



BANKSTOWN

FOOTBALL

Competition & Disciplinary Regulations

2023 Summer Football

**Supplementary to BDAFA and the Football NSW Grievance & Disciplinary
Regulations**

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SECTION 1: ORGANISATION AND ADMISSION

1. SCOPE AND APPLICATION

- a) These Regulations apply to Participants in the following competition (**the Competition**) unless stated otherwise:
 - i. BANKSTOWN SUMMER FOOTBALL
- b) Where these Regulations are silent on any particular aspect, then all Clubs, affiliated bodies, and organisations will first have regard to the Constitution, By-Laws, Football Australia rules and regulations and, where applicable, the rules and regulations of the Asian Football Confederation (**AFC**) and FIFA.
- c) If any part of these Regulations is void that part shall be severable and will not affect the enforceability of the remaining sections of these Regulations.
- d) The Competition Administrator will interpret and apply all articles of these Regulations and any such interpretation or application will be final and binding on all parties.

2. REFERENCE

Where these Regulations refer to a “Club” that reference is to a team that is entered into the Competition.

3. CAPITALISED TERMS

Any capitalised terms used in these Regulations will have the meaning given to them in Schedule 3.

4. ALTERATION

The Competition Administrator will have the ability to vary or expand on these Regulations and make additional rules which will be set out in Schedule 2.

5. DISCIPLINARY SANCTIONS AND PROCEEDINGS

All Clubs, Players, Team/Club Officials, Match Officials, Spectators or any person participating in any manner at a Competition Fixture, Match, training or event will submit exclusively to the jurisdiction of the Summer Football Disciplinary Regulations and the Football NSW Grievance and Disciplinary Regulations.

6. UNFORESEEABLE CIRCUMSTANCE

Nothing in these Regulations will prevent Football NSW from approving a course of action to meet unforeseeable circumstances not covered by the Regulations.

7. CONTROL OF COMPETITIONS

The administrative control and conduct of the Competition is vested with the Competition Administrator endorsed by Football NSW.

SECTION 2: TECHNICAL REGULATIONS

1. MATCHES PLAYED IN ACCORDANCE WITH THE LAWS OF THE GAME

All Fixtures will be played in compliance with the Regulations in force at the time and in accordance with Football Australia and Football NSW By-Laws, regulations, codes and directives, and under the FIFA Laws of the Game where applicable.

2. RECOMMENDED AGE GRADES

The Competition Administrator may determine the age groups for which it will conduct competitions but competitions below the U6 age group are not permitted under any circumstances. For the avoidance of doubt, players who do not turn 5 or older in 2023 are not permitted to participate in Summer Football competitions.

3. MATCH FORMAT

- a) The Competition Administrator may determine which of the following formats it wishes to deliver its competition in:
 - 5 v 5;
 - 6 v 6; or
 - 7 v 7.
- b) The exception to rule 3(a) above will be if a participation opportunity is offered to U6 and U7 players, for which a 4 v 4 format must be applied in compliance with Football Australia MiniRoos Playing Format and Rules.
- c) With the exception of the 4 v 4 format, in which there is no goalkeeper, the total numbers indicated above are inclusive of the goalkeeper.
- d) For age groups U6 and U7, the Competition Administrator must apply the principles of Football Australia MiniRoos Playing Format and Rules, including:
 - 4 v 4 format;
 - no competition tables or points; and
 - no finals series.
- e) for the U11 age group, Football NSW will consider applications from the Competition Administrator seeking to conduct a finals series as preparation for the upcoming winter football season as a step from MiniRoos to 11-a-side football; and
 - the Competition Administrator may apply smaller team numbers than those contained in the Football Australia MiniRoos Playing Format and Rules, i.e. 5 v 5, 6 v 6 or 7 v 7.
- d) For age groups U12 and upwards, the Competition Administrator may conduct competitions with competition tables and/or points and with a finals series.

4. DURATION OF MATCH

- a) Match duration will be at the discretion of the Competition Administrator. This flexibility is provided given different constraints at various venues, including numbers of teams, age grades, players per team, and length of venue hire.
- b) The following table details Football NSW's preferred Match durations:

Age Grade	Match Duration
U6 and U7	Two 20-minute halves
U8 – U11	Two 20-minute halves
U12 – U16	Two 20-minute halves
U17 and older	Two 20-minute halves

5. ADDED TIME

It will be at the discretion of the Competition Administrator if added time is played.

6. EXTRA TIME

It will be at the discretion of the Competition Administrator if extra time is played during the Championship of the Competition.

7. DETERMINING THE WINNER BY PENALTY KICKS

- a) If the result of a Match in the Championship is a draw (including after extra time where applicable) alternate kicks from the penalty mark will be taken to determine the winner, consistent with the principles described in the FIFA Laws of the Game.
- b) If the taking of kicks from the penalty mark cannot be completed because of weather conditions or for other reasons beyond the control and not the direct result of actions by either Team, the result will be decided by the drawing of lots by the Match Official in the presence of the two (2) Team captains.
- c) If, through the fault of a Team / Club (as determined by the Competition Administrator, in its absolute discretion), the taking of kicks from the penalty mark cannot be completed, the Match will be deemed forfeited against that Team / Club.
- d) If, through the fault of both Teams / Clubs (as determined by the Competition Administrator, in its absolute discretion), the taking of kicks from the penalty mark cannot be completed, the Match will not be replayed and no match result will be applied.
- e) A determination made by the Competition Administrator under Rule 7(b), (c) or (d) is final and not subject to any challenge, appeal or review.

8. FOOTBALLS

- a) The Competition Administrator is responsible for either providing the match balls or communicating to the Clubs that they are required to provide the match balls.
 - b) The following recommended ball sizes are applicable to the different age grades:

Grade	Size
U14 and older	5
U10 to U13 inclusive	4

U9 and under	3
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9. PREMIERSHIP RANKING

The following process applies when determining the ranking of Teams within each grade of Competition:

- a) Greater number of points obtained in all Premiership Matches.
- b) If two (2) or more Teams are equal on the basis of the above criteria, their place will be determined as follows:
 - i. Greater goal difference resulting from all Premiership Matches;
 - ii. Greater goals scored from all Premiership Matches;
 - iii. Greater number of points obtained in Premiership Matches between the Teams concerned (head-to-head); and
 - iv. Greater number of goals scored in Premiership Matches between the Teams concerned (head-to-head).

10. COMPETITION POINTS

Points will be allocated as follows for all Premiership Matches:

- a) Win - 3 points;
- b) Draw - 1 point each Team;
- c) Bye - No points;
- d) Loss - No points; or
- e) Forfeit - 3 points to the Team receiving the forfeit.

11. COMPETITION SYSTEM

The Competition Administrator may conduct a Premiership or Premiership and Championship which will include:

- a) A Premiership consisting of a league format as approved by the Competition Administrator; and, if applicable,
- b) A Championship consisting of knockout Matches in a format approved by the Competitions Administrator.

12. TECHNICAL RULES FOR THE CHAMPIONSHIP

- a) All Championship Matches (where applicable) will be played in accordance with the knockout system, single match.
- b) Teams will play a single match and the Team having scored most goals in the Match will win the Match.
- c) If extra time or penalty kicks are required to determine the winner of a Championship Match, they will be conducted as per these Regulations.

13. CLASH OF COLOURS

Resolving a clash of colours will be at the direction of the Competition Administrator.

14. INTERCHANGE

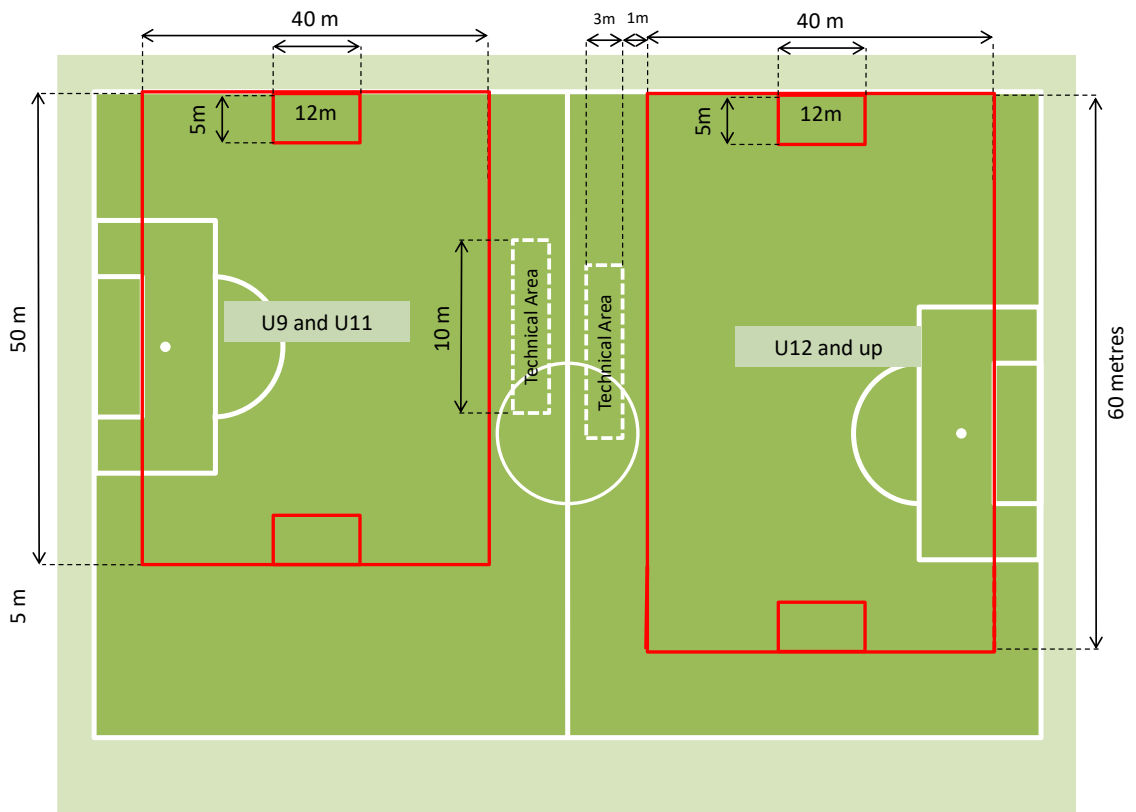
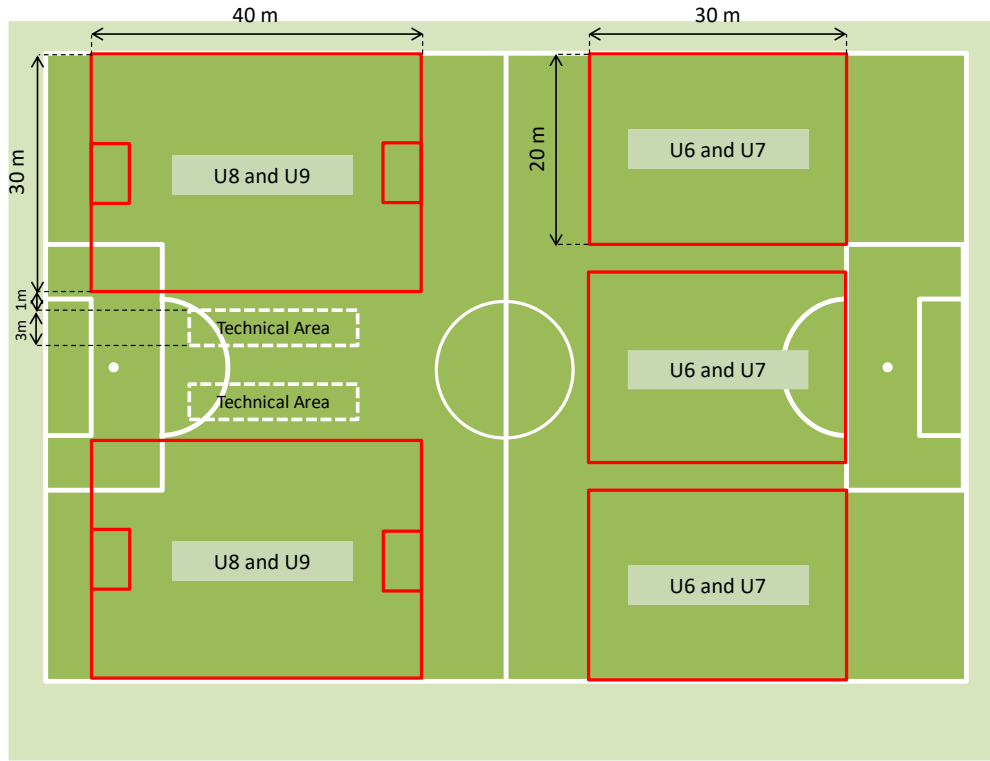
- a) For all Competitions, unlimited interchange applies.
- b) The following is the procedure and rules for the unlimited interchange of Players:
 - i. The “Interchange zone” will be an area one (1) metre either side of the half-way line.
 - ii. An interchange is one which is made when the ball is out of play, and for which the following conditions will be observed:
 - a. the Player leaving the field will do so from the touch line, crossing over at the Interchange zone”; and
 - b. the Player entering the field will also do so from the Interchange zone, but not until the Player leaving the field has passed completely over the touch line.
 - iii. If penalty kicks are required to obtain a result, any Player that participated in the Match is able to participate in the taking of penalties.
- c) Substitutes and interchange Players cannot be used to replace any Player who has been dismissed from the Match by the Match Official.

15. PREFERRED FIELD DIMENSIONS

- a) The following table details Football NSW’s preferred pitch dimensions and goal sizes:

Category	U6 & U7 (4v4)	U8 & U9	U10 & U11	U12 and up
Field size	Length: 30m Width: 20m	Length: 40m Width: 30m	Length: 50m Width: 40m	Length: 60m Width: 40m
Field markings	Markers or lines markings or combination	Markers or lines markings or combination	Markers or lines markings or combination	Markers or lines markings or combination
Penalty area	Not required	Depth: 5m Width: 12m	Depth: 5m Width: 12m	Depth: 5m Width: 12m
Goal size	Height: 1m Width: 2m	Height: 2m Width: 3m	Height: 2m Width: 5m	Height: 2m Width: 5m
Goal type	Pop-up goals	Portable goals	Portable goals	Portable goals

b) The following is the preferred field orientation for each age group:



16. CLUBS REMOVED OR WITHDRAWN FROM COMPETITIONS

In the event of any Team withdrawing or being removed from the Competition, all Matches against that Team will be treated as a bye or forfeit.

17. RESTARTS (GOALS KICKS, THROW-INS OR KICK-INS)

- a) The Competition Administrator may either apply throw-ins or kick-ins as the approved method of restarts should the ball leave the Field of Play across a touch line.
- b) The Competition Administrator may require the goalkeeper to either throw the ball into play or kick the ball into play to restart the match after a “goal kick” is awarded by the Match Official.

18. MATCH SCHEDULE AND KICK-OFF TIMES

Match scheduling will be flexible and rests with the Competition Administrator.

19. WET WEATHER AFFECTED FIXTURES

In all instances where rain preceding a Match raises doubt as to the possibility of play taking place, the Competition Administrator will establish a process by which Clubs are informed of the status of that day’s Matches. This may include the responsibility being passed to the Clubs to check a wet weather phone line or website notification.

