

# **Bayside Football Association**

## **GRIEVANCE, DISCIPLINARY AND TRIBUNAL BY-LAW**

Issued 21/03/2023

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## **BFA LEGAL AND REGULATORY**

### **PERSONNEL**

Compliance & Tribunal Officer

To be nominated by the Bayside Football Association Committee prior to the start of the playing season.

### **1. INTRODUCTION AND OBJECTIVES**

1.1 This By-Law is made by Bayside Football Association (Incorporated) (**BFA**) pursuant to Division 2 of the BFA Constitution.

1.2 The Objectives of this By-Law are to:

a) Ensure that all Club Associates and Match Officials observe the Laws of the Game, the BFA Constitution, Statutes, Regulations, By-Laws, Rules of Competition and Policies as shall be applicable from time to time (in this By-Law referred to collectively as **Laws**).

b) Ensure that Football is played competitively and fairly in a sporting fashion and in accordance with the Laws.

c) Encourage participation in Football and to improve and advance Football as a spectator sport, and to provide a safe and secure playing and spectating environment.

d) Provide a system which sets out processes, procedures, guidelines and penalties for any Club Associate(s) who breaches the Laws.

e) Ensure that any charges brought against a Club Associate(s) at a Tribunal and any appeal from a Tribunal decision or any charges against a Match Official shall be conducted fairly and in accordance with the principles of Natural Justice.

1.3 For the sake of brevity, the Grievance, Disciplinary and Tribunal By-Law may be referred to as the **GDT**.

### **2. DEFINITIONS AND INTERPRETATION**

In this By-Law, unless the context otherwise requires, the following terms shall mean:

- **Abandoned Fixture** means any game that is called off after it has commenced.
- **Additional Suspension** means any Suspension in addition to an Automatic Suspension.
- **Age Group** means a specific competition a player can compete in due to his/her age. Open age is designed for players of consensual age to compete at senior level. Over 35s is for players aged over 35, the player must be 35 as of the 01/01 of that season commencing.

- **Automatic Suspension (also referred to in this By-Law as Automatic Game, Automatic and Auto)** means a one Match Suspension that cannot be reviewed or challenged.

- **Bayside FA or BFA** means the Bayside Football Association.

- **Club** means a Club registered with the BFA.

- **Club Associate(s)** means one or more of the following, whether individually or collectively:

- (a) Club Director(s), Committee Member(s) and Office Bearer(s); or other terminology used by the Club to designate positions that perform these duties on behalf of the Club.

- (b) Club Official(s) (including but not limited to a coach, team manager or anyone who is officially associated with the Club).

- (c) Player(s) of a Club;

- (d) Member(s) of a Club as defined in the Club's Constitution;

- (e) Supporter(s) of a Club including spectators at a Match who unless otherwise identified with a Club shall be deemed to be supporters of the Home Club;

- (f) Any person(s) involved with and/or who contributes to the game of Football in any capacity;

- (g) Club(s),

- (h) Team(s).

- **Competition season** means any series of competitive Matches determined by the BFA and includes any cup matches and Finals Series.

- **Entering the Field of Play** means entering the field of play without prior permission from the Senior Match Official but not necessarily including participation in a melee.

- **Finals Series** a series of finals matches as designated by BFA.

- **Fine** shall mean a monetary penalty as stipulated in Schedule 2 or otherwise as referred to within this By-Law as applicable.

- **Fixed Penalty Offence** means anyone of the offences set out in Schedule 1 or Schedule 2.

- **Fixed Penalty System** means the system set out in clauses 5.4-5.10.

- **BFA** means Bayside Football Association.

- **FFA** means Football Federation Australia.

- **FIFA** means Fédération Internationale de Football Association.
- **Football/ Soccer** means Association Football, the sport/game which is administered by the BFA/FFA/FIFA and/or any forms, variations, kinds, types or related activities conducted under the auspices of the BFA. Football and soccer have corresponding meanings.
- **Forfeit** means any one or more of the following:
  - (a) Where a Club notifies BFA prior to the scheduled time and/or date of a fixture that it will not have capacity to honour that fixture,
  - (b) Where a Club scheduled to take part in a fixture does not attend at the required time and location and the fixture does not commence,
- **Form** means any of the forms set out in Schedule 3.
- **Grievance** means a Dispute (as defined in the BFA Constitution) to which Division 3 of the BFA Constitution applies.
- **Instigator of a Melee** means where a Club Associate's conduct results in retaliatory action that leads to a melee. N.B. The offence of Misconduct – Instigator of Melee is in addition to the offence of MP4 A and/or MP4 B which, if proven, may have the effect of a Club Associate or Player being found guilty of both offences.
- **Match** means any game of Football played under the auspices of BFA, and in applicable cases FFA, or otherwise played under BFA's direction or control, including but not limited to non-BFA games where BFA has appointed Match Officials. A Match may also be known as a game or fixture.
- **Match Official (also known as the Referee)** includes the following:
  1. BFA appointed Senior Match Official,
  2. Assistant Match Official (also known as Assistant Referee),
  3. Match Assessor,
  4. Any other person designated by BFA as a Match Official, or
  5. Any individual who acts as a Match Official in any match, this includes a volunteer from either team who acts as referee or linesperson.
- **Match Official Jurisdiction**, commences from the time the Match Official arrives at the venue or ground to the time they depart the venue or ground.
- **Match Time** means a period of time designated for a Match to be played, including one hour prior to the scheduled kick off time and one hour after the referee has signalled full time. Match time also includes:
  - (a) Pre-Match inspections and address;
  - (b) Half time intervals; and

(c) Post-Match formalities including but not limited to signing Match Records; during which the Match Official(s) retains jurisdiction.

• **Melee (non-violent)** means a non-violent confrontation, altercation, confusion, struggle, contact and/or exchange of words and gestures between 3 or more persons who are either Players or Club Associates whether on or off the field.

• **Melee (violent)** means a clash, struggle, fight and/or turmoil, between 3 or more persons who are either Players or Club Associates whether on or off the field where 1 or more persons were physically injured or where there was a reasonable chance that 1 or more persons may have been physically injured, regardless of whether any such injury may be serious or minor.

• **Misconduct** shall mean any act or omission by a Club Associate or a Match Official that constitutes:

(a) A breach of the FIFA Statutes and Regulations;

(b) a breach of the BFA Statutes, Regulations, By-Law, policy or code of conduct which may be in place from time to time;

(c) A breach of the Laws of the Game;

(d) a breach of an BFA By-Law, regulation, code of conduct or policy unless such By-Law, regulation, code of conduct or policy contains a provision or provisions for dealing with any breach thereof;

(e) A breach of BFA's Rules of Competition;

(f) Participating, assisting or arranging the participation or assistance of others in any Match fixing, gambling or betting activities in relation to a Match;

(g) In the opinion of BFA, conduct which is or may be or has a result that is or may be prejudicial to the interests or reputation of either the game of Football in Victoria, BFA or of any of its sponsors or associates.

• **Misconduct Penalty** means a penalty determined by BFA in accordance with Schedule 2 of this By-law.

• **Misconduct Penalty Offence** means any one of the offences set out in Part 3 of Schedule 2 of this By-Law.

• **Offence against a Match Official** means any of the relevant offences set out in Schedule 1 or Schedule 2 of this By-Law.

• **Penalty Unit** shall mean the amount set out in Part B of Schedule 2 of this By-Law.  
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• **Play off** means a Match or Matches other than a Finals Series to determine final ladder positions, promotion opportunity or relegation and unless otherwise specified in this By-Law is part of a Competition Season

- **Protest** means a formal protest against a Match result arising from an allegation that a Club has fielded an ineligible player.
- **Red Card** means either a Direct Red Card or an Indirect Red Card.
- **Red Card Appeal (also Known as a Tribunal Request against a Fixed Penalty)** means a review by the Tribunal at first instance of an Additional Suspension received as a result of a Red Card.
- **Relevant Team** means any team or teams that a Club Associate represents (whether formally or informally) or with which a Club Associate is connected in any way as determined by BFA.
- **Suspension** shall have the meaning set out in clause 8 and includes an Automatic Suspension and an Additional Suspension.
- **Team Misconduct** in relation to a Club's team means:
  - (i) Where 5 or more of its Players are cautioned during the same Match
  - (ii) Where 3 or more of its Players are sent off during the same Match
- **Tribunal** means the BFA Tribunal established pursuant to this By-Law.
- **Vexatious Claim** means a claim or complaint instituted without sufficient grounds and serving or designed only to cause annoyance to another party.
- Any term defined the BFA Constitution, the BFA Rules of Competition, BFA Registration Regulations, the FFA Grievance Resolution Regulations and FFA National Disciplinary Regulations for the purposes of this By-Law shall have the same meaning as set out in that document unless otherwise expressed in this By-Law.

### 3. INVESTIGATION AND CHARGES

3.1 Subject to this By-Law, only BFA, its President or a member of BFA designated by the President may bring a charge of Misconduct on behalf of BFA against a Club Associate or a Match Official.

