

# **HYUNDAI A-LEAGUE**

# **A-LEAGUE DISCIPLINARY REGULATIONS**

# **TABLE OF CONTENTS**

1.	OBJECTIVES AND APPLICATION OF THE REGULATIONS	2
2.	LAWS OF THE GAME	2
3.	AUTHORITIES AND JURISDICTION	3
4.	CONSTITUTION OF BODIES	4
5.	YELLOW CARDS	4
6.	RED CARDS	5
7.	OFFENCES BY TEAM OFFICIALS	7
8.	TEAM MISCONDUCT	8
9.	MATCH REVIEW PANEL – POST MATCH REVIEW OF A-LEAGUE MATCHES	8
10.	NOTICES	17
11.	RIGHT TO SANCTION	17
12.	NATURE AND FORM OF SANCTIONS	18
13.	SERVING A SUSPENSION	19
14.	FRIENDLY MATCHES	23
15.	EFFECT OF ABANDONED MATCHES	24
16.	ROLE OF FFA	24
17.	CONDUCT OF HEARINGS	26
18.	PROCEDURAL FAIRNESS	26
19.	HEARING PROCEDURE	27
20.	DETERMINATIONS AND DELIBERATIONS	28
21.	APPEALS	29
22.	NO RECOURSE TO COURTS	30
23.	APPLICABLE LAW	31
24.	IMMUNITY	31
25.	SUBSTANTIAL COMPLIANCE	31
26.	NOTICE	31
27.	DEFINITIONS AND INTERPRETATIONS	31

# PART A - GENERAL PROVISIONS

#### 1. OBJECTIVES AND APPLICATION OF THE REGULATIONS

- 1.1 These Regulations form part of the FFA Statutes and, among other things, apply to Offences committed by any Participant during an A-League Match.
- 1.2 These Regulations are designed to ensure that appropriate standards of behaviour are upheld on the field of play in a consistent manner across A-League Matches and in interpreting and applying these Regulations that objective is to be given effect.
- 1.3 The Regulations:
  - (a) apply to FFA, Clubs, Players and Team Officials;
  - (b) apply to all A-League Matches;
  - (c) continue to apply to a Club or a Participant even after that Club's or Participant's association, registration, employment or engagement has ended, if that Club or Participant breached these Regulations while a current Participant;
  - (d) form part of the FFA Statutes; and
  - (e) do not limit or restrict the application of FIFA Statutes or FFA Statutes and, in particular, the Code of Conduct for conduct or behaviour of a Player or Team Official.

# 2. LAWS OF THE GAME

- 2.1 The Laws of the Game as drafted by the International Football Association Board and as adopted in FIFA Statutes govern the conduct of A-League Matches.
- 2.2 During an A-League Match, a Referee may take the following disciplinary action:
  - (a) in the case of a Player, issue a Yellow Card in accordance with the Laws of the Game:
  - (b) in the case of a Player, issue a Red Card in accordance with the Laws of the Game; and/or
  - (c) in the case of a Team Official, direct the Team Official from the field of play, its surrounds and the Technical Area (*Expulsion*, *Expelled*, or *Expel*).
- 2.3 These Regulations contain a Table of Offences at Annexure A. The Table of Offences details charges that can be initiated in accordance with these Regulations against a Player for Red Card Offences or a Team Official for Expulsion Offences.
- 2.4 After an A-League Match, a Referee must submit to FFA a Referee's Report recording any disciplinary action taken in accordance with clause 2.2. The Referee and other Match Officials may, and if requested by FFA must, submit to FFA an incident report providing details of the incident giving rise to the disciplinary action or any other incident that may have occurred during the A-League Match.

#### 3. AUTHORITIES AND JURISDICTION

#### 3.1 The Referee:

- (a) controls each match and has authority to enforce the Laws of the Game in each A-League Match to which he or she has been appointed;
- (b) makes all disciplinary decisions during an A-League Match, which decisions, subject to the limited exceptions contained in these Regulations, are final;
- (c) has the powers, duties and authority:
  - (i) as specified in the Laws of the Game and, in particular, Law 5; and
  - (ii) to make disciplinary decisions from the moment he or she enters the field of play until he or she leaves the field of play after the final whistle.

#### 3.2 FFA:

- (a) administers the A-League;
- (b) may exercise any of the powers granted to it under these Regulations;
- (c) must convene the Disciplinary and Ethics Committee and the Appeal Committee to make determinations as required under these Regulations;
- (d) will constitute a Match Review Panel to operate in accordance with these Regulations;
- (e) will appoint a Disciplinary Counsel to act in accordance with these Regulations;
- (f) must give effect to the sanctions applied pursuant to these Regulations and, where appropriate, impose further sanctions if a Participant contravenes the terms of a sanction;
- (g) may appoint an Investigations Officer to operate in accordance with these Regulations.

# 3.3 The Disciplinary and Ethics Committee:

- (a) must determine matters that have been referred to it and impose such sanctions as are authorised and appropriate to the determination; and
- (b) may rectify Obvious Error in the Referee's disciplinary decisions,
- arising from A-League Matches as specified and in accordance with these Regulations and the FFA Statutes.
- 3.4 The Appeal Committee has jurisdiction to hear appeals from the Disciplinary and Ethics Committee and appeals pursuant to clause 21.2 and must determine appeals, including imposition of any sanction, in accordance with these Regulations and the FFA Statutes.

#### 3.5 The Match Review Panel:

- (a) applies the Table of Offences and proposes sanctions;
- (b) refers matters to the Disciplinary and Ethics Committee; and
- (c) may rectify Obvious Error in the Referee's disciplinary decisions,

arising from A-League Matches as specified and in accordance with these Regulations and the FFA Statutes.

#### 4. CONSTITUTION OF BODIES

#### Match Review Panel

- 4.1 The Match Review Panel will be constituted by three (3) members appointed from time to time by the Chief Executive Officer of FFA of which at least one will be a former national referee and one a former professional player.
- 4.2 The Match Review Panel will reach decisions by a majority verdict, each member entitled to cast one (1) vote except when allowing an Obvious Error (Red Card) Application when its decision must be unanimous.

# Disciplinary and Ethics Committee

- 4.3 The Disciplinary and Ethics Committee has jurisdiction to determine matters referable to it pursuant to these Regulations.
- 4.4 In a hearing, the Disciplinary and Ethics Committee must consist of three (3) persons (including a Chair).
- 4.5 Each member of the Disciplinary and Ethics Committee has and must exercise a single vote and all decisions of the Disciplinary and Ethics Committee will be made by majority vote.

# Appeal Committee

- 4.6 The Appeal Committee has jurisdiction to determine appeals from Determinations of the Disciplinary and Ethics Committee in accordance with these Regulations and appeals by Clubs in the case of sanctions issued by FFA for Team Misconduct.
- 4.7 In a hearing, the Appeal Committee must consist of three (3) persons (including a President and at least one former professional player).
- 4.8 Each member of the Appeal Committee has and must exercise a single vote and all decisions of the Appeal Committee will be made by majority vote.

#### **PART B - INFRINGEMENTS**

# 5. YELLOW CARDS

- 5.1 A Yellow Card is issued by a Referee to a Player for the commission of the following cautionable offences specified at Law 12 of the Laws of the Game:
  - Y1 unsporting behaviour
  - Y2 dissent by word or action
  - Y3 persistent infringement of the Laws of the Game
  - Y4 delaying the restart of play

- Y5 failure to respect the required distance when play is restarted with a corner kick, free kick or thrown in
- Y6 entering or re-entering the field of play without the Referee's permission
- Y7 deliberately leaving the field of play without the Referee's permission.
- 5.2 FFA must specify that a Player who accumulates a certain number of Yellow Cards during the course of the A-League must serve a mandatory match suspension.
- 5.3 Further to clause 5.2, unless otherwise specified in the A-League competition rules, a Player who accumulates the following number of Yellow Cards during the course of the Regular Season, must serve the following mandatory match suspensions:
  - (a) for the period commencing from the Player's Club's first A-League Match to the Player's Club's 21<sup>st</sup> A-League Match of the Regular Season, five (5) Yellow Cards equates to a Mandatory Match Suspension one (1) match suspension; and
  - (b) irrespective of whether a Player has received a Mandatory Match Suspension of one (1) match suspension under clause 5.3(a), eight (8) Yellow Cards during the Regular Season equates to a Mandatory Match Suspension of one (1) A-League Match suspension. For every three (3) Yellow Cards thereafter, a Mandatory Match Suspension of one (1) A-League Match.
- 5.4 Further to clause 5.2, unless otherwise specified in the A-League competition rules, a Player who accumulates three (3) Yellow Cards during the course of the Finals Series, must serve a Mandatory Match Suspension of one (1) A-League Match suspension.
- 5.5 If a Player receives two (2) Yellow Cards during the same A-League Match and therefore receives an indirect Red Card, the two (2) Yellow Cards do not count for the purposes of accumulation.
- 5.6 If a Player receives a Yellow Card and then a direct Red Card in the same A-League Match, the Yellow Card will count in the Player's accumulation of Yellow Cards.
- 5.7 The accumulation of Yellow Cards will be reset to zero at the end of the last A-League Match of the Regular Season and any Finals Series respectively. This means that Yellow Cards accumulated in the Regular Season do not carry over to any Finals Series and Yellow Cards accumulated in the Finals Series do not carry over to the next Regular Season.
- 5.8 Match suspensions incurred as a result of the accumulation of Yellow Cards in either the Regular Season or Finals Series must be served in the next A-League Match in which the Club competes whether that be in the Regular Season or Finals Series.
- 5.9 A Yellow Card issued to a Player during a Non-Fixture Match does not accumulate toward future matches.

# 6. RED CARDS

6.1 A Red Card is an order given by the Referee to a Player to leave the field of play, its surrounds and the Technical Area during an A-League Match.