20. ABANDONED MATCHES

- a) When a Match is abandoned for any reason for which neither Club is responsible, the Match may be replayed at the discretion of the Competition Administrator.
- b) Should a Club, its Players, Officials, or Spectators be found to have caused the abandonment of the Match, the Match will be forfeited by that Club to the opposition.
- c) Should both Clubs, their Players, Officials, or Spectators be found to have caused the abandonment of the Match, the Match will not be replayed and no match result will be applied.
- d) A decision in relation to the responsibility for causing an abandonment under this Rule 20 is to be made by the Competition Administrator in its absolute discretion and that decision is final and not subject to any challenge, appeal or review.

21. FORFEITS

- a) Teams will be deemed to have forfeited a Match when:
 - i. they fail to fulfill an engagement to play a Match on the appointed date, time or venue;
or
 - ii. they refuse or fail to begin a Match within ten (10) minutes of the stipulated kick-off time;
or
 - iii. they field fewer than the required players as communicated by the Competition Administrator; or
 - iv. they field an ineligible Player; or

- v. any other scenario within these Regulations or the Grievance and Disciplinary Regulations that stipulates a forfeit of the Match.
- b) In the event of any Team forfeiting its Match, full points allocated for the Match will be forfeited to the opposing Team (**Opposing Team**) and the goals will be recorded as three (3) goals scored by the Opposing Team and 0 goals by the Team who has forfeited, unless the Opposing Team won by more than 3 goals, in which case the result on the pitch will be upheld.

22. PROTESTS

- a) Protests must be lodged and received by the Competition Administrator no later than two (2) hours after the Match was played.
- b) The Competition Administrator will only consider protests for obvious breaches of the Laws of the Game that clearly had a material effect on the outcome of the Match.
- c) No protests as to the result of a Match will be considered in relation to disciplinary decisions of the Match Officials or decisions of facts relating to play.
- d) Protests must be accompanied by a \$50 administration fee in order to be considered. The administration fee must be lodged together with the written protest.
- e) The Competition Administrator may, in its absolute discretion, refund the administration fee if the protest is upheld.
- f) A decision by the Competition Administrator in relation to a protest is final and not subject to any challenge, appeal or review.

SECTION 3: ELIGIBILITY

1. AGE ELIGIBILITY

Eligibility to age grades will be determined by the age in which the player turns in 2023. For example, a player turning 12 at any time during 2023 is eligible for the U12 age grade.

2. ELIGIBILITY AND INELIGIBILITY OF PLAYERS GENERAL

- a) Eligible Players: An eligible Player is one that meets all registration requirements within these Regulations and is not ineligible according to any article of these Regulations.
- b) Ineligible Players: Ineligible Players include:
 - i. unregistered Players;
 - ii. suspended Players;
 - iii. a Player who is required to stand down for receiving the required number of cautions; and
 - iv. a Player that is deemed ineligible due to any article of these Regulations, the Summer Football Grievance and Disciplinary Regulations or the Football NSW Grievance and Disciplinary Regulations.
- c) Any Team that fields an ineligible Player will automatically lose that Match on forfeit.
- d) Additionally, the Club, its Official/s and the Player may be further sanctioned in accordance with the Summer Football Grievance and Disciplinary Regulations or the Football NSW Grievance and Disciplinary Regulations.

- e) For clarity, it is the Club's absolute responsibility to ensure that they field eligible players in any Match.

SECTION 4: REGISTRATION

1. PLAYER STATUS

- a) All Players registered to the Competition must be amateurs.
- b) Clubs are required to record the status of each Player on Dribl by having the Player self-register.
- c) Players are permitted to play for any number of Clubs in Summer Football competitions affiliated with Football NSW, but not for multiple Clubs within the one division of any Competition.

2. PROCESS FOR THE REGISTRATION OF AN AMATEUR

- a) All Players must be registered via the Dribl system. The registration of an amateur Player with a Club is effective from the date the individual is made active by the Club on Dribl.
- b) The registration must be effected through:
 - i. the player self-registering via Dribl and the Club accepting the Player's registration; and
 - ii. if a Player is registering for the first time, that Player must provide the Competition Administrator with evidence of name and age, by producing an original birth certificate, passport or drivers licence.

3. SUBMISSION OF REGISTRATIONS

All registrations must be submitted via Dribl and a head and shoulders photo is to be uploaded into the Player profile within the communicated registration period.

4. REGISTRATION PERIODS

The Competition Administrator will communicate the Competition registration period.

5. PLAYER DEREGISTRATION

- a) A Player may be de-registered by applying to de-register via Dribl, which will notify the Club and the Competition Administrator of the Player's intention to deregister.
- b) If a Club no longer wants a Player to play for the Club, that Club needs to apply to deregister that Player via Dribl, which will notify the Player and the Competition Administrator and Football NSW of the Club's intention to deregister the Player.
- c) The deregistration is effective:
 - i. When the other party (i.e. Club or Player as the case may be) has confirmed the notification or cancellation; or
 - ii. Players: seven (7) days from the date the Player requested the deregistration via Dribl unless a grievance has been initiated with the Competition Administrator

- d) Any disputes relating to Player deregistration will be settled in accordance with the Football Australia National Grievance Resolution Regulations and the Football NSW Grievance and Disciplinary Regulations.

6. MAXIMUM PLAYER ROSTERS

The Competition Administrator will communicate maximum team roster if applicable.

SECTION 5: TEAM SHEETS, REPORTING AND MATCH OFFICIALS

1. MATCH OFFICIAL APPOINTMENTS

The appointment of all Match Officials will be made by the Competition Administrator in consultation with the Referee Branch or Association providing the Match Officials.

2. MATCH OFFICIAL POWERS, DUTIES AND OBLIGATIONS

- a) The Match Officials are charged with all duties, responsibilities and obligations as contained within the FIFA Laws of the Game.
- b) Unless otherwise stated, the Match Official will be the sole arbiter as to whether a game will proceed, having regard to the condition of the ground, the weather at the time of inspection, and the projected weather forecast.
- c) If the Match Official finds it necessary to stop play for whatever reason, he / she should wait a reasonable time before deciding to abandon the Match.
- d) The Match Officials may abandon, postpone, or forfeit a Match in accordance with any relevant articles of these Regulations.
- e) In addition, the Match Officials are required to, immediately after the conclusion of each Match, forward to the Competition Administrator send-off reports and any incident reports.

3. WELFARE OF THE MATCH OFFICIALS

The Competition Administrator will be responsible for the welfare of the Match Officials, from the time they arrive at the venue, until the time they depart the venue.

4. NON-ATTENDANCE OF MATCH OFFICIALS

Should an official referee not be appointed, or be appointed and not attend, it is the Competition Administrator's responsibility to determine who will officiate the Match. This may be a volunteer, employee or Club representative, or combination of any of the above throughout the Match.

5. TEAM SHEETS

- a) The Competition Administrators is required to prepare team sheets for each Match. These can be either via the Dribl online platform or hard copy.
- b) The numbers on the back of the Player's jerseys will correspond to the numbers on the team sheet handed to the Match Official before the commencement of a Match.
- c) When a Match is forfeited, the team sheet will be endorsed accordingly by the Match Official.

- d) A Team/Club Official from both the home and away Club is to sign the team sheet at the completion of the Match to confirm the information is correct.
- e) Unless otherwise stated in the Summer Football Grievance and Disciplinary Regulations, or in these Regulations, a Player listed on the team sheet will be deemed to have participated in the Match.
- f) The home Club Team appears first on the team sheet (left side).

6. MATCH RESULT REPORTING

The Competitions Administrator will upload the scores of each match to the Competition website.

7. EXPULSION AND CAUTION REPORTING

Expulsion and caution reporting is as per the Summer Football Grievance and Disciplinary Regulations.

SCHEDULE 1: ADDITIONAL RULES – COMPETITION SPECIFIC

1. SCOPE AND APPLICATION

- a) These additional regulations expand on the Regulations presented above.
- b) These additional regulations are specific to the following Competition only:
 - i. BDAFA Summer Football

2. AGE GRADES

Grade 6/7 Mixed and Girls, G 8/9 Mixed and Girls, G10/11 Mixed and Girls, 12,13,14,15/16 & AAM

3. MATCH FORMAT

Grade 6/7 4v4, G8/9 up 7v7

4. DURATION OF MATCH

As Above 4b

5. ADDED TIME

Nil

6. EXTRA TIME

In Finals Series – 10 Minutes - 5 Minutes halves

7. FOOTBALLS

As Above

8. COMPETITION SYSTEM

Dribl. – Team list is to be entered on this system

9. CLASH OF COLOURS

AS ABOVE

10. SARTS (GOALS KICKS, THROW-INS OR KICK-INS)

If the ball goes over the sideline, the ball shall be kicked in. Goal kicks shall be taken at the edge of the designated Goal Area. Corner Kicks shall be taken at the corner of the Goal Line and Side Line. At a Goal kick, the ball CANNOT be kicked into play ON THE FULL beyond half-way. An indirect Free kick shall be awarded to the opposing team for each infringement. A Goal cannot be score directly from a kick in.

11. REGISTRATION PERIODS

1/08/2023 - 26/10/2023

12. MAXIMUM PLAYER ROSTERS

GRADE 6/7' = 7 All other competitions are 10.

13. OTHER COMPETITION SPECIFIC REGULATIONS

Grade 10/11 up to AAM – Will have a finals series. Grade 10/11 up to Grade 15/16's Final Series will be the top 4 teams at the competition to be played on the same evening. All Age Men's final Series will take the top four from each Division. SF 1 - 1st Place Green vs 4th Place Yellow. SF2 1st Place Yellow vs 4th Place Green. SF 3 - 2nd Place Green vs 3rd Place Yellow. SF 4 - 2nd Place Yellow vs 3rd Place Green. The Winner of SF 1 will play Winner of SF 4. Winner of SF2 vs Winner of SF 3. The Winner of the MF will progress to the GF.

SCHEDULE 2: DEFINITIONS

“By-Laws” means the by-laws of Football NSW as amended from time to time.

“Championship” means the final series conducted at the completion of the Premiership in accordance with the Regulations.

“Club” means any entity, team or group of individuals registered with Football Australia and/or Football NSW or admitted to participate in the Competition.

“Club Official” means any person involved with the administration, management or organisation of a Club (whether paid, unpaid or honorary), including employees, contractors, directors, representatives and volunteers.

“Competition” mean the relevant organised Summer Football matches delivered by the Competition Administrator.

“Competition Administrator” means the entity endorsed by Football NSW to administer and conduct the Competition, including enforcement of its rules and regulations, and/or its delegate.

“Constitution” means the constitution of Football NSW as amended from time to time.

“Football Australia” means Football Federation Australia Limited, the governing body for football (soccer) in Australia.

“Field of Play” or **“playing area”** means the field of play and any perimeter area between the line markings of the pitch and the spectator area.

“FIFA” means Federation Internationale de Football Association, its successor or assignee.

“Fixture” means a meeting of two (2) Clubs as scheduled in all grades applicable.

“Football NSW” means Football NSW Limited ACN 003 215 923 which is the governing body for football (including Futsal) in the State.

“Home Club” means the Club playing the Match at its home ground and/or appearing first on the fixture list in the event a Match is conducted at a neutral venue.

“Laws of the Game” means the official laws of the game of football and futsal as promulgated by FIFA.

“Match” means any match played in the Competition, a Football NSW Competition, Cup, Premiership, other event or tournament under Football NSW’s control.

“Match Official” means a referee, assistant referee, fourth official, match commissioner, any person in charge of safety or any other person appointed by Football Australia, Football NSW, a Referee’s Body, a Centre, an Association Member, a Club, or the Competition Administrator to assume responsibility in connection with a Match but does not include a Team Official or Club Official.

“Official” means a Club Official, Match Official or Team Official.

“Participant” means a Player, Official or Spectator.

“Player” means any person who participates in a Match (irrespective of whether he or she is registered with Football Australia, junior or senior or an amateur or professional).

“Premiership” means the round robin Matches (both home and away) that a Team competes in during a Season in accordance with these Regulations.

“Regulations” means these Regulations.

“Season” means from the commencement of the Competition to the conclusion of the Competition unless otherwise directed by the Competition Administrator.

“Spectator” means a person who attends a Match.

“State” means the state of New South Wales with the exception of the northern regions of NSW which are identified by Football Australia as “Northern NSW”.

“Summer Football Grievance and Disciplinary Regulations” means the Grievance and Disciplinary Regulations of the Competition as endorsed by Football NSW.

“Suspensions” means the suspensions issued by a Body pursuant to these Regulations or the Summer Football Disciplinary Regulations.

“Team” means an any team registered with Football Australia and/or Football NSW or any team admitted by the Competition Administrator to participate in the Competition.

“Team Official” means any person involved with the management, preparation or participation of a Team (whether paid or unpaid), including the coaches, managers, medical staff, other support staff or any other person acting for or on behalf of a Team.

D. GRIEVANCE AND DISCIPLINARY REGULATIONS

D1.

Objectives

The objectives of these Regulations is (a) to ensure that the game of football is played in accordance with the Laws of the Game; (b) to ensure that the game of football is played competitively and fairly in accordance with the principles of true sportsmanship; (c) to provide an independent, fair, and effective system that sets out procedure for the administration and determination of all Grievances and incidents, and all disciplinary, and conduct matters involving Participants; (d) to ensure consistency and transparency of approach are evident and present in all aspects of handling Grievances and incidents and all disciplinary matters under these Regulations.

D2.

Jurisdiction

These Regulations will apply exclusively to facilitate the timely and fair resolution of incidents, disciplinary matters, appeals, disputes, correction of errors, and conduct of matters relating to BDAFA as well as Grievances between Participants and any matters the Judiciary and/or Board and/or the Office believe need to be addressed in the interests of football.

BDAFA may deal with matters not otherwise mentioned in these Regulations.

Each Participant and Club supporter will submit exclusively to the jurisdiction of these Regulations and agrees that unless it has exhausted the procedures set out in these Regulations, it will not attempt to resolve any incident, disciplinary, dispute, conduct or Grievance matters by recourse to Football NSW or a court of law.

BDAFA reserves the right to deal with any Participant in respect of any offences, Complaints, or concerns, and other matters not specifically provided for in these Regulations, including, but not limited to, taking steps, at BDAFA's absolute discretion, to ensure safety as far as reasonably practicable.

These Regulations: (a) continue to apply to a Participant even after that Participant's association, registration, employment, or engagement has ended, if that Participant breached these Regulations while they were a Participant; (b) Apply to a Participant at the time of that Participant's subsequent association, registration, employment, or engagement in relation to conduct that occurs between the two periods of association, registration, employment, or engagement; (c) Apply to a person who is not registered but who at the time of the conduct was required to be registered to participate in the relevant activity in which the conduct occurred.

Schedule D3 ("the Matrix") contained in these regulations provides the framework under which sanctions, penalties and Suspensions are calculated by the Board, DC, GPT and AT or other panel.

D3.

Correspondence, Prescribed Notices And Match Official Reports

D3.1

Correspondence and Specified Forms

All correspondence in relation to any matter under these Regulations must be made electronically and directed to the email addresses set out in **Schedule D2**.

