



**BANKSTOWN**  
FOOTBALL

**Bankstown District Amateur  
Football Association**

**Regulations**

**2023**

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## PREFACE

These are the Regulations of the Bankstown District Amateur Football Association. These Regulations are made under Clause 35 of the BDAFA Constitution.

FNSW has granted BDAFA a mandate to be responsible for the organisation, promotion, and regulation of football in Bankstown.

If any part of these Regulations is void that part will be severable and will not affect the enforceability of the remaining Regulations. In the case of a Regulation being interpreted in more than one way, BDAFA reserves the right to determine which interpretation is valid. Any such interpretation is final and not subject to appeal.

The Board may formulate, issue, adopt, interpret, and amend the Regulations for the proper advancement, management, and administration of the Association by resolution(s) of the Board and, as such, issue Directives to Clubs for those purposes.

In as much as these Regulations require a delegation of power by BDAFA, that delegation is and will be held as having been given. As such, power is delegated by the Board to the Disciplinary Committee, General Purposes Tribunal, Appeals Tribunal, and the Office to perform such duties and functions required by these Regulations.

The Regulations are to be circulated to Clubs no later than December 31st of the current year being (i.e., year preceding the year of competition) and Clubs will be held responsible for notifying each member, Coach and Manager of their contents.

Clubs and their Members are bound by the Board's and the Office's implementation and Interpretation of these Regulations, and any policies adopted by the Board (including those on the BDAFA website). In this, the Board's view will override that of the Office.

Participants agree by registering with the Association that they will adhere to the Laws of the Game and any modifications made to those used by the Association.

Any Club, official or Team who fails to obey these Regulations, or relevant regulations of FNSW and FA), or a direction of The Board is liable to a fine, Suspension and/or expulsion.

Any capitalised terms used in these Regulations will have the meaning given to them in **Schedule E3**. References to *DRIBL* or its contents are in italics.

Any words following the words "includes" and "including" or words such as "for example" or "e.g.," are inclusive and not exhaustive.

Schedules form part of these Regulations.

The Board or a Body to which it has delegated authority may make Administrative Determinations as regards the interpretation and application of these Regulations. Where an Administrative Determination or other decision is made by the Office, it can be overruled by the Board.

*DRIBL* is used to electronically manage Competitions. Where *DRIBL* is not functioning, Teams will be required to complete all fields on the paper Team Sheet (or at a minimum a piece of paper with Player names, and corresponding shirt and FA Numbers).

## A.

### COMPETITION REGULATIONS

#### A1.

##### Structure of Competitions

###### A1.1

The Office will have control over all Matches in which its affiliated Clubs participate and will arrange Matches as it deems fit. These include but are not limited to (a) The Premiership.(b) Other organised Round Robins or Matches, including MiniRoos Football and Office approved Knockouts and/or Cups. (c) Office sanctioned Matches. These include trial and gala Matches for which Office approval has been given and Matches otherwise sanctioned by FNSW.(d) The Office may conduct such Matches (e.g., Seven-a-Side) by issuing variations to these Regulations; however, these Regulations will prevail if no variation exists.

###### A1.2

It will be mandatory for all Clubs to participate in all Premiership rounds and Finals Series in which they are eligible.

###### A1.3

Clubs must gain the Office's approval to hold Knockouts ("KO"s) and/or Gala Days. Applications must state the age group(s), the date of the event and alternate dates should the original day be postponed. Only one such KO/Gala Day of one age group may be held on the same weekend. Clubs participating in Club run KO's/Gala Days must give the Office **two weeks'** notice of their participation. Office organized Matches will take precedence over Club KOs or Club Gala Days.

###### A1.4

Clubs will promote the participation levels of females within their playing ranks. All Clubs are to set participation and retention targets and upon request from the Office be able to provide details of their strategies to achieve these targets.

#### A2.

##### MiniRoos Small Sided Football Non-Competitive) Regulations

MiniRoos Non-Competition Football will be played in the G06 to G11 age groups. FA Rules for MiniRoos for the current playing year must be followed.

MiniRoos goal posts must conform to Australian Standards and be secured safely to the grounds.

#### A3.

##### Premiership Format

###### A3.1

Teams from G12 to G45 will participate in the competition in their respective age groups & divisions. This competition will be held on a home and away basis where possible. However, the

Office may re-arrange any competition in any format should difficult circumstances occur. Such changes to formats may include but are not limited to Fixtures not being played, Teams being re-graded, divisions split or combined, points scores being averaged when Teams have not played an equal number of Matches and the changing of the Finals Series format.

### A3.2

Every effort will be taken to play Matches washed out due to bad weather and deferments within **three Rounds** of the original Fixture. In cases where the washed out or deferred Matches cannot be re-scheduled the full Round may be cancelled in situations where less than **fifty percent** of Matches in a competition were completed. Where a Round is cancelled all points and goals for any Matches played in the Round are not counted, other than as per **Regulation A3.5i**.

Matches from Rounds not fully washed-out, and any Matches which are subject of Grievances & Disputes investigations may be exempt from this rule at the discretion of the Office.

### A3.3

Where necessary competition Matches (including Ladies) may be scheduled, re-scheduled and played on Sundays or midweek at the discretion of the Office.

### A3.4

Ladies' Competitions will be generally played on Sundays.