- 6.2 A Red Card is issued by a Referee to a Player for the commission of the following sendingoff offences specified at Law 12 of the Laws of the Game:
  - R1 serious foul play
  - R2 violent conduct
  - R3 spitting at an opponent or any other person
  - R4 denying the opposing team a goal or an obvious goal-scoring opportunity by deliberately handling the ball (this does not apply to a goal-keeper within his own penalty area)
  - R5 denying an obvious goal-scoring opportunity to an opponent moving towards the player's goal by an offence punishable by a free kick or a penalty kick
  - R6 using offensive, insulting or abusive language and/or gestures
  - R7 receiving a second caution in the same match.
- 6.3 A Red Card is regarded as indirect if it is the result of the accumulation of two (2) Yellow Cards in the same A-League Match and as direct in all other cases. Where a Player receives an indirect Red Card, he will serve a Mandatory Match Suspension of one (1) A-League Match or one (1) FFA Cup Match (whichever comes first).
- 6.4 FFA must specify that a Player who accumulates a certain number of direct Red Cards during the course of the A-League must serve a Mandatory Match Suspension.
- 6.5 Further to clause 6.4, unless otherwise specified in the A-League competition rules, a Player who accumulates the following number of direct Red Cards during the Regular Season or Finals Series, must serve the following Mandatory Match Suspension:
  - (a) 1st occasion, equates to a one (1) match suspension;
  - (b) 2nd occasion, equates to a one (1) match suspension;
  - (c) 3rd occasion, equates to a two (2) match suspension; and
  - (d) 4th occasion, equates to a three (3) match suspension,

to be served in the Club's next A-League Match(es) and/or FFA Cup Match(es), (whichever come(s) first).

- 6.6 For the purposes of the accumulation of direct Red Cards as set out in clause 6.5:
  - (a) if a Player is required to serve a suspension following identification of a Citation Incident pursuant to clauses 9.1(c)(i) and 9.1(c)(iii), that Player shall be deemed to have received a direct Red Card for that Citation Incident; and
  - (b) for the avoidance of doubt, if a direct Red Card issued to a Player is expunged in accordance with clause 9.7, that direct Red Card shall not be counted towards the accumulation of direct Red Cards.
- 6.7 Subject to clause 13.3, a Player issued with a Red Card during an A-League Match:
  - (a) must proceed directly to the Club's designated dressing room in the first instance;

- (b) must not for the remainder of the A-League Match, enter the field of play, the surrounds of the field of play or the Technical Area or occupy the Players' race;
- (c) must not, until 1 hour after the conclusion of the A-League Match, have contact with:
  - (i) the Broadcast Partner or any other media where the purpose of such contact is for it to be electronically broadcast to the public, including (but not limited to) participating in any post-match press conference and participating in television or radio interviews; and
  - (ii) any Player or Team Official while that person is in an area outlined in clause 6.7(b) above;
- (d) may, if the venue facilitates it, be escorted to a suitable secure area within the venue to observe the remainder of the A-League Match. Should the venue not provide access to a coach's box or an alternative secure area, it will be at the discretion of the host Club to determine the most secure place for the Player to be positioned for the remainder of the A-League Match; and
- (e) in the case of a Player who is a minor, an adult Team Official must remain with the minor at all times once they have left the field of play.

#### 7. OFFENCES BY TEAM OFFICIALS

- 7.1 A Referee may Expel a Team Official from the field of play, its surrounds and the Technical Area where a Team Official commits an Expulsion Offence specified in the Table of Offences.
- 7.2 A Team Official who has been Expelled from the field of play, its surrounds and the Technical Area by a Referee must serve a one (1) Mandatory Match Suspension of one (1) match to be served in the next A-League Match or FFA Cup Match (whichever comes first) and is subject to an additional sanction in accordance with the Table of Offences.
- 7.3 Subject to clause 13.3, a Team Official who has been Expelled from the field of play, its surrounds and the Technical Area during an A-League Match:
  - (a) must proceed directly to the Club's designated dressing room in the first instance;
  - (b) must not for the remainder of the A-League Match, enter the field of play, the surrounds of the field of play or the Technical Area or occupy the Players' race;
  - (c) must not, until 1 hour after the conclusion of the A-League Match, have contact with:
    - (i) the Broadcast Partner or any other media where the purpose of such contact is for it to be electronically broadcast to the public, including (but not limited to) participating in any post-match press conference and participating in television or radio interviews (with the exception of the Head Coach who will be required to fulfil their media commitments at the conclusion of the A-League Match); and
    - (ii) any Player or Team Official while that person is in an area outlined in clause 7.3(b) above; and

- (d) may, if the venue facilitates it, be escorted to a suitable secure area within the venue to observe the remainder of the A-League Match. Should the venue not provide access to a coach's box or an alternative secure area, it will be at the discretion of the host Club to determine the most secure place for the Expelled Team Official to be positioned for the remainder of the A-League Match.
- 7.4 Otherwise than as permitted in accordance with the Laws of the Game or the Mobile and Communication Devices Policy, Players and/ or Team Officials must not use electronic communication systems during an A-League Match. FFA may sanction a Club and/or a Club's Participants for any use of electronic communication systems in breach of the Laws of the Game or the Mobile and Communication Devices Policy during an A-League Match.

#### 8. TEAM MISCONDUCT

- 8.1 Each Club must ensure that its Participants do not engage in Team Misconduct.
- 8.2 Team Misconduct in relation to a Club is where:
  - (a) five (5) of its Participants are cautioned or expelled during an A-League Match;
  - (b) three (3) of its Participants are sent off or expelled during an A-League Match;
  - (c) its Participants collectively show dissent towards a Match Official or collectively seek to intimidate, threaten or exert pressure on a Match Official to make or alter a decision; or
  - (d) its Participants engage in a melee or brawl.
- 8.3 In accordance with the FIFA Disciplinary Code, FFA may sanction a Club whose Participants engage in Team Misconduct.

# **PART C - DISCIPLINARY PROCESSES**

#### 9. MATCH REVIEW PANEL - POST MATCH REVIEW OF A-LEAGUE MATCHES

- 9.1 At the soonest practicable time(s) following each A-League Match (typically the Monday afternoon following the conclusion of a round of A-League Matches), the Match Review Panel must in the first instance, review all available Broadcast Footage of incidents and:
  - the Referee's Report and any Match Official Reports relating to incidents where a
     Player has received a direct Red Card for Red Card Offences and cases where
     Team Officials have been Expelled for Expulsion Offences;
  - (b) determine any Obvious Error (Red Card) Application(s) made by Players pursuant to clause 9.3 in accordance with clauses 9.3 to 9.10:
  - (c) identify Citation Incidents being incidents involving a:
    - (i) Player which in its opinion based upon Law 12 of the Laws of the Game should have been sanctioned with a direct Red Card, that escaped the Referee's attention (as defined by clause 9.2), other than Offence 1 of the

- Table Of Offences (Denying the opposing team a clear goal-scoring opportunity);
- (ii) Team Official which in its opinion should have been sanctioned with Expulsion, that escaped the Referee's attention (as defined by clause 9.2); or
- (iii) incidents of Simulation committed by Players that were not detected by the Referee during the A-League Match;
- (d) determine whether incidents under either clause 9.1(a) or 9.1(c)(i) and 9.1(c)(ii) are Category 1 or Category 2 offences, as specified in the Table of Offences; and
- (e) in respect of the incidents reviewed, follow the procedures applicable to each incident as prescribed in clauses 9.11 to 9.39 which in each case will lead to notification to the Participant in accordance with these Regulations.
- 9.2 For the purposes of these Regulations, an incident has escaped the attention of the Referee if the Match Review Panel, after a review of the Broadcast Footage and any Referee's and Match Official Reports, in its sole opinion, determines that either the Referee did not see the specific incident in question, his or her view of the incident was not sufficiently clear for him or her to rule on the incident or the incident was not drawn to his or her attention by an assistant referee, fourth official or, if applicable, video assistant referee. The Match Review Panel, in making its determination, will if necessary seek confirmation from the Referee that the incident escaped his or her attention. Any decision of the Match Review Panel that the incident escaped the attention of the Referee is final and may not be challenged before a Judicial Body.

# Obvious Error (Red Card) Application

- 9.3 Where a Player believes that the Referee has made an Obvious Error in issuing the Player with a direct Red Card, the Player may make an Obvious Error (Red Card) Application.
- 9.4 An Obvious Error (Red Card) Application must:
  - (a) take the form of Prescribed Form DR01;
  - (b) be submitted to FFA by 12.00 noon (local time of the city in which the Club is domiciled) on the first business day following the match to which the Obvious Error (Red Card) Application relates, time being of the essence; and
  - (c) be accompanied by a payment to FFA of \$500.00.
- 9.5 The Match Review Panel will consider an Obvious Error (Red Card) Application on the following evidence only:
  - (a) the available Broadcast Footage;
  - (b) Match Official Reports; and
  - (c) any written submissions made on behalf of the Player.
- 9.6 The Match Review Panel will determine the Obvious Error (Red Card) Application.

- 9.7 If the Match Review Panel allows the Obvious Error (Red Card) Application, the Player is not required to serve the Mandatory Match Suspension, the fee is refunded and the Red Card is expunged from the record of the Player.
- 9.8 If the Match Review Panel rejects the Obvious Error (Red Card) Application and the Match Review Panel considers that it was frivolous, the Match Review Panel must impose a further one (1) match suspension (in addition to any other applicable match suspension) to be served in an A-League Match or FFA Cup Match (whichever comes first).
- 9.9 A decision of the Match Review Panel to allow an Obvious Error (Red Card) Application must be unanimous.
- 9.10 For the avoidance of doubt, there is no right of appeal or other review of the determination of the Match Review Panel of an Obvious Error (Red Card) Application or any additional sanction imposed pursuant to clause 9.8 and accordingly, the Mandatory Match Suspension must be served.