D3.2

Match Official Reports

All Match Officials involved in or witnessing an incident or send-off must send a report using *DRIBL* to the Judiciary within **two days** (for clarity, this is **not Business Days**) of the relevant Match setting out the following. In *DRIBL* these are:

- *Send Off Report* [as regards Players]
- *Expulsion Reports* [as regards send-offs of RTOs]
- *Match Report* for general issues around a Match
- *Incident Report* for conduct likely to be referred to the DC or GPT
- *Field Report* as to the condition of the field including goalposts, flags, ropes, Spectator lines [not managed as part of Judiciary]
- *Injury Report* [not managed as part of Judiciary]

Yellow Cards are recorded on the *Match Sheet* in *DRIBL*.

Match Official Reports may use an email to Judiciary where *DRIBL* will not provide sufficient space for the report to be fully recorded. In such cases, the report should in *DRIBL* should state a brief version of the report and mention “Please refer to my separate email” or similar.

Failure to comply with the requirement set out in **Regulation D3.2 b)** may result in the Match Official being fined and/or demoted and/or suspended for **one or more Fixtures**, in the absolute discretion of the Office.

Match Official Incident Reports should include details concerning any Spectator behaviour.

For the avoidance of doubt, facts contained in Match Official Reports are presumed to be true and accurate.

As regards their reports, Match Officials must:

- ✓ Complete their reports independent of any other Match Official and not collude.
- ✓ As far as reasonably possible, clearly state what they saw and/or heard in relation to the incident(s) and clearly distinguish that from what others told them occurred.
- ✓ Report, as near as reasonably possible, the words spoken and their context.

- ✓ As far as reasonably possible, state how they identified the Participant.

Upon request from the Club(s) involved, a copy of a Match Official Incident Report which has resulted in a matter being referred to the DC or GPT will be provided by them to each relevant Participant or Club who has been identified in a Match Official Incident Report and is the subject of such referral.

The Office may ask a club to identify a Participant not identified in a Match Official Report and/or provide any information regarding an incident within One Business Day. Any Club that fails to do so may be deemed to have committed Misconduct and may be dealt with by the Office.

D3.3

Abandoned Matches other than for weather/injury reasons

Reports are to be submitted by Match Officials via *DRIBL* and via email by RTOs, Ground Marshals and both Clubs by Close of Business on the next Business Day after the abandonment or as otherwise directed by the Judiciary or Office.

D4.

Authority To Establish Committees And Tribunals

These Regulations confirm the establishment of the Disciplinary Committee (“**DC**”), the General Purposes Tribunal (“**GPT**”) and the Appeals Tribunal (“**AT**”). The Judiciary consists of the DC and GPT. The AT is independent of the Judiciary.

D5.

Membership of the DC, GPT and AT

D5.1

Membership and Composition of the Judiciary and Appeals Tribunal

The Board will appoint a Judiciary Chair and an Appeals Tribunal Chair. Those Chairs will appoint their Deputy Chair. The Chairs may appoint members to sit on their Tribunal as required from the ranks of the pool of panelists authorised by the Board.

The Office and the Judiciary Chair will function as the DC. The Office or its staff may not be members of the GPT or AT.

Tribunals comprise a minimum of **three** and maximum of **five** Tribunal members (including the Chair and/or Deputy Chair) to make Determinations under **Regulations D8 (GPT) and D9 (AT)**.

D5.2

Qualification of DC, GPT and AT Members

Competition Regulations – 2023 Summer Football

Each member will have the ability to exercise independent judgment and the requisite knowledge and/or experience of football, FA and/or FNSW Rules and Regulations, BDAFA Constitution and Regulations and/or other Association Rules and Regulations.

Except where the Chair otherwise determines, a person will not sit as a member of the DC, GPT or AT if that person has been in the previous **twelve months** or is currently:

- An “active” Member or “active” Life Member of a Club involved in the cases before the DC, GPT or AT. For clarity Members are “active” if they are a Participant in a Team or Club including as a member of the Club’s committee, an RTO or Club referee.
- a person who has given or will give evidence in the case.
- A person who was present at a ground when and where the incident or send-off occurred.

D5.3

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Term

Tribunal members will be appointed as required for each case before the GPT or AT the discretion of the Tribunal’s Chair or, in the Chair’s absence, the Deputy Chair.

D5.4

The Board may instruct the Chair, Deputy Chair, or a Tribunal member to step down or aside from a matter before the DC, GPT or AT.

D5.5

Code of Conduct for DC, GPT and AT Panel Members

Panel Members of the DC, GPT or AT agree to be bound by and to comply with the BDAFA’s Code of Conduct and to these Regulations.

Members traits should include compassion, empathy, and respect for the essential dignity of all persons; courtesy; patience; moral courage and high ethics; a reputation for honesty, integrity, and fairness; strong, dignified, and with inter-personal skills that command authority. The arbiter of these traits is the Board.

D6.

Grievances after Mediation

Clause 28 of the BDAFA Constitution in part applies to disputes **between a Member Club or its Participating Members and another Member Club or its Participating Members** and allows the Association to make Regulations in addition to the Constitution.

The parties must endeavour to reach a resolution by:

Exchanged correspondence: sending a Complaint or Claim to the other party, who will respond.
Mediation as below if no resolution arose from a)
attending a GPT if no resolution arose from b)

Grievances may be lodged by making a written submission to the Judiciary.

The Judiciary may reject such a submission on the basis that it is vexatious.

D6.1

Exchanged correspondence.

A Member making a Claim (the **Claimant**), or a Complaint (the **Complainant**) must write to the other Member involved in the subject matter of the Grievance (the **Respondent**) with details of the Claim or Complaint. The Respondent has at least **seven Business Days** to respond. Both the Claim or Complaint and the response must copy in the Office.

Mediation

In relation to a Grievance between Members, the Members must attend a meeting with a representative of the Association (“the Mediator”) for the purpose of attempting to reach agreement for the resolution of the Grievance.

The Office will appoint a Mediator. If there is a resolution out of a) above, the Mediator will confirm the matter is finalised. If not, the matter will go to mediation.

The Mediator may reject a Grievance on the basis that it is vexatious.

The mediation will be completed within fourteen Days of the submission of a Grievance Notice.

Unless otherwise determined by the Judiciary, any costs involved in the mediation, will be borne equally by the parties to the Grievance.

The mediation will be conducted on a without prejudice basis and the mediator will have no power to impose any sanction on any of the parties.

The Mediator may terminate a mediation at any time if they determine, in their absolute discretion, that the mediation is unlikely to produce an agreement and must then refer the Grievance to the GPT for determination.

If the parties to a Grievance reach agreement in relation to a Grievance during the Mediation process, the parties must execute a mediation agreement. Such parties will have no right of appeal and will not be able to lodge a Grievance or bring any Claim in relation to the subject matter of the original Grievance prior to and after the mediation agreement being executed.

Any failure by a Member to attend mediation convened in accordance with this section when reasonably requested by BDAFA to do so and without reasonable excuse will amount to Misconduct. The Judiciary may refer such matters to the GPT for their Determination.

D6.2

If a resolution is not reached by mediation, the Judiciary will refer the Grievance to the GPT. Grievances will be considered by the GPT. Determinations of the GPT as regards Grievances may not be appealed.

Unless otherwise determined by the GPT, any costs involved in the mediation, will be borne equally by the parties to the Grievance.

D7.

Disciplinary Committee “DC”

D7.1

Jurisdiction

The role and function of the DC will be performed by the BDAFA Office.

The DC has jurisdiction to issue Suspensions as per **Regulation D7.2** and/or rectify a disciplinary decision made by a Match Official in the form of a Challenge for Mistaken Identity per **Regulation D7.3** or a Challenging a Notice of Suspension for Exceptional Circumstances per **Regulation D7.4**.

The DC will only have jurisdiction to issue a Suspension that is **no longer than one calendar year**. A Suspension that is **more than one calendar year** may only be issued by a Tribunal.

D7.2

Processes of the Disciplinary Committee

By the next **Business Day** of the relevant Match, the Office will refer any Match Official Report to the DC for consideration and the issue of any Suspension.

The DC must issue Suspensions based on Match Official Reports and apply the Table of Offences as per the Schedule D3.

The DC has no power to remove a red card that a Match Official has issued. A red card cannot be expunged except in the case of mistaken identity.

The DC must take into consideration a Participant’s disciplinary history when determining a Suspension.

The DC must set out any Suspension in a Notice of Suspension which will be issued by the Office to a Participant’s Club as soon as is practicable, namely within **one Business Day** of receipt from the DC and no more than six Business Days of the relevant Match if that is practically possible.

In any Notice of Suspension, the DC may determine, in its absolute discretion, if a Suspension applies to all or some Football Activity or Match Day Activity.

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The DC, in its absolute discretion, may refer any matter to the GPT if the matter is complex and/or requires consideration of a Tribunal.

The Mandatory one match suspension (“MMS”) applies to all recipients of red cards.

A player or RTO who is the subject of a Send-Off Report or Expulsion Report provided to the DC may not participate until a Determination is made by the DC unless permission to participate is granted by the DC or Judiciary Chair.

TIMELINE: The Office and Judiciary will endeavour to perform tasks in the below timeline.

Day 1 (Saturday and/or Sunday): player is sent off.

Day 2 (Monday): The Office checks and drafts Notices of Suspension based on the Schedule/Matrix and, also checks for any advice from a club that there was mistaken identity involved in the send-off.

Day 3 (Tuesday): Judiciary Chair approves Notices of Suspension.

Day 4 (Wednesday): Notices of Suspension issued.

Day 5 (Thursday): by 4pm, club challenges on Mistaken identity or on decision made by the DC regarding Exceptional Circumstances.

Day 6 (Friday): the Office and Judiciary Chair review Challenges and advise Club of outcome and/or issue a revised Notice of Suspension or other Notice.

For midweek fixtures, the process will be based on the Days as above.

The Minimum Match Suspension applies.

D7.3

Challenging a decision made by the DC based on Mistaken Identity in a Match Official Send Off or Incident Report

- a) If a Participant claims that he or she was mistakenly identified in a Match Official the Participant’s Club must notify the DC by submitting either:
- b) An email notification for Mistaken Identity in a Match Official Report to the Judiciary within **forty-eight hours** of the completion of the Match; or
- c) an email notification for Mistaken Identity in a Match Official Incident Report by email to Judiciary by 5pm the next Business Day following receipt of a DC Notice of Suspension.
- d) If the DC does not receive a detailed notification by the time specified in **Regulation D7.3(b)**, the Participant is deemed to have been responsible for the Offence.
- e) The details of the submission must include a signed written statement by the Participant who was reported in a Match Official Report that they were not responsible for the Offence and identifying to the best of their knowledge the name of the Participant responsible AND a signed written statement by the Participant who was responsible for the Offence OR from the Club identifying to the best of its knowledge the name of the Participant who was responsible AND any other evidence which may support the claim for mistaken identity.

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- f) After considering the evidence, the DC will decide whether the claim for mistaken identity should be rejected or upheld.
- g) If the DC rejects a claim for mistaken identity, it will consider the matter based on the Match Official Report provided.
- h) If the DC considers that a rejected claim for mistaken identity had no prospect of success and amounted to an abuse of process, it will refer the matter to the Chair of the Judiciary who may charge the Participant and/or the Club for Misconduct.-
- i) If the DC upholds the mistaken identity claim, a Notice of Suspension will be issued to the appropriate identified Participant, who will serve the Suspension immediately.
- j) The decision made by the DC will be conveyed to the Participant and/or the Club via email.
- k) A fee may be charged for this challenge.
- l) The challenge of a DC decision may not be appealed to the Appeals
- m) A challenge under this Regulation may be considered by the Judiciary as being in contempt of BDAFA if it had no prospects of success, or if the Participant knew or ought reasonably to have suspected it to be untrue or was intended to deliberately mislead the Judiciary or amounted to an abuse of process.

D7.4

Challenging a Notice of Suspension on the basis of Exceptional Circumstances.

The Club of a Participant who has received a Notice of Suspension in respect of a Red Card Offence may challenge the Suspension on the basis of Exceptional Circumstances. This does not apply to send-offs for Denying a Goal or Goal Scoring Opportunity or for receiving **two cards** or **three cards including TDs** in a Match or where the minimum suspension has been applied.

“Exceptional Circumstances” are defined in **E3 Definitions**.

- a) A challenge under this Regulation is to be handled by a member of the Office that was not involved in the initial DC Determination or other person/s appointed by the General Manager or Judiciary Chair. Such a person will be known generically for this **Regulation D7.4** as the “DC”.
- b) The DC member considering the challenge may, at their absolute discretion, request additional information from the Office or the Participant prior to making a decision.
- c) The Judiciary may charge a fee for managing a challenge and such challenge may be conditional upon the fee being paid in advance.
- d) To submit a challenge the Club must advise the Judiciary in writing **by 5pm on the next Business Day following a DC Notice of Suspension being issued**. Evidence, including written, video, or digital material, may be lodged to support the challenge. Participants should note that the time limit set out above is strict.

- e) The DC member managing the challenge will determine if the challenge was correctly lodged by considering if the following criteria were met: (i) there were circumstances preventing lodgement in a timely manner (ii) there is sufficient evidence to proceed with the challenge; (iii) the application fee, if any, has been paid.
- f) If the challenge is not correctly lodged, the Participant will be deemed to have accepted the Suspension.
- g) A Red Card may not be removed, or a minimum Suspension reduced but **the DC member** considering the challenge may:
- make a finding that the Offence has not been proven, in which case any Suspension imposed may be removed, or
 - make a finding that the Offence has been proven, in which case the Suspension may be increased or decreased but not below the applicable Minimum Suspension and/or impose any additional sanctions on the Player, or
 - 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 applicable Minimum Suspension (at least) must be applied and; it any additional sanction(s) may be imposed.-
- h) When determining a challenge, the DC member considering the challenge may consider:
- the nature and severity of the Offence, including whether it was intentional, negligent, or reckless,
 - the Player's past record and whether this is a repeated Offence,
 - the remorse of the Player,
 - any extenuating circumstances relevant to the commission of the Offence.
- i) After considering the evidence, the DC member will decide whether the challenge is to be rejected or is successful.
- j) The DC Member must notify the Judiciary of its decision within **three Business Days** following referral from the Judiciary as regards Exceptional Circumstances.
- k) Upon receipt of the DC Member's decision, the Judiciary must within **three Business Days**, notify in writing or via email the Participant's Club and, if applicable, set out and issue to the Participant's Club, the revised Suspension in a Notice of Suspension. That Club must, as soon as is practicable, advise the Participant of the decision and, if applicable, provide the Participant with a copy of the Notice of Suspension. Failure by the Club to do so is deemed to be a breach of these Regulations.
- l) A fee may be charged for this challenge.
- m) The challenge of a DC decision may not be appealed to the Appeals Tribunal.
- n) A challenge under this Regulation may be considered by the Judiciary as being in contempt of the DC if it had no prospects of success, or if the Participant knew or ought reasonably to have

suspected it to be untrue or was intended to deliberately mislead the Judiciary or amounted to an abuse of process.

D7.5

Correction of a Determination of the DC.

Within **five Business Days** of receipt of a Determination or Challenge, either party (including an Affected Party) to a hearing may submit to the Judiciary a request to correct in the Determination any errors in computation, any clerical or typographical errors or any other error of a similar nature. If the DC considers the request to be justified, it will make the correction and reissue the Determination to the parties.