### A3.5

Points for each competition Match will be awarded as follows:

- a) **A win** - three points to the winning Team.
- b) **A draw** – one point to each Team.
- c) **A loss** - no points to the losing Team.
- d) **A bye** - no points.
- e) **A forfeit** – three points and three “goals for” to the winning Team, no points and three “goals against” to the losing Team. However, if a Team is winning by more than three goals when their opponent forfeits, they will be deemed to have won by forfeit by the winning margin to nil (e.g., if winning 7-2 at the time of forfeit result will be Win by Forfeit 5-nil).
- f) **An Administrative Determination regarding ineligibility** as per **Regulation B10**  
– a fine and three points and three “goals for” to the winning Team, no points and three “goals against” to the losing Team and as otherwise mentioned in “Forfeit” above.
- g) **An abandoned Match subject to the GPT or DC** is to be determined by the DC or GPT.
- h) **An abandoned Match not subject to GPT or DC** is to be determined by an Administrative Determination.
- i) **Washed out Rounds in Competitions with a Bye** – one point to each Team scheduled to play.

j) **Washed out Rounds in Competitions without a Bye** –no points.

### A3.6

If a Team withdraws or is suspended from the competition by GPT, DC, AT or Board, points awarded to that Team's opponents and goals scored and conceded by that Team will remain if all Teams have played each other at least once. All subsequent Rounds become a bye. If a Team withdraws or is suspended from the competition by the GPT, DC, AT, or Board prior to all Teams playing each other once, all points, and goals for and against will be wiped clean for the Teams who have played the removed Team. Those Fixtures and all subsequent Rounds become a bye.

### A3.7

#### **Rankings for Finals Series.**

If Teams have not played an equal number of Matches for which the Office considers there to be a result, the Office will calculate a table based on average competition points scored and average goals for and goals against.

The Team in each competition will be Ranked as follows:

- In order of average competition points – Highest to Lowest.
- Where Teams finish on equal average competition points, their respective **places will be decided on their results against the other Team or Teams on the same points:**
- Firstly, on highest to lowest competition points earned against such Team or Teams, and if still equal,
- then on highest to lowest goal difference in those Matches between the Teams and if still equal,
- then on highest to lowest goal difference in all Fixtures in the competition. And if still equal a Play-Off as below.
- Goal difference is calculated by subtracting the number of goals against from the number of goals for.
- Then if the Teams are still equal the Office will schedule a playoff between the Teams involved. Should there be more than two Teams involved the playoff will be in the form of a KO with the name of Teams drawn by lots or similar on a first drawn to play basis. Where this occurs in MPL Reserve Grade Player eligibility to play will be the same as that detailed in **Regulation A11.4b)**.
- Play offs are to be played on a neutral venue and under the same conditions as in a Final Series Match in **Regulations A3.9 and A3.11** below.

### A3.8

Once the Office has determined all Rounds to have been played the highest ranked Team per Grade will be declared the Minor Premiers, and there will be a Finals Series among the top four Teams within that age division.

### A3.9

All Finals Series Matches must have an Official Referee appointed by the Office.

### A3.10

The format for the Finals Series Rounds will be:

Round A Semi Final 1: The highest Ranked Team versus the 2nd Ranked Team.

Round B Semi Final 2: The 3rd Ranked Team verses the 4th Ranked Team.

Round C Final: Loser of Round A versus Winner of Round B.

Round D Grand Final: Winner of Round A 1 versus Winner of Round C.

The winner of Round D Grand Final will be declared Premiers.

The format of the above may change at the Office's discretion. The location of the above Rounds will be at the Office's discretion. There is no requirement for home games to be awarded based on Team Rankings..

### A3.11

In the Final Series, normal playing time plus stoppage time must be played.

Extra time will be played if the score in goals is equal at the end of this normal playing time, excepting in G45 and G30 Ladies. Extra time, unless varied by the Office, will be:

**G12 = ten minutes** each way.

**G13 and Older excepting G45 =fifteen minutes** each way.

**G45 and G30 Ladies** = no extra time, straight to "kicks from the penalty mark".

When extra time is completed the Team with the higher goals scored is the winner.

If the Match is still a draw at this time kicks will be taken from the penalty mark in accordance with "Procedures to determine the winner of a Match" in the Laws of the Game.

### A3.12

Apart from of AAM and AAW, the Minor Premiers of Division 1 in applicable age groups will represent the Association in FNSW's Champion of Champions. The minor Premiers of MPL1 and WPL (or AA Ladies 1 when WPL does not exist) will represent their respective Competitions.

Where a Team is in a combined competition with another Association, the highest ranked BDAFA Team prior to the Final Series will represent the Association in the Champion of Champions. If the Minor Premiers are unable to fulfil this commitment, or they are deemed by the Judiciary to be unsuitable due to a poor disciplinary record, the Office may nominate another Team in the current Season in any FNSW or FA sanctioned competitions.

### A3.13

#### **Champion Club**

There will be an award for the Champion Club based on Premiership points. A club must have had at least **seven competitive Teams**. The tally of Premiership points of all these Teams is then divided by the number of Fixtures played to produce a Club Championship score. The Club with the highest score will be awarded the Club Championship. The Office will calculate the score and may take the score to such decimal places as is required to determine the Champion Club.

