

# Competition Management Regulations

#### These Regulations must be read in conjunction with the following documents.

#### **FIFA Documents**

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

#### **FA Documents**

- FA Constitution
- National Registration, Status and Transfer 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 Complaints Procedure
- National Privacy Policy
- National Anti-Doping Policy
- National Spectator Code of Behaviour

#### **Football West Documents**

- Football West Competition Rules
- NPLWA Competition Rules
- NPLWA Compliance Regulations
- Disciplinary & Grievance Regulations
- Code of Conduct
- Complaints & Dispute Process
- Long Term Injury Policy

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#### Article 1 - Introduction

- 1. Football West, Associations, Clubs, Club Associates and Match Officials are bound by these Regulations.
- 2. Football West may alter, add to, clarify or delete any of these Regulations at its discretion. Any changes to these Regulations will be communicated by notice from Football West to each Club. A change takes effect on the date specified in that notice.

# Article 2 - Objectives

- 1. To ensure that all Clubs and Club Associates compete within the same environment.
- 2. To ensure that Football is played competitively and fairly in accordance with principles of true sportsmanship and in accordance with the Laws.
- 3. To constantly improve the game of Football and promote, regulate and control it throughoutWestern Australia.
- 4. To respect and prevent any infringement of the Statutes and Regulations, directives and decisions of FA as well as the Laws of the Game, and to ensure that these are also respected by its members.
- 5. To encourage participation in Football and to improve and advance Football as a spectator sport, and to provide a safe and secure playing and spectator environment.

# Article 3 - Definitions & Interpretation

#### **Definitions**

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

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.

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

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

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

- Player;
- Member of a Club:
- Supporter of a Club;
- Association;
- Club.

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

Competition Season means any series of competitive Matches.

FA means 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 Constitution means the constitution of Football West in force from time to time and published on the Football West website.

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

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

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

Match Official includes the following:

- Football West appointed referee
- Football West appointed assistant referee
- Football West appointed referee inspector
- Football West appointed Match Commissioner
- Any other person designated by Football West as a Match Official including a nonaccredited referee chosen by a Club to preside over a Match in the absence of a Football West appointed referee

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

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

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

Representative Team means a group of Players which may be registered with different Clubs,

but which represents Football West in a particular Match or series of Matches.

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

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

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

Any term defined in the Football West Constitution has the same meaning as set out in that document unless otherwise expressed in these Regulations.

## *Interpretations*

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 correspondingmeaning;
- any reference to a paragraph number refers to a paragraph in the same Article unlessotherwise 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 asamended at any time;
- the use of the word includes or including is not to be taken as limiting the meaning of thewords preceding it;
- the expression at any time includes reference to past, present and future time and theperformance of any action from time to time;
- an agreement, representation or warranty on the part of two or more persons binds themjointly and severally;
- an agreement, representation or warranty on the part of two or more persons is for thebenefit of them jointly and severally;
- reference to an item is a reference to an item in the schedule to this document (if any);
- reference to an exhibit, annexure, attachment or schedule is a reference to the corresponding exhibit, annexure, attachment or schedule in this document;
- reference to a statute includes all regulations and amendments to that statute and any statute passed in substitution for that statute or incorporating any of its provisions to the extent that they are incorporated.
- all monetary amounts are inclusive of GST unless stated otherwise.

## Article 4 - Laws

- 1. All Clubs and Club Associates are bound by the Laws as determined by the associated regulatory body.
- 2. Football West has authority to make and to vary those Laws over which it has direct controlprovided that any such variation is communicated via the Football West website.
- 3. Any variation under paragraph 2 will have the same force as though forming part of these Regulations.

## Article 5 - Competition Structure

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

# Article 6 - Affiliation & Participation in Competitions

- 1. A Club must affiliate with Football West if it wishes to enter Teams in Football West Competitions
- 2. Football West reserves the right to refuse affiliation of any Club at its discretion.
- 3. Affiliated Clubs will be automatically permitted to enter Teams in the same leagues in which they entered Teams in the previous Competition Season unless determined otherwiseby Football West or a Disciplinary & Grievance Tribunal decision.
- 4. Affiliated Clubs will be permitted to enter Teams into the following competitions in which they have not previously entered Teams as long as those Clubs are located in the metropolitan area:
  - a) Metropolitan League

- b) Masters League
- c) Over 45s League
- d) Over 55s League
- e) Women's League
- f) Junior Boys League
- g) Junior Girls League
- 5. An affiliated Club which wishes to enter a Team in the following leagues, and which did not enter a Team in that league in the previous Competition Season, must apply to Football West in writing if it wishes to enter a Team in that league in the following Competition Season:
  - a) Women's League
  - b) Amateur League
  - c) Junior Boys League
  - d) Junior Girls League
  - e) MiniRoos League
- 6. An affiliated club is not permitted to submit a direct application for Team entry into the following leagues. Participation in these leagues can only be achieved through the promotion and relegation processes stipulated in the corresponding Competition Rules:
  - a) National Premier Leagues
  - b) Men's State League
- 7. Entry into Football West competitions is entirely dependent on vacancies and at the discretion of Football West. Football West will consider factors including, but not limited to, the following when considering admitting Clubs into leagues in each Competition Season:
  - a) whether or not a Club has met payment obligations to Football West within the prescribed timeframes in the previous Competition Season, as stipulated by Football West's Collection of Fees policy.
  - b) whether or not the Club has a debt with Football West;
  - whether or not the Club has met any probationary requirements in the previous Competition Season;
  - d) whether or not the Club has met all eligibility requirements of the competition.
  - e) the level to which the Club has met its fixture obligations; and
  - f) the Club's disciplinary record.
- 8. A Club must register all of its Players in accordance with the National Registration, Status and Transfer Regulations.
- 9. Football West reserves the right to limit the number of Teams that may be entered by a Club if there is evidence to suggest that the number of fields of play to which the Club has access may not support that number of Teams.
- 10. Football West encourages ground sharing arrangements but reserves the right to limit the number of Clubs which may share any single ground.
- 11. A venue nominated by a Club as its home ground must be available for the entire Competition Season.