# Category 1 Offences – direct Red Cards or the Expulsion of Team Officials

- 9.11 The following procedure applies to incidents which the Match Review Panel after conducting its review under clause 9.1(a) has determined are Category 1 Offences and in relation to which an Obvious Error (Red Card) Application has either not been received or having been received has not been allowed under clause 9.7.
- 9.12 The Match Review Panel will apply the Range at the Table of Offences to the facts of the case to determine what sanction, if any, it proposes should apply in addition to the Minimum Sanction (inclusive of the Mandatory Match Suspension). For the avoidance of doubt, the Match Review Panel is not bound by the categorisation of any offence by the Referee or other Match Official.
- 9.13 If the Match Review Panel, applying the Range at the Table of Offences, proposes a sanction of up to four (4) matches (inclusive of the Mandatory Match Suspension), it must issue a Disciplinary Notice to the Participant (through his or her Club) that includes:
  - (a) the proposed sanction being the:
    - (i) Minimum Sanction (inclusive of the Mandatory Match Suspension which must be served); and
    - (ii) if applicable, any additional sanction above the Minimum Sanction;
  - (b) the time by which the Participant must respond to FFA to advise whether he or she accepts the proposed sanction; and
  - (c) notification that if a response is not received by the time specified, the proposed sanction will be deemed to be accepted.
- 9.14 Upon receipt of a Disciplinary Notice proposing a sanction (issued pursuant to clause 9.13), the Participant may elect to:
  - (a) accept the proposed sanction; or

- (b) refer to the Disciplinary and Ethics Committee for hearing and Determination of the sole question of either:
  - (i) what additional sanction should be imposed (above the Minimum Sanction (inclusive of the Mandatory Match Suspension which must be served)), applying the Range at the Table of Offences in accordance with these Regulations; or
  - (ii) whether Exceptional Circumstances apply and therefore a sanction outside of the Range of Table of Offences should be imposed, provided always that the Mandatory Match Suspension must be served,

such election to be communicated to FFA by the time specified in the Disciplinary Notice. Where such election is not made in accordance with the time limits imposed by these Regulations, time being of the essence, the Participant is deemed to have accepted the proposed sanction.

- 9.15 At a hearing conducted pursuant to a referral under clause 9.14(b), the Disciplinary and Ethics Committee:
  - (a) must make a Determination as to sanction applying the Range at the Table of Offences and in accordance with and subject to clause 11 of these Regulations; and
  - (b) must provide written reasons for its Determination in accordance with clause 20.4.
- 9.16 Where the Match Review Panel, applying the Range at the Table of Offences, forms the view that a sanction of greater than four (4) matches (inclusive of the Mandatory Match Suspension) is warranted, the Match Review Panel must issue a Disciplinary Notice that:
  - (a) notifies the Participant (through his or her Club) of the Mandatory Match Suspension which must be served; and
  - (b) refers the matter to the Disciplinary and Ethics Committee for hearing and Determination of the sole question of what additional sanction should be imposed (above the Mandatory Match Suspension which must be served) applying the Range at the Table of Offences in accordance with these Regulations.
- 9.17 At a hearing conducted pursuant to a referral under clause 9.16(b), the Disciplinary and Ethics Committee:
  - (a) must make a Determination as to sanction, applying the Range at the Table of Offences and in accordance with and subject to clause 11 of these Regulations; and
  - (b) must provide written reasons for its Determination in accordance with clause 20.4.
- 9.18 The Mandatory Match Suspension that applies to a Participant under these Regulations as a consequence of the receipt of a Red Card or Expulsion, is of effect notwithstanding that the Match Review Panel does not notify the Participant of the Mandatory Match Suspension.

# Category 1 Offences - citation Incidents that have escaped the Referee's attention

- 9.19 The following procedure applies to Citation Incidents that the Match Review Panel has identified pursuant to its review under clauses 9.1(c)(i) and 9.1(c)(ii) and which it has determined would be Category 1 Offences if found to be committed.
- 9.20 If the Match Review Panel has determined that on the basis of the evidence reviewed, there is a case for the Participant to show cause why an Offence should not be found to have been committed, the Match Review Panel will issue to the Participant a Show Cause Notice.
- 9.21 The Show Cause Notice must include:
  - (a) notification of the Citation Incident;
  - notification that the Match Review Panel considers there is case to answer that a Category 1 Offence has been committed;
  - (c) the Minimum Sanction which will apply to the Participant if he is found to have committed the Offence;
  - (d) notification providing the Participant the opportunity to show cause as to why an Offence should not be found to have been committed; and
  - (e) the time by which the Participant must file with FFA its submissions with respect to the Show Cause Notice.
- 9.22 The Match Review Panel will reconvene on Tuesday afternoon, or at the nearest alternative time available, to:
  - (a) consider the Citation Incident, including any submissions received from the Participant in response to the Show Cause Notice;
  - (b) determine whether an Offence has been committed; and
  - (c) if it determines an Offence has been committed, apply the Range at the Table of Offences to the facts of the case to determine what sanction, if any, it proposes should apply in addition to the Minimum Sanction (inclusive of the Mandatory Match Suspension).
- 9.23 If the Match Review Panel determines that an Offence has not been committed, FFA will notify the Participant accordingly.
- 9.24 If the Match Review Panel determines that an Offence has been committed, and applying the Range at the Table of Offences, proposes a sanction of up to four (4) matches (inclusive of the Mandatory Match Suspension), it must issue a Disciplinary Notice to the Participant (through his or her Club) that includes:
  - (a) the proposed sanction being the:
    - (i) Minimum Sanction (inclusive of the Mandatory Match Suspension which must be served); and
    - (ii) if applicable, any additional sanction above the Minimum Sanction;

- (b) the time by which the Participant must respond to FFA to advise whether he or she accepts the proposed sanction; and
- (c) notification that if a response is not received by the time specified, the proposed sanction will be deemed to be accepted.
- 9.25 Upon receipt of a Disciplinary Notice proposing a sanction (issued pursuant to clause 9.24), the Participant may elect to:
  - (a) accept the proposed sanction; or
  - (b) refer to the Disciplinary and Ethics Committee for hearing and Determination of the sole question of either:
    - (i) what additional sanction should be imposed (above the Minimum Sanction (inclusive of the Mandatory Match Suspension which must be served)), applying the Range at the Table of Offences in accordance with these Regulations; or
    - (ii) whether Exceptional Circumstances apply and therefore a sanction outside of the Range of Table of Offences should be imposed, provided always that the Mandatory Match Suspension must be served,

such election to be communicated to FFA by the time specified in the Disciplinary Notice. Where such election is not made in accordance with the time limits imposed by these Regulations, time being of the essence, the Participant is deemed to have accepted the proposed sanction.

- 9.26 At a hearing conducted pursuant to a referral under clause 9.25(b), the Disciplinary and Ethics Committee:
  - (a) must make a Determination as to sanction applying the Range at the Table of Offences and in accordance with and subject to clause 11 of these Regulations; and
  - (b) must provide written reasons for its Determination in accordance with clause 20.4.
- 9.27 Where the Match Review Panel determines that an Offence has been committed and applying the Range at the Table of Offences, forms the view that a sanction of greater than four (4) matches (inclusive of the Mandatory Match Suspension) is warranted, the Match Review Panel must issue a Disciplinary Notice that:
  - (a) notifies the Participant (through his or her Club) of the Mandatory Match Suspension which must be served;
  - (b) refers the matter to the Disciplinary and Ethics Committee for hearing and Determination of the sole question of what additional sanction should be imposed (above the Mandatory Match Suspension which must be served) applying the Range at the Table of Offences in accordance with these Regulations.
- 9.28 At a hearing conducted pursuant to a referral under clause 9.27(b), the Disciplinary and Ethics Committee:

- (a) must make a Determination as to sanction, applying the Range at the Table of Offences and in accordance with and subject to clause 11 of these Regulations; and
- (b) must provide written reasons for its Determination in accordance with clause 20.4.

# Category 2 Offences – direct Red Cards or the Expulsion of Team Officials

- 9.29 The following procedure applies to incidents which the Match Review Panel after conducting its review under clause 9.1(a) has determined are Category 2 Offences and in relation to which an Obvious Error (Red Card) Application has either not been received or having been received has not been allowed under clause 9.7.
- 9.30 The Match Review Panel will refer the incident to the Disciplinary and Ethics Committee for hearing to determine whether, having regard to all the circumstances, the Offence is sufficiently proven to warrant the imposition of an additional sanction in addition to the Mandatory Match Suspension which must be served.
- 9.31 In such circumstances the Match Review Panel must issue a Disciplinary Notice that:
  - (a) notifies the Participant (through his or her Club) of the Mandatory Match Suspension, which must be served; and
  - (b) refers the matter to the Disciplinary and Ethics Committee for hearing to determine whether, having regard to all the circumstances, the Offence is sufficiently proven to warrant the imposition of an additional sanction in addition to the Mandatory Match Suspension which must be served.
- 9.32 At a hearing conducted pursuant to a referral under clause 9.31(b), the Disciplinary and Ethics Committee:
  - (a) must make a Determination as to whether an additional sanction over and above the Mandatory Match Suspension is warranted;
  - (b) whilst limited to determining the question of any additional sanction, may have regard to, but is not bound by the Range at the Table of Offences;
  - (c) if it determines that the imposition of an additional sanction over and above the Mandatory Match Suspension is not warranted must pronounce this Determination, which does not lead to the Red Card being expunged from the Player's record; and
  - (d) may, but is not required under clause 20.4 to provide reasons for its Determination that a further sanction is not warranted.

# Category 2 Offences - citation Incidents that have escaped the Referee's attention

- 9.33 The following procedure applies to Citation Incidents that the Match Review Panel has identified pursuant to its review under clauses 9.1(c)(i) and 9.1(c)(ii) and which it has determined would be Category 2 Offences if found to be committed.
- 9.34 If the Match Review Panel has determined that on the basis of the evidence reviewed, there is a case for the Participant to answer that a Category 2 Offence has been committed, the Match Review Panel will issue to the Participant (through his or her Club) a Disciplinary Notice that:

- (a) notifies the Participant of the Citation Incident;
- (b) notifies that the Match Review Panel considers there is case to answer that a Category 2 Offence has been committed;
- (c) refers the matter directly to the Disciplinary and Ethics Committee for hearing as to whether an Offence has been committed, and if so, what sanction should be imposed.
- 9.35 At a hearing conducted pursuant to a referral under clause 9.34, the Disciplinary and Ethics Committee:
  - (a) must make a Determination as to whether an Offence has been committed and if so, what sanction should apply, applying the Range at the Table of Offences;
  - (b) must determine any sanction in accordance with and subject to clause 11 of these Regulations; and
  - (c) must provide written reasons for its Determination in accordance with clause 20.4.