## A4.

### Eligibility For Premiership Finals Series (Except MPL)

Players must have played in and been registered in at least **four Fixtures** for their Team during the Premiership Rounds. Players who are not noted on the Match Sheet **four times** will not be eligible for the Finals Series.

Only Players registered in that Team are eligible to play in the Finals Series.

The Office will provide each Team with a list of Players eligible for the Finals Series.

Where an ineligible Player or Players play in the Finals Series the offending Team will be deemed to have forfeited the Fixture. If both Teams use an ineligible Player or Players, the Office will determine if the Match is to be replayed or how the winner, if any, is to be determined.

## A5.

### Promotion and Relegation (Except MPL)

#### A5.1

Subject to the Grading Sub Committees' discretion, apart from the Division 1 Competitions, the Minor Premiers be promoted up one division for the next Season, and the Team finishing last in the competition will be relegated for the next Season.

#### A5.2

All Age. G35 and G45 Teams will be assigned into divisions based on their overall ranking in "Proposed Grading" listing from the previous Season even if this overrides **Regulation A5.1.**

## A6.

### Forfeits & Deferments

#### A6.1

Clubs must advise the Office via DRIBL and email at least **forty-eight hours prior** to the scheduled kick-off that a Team intends to forfeit. Irrespective of the date of advice, the Office will advise the opposing Club and the Appointed Referee(s).

#### A6.2

A breach of **Regulation A6.1** will incur a fine and the offending Team will be responsible for the total cost of referee fees where the Office appointed them. Where a Team forfeits twice the fine will be doubled.

#### A6.3

If a Team **forfeits twice** during the Premiership, they will be required to provide a submission to the Office as to why they should not be removed from the competition.

#### A6.4

If a Team forfeits and the Office decides they gained an advantage over the other Teams in the competition, the forfeited Match may be rescheduled. The Office will penalise the offending Club with a fine in addition to a loss of **six competition points** for attempting this ploy.

#### A6.5

Clubs must notify the Office of any discrepancies found in the draw. Clubs have **one week** to apply for a deferment after the issue of the Season calendar for a particular stand-alone Match.

Only **one deferment per Team** will be considered each Season unless a Season calendar has not been issued **or** the reason for the deferment could not have been foreseen within a week of the issue of the Season calendar.

Deferment and non-deferment requests and replies are to be submitted to the Office by the Club Secretary of both Teams involved. If such deferred Fixtures later become “washed out” or called off for any other reason they will not be rescheduled except for deferments as per the paragraph immediately below regarding outside matches. Washed out Fixtures will receive no points.

Deferments may be granted for Teams that play in outside Matches (e.g., FNSW and FA Fixtures), if sanctioned by the Office. These deferments will be at the discretion of the Office.

#### A6.6

Teams will be deemed to have forfeited a Match when:

- a) They fail to fulfil an engagement to play a Match on the appointed date, time, or venue.
- b) They are not dressed ready to play, refuse or fail to begin a Match within **ten minutes** of the scheduled kick-off time.
- c) They field less than **seven** of their registered Players at the start of or any point in a Match.
- d) They field or list on a Match Sheet an ineligible Player or an Ineligible RTO who does not comply with the terms of their Suspension.
- e) Any other scenario within these Regulations that stipulates a forfeit of the Match.

### **A7.**

#### **Playing In a Higher Age Group or Division**

##### A7.1

Except in the Finals Series for the Premiership or as otherwise directed by the Board, Teams are allowed to use Players registered with their Club from their lower divisions of the same age or from all divisions of younger age groups.

Players cannot play in Competitions more than **two years** above their date of birth age prior approval from the Office. Written consent from the Player's parents will be a requirement for approval. *DRIBL* will not permit Players to be selected for a Match where Office approval has not been granted.

The **G30 Ladies, G35 and G45** are allowed to use Players from a lower division of the same age group. G35 are also allowed to use Players from their G45. G45 are allowed to use Players from their lower G45 division Team(s).

#### A7.2

MiniRoos Teams may draw from any Team of the same or lower age group within their Club.

#### A7.3

Where a Player **plays in any Team**, their name and number must be shown in *DRIBL* under Match Sheet. This includes where MiniRoos Players play in Competition Grades. Failure to do so correctly in any Competition Grade will result in the Player being deemed ineligible.

#### A7.4

Players may play in a higher age group or division, throughout the regular Season subject to:

- a) No more than **five Players** can play in a higher age group or division in a single Match.
- b) G17 to G21 Players can play up to a higher division in their age (e.g., G17/2 in G17/1) or older age division (e.g., G17 in G21 or AAM), subject to having attained the **age of seventeen** or having obtained Office permission. G17 to G21 cannot play in G35 or G45.
- c) G35 Players can play in AAM or MPL.
- d) G45 can play in G35, AAM or MPL.

No Players in a Team should be left out of the Team for a Match for Players to participate under **Regulations A7.1 or A7.4**. Any Team that has been deemed by the Office to have done so will forfeit the Match and otherwise fined under the Regulations.

#### A7.5

If a club has more than **two Teams** in the same competitive Age/Grade (excluding MPL) Players can only play in the Team in which they are registered in that **same Age/Grade** or play up as per **Regulation A7**.

