	Five Business Days before the date of the Public Forum	Category 1.

Player Agent Statutory	A statutory declaration submitted by the	Last Business Day of each calendar year	Category 1. A second breach of this

Declaration	president of the Club that details the existence and terms of any contractual, financial or other relationship with a Player Agent		requirement is a Category 2 breach. A third or subsequent breach of this requirement is a Category 3 breach.
Academy Statutory Declaration	A statutory declaration submitted by the president of the Club that details the existence and terms of any contractual, financial or other relationship that the Club has with an overseas or interstate club, including, but not limited to, the promotion of a brand associated with that overseas club.	Last Business Day of each calendar year	Category 1. A second breach of this requirement is a Category 2 breach. A third or subsequent breach of this requirement is a Category 3 breach.
Management Structure	The Club must document its management structure to include position titles, positions descriptions and the name of staff filling such positions.	Last Business Day of February each year. Thereafter 10 Business Days after any amendment, alteration or substitution.	Category 1. A second breach of this requirement is a Category 2 breach. A third or subsequent breach of this requirement is a Category 3 breach.
Technical Report	The Club Technical Director must submit a report containing an assessment of the training programs conducted across each youth team. The report will also provide an assessment of talented players applying assessment criteria determined by the State Technical Director.	Within 20 Business Days of the end of the NPLWA season.	Category 1. A second breach of this requirement is a Category 2 breach. A third or subsequent breach of this requirement is a Category 3 breach.

Audited Financial Statements		Within 4 months of the end of the Club's Financial Year. The Club must inform Football West of the date of the end of its Financial Year by the last Business Day of February each year.	Category 1. A second breach of this requirement is a Category 2 breach. A third or subsequent breach of this requirement is a Category 3 breach.
Annual Report	The Club must submit an annual report which summarises the activities undertaken in all areas of the club, the successes achieved and areas for further development.	Within 20 Business Days of the completion of the Annual General Meeting	Category 1. A second breach of this requirement is a Category 2 breach. A third or subsequent breach of this requirement is a Category 3 breach.
Player Fees	The Club must submit a report in the format detailed by Football West. The report must contain a breakdown of the costs incurred in delivering the programs and will be assessed by the Football West and FA for their reasonableness. Both FA and Football West shall have the power to require the Club to validate information contained in the report or to require the Club to revises its proposed fees.	Last Business Day of February each year	Category 1 - failure to submit by the start of season automatically elevates the breach to Category 2. A second or subsequent breach of this requirement is a Category 3 breach.