D8.

General Purposes Tribunal

D8.1

Jurisdiction

The GPT will be responsible for hearing and determining in accordance with these Regulations:

- a) charges of Misconduct and Disrepute referred to it according to **Regulation D8.2.**
- b) Grievances between Members according to **Regulation D6,**
- c) any other matter the Board considers important to the interests of football.
- d) any matter referred by the DC to the GPT.

A matter will not proceed unless the relevant Application Fee has been lodged.

D8.2

Charges of Misconduct and Disrepute

- a) The GPT may investigate any matter which, in its opinion, may require a charge of Misconduct or Disrepute ought to be laid. Such investigation may be initiated based on a report of or Complaint by a Member or based on any other evidence which in the opinion of the GPT is credible.
- b) Where a Participant is the subject of a Match Official Send Off or Expulsion report is also the subject of a Match Official Incident Report or some other Complaint arising out of or in relation to the same Match, the GPT may, at its absolute discretion, deal with all matters in combination.
- c) Such investigation may be conducted by the GPT as it sees fit. Members are required to cooperate fully with the GPT in the conduct of that investigation. A Participant agrees that any information provided to the GPT may be used as evidence in bringing a charge under this Regulation and may be provided to any party so charged. A Participant who fails to comply with this Regulation will be deemed by the GPT to have committed Misconduct. The GPT may, in its absolute discretion, take any relevant action against the Participant.

- d) At any time, the GPT may determine whether any charge of Misconduct or Disrepute is to be laid and in relation to such charge whether it is to be referred to the GPT or that it is to be dealt with in any other manner which the GPT deems appropriate, including referring it to the DC.
- e) If the GPT has laid a charge, it will issue a Notice of Charge against the Participant. The Notice of Charge will set out, amongst other things, details of the charge and the requirement for the Member to stand down. The Notice of Charge will contain all reports, documents, and digital evidence on which the charge is based. If further reports, documents, and digital evidence is received after the Notice of Charge has been sent, it must be sent to the Participant charged. A Participant charged must submit a Notice of Response to GPT by the date specified in the Notice of Charge.
- f) A Notice of Response enables the Participant charged to select, amongst other things, whether it wishes to:
- plead guilty or not guilty to the charge(s).
 - accept the reports accompanying to the Notice of Charge.
 - provide written statements or other evidence.
 - be represented by a lawyer.
- g) The Notice of Response should also address whether there was a case of Mistaken Identity or Exceptional Circumstances that applied, excepting where a Challenge has already been made under **Regulations D7.3 and D7.4.**
- h) A Participant who pleads guilty in a Notice of Response may be eligible for leniency by a Tribunal in respect of a sanction.
- i) Unless there is an excuse reasonable to the GPT, if the GPT does not receive a properly completed and signed Notice of Response by the time specified in the Notice of Charge then the Participant is deemed to have pleaded guilty to the charge(s) set out in the Notice of Charge and accepted the reports set out in the Notice of Charge. The Participant forfeits their right of appeal.
- j) The GPT may not make a Determination without at first providing a Notice of Charge that in addition to noting the charge, states a date for a Notice of Response to be received. The Notice of Charge must include all information the GPT has in framing the Notice of Charge.
- k) The GPT may make an Interim Determination prior to receipt of a Notice of Response.
- l) The GPT may opt to consider a matter using as a Desk GPT. A Desk GPT, that is, a decision made by the Tribunal in the absence of the subjects of the Notice of Charge or their Club but only after a valid Notice of Response has been received or has not been received by the date required as stated in the Notice of Charge.

D8.3

Referral from the Disciplinary Committee

The DC may, at its discretion, refer any matter to the GPT if it considers the matter requires consideration by a Tribunal. If a referral is made by the DC, the GPT (or Office on its behalf) will issue the Participant with a Notice of Charge within **three Business Days** of the referral and the Participant is required to submit a Notice of Response to the GPT by the date specified in the Notice of Charge.

D8.4

Determinations of the GPT

- a) The Determination of the GPT will be in accordance with majority opinion of the GPT members.
- b) The types of sanctions that the GPT may impose are set out in the Schedule D3. The sanction must not be below the applicable minimum sanction or Suspension and may only be greater than the applicable maximum Suspension in extraordinary circumstances which must be detailed in the Determination. The serving of a Time Suspension must precede the serving of a Fixture Suspension issued to the Participant.
- c) If a fine is imposed, the GPT will determine the terms of payment.
- d) Any sanctions imposed may be combined.
- e) Any failure to comply with a Determination of the GPT is itself a breach of these Regulations and will be considered in contempt of a Tribunal according to **Regulation D11 o)**
- f) A short oral or written indication of the outcome of the hearing by the GPT will be provided to the parties within **two Business Days** of the completion of the hearing. A full written Determination, with reasons given for the decision, will be provided within **fourteen Business Days**, if requested by a party in writing.
- g) A Determination of the GPT may be appealed to the Appeals Tribunal. as per **Regulation D9.**

Correction of a Determination of the GPT

Within **five Business Days** of receipt of a Determination or Challenge, either party (including an Affected Party) to a hearing may submit to the GPT a request to correct in the Determination any errors in computation, any clerical or typographical errors or any other error of a similar nature. If the GPT considers the request to be justified, it will make the correction and reissue the Determination to the parties.

D9.

Appeals Tribunal (“AT”)

D9.1

Jurisdiction

The Appeals Tribunal (“AT”) will be responsible for hearing and/or determining appeals from the DC and GPT including as regards Grievances.-

The AT can only entertain appeals made by parties regarding their own Suspension, fine or other penalty imposed on them by the DC and GPT. (e.g., A Player from Team A cannot appeal the Suspension of a Player from Team B). However, the AT must give consideration to an Affected Party as per these Regulations.

D9.2

Appeals Process

a) TIMELINE in brief:

- Club appeals within **five Business Days** of receipt of a Notice of Suspension or a Determination by the DC or AT.
- The Office or GPT refer the appeal to the AT within three Business Days.
- The AT advises the Club within **three Business Days** that their appeal will be considered by the AT.
- The AT will decide if there is an Affected Party.
- The AT will conduct a Desk Appeal or hold an appeal hearing.
- The AT makes a Determination and advises the Club, any Affected Party, and the Office and /or GPT of the Determination by email, including to Judiciary@bdafa.com.au.

b) No appeal can be brought from a decision of the DC or GPT without the AT accepting that an appeal has been correctly lodged. The appellant Club will be invoiced for the relevant Appeal Fee upon the AT accepting that the criteria for an appeal have been met.

c) A Participant wishing to appeal a decision to the AT must submit a Notice of Appeal to Judiciary@bdafa.com.au within **five Business Days** of receiving the Notice of a Determination of the DC or GPT. The Participant should note that the time limits set out above are strict. Only a completed Notice of Appeal by the AT. The AT will, at its sole discretion, determine if an appeal has been correctly lodged.

d) For a Notice of Appeal or email appealing to be considered by the AT to be complete, it must state the Ground or Grounds of Appeal as per **Regulation D9.3** and a statement on how such ground would apply and provide to the AT a copy of any written submissions, materials, documents, or other evidence it intends to rely on.

- e) The AT may allow an appeal to proceed if the intention of a club’s submission is to appeal. For instance, if a club uses the word “challenge” rather than “Appeal” but otherwise lodges a submission that includes the ground of appeal, how they apply and submits it within **five Business Days** of receipt of the DC or GPT Determination, the AT may accept this as a valid Notice of Appeal.
- f) Any Notice of Appeal received by the Judiciary, or the Office on the Judiciary’s behalf must be referred within **three Business Days** of receipt, to the Chair of the AT (or to another AT member if the Chair is unavailable or recused) for determination as to whether leave will be granted for the Appeal to proceed.
- g) The AT Chair will determine, within **five Business Days** of receipt of a Notice of Appeal, whether **leave to appeal** is granted. In determining whether leave to Appeal should be granted, the AT Chair will have regard to: **(i)** the grounds of appeal set out in the Notice of Appeal, **(ii)** whether any obvious error on the part of the GPT has been identified, **(iii)** the prospects of success of the appeal.
- h) The AT may decide to hold a hearing into the matters appealed to be attended by the appellant or his/her representative and other persons wishing to give evidence and, on such evidence, make a Determination. The AT may require the attendance at the hearing of: **(i)** the appellant and/or their Club, **(ii)** the Match Officials and any other persons including, but not limited to, Ground or Team Marshals, **(iii)** any person impacted by the actions of the appellant, **(iv)** a representative of the relevant DC or GPT, **(v)** such other persons who would assist the AT in making a Determination.
- i) The AT may instead hold a Desk Appeal where the submissions of the appellant or their club or other persons will be considered in making a Determination without a hearing.
- j) The DC or GPT will provide the AT with all documents relating to the matter appealed, including the Notice(s) to Appear, Notice(s) of Charge, Notice(s) of Determination, Interim Determinations or Orders, Minutes, or notes of the DC or GPT and any reports or evidence used in relation to the matter before the DC or GPT and any other such other evidence that the AT believes the DC or GPT should reasonably possess.
- k) If the AT decides that leave to appeal should not be granted, it may, in its absolute discretion recommend that all or part of the Appeal Fee should be refunded.
- l) If the AT accept that the appeal meets the criteria to appeal, the appeal will proceed and be determined by the AT. The AT may seek clarification from the DC or GPT as to how their Determination was made, including asking for minutes of the DC or GPT and seek any documents or evidence the DC or GPT may have relevant to the appeal.

D9.3

Grounds of Appeal

The sole grounds of an appeal to the Appeals Tribunal are:

- a) a party was not afforded a reasonable opportunity to present its case. This cannot apply when a Club fails to make a challenge under **Regulation D7.4** regarding decisions as regards Exceptional Circumstances by the DC.
- b) the DC or GPT do not have jurisdiction or exceeded their jurisdiction or exceed the penalties or sanctions they may impose in making a Determination using **Schedule D3** or otherwise.
- c) the decision of the DC or GPT was affected by actual bias. This includes a person on the DC or GPT for the appealed matter being ineligible to be on the DC or GPT, as stated in **Regulation D5.2**.
- d) there was a flaw in the application of BDAFA Regulations that impacted the Determination.
- e) the decision was one that was not reasonably open to the DC or GPT having regard to the evidence before the DC or GPT, including the application of the **Schedule D3** and these Regulations including **Regulation D.18** Sanctions that can be imposed by a Body or the Board
- f) where the GPT made a Determination on Mistaken Identity. The issue of Mistaken Identity must have been raised in the Notice of Response.
- g) Where the GPT made a Determination that Exceptional Circumstances were not material. Note: the issue of Exceptional Circumstances applying must have been raised in the Notice of Response.
- h) severity only where the decision of the DC or GPT imposed a sanction of at least:
 - a Fixture Suspension of **six** or more **Fixtures**,
 - a Time Suspension of **three** or more **months**.
 - a fine or bond of **one thousand five hundred dollars** or more.
 - a loss of **six** or more **Competition points** or loss of a Finals Series Round.
 - exclusion, Suspension, or expulsion from a Competition.

D9.4

Determination of the Appeals Tribunal

- a. The AT Determination will be in accordance with majority opinion of the AT members.
- b. The AT has the power to:
 - dismiss, allow in whole or part, or vary (whether by way of reduction or increase) a decision including any sanction or penalty imposed by the DC or GPT.

- impose any sanction, measure, or make any order the AT thinks fit or a decision that the DC or GPT could have imposed under these Regulations.
- Return the matter to the DC or GPT for rehearing in part or full and issue any directions or orders in relation to the rehearing of the matter that the AT deems appropriate. The AT may stipulate as to who may or may not be a panel member for the new hearing.
- Conduct a fresh hearing of the matter (hearing de novo), but only in extraordinary circumstances as determined by the AT in its absolute discretion.
-
- c. The AT may not quash or hold as invalid a Determination of the DC or GPT purely based on a defect, irregularity, omission, or other technicality unless the AT believe there was an injustice.
- d. A failure to comply with a Determination of the AT is itself a breach of these Regulations and will be considered in contempt of a Tribunal.
- e. A short oral or written indication of the outcome of the hearing will be provided to the parties within **five Business Days** of the completion of the hearing. A full written Determination, with reasons given for the decision, will be provided to the parties within **twenty Business Days**.

D9.5

Correction of a Determination of the AT

Within **five Business Days** of receipt of a Determination, a party (including an Affected Party) to a hearing may submit to the AT a request to correct in the Determination any errors in computation, any clerical or typographical errors or any other error of a similar nature. If the AT considers the request to be justified, it will make the correction and reissue the Determination to the parties.

D9.6

Appeals against a GPT in relation to a Grievance.

- a) No appeal can be brought from a decision of the GPT except with leave from the AT granted in accordance with this **Regulation D9**.
- b) Any Notice of Appeal of a GPT in relation to a Grievance received by the Judiciary or Office must be referred, within **three Business Days** of receipt, to the AT Chair (or if he or she is not available to the AT Deputy Chair) for determination as to whether leave should be granted for the Appeal to proceed.
- c) The Chair AT will decide, within **seven Business Days** of receipt of a Notice of Appeal under **Regulation D9.6 b)** whether leave to appeal for a Grievance should be granted. Such a decision will be advised in writing to the party lodging the appeal within **ten Business Days** of the lodging of the Notice of Appeal.

- d) In deciding whether leave to Appeal should be granted, the AT Chair will have regard to: (i) the grounds of appeal set out in the Notice of Appeal or similar document, whether any obvious error on the part of the GPT has been identified, (ii) the prospects of success of the appeal; (iii) the nature and significance of the Grievance and the subject of the decision being appealed. If leave to appeal is granted, such appeal will proceed and be determined in the same manner as all other appeals determined by the AT.
- e) If the AT decides that leave to appeal should not be granted, it may, in its absolute discretion recommend that all or part of the Appeal Fee should be refunded.

D10.

No Recourse To Courts

Any Determination by the AT will be final and binding on the parties to the appeal. No person may institute or maintain proceedings in any court of law or Tribunal in relation to such Determination (other than the limited right of appeal to the Football NSW subject to the Football NSW Grievance and Disciplinary Regulations).

D11.

Administrative Procedures of Tribunals

Electronic Documents

All documents referred to in these Regulations will be sent by email to Judiciary@bdafa.com.au. A party seeking to rely on photographic, video, or similar evidence must provide such evidence in the manner or form requested by the DC, GPT or AT and at that party's own cost.

Responsibility of the Judiciary as regards GPT

Upon receipt of the Match Official and other reports the Judiciary will review the reports for each case and either issue a Notice of Suspension based on the reports and the **Schedule D3** or refer the case to the GPT if required.

The Judiciary Chair may determine that a Desk Tribunal will be held to review evidence and documents submitted by the parties involved in an incident or matter rather than convening a full hearing. Whether the Tribunal is a full hearing or a Desk GPT, the party charged must be issued a Notice of Charge and afforded the opportunity to issue a Notice of Response or do as otherwise permit under these Regulations.

Where a Tribunal is required to convene an in-person hearing BDAFA will set a date for the hearing and, issue a Notice to Appear and, convene a Tribunal in accordance with these regulations.