3.2 BFA may investigate any matter that is relevant, in its opinion, to whether or not a charge of Misconduct ought to be laid. Such investigation may be initiated on the basis of the report of the Match official, a complaint by a Club, a report of any other person, or on the basis of any other evidence which in the opinion of the BFA is credible.

3.3 Such investigation may be carried out by the BFA as it sees fit and all Club Associates and Match Officials are required to cooperate fully with BFA in the conduct of that investigation. Failure to co-operate with or intentionally impeding BFA in investigating any matter may amount to Misconduct.

3.4 At any time the BFA may determine whether any charge(s) of Misconduct will be laid against a Club Associate and whether it will be dealt with by:

- a) The Tribunal; or
- b) The Fixed Penalty System or Misconduct Penalty System; or
- c) Mediation under this By-Law; or
- d) Any combination of the above; or
- e) In any other manner that BFA deems appropriate; and

Such determination shall be at the absolute discretion of BFA and not subject to review by any party.

3.5 BFA may in its unfettered discretion choose to not investigate, or dismiss, any matter that it determines to be a Vexatious Claim, or determine at any time whether no action is to be taken in relation to any matter.

### ***Strict Liability of Clubs***

3.6 All Clubs are responsible and liable for the conduct of their Club Associate(s) at or in the vicinity of any Match regardless of the responsibilities attached to any other person or entity in respect of such a Match or event.

### ***BFA May Bring Charge***

3.7 BFA may bring a charge of Misconduct against a Club Associate or Match Official whether pursuant to clause 4 or otherwise.

3.8 In the case of a charge of Misconduct against a Match Official such charge will ordinarily be referred to the Match Official Commission but may, if BFA considers it necessary, be referred to the Tribunal.

3.9 Where multiple charges of Misconduct are brought against a Club or Club Associate arising from the same Match, BFA may choose to refer such charges to the Tribunal.

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## **4. ON FIELD MISCONDUCT**

### ***Misconduct***

- 4.1 Any Misconduct by a Player that occurs during Match Time may result in:
- a) A caution (**Yellow Card**), as defined in clause 4.2(a);
  - b) An expulsion (**Red Card**) either „Direct“ or „Indirect“, as defined in clauses 4.3 (a) and (b);
  - c) A formal charge of Misconduct;
  - d) A Fine;

on a Player, and in applicable cases a Club, in accordance with the provisions of this By- Law.

### **Yellow Card Offences**

#### 4.2

(a) A Yellow Card is a caution from a Match Official to a Player for a minor infringement (Law 12 of the Laws of the Game) as set out in Schedule 1 Part 1 of this By-Law.

(b) A Player who accumulates 5 Yellow Cards during the same Competition Season, regardless of the league or competition or Club in which those Yellow Cards are received (excluding junior competitions), shall receive the following sanctions:

(i) an Automatic Suspension, which cannot be appealed and operates from the time of notification of the Suspension by BFA and must be served in the competition in which the 5<sup>th</sup> Yellow Card was received, unless determined otherwise by BFA; and

(ii) a Fine of 1.25 Penalty Units,

(c) A Player who accumulates an additional 5 Yellow Cards (a total of 10 Yellow Cards) in the same Competition Season, regardless of the league or competition or Club in which those Yellow Cards were received (excluding junior competitions), shall receive:

(i) a two-Match Suspension, which cannot be appealed and operates from the time of notification of the Suspension by BFA and must be served in the competition in which the 10<sup>th</sup> Yellow Card was received, unless determined otherwise by BFA; and

(ii) a Fine of 2.5 Penalty Units.

(d) A Player who accumulates a further 5 Yellow Cards (a total of 15 Yellow Cards in the same Competition Season), regardless of the league or competition in which those Yellow Cards were received (excluding junior competitions), shall receive:

(i) a three-Match Suspension, which cannot be appealed and operates from the time of notification of the Suspension by BFA and must be served in the competition in which the 15<sup>th</sup> Yellow Card was received, unless determined otherwise by BFA; and

(ii) a Fine of 3.75 Penalty Units.

(e) A Player who accumulates a further 5 Yellow Cards (a total of 20 Yellow Cards in the same competition season), regardless of the league or competition or Club in which those Yellow Cards were handed out (excluding junior competitions), shall be fined 5 Penalty Units and BFA must refer the matter to the Tribunal for determination.



(f) A Player who accumulates 2 Yellow Cards in separate Matches during a Finals Series shall receive:

(i) an Automatic Suspension, which cannot be appealed and operates from the time of notification of the Suspension by BFA and must be served in the competition in which the 2nd Yellow Card was received, unless determined otherwise by BFA; and

(ii) a fine of 1.25 Penalty Units.

(g) At the conclusion of the regular home and away season the number of Yellow Cards counted against each player shall be reset and players eligible for a Finals Series shall commence with no Yellow Cards counted against them.

(h) To avoid doubt, any player that receives a suspension subject to 4.2 (b)-(e) as a result of the final round of the regular home and away season must serve their suspension in the next available Match including any relevant Finals Series where applicable.

### **Red Card Offences**

#### 4.3

(a) A Direct Red Card may be issued by a Match Official to a Player in respect of a serious infringement (Law 12 of the Laws of the Game) as set out in Schedule 1 Part 2 of this By-Law.

(b) If a Player is given two Yellow Cards during Match Time in the same Match that person shall be given an **Indirect Red Card**, which shall replace the two Yellow Cards that gave rise to it.

(c) If a Player is given a Direct Red Card during Match Time, any Yellow Card the Player has previously received in Match Time remains in place.

(d) Subject to this By-Law, a Player who is given a Direct or Indirect Red Card:

(i) must leave the field of play (and its surroundings, including the substitutes bench during a Match); and

(ii) shall receive:

a) an Automatic Suspension;

b) a Fixed Penalty in accordance with Part 3 of Schedule 1;

c) a Fine of 1.25 Penalty Units; and/or

(iii) depending on the grading of the offence, the matter may be referred to the Tribunal.

(e) Any Player who receives a second Red Card in the same Competition Season, regardless of the competition or league or Club in which it is received, including any relevant Finals Series, shall incur an Additional Suspension of 1 Match. This Additional Suspension cannot be appealed and must be served immediately after the Automatic Suspension and is in addition to any penalty under clause 4.3 (d).

(f) Any Player who receives a third Red Card in the same Competition Season, regardless of the competition or league or Club in which it is received, including any relevant Finals Series shall receive an Additional Suspension of 2 Matches. This Additional Suspension cannot be appealed and must be served immediately after the Automatic Suspension and is in addition to any penalty under clause 5.3 (d).

(g) Any Player who receives four or more Red Cards in the same Competition Season, regardless of the competition or league or Club in which it is received or in a Finals Series shall receive an Additional Suspension of 3 Matches and will be referred to the Tribunal. This Additional Suspension cannot be appealed and must be served immediately after the Automatic Suspension.

### ***Guilty Plea – Fixed Penalty***

4.4 A Player who has received a Red Card for any conduct set out in Part 3 of Schedule 1 shall be assigned a Fixed Penalty.

4.5 A Player who has received a Red Card for conduct set out in Part 3 of Schedule 1 other than the following:

a) R4,

b) R5,

c) R7,

d) any offence that results in an Automatic Game only, or

e) any offence that results in a mandatory Tribunal,

may plead guilty to the Red Card resulting in a one Match reduction of the applicable Fixed Penalty provided the Player or his or her Club has notified BFA in writing of the Player's guilty plea by 1:00pm on the Monday following notification by BFA of the Red Card. Once a guilty plea has been submitted to BFA a Club Associate is not able to lodge a Red Card Appeal.

### ***Red Card Appeal***

4.6

(a) A Player who has received a Red Card, other than R4, R5, R7, or any offence that results in an Automatic Game only or mandatory Tribunal, may choose not to accept the Red Card in which case a completed Tribunal Request Form as set out in Schedule 3 and the Tribunal Request Fee set out in Schedule 2

**(Tribunal Request Fee)** must be lodged with BFA within 7 working days of the Red card being. The suspension will be in affect until the hearing is heard.

(b) At the time of lodging a Tribunal Request Form all monies owed by the Player's Club to BFA must be paid in full. No Red Card Appeal or any other appeal will be commenced unless the Appellant's Club has paid all monies due and owing by it to BFA.

(c) Where clauses 4.6(a) and (b) are not satisfied the Tribunal shall have no jurisdiction to hear a matter and the original Fixed Penalty shall apply.

4.7 Upon receipt of a Tribunal Request Form and subject to clause 4.6 BFA shall convene a Tribunal to hear the matter as soon as practicable.

4.8 Subject to this clause at that hearing the Tribunal shall have no power to remove a Red Card, an Automatic Suspension or reduce a Fixed Penalty but may:

(a) make a finding that the offence has not been proven in which case it may remove any Additional Suspension that may have been imposed; or

(b) make a finding that the offence has been proven in which case the Tribunal may, in its discretion, increase the Fixed Penalty or impose any additional sanctions on the Player as it sees fit; or

(c) make a finding that the Player is guilty of a different offence or the same offence but at a different grading in which case the relevant Fixed Penalty if any shall be applied and, if the Tribunal in its discretion sees fit, it may impose any additional sanctions as it sees fit.