### **A8.**

#### **Grades 17 to 21**

At the Grading Committee's and thereafter the Office's discretion, the G17 to G21 Competitions will be played prior to their club's MPL where possible.

### **A9.**

#### **Men's Premier League ("MPL")**

##### A9.1

#### **MPL Competitions**

The Premiership for MPL will include up to two squad based All Age Competitions. These will be called Men's Premier League 1st Division ("MPL1") and Men's Premier League 2nd Division

("MPL2"). MPL2 will only be played if **six or more Clubs** nominate for MPL2. MPL will adhere to these Regulations unless they are varied for MPL by the Office.

Each MPL squad will have a First Grade Team and a Reserve Grade Team.

## A9.2

### **MPL Licences**

#### MPL Full Licences

Every affiliated Club will have the right to submit a nomination for one full licence MPL squad providing they meet the MPL Nomination requirements. This squad will be graded into either MPL1 or MPL2. No Club can nominate more than one full licence MPL squad

#### Concessional Licences

The Office may issue a one-year concessional licence for Clubs that almost comply with the MPL nomination requirements.

#### Associate Licences

The Office may issue a one-year associate licence to Clubs wanting to enter a second MPL Squad into the MPL2 competition.

## A9.3

### **MPL Nominations**

Nominations for the Premiership Season must be submitted to the Office by 1<sup>st</sup> December of the year preceding the year of competition.

To be eligible to submit a nomination of a MPL squad the Club must not be in Financial Default to BDAFA and must have had at least **one hundred and ten** registered, active, and fully paid playing Players as of 30 June of the previous Season.

If a nomination is accepted by the Office, an invoice for the MPL entry fee will be issued. If a Club withdraws its MPL Squad once the Office has accepted their MPL Entry fee will be forfeited. The Board may impose this loss of fee and/or impose the fine or other penalty mentioned in **Regulation B9.**

The Board may refuse a Club's nomination if the Club nominating withdrew from MPL after the competition draw had been released in a previous Season. The Board will determine the number of years the club will be excluded from nominating for MPL and/or any other fines or penalties.

The Board may also refuse a Club's nomination for MPL if that Club's behaviour does not meet the expectations of the Board.

## A9.4

### **Registration Requirements**

Squad registrations must be submitted by the date advised by the Office and must consist of not less than **twenty-five Players**.

A9.5**Competition Structure**

The table below outlines the Competition Structure.

<b>Number of Eligible Clubs Nominated</b>	<b>Comp Structure</b>	<b>Promotion/Relegation</b>
12 or less Clubs	1 Competition with nominated Clubs.	<input type="checkbox"/> No promotion or relegation based on previous Season.
13 to 15 Clubs	1 Competition of 12 Clubs. No MPL2.	<input type="checkbox"/> 12 Clubs selected based on the previous year's MPL Standing Score. <input type="checkbox"/> If the Club eligible for relegation has applied, and the Team which was the highest-ranking Team outside of MPL also applies the last place from previous Season in the MPL is relegated & the Club who was the highest-ranking Team outside of MPL is promoted to MPL. <input type="checkbox"/> Should the highest-ranking Club in the competition below not nominate or is already represented in the MPL, applicants will be able to participate in a "MPL Play-Off".
16 to 20 Clubs	1 Competition of 10 Clubs. (MPL1) 1 Competition of 6 to 10 Clubs (MPL2)	<input type="checkbox"/> The MPL1 Competition will be made up of 10 highest ranking Clubs based on the previous year's MPL Standing Score. <input type="checkbox"/> The remaining eligible Clubs will then participate in the MPL2 Competition.

The Office may alter the number of Clubs in MPL1 & MPL2 in order that a viable competition be conducted. This may include increasing or decreasing the number of Clubs in any competition.

**A10.****MPL Promotion and Relegation**A10.1

A Club's inclusion in a MPL Competition in the current Season does not automatically guarantee their inclusion a MPL Competition in the following Season.

A10.2

The standings of both First and Reserve Grade Teams in both MPL Division/s will be taken into consideration for the implementation of promotion and relegation. A combined "MPL Standing Score" will be calculated being:

The Reserve Grade competition points plus double the First Grade competition points.

If Teams in First Grade and Reserve have not played an equal number of Matches for which the Office considers there to be a result, **Regulation A3.7** will be applied to each Grade.

#### A10.3

Should any of the “MPL Standing Scores” be equal the Squad’s Goal Difference will be calculated using the same formula.

#### A10.4

Where a squad is ineligible as per **Regulation A9.3** or cannot otherwise continue in MPL1, their place will firstly be offered to eligible Clubs.

#### A10.5

If a club withdraws from the MPL competition, they will be deemed to not have an MPL Standing Score and will not be eligible to participate in the MPL Play-Off. They will be subject to **Regulation A9.3** regarding them being excluded from nominating for MPL. If they are not excluded from nominating, they may apply for MPL as outlined in these Regulations but will only be eligible if a vacancy exists among the MPL Squads with an MPL Standing Score.

#### A10.6

### **MPL Play-Off**

A Play-Off with the Clubs who are Eligible and have nominated will be conducted as soon as possible after the nomination deadline.

This will consist of only **one Team** representing the Club in a Knockout Competition. If more than **two Clubs** apply, a multiple Club Knockout competition (“KO”) will be drawn.