Submissions by a party

For a GPT hearing, a party must provide to the Judiciary a copy of any written submissions, materials, documents, or other evidence it intends to rely on in the hearing at the time of submitting a Notice of

Response. This must include raising any issues of Mistaken Identity and/or Exceptional Circumstances as these will not be a ground of appeal unless they are first raised in a Notice of Response.

For an AT hearing, a party must provide to the AT a copy of any written submissions, materials, documents, or other evidence it intends to rely on in the hearing at the time of submitting a Notice of Appeal.

All written submissions, materials, documents, or other evidence must be sent to the Judiciary.

All written submissions, materials, documents, or other evidence supplied to a Tribunal will be provided to the other parties (including an Affected Party) involved in the hearing.

Any written submissions, statements, materials, documents, or other evidence submitted to the GPT or AT after the Notice of Response or Notice of Appeal respectively will not be accepted by those Tribunals unless, at their sole discretion, they believe Exceptional Circumstances apply.

Affected Party

A Participant, Team or Club submitting a Notice of Appeal or Grievance Form must state whether there is any similar party who may be affected by the decision based on the relief sought.

If a Participant, Team, or Club has not identified an Affected Party, a Tribunal may require that any relevant document be given to a Participant, Team, or Club if the Tribunal believes the outcome of the hearing may affect the interests of that party.

The Association may, in its absolute discretion, consider itself an Affected Party for the purposes of this **Regulation** if it considers that the Determination of a matter may affect the interests of the Association, FNSW, FA or may bring the game into Disrepute or damage the reputation and goodwill of the game.

An Affected Party provided with notice under this Regulation may make submissions to the Tribunal and/or participate in any in-person hearing. The Affected Party is bound by any Determination. Clubs are reminded that they are not the appellant.

If an Affected Party provided with notice elects to not participate in a hearing, that Affected Party cannot subsequently initiate a Grievance under these Regulations in relation to the same subject matter.

Legal Representation

A party (including an Affected Party) have the right to be represented by a lawyer at a Tribunal hearing. Details of legal representation must be set out in the Notice of Appeal or Notice of Response. Should such party elect to be represented by a lawyer then they will also be liable to pay any of BDAFA's costs regarding its legal representation.

Match Official attendance at hearings.

Unless a Participant provides prior notification to the Judiciary that a Match Official is required for cross-examination, it is deemed that the Match Official is not required for cross-examination and the Match Official's record of events is not challenged for factual matters. The physical presence of a Match Official is not required but they may attend electronically. Any Match Official Report will stand as the facts of the alleged event. The onus will rest with the party challenging the facts to establish that the facts as recorded are inaccurate or otherwise misrepresent the event.

Parent / Guardian

A party must be accompanied at a hearing before a Tribunal by a parent or legal guardian if he or she is under the **age of eighteen years**.

Non-attendance

If any party who has been properly notified of a hearing fail to attend a Tribunal hearing without showing sufficient cause for such failure, the hearing can proceed and be determined in that party's absence.

If any party can provide justification for non-attendance in person in advance of the hearing the Tribunal may consent to allow them to participate in the hearing electronically.

If any party or witness that fails to attend a Tribunal hearing without reasonable excuse or sufficient cause is a Participant, that Participant will be deemed to have committed Misconduct and will be subject to sanction under these Regulations.

Adjournment and Stay of Proceedings

A party may apply in writing to a Tribunal at least **two Business Days** before the start of any Tribunal hearing to have the hearing adjourned provided there are compelling circumstances which warrant an adjournment, including avoiding significant costs, hardship, or inconvenience to the party. Any decision to adjourn a hearing will be at the absolute discretion of the Tribunal.

The Members acknowledge that the Tribunal meets after normal Business hours and during the working week. Given the possible considerable number of parties and witnesses involved in a Tribunal hearing and the need to resolve matters in an expeditious manner, it will not always be possible to accommodate adjournment applications.

On application by a Member (including an Affected Party) or BDAFA, a Tribunal may order a stay of proceedings, with or without conditions.

General conduct of Tribunal hearings

A Tribunal will not be bound by the rules of evidence applied in courts of law.

All hearings must be conducted in accordance with the principles of natural justice, being adequate notice, a fair hearing and without bias.

A Tribunal may have regard to, but will not be bound by, its previous Determinations. The GPT and DC will be bound by Determinations of the AT.

A Tribunal may conduct the hearing in any matter as it sees fit provided that: **(i)** The questioning of all parties is to be through the Chair of the hearing unless the Chair determines otherwise. **(ii)** all parties are given a reasonable opportunity to be heard. **(iii)** the hearing is conducted with as little formality and technicality and with as much expedition as proper consideration of the matters before it permits. **(iv)** The charged Participant is present in person or electronically while the Tribunal receives any oral evidence against the charged.

A Tribunal is empowered to: **(i)** take evidence. The admissibility and weight to be given to any evidence in a hearing will be at the discretion of a Tribunal, **(ii)** require the attendance of any Participant to give evidence whether in person or electronically, **(iii)** require the production of any document, information or other material in whatever form held by any Participant, **(iv)** inform itself on any matter or thing to properly conduct its function in accordance with these Regulations.

To the extent that a matter relating to the procedures of a Tribunal is not provided for by these Regulations, the Tribunal Chair may issue appropriate directions for the conduct of any matter or hearing.

If a Tribunal is not satisfied that a charge before it has been proved but is satisfied that a different charge(s) has been proved, then provided the Member has been given an opportunity to respond to the different charge(s), the Tribunal may make a Determination as regards the different charge(s) and apply an appropriate sanction. The Tribunal may, at its absolute discretion, grant a member an adjournment for the purposes of answering the different charge(s).

The Judiciary must provide the Tribunal with the disciplinary history of the member which may only be referred to once a Determination is made as regards guilt.

Unless the AT deem Exceptional Circumstances apply, the AT must not consider evidence which was not before the body whose decision is being appealed.

A Tribunal may, in the case where a Member has been guilty of multiple offences, impose entirely cumulative or partly or wholly concurrent Suspensions. However, the overall Suspension must not be less than the Maximum Suspension applicable to the most serious offence but may be greater than the Maximum Suspension applicable to that Offence.

To the extent that a matter relating to the procedures of a Tribunal is not provided for by these Regulations, the Chair for the hearing may issue appropriate directions for the conduct of any matter or hearing.

The written Determination should address how the how such decision was made and/or be accompanied by minutes of the hearing.

Disclosure of Tribunal member names

A Tribunal will not disclose to any party the identity of its members prior to an **in person hearing**.

Challenge of jurisdiction or of a Tribunal member

If a Member wishes to allege that a **Tribunal does not have jurisdiction**, it must raise this objection in its Notice of Response or Notice of Appeal. A Tribunal has the power to rule on any objection that it

has no jurisdiction. In general, a Tribunal should determine any challenge concerning its jurisdiction as a preliminary question. However, a Tribunal may proceed with the hearing and rule on such an objection in its final Determination.

A Tribunal member may be challenged if circumstances exist that give rise to justifiable doubts as to his or her impartiality or independence. Such a plea must be raised in oral submissions as a preliminary question at the hearing. The Tribunal has the power to rule on this objection and, if the challenge fails, reasons must be provided in the final Determination.

Where a matter is to be a **Desk Tribunal**, the names of the panel members must be advised to the party, so that they may challenge the Tribunal member/s as regards their impartiality and independence.

Onus of proof

The DC, GPT or AT will make Determinations on the balance of probabilities.

Costs generally

The parties to a hearing will pay their own costs unless the Tribunal determines otherwise.

In a hearing, the DC, GPT or AT may award the costs it considers appropriate on **(a)** the application of a party to the proceedings. **(b)** the application of a witness to the proceedings **(c)** its own initiative.

In deciding whether to award costs, and the amount of the costs, the DC, GPT or AT may have regard to the following: **(a)** the outcome of the hearing, **(b)** the conduct of the parties to the proceeding before and during the hearing, **(c)** the nature and complexity of the hearing, **(d)** any legal costs incurred by a party (including an Affected Party and a Body), **(e)** the relative strengths of the claims made by each of the parties to the hearing, **(f)** any contravention of the FA, FNSW or BDAFA Rules and Regulations by a party to the proceeding, **(g)** anything else the DC, GPT or AT considers relevant.

A party to a proceeding is not entitled to costs only because the Tribunal made an order or orders in a party's favour.

The power of the Tribunal to award costs under these Regulations is in addition to the Tribunal's power to award costs under any other provision of the FA Rules and Regulations and BDAFA Rules and Regulations.

Contempt in the face of the DC, GPT or AT.

A person or party before the DC, GPT or AT must not: **(a)** insult a member of a Tribunal, **(b)** repeatedly interrupt the proceedings of a Tribunal, **(c)** create a disturbance or take part in creating or continuing a disturbance in or near a place where Tribunal is sitting, **(d)** verbally or physically attacks a member of the Tribunal and/or a member or members of the family or a near associate. **(e)** Deliberately mislead a Tribunal; **(f)** fail to comply fully with an order of the DC or Tribunal including carrying out a determination in a timely manner; **(g)** do any other act or thing that would, if a Tribunal were a court of record, constitute a contempt of a Tribunal.

If a Tribunal considers that a person has breached this Regulation, then it may impose sanctions as it sees fit in accordance with these Regulations.

DC, GPT or AT may hear proceedings regardless of related criminal or disciplinary action

A Tribunal may issue Suspensions and/or make a Determination whether a Participant has been charged with, convicted of, or sentenced for an offence arising out of the contravention, is the subject of a pending disciplinary proceedings relating to the contravention, or may be, or has been, subject to disciplinary action in relation to the contravention.

Immunity

The parties to any proceedings brought under these Regulations, and their respective witnesses, agree not to institute or maintain any proceedings, or bring any claim against BDAFA, the DC, GPT or AT or member of BDAFA, the DC, GPT or AT, in respect of any act or omission during the conduct of a hearing or arising out of any Determination or findings made.

Publication and Confidentiality

All evidence and information provided in proceedings of a Tribunal must be treated in the strictest confidence. Parties and their representatives and witnesses must not use or disclose to any third party any confidential information obtained during the conduct of a hearing.

Legal advice

A Tribunal may, in its absolute discretion, seek legal advice prior to or during any hearing and as such is entitled to adjourn the hearing and/or prior to giving its Determination.

BDAFA staff

The Office will not be required to provide evidence at or to a hearing unless the Office is an Affected Party to a hearing, or they are a Match Official, or a Tribunal considers they should provide evidence.

D12. Suspension Orders

D12.1

Interim Suspension Orders

Where a Participant has been charged by the Judiciary regarding an alleged act of Misconduct or with a criminal offence in connection with disciplinary action according to these Regulations, the Judiciary will have the power to make an Interim Suspension Order that a Member be suspended, pending determination of such a matter, from all or any specific Football Activity or Match Day Activity for such period and on such terms and conditions as the Judiciary considers fit. The period of an Interim Suspension Order will not last beyond the date upon which any charge of Misconduct or criminal offence or other disciplinary proceedings referred to in this Regulation is decided.

Player or RTO not to participate

A player or RTO who is the subject of a Send-off Report or Expulsion Report may not participate pending the determination of the DC or GPT unless the Judiciary grant permission to do so. -

DRIBL and Sentence Log.

DRIBL blocks participants from being selected to participate during their suspension. Nonetheless the Office will maintain and provide access to Clubs of a Sentence Log listing the status of participant suspensions. The Office will determine which is more accurate, *DRIBL* or the Sentence Log if required.

D12.2

Suspension for serious criminal charges and offences

The Judiciary and/or AT will have the power to order that a Participant be suspended from all or any specific Football Activity for such period and on such terms and conditions as it considers fit where the Participant has been charged or convicted of a criminal offence and where the Judiciary and/or AT considers there is a risk of physical harm to another Participant.

D12.3

Suspension following disqualification from Working With Children

Where a Participant is prohibited under child protection legislation from regulated activity relating to children or does not have an appropriate current Working With Children Check, the Judiciary will order that the individual be suspended immediately from all or any specific Football Activity for such a period and on such terms and conditions as it sees fit.

D12.4

Suspensions and Deferred Suspensions (also known as Suspended Sentences).

A Determination will indicate if Suspensions are to be served either immediately or if some part of them will only be served if a future charge is found to have been proven. Such a **Deferred Suspension** must be at least one half of the total Suspension to be imposed. The probationary period in which a future charge may trigger application of the Deferred Suspension must be stated in the Determination. Where there is no mention in a Determination of a Deferred Suspension it will be assumed that none applies. The Determination should state which, if committed, activate the Deferred Suspension.

D12.5

Repeat Offences

The DC, GPT or AT may increase a sanction as it sees fit in the case of a repeat offender and as detailed in Schedule D3. Such a Member must have been found guilty of an offence and then committed the same offence on a second or subsequent occasion.

D13.

Serving Of Suspensions

D13.1

- a) Subject to this **Regulation D13**, any Suspension imposed by the DC, GPT or AT will be served immediately and apply in respect of those Football Activities listed in the Notice of Suspension or a Determination.
- b) In the case of a Regulation being interpreted in two or more ways as to the interpretation of the serving of a Suspension or Deferred Suspension, the interpretation of the DC or GPT or AT.
- c) Members who have been charged for an Offence that carries more than the minimum Fixture Suspension will remain ineligible for selection for any BDAFA Match until a DC, GPT or AT has decided on the Suspension.
- d) A Participant does not need to be registered to serve any Time Suspension but does need to be registered to serve a Fixture Suspension, excepting where the Judiciary otherwise determine at their sole discretion.
- e) It is possible that a Match is not completed on the one day, such as but not limited to being washed out after kick-off or a major injury occurring that stops play. Where BDAFA determines that the remainder of the Match be played or the Match be replayed it is possible that Players may be under Suspension from a Match in the interim. If that is the case, the Team may replace such Player or Players with an eligible Player or Players. This does not apply where play was stopped due to a matter referred to the DC or GPT.
- f) Players or RTOs who were sent-off for R7 must serve an automatic one fixture suspension.

D13.2

Club Responsibility on Suspensions.

The relevant Club will be responsible for ensuring a Participant is suspended in accordance with any Notice of Suspension or Determination.

Where *DRIBL* is not used, Clubs must list in an appropriate place on a Match Sheet any Player or Official who is registered with or by that Club and who is serving a Suspension at the time the Match Sheet is completed.

D13.3

Fixture Suspensions and Time Suspensions generally

- a) The DC, GPT and AT may issue Suspensions either in terms of the number of Fixtures for which a Participant will be suspended (**Fixture Suspension**) or the amount of time for which a Participant will be suspended (**Time Suspension**).