#### Obvious Error – Simulation Citations

- 9.36 The following procedure applies to Citation Incidents that the Match Review Panel has identified pursuant to its review under clause 9.1(c)(iii).
- 9.37 Where the Match Review Panel, after reviewing the Citation Incident, forms the view that there is a case to answer that:
  - (a) a Participant is guilty of Simulation;
  - (b) the Referee has made an Obvious Error in failing to detect the Simulation; and
  - (c) the Simulation committed by the Participant, resulted in:
    - (i) a penalty kick being awarded to the Participant's team, such decision to award a penalty kick being one that no Referee in the possession of all the facts, including the Broadcast Footage, could reasonably have made; or
    - (ii) a Red Card being issued to a Player and such Red Card is one determined by the Match Review Panel, on application from the Player in accordance with clause 9.3, to be expunged in accordance with clause 9.7,

the Match Review Panel must issue a Disciplinary Notice.

- 9.38 The Disciplinary Notice must:
  - (a) notify the Participant (through his Club) of the Citation Incident;
  - (b) notify the Participant that the Match Review Panel considers there is a case to answer in accordance with clause 9.37;
  - (c) refer the matter directly to the Disciplinary and Ethics Committee for hearing in accordance with clause 9.39.
- 9.39 At a hearing conducted pursuant to a referral under clause 9.38, the Disciplinary and Ethics Committee:

- (a) must make a Determination as to whether all three elements set out in clauses 9.37(a) to 9.37(c) are established;
- (b) if it determines that all three elements are established, must impose a sanction of suspension of two (2) matches (A-League Match(es) and/or FFA Cup Match(es), whichever come(s) first); and
- (c) must provide written reasons for its Determination in accordance with clause 20.4.

#### Obvious Error - FFA Citations

- 9.40 Where FFA in its sole and absolute discretion believes:
  - (a) that a Referee has made an Obvious Error; and
  - (b) a failure to remedy the Obvious Error would be prejudicial to the interests or good image of football in Australia,

FFA may issue to the Participant a Disciplinary Notice that:

- (c) includes reasonable details of the alleged Offence; and
- (d) refers the matter to the Disciplinary and Ethics Committee for hearing to determine whether an Offence has been committed and if so, what sanction should be imposed in accordance with these Regulations.

# Rectification of Cards Issued in Error in Cases of Mistaken Identity

- 9.41 If a Match Official informs FFA in writing that in error he or she issued a Yellow Card and/or Red Card during an A-League Match to a Player instead of to another Player (being the Player who the Match Official advises should have received the card as the Player who committed the offence attracting the card), then:
  - (a) FFA, as the competition administrator, will rescind the Yellow Card and/or Red Card issued to the first-mentioned Player;
  - (b) the Player who received the Yellow Card and/or Red Card incorrectly will not be required to serve any suspension (if any) that was triggered as a result of receiving such Yellow Card and/or Red Card; and
  - (c) the Yellow Card and/or Red Card which is rescinded pursuant to paragraph (a) immediately above will not count towards the calculation of accumulation pursuant to clause 5.3 and/or clause 6.5.

#### Investigations Officer

- 9.42 FFA may appoint an Investigations Officer to investigate an incident during a match involving a Participant that has escaped the Referee's attention and of which there is no or only partial Broadcast Footage.
- 9.43 FFA may on receipt of a report from the Investigations Officer, issue a Disciplinary Notice to the Participant that:
  - (a) includes reasonable details of the alleged Offence; and

(b) refers the matter to the Disciplinary and Ethics Committee for hearing to determine if an Offence has been committed and if so, what sanction should be imposed in accordance with these Regulations.

#### 10. NOTICES

- 10.1 A Show Cause Notice or Disciplinary Notice issued to a Participant pursuant to clause 9 must contain the information specified in the clause pursuant to which the Show Cause Notice or Disciplinary Notice has been issued.
- 10.2 A person notifying or giving notice under these Regulations must notify in writing and in English.
- 10.3 Show Cause Notices and Disciplinary Notices to Participants are deemed to be received by the Participant if notified to the Participant's Club.

# **PART D - SANCTIONS**

#### 11. RIGHT TO SANCTION

- 11.1 A Judicial Body:
  - (a) may, subject to these Regulations, impose the types of sanctions as specified in the FFA Constitution which are reproduced in Annexure B;
  - (b) must determine the scope and duration of each sanction in accordance with these Regulations;
  - (c) must determine what sanction it considers should apply, which in the case of:
    - (i) a matter referred from the Match Review Panel in relation to a proposed suspension in addition to the Mandatory Match Suspension;
    - (ii) an appeal from the Determination of the Disciplinary and Ethics Committee; or
    - (iii) an appeal against a decision of FFA pursuant to clause 21.2,
    - may be the same as, less or greater than the sanction proposed by the Match Review Panel or the sanction imposed by the Disciplinary and Ethics Committee or FFA, whichever applies; and
  - (d) is not bound by the categorisation of an offence by the Referee, other Match Official or the Match Review Panel.
- 11.2 When determining any appropriate sanction in accordance with the Range at the Table of Offences, a Judicial Body may consider:
  - (a) the nature and severity of the Offence, including whether it was intentional, negligent or reckless;
  - (b) the Participant's past record and whether or not this is a repeated Offence;
  - (c) the remorse of the Participant; and

- (d) any extenuating circumstances relevant to the commission of the Offence.
- 11.3 Where an additional sanction above the Minimum Sanction is to be imposed, a sanction outside of the Range at the Table of Offences may be imposed by a Judicial Body only in Exceptional Circumstances that must be detailed in the Determination, provided always that the Mandatory Match Suspension must be served.
- 11.4 FFA may, where appropriate, impose further sanctions if a Participant contravenes the terms of a sanction imposed under these Regulations.

#### 12. NATURE AND FORM OF SANCTIONS

- 12.1 Where a Judicial Body imposes a sanction involving a suspension from participating as either a Player or Team Official in A-League Matches or FFA Cup Matches (whether by reference to a number of matches or period of time), the sanction must:
  - (a) impose a continuous suspension;
  - (b) not be structured in more than one (1) part or in any way that allows the Participant to serve the suspension in a fragmented way by participating in a certain match or matches (in whatever competition) and then resuming the suspension.

# Suspended portion of sanctions for probationary period

- 12.2 In respect of sanctions of less than six (6) matches if the sanction is given in terms of matches, or less than six (6) months if the sanction is given in terms of a period of time, a Judicial Body may order that part of the match suspension:
  - (a) comes into immediate effect; and
  - (b) the other part does not come into effect unless and until an additional Offence is committed during a specified probationary period (i.e. is suspended).
- 12.3 If a Judicial Body imposes a match suspension where part is suspended, the part of the sanction that comes into immediate effect must:
  - (a) include any match suspension corresponding to the minimum suspension contained in the Table of Offences: and
  - (b) be at least one half of the total sanction to be imposed.
- 12.4 If, in accordance with clause 12.2, a sanction is imposed in the form of a part that takes effect and a part that is suspended for a probationary period, the sanction must specify:
  - (a) the types of Offences which, if committed, activate the suspended part of the ban; and
  - (b) the length of the probationary period which must be a period between six (6) months and twenty four (24) months.
- 12.5 Where a Judicial Body imposes a match suspension where part is suspended, if the Participant within the specified probationary period commits an Offence that triggers the suspended part, that suspended part is then to be served in addition to any sanction that is imposed for the new Offence.

#### **Fines**

- 12.6 All fines imposed under these Regulations must be paid within 14 days of the date on which the fine is imposed unless otherwise agreed by FFA.
- 12.7 The Participant cannot take part in any A-League Match or FFA Cup Match until a fine imposed on him under these Regulations is paid in full. This means that if a match suspension is combined with a fine, the suspension is prolonged until the fine is paid in full.

#### 12.8 A fine:

- (a) cannot be issued against an Amateur; and
- (b) in the case of a Professional, cannot exceed one half of the Total Payments that Participant would have received over the duration of the sanction.
- 12.9 A Club is jointly and severally liable for a fine imposed on one of its Participants (even if that Participant subsequently leaves that Club).

#### Sanction for Team Misconduct

- 12.10 If FFA determines that the Participants of a Club have committed Team Misconduct, FFA may impose any of the sanctions as specified in the FFA Constitution which are reproduced at Annexure B.
- 12.11 Any decision by FFA that a Club has committed Team Misconduct is final and not subject to appeal. The Club may appeal the severity of the sanction imposed by FFA to the Appeal Committee in accordance with clauses 21.2 and 21.5.
- 12.12 Except where FFA in its absolute discretion determines otherwise, the following sanctions will apply to Clubs who breach either clause 8.2(a) or 8.2(b) of the Regulations during the A-League season:
  - (a) 1st to 4th occasions, equates to a \$500 fine, suspended until the conclusion of the A-League season and it will become payable in the event the Club is subsequently found guilty of a further breach of clause 8.2(a) or 8.2(b);
  - (b) 5th and 6th occasions, equates to a \$1,000 fine, suspended until the conclusion of the A-League season and it will become payable in the event the Club is subsequently found guilty of a further breach of clause 8.2(a) or 8.2(b);
  - (c) 7th occasion, equates to a \$1,500 fine, suspended until the conclusion of the A-League season and it will become payable in the event the Club is subsequently found guilty of a further breach of clause 8.2(a) or 8.2(b); and
  - (d) 8th and subsequent occasions, a sanction to be determined by FFA.

#### 13. SERVING A SUSPENSION

#### **Objectives**

13.1 The objective of these Regulations is that:

- (a) Participants serve suspensions in the A-League (being the competition in which the Offence was committed) and/or the FFA Cup;
- (b) during the A-League season and FFA Cup season, a Player or Team Official subject to a suspension may not play or participate in other competitions and, depending on the severity of the Offence, this may also apply to Non-playing Periods;
- (c) sanctions operate so that the full quantum of the sanctions imposed by applying the Range at the Table of Offences is actually served in the A-League and/or the FFA Cup; and
- (d) in relation to serving suspensions, the timing of when a sanction is imposed and the timing of the A-League or FFA Cup off-season should not produce a different result for Participants committing like Offences.