4.9 Notwithstanding lodgement of a Tribunal Request Form, until the Tribunal has determined the matter or stayed the operation of any Fixed Penalties a Player must serve all applicable Suspensions and comply with any other Fixed Penalties.

## **5. OTHER MISCONDUCT**

### ***Misconduct Penalties***

5.1

(a) BFA has adopted a system of penalties that apply to conduct by a Club Associate(s) that constitutes a Misconduct Penalty Offence.

(b) A Club Associate who has been issued with a Misconduct Penalty by BFA can request a Tribunal hearing in which case the provisions of clauses 5.7-5.9 of this By- Law shall apply as though a reference to:

(i) "Red Card" therein was a reference to "Misconduct Penalty" as the case may be

(ii) "Player" was a reference to "Club Associate"; and

(iii) "Fixed Penalty" was a reference to a "Misconduct Penalty" under this clause 5.

Once a Club Associate lodges a Tribunal Request against a Misconduct Penalty, then such penalty shall be suspended while the Tribunal's decision is pending.

### **Repeat Offences**

5.2

The following Offences are considered **Serious Offences** for the purposes of this By-Law:

(i) MP4 B

(ii) MP6 B

(iii) MP7 B

(iv) MP8 B

(v) MP9

Where a Club or Club Associate is found guilty of a First Serious Offence and then commits another Serious Offence (**Further Offence**) within 12 months of the date of the First Serious Offence, regardless of whether it takes place in a different Competition Season or Finals Series, the Further Offence shall be treated as a second, third or subsequent offence as applicable, and if proven shall be subject to such penalties as outlined in Schedule 2 Part 3 of this By-Law. By way of example only, if a Match occurred on 3 May 2014 and a MP6 B (First Serious Offence) charge was proven against a Club Associate for that Match, and the Club Associate was then charged with a MP8 B as a result of a Match on 2 May 2015 the Club Associate would be subject to a Second Serious Offence charge and the respective penalties under MP8 B if the charge is proven.

5.3 Where a Club or Club Associate is subject to any Serious Offence charge(s) BFA shall refer such to the Tribunal for determination, unless the incident giving rise to the charge(s) is also the subject of a Police inquiry or ongoing action by the Courts, whereby BFA may in its absolute discretion defer the matter until it is no longer under investigation by Police or a determination is reached in Court.

### **Media Comment**

5.4

A Club, Club Associate or Match Official may not make any comment(s) to the media or in any public forum whether verbally or in writing, including any form of electronic communication and social media which are derogatory, prejudicial to or which are reasonably likely to bring the game into disrepute, about:

(i) BFA, including any of its Staff, sponsors or commercial partners

(ii) BFA Members, including the BFA Board,

(iii) the BFA Tribunal & Appeals Board or any of its members,

- (iv) other Competition Administrators or Clubs,
- (v) the performance of a Match Official(s),
- (vi) any Match.

5.5 A Club, Club Associate or Match Official making any such comment(s) may be charged with Misconduct and fined at a level of BR6 or, in BFA's absolute discretion, referred to the Tribunal for determination or otherwise dealt with by BFA.

### **Breaches of the Rules of Competition**

- 5.6 Any breach of the Rules of Competition shall amount to Misconduct.
- 5.7 Breaches of the Rules of Competition are penalised in accordance with Schedule 2 Part 2 of this By-Law unless otherwise notified in this By-Law or determined by BFA.
- 5.8 BFA shall determine the Game Score of any Match that is abandoned due to Misconduct, in accordance with the Rules of Competition.
- 5.9 Where an abandoned fixture is referred to the Tribunal pursuant to clause 5.8, the Tribunal may determine only the question of the alleged Misconduct and shall have no power to determine the Game Score or order a full or partial replay of that fixture.
- 5.10 Where a team forfeits a Match the relevant team may be penalised subject to the Rules of Competition and this By-Law. In all cases where a team forfeits a Match the score shall be recorded as 3-0 to the non-offending team and where a team notifies BFA:
- a) before 9:00pm, 3 days prior to the Match, no fine shall apply.
  - b) after 9:00pm, 3 days prior to the Match, a fine shall apply at level BR7 and an amount of 50% of the referee's fee.
  - c) after 9:00pm, 1 days prior to the Match, a fine shall apply twice the level at BR7 and an amount of 100% of the referee's fee.

In all cases the referee's fee will be paid to the nominated referee that was allocated to that match. In the event of no referee being allocated the fee will be paid to the BFA.

In a case of any one club being found to be repeatedly forfeiting games, they will be asked to appear before a BFA tribunal to explain these actions. Further fines, loss of further points or even competition expulsion could result.

In all cases the fines may be paid to the non-forfeiting Club to compensate loss of earnings that may occur as a result of the forfeiture. The BFA has sole discretion as to this decision and any decision cannot be appealed.

## 6. SUSPENSIONS

6.1 Ordinarily a Suspension is a ban on taking part in a Match in any capacity, which includes but not limited to participating in any capacity as a Club Associate, or attending in the technical area/bench. Where a Coach or Player is suspended however, they may attend future Matches but must not participate as either a Coach, Player or in any official capacity for any BFA Club.

6.2

(a) Subject to clause 6.5 a Suspension on a Club Associate must be served in consecutive fixtures for which the Club Associate is eligible at the level at which the incident giving rise to the Suspension occurred, including if necessary in the following competition season(s) and/or Finals Series.

(b) A Club Associate must serve a suspension without delay and a suspension shall remain in effect until served in full irrespective of a change of status, league, level or age group.

(c) In all cases until a Suspension is served in full, a Club Associate must not participate in any other fixture at any level in BFA competitions. This includes suspensions that are not totally served in a competition season and that are carried over and served in future or subsequent seasons irrespective of the league, level or age group in which they participate.

(d) A Suspension arising out of a Finals Series which is not served in full in that Finals Series shall be carried over to the following competition season in which the Club Associate participates.

6.3 If a Match is postponed prior to its commencement, such Match will not be classified as a Match served under a Suspension.

6.4 A Match that is abandoned after commencement shall count as a Match served under a Suspension unless:

(a) any Club or team to which the suspended Club Associate belongs was responsible for the facts that led to the abandonment or forfeit.

(b) an incident leading to the abandonment or forfeit of a fixture is referred to the Tribunal.

To avoid doubt, where a Match is abandoned after commencement and is subsequently re-played, such Match shall not be considered to be a Match served under suspension and the relevant player will serve their suspension in the next available fixture.

6.5 Unless otherwise advised, relevant suspensions received shall also be served in any Cup series, or any other applicable tournaments, and vice versa. To avoid doubt, this shall not apply to suspensions arising from an accumulation of yellow cards, or out of season competitions not administered by BFA.

6.6 Until a suspension has been served in full, a Club Associate may not register for or take part in any other form of Football administered by BFA.

## **7. MEDIATION**

7.1 In relation to any dispute, alleged Misconduct or other matter, BFA may require Club Associates to attend mediation with an independent person who shall act as a mediator for the purpose of attempting to reach agreement between the parties to the dispute.

7.2 Mediation shall be conducted on a without prejudice basis and the mediator shall have no power to impose any decision on any of the parties.

7.3 A failure by a Club Associate to attend such a meeting when requested without reasonable excuse shall amount to Misconduct and, at BFA's discretion, may be referred to the Tribunal for Determination.

7.4 Unless agreement is reached at such a meeting and recorded in writing and signed by the parties, BFA may in its complete discretion, decide to refer any allegations of Misconduct or other matter to the Tribunal.

7.5 BFA shall neither be a party to mediation nor make submissions on behalf of any party, but may provide case materials from any investigation into the matter conducted by BFA and upon which the parties and the mediator may rely.

7.6 Ordinarily BFA shall not keep a formal record of mediations however may retain a copy of a settlement agreement reached between the parties.

7.7 Mediation may also be sought externally of BFA through the Dispute Settlement Centre of Victoria, or conciliation may be requested through the Victorian Equal Opportunity and Human Rights Commission. To avoid doubt, BFA will not be a party to any external dispute resolution proceedings nor provide any case materials from any relevant investigations.

## **8. NOTIFICATION**

8.1 Where BFA is required under this By-Law to notify any Club or Club Associate of any matter then such requirement shall be deemed to have been satisfied by BFA publishing such matter on its website or any one of the following:

(a) sending any such notification by email to the Club or Club Associate's email address last identified to BFA by it or them.

(b) sending such notification by fax to the Club or Club Associate's fax number last identified to BFA by it or them.

(c) sending such notification to the Club or Club Associate's address by pre-paid ordinary mail last identified to BFA by it or them.

8.2 For the purpose of calculating any relevant time periods such notification will have been deemed to have taken place:

(a) in the case of notification by website the day on which it was published online,

(b) in the case of notification by email or fax at the time at which such email or fax is sent or evidenced by an appropriate record of delivery, without error, to the recipient's fax number or email address,

(c) in the case of notification by post at the expiration of 2 business days following the date on which such notification was posted.