- b) Unless otherwise specified, a Suspension imposed in terms of Fixtures on a Participant:
- in **eleven-a-side** football only affects their participation in eleven a-side football, in **Futsal** only affects their participation in Futsal and in **Summer Football** only affects their participation in Summer Football.
- c) A Time Suspension imposed in terms of time (days, weeks, months, or years) affects a Participant's participation in eleven-a-side, Futsal and Summer Football, regardless of in which the Suspension was imposed.-
- d) Upon issuing a Time Suspension, a DC, GPT or AT must provide a start date and end date of the Suspension.
- e) A Participant issued with a Time Suspension will be ineligible to participate in any Football Activity as directed in his or her Notice of Suspension or Determination and until such time as the Suspension has been served. For the avoidance of doubt, this includes participating in any BDAFA, FNSW or FA competition.
- f) A Participant who has been sent-off in any Premiership or Cup Fixture will be suspended from participating in the next Premiership or Cup Fixture, whichever occurs first.
- g) A Participant must serve the Suspension in the Age-Grade for which he or she is registered and will not be eligible to participate in any Fixture in any age-division until that Suspension is served in full. However, where the Suspension carries over into a subsequent Season or Seasons, the Judiciary or Office will deem when the Suspension has been completed.
- h) For the purposes of **Regulation D13.3(f)**, any Suspension received during a Pre-Season Competition or Trial Match (sanctioned and / or administered by the Office) are required to be served in that Pre-Season Competition in that Participant's Team's next consecutive Trial Match, Pre-Season Competition Match, Premiership, or Cup Fixture, whichever occurs first, until the Suspension is served in full.
- i) If a Participant is currently subject to a Suspension, that Participant may participate in a Trial Match if, and only if, the Participant's Club has obtained written approval from the Judiciary for the Participant to participate in that Trial Match.
- j) Premiership and Cup Suspensions can be served in External Matches being FNSW State Cups and/or FNSW Champion of Champions or Australia Cup subject to the approval of the Office. Conversely, FNSW Suspensions can be served in Premiership and Cup competitions within the Association, subject to the approval of the Office. If they play in a BDAFA Premiership or Cup competition without Office confirmation that they have completed a Suspension, they will be treated as an Ineligible Participant.
- k) Should a Participant receive a Suspension in a FNSW State Cup, FNSW Champion of Champions or other Fixture the Judiciary accept as applying, that Suspension will be served in the next consecutive Fixture(s) for that competition whilst their Team is still playing in that competition. If the Participant's Team is no longer competing in such competition their Suspension will be served in their BDAFA competition, until the Suspension is served in full.

- l) Only those Fixtures played count towards the completion of any Fixture Suspension. The Office may make an Administrative Determination as regards if a Fixture counts towards such a Suspension.
- m) If a Fixture is abandoned or forfeited under these Regulations, then that Match can be considered in relation to serving a Suspension but only if the suspended Player's Team did not contribute to the facts that led to the abandonment or forfeiture of a Fixture. Byes are not considered to be a Fixture for the purposes of serving a Suspension.
- n) The Judiciary will have the final decision on whether a Suspension or part thereof may be served in an abandoned or forfeited Fixture.
- o) A Yellow Card or Red Card issued during an abandoned Match will not be annulled regardless of whether the Match is replayed.

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D14.

Conduct

D14.1

Insolvency

- a) An "Insolvency Event" is any of the following:
 - A Member is unable to pay from the person's own money all the person's debts as and when they become due and payable,
 - A Member is taken or must be presumed to be insolvent or unable to pay its debts under any applicable legislation,
 - An application or order is made for the winding up or dissolution or a resolution is passed, or any steps are taken to pass a resolution for the winding up or dissolution of a Member,
 - An administrator, provisional liquidator, liquidator, or person having a similar or analogous function under the laws of any relevant jurisdiction is appointed or any action is taken to appoint any such person and the action is not stayed, withdrawn, or dismissed within **Five Business Days**,
 - a receiver or receiver and manager is appointed in respect of any property of a Member,
 - a corporation is deregistered under the Corporations Act 2001 or notice of its proposed deregistration is given to the corporation,
 - a distress, attachment or execution is levied or becomes enforceable against any property of a Club,

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- a Club takes any action to enter an arrangement (including a scheme of arrangement or deed of company arrangement), composition or compromise with, or assignment for the benefit of, all or any class of the person's creditors or members or a moratorium involving any of them,
 - a Club presents a declaration of intention under section D54A of the Bankruptcy Act 1966, or
 - anything analogous to or of a similar effect to anything described above under the law of any relevant jurisdiction occurs in respect of a Club.
- b) Where an Insolvency Event occurs, it will be referred to the Board who may:
- in the case of a Club during the playing Season, deduct any or all points it has accumulated in the relevant Competition in which it participates,
 - in the case of a Club during the off-Season, deduct points prior to the commencement of the next Competition in which it participates,
 - in the case of a Participant, suspend or expel the Participant from membership in accordance with the BDAFA Constitution and these Regulations, or
 - take such action it considers reasonable to protect the interests of BDAFA and the game of football.
- c) A decision made by BDAFA under **Regulation D14.1** is final and not subject to appeal.

D14.2

Misconduct

Misconduct will mean any act or omission by a Participant or Club which: **(a)** constitutes a breach of the FIFA Statutes and regulations, FA Rules and Regulations, the Laws of the Game, or BDAFA Rules and Regulations (including these Regulations) and policies adopted by BDAFA unless a document contains a provision or provisions for dealing with any breach thereof. **(b)** is unsportsmanlike or unprofessional, **(c)** brings or may bring the game into Disrepute or damage the reputation and goodwill of the game, or, in the opinion of the Board, Office, or Judiciary, is or may be prejudicial to the interests or reputation of either the game of football in the State, BDAFA or any of its sponsors.

D15. On-Field Misconduct

D15.1

Yellow Cards and Temporary Dismissals

A Yellow Card or Temporary Dismissal (TD) is issued by a Match Official to a Player due to the following offences specified in the Laws of the Game and will be given as follows:

Code	Caution Description
Y1	The Player is guilty of unsporting behaviour
Y2	The Player shows dissent by action or word (including Temporary Dismissals-whether a Yellow Card is shown or not)
Y3	The Player persistently infringes the Laws of the Game
Y4	The Player delays the restart of play
Y5	The Player fails to respect the required distance when play is restarted with a corner kick, free kick or throw in
Y6	Entering, or re-entering, or deliberately leaving the field of play without the referee's permission.

For the avoidance of doubt the following will not be considered when accumulating cautions under:

- i. if a Player receives a Red Card having received **two Yellow Cards** in a Fixture these cards will not be considered when accumulating cautions according to **Regulations D15.2 to D15.4.**
- ii. if a Player is dismissed from the field of play having received **two TDs** in a Match, these TDs will not be considered when accumulating cautions according to **Regulations D15.2 to D15.4.**
- iii. If a Player receives **three Yellow Cards and/or TDs** in a Match then one will be considered when accumulating cautions according to **Regulations D15.2 to D15.4.**

D15.2

Accumulation of Yellow Cards & Temporary Dismissals – Premiership Fixtures

- i) A Player who accumulates **five Yellow Cards and / or TDs** in the Premiership will serve a mandatory **one Fixture Suspension**. The Fixture Suspension will be served immediately.
- j) A Player who accumulates an additional **three Yellow Cards and / or TDs (in total eight Yellow Cards and / or TDs)** in the Premiership will serve a mandatory two Fixture Suspension. The Fixture Suspension will be served immediately.
- k) A Player who accumulates **ten Yellow Cards and / or TDs** in the Premiership will serve a mandatory **three Fixture Suspension**. The Fixture Suspension will be served immediately.

- l) A Player who accumulates an **eleventh Yellow Card and / or TD** in the Premiership will be required to appear before a GPT and will not be eligible to participate in any Fixture until he or she has appeared before the GPT and has served the sanction imposed by the GPT.

D15.3

Accumulation of Yellow Cards and Temporary Dismissals in the Premiership Finals Series

At the end of the Premiership Rounds each Season each Players accumulation of Yellow Cards and / or TDs is reset to zero.

A Player who is suspended as per **Regulation D15.2** from a card from their last Premiership Round will still serve the suspension in a Finals Series fixture for which they would be otherwise eligible.

A Player who accumulates **two Yellow Cards and / or TDs** in the Premiership Finals Series serve a mandatory **one Fixture Suspension** to be served immediately in the next Finals Fixture to be played in that Season in which they are eligible to play or in their next Match in the following Premiership Season.

D15.4

Accumulation of Yellow Cards and Temporary Dismissals in a Cup

A Player who accumulates **two Yellow Cards and /or TDs** in a Cup Match will serve a mandatory **one Fixture Suspension**, to be served immediately, in the next Fixture (be that a Cup or Premiership Fixture or Finals Series fixture) that the Participant’s Team plays and for which the player would otherwise be eligible.

D15.5

Red Card Offences

A Participant who is issued a Red Card or Expelled during a Match must: **(a)** Immediately leave the Technical Area of their Team, nor enter the field of play or its surrounds and take no further part in the Match other than as a quiet and calm Spectator and **(b)** Make no contact with the Match Officials.

A Participant who receives a Red Card must serve a mandatory **one Fixture Suspension** (referred to as Mandatory Match Suspension or “MMS”).

A Red Card may be issued by a Match Official during a Match against a Participant who engages in any one of the following offences and listed at the Table of Offences at **Schedule D3** to these Regulations:

Code	Description
R1	Serious foul play
R2	Violent conduct
R3	Biting or spitting at an opponent or any other person
R4	Denying the opposing Team, a goal, or an obvious goal-scoring opportunity by a handball offence (except a goalkeeper within their own penalty area)

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R5	Denying an obvious goal-scoring opportunity to an opponent whose overall movement is towards the Player's goal by an offence punishable by a free kick (or a penalty kick as described in Law 12.
R6	Using offensive, insulting, or abusive language and/or actions.
R7	Receiving a second caution in the same Match OR receiving a second Temporary Dismissal in the same Match.

Note these R codes are not in the same order as the Laws of the Game.

Suspensions will be served immediately and in accordance with **Regulation D13**.

Red Cards issued during an abandoned Match will be upheld regardless of whether the Match is replayed or not.

D15.6

Accumulation of Red Cards

A Player who accumulates the following Red Card infringements during the same playing Season, regardless of the Competition or Club in which those Red Cards are received, will receive the following further sanction:

Number of Red Cards accumulated:	Suspension	In Addition:
Two during the same playing Season	The Suspension issued in respect of the second Red Card plus a further Suspension of one Fixture	N/A
Three during the same playing Season	The Suspension issued in respect of the third Red Card plus a further Suspension of two Fixtures	N/A
Four or more during the same playing Season	The Suspension issued in respect of the fourth Red Card plus a further Suspension of three Fixtures	Referred to GPT for hearing and potential additional sanction

Note: The further Suspension cannot be appealed. It must be served immediately after the Suspension issued in respect of the second or subsequent Red Card, in the same Age-Grade in which that Red Card was received and must otherwise be served in accordance with **Regulation D13.3** or as otherwise deemed by the Judiciary.

For clarity, the above are separate to "Second or Subsequent Incidence" in **Schedule D3**.

D15.8

Responsibility for recording accumulation of Yellow and Red Cards Offences (including Temporary Dismissals)

It is a Club's responsibility to keep accurate records of the Yellow, TDs and Red Card Offences received by its Players and RTOs. A Club must request information from the Office as regards whether a Participant may have accumulated Yellow, TDs or Red Card Offences while registered with a previous Club.

It is a Club's responsibility to ensure that any Participant who has incurred a Fixture Suspension serves that sanction in full.

D15.9

Team Misconduct

Each Club must ensure that its Participants do not engage in Team Misconduct,

Team Misconduct in relation to a Club is where, in a Match (including Yellow Cards, Red Cards or Expulsions):

- a) **five Players** are given Yellow Cards, TDs, or Red Cards during **one Match**.
- b) **three Players** are given Red Cards during **one Match**.
- c) **one or more** Participants together make threats or show force against a Match Official.
- d) Players and/or Participants engage in a Melee Grade 1 or Melee Grade 2) or brawl in a Match (regardless of whether or not it is possible to identify the instigators).

The relevant sanctions for Team Misconduct are set out at **Schedule D3** to these Regulations.

D15.10

Registered Team Officials and Club Officials

The DC, GPT and AT have jurisdiction to issue Notices of Charge based on the Match Official Reports and other reports and in accordance with the **Table of Offences** against RTOs and Club Officials in the **Schedule D3**.

An RTO or Club Official who has been expelled from the field of play by a Match Official are subject to a Mandatory Match Suspension and must serve any resultant Suspension immediately or as otherwise directed by the DC, GPT or AT. The Suspension may apply across all Match Day or all Football Activities at the DC's, GPT's or AT's direction.

D15.11

Refusal to take the field of play and mass walk-offs

Any Club which by the conduct of its Players, RTOs, or Club Officials or Spectators caused a Match to be terminated or abandoned because of refusing to take the field or mass walk-offs will be deemed to have brought the game into Disrepute and as a result the **Judiciary** may, in its absolute discretion, charge a Participant or the Club itself and refer the matter to the GPT for Determination.

D16.

Social Media and Detrimental Public Comment

Social Media, including Whatsapp

Participants must not make public or media comment (including via social media) which is detrimental to the interests of the game. Such comments may be treated by the Judiciary as Misconduct. Comments that are made under a Participant's social media account will be taken as being posted by them unless they can show that they did not.

These Regulations and Detrimental Public Comment

Without limitation, Members will breach these Regulations and be deemed to be making comment detrimental to the interests of the game if in making any public or media comment it: **(a)** denigrates or criticises another Participant, whether in relation to incidents that have occurred in a Match or otherwise, **(b)** denigrates or criticises BDAFA, the DC, the GPT, the AT, BDR Members, FNSW or FA or any of its commercial partners. **(c)** denigrates or criticises a Participant by inappropriately commenting on any aspect of his or her performance, abilities, or characteristics. **(d)** comments on the likely outcome of hearing, **(e)** criticises the outcome of a hearing, **(f)** criticises a Body of any of its Members. **(g)** criticises any evidence, submission or other comment made by any person at a hearing. The Judiciary may, in its absolute discretion, investigate such matters and charge Participants under these Regulations and refer the matter to the GPT for Determination.

D17.

Spectators

A Club is responsible, and liable, for the conduct and behaviour of its supporters at all fixtures. A Club is deemed to have breached these Regulations where its supporters engage in Misconduct at or in conjunction with a Match or event or activity staged or sanctioned by BDAFA.

The BDAFA and FA Codes of Conduct apply to all Spectators attending any Match.

The GPT and AT have jurisdiction to issue Suspensions against Spectators.

In the event of a breach of the BDAFA Codes of Conduct, the Judiciary may refer the matter to the GPT and seek an appropriate sanction including, but not limited to, excluding Spectators from all Matches within BDAFA's jurisdiction.

Any ban imposed by FA or Football NSW under its applicable rules and regulations against a person may be endorsed and applied by the Judiciary across all Matches.

Any ban imposed by a Club under its applicable rules and regulations may be endorsed and applied by BDAFA across all Matches.

D18.

Sanctions can be imposed by a Body or the Board as in Table D of Schedule D3

Schedule D1 Notices, Delivery Methods, and Email Address

DRIBL enables various of the above to be handled electronically. In the absence of **DRIBL**

The following delivery methods apply

Please deliver and/or send these to the BDAFA office:

- Match sheets
- Notice of Suspension Served
- Any other matter in relation to these Regulations.