A Club must have a minimum of **eleven Players** in the Match Day Squad for the KO whose final registration was with their Club for the previous Season. Should a Team not be able to field a Team which meets this regulation, that Team will not be eligible to participate in the KO.

Any special regulations applicable for the KO will be provided by the Office prior to the KO.

The Winner of the KO will be placed in the MPL Competition.

## **A11.**

### **Other Regulations Specific to MPL**

#### A11.1

**Matches** will be played on a home and away draw allocated by the Office, subject to availability of grounds and Referees.

#### A11.2

### **Split Rounds**

If a Round is split so that the First and Reserve Grade Teams of the same squad do not play on the same day, the Office will decide on the eligibility of Players for the Reserve Grade Match. If the Office believes a squad has not played its regular Reserve Grade Team for that Match, they will fine the offending Club and re-determine the result of the Match.

### A11.3

**MPL Finals Series Matches** will be played on any City of Canterbury-Bankstown Council grounds deemed suitable by the Office.

### A11.4

#### **MPL Finals Player Eligibility**

- a) To be eligible to play all MPL Players must have played in a minimum of **four separate Rounds** of the MPL competition. Please note that MPL First and Reserve grade Matches in the same Round count as one Round.
- b) Where a Club is not playing in the same Round of the Finals Series in both Reserve Grade and First Grade, to be eligible to play in Reserve Grade semis and finals, a Player must have:
  - Played for Reserve Grade a minimum of **four competition fixtures**.
  - Excepting goalkeepers, played more than or an equal number of Reserve Grade Fixtures than First Grade Fixtures.
  - However, a MPL Keeper is eligible to play in Reserve Grade finals (only as a keeper) if they have played in an equal number of First and Reserve Grade Fixtures.
- c) Where a Club is represented in both Reserve and First Grade Finals Series Rounds that are being played on the same day, the following is to apply:
  - Players from that squad will be able to play in either Reserve or First Grade Finals Series Rounds on that day.
  - However, if a Reserve Grade Finals Series Rounds Fixture is to be played or replayed on a different day to First Grade, **Regulation A11.4 b)** will be applied.
- d) Where a Club is represented in both Reserve and First Grade in Final Series Rounds, and the First Grade side is eliminated from further competition then **Regulation A11.4 b)** will come into force.
- e) If a squad can submit written evidence to the Office that the regular goalkeeper for Reserve Grade is unavailable for the Final Series Rounds, that squad can apply to the Office for permission to play a substitute keeper from their registered players who may be ineligible through **Regulation A11.4 b)**.

### A11.5

#### **Squad treated as one**

A squad will mean First Grade and Reserve Grade treated as one. If one Team in the squad is found guilty of a breach of the Regulations, the penalties will apply to both Teams in the squad.

For clarity, if a Team forfeits or is found by the Judiciary to have caused the abandonment of a Match it will be deemed that they forfeited or caused the abandonment of both the First Grade and Reserve Grade Fixtures.

## A12.

### MPL Suspensions

MPL Suspensions will be served as Rounds rather than as Matches. A Round is a set of First and Reserve Grade Fixtures on the same day or as otherwise deemed by the Judiciary or the Office on the Judiciary's behalf. If Suspensions are to be served during the Final Series where a Club is not represented in both Reserve and 1st Grade, a Player may serve their Suspension as Matches rather than Rounds, provided they are eligible per **Regulation A11.4.**

## A13.

### Club Financial Status / Financial Default

#### A13.1

A Club will be in Financial Default if it is deemed by the Office that the Club has not settled an invoice or statement within a time as specified by the Office and/or these Regulations **or** has not provided the Office with an explanation acceptable to the Office as to why such invoice **or** statement has not been settled within such specified time or has been declared as being in Financial Default by the Board

#### A13.2

A Club is in Financial Default until the Office deems that the Club is not.

#### A13.3

If a Club is in Financial Default having not settled a balance by more than **thirty days** but less than or equal to **sixty days** from the invoice or statement date:

- during the Premiership, excluding the Finals Series, the Club, may play and will not be entitled to any points from any Match. For the purposes of the Competition points mentioned in **Regulation A3.5** all Fixtures played will be deemed to be a three-nil loss to their Teams and a three-nil win to their opposing Teams.
- during the Premiership the Finals series, the Club will be deemed to have forfeited all Matches. The Office will decide if the Teams of that Club are to be replaced by eligible Teams of other clubs in the Finals Series.
- the Club will not be permitted to participate in any other Fixtures, e.g., State Cups

#### A13.4

A Club in Financial Default by more than **sixty days** from date of issue of the Default Notice:

- during the Premiership, excluding the Finals series, the Office may suspend or expel the Club from participating in any current or future competition. For the purposes of the Competition points mentioned in **Regulation A3.5**, all Fixtures they would have played in had they not

been in Financial Default will be deemed to be a three-nil loss to their Teams and a three-nil win to their opposing Teams.

- during the Finals Series, the Club will be deemed to have forfeited all Matches while in Financial Default. The Office will decide if the Teams of that Club are to be replaced by Teams of other clubs in the Finals Series.
- The Club may not participate in Fixtures or events as determined by the Office.
- The Club may be subject to such other sanctions or penalties imposed on it as the Board may determine.

#### A13.5

BDAFA and/or the Office do not accept cash or cheques as forms of settlement.