8.3 Clubs and Club Associates are responsible for ensuring that Club Contact details, Club Administrator details, player and coach details, are correctly notified online via the online registration system.

8.4 Where a Club or Club Associate fails to correctly notify BFA of a change of details that is by updating them on online registration system, this will not be considered an extraordinary circumstance for the purposes of 9.18, 10.2 or 15.5 of By-Law.

## **9. BFA TRIBUNAL**

### ***Appointment & Composition of the Tribunal***

9.1

(a) BFA shall appoint a Tribunal consisting of such person or persons as BFA shall from time to time deem fit, these attendee's are usually BFA committee members unless advised otherwise

(b) BFA shall appoint one of the Tribunal Members to be BFA Tribunal Chairperson.

(c) Where at a particular hearing the Tribunal consists of more than one Tribunal Member:

(i) if the BFA Tribunal Chairperson is one of the Tribunal Members appointed for that hearing he or she shall act as Chairperson at the hearing,

(ii) In any other case, BFA shall appoint one of the Tribunal Members to act as Chairperson at the hearing.

(d) A person shall not be appointed to the Tribunal if he or she:

(i) is a member, officer or official of a Club or the BFA unless discussed prior by all parties involved

(ii) is a party to or in any way directly or interested in a matter to be heard by the Tribunal unless discussed by all parties involved

(iii) otherwise has any relationship with any party to the matter such that that person is or may be seen to be not independent.

(e) Subject to this By-Law the Tribunal shall, ordinarily, consist of 1 Tribunal Member, but can sit with up to 5 Tribunal Members.



(f) A person appointed as a Tribunal Member may be removed from the Tribunal at the discretion of BFA.

### ***Jurisdiction of Tribunal***

9.2 The Tribunal shall have jurisdiction in respect of:

(a) any matters referred to it by BFA including but not limited to a matter involving a person who has submitted to the jurisdiction of BFA,

(b) any request by a Club Associate to review any sanction,

(c) a Grievance, or

(d) Any other matter in respect of which the Tribunal is given jurisdiction by BFA.

9.3 To avoid doubt the Tribunal shall not have any power to hear disputes relating to a Club Associate's contract with a Club.

### ***Tribunal Procedure***

9.4 If BFA determines to refer a matter to the Tribunal it shall:

(a) notify all persons who may be affected by the Tribunal's decision of the following matters:

(i) The time, date and place at which the hearing will take place.

(ii) Sufficient details of the allegations against the party charged to enable the party to prepare a response to the allegations.

(iii) Details of any documents or other evidence (e.g. video evidence) which will be relied upon at the hearing in support of the charge.

(iv) That the party may make written representations to the Tribunal and/or appear before the Tribunal to make submissions.

(b) The Tribunal may conduct the hearing in any manner as it sees fit including but not limited to by way of teleconference or video conference and may, if it considers it appropriate, allow an amendment to the charges or adjourn the hearing provided that:

(i) all parties affected are given a reasonable opportunity to be heard, and

(ii) the hearing is conducted with as little formality and technicality and with as much expedition as proper consideration of the matters before it permits.

(c) The Tribunal is not bound by the rules of evidence or by the practices or procedures applicable to courts of record but may inform itself as to any matter and in such manner it deems appropriate provided that the Tribunal adheres to the principles of natural justice.

(d) The attendance of the BFA appointed Referee(s) in relation to any matter before the Tribunal is mandatory for the matter to proceed, unless such attendance is determined by the Tribunal to be of little importance or of minimal substance or where no BFA Referee(s) was appointed. The attendance of the Club Associate(s) who have been charged is also mandatory. Failure to attend Tribunal, by either of the Referee(s) or Club Associates, may result in a matter being adjourned and/or the Referee(s) and/or Club Associates being charged with Misconduct and/or Contempt of Tribunal – Clause 9.11. The Tribunal at its sole discretion may determine a matter before it in the absence of any parties.

(e) Parties who wish to rely upon documents not previously submitted to BFA as part of an investigation preceding the Tribunal must forward such to BFA no later than 12:00pm two days before the Tribunal. Failure to comply with this requirement will result in such documents not being accepted at the hearing except with special leave of the Tribunal.

(f) If the Tribunal in a particular matter is constituted by more than one person, the question(s) on appeal before it must be decided according to the opinion of the majority of the members of the Tribunal hearing the matter. Where the Tribunal consists of only two persons, the Chairperson shall have a deciding vote if necessary.

(g) Subject to this rule at the hearing the Tribunal shall have no power to reduce a Fixed Penalty or a Misconduct Penalty but may:

(i) make a finding that the offence(s) has/have not been proven in which case it may remove any Additional Suspension that may have been imposed but may not remove or alter any applicable Automatic Suspensions.

(ii) in the case of a Fixed Penalty Offence make a finding that the offence as charged or the same offence at a different grading or a different offence has been proven provided that if the Tribunal considers a different offence may have been committed it must give the party charged an opportunity to put any evidence and/or submissions in relation to that different offence that it wishes to.

9.5 Subject to this By-Law the Tribunal may make guidelines with respect to practice and procedure of a hearing provided that such guidelines are not inconsistent with this By-Law. Any such guidelines are not binding on the Tribunal and any decision by the Tribunal will not be invalid by reason of a guideline not being followed.

9.6 Notwithstanding the above, the Tribunal may follow the procedures set out in 10.6-10.10 unless in all of the circumstances of the case the Tribunal determines it is not practical to do so provided always that the principles of natural justice are observed:

(a) at the commencement of a hearing a Tribunal member or the Tribunal chair must read out each charge.

(b) the person charged, if present, must be asked whether or not they plead guilty or not guilty.

(c) the parties must be invited to give to the Tribunal a summary of the matters on which they wish to rely.

(d) a party may be represented by a person with legal qualifications only upon application to the Tribunal

(e) the Tribunal may require any witnesses who are not parties to the matter to go outside the hearing room until they are called upon to give evidence.

(f) where the author of a document relied upon by a party is not present to be questioned about that document, the Tribunal may attach such weight as it deems appropriate to the document.

(g) the parties may call evidence from such witnesses as are permitted by the Tribunal and all such witnesses can be subject to questioning by the other party or members of the Tribunal. Where a witness is not present at the hearing either in person or via video link or other telecommunication method to be questioned about his or her evidence, the Tribunal may attach less weight to that evidence as it sees fit.

(h) evidence may be given in person or by way of a telephone or video link.

(i) if video evidence is to be relied on then the Tribunal must view all of the relevant sections of that video evidence.

(j) submissions made by the relevant parties to a hearing shall be considered by the Tribunal at its discretion.

(k) the Tribunal may either on its own motion or on an application by a party adjourn the hearing of any matter on such terms as it sees fit.

#### 9.7 At the completion of the evidence:

(a) the parties shall leave the hearing room if requested by the Tribunal.

(b) the Tribunal will consider all the evidence and submissions made during the hearing and make a determination on the balance of probabilities with respect to whether or not the charge or charges or matter have been proven.

(c) the Tribunal may determine that the party charged is guilty of the offence charged but at a lesser grading or is guilty of a different offence provided that if the Tribunal considers a different offence may have been committed it must give the party charged an opportunity to put any evidence in relation to that different offence that it wishes to.

(d) Any determination must be made with regard to 9.4(f) above.

## **Penalties and Sanctions**

9.8

(a) If the Tribunal finds that:

(i) the charge or charges have been proved; or

(ii) the party charged is guilty of the offence charged but, in the case of a Fixed Penalty Offence or Misconduct Penalty Offence at a different grading or guilty of a different offence then prior to imposing any penalty or sanction it must invite the parties to make submissions to the Tribunal on the question of what penalty or sanction, if any, ought to be imposed.

(b) In addition BFA or its representatives may make submissions to the Tribunal on the question of what penalty or sanction, if any, ought to be imposed.

(b) Where a Club is found guilty of any charge which arises either wholly or partly out of the conduct of a Club Associate (s) the Tribunal may, when considering the question of penalty, take into account any steps taken by the Club to:

(i) identify such Club Associate(s) and/or

(ii) minimise the risk of a repetition of such behaviour by the relevant Club Associate(s)

9.9 The Tribunal may have regard to any matters which it considers relevant to the question of penalty and, without limitation, may consider:

(a) the seriousness of the conduct with which the party is charged or found guilty of by the Tribunal;

(b) any loss or damage sustained or likely to be sustained by any party including but not limited to BFA howsoever arising from the conduct;

(c) evidence of the Tribunal history of the party charged;

(d) the extent to which the party has made efforts to prevent the conduct from occurring insofar as they are relevant, the objectives of the BFA Constitution.

9.10 After submissions have been made the parties shall leave the hearing room and the Tribunal shall consider its verdict on the question of penalty. Unless the Tribunal is unable to reach a decision within a reasonable time it shall announce such decision to the parties on the day of the hearing. Where that is not possible BFA shall advise the parties of the Tribunal's decision as soon as practicable following the Tribunal hearing. Without imposing any binding obligation on the Tribunal it is expected that in most cases the Tribunal will announce its decision on the day of the hearing.