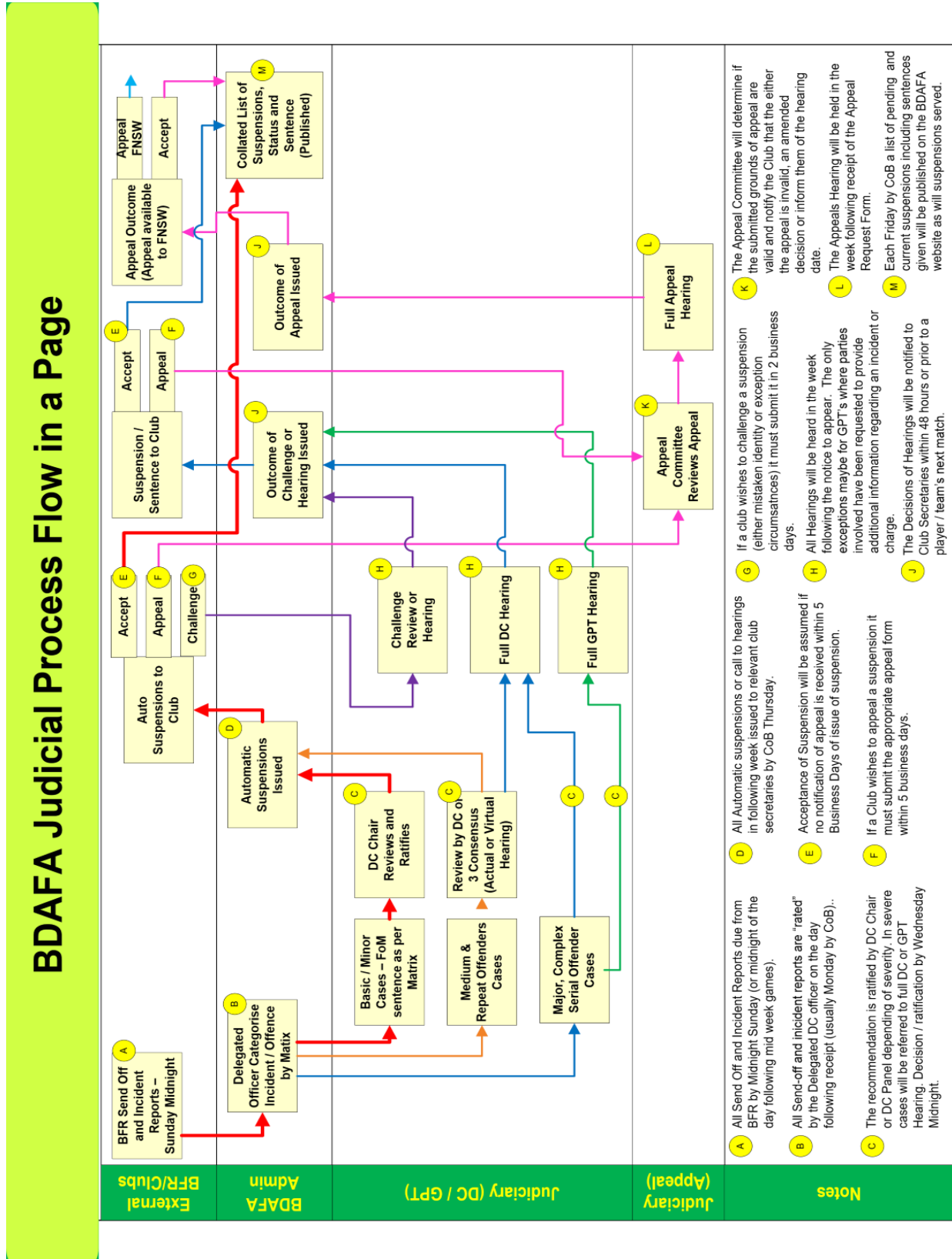
Please email the following to judiciary@bdafa.com.au

- Match Official Send-Off Reports
- Match Official Incident Reports
- Notification of Mistaken Identity in a Match Official Send-Off or Incident report
- Written Statement by Participant committing the offence in relation to mistaken identity in a Match Official Send-Off or Incident Report
- Written Statement by the Club in relation to mistaken identity in a Match Official Send-Off or Incident Report
- Written Statement by Participant for Exceptional Circumstances
- Notice of Response
- Grievances including supporting documents
- Any other matter relevant to the Judiciary.

Please email the following to appeals@bdafa.com.au cc judiciary@bdafa.com.au

- Notice of Appeal of a DC, with supporting documentation or evidence
- Notice of Appeal of a GPT, with supporting documentation or evidence
- Notice of Appeal from the Association

SCHEDULE D2: JUDICIAL PROCESS FLOW



SCHEDULE D3: JUDICIARY SENTENCING GUIDELINE MATRIX/TABLE OF CHARGES

Second or subsequent Offences: Where a Member has been found guilty of an Offence and then commits the same Offence on a second or subsequent occasion within two years of the expiration of the Suspension issued in respect of the previous Offence, the second or subsequent Offence will be considered a Second or subsequent Offence for the purposes of sanctioning under Schedule D3 (except in the case of Offence Code 25 under Table C (“Letting off incendiary device(s) or fire(s)”) where the relevant time period is within the same Season rather than within two years).

TABLE A: OFFENCES BY PLAYERS¹

OFFENCE CODE		OFFENCE DESCRIPTION	GRADING GUIDELINES	INCIDENCE	PARTICIPANT SANCTION	
Red Card	GRADING				SUSPENSION (Minimum)	SUSPENSION (Maximum)
R1	01-01	Serious foul play <i>(Typically, but not limited to, tackles or challenges on an opponent with the ball)</i>	Serious foul play tackle or challenge	First	MMS	24 months
	01-02			Second & subsequent	MMS + 1 Fixture	
	02-01		Attempting to gain possession of the ball using excessive force	First	MMS + 1 Fixture	24 months
	02-02			Second & subsequent	MMS + 2 Fixtures	
	03-01		Conduct that endangers the safety of an opponent in a contest for the ball or has the potential to cause injury	First	MMS + 2 Fixtures	24 months
	03-02			Second & subsequent	MMS + 3 Fixtures	
	04-01		Conduct causing minor injury	First	MMS + 4 Fixtures	24 months
	04-02			Second & subsequent	MMS + 5 Fixtures	
	05-01		Conduct causing serious injury	First	MMS + 6 Fixtures	24 months
	05-02			Second & subsequent	MMS + 10 Fixtures	
R2	01-01	Violent conduct <i>(Typically, but not limited to, the use or attempted use of excessive force against an opponent when not challenging for the ball, or against a teammate, Club Official, Team Official, Match Official or Spectator)</i>	Excessive force	First	MMS	24 months
	01-02			Second & subsequent	MMS + 1 Fixture	
	02-01		Violent conduct	First	MMS + 3 Fixtures	24 months
	02-02			Second & subsequent	MMS + 5 Fixtures	
	03-01		Serious and/or premeditated violent conduct	First	MMS + 6 Fixtures	24 months
	03-02			Second & subsequent	MMS + 8 Fixtures	
	04-01		Serious violent conduct that has caused bodily harm or responsibility for a Melee (Grade 2)	First	MMS + 12 Fixtures	24 months
	04-02			Second & subsequent	MMS + 20 Fixtures	
R3	01-01			First	MMS + 2 Fixtures	24 months

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	01-02	Spitting at an opponent or any other person	Causing spittle to land on an opponent or any other person (e.g. by “blowing a raspberry”)	<i>Second & subsequent</i>	MMS + 4 Fixtures	24 months
	02-01		Spitting at or towards an opponent or any other person	<i>First</i>	MMS + 4 Fixtures	
	02-02			<i>Second & subsequent</i>	MMS + 8 Fixtures	
	03-01		Spitting on an opponent or any other person	<i>First</i>	MMS + 8 Fixtures	24 months
	03-02			<i>Second & subsequent</i>	MMS + 16 Fixtures	
R4	01-01	Denying goal scoring opportunity	Denying the opposing team a goal or an obvious goal-scoring opportunity by deliberately handling the ball (except a goalkeeper within their penalty area)	<i>First</i>	MMS	MMS
	01-02			<i>Second & subsequent</i>	MMS	
R5	01-01	Denying goal scoring opportunity	Denying an obvious goal-scoring opportunity to an opponent moving towards the opponent's goal by an offence punishable by a free kick	<i>First</i>	MMS	MMS
	01-02			<i>Second & subsequent</i>	MMS	
R6	01-01	Offensive, insulting, abusive or intimidating language and/or gestures	Using offensive, insulting or abusive language and/or gestures in frustration	<i>First</i>	MMS	24 months
	01-02			<i>Second & subsequent</i>	MMS + 1 Fixture	
	02-01		Using offensive, insulting or abusive language and/or gestures directed at or towards another person	<i>First</i>	MMS + 1 Fixtures	24 months
	02-02			<i>Second & subsequent</i>	MMS + 3 Fixtures	
	03-01		Incitement to violence, or repeated use of offensive language and/or gestures directed at or towards another person	<i>First</i>	MMS + 4 Fixtures	24 months
	03-02			<i>Second & subsequent</i>	MMS + 8 Fixtures	
	04-01		Threatening or intimidating language and/or conduct directed at or towards another person	<i>First</i>	MMS + 4 Fixtures	24 months
	04-02			<i>Second & subsequent</i>	MMS + 8 Fixtures	
	05-01		Use of discriminatory, homophobic, racist, religious, ethnic or sexist language and/or gestures	<i>First</i>	MMS + 6 Fixtures	24 months
	05-02			<i>Second & subsequent</i>	MMS + 14 Fixtures	
	06-01		Threat of physical violence directed at or towards another person or their family or property	<i>First</i>	MMS + 8 Fixtures	24 months
	06-02			<i>Second & subsequent</i>	MMS + 16 Fixtures	
R7	01-01	Second caution or receiving two Temporary Dismissals in the same match	Second Yellow Card in a Match	<i>First</i>	MMS	MMS
	01-02			<i>Second & subsequent</i>	MMS	

¹ Where the Offence giving rise to the Red Card was committed against a Match Official, the applicable Minimum and Maximum Suspensions are those set out in Table B.

² A Suspension greater than the applicable Maximum Suspension may be imposed by the Executive or a Body only in Exceptional Circumstances that must be detailed in the Determination.

TABLE B: OFFENCES BY PARTICIPANTS AGAINST MATCH OFFICIALS*

OFFENCE CODE	OFFENCE DESCRIPTION	INCIDENCE	PARTICIPANT SANCTION	
			SUSPENSION (Minimum)	SUSPENSION (Maximum)
01-01	Fail to abide by or comply with a direction of a Match Official	<i>First</i>	MMS	24 months
01-02		<i>Second & subsequent</i>	MMS + 1 Fixture	
02-01	Disputing a decision of a Match Official, dissent or unsportsmanlike/unprofessional behaviour <i>[R6 for Players]</i>	<i>First</i>	MMS	24 months
02-02		<i>Second & subsequent</i>	MMS + 1 Fixture	
03-01	Using offensive, insulting or abusive language or gestures in frustration <i>[R6 for Players]</i>	<i>First</i>	MMS	24 months
03-02		<i>Second & subsequent</i>	MMS + 1 Fixture	
04-01	Use offensive, insulting or abusive language and/or gestures (isolated incident) <i>[R6 for Players]</i>	<i>First</i>	MMS + 2 Fixtures	24 months
04-02		<i>Second & subsequent</i>	MMS + 4 Fixtures	
05-01	Use offensive, insulting or abusive language and/or gestures (repeated and/or excessive conduct) <i>[R6 for Players]</i>	<i>First</i>	MMS + 4 Fixtures	24 months
05-02		<i>Second & subsequent</i>	MMS + 6 Fixtures	
06-01	Indecent gestures <i>[R6 for Players]</i>	<i>First</i>	MMS + 6 Fixtures	24 months
06-02		<i>Second & subsequent</i>	MMS + 10 Fixtures	
07-01	Provocation or incitement of hatred or violence <i>[R6 for Players]</i>	<i>First</i>	MMS + 8 Fixtures	24 months
07-02		<i>Second & subsequent</i>	MMS + 12 Fixtures	
08-01	Use of discriminatory, homophobic, racist, religious, ethnic or sexist language and/or gestures <i>[R6 for Players]</i>	<i>First</i>	MMS + 10 Fixtures	24 months
08-02		<i>Second & subsequent</i>	MMS + 12 Fixtures	
09-01	Threatening or intimidating language or conduct towards a Match Official <i>[R6 for Players]</i>	<i>First</i>	MMS + 11 Fixtures	24 months
09-02		<i>Second & subsequent</i>	MMS + 15 Fixtures	
10-01	Threat of physical violence towards a Match Official or his/her family or property <i>[R6 for Players]</i>	<i>First</i>	12 months	24 months
10-02		<i>Second & subsequent</i>	2 years	
11-01	Inappropriate contact with a Match Official <i>[R2 for Players]</i>	<i>First</i>	MMS + 1 Fixtures	24 months

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11-02		<i>Second & subsequent</i>	MMS + 2 Fixtures	
12-01	Pushing a Match Official	<i>First</i>	12 months	Life
12-02	[R2 for Players]	<i>Second & subsequent</i>	2 years	
13-01	Tripping a Match Official	<i>First</i>	12 months	Life
13-02	[R2 for Players]	<i>Second & subsequent</i>	2 years	
14-01	Striking a Match Official with a ball or other object	<i>First</i>	12 months	Life
14-02	[R2 for Players]	<i>Second & subsequent</i>	2 years	
15-01	Punching, kicking, elbowing or striking a Match Official	<i>First</i>	2 years	Life
15-02	[R2 for Players]	<i>Second & subsequent</i>	4 years	
16-01	Causing spittle to land on a Match Official (e.g. by “blowing a raspberry”)	<i>First</i>	6 months	Life
16-02	[R3 for Players]	<i>Second & subsequent</i>	12 months	
17-01	Spitting at or towards a Match Official	<i>First</i>	12 months	Life
17-02	[R3 for Players]	<i>Second & subsequent</i>	2 years	
18-01	Spitting on a Match Official	<i>First</i>	2 years	Life
18-02	[R3 for Players]	<i>Second & subsequent</i>	4 years	

* In respect of Players, Column 2 also references the relevant sending-off offences R1 to R6 under the FIFA Laws of the Game

¹ A Suspension greater than the applicable Maximum Suspension may be imposed by the Executive or a Body only in Exceptional Circumstances that must be detailed in the Determination.