### A14

#### Injury Replacement on Abandoned Fixture

Where a Match is not completed on the one day where a major injury occurs that stops play, the Office will determine if the remainder of the Match is to be played. Where the Player whose injury caused the Suspension is still be injured, the Team may replace such Player or Players with an eligible Player or Players. To do so the Player's club must provide the Office with evidence acceptable to them from a medical practitioner or physiotherapist that there is an ongoing injury which occurred at the abandoned Match that would prevent them playing.

## B. REGISTRATION REGULATIONS

### B1.

#### Registration Method

##### B1.1

Registration Identification ("ID") will be online using *DRIBL*.

##### B1.2

All Players and Registered Team Officials, and volunteers must be registered via *DRIBL* and must complete truthfully all sections of that registration process (e.g., a Player's previous club and/or country). It is the responsibility of the Player's Club to ensure these have been completed accurately. The registration of a Player or RTO with a Club is effective from the date the individual is correctly mapped into a Team in *DRIBL*.

##### B1.3

All Players and RTOs must be mapped in *DRIBL* and have a Registration ID before they are eligible to participate in Office-sanctioned Matches. Identification will be digitally online using *DRIBL*. Should identification of Participants be in question at a Match, the Match should be played under protest.

##### B1.4

Players may only be registered with one Team in one Club, at one time, except

- women who have already passed their 30th birthday may register in Over 30s may also register in an All Age Ladies Team that belongs to the same Club.
- Female Players can register and participate in G11 to G18 Mixed and Ladies Competitions in the same Club to assist with the development of women's football.

### B1.5

Participants who are registered in more than one role, such as a Player who also Coaches or Manages, must have one registration ID for each role. Each Participant must only have one FA or *DRIBL* number and must advise the Office if they have more than one number.

### B1.6

New registrations must be submitted electronically to the Office by five o'clock on a Monday to receive a Registration ID by Thursday in the same week. All registrations lodged after this time will be processed in the following week.

### B1.7

The Office will:

Verify that all registration details for each Club are complete, including age eligibility. (Refer to **Regulation B10.2**).

Withhold registration where the Club has not completed the registration record and/or made the Participant Active in the Registration System.

Withhold registration where proof of age or identity, or a clearance, is required but has not been provided.

Not map a player into a team in *DRIBL* where a Participant is otherwise ineligible to participate.

Provide the Club with a report showing any Registration IDs withheld including an explanation.

## **B2.**

### **Identity Management**

#### B2.1

All new Players and RTOs must provide proof of identity and age, by producing an original birth certificate, passport, or driver's licence.

#### B2.2

It is the responsibility of Clubs to manage and retain proof of identity and age, and clearances, of their Participants.

#### B2.3

All Registration IDs must include an appropriate head and shoulders photograph of the Participant. The photo must not be older than **two years** for junior Players, and not more than

**five years** old for senior Players. Regardless of the age of the photograph, the Participant must be clearly identifiable. Significant changes to appearance may require a new photograph at the Office's discretion and/or direction. Clubs may be fined for using photos that would not readily identify the Participant at a Match.

#### B2.4

All Players who were last registered outside of the Association must provide a clearance letter or its equivalent from their most recent Club or Association.

#### B2.5

All Players and RTOs must have a Registration ID ("ID"). All RTOs must display their ID using a lanyard or other method of display during a Match in which that ID applies. Such IDs must be easily distinguished by Match Officials, or Ground Marshals.

#### B2.6

To have their registration approved by the Office, any Player required to wear spectacles while playing must provide:

- a letter from an Optometrist or Doctor stating the requirement.
- evidence from the Optometrist or Doctor that the spectacles to be used are sports safety glasses (i.e., without glass lenses).
- a photograph of the Player wearing the sports safety glasses to be used on the Registration ID.

### **B3.**

#### **Player Transfers**

**Clubs must apply** for Internal and Inter-Club Player Transfers using the approved **Transfer Form**. All such transfers must be approved by the Office.

External Transfers for Players **coming into the Association** are treated as new registrations. Normal identity and clearance requirements apply.

External Transfers for Players **leaving the Association** are treated as if the Player was applying to deregister.

Where a Team is **disbanded or withdrawn** from the competition, all transfers of Players in that Team will require Office approval.

### **B4.**

#### **Player Deregistration**

A Player may initiate their intention to deregister from their Club. The Club will notify the Office on BDAFA's Post Registration Form.

A Club may initiate the deregistration of a Player where the player has not initiated the deregistration and must advise the player that they are being deregistered.

The deregistration is effective: (a) When the Office complete the de-registration, or (b) **Five Business Days** from the date the deregistration was requested unless a Grievance has been initiated by the Judiciary or Office.

Any disputes relating to Player deregistration will be settled by an Administrative Determination.

## B5.

### Registration of RTOs – Working With Children Check (“WWWC”)

All RTOs must provide their Club with details of their current WWCC. All Clubs must verify the WWCC details provided to them using the WWCC website and their Employer Login. Clubs must retain these details with the proof of identity documents provided by new registrations.

At least one RTO for each Team must be older than **eighteen years old**.

## B6.

### Important Dates

In the absence of any other instruction(s) from the Office, Registrations must be completed by each year to be eligible to participate in the first Round of the current Season.