#### Effect of suspension

- 13.2 Subject to clause 13.3, while serving a suspension or if ineligible to participate pursuant to clause 13.4, a Participant may not:
  - (a) on the day an A-League Match is being conducted, enter the field of play, the surrounds of the field of play, the Technical Area, the players' race, the dressing rooms or any other place within a Venue where Participants are likely to assemble to prepare for that A-League Match;
  - (b) if attending an A-League Match, be seated in a Venue area normally reserved for Participants; and
  - (c) within two hours of the start of the A-League Match from which the Participant is suspended and within one hour of the conclusion of the A-League Match from which the Participant is suspended have any contact with:
    - the Broadcast Partner or any other media where the purpose of such contact is for it to be electronically broadcast to the public, including (but not limited to) participating in any post-match press conference and participating in television or radio interviews; and
    - (ii) any Participant while that Participant is in an area included within clause 13.2(a).
- 13.3 In the event there is a post-match presentation for an A-League Match (for example, the A-League championship trophy presentation), a Participant that:
  - (a) has, during that A-League Match, been issued with a Red Card or expelled from the field of play, its surrounds and the Technical Area; or
  - (b) is serving a suspension in that A-League Match,
  - may at the conclusion of the A-League Match:
  - (c) enter the field of play, the surrounds of the field, Technical Area or the Players' race to participate in the post-match presentation; and

(d) have contact with the Broadcast Partner or any other media where the purpose of such contact is for it to be electronically broadcast to the public,

unless determined otherwise by FFA in its sole and absolute discretion.

# **Eligibility**

- 13.4 If a matter is referred to the Disciplinary and Ethics Committee, the Participant is ineligible to participate in any Regulated Football Match in the capacity of either Player or Team Official until the final Determination of the matter.
- 13.5 Subject to clause 13.6, a Player who is suspended in the A-League may not play in any Regulated Football Match until he has served his suspension.
- 13.6 Provided that the suspension is not for more than six (6) matches if the sanction is given in terms of matches or two (2) months if the sanction is given in terms of a period of time, if a Player has not completed his suspension at the commencement of a Non-playing Period, he may, subject to the competition rules governing those Regulated Football Matches, play in other Regulated Football Matches (excluding FFA Cup Matches) during a Non-playing Period. He must complete his suspension in the A-League or the FFA Cup at the commencement of the next A-League and/or the FFA Cup.
- 13.7 Subject to clause 13.8 and 5.8, a Participant must serve his suspension in the next A-League Match(es) and/or FFA Cup Match(es) (whichever come(s) first) in which his team participates.
- 13.8 Where a Participant misses an A-League Match or Matches and/or FFA Cup Match or Matches as a result of serving national team duty during the period of his suspension, that A-League Match or Matches, or FFA Cup Match or Matches, shall not be not credited as a match served in his suspension.
- 13.9 Subject to clause 13.10 and 13.11, where a Player is required to serve a suspension in terms of matches for an Offence committed in a Competition other than the A-League or FFA Cup, the Player is eligible to play in the A-League whilst serving his suspension in the Competition in which the Offence was committed.
- 13.10 Where a Player is suspended in a Competition other than the A-League or FFA Cup for:
  - (a) six (6) or more matches (if the sanction is given in terms of matches) or six (6) or more weeks (if the sanction is given in terms of a period of time); or
  - (b) the Offence of "use of discriminatory language and/ or gestures, including racist, religious, ethnic or sexist"; or
  - (c) the Offence of "unsporting conduct towards a Match Official",

the Player is ineligible to participate in the A-League until he has served his suspension in the Competition in which the Offence was committed.

13.11 Where a Player is suspended in a Competition other than the A-League or FFA Cup for:

- (a) six (6) or more matches (if the sanction is given in terms of matches) or six (6) or more weeks (if the sanction is given in terms of a period of time); or
- (b) the Offence of "use of discriminatory language and/ or gestures, including racist, religious, ethnic or sexist"; or
- (c) the Offence of "unsporting conduct towards a Match Official",

and the Player has not completed serving his suspension at the conclusion of the relevant Competition in which the Offence was committed, the Player must serve the remainder of his suspension in the next National Youth League Match(es) or FFA Cup Match(es) (whichever comes first) and is not eligible to play in the A-League until the suspension has been served unless the Player is a party to a Standard Player Contract which commenced:

- (d) on or before the suspension is incurred; or
- (e) after the suspension is incurred, but prior to the suspension being completed, in which circumstances, the suspension will be served in the next A-League Match(es) in which his team participates.

# 13.12 Suspensions carry over:

- (a) from one round to the next in the Regular Season and from the Regular Season to the Finals Series and from the Regular Season or Finals Series (as applicable) to the following Regular Season; and
- (b) from the A-League to the FFA Cup.

# If a suspension in terms of a period of time coincides with a Non-playing Period

- 13.13 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) shall not be counted towards the satisfaction of that suspension.
- 13.14 Subject to clause 13.15, a Non-playing Period in relation to a Club means any time period between that Club's final A-League Match in an A-League season and that Club's next A-League Match in the following A-League season.
- 13.15 Where a Participant serves a suspension in the FFA Cup during a Non-playing Period, for each FFA Cup Match that the Participant's Club plays in, the period from ten (10) days prior to that FFA Cup Match to the day of that FFA Cup Match will be counted towards satisfaction of that Participant's suspension provided that, for the avoidance of doubt:
  - any of those days which overlap with the A-League season shall not be counted towards satisfaction of that Participant's suspension; and
  - (b) any of those days which overlap with another ten (10) day period in respect of another FFA Cup Match shall not be counted towards satisfaction of that Participant's suspension.
- 13.16 By way of illustration of clauses 13.13 and 13.14 only, if:

- (a) a Judicial Body, applying the Range at the Table of Offences determines a six (6)
  month suspension is warranted for a Participant and such sanction is delivered on 1
  March;
- (b) that Participant's Club's final A-League Match in that A-League season is on 30 April; and
- (c) that Participant's Club's next A-League Match in the following A-League season is on 10 October.

the period between 1 May and 9 October is a Non-playing Period and accordingly, in accordance with clauses 13.13 and 13.14 the period between 1 May and 9 October shall not be counted towards the satisfaction of that Participant's suspension.

- 13.17 By way of illustration of clause 13.15 only, if, using the example set out in clause 13.16:
  - (a) as per clause 13.16, a suspended Participant's Club's last A-League Match in an A-League season is on 30 April;
  - (b) that Participant's Club plays in:
    - (i) a round of 32 FFA Cup Match on 10 August;
    - (ii) a round of 16 FFA Cup Match on 15 September; and
    - (iii) a quarter final FFA Cup Match on 15 October; and
  - (c) as per clause 13.16, that Participant's Club's first A-League Match in the following A-League season is on 10 October,

#### then:

- (d) as per clause 13.16, the period between 1 May and 9 October is a Non-playing Period and will not count towards the satisfaction of the Participant's suspension (subject to 13.17(e)); and
- (e) the periods between:
  - (i) 1 August and 10 August;
  - (ii) 6 September and 15 September; and
  - (iii) 6 October and 9 October,

will be counted towards the satisfaction of the Participant's suspension.

13.18 Where the Match Review Panel or a Judicial Body determines, in its absolute discretion, that a Participant committed two or more Offences during the same Match, the Match Review Panel or Judicial Body may, in its absolute discretion, direct the Participant's suspension as a consequence of the commission of the Offences be served concurrently. In the absence of any such direction, all suspensions are to be served consecutively.

# 14. NON-FIXTURE MATCHES

14.1 A Participant who receives:

- (a) a mandatory match suspension in a Non-Fixture Match, must serve that suspension in the next Non-Fixture Match:
- (b) a match suspension in addition to a mandatory match suspension for an Offence that occurs in a Non-Fixture Match, may be required by a Judicial Body to serve the suspension in the next A-League Match(es) or FFA Cup Match(es) in which his Club participates (rather than the next Non-Fixture Match).

#### 15. EFFECT OF ABANDONED MATCHES

- 15.1 If a suspension is to be served in terms of matches, only those matches actually played count towards the execution of the suspension. If an A-League Match or FFA Cup Match is abandoned after its commencement, cancelled or forfeited, a suspension is only considered to be served if the Club to which the suspended Player belongs is not responsible for the facts that led to the abandonment, cancellation or forfeiture.
- 15.2 A Yellow Card issued during an A-League Match abandoned after its commencement will be annulled if that A-League Match is replayed and upheld if that A-League Match is not replayed.
- 15.3 A direct Red Card issued during an A-League Match abandoned after its commencement will be upheld, regardless of whether the A-League Match is replayed or not.

# PART E - ADMINISTRATIVE AND HEARING PROCEDURES

#### 16. ROLE OF FFA

#### Disciplinary Counsel

- 16.1 FFA will appoint a person to act as Disciplinary Counsel in hearings of a Judicial Body conducted in accordance with these Regulations.
- 16.2 The Disciplinary Counsel will be a barrister or solicitor of any state or territory of Australia.
- 16.3 The Disciplinary Counsel will:
  - in a Disciplinary and Ethics Committee hearing, appear at that hearing to present the
    evidence, examine and cross-examine witnesses and make submissions to the
    Disciplinary and Ethics Committee in support of the charge and as to the appropriate
    sanction; and
  - (b) in an Appeal Committee hearing, appear before the Appeal Committee on the hearing of the appeal and make such submissions as are, in the circumstances, appropriate,

having regard to the objectives, interests and responsibilities of FFA as a member of FIFA and as governing body of football in Australia.

- 16.4 In the discharge of any of the functions and responsibilities with which the Disciplinary Counsel is charged and in the exercise of any of the powers and authorities which are conferred, the Disciplinary Counsel must at all times:
  - (a) act independently of a Judicial Body, impartially and fairly; and
  - (b) be aware of, and have regard to the objectives, interests and responsibilities of FFA as a member of FIFA and as governing body of football in Australia.
- 16.5 FFA will brief the Disciplinary Counsel with the following information:
  - (a) all evidence required to support the case, including the Referee's Reports, and Match Official Reports, any report of the Match Review Panel or any other relevant report, Broadcast Footage, and any statement from witnesses;
  - (b) the Applicant's disciplinary history;
  - (c) any written submission or supporting material received by FFA from the Participant;
  - (d) if applicable, any decision of the Disciplinary and Ethics Committee; and
  - (e) upon request by the Disciplinary Counsel, any reasonably available additional evidence or information as may in his opinion be required to adequately present the case before the Judicial Body.
- 16.6 The discharge by the Disciplinary Counsel of any of the functions and responsibilities with which the Disciplinary Counsel is charged or the exercise by the Disciplinary Counsel of any of the powers and authorities which are conferred on the Disciplinary Counsel shall not be capable of review and, in any event, shall not be justiciable.