TABLE C: OTHER OFFENCES BY PARTICIPANTS*

OFFENCE CODE	OFFENCE DESCRIPTION	INCIDENCE	PARTICIPANT SANCTION		CLUB SANCTION	
			SUSPENSION (Minimum)	SUSPENSION (Maximum)	FINE \$ (Minimum)	OTHER (Minimum)
01-01	Unauthorised entry onto the Field of Play	<i>First</i>	1 Fixture	24 months	Such penalty as the Board or the Tribunal determines (if any)	
01-02		<i>Second & subsequent</i>	2 Fixtures			
02-01	Failure to abide by or comply with a reasonable direction of an Official (other than a Match Official) or Football NSW employee or representative in relation to conduct and/or behaviour at a Match	<i>First</i>	1 Fixture	24 months	Such penalty as the Board or the Tribunal determines (if any)	
02-02		<i>Second & subsequent</i>	2 Fixtures			
03-01	Unsportsmanlike or unprofessional behaviour	<i>First</i>	2 Fixtures	24 months	Such penalty as the Board or the Tribunal determines (if any)	
03-02		<i>Second & subsequent</i>	4 Fixtures / 1 month			
04-01	Failure to provide a safe environment for Participants or to maintain public order at a Match	<i>First</i>	4 Fixtures / 1 month	24 months	\$500	Such penalty as the Board or the Tribunal determines (if any)

04-02		<i>Second & subsequent</i>	8 Fixtures / 2 months		\$1,000	Such penalty as the Board or the Tribunal determines (if any)
05-01	Failure to provide identifying details of an individual when reasonably requested to do so by a Match Official or Football NSW employee or representative	<i>First</i>	1 Fixture	24 months	\$500	Such penalty as the Board or the Tribunal determines (if any)
05-02		<i>Second & subsequent</i>	2 Fixtures		\$1,000	Such penalty as the Board or the Tribunal determines (if any)
06-01	Use offensive, insulting or abusive language and/or gestures (isolated incident)	<i>First</i>	2 Fixtures	24 months		Such penalty as the Board or the Tribunal determines (if any)
06-02		<i>Second & subsequent</i>	4 Fixtures / 1 month			
07-01	Use offensive, insulting or abusive language and/or gestures (repeated and/or excessive conduct)	<i>First</i>	4 Fixtures / 1 month	24 months		Such penalty as the Board or the Tribunal determines (if any)
07-02		<i>Second & subsequent</i>	8 Fixtures / 2 months			
08-01	Indecent gestures	<i>First</i>	4 Fixtures / 1 month	24 months		Such penalty as the Board or the Tribunal determines (if any)
08-02		<i>Second & subsequent</i>	8 Fixtures / 2 months			
09-01	Provocation or incitement of hatred or violence	<i>First</i>	8 Fixtures / 2 months	24 months		Such penalty as the Board or the Tribunal determines (if any)
09-02		<i>Second & subsequent</i>	12 Fixtures / 3 months			
10-01	Use of discriminatory, homophobic, racist, religious, ethnic or sexist language and/or gestures	<i>First</i>	8 Fixtures / 2 months	24 months	\$500	Such penalty as the Board or the Tribunal determines (if any)
10-02		<i>Second & subsequent</i>	12 Fixtures / 3 months		\$1,000	
11-01	Participating in a Melee (Grade 1) including Team Misconduct per Regulation D15.9	<i>First</i>	4 Fixtures / 1 month	24 months	\$500	Such penalty as the Board or the Tribunal determines (if any)
11-02		<i>Second & subsequent</i>	12 Fixtures / 3 months		\$1,000	
12-01	Instigator of a Melee (Grade 1) including Team Misconduct per Regulation D15.9	<i>First</i>	8 Fixtures / 2 months	24 months	\$1,000	Such penalty as the Board or the Tribunal determines (if any)
12-02		<i>Second & subsequent</i>	16 Fixtures / 4 months		\$2,000	
13-01	Participating in a Melee (Grade 2) including Team Misconduct per Regulation D15.9	<i>First</i>	12 Fixtures / 3 months	Life	\$1,000	Such penalty as the Board or the Tribunal determines (if any)
13-02		<i>Second & subsequent</i>	20 Fixtures / 5 months		\$2,000	
14-01	Instigator of a Melee (Grade 2) including Team Misconduct per Regulation D15.9	<i>First</i>	16 Fixtures / 4 months	Life	\$1,500	Loss of 3 competition points
14-02		<i>Second & subsequent</i>	32 Fixtures / 8 months		\$3,000	Loss of 6 competition points
15-01	Assault/striking	<i>First</i>	8 Fixtures / 2 months	Life	\$1,000	Such penalty as the Board or the

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15-02		<i>Second & subsequent</i>	16 Fixtures / 4 months		\$2,000	Tribunal determines (if any)
16-01	Violent conduct	<i>First</i>	12 Fixtures / 3 months	Life	\$1,000	Such penalty as the Board or the Tribunal determines (if any)
16-02		<i>Second & subsequent</i>	24 Fixtures / 6 months		\$2,000	
17-01	Serious violent conduct (including, but not limited to, spitting at or on a Player, Spectator, Club Official, Team Official or BDAFA employee or representative or Director)	<i>First</i>	12 months	Life	\$1,500	Loss of 3 competition points
17-02		<i>Second & subsequent</i>	2 years		\$3,000	Loss of 6 competition points
18-01	Damaging property/equipment	<i>First</i>	2 Fixtures	24 months	\$500	Cost of repair/replace property & equipment
18-02		<i>Second & subsequent</i>	8 Fixtures / 2 months		\$1,000	Cost of repair/replace property & equipment
19-01	Contempt against a Body	<i>First</i>	4 Fixtures / 1 month	5 years		Such penalty as the Board or the Tribunal determines (if any)
19-02		<i>Second & subsequent</i>	8 Fixtures / 2 months			
20-01	Breach of the prohibition on dual registration (as per article 5.11 of the FA National Registration, Status and Transfer Regulations)	<i>First</i>	8 Fixtures / 2 months	24 months	\$1,000	Loss of 3 competition points
20-02		<i>Second & subsequent</i>	12 Fixtures / 3 months		\$1,500	Loss of 6 competition points
21-01	Breach of Football NSW Rules and Regulations or FA National Registration, Status and Transfer Regulations relating to registration (other than dual registration) and/or competitions	<i>First</i>	Any penalty or sanction prescribed by the relevant rules and regulations and, if none, such penalty as the Executive or the Tribunal determines		Any penalty or sanction prescribed by the relevant rules and regulations and, if none, such penalty as the Executive or the Tribunal determines	
21-02		<i>Second & subsequent</i>				
22-01	Possessing a Prohibited Item at a Match, Fixture or Football NSW event	<i>First</i>	2 years	Life	\$1,000	N/A
22-02		<i>Second & subsequent</i>	5 years		\$5,000	Loss of 3 competition points
23-01	Throwing missiles including, but not limited to, on to the Field of Play or at other Spectators	<i>First</i>	2 years	Life	\$1,500	Loss of 3 competition points
23-02		<i>Second & subsequent</i>	5 years		\$3,000	Loss of 6 competition points
24-01	Not display, or attempt to display, within a stadium, venue, ground or centre any offensive or inappropriate banners (whether in English or a foreign language) or any other sign, flag, emblem or insignia which may vilify a person on the basis of their age, gender, gender identity and expression, sexual orientation, ability, race, colour, religion, language, politics, national or ethnic origin or which may offend or incite	<i>First</i>	2 years	Life	\$1,000	Loss of 3 competition points
24-02		<i>Second & subsequent</i>	5 years		\$2,000	Loss of 6 competition points

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	hatred or violence, as determined by Football NSW.					
25-01	Letting off incendiary device(s) or fire(s)	<i>First</i>	2 years	Life	Perpetrator successfully prosecuted = Warning Perpetrator not successfully prosecuted = \$500 fine	
25-02		<i>Second</i>	5 years		Perpetrator successfully prosecuted = \$500 fine Perpetrator not successfully prosecuted = \$1,000 fine	
25-03		<i>Third & subsequent</i>	5 years		Perpetrator successfully prosecuted = \$1,000 fine + loss of 3 competition points Perpetrator not successfully prosecuted = \$2,000 fine + loss of 3 competition points	
26-01	Group of Spectators uttering insulting words or sounds	<i>First</i>	6 months	5 years	\$1,000	N/A
26-02		<i>Second & subsequent</i>	12 months		\$2,000	N/A

OFFENCE CODE	OFFENCE DESCRIPTION	INCIDENCE	PARTICIPANT SANCTION		CLUB SANCTION	
			SUSPENSION <i>(Minimum)</i>	SUSPENSION <i>(Maximum)</i>	FINE \$ <i>(Minimum)</i>	OTHER <i>(Minimum)</i>
27-01	Breach of a Suspension, Notice of Suspension or Determination	<i>First</i>	Such penalty as the Board or the Tribunal determines but no less than what is prescribed in the BDAFA Regulations		Such penalty as the Board or the Tribunal determines	
27-02		<i>Second & subsequent</i>				
28-01	Betting, match-fixing or corruption (as per clause 2 of the FA National Code of Conduct and Ethics)	<i>First</i>	Such penalty as the Board or the Tribunal determines	Such penalty as the Board or the Tribunal determines	Such penalty as the Board or the Tribunal determines (if any)	
28-02		<i>Second & subsequent</i>				
29-01	Breach of the FNSW Privacy Policy, the FA Privacy Policy or any privacy policy applicable to a Member's collection, use and disclosure of personal information	<i>First</i>	Such penalty as the Board or the Tribunal determines	Such penalty as the Board or the Tribunal determines	Such penalty as the Board or the Tribunal determines (if any)	
29-02		<i>Second & subsequent</i>				
30-01	Bringing the game into disrepute as described in E3 Definitions	<i>First</i>	Such penalty as the Board or the Tribunal determines	Such penalty as the Board or the Tribunal determines	Such penalty as the Board or the Tribunal determines (if any)	
30-02		<i>Second & subsequent</i>				
31-01	Detrimental Public Comment (including Media and Social Media)	<i>First</i>	8 Fixtures / 2 months	Such penalty as the Board or the Tribunal determines	\$1,000	Such penalty as the Board or the Tribunal determines (if any)
31-02	Including but not limited to, comments that: i denigrate or criticise Football NSW (including any of its staff and Board), FA or any of their commercial partners; ii denigrate or criticise another Member, whether in relation to incidents that have occurred in a	<i>Second & subsequent</i>	16 Fixtures / 4 months		\$2,000	

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	<p>Match/Fixture or otherwise;</p> <p>iii denigrate or criticise a Participant by inappropriately commenting on any aspect of their performance, abilities or characteristics;</p> <p>iv refer to the likely outcome of a matter being investigated by BDAFA or a matter or hearing before a Body;</p> <p>v criticise the outcome of a Football NSW investigation;</p> <p>vi criticise the decision of a Body;</p> <p>vii criticise a Body or any of its members; or</p> <p>viii criticise any evidence, submission or other comment made by any person at or in relation to a matter or hearing before a Body</p>				
32-01	<p>Other action or behaviour in breach the FA National Code of Conduct and Ethics, the FA National Registration, Status and Transfer Regulations, the FA Spectator Code of Behaviour, the FA Integrity Framework and/or the FA Member Protection Framework not identified elsewhere in this Table</p>	<i>First</i>	<p>Such penalty as the Board or the Tribunal determines</p>	<p>Such penalty as the Board or the Tribunal determines</p>	<p>Such penalty as the Board or the Tribunal determines (if any)</p>
32-02		<i>Second & subsequent</i>			
33-01	<p>Threatening or intimidating language or conduct towards an individual</p>	<i>First</i>	MMS + 7 Fixtures	<p>24 months</p>	<p>Such penalty as the Board or the Tribunal determines (if any)</p>
33-02		<i>Second & subsequent</i>	MMS + 10 Fixtures		
34-01	<p>Threat of physical violence towards an individual or their family or property</p>	<i>First</i>	6 months	<p>24 months</p>	<p>Such penalty as the Board or the Tribunal determines (if any)</p>
34-02		<i>Second & subsequent</i>	12 months		
35-01	<p>Participant or Member failing to provide or providing false/misleading information to BDAFA or a Body</p>	<i>First</i>	<p>Such penalty as the Board or the Tribunal determines</p>	<p>Such penalty as the Board or the Tribunal determines</p>	<p>Such penalty as the Board or the Tribunal determines (if any)</p>
35-02		<i>Second & subsequent</i>			
36-01	<p>Interfering with, or delaying the restart of, play</p>	<i>First</i>	1 Fixture	<p>24 months</p>	<p>Such penalty as the Board or the Tribunal determines (if any)</p>
36-02		<i>Second & subsequent</i>	2 Fixtures		
37-01	<p>Failure to comply with Regulation D 15.5 of these Regulations (restrictions imposed on Participants after receiving a Red Card or being Expelled during a Match). Any sanction applied is in addition to the sanction issued in respect of the Red Card Offence or the Expulsion Offence.</p>	<i>First</i>	1 Fixture	<p>24 months</p>	<p>Such penalty as the Board or the Tribunal determines (if any)</p>
37-02		<i>Second & subsequent</i>	2 Fixtures		

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OFFENCE CODE	OFFENCE DESCRIPTION	INCIDENCE	PARTICIPANT SANCTION		CLUB SANCTION	
			SUSPENSION (Minimum)	SUSPENSION (Maximum)	FINE \$ (Minimum)	OTHER (Minimum)
38-01	Inappropriate goal celebration	First	5 Fixtures (if Red Card issued)	24 months	\$1,500	Such penalty as the Board or the Tribunal determines (if any)
38-02		Second & subsequent	8 Fixtures (if Red Card issued)	24 months	\$5,000	Such penalty as the Board or the Tribunal determines (if any)
39-01	Illegal Training Activities	First	Warning	24 months	Warning	
39-02		Second & subsequent	2 Fixtures		\$1,000 fine	

* The offences set out in Tables B and C are not intended to be exhaustive and the DC, GPT or AT may bring a relevant charge under these Regulations.

Table C sets out the Minimum and Maximum Sanctions that may be imposed by the DC, GPT or AT for the offences set out in that Table. The DC, GPT or AT may impose any of the other sanctions set out in Table D in addition to a Suspension or Sanction. For example, a Player who receives a four Fixture Suspension for using offensive, insulting, and/or abusive language and/or gestures towards a Match Official may also be required to successfully complete a referee's course and be required to officiate a number of Matches.

^A Member is presumed to have known that a person was a Match Official (regardless of that person's attire or regardless of whether that person identified themselves as a Match Official to the Member) unless that Member satisfies the Executive or Body, as the case may be, otherwise.

TABLE D: SANCTIONS IMPOSED BY A BODY OR THE BOARD

1. A warning, caution, or reprimand
2. A suspended sanction
3. A fine, bond or costs
4. A deduction or loss of competition points or a ban on accruing competition points for a specified period of time or number of Matches or Fixtures
5. A ban on the registration or transfer of Players for a specified period of time
6. A ban on registration of Participant with any Club for a specified period of time
7. replaying of a Match
8. termination of registration or playing contract
9. annulment of registration of a Participant
10. suspension from participation in a Match or Fixture
11. exclusion, suspension or expulsion from a Competition, Event, Tournament or Competition
12. a ban on playing in a particular stadium, venue, ground or centre
13. full or partial closure of a stadium, venue, ground or centre
14. order to play a Match without spectators or on neutral territory
15. annulment of the result of any Match or forfeiture of any Match

16. relegation to a lower division
17. the return of an award
18. a ban from the dressing rooms and/or the substitutes' bench
19. a ban from entering any stadium, venue, ground or centre
20. a ban on taking part in any or all Football Related Activity
21. the cost to BDAFA or of a Club of providing security at a stadium, venue, ground or centre for a specified period of time or number of Matches or Fixtures
22. the successful completion of a referee's course and/or the requirement to officiate a number of matches
23. the compulsory attendance at a course(s) of education or rehabilitation (for example, an anger management course)
24. the compulsory attendance at a course(s) of education or rehabilitation (for example, an anger management course)
25. such other disciplinary sanctions or measures as are appropriate in all the circumstances, including as prescribed in the FIFA Statutes, FA Rules and Regulations and Football NSW Rules and Regulations and BDAFA Regulations and/or the BDAFA Constitution.