Players may not register, or transfer into or within the Association, for the current Season, without exception, after **30th June** each year.

## B7.

### Grading Sub-Committee

The Office will form a Grading Sub-Committee (“GSC”) in each Season. The GSC will comprise at least **five Members**. The Board will appoint a Chair of the GSC. No more than **two Directors** may be appointed to the GSC. No **two Members** of the GSC may be from the same Club, including where a person is also a Director.

The mandate of the GSC is to place Teams into appropriate divisions, based on each Team’s playing history and make-up in the current Season. The GSC may place a Team into any division of an age group in which that Team is eligible to play.

Other than All Age (subject to an overall Team ranking system), no Team will be placed into a higher age group without the consent of that Team’s Club.

## B8.

### Grading Process

#### B8.1

The Office will provide a grading proposal prior to registrations being declared open each year by the Association. This “Proposed Grading” report will show the division that each Team will be placed into for the next Season – subject to the same Clubs and Teams being nominated. Senior Age Divisions will be assigned as per the published ranking lists contained in the proposed grading issue at the end of the previous Season with the aim to have 8 Team divisions.

**B8.2**

By 7th March (or date advised by the Office) of the current Season, each Club must have nominated its Teams in the Registration System.

**B8.3**

For G12 and above except MPL, all Teams must have a **minimum of ten Players** nominated; in MPL the minimum is **twenty-five Players**.

**B8.4**

For G11 and younger, each Team must nominate at least as many Players as take the field in that age group. For example, a G7 Team must nominate a minimum of **four Players** for grading purposes.

**B8.5**

Players listed on the Grading sheet must be the same Players as on the Registration sheet. Once a Player has been listed on a Grading sheet, they cannot move to another Team without the GSC's or, on their behalf, the Office's approval.

**B8.6**

The GSC will present the Grading results to the Office for publication within **three days** of the date set in **Regulation B8.2** of the current Season.

**B8.7**

The Office will monitor the performance of Teams throughout the Season and at its sole discretion make alterations or regrades or alter the competition structure.

**B8.8**

The Office may organise Gala Days for the purpose of Grading Teams.

**B9.****Team Withdrawals**

Any Club who withdraws a Team after the draw has been published is accountable to the Office and may incur a fine or other penalty.

**B10.****Eligibility and Ineligibility of Players and RTOs****B10.1**

An eligible Player or RTO is one that meets all registration requirements within these Regulations and is not ineligible according to these Regulations.

Clubs must not field or list ineligible Participants, including individuals playing under false or assumed identities, in any Match.

Any Club which fields or lists ineligible Participants will be deemed to have committed Misconduct. Breaches will be subject to Administrative Determinations by the Office. However, the Office may, in its absolute discretion, refer the matter to the GPT.

### B10.2

Ineligible Participants (being Players and RTOs) and persons include (but, at the Office's discretion, are not limited to):

- a) Unregistered Participants as described in **Regulation B1.2**.
- b) Suspended Players.
- c) A Player or Participant not listed on the Match Sheet.
- d) A Player or Participant deemed to be a Defaulter.
- e) A Player who is outside of the eligible age group in which the Player is registered or participating other than those correctly playing a higher age group or division as per **Regulation A7**.
- f) Players/Teams in breach of **Regulation A7** Playing in A Higher Age Group or Division.
- g) A person playing under the name of another person.
- h) A Participant who cannot provide their valid Registration ID for inspection by the opposing Team prior to or during the Match.
- i) A Participant who has been sent from the field of play and/or is cited to appear before a disciplinary Body but is yet to appear before them (excepting those granted written permission from the Judiciary to participate).

Further:

Clubs will not permit ineligible Players or RTOs to participate in Match Day Activities without the approval of the Office.

Separate Regulations apply as regards Eligibility in Finals.

Administrative Determinations in relation to Player and/or RTO ineligibility are final and not subject to appeal.

## **B11.**

### **Age Eligibility**

#### B11.1

In G6 to G21 inclusive, a Player's eligible age is determined by the age they attain in the current calendar year.

#### B11.2

In G6 to G19 inclusive, a Player may not register or participate in an age group which is more than **two years** above the age they attain in the current calendar year. Exceptions may be made

on a case-by-case basis at the discretion of the Office. The Office will check for any non-compliance and may issue fines regarding underage or overage Players assigned to Teams.

### B11.3

In age groups where a **minimum age** is required, that age must have been attained by December 31<sup>st</sup> of the year preceding the current Season.

In G19 to G21 and older Competitions, including MPL and WPL, Players must have already passed their 17th birthday by December 31<sup>st</sup> of the year preceding the current Season to being eligible to register and play. Exceptions may be made on a case-by-case basis at the discretion of the Office.

## C. LOCAL REGULATIONS

### C1.

#### Players Equipment & Uniform

##### Team Uniforms

All Players in all Matches must wear shorts, socks and shirts in their Club's registered colours and comply with the current Laws of the Game. Except for goalkeepers, each member of a Team must wear the same design of their Club's strip. Non-compliance will incur fines per Player at the discretion of the Office.

Each Club will register their colours for all Teams (i.e., shirts, shorts, and socks) and provide photographs of all Club strips in conjunction with their annual affiliation.

If a Club wishes to change the style / colour of their playing or alternate strip, that Club will supply a sample uniform (or colour image) to the Office for approval. If approval is given, the Club will supply the Office with a photograph of all changed uniforms.