#### Administrator

- 16.7 FFA will appoint an Administrator to ensure the efficient operation of these Regulations.
- 16.8 The Administrator will:
  - (a) collate all submissions, documents and evidence received by FFA or relevant to the review by the Match Review Panel or a hearing;
  - (b) provide copies of Disciplinary Notices, other notices and Determinations to the Participant;
  - (c) provide all evidence upon which the Disciplinary Counsel proposes to rely to the Participant in a timely manner;
  - (d) provide administrative assistance and information to the Disciplinary Counsel in accordance with clause 16.5;
  - (e) convene all hearings of a Judicial Body as soon as practicable and, if an urgent hearing is required convene an urgent hearing;
  - (f) be the central point of contact for the Participant and the Disciplinary Counsel and ensure that all timeframes and requirements are met; and
  - (g) perform all tasks prescribed to the Administrator and any incidental tasks necessary to ensure the smooth and efficient operation of these Regulations.

#### 17. CONDUCT OF HEARINGS

- 17.1 Hearings may be conducted by teleconference.
- 17.2 In respect of hearings, it is the responsibility of the Club and the Participant to make certain that:
  - (a) the Participant and his representative have in their possession all the materials they need to conduct the hearing, including any materials provided by FFA, a copy of these Regulations and a copy of the Laws of the Game;
  - (b) the Administrator has been provided with any witness statements, reports or other evidence intended to be relied upon by the Participant in accordance with clause 18.5;
  - (c) if the Participant wishes to participate by teleconference, the Participant and his representative can both hear and participate in the hearing on a working speaker phone;
  - (d) the Participant has access to an interpreter if necessary; and
  - (e) the Participant and his representative have watched, and have the facilities to be able to watch the Broadcast Footage of the incident during the hearing.
- 17.3 Hearings of the Judicial Bodies will be conducted as directed by FFA in Sydney, New South Wales on the first Wednesday evening following the incident giving rise to the hearing unless otherwise advised by the Administrator.
- 17.4 FFA must provide and meet the costs of all administrative services required to enable a Judicial Body to carry out its functions, including procurement of hearing rooms, administrative support and copying of documents.

#### 18. PROCEDURAL FAIRNESS

- 18.1 A Participant or Club has the right to a fair and expeditious hearing determined by an independent and impartial Judicial Body.
- 18.2 A member of a Judicial Body cannot hear or make any determinations if that member has a conflict of interest, actual or perceived, including if he or she is a director or employee of a Club or if there is any other reason where a private or personal interest could materially influence the way the member performs his or her duties.
- 18.3 A member of a Judicial Body cannot be an employee or a director of the FFA.
- 18.4 A member of a Judicial Body may be challenged if circumstances exist that give rise to justifiable doubts as to the member's impartiality or independence. Such a plea must be raised in submissions before the hearing date. A Judicial Body has the power to rule on this objection and, if the challenge fails, reasons must be provided in the final Determination.
- 18.5 A Participant must provide to the Administrator a copy of any written submissions, materials, documents or other evidence he intends to rely on in the hearing by 1pm on the

- day of the hearing. If it fails to do so, the Participant is not, without the leave of the Judicial Body, allowed to submit them into evidence at the hearing.
- 18.6 All submissions, materials, documents or evidence supplied to a Judicial Body by the Participant or by the Disciplinary Counsel must at the same time be provided to the other person.
- 18.7 A Participant or, in the case of an appeal pursuant to clause 21.2 a Club, must provide advance notice about who will represent it at a hearing, including any legal representative and any witness whom the Participant or Club intends to present together with at least the subject matter on which the witness will testify.

# 19. HEARING PROCEDURE

#### **Evidence**

- 19.1 Hearings are not bound by the rules of evidence usually applicable to proceedings in courts of law, but all hearings must be conducted in accordance with the principles of natural justice, including that the Participant or, in the case of an appeal pursuant to clause 21.2, a Club:
  - (a) is treated with equality;
  - (b) receives advance notice of the hearing; and
  - (c) has the opportunity to be heard and to make submissions in relation to the issues of, where applicable, merit and/or sanction.
- 19.2 Facts contained in a Referee's Report are prima facie evidence of the contents of the Referee's Report.

#### **Directions**

19.3 If a matter has the potential to become complex or lengthy, a Judicial Body may order a directions hearing for the purpose of setting a timetable for the submission of evidence by the Participant or the Disciplinary Counsel or in the case of an appeal pursuant to clause 21.2, a Club. If a person fails to comply with the timetable as determined by the directions hearing without showing sufficient cause, a Judicial Body may continue the proceedings and make a determination on the evidence before it.

#### **Determining Procedures**

- 19.4 A Judicial Body has the right to determine all procedures to be adopted at a hearing and may during the course of any hearing:
  - (a) grant or order an adjournment to provide the Participant or the Disciplinary Counsel or in the case of an appeal pursuant to clause 21.2, a Club with additional time or to consider additional evidence;
  - (b) admit or request the production of documents or any relevant written evidence available to a Participant or Club or any other person, including reports from Match Officials, declarations from the Participant or the Disciplinary Counsel or in the case

- of an appeal pursuant to clause 21.2, a Club and witnesses, expert opinion and video or audio recordings; or
- (c) order the attendance of any person for the purpose of asking questions relevant to the hearing.
- 19.5 Where a Judicial Body grants an adjournment, the Participant is ineligible to participate in any A-League matches as either a Player or Team Official, whichever is relevant, until the Judicial Body had reached a Determination in the matter. Any matches missed by the Participant as a consequence will be incorporated into any sanction imposed by the final Determination of the matter.

#### Media

19.6 Subject to such directions as, in the opinion of the Chairman are necessary for the orderly conduct of the proceedings or for other good reason, the hearings of the Disciplinary and Ethics Committee and Appeal Committee, but not the deliberations, will be open to the Media but not to members of the public for the purpose of observing and reporting on the hearing. Members of the Media may not make audio or visual recordings.

#### 20. DETERMINATIONS AND DELIBERATIONS

#### **Deliberations**

- 20.1 If a Participant fails to attend a hearing without showing sufficient cause for such failure, the hearing can be heard and determined in the Participant's absence, including as to determination on the merits and/or sanction.
- 20.2 A Judicial Body must determine all hearings by reference to:
  - (a) these Regulations, FFA Statutes, FIFA Statutes and other relevant rules and regulations;
  - (b) considerations of general justice and fairness; and
  - (c) applicable law as specified in clause 23.

# **Determinations**

# 20.3 A Determination must:

- (a) contain the names of the members of the Judicial Body;
- (b) be made in writing;
- in the shortest form reasonably practicable, provide the reasons on which the Determination is based;
- (d) contain the terms of the decision;
- (e) in the case of the Disciplinary and Ethics Committee, be signed by the Chair;
- (f) in the case of the Appeal Committee, be signed by the President;
- (g) contain the date on which, and the place where, the Determination was made; and

- (h) be promptly provided to the Administrator so that it may be forwarded to the Participant.
- 20.4 A Judicial Body may verbally announce the Determination at the end of the hearing, but must, except as provided in clause 9.32(d), provide written reasons for the Determination in accordance with the above.
- 20.5 All Determinations of a Disciplinary and Ethics Committee remain in force unless reversed by the Appeal Committee.
- 20.6 Subject only to the right of appeal to the Appeal Committee in accordance with clause 21, a Determination of the Disciplinary and Ethics Committee is final and binding and no person may institute or maintain proceedings in any court of law or tribunal.

# Compliance with Determinations

20.7 A failure to comply with a Determination within the manner or time as prescribed by that Determination is itself a breach of the FFA Statutes and the non-compliant person is subject to further sanction.

#### Correction of a Determination

- 20.8 Within 30 days of receipt of a Determination, FFA itself or a Club or Participant with written notice to FFA, may request the Judicial Body to correct in the Determination any errors in computation, any clerical or typographical errors or any other error of a similar nature. If the Judicial Body considers the request to be justified, it will make the correction.
- 20.9 Within 30 days after communication of the Determination, a Judicial Body may of its own initiative correct in the Determination any errors in computation, any clerical or typographical errors or any other error of a similar nature.
- 20.10 Any corrections must be in writing and communicated to the Administrator.

# **PART G - APPEALS**

#### 21. APPEALS

# Right of Appeal

- 21.1 A Participant has a right to appeal any Determination of the Disciplinary and Ethics Committee.
- 21.2 A Club has a right to appeal a sanction imposed by FFA for Team Misconduct.
- 21.3 To initiate an appeal, a Participant or Club must:
  - (a) notify FFA of its intention to do so within 7 days of the date on which the written Determination or notice from FFA was received, using Prescribed Form DR02; and
  - (b) pay to FFA an appeal fee of \$2,000.
- 21.4 A hearing will not be convened unless and until the applicable fees have been received by FFA.

# Grounds of Appeal

- 21.5 The grounds of appeal are those specified in clause 23.1 of the Judicial Bodies By-Law and are:
  - (a) the Participant or, in respect of an appeal under clause 21.2, the Club, was not afforded a reasonable opportunity to be heard on the issues;
  - (b) the determination was affected by bias; and
  - (c) the decision was one that was not reasonably open to the Disciplinary and Ethics Committee or, in respect of an appeal under clause 21.2, to FFA, having regard to the evidence before the Disciplinary and Ethics Committee or FFA (whichever applies).
- 21.6 The Appeal Committee has the power to:
  - (a) dismiss, allow in whole or part, or vary (whether by way of reduction or increase) any Determination of the Disciplinary and Ethics Committee or decision of FFA;
  - (b) substitute its own sanctions or finding; or
  - (c) impose any sanction or make any finding that the Disciplinary and Ethics Committee or FFA could have imposed or made,

in accordance with these Regulations.