## Article 7 - Amalgamations of Clubs

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

## Article 8 - Venues

- 1. A venue used by an affiliated Club as its home ground must meet the classification standardsof Appendix 1.
- 2. At any venue where Football West matches are being conducted, a person may not smoke tobacco or use vaping devices within 20 metres of the Field of Play.
- 3. Glassware, glass bottles, or cans are not allowed on the Field of Play or in any area surrounding it including any designated spectator areas.
- 4. Clubs must meet the venue classification as listed below:
  - a) NPL Clubs must meet the requirements set in the NPL Club Licensing Regulations (Class A requirements).
  - b) State League Divisions One & Two and Woman's League Division One Clubs must meet Class B requirements.
  - c) Amateur League Clubs must meet Class C requirements.
  - d) All other Clubs must meet Class D requirements.
- 5. Portable goalposts may be used in Football West matches but must comply with the applicableAustralian standard and legislation.

# Article 9 - Competition Fees, Charges and Fines

- 1. Football West will determine each calendar year, a schedule competition fees, charges and fines which will apply to the season in that calendar year.
- 2. Fees, charges and fines include, but are not limited to:
  - a) Competition fees
    - (i) Team entry fee
    - (ii) Player registration fee
    - (iii) Tribunal request fee
    - (iv) Appeal request fee
    - (v) Match Official fees
  - b) Charges
    - (i) Late entry and team withdrawal charges
    - (ii) General and ad-hoc administrative charges
  - c) Fines
    - (i) Disciplinary & Grievance Tribunal and appeal decision fines
    - (ii) Rule breach fine
    - (iii) Misconduct fine

## Article 10 - Outstanding Debts

- 1. Any club which has an outstanding debt owed to Football West as at 31 December of each year will be disaffiliated from Football West.
- A disaffiliated club:
  - a) Will not be issued with a login for player registrations;
  - b) Will not have its players covered by insurance for training and competition purposes; and
  - c) Will not have any friendly matches sanctioned.
- 3. In addition to the above, if an outstanding debt is not settled prior to 31 December of that year, the club may be removed from all fixture planning and may forfeit any positions in Football West Competitions to which it would otherwise be entitled.

# Article 11 - Change of Club Name

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

3. Any new name or logo requested by a Club must comply with the National Club Identity Policy.

## Article 12 - Awards

- 1. Trophies, cups and shields that are deemed perpetual trophies must be returned by **28th July** each year.
- 2. Night Series trophies must be returned by **7<sup>th</sup> February** each year.
- 3. A Club which does not return a perpetual trophy by the stipulated dates will be subject to an administration charge of \$55 per trophy for each week the trophy remains overdue up to and including the amount of the cost of a replacement trophy. Once this amount has been accrued, a replacement trophy will be purchased, and the Club will be invoiced for the cost.
- 4. A Club which is unable to locate a perpetual trophy or has damaged a perpetual trophy will be charged an amount equivalent to its replacement cost.

### **Article 13 - Notification**

- 1. Where Football West is required to notify any Club of any matter then such requirement isdeemed to have been satisfied by Football West by:
  - a) sending any such notification by email to the Club's email address last identified to Football West by that Club; or
  - b) sending such notification by ordinary mail to the Club's postal address last identified to Football West by that Club.
- 2. Such notification is deemed to have been received:
  - a) in the case of notification by email, at the time at which such email is sent; or
  - b) in the case of notification by post, at the expiration of 2 Business Days following the dateon which such notification was posted.

# **Venue Requirements for Football West Competitions**

Requirement	NPL Licensing Regulations	Class B	Class C	Class D	
Field of Play size in addition to requirements of the Laws of the Game	Minimum width 60m Minimum length 96m		Minimum width 60m, withexceptions to 55m where approved.	N/A	
Technical Area					
Technical Area Seating	12 seats			N/A	
Field of Play Barrier (separating spectators from the match)	Must completely surround the field of play	Barrier must exist between spectators and the Field of Play and Technical Area.		N/A	
Floodlights	Where present, they must be approved by Football West for competition matches.				
Players' Change Rooms	Two separate and lockable rooms required. Must have hot and cold water, showers and toilets.				
Match Officials' Change Rooms	Separate <b>lockable</b> room which can accommodate 4 people. Must have hot and cold water, shower and toilet.		Not required		
Scoreboard	Fully functional and in operation for every match		Not required		
Spectator Facilities	Male and Female public toilets Canteen or kiosk serving hot a	N/A			