9.11 Where, at the hearing or before or after it, a party conducts itself in a manner which the Tribunal considers is in contempt of or shows contempt for the Tribunal through absence or any other conduct the Tribunal may impose any sanction as it

sees fit to the relevant Club or Club Associate, in addition to any other penalty or sanction handed down by the Tribunal.

9.12 The Tribunal is not obliged to give reasons for any decision made by it. If the Tribunal provides reasons then the Tribunal may authorise BFA to publish those reasons on the BFA website.

9.13 If so authorised BFA will publish the Tribunal's decision on its website as soon as practicable and such publication shall constitute notification of the Tribunal's decision for the purposes of the provisions of this By-Law relating to appeals from a decision of the Tribunal.

9.14 In addition to any Minimum Mandatory Penalty required under this By-Law the Tribunal may impose, in its own absolute discretion, any one or more of the following penalties or outcomes on such terms as it sees fit:

- (a) Expulsion;
- (b) Disqualification;
- (c) Suspension (including but not limited to suspension of a registration or accreditation);
- (d) A monetary penalty not limited to any amount;
- (e) A reprimand or caution;
- (f) Deduction of Championship points;
- (g) Compulsory attendance at a Respect and Responsibility Course (as defined below);
- (h) Compulsory attendance at a course or courses of education or rehabilitation including without limitation an anger management course approved by BFA on such terms as the Tribunal sees fit; and
- (i) Any such other sanction or penalty as the Tribunal sees fit, except any form of suspended penalty or a bond.

### ***Respect and Responsibility Course (RRC)***

9.14 Where a Club, Team, Club Associate and/or any other person or persons are ordered to attend a RRC all of the following must be strictly satisfied in order for the course to be considered to have been successfully completed:

- (a) The ordered Club, Club Associate and/or any other person or persons must attend the course within 30 days of the determination (unless otherwise determined by BFA or ordered by the Tribunal or Appeals Board).
- (b) If a Club or Team has been ordered to attend, and individual persons have not been specified then all members of that Club or Team are required to attend unless otherwise ordered.

- (c) Where a Club, Team, Club Associate and/or any other person or persons are ordered to attend a RRC it is their responsibility to contact the BFA within 10 days of the determination being made to arrange for a time and date on which the BFA can conduct the course.
- (d) The cost of participation in the RRC shall be paid by the Club, Team, Club Associate and/or any other person or persons who are ordered to undertake such a course.
- (e) The ultimate responsibility for payment, failing all other persons and/or entities shall be the responsibility of the Club to which any participant(s) belong to or was part of at the time of the RRC was ordered.

Failure to comply with this clause 9.14 may result in further sanctions as the BFA shall determine.

9.15 Where a Club Associate is found guilty by the Tribunal of a Fixed Penalty Offence or Misconduct Penalty Offence, the Tribunal must impose as a minimum the relevant Fixed Penalty (set out in Schedule 1 Part 3) or Misconduct Penalty (set out in Schedule 3 Part 3) in respect of such conduct and may if it see fit impose any such additional sanctions as set out in clause 9.14.

9.16 Where clause 9.15 applies and the Tribunal imposes a penalty less than the relevant Fixed Penalty or Misconduct Penalty, BFA may, within 48 hours of the Tribunal decision being advised to the parties, and without the need for any further submission from any party make a determination of the appropriate penalty or sanction and for the purposes of clause 9 and clause 16 such determination shall stand as the determination of the Tribunal.

9.17 Where a party fails to comply with a determination of the Tribunal, this may be referred back to the Tribunal for further determination or may be handled in a manner as determined by BFA.

### **Adjournments**

9.18 Without limiting the generality of any clause of this By-Law or any discretion of the Tribunal, adjournments will only be granted for extraordinary circumstances or where the Tribunal considers it would be harsh or unconscionable to any party or BFA not to do so.

9.19 Any requests for adjournment must be lodged in writing and outline the reasons for adjournment by no later than 5:00pm two days prior to the Tribunal hearing.

9.20 Where clause 9.19 has not been satisfied, adjournments may only be ordered by the Tribunal at the hearing.

9.21 Notwithstanding any request for adjournment, BFA, or the Tribunal where applicable, in its sole discretion may grant or deny such request at any time prior to a scheduled hearing.

## **10. APPEALS**

10.1 Subject to this By-Law a party subject to a determination of the Tribunal or the Match Official Commission (save for clause 10.2 below) may appeal such to the BFA Appeals Board, on the following grounds only:

(i) Denial of natural justice;

(ii) Error of fact or law; or

(iii) In any other case with leave of the Appeals Board.

If the Appeals Board is satisfied that the grounds of appeal are made out it may:

(a) where a transcript of the Tribunal hearing is available, review the matter in order to remedy any erroneous determinations; or

(b) where no transcript of the Tribunal hearing is available, rehear the matter on its merits as a new hearing.

10.2 A party subject to a determination of the Tribunal or the Match Official Commission who:

(a) does not appear at the hearing of the Tribunal or the Match Official Commission shall have no right of appeal under clause 10.1 above unless such non appearance is due to an exceptional circumstance such as health, accident, death, or other extraordinary situation(s) accepted by BFA. Work, alleged non-receipt of Notice of Tribunal, and sport related commitments shall not ordinarily be deemed an exceptional circumstance.

(b) has pleaded guilty to an offence(s) at the at the hearing of the Tribunal or the Match Official Commission shall have no right of appeal with respect to those offences under clause 10.1 unless the determination of the Tribunal or Match Official Commissioner exceeded the applicable minimum mandatory penalty for such offences.

10.3 BFA shall establish an Appeals Board to hear appeals under this By-Law or appeals allowed under any other BFA Regulation, By-Law or Policy. The Appeals Board shall be constituted by such persons as BFA sees fit save that any member of a panel that hears a matter at first instance must not constitute in part or whole an Appeals Board to hear that matter on appeal.

10.4 The provisions of clause 9 shall apply to the appointment, composition and procedures of the Appeals Board with such modifications as are necessary as though a reference to "Tribunal" therein was a reference to "Appeals Board".

### ***Time and Notice of Appeal***

10.5 An appeal shall be brought:

(a) no later than 5:00pm 7 business days after the day on which the decision of the Tribunal or Match Official Commission was notified by BFA.

(b) by lodging with BFA a duly completed and signed Notice of Appeal in the form set out in Schedule 3 and payment of the appeal fee set out in Schedule 2

**(Appeal Fee).**

Where 10.5(a) and 10.5(b) have not been satisfied, no appeal may be commenced without special leave of the Appeals Board.

10.6 The Notice of Appeal shall specify:

(a) the grounds of appeal against the findings made by the Tribunal or Match Official Commission; and/or

(b) whether the appeal is against the severity of the penalty or outcome imposed by the Tribunal or Match Official Commission.

(c) such other details as set out in the relevant Form or as reasonably requested by BFA.

10.7 The Notice of Appeal may be lodged with BFA by:

(a) hand delivering it during regular business hours;

(b) transmitting by facsimile or e-mail; or

(c) mailing it by post.

**Notification**

10.8 Upon receipt of the Notice of Appeal BFA shall:

(a) fix a date, time and place for the hearing of the appeal as soon as practicable; and

(b) advise all parties interested in the appeal in writing of these particulars and any amendment to these particulars.

**Appeal Hearing**

10.9

(a) The provisions of clause 9 shall apply to the procedures of the Appeals Board with such modifications as are necessary as though a reference to "Tribunal" therein was a reference to "Appeals Board".

(b) Subject to clause 10.9 (d) where the appeal is in relation to a Suspension, such Suspension shall remain in place pending the determination of the appeal.

(c) The Chairperson of the Appeals Board may, on application by a party to the appeal or of its own motion:

(i) order that the appeal be adjourned;



(ii) stay the execution of any sanction imposed on the appellant pending the determination of the appeal.

(d) The Appeals Board may only make an order pursuant to clause 10.9 (c) where it is satisfied that there are exceptional and compelling circumstances that make it harsh and unconscionable if an order was not made.

(e) At the hearing the Appeals Board shall have no power to reduce a Fixed Penalty or a Misconduct Penalty but may:

(i) make a finding that the offence(s) has/have not been proven in which case

a) it may order that all of the Appeal Fee be refunded; and

b) it may remove any Additional Suspension that may have been imposed but may not remove or alter any applicable Automatic Suspension.

(f) To avoid doubt, a refund of the Appeal Fee may only be awarded in cases where all charges relating to the Appellant are dismissed or found to be not proven.

(ii) in the case of a Fixed Penalty or a Misconduct Penalty make one of the following findings:

a) Offence has been proven as charged,

b) Offence has been proven on a different level or grading,

c) A different offence has been proven, in which case:

1. the Appeals Board must impose or confirm the imposition of the relevant Fixed Penalty for that offence; and

2. in addition it may, in its discretion, increase the Fixed Penalty or impose any additional sanctions as it sees fit.