21.7 If the appellant is completely successful in its appeal, the FFA must refund to the appellant the appeal fee.

#### 22. NO RECOURSE TO COURTS

- 22.1 The determination of the Appeal Committee will be final and binding on the parties to the appeal and no person may institute or maintain proceedings in any court of law or tribunal.
- 22.2 Without limiting the generality of clause 22.1 and 21.6 and for further assurance notwithstanding that such provisions have no applicability, there will be no right of appeal under sections 34 (Application for setting aside as exclusive recourse against arbitral award) or 34A (Appeals against awards), and no right to apply for the determination of a question of law under section 27J (Determination of preliminary point of law by the Court), of the Commercial Arbitration Act 2010 (NSW) or equivalent or similar legislation in any of the Australian states or territories or Commonwealth.

# **PART H - MISCELLANEOUS**

#### 23. APPLICABLE LAW

A Judicial Body must apply the law as applicable in New South Wales.

#### 24. IMMUNITY

Members of Judicial Bodies, Disciplinary Counsel, the Match Review Panel and FFA including the Administrator (*Immune Persons*) shall be immune from suit and no person may institute or maintain any proceedings or bring any claim in respect of any act or omission on the part of an Immune Person or any decisions made by an Immune Person except in the event of fraud.

#### 25. SUBSTANTIAL COMPLIANCE

No proceedings before or determination of a Judicial Body or Match Review Panel or FFA will be invalidated for any defect whether of substance or of form in any notice or report or by reason of non-compliance with any term of these Regulations.

#### 26. NOTICE

- 26.1 A notice will be taken to have been received:
  - (a) if delivered by hand to the recipient's address, on the date of delivery, as long as delivery is acknowledged in writing by the recipient;
  - (b) if sent by post, 3 days after the posting; and
  - (c) if sent by email or facsimile on a working day at the recipient's, on the date of transmission, or if sent on a non-working day at the recipient's, on the next working day (in both cases as long as the sender's email or facsimile machine records a successful transmission).

#### 27. DEFINITIONS AND INTERPRETATIONS

#### 27.1 In these Regulations:

**Administrator** means the FFA employee appointed to discharge the duties contained within these Regulations, including those at clause 16.8.

**AFC Match** means any club football match conducted under the auspices of the Asian Football Confederation, including the AFC Champions League and the AFC Cup

**A-League** means the senior men's national competition staged in Australia and New Zealand by FFA, known as the Hyundai A-League competition or such other name as notified by FFA from time to time and includes the Regular Season and Finals Series.

A-League Match means a match in the A-League.

**Amateur** means a player who is not a Professional and who is only reimbursed his expenses incurred for participating in football.

**Appeal Committee** means the committee so named and established in accordance with the Judicial Bodies By-Law and convened by FFA from time to time in accordance with clause 4.6 to clause 4.8 and the FFA Statutes.

**ASB Premiership** means the senior men's national competition staged in New Zealand by New Zealand Football, known as the ASB Premiership or such other name as notified by New Zealand Football from time to time

**Broadcast Footage** means the visual footage of an A-League Match provided to FFA captured by the Broadcast Partner (or its agent) or any broadcaster authorised by FFA and does not include any computer generated visual recreation of the footage.

**Broadcast Partner** means the organisation(s) granted the exclusive rights by FFA to televise live the A-League Matches.

Category 1 Offence and Category 2 Offence respectively means an Offence as so categorised in the Table of Offences.

**Chair** means the person with legal qualifications so appointed by FFA from time to time to appear on the Disciplinary and Ethics Committee.

*Citation Incidents* has the meaning given in clause 9.1(c).

Club means the entity admitted by FFA to field a team in the A-League.

Code of Conduct means the Code of Conduct as promulgated by FFA from time to time.

# Competition means:

- (a) any league, competition or tournament administered, controlled or sanctioned by FFA in accordance with the National Registration Regulations or one of the Member Federations, including the pre-season, season proper, finals series and any post season tournament or knockout cup competition of that Competition; or
- (b) the ASB Premiership.

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

**Deputy Chair** means the person with legal qualifications so appointed by FFA from time to time to appear on the Disciplinary and Ethics Committee in place of the Chair.

**Deputy President** means the person with legal qualifications by FFA from time to time to appear on the Appeal Committee in place of the President.

**Determination** means a determination or decision made by the Judicial Bodies.

**Disciplinary and Ethics Committee** means the committee so named and established in accordance with the Judicial Bodies By-Law and convened by FFA from time to time in accordance with clause 4.3 to 4.5.

Disciplinary Counsel means the person appointed by FFA in accordance with clause 16.

Disciplinary Notice means the notice provided to the Participant under clause 9.

**Exceptional Circumstances** means circumstances operating at the time of the Offence and relating to the commission of the Offence and not to the impact a sanction may have. The following are not Exceptional Circumstances:

- (c) the significance or importance to the Participant or his Club of the A-League Match in which the Offence was committed:
- (d) the significance or importance of any match or tournament in which the Participant will be ineligible to participate because of the imposition of a sanction within the Range at the Table of Offences;
- (e) the point in the A-League Match at which the Offence was committed;
- (f) the conduct, including actions, words or gestures of any Player or Team Official of the opposing team during or related to the A-League Match; and
- (g) any disciplinary decision taken or failure to take a disciplinary decision by a Match Official during the A-League Match.

**Expel, Expelled and Expulsion** have the meaning given at clause 2.2.

**Expulsion Offence** means an offence specified in the Table of Offences committed by a Team Official warranting or leading to his or her Expulsion.

FFA means Football Federation Australia.

**FFA Cup** means the national club competition staged by, or under the control of, FFA between A-League, state league and grassroots clubs, currently known as the FFA Cup (or as otherwise notified by FFA).

FFA Cup Match means any football match in the FFA Cup in which a Club participates.

**FFA Statutes** means FFA's statutes as promulgated by FFA from time to time, including its constitution and by-laws and rules and regulations and policies and procedures.

**FIFA** means the association responsible for the organisation, administration and promotion of football throughout the world.

**FIFA Club World Cup** means any club world cup football match conducted under the auspices of FIFA, and is currently known as the FIFA Club World Cup.

**FIFA Statutes** means the statutes and accompanying standing orders and regulations promulgated by FIFA from time to time, including the FIFA Disciplinary Code, the FIFA Code of Ethics and the Regulations for the Status and Transfer of Players.

**Finals Series** means the elimination finals, semi-finals, preliminary final and grand final of the A-League or any other configuration as determined by FFA from time to time.

*Investigations Officer* means the person appointed by FFA from time to time in accordance with clause 9.42.

**Judicial Bodies By-Law** means FFA's Judicial Bodies By-Law as promulgated by FFA form time to time.

Judicial Body means the Disciplinary and Ethics Committee and the Appeal Committee.

Laws of the Game means the official Laws of the Game as promulgated by FIFA from time to time.

**Mandatory Match Suspension** means the automatic suspension from participating in an A-League Match or Matches and/or FFA Cup Match or Matches that must be served:

- (a) subject to the outcome of any Obvious Error (Red Card) Application, by a Player for the commission of a Red Card Offence;
- (b) by a Player for accumulation of Yellow Cards in accordance with clause 5;
- (c) by a Player for accumulation of Red Cards in accordance with clause 6; or
- (d) by a Team Official for the commission of an Expulsion Offence in accordance with clause 7.2.

**Match Official** means the Referee, the assistant referees, fourth official, match commissioner, Referee inspector appointed by FFA to assume responsibility in connection with and officiating on an A-League Match.

**Match Official Report** means a written document provided to FFA, the Match Review Panel or Judicial Bodies by a Match Official in accordance with clause 2.4.

**Match Review Panel** means the panel of three people appointed by FFA from time to time in accordance with clause 4.1.

*Media* means media professional presently accredited by FFA.

**Member Federation** means a State, Territory or regional federation or association that is a member of FFA from time to time.

*Minimum Sanction* has the meaning given at item 5 of Annexure A.

**Mobile and Communication Devices Policy** means the FFA Mobile and Communication Devices Policy promulgated by FFA from time to time.

**National Premier League** means the national men's second tier club competition staged in each Member Federation in Australia, known as the National Premier Leagues or such other name as notified by FFA from time to time.

**National Youth League** means the national men's youth club football competition conducted by FFA.

**National Youth League Match** means a match in the National Youth League.

**Non-Fixture Match** means any match participated in by the Club with FFA's prior written approval that is not a match in the Regular Season, Finals Series, FFA Cup, National Youth League, National Premier League, ASB Premiership, FIFA Club World Cup or an AFC Match.

**Non-playing Period** has the meaning given in clause 13.14.

**Notice** includes a Disciplinary Notice and a Show Cause Notice.

**Obvious Error** means a decision by the Referee to:

(a) issue a Yellow Card when a Red Card was warranted;

- (b) not issue any card when a Red Card was warranted;
- (c) issue a Red Card when no card was warranted;
- (d) not Expel a Team Official when Expulsion was warranted;
- (e) not issue a Yellow Card for Simulation when a Yellow Card was warranted; and
- (f) issue a Red Card for Offence No.1 in the Table of Offences where there was no obvious goal scoring opportunity

being a decision that no referee in the possession of all the facts, including all Broadcast Footage, could reasonably have made.

**Obvious Error (Red Card) Application** means an application made in accordance with clause 9.3.

Offence means a Red Card Offence or an Expulsion Offence.

Participant means a Player or a Team Official.

**Player** means any person who has been, is, or is eligible to be registered by FFA with a Club to play in the A-League.

**President** means the person with legal qualifications appointed by FFA from time to time to serve as President of the Appeal Committee.

**Professional** means a Player employed by a Club to play football in the A-League under the standard player contract prescribed by FFA.

**Range (at the Table of Offences)** means, in relation to each Offence, the range bounded by the minimum sanction prescribed in the Table of Offences and the maximum prescribed at Annexure A.

**Red Card** has the meaning given to it at clause 6.2.

**Red Card Offence** means commission by a Player of one of the sending-off offences outlined at clause 6.2.

**Referee** means the appropriately qualified person engaged by FFA to enforce the Laws of the Game during an A-League Match.

**Referee's Report** means the report provided to FFA in a prescribed form by a Referee after an A-League Match.

**Regular Season** means the matches played between the Clubs during the A-League season to determine the Clubs that compete in the Finals Series, and includes all matches played in the A-League season that are not in the Finals Series.

**Regulated Football Match** means any eleven-a-side football match in a competition conducted under, and involving players who register with FFA under, the regulatory framework of FFA's National Registration Regulations.

Show Cause Notice means a notice issued under clause 9.

**Simulation** means an act or attempt by a Participant to deceive the Referee by feigning injury or pretending to have been fouled.

**Standard Player Contract** means the form of contract for the employment of a Player in the A-League, as agreed between FFA and the Professional Footballers Australia Inc from time to time.

**Table of Offences** means the various offences that can be committed by a Participant contained at Annexure A.

*Team* means the Club with which the Player is currently registered as a Player.

Team Misconduct has the meaning given to it clause 8.2.

**Team Official** means any person involved with the management, preparation or participation of a Club's team (whether paid or unpaid), including the coaches, managers, medical staff, physiotherapists, gear persons and other support staff or any other person accredited by FFA as an employee, contractor or volunteer at a Club.

**Technical Area** means the area marked and designated by FFA in accordance with the Laws of the Game within which the coach, the substitute Players and the Team Officials must remain during an A-League Match.

**Total Payments** means the gross salary (including superannuation but not match bonuses) a Player is entitled to receive under his employment contract with the Club for the period corresponding to the period when he is subject to suspension.

Venue means the venue or stadium at which the A-League Match is being conducted.

**Yellow Card** means a caution of a Player by the Referee for an infringement outlined at clause 5.1.

#### 27.2 In these Regulations

- (a) any terms used but not defined has the meaning given to it in the FFA Statutes;
- (b) any use of the word 'includes' or words such as 'for example' or 'such as' do not limited anything else that is included in general speech;
- (c) 'business day' means a day when the offices of FFA are open for business;
- (d) all notices must be in writing and addressed to the address of the recipient;
- (e) any reference to '\$' or 'dollars' is to Australian dollars.

#### 27.3 FFA:

- (a) will interpret all terms of these Regulations and any such interpretation will be final and binding on every person;
- (b) will review these Regulations regularly to ensure they continue to meet their stated objectives; and

may vary these Regulations from time to time.

# **ANNEXURE A - TABLE OF OFFENCES**

- Other than as provided in clause 9.39 of these Regulations, this Annexure specifies
  the Offences sanctionable in accordance with these Regulations and the Range of
  sanctions that applies to each of these Offences. In respect of Players, the Table in
  Column 1 also references the relevant sending-off offences R1 to R7 under the Laws
  of the Game.
- Subject to these Regulations and in particular clause 11.3 (Exceptional Circumstances) a Participant who has committed an Offence must receive a sanction within the Range at the Table of Offences.
- 3. The Range for each Offence is bounded at one end by the minimum sanction set out in the Table of Offences that must be applied and at the other end by the maximum sanction that may be applied.
- 4. The maximum sanction that may be applied for each Offence is suspension for a period of 24 months, except for Offence No. 11 (**Assault of a match official**) where the maximum sanction is suspension for life.
- 5. A Participant who commits an Offence is subject to the Minimum Sanction set out in the Table of Offences in relation to each Offence. The Minimum Sanction is a combination of the Mandatory Match(es) Suspension applicable in accordance with these Regulations and in some cases, an additional match suspension. For example, where a Player receives his third direct Red Card in the Regular Season:
  - for committing Offence No. 2, he must receive at least the applicable Mandatory Match Suspension of two (2) matches and any additional match suspension appropriate in the circumstances up to a total sanction of 24 months;
  - b) for committing Offence No. 3, he must receive at least the applicable Mandatory Match Suspension of two (2) matches plus the additional match suspension (which must be a minimum of one (1) additional match) appropriate in the circumstances up to a total sanction of 24 months.

# 6. TABLE OF OFFENCES

Offence No.	Offence	Minimum Sanction	Category
1 (R4 or R5 for Players)	Denying the opposing team an obvious goal- scoring opportunity	The Mandatory Match Suspension	N/A
2 (R6 for Players)	Use of offensive, insulting or abusive language and/or gestures	The Mandatory Match Suspension	Category 1
3 (R1 for Players)	Serious foul play (e.g. when challenging for the ball)	The Mandatory Match Suspension	Category 1
4 (R2 for Players)	Assault on a Player (e.g. violent conduct when not challenging for the ball) including an attempted Assault on a Player	1 additional match plus the Mandatory Match Suspension	Category 1
5 (R6 for Players)	Serious unsporting conduct	The Mandatory Match Suspension	Category 1
6 (R6 for Players)	Use of discriminatory language and/or gestures, including racist, religious, ethnic or sexist	4 additional matches plus the Mandatory Match Suspension	Category 2
7 (R3 for Players)	Spitting at a player	5 additional matches plus the Mandatory Match Suspension	Category 2
8 (R2 or R6 for Players)	Inciting a brawl	5 additional matches plus the Mandatory Match Suspension	Category 2
	Specific Offences Against a Match Official		
9 (R6 for Players)	Use of offensive, insulting or abusive language and/or gestures against a match official	The Mandatory Match Suspension	Category 1
10 (R6 for Players)	Unsporting conduct toward a match official	3 additional matches plus the Mandatory Match Suspension	Category 2
11 (R2 for Players)	Assault of a match official	6 months including the Mandatory Match Suspension	Category 2
12 (R3 for Players)	Spitting at a match official	12 months Including the Mandatory Match Suspension	Category 2

# **ANNEXURE B - SANCTIONS UNDER FFA CONSTITUTION**

- 1. Subject to these Regulations, the following disciplinary sanctions may be imposed against a Club:
  - a) a reprimand;
  - b) a fine;
  - c) place the Club on a bond;
  - d) a deduction or loss of competition points;
  - e) ban on the registration or transfer of any Players for a specified period of time;
  - f) annulment of registration of a Player;
  - g) suspension from participation in an A-League Match or Matches and/or an FFA Cup Match or Matches (in accordance with these Regulations);
  - h) exclusion, suspension or expulsion from the A-League and/or FFA Cup (in accordance with these Regulations);
  - i) playing a match without spectators or on neutral territory;
  - i) a ban on playing in a particular stadium;
  - k) annulment of the result of the match; or
  - I) such other disciplinary sanctions or measures as is appropriate in all the circumstances, including as prescribed in the FIFA Statutes.
- 2. Subject to these Regulations, the following disciplinary sanctions may be imposed against a Participant:
  - a) a reprimand;
  - b) a fine;
  - c) return of award;
  - d) place the individual on a bond;
  - e) ban on registration of Player with any Club for a specified period of time;
  - f) annulment of registration of a Player;
  - g) suspension from participation in an A-League Match or Matches and/or an FFA Cup Match or Matches (in accordance with these Regulations):
  - h) suspension or expulsion from the A-League and/or FFA Cup (in accordance with these Regulations);
  - i) suspension or cancellation of licence or accreditation, including coaching accreditation;
  - j) termination of registration or playing contract;
  - k) a ban from the dressing rooms and/or the substitutes' bench;
  - a ban from entering a stadium;
  - m) ban on taking part in any football related activity; or
  - n) such other disciplinary sanctions or measures as is appropriate in all the circumstances, including as prescribed in the FIFA Statutes.



# **OBVIOUS ERROR (RED CARD) APPLICATION**

# **Prescribed Form DR01**

Club Name:			
Player Name:			
The Player advises that, in accordance with clause 9.3 of the A-League Disciplinary Regulations ( <i>Regulations</i> ), he believes that the Referee has made an Obvious Error in issuing him with a direct Red Card. On that basis, the Red Card should be expunged and he should not be obligated to serve the applicable Mandatory Match Suspension.			
The details of the direct Red Card are as follows:			
Match:			
Date:			
Time of Offence (minute of A-League Match):			
Submissions of the Player (or write "As attached" below if submission is attached):			
The information provided in this Form is current and correct and a payment of \$500 has been made to FFA			
The Application will be considered by the Match Review Panel in accordance with clauses 9.5 to 9.10 of the Regulations.			
Date:			

Club CEO or Player (circle party who signed)

THIS APPLICATION MUST BE PROVIDED TO FFA BY 12.00NOON (YOUR TIME) THE FIRST BUSINESS DAY FOLLOWING THE MATCH TO BE CONSIDERED BY THE MATCH REVIEW PANEL. ANY APPLICATION RECEIVED AFTER THAT TIME WILL NOT BE CONSIDERED.



# **APPEAL**

# **Prescribed Form DR02**

This appeal relates to (tick appropriate box):					
An appeal from a Determination of the Disciplinary and Ethics Committee; OR					
An appeal against a sanction imposed by Football Federation Australia against a Club for Team Misconduct.					
Club Name:					
Participant Name: (if applicable)					
In accordance with clause 21 of the A-League Disciplinary Regulations ( <i>Regulations</i> ), a Participant (in the case of a Determination of the Disciplinary and Ethics Committee) or a Club (in the case of an appeal against a sanction imposed by FFA for Team Misconduct) may appeal to the Appeal Committee.					
The details of the decision to which I am appealing are as follows:					
<b>1. The decision was issued by:</b> FFA or Disciplinary and Ethics Committee <i>(circle the answer)</i>					
2. On what date was the decision communicated to you in writing:					
3. On what ground/s are you appealing the above decision:					
The Participant or Club was not afforded an opportunity to be heard					
The decision of the FFA or Disciplinary and Ethics Committee (where applicable) was affected by bias					
The decision was one that was not reasonably open to FFA or the Disciplinary and Ethics Committee having regard to the evidence before it.					
• Costs					
I attach confirmation of payment to FFA of \$2,000 in consideration of the appeal fee					

IN LODGING THIS APPLICATION, YOU ACKNOWLEDGE THAT THE PARTICIPANT MAY RECEIVE A GREATER SANCTION THAN THAT WHICH YOU ARE APPEALING

Upon receipt of this Prescribed Form DR02, FFA will convene a hearing of the Appeal Committee in accordance with the Regulations. Please ensure that any written submissions or other documentation in support of your



application is provided to the FFA Administrator by 1.00pm (AEST) on the day of the Appeal hearing. If same is not provided, time being of the essence, it cannot be submitted without leave of the Appeal Committee