Undergarments and Headwear worn by Players are to conform with the current Laws of the Game.

##### Teams with similar colours

When the shirt colours of the two Teams are similar in the opinion of the Referee, the Home Team listed in *DRIBL* will change. The Office may override this at their discretion.

##### Shirt Numbering

Excepting goalkeepers, Team Shirts must be numbered in all competitive Grades. The shirt number will be correctly noted in *DRIBL*. The starting goalkeeper will be marked as such within *DRIBL*.

##### Medical Alert Band

A Player who suffers from a condition (i.e., puffer for asthma or the like) that may require more urgent attention when becoming injured on the field should wear a yellow sweatband to notify the referee of that condition. The referee should be advised at the start of the Match.

##### Captain's Armband

In all Competitions the Team captain must be identified by wearing a distinguishing armband.

## C2.

### The Ball

In all Matches each Team must have at least one ball available for Match play.

The referee will decide as to the fitness of the ball, which must not be dangerous and must meet the following size requirements:

No. 3 size not less than 23"/58.5cm nor more than 24"/61cm for G06 to G09.

No. 4 size not less than 25"/63.5cm nor more than 26"/66cm for G10 to G13.

No. 5 size not less than 27"/68cm nor more than 28"/72cm for G14 and older.

## C3.

### Duration Of Matches

**Normal Playing time** will be:

G06 to G9 = 10 minutes each way.

G10 to G12 = 25 minutes each way

G13 to G14 = 30 minutes each way

G15 to G16 = 35 minutes each way

G17= 40 minutes each way

G18 to AA (including G30, G35, G45, MPL, WPL) = 45 minutes each way

The **half-time interval** will be 5 minutes from the time the referee signals half-time.

**Time for stoppages will only be added** in the Premiership Final Series, all MPL 1st Grade and WPL/AAW1 Matches, and other Matches designated by the Office to do so.

## C4. Fitness & Dressing of Grounds

### C4.1

A Board Member or Office member who is present or a Club Executive from the Host Club may declare the ground unplayable. The appropriate Office staff are to be advised of this decision immediately. Under no circumstances will either the Host Club or Board member direct Teams or Clubs scheduled for the affected field that their game is cancelled. This is the responsibility of the Office who will endeavour to find another field for the Match to be played on before cancellation.

### C4.2

Fields should be correctly dressed as follows:

a) Flag posts placed at each corner and at halfway, placed **one metre** off the touchline.

- b) During a Fixture RTOs may not be closer to the touchline than the halfway flag, apart from half time or when directed to do so by the Match Official(s).
- c) Seating or benches are to be provided near the halfway mark on the same side of the field to accommodate every Player and RTO of each Team participating in Match.
- d) The seating forms the Technical Area ("TA"). The TA is to be located at least **seven and a half metres** each side, from the halfway mark with a minimum of one metre from the touchline line. There will be at least **fifteen metres** between opposition technical areas.
- e) Nets are required and must be taped/secured to the goal-posts other than by nails.
- f) All playing fields must have a crowd control barrier at a distance of at least **one and a half metres** from the touchline consisting of either ropes or additional line markings applied by the City of Canterbury-Bankstown Council.

#### C4.3

If fields for Fixtures are not properly dressed **fifteen minutes** prior to kick off, Clubs may be fined per field for the first offence and by higher fines for subsequent offences.

### **C5.**

#### **Ground Marshals and Team Marshals**

##### C5.1

All Host Clubs, or as otherwise directed by the Office, must have **at least one Ground Marshal present**, and visible for each field. Ground Marshals must be **at least eighteen years old** and will patrol grounds and assist in the control of Spectators at the ground but will in no way place themselves or others in a position where physical violence could result.

##### C5.2

Ground Marshals are to:

- a) Wear an identifying official jacket / bib and be readily available to assist Match Officials, referees, RTOs, Team Marshals, Teams, Club Officials, Directors, or Office staff in the enforcement of these Regulations.
- b) Ground Marshals will submit a report to their Club Executive concerning any incident that may be investigated by the Office.
- c) List their name as a *Ground Official* in *DRIBL* under *Officials* under Match Sheet.

##### C5.3

Team Marshals will:

- a) Wear an identifying official jacket or bib.

- b) be responsible for their own Team and Spectator behaviour including monitoring of the Spectator control lines to ensure they are not breached to allow the officials to control the Match to an acceptable standard.
- c) be listed on each *Match Sheet*
- d) submit a report to their Club Secretary concerning any incident that may be investigated by the Office.

For competition Matches where there is more than **one Spectator** all Clubs must have a minimum of one visible Team Marshal. For Finals Series Matches where there are **more than two Spectators** all Clubs must have a minimum of two visible Team Marshals.

#### C5.4

Team Marshals must be at least 18 years old.

#### C5.5

During Matches Team Marshals are not allowed into the Technical Area unless consent is provided by a Match Official.

### **C6.**

#### **Match Sheets in *DRIBL* and Manual Team Sheets**

##### C6.1

**Using *DRIBL***, each Team will complete their Team's details for the Match, being either the *Home Team* or *Away Team* section on the *Match Sheet*. Only Players playing in the Match must be marked as participating on the *Match Sheet*.