(iii) In the case of all other offences, conduct or omissions the Appeals Board may impose such penalty or sanction as it sees fit.

(g) If the Appeals Board considers a different offence may have been committed it must give the party charged an opportunity to put any evidence and/or submissions in relation to that different offence.

### **Appeals Board Decisions**

10.10

(a) A decision of the Appeals Board shall be final and binding on the parties and no party may take any action in any court or tribunal or other forum to challenge such decision or seek to have it varied in any way.

### **Precedence**

10.11 Subject to the applicable constitution, rules, regulations, by-laws or any other relevant document of an Competition Administrator within Victoria, the BFA Appeals Board may be constituted to hear an appeal from the Tribunal, or equivalent judiciary or disciplinary panel, of a Competition Administrator, only after the appellant has exhausted all other internal avenues for appeal or relief under the rules and regulations of the relevant Competition Administrator.

10.12 For the purposes of any appeal brought in accordance with 10.11, the applicable governing document shall be this By-Law and any applicable fees or deadlines shall be those as set out in this By-Law.

## **11. MATCH OFFICIAL MISCONDUCT**

11.1 BFA may appoint a Match Official Commission to hear charges of Misconduct by a Match Official.

11.2 Clause 9 shall apply to any hearing conducted by the Match Official Commission as if the Match Official Commission was the Tribunal.

11.3 Where a Match Official is guilty of any act or omission, committed in his or her capacity as a player, which results in any one or more penalties involving offences against Match officials, whether by red card offences or misconduct penalty offences, subject to any appeal to the Appeals Board, BFA may refer the conduct or omission to the Match Official Commission which shall not have any power to re-determine the question of the guilt of the Match Official but may impose such penalties as the Match Official Commission thinks fit in addition to any penalty or sanction imposed on the Match Official in his or her capacity as a player.

11.4 Clause 11.3 shall apply only after the expiry of the time for any appeal under clause 10 or the determination of any such appeal.

11.5 The penalties able to be imposed by the Match Official Commission include but are not limited to:

(i) A Fine

(ii) A reprimand or caution

(iii) Suspension from acting as a Match Official for such period and on such terms as the Match Official Commission thinks fit.

(iv) Disqualification from acting as a Match Official for such period and on such terms as the Match Official Commission thinks fit.

(v) Require the Match Official to attend such training courses at his or her own expense as the Match Official Commission sees fit.

11.6 A decision of the Match Official Commission may only be appealed to the Appeals Board.

### **13. PLAYER REGISTRATIONS, UNREGISTERED AND INELIGIBLE PLAYERS**

#### **13.1 Definitions**

For the purposes of this clause:

- **Team** means a group of players fielded by a Club to participate in a Match.
  
- **Unregistered player** means a player who is not registered in accordance with the applicable BFA Registration Regulations.
  
- **Ineligible player** means a player who is one of the following:
  - Playing for the wrong Club or Team, also playing in an age group not applicable
  
  - Playing within a stand-down period due to Change of Status,
  
  - Playing while registered for two clubs at the same time without a Dual Registration exemption to do so. A maximum of five players per club will be allowed dual registration with a maximum of three players on any one team sheet per game unless otherwise stated in guidance with the BFA
  
  - Playing while not registered.
  
  - Playing while under suspension,
  
  - Playing while ineligible to do so for any other reason determined by BFA,
  
- **Field** means to record a player's name on the Match Team Sheet and "Fields" and "Fielded" shall have corresponding meanings.
  
- **Offence** means when BFA has found upon investigation, audit, processing or notification there has been a breach of this clause including any of the previous fixtures in which an Unregistered or Ineligible Player(s) has participated.
  
- **Fixture** means a game of Football sanctioned by BFA as part of a scheduled competition.
  
- **Request for information** from time to time BFA may request that a Club provide to it information in relation to player registration matters or otherwise as reasonably requested in order to ensure the integrity of football.

#### **13.2. Scope and Penalties**

##### **13.2**

- (a.) All Clubs and Teams must register all their Players in accordance with the BFA Registration Regulations.

(b.) BFA may find Unregistered or Ineligible **Player(s)** through random audits, daily processing or upon investigation following notification of a breach of this clause.

(c.) Where a Club or Team Fields an Unregistered or Ineligible Player (**Offence**) the following shall apply:

1. For every fixture a team is found to have fielded an Unregistered or Ineligible Player(s) the score for that respective fixture shall:

(a) Where that Team loses the Match the result shall be the higher of the actual score or a 3-0 result

(b) Where the score is a draw that Team shall be deemed to have lost the Match 3-0

(c) Where that Team wins the Match the result shall be a 3-0 win to the non-infringing Team

2. For any offence which occurs in a Finals Series or Play-Off Fixture, the following shall apply:

(a) If the Team that Fields an unregistered or ineligible Player(s) wins a Fixture, that fixture shall be awarded 3-0 to the opposition Team.

(b) If the Team that Fields an unregistered or ineligible Player(s) draws a Fixture, that Fixture shall be awarded 3-0 to the opposition Team.

(c) If the Team that Fields an unregistered or ineligible Player(s) loses a Fixture, that Fixture shall be adjusted to 3-0 in favour of the opposition Team; unless the losing margin is greater in which case the final score shall remain unchanged and BFA may refer the matter to the Tribunal.

d. There shall be no appeal mechanism to the Tribunal or Appeals Board for any determinations made by the BFA in relation to ineligible or unregistered Player(s) in accordance with Clause 13.2. Any decisions made by the BFA shall be final; unless new evidence is presented to the contrary at which time the BFA may review its determination.

e. To avoid doubt, where a Club or Team Fields an Unregistered or Ineligible Player in multiple Matches, each Match shall be dealt with in accordance clause 13.2 a-d above.

### **13.3 System or Technical Error**

(a.) To avoid doubt, if there is a system or technical error in processing a registration, the above sanctions will be imposed until such system or technical error is proven by the Club or team or Player, save that:

(i) Only those system or technical errors that occur on weekdays up until 5.00pm on a Friday, (excluding Public Holidays) will be taken into account.

(ii) Should a Club or Team decide to process registrations on non-business days (Weekends and/or Public Holidays) or after 5.00pm on a Friday, the Club or Team is responsible for ensuring all registrations are successfully processed and valid for all Club and team fixtures.

#### **13.4 False or Misleading Information**

(a.) Providing false or misleading information on a Prescribed Registration form or document or via the on-line Registration System; during the player registration process, shall constitute Misconduct and the following shall apply to the relevant Player;

(i.) A 2 Match Suspension which cannot be appealed;

(ii.) Upon discovery of the offence BFA will notify a Player's Club of any Suspension under this clause by 12.00pm on the day prior to the next Match in which the Player's team or Club is scheduled to play; and in addition,

(iii.) The matter may be referred to the BFA Tribunal at the discretion of BFA for the determination of any sanctions which are to be applied.

#### **13.5 Request for Information**

(a.) Where the BFA requests a Club to provide to it information in relation to Club's registration matters or otherwise as reasonably requested in order to ensure the integrity of football, it must comply within 7 days (or as otherwise reasonably requested by the BFA)

b. A failure to comply with clause 13.5a above shall result in all of that Club's teams playing for no points. Should a Club then subsequently comply with Clause 14.5 a, any games which were played for no points during the non-compliance period shall not be replayed and any points potentially lost shall be deemed as forfeited.

### **14. MEMBER PROTECTION**

14.1. In order to address issues of discrimination, harassment and vilification, BFA has adopted the FFA National Member Protection Policy (MPP), or as advised from time to time, for all FFA affiliated Competition Administrators, Clubs and Club Associates.

14.2 Where an incident may constitute a breach of the MPP and/or this By-Law, BFA may, in its sole discretion, determine the appropriate governing document under which to investigate, process, and sanction the matter where required.

14.3 BFA has partnered with the Victorian Equal Opportunity and Human Rights Commission to facilitate the *Fair Go, Sport!* project in order to promote sexual and gender diversity in football. Any misconduct which contains an element of homophobia or related discrimination may be dealt with under the MPP or depending on the nature of such offence may amount to Misconduct under this By-Law.

14.4 BFA has partnered with VicHealth to pioneer the Bystander Intervention Project in order to reduce race-based discrimination in football. Any misconduct that involves racial vilification, discrimination or harassment may be dealt with under the MPP or depending on the nature of such offence may amount to Misconduct under this By-Law.

14.5 BFA has partnered with Sport & Recreation Victoria to provide Access for All Abilities, a program designed to promote inclusion, minimise barriers and provide opportunities for participants with disability to engage the broader football community as Players, Coaches, Administrators and Match Officials.

14.6 Without limiting the Tribunal's discretion in any matter referred to it under the MPP or this By-Law; where an individual is found guilty of misconduct offences relating to discrimination, vilification, bullying or harassment the minimum mandatory penalties shall be:

- (a) a suspension of 6 Matches,
- (b) a written apology to the complainant, and
- (c) successful completion of the Respect and Responsibility Course.

Where a matter is determined administratively by BFA the above penalties (a) – (c) shall apply.

To avoid doubt an individual shall remain under suspension until all penalties have been satisfied or completed whether the penalties were determined administratively or by the Tribunal.

## **15. FAILURE TO RESPECT DETERMINATIONS**

15.1 Subject only to the specified rights of appeal, a determination of the Tribunal or the Appeals Board (**Determination**) is final and binding on all parties. The parties undertake to carry out the Determination without delay.

15.2 A failure to comply with a Determination within the manner or time as prescribed by that Determination is itself a breach of the Rules of Competition and/or this By-Law and shall amount to Misconduct. A non-compliant party may be subject to further sanction.

15.3 Without limiting the generality of clause 12.2, any party who fails to pay another party a sum of money in full as required by a Determination may be:

- (a) fined;
- (b) given a time limit in which to settle the debt; and

(c) if the party the subject of the Determination is a Club, that Club will have 3 Championship points deducted from each of its teams in BFA competitions if it has not paid by the time limit referred to in paragraph 15.3(b).

15.4 In all cases, where an individual is suspended and ordered to undertake training, provide a written apology or complete any other tasks as required by a determination, the individual shall remain suspended until such time as all aspects of the determination have been satisfied or completed.

15.5 Notwithstanding the generality of 15.4, where through extraordinary circumstances or any reason accepted by BFA, an individual is unable to satisfy all aspects of a determination within the required time, BFA may extend such time as it sees fit.

### ***Clubs Responsible For Payment of Fines and Monies Owning***

16.1 A Club is jointly and severally liable to BFA for payment of any Fine imposed on a Club Associate.

16.2 Failure to pay BFA any amount of money within a stipulated time frame may result in the relevant Club being penalised in accordance with the Rules of Competition and this By-Law.

### **Additional club responsibilities for game day, protection for match officials.**

17.1 Failure to provide a marshal to escort the match referee to and from the club room to the allocated pitch pre game, at half time and at games end. This marshal MUST NOT be part of the playing squad, ie coach or player.

17.2 The marshal is in attendance to assist the referee at all times, failure to do so will result in action from the BFA upon investigation.

17.3 Failure to provide a marshal will be dealt with as follows

1<sup>st</sup> offence, a written warning from the BFA

2<sup>nd</sup> offence, a fine issued from the BFA

3<sup>rd</sup> offence, future home fixtures reversed.

## **SCHEDULE 1 OFFENCES**

### **PART 1**

#### **MINOR INFRINGEMENTS – YELLOW CARD CODES**

**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 throw-in.

**Y6** enters or re-enters the field of play without the referee's permission.

**Y7** deliberately leaves the field of play without the referee's permission.

### **PART 2**

#### **SERIOUS INFRINGEMENTS – RED CARD CODES**

**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 goalkeeper within his or her 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** uses offensive or insulting or abusive language and/or gestures.

**R7** receiving a second caution in the same Match

A. Unless otherwise defined in this By-Law, the definitions of the terms set out above as Y1-Y7 and R1-R7 shall have the same meanings as those set out in the FIFA Laws of the Game and the FIFA Disciplinary Regulations as published from time to time.

### **PART 3**



## **FIXED PENALTIES BY OFFENCE**

### **CODE OFFENCE GRADING GUIDELINES PENALTY**

**R1** Serious foul play.

1. Careless or reckless tackle. Automatic Game
2. Attempting to gain possession of the ball using excessive force. Auto + 2
3. Conduct that in the opinion of the referee endangers the safety of an opponent in contest for the ball or has the potential to cause serious injury. Auto + 4
4. Conduct with excessive force causing serious injury where the injured player is unable to continue. Auto + 10 + Tribunal

**R2** Violent conduct.

1. Excessive conduct when the ball is not in play or playing distance. Auto + 2
2. Violent conduct when the ball is not in play or playing distance. Auto + 4
3. Serious violent conduct when the ball is not in play or playing distance. Auto + 6
4. Premeditated violent conduct when the ball is not in play or playing distance. Auto + 8
5. Deliberate violent contact with a Match official. Auto + 12 + Tribunal
6. Serious violent conduct that has caused significant bodily harm or responsibility for a melee. Auto + 16 + Tribunal
7. Serious deliberate contact with a Match official that causes or may cause serious injury or significant bodily harm. Auto + 22 + Tribunal

**R3** Spitting at an opponent or any other person.

1. Spitting at an opponent or another Club Associate. Auto + 8
2. Spitting on an opponent or another Club Associate. Auto + 12 + Tribunal
3. Spitting at or on a Match Official. Auto + 22 + Tribunal

**R4** Denying the opposing team a goal or an obvious goal scoring opportunity by deliberately handling the ball (this does not apply to a goalkeeper within his or her own penalty area). Automatic Game

**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. Automatic Game

- R6** Offensive, insulting, abusive or intimidating language and/or gestures.
1. Using language and/or gestures in frustration. Automatic Game
  2. Using language and/or gestures directed at another player or Club Associate. Auto + 2
  3. Using language and/or gestures directed at a Match Official. Auto + 4
  4. Incitement to violence, or repeated use of words or gestures, to another Player or Club Associate. Auto + 6
  5. Use of discriminatory, homophobic, racist, religious, ethnic or sexist language and/or gestures. Auto + 8 + Tribunal
  6. Attempting to influence a Match Official's decision. Auto + 10 + Mandatory Tribunal
  7. Threatening or intimidating language or conduct toward a Match Official. Auto + 12 + Mandatory Tribunal
  8. Reasonably perceived threat of physical violence toward a Match Official or his/her family or property. Auto + 16 + Mandatory Tribunal
  9. Actual threat of physical violence toward a Match Official or his/her family or property. Auto + 22 + Mandatory Tribunal
- R7** Received a second caution in the same Match. Automatic Game

*Please note:*

- *'Auto' means Automatic*
- *N/A means Not Applicable*

## **SCHEDULE 2 FEES AND FINES**

### **A. ADMINISTRATIVE FEES (ALL COMPETITIONS)**

- Tribunal Request Fee ("Request fee") - \$150
- Appeals Board Fee ("Appeal fee") - \$250

#### **Note:**

1. All Administrative fees include GST and are non-refundable, except in applicable cases in accordance with 10.9(f)(i).

### **B. FINES FOR ALL COMPETITIONS**

#### **NOTES**

- **PENALTY UNIT – 1 Penalty Unit shall be \$50.00**
- **Unless otherwise specified in this By -Law BFA may impose a Fine for Misconduct for such amount as it sees fit. In the case of breaches of the Rules of Competition these fines are in addition to any penalties or consequences set out in the relevant Rules of Competition, this By-Law or which are imposed as a consequence of any other charges which may arise from a breach of the Rules of Competition**

### **PART 1. RED/YELLOW CARD SUSPENSIONS FOR ALL COMPETITIONS**

#### **Red Card Offences Penalty Units Seniors/ Penalty Units Juniors**

- Direct 1.25 /0.6

#### **Yellow Card Suspensions Penalty Units Penalty Units Juniors**

- Accumulation of 5, 10,15 or 20 yellow cards during the season.  
1.25 per multiples of 5 yellow cards/N/A

### **PART 2. BREACHES OF RULES OF COMPETITION**

A. In addition to the BR7 penalties, where a team fails to participate in three scheduled Matches in the same competition season, BFA may withdraw the relevant team from BFA Competitions.

There shall be no appeal mechanism to the Tribunal or Appeals Board in relation to teams withdrawn by BFA under BR7 nor shall Club's receive a refund of team entry fees.

## **BR CODE**

## **PENALTY UNITS**

*First Offence Second Offence Third Offence*

**BR 1** 1 2 4

**BR 2** 2 4 8

**BR 3** 3 6 12

**BR 4** 4 8 16

**BR 5** 5 10 20

**BR 6** 10 20 40

**BR7** 3 6 12

### **PART 3. MISCONDUCT PENALTIES (MP) BY OFFENCE**

A. The following MP Charges shall apply to misconduct committed during Match time and/or when the referee has jurisdiction at a venue.

B. Misconduct committed outside of Match Time or when a referee does not have jurisdiction may be dealt with under Part 3 or generally pursuant to Clause 4 of this By-Law or by any other means as determined by BFA.

C. Where charges are determined administratively by BFA the default penalty shall be the stated minimum fine only unless a mandatory point deduction or any other penalty applies or unless otherwise advised in this By-Law.

D. For the purposes of the MP Table, Point/s and Championship Point/s shall have corresponding meanings.

E. To avoid doubt, where misconduct is referred or appealed to the Tribunal, Appeals Board or Match Official Commissioner as applicable, where the minimum mandatory penalty applies as „and/or“ either one or both penalties may apply. For example, in the case of MP1 – a fine of 5 Penalty Units or Loss of 3 Points or both a fine of 5 Penalty Units and 3 Points may apply.

# MINIMUM MANDATORY PENALTY FOR A RELEVANT CLUB ASSOCIATE IN A COMPETITION SEASON

## CHARGE /FIRST OFFENCE PENALTY/SECOND OFFENCE PENALTY/THIRD OR SUBSEQUENT OFFENCE PENALTY

**MP1** Failing to abide by or comply with a direction of a Match Official.

- 5 Penalty Units; and/or Loss of 3 Points.
- 10 Penalty Units; and Loss of 6 Points.
- 15 Penalty Units; and Loss of 9 Points.

**MP2** Lighting, discharging or throwing a flare or flares, or other flammable object(s).

- 10 Penalty Units; and/or Loss of 3 Points; and 4 Match Suspension for the relevant individual(s).
- 20 Penalty Units; and Loss of 6 Points; and 8 Match Suspension for the relevant individual(s).
- 40 Penalty Units; and Loss of 12 Points; and 16 Match Suspension for the relevant individual(s).

**MP3** Aiding, abetting, procuring, encouraging, assisting or arranging with any other person(s) to engage in Misconduct.

- 5 Penalty Units; and/or Loss of 3 Points.
- 10 Penalty Units; and Loss of 6 Points.
- 15 Penalty Units; and Loss of 9 Points.

**MP4A** Participating in a melee (non-violent).

- 5 Penalty Units; and/or Loss of 3 Points.
- 10 Penalty Units; and Loss of 6 Points.

**MP4B (First 'Serious' Offence)**

**MP4B** Participating in a melee (violent).

- 20 Penalty Units; and Loss of 9 Points.
- 40 Penalty Units; and Relegation / or withdraw the relevant team/club from the competition.

**MP5** Failing to control Club Associate(s).

- 5 Penalty Units; and/or Loss of 3 Points.
- 10 Penalty Units; and Loss of 6 Points.
- 20 Penalty Units; and Loss of 9 Points.

**MP6A** Offence(s) against Match Official(s) (non-violent).

- 10 Penalty Units; and/or Loss of 3 Points; and 4 Match Suspension for the relevant individual(s).
- 20 Penalty Units; and Loss of 6 Points; and 8 Match Suspension for the relevant individual(s).

**MP6B (First 'Serious' Offence)**

**MP6B** Offence(s) against Match Official(s) (violent, repeated and/or excessive conduct).

- 30 Penalty Units; and Loss of 9 Points; and 12 Match Suspension for the relevant individual(s).
- 60 Penalty Units; and Relegation of one or two leagues\*\*; and 22 Match Suspension for the relevant individual(s).

**MP7A** Entering the Field of Play when not permitted.

- 5 Penalty Units; and 1 Match Suspension for the relevant individual(s).
- 10 Penalty Units; and 2 Match Suspension for the relevant individual(s).

**MP7B (First 'Serious' Offence)**

**MP7B** Entering the Field of Play when not permitted and engaging in Misconduct.

- 10 Penalty Units; and/or • Loss of 3 Points; and 4 Match Suspension for the relevant individual(s).
- 15 Penalty Units and Loss of 6 Points, and 8 Match Suspension for the relevant individual(s).

**MP8** Expulsion from the Technical Area due to Minor Infringements.

- 5 Penalty Units; and 1 Match Suspension for the relevant individual(s).
- 10 Penalty Units, and 2 Match Suspension for the relevant individual(s).

**MP8B (First 'Serious' Offence)**

**MP8B** Expulsion from the Technical Area due to Serious Infringements.

- 10 Penalty Units; and Loss of 3 Points; and 4 Match Suspension for the relevant individual(s).
- 20 Penalty Units; and Loss of 6 Points; and 8 Match Suspension for the relevant individual(s).

**MP9** Abandonment of a fixture due to misconduct.

- Loss of 3 Points; and 6 Match Suspension for the relevant individual(s).
- 10 Penalty Units, and Loss of 6 Points, and 10 Match Suspension for the relevant individual(s).

**MP10** Other Misconduct.

- Such penalty as BFA or the Tribunal shall determine.

## **CLUB PENALTY**

**MP11** Third Serious Offence by a Club's team or teams within a 12 month period as per the operations of **Serious Offence** charges.

- Expulsion of the entire Club or Relevant Team(s); or
- Disqualification of the entire Club or Relevant Team(s); or
- Suspension of the entire Club or Relevant Team(s).

Clubs subjected to expulsion under this clause may apply to rejoin BFA Competitions at the conclusion of the expulsion but for the purposes of any such application will be treated as if it is a new club.

**\*\* Relegation** – where a team is subjected to relegation, the Tribunal shall determine the relegated league, and such penalty shall apply from the commencement of the following season.

If a team subject to **Relegation** is unable to be relegated due to it being a junior team, no promotion or relegation existing within the league or a team's placing in the lowest possible league available, the Tribunal or Appeals Board may consider a point deduction, a denial of promotion opportunities, or any other penalty in place of **Relegation**.

### **Note 1:**

In this part **Relevant Team** has the meaning given to that term in clause 3

### **Note 2:**

BFA is concerned to eliminate as far as possible any Misconduct arising out of all Matches. It is also concerned that Misconduct arising out of junior Matches can take place in the presence of or involves minors directly or indirectly. Therefore where the

Tribunal finds a Club Associate guilty of any Misconduct whatsoever arising out of a junior Match the Tribunal is expected to take into account BFA's concerns in this regard, when determining what if any penalty or sanction is to be imposed in respect of any such Misconduct.

**BAYSIDE FOOTBALL ASSOCIATION (INCORPORATED)(BFA) INC. BY-LAW 11  
SCHEDULE 3 - FORMS**

1. Tribunal Request Form –Imposed Penalty
2. Tribunal Request Form – Red Card Fixed Penalty
3. Mediation Agreement
4. Appeal Form



# TRIBUNAL REQUEST FORM

## BFA IMPOSED PENALTY

DATE: \_\_ / \_\_ / \_\_

**All details below MUST BE completed**

Name of Club:

Name of Club Secretary:

Club Email:

(Official correspondence regarding the Tribunal Request will be sent to your Club via Email)

Charge(s)/Penalties being appealed:

(1) \_\_\_\_\_

(2) \_\_\_\_\_

Fixture: (if applicable)

Fixture/offence date: (as applicable)

**Best Contact Person regarding the Tribunal request:**

Name:

Phone Number:

Position at Club:

### **PAYMENT OF TRIBUNAL REQUEST FEE**

Amount of \$250 must be paid directly to the BFA bank account prior to any appeal being lodged.

# TRIBUNAL REQUEST FORM

## RED CARD FIXED PENALTY

DATE: \_\_ / \_\_ / \_\_

**All details below MUST BE completed**

Name of Club:

Name of Club Secretary:

Club Email:

(Official correspondence regarding the Tribunal Request will be sent to your Club via Email)

Player Name / BFA ID:

Player Phone Number:

Charge: (e.g. R1 – Grade 3)

Suspension: (e.g. Auto + 4)

Fixture: V

Date of Fixture:

**Best Contact Person regarding the Tribunal request:**

Name:

Phone Number:

Position at Club:

### **PAYMENT OF TRIBUNAL REQUEST FEE**

Amount of \$250 must be paid directly to the BFA bank account prior to any appeal being lodged.

**Important:** Please note that while a Club has until Monday following notification of a player's fixed penalty to request a Tribunal hearing it does not mean that the matter will be heard at any subsequent Tribunal hearing; although all efforts will be made as practicable to hear that matter at any subsequent hearing. The Tribunal traditionally sits on Wednesday evenings, and should a Club wait until the last minute to lodge a Tribunal request, the matter may not go before the Tribunal until the following Wednesday week, and that may result in a player missing more than the mandatory automatic one game suspension.

## **MEDIATION AGREEMENT**

Mediator:

Date of Mediation:

Party 1:

Party 2:

Party 3:

Nature of Dispute:

**MEDIATION AGREEMENT**

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.

***We the undersigned parties hereby agree to the above-stated Mediation Agreement. We understand that failure to adhere to the Agreement could result in the matter being referred to the BFA Tribunal, and/or further action being taken at the sole discretion of the BFA.***

Party 1: Name: Signature Club/Position:

Party 2: Name: Signature Club/Position:

Party 3: Name: Signature Club/Position:

**DATE SIGNED BY ALL PARTIES: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_**

# APPEAL FORM

DATE: \_\_ / \_\_ / \_\_

## All details below **MUST BE** completed

Name of Appellant:

Email of the Appellant:

(Correspondence regarding the Appeal will be sent to your Club via Email)

Date of initial hearing:

Parties to dispute:

(e.g. West SC & East SC)

(e.g. John Smith & North SC)

Nature of dispute:

(e.g. Club Misconduct, Player Suspension).

Grounds for Appeal: (Please specify your reasons for Appealing the initial determination).

(Please Note that Grounds for Appeal are located at 10.1 of the GDT By-Law)

## **Best Contact Person regarding the Appeal:**

Name:

Phone Number:

Position at Club:

## **PAYMENT OF TRIBUNAL REQUEST FEE**

Amount of \$250 must be paid directly to the BFA bank account prior to any appeal being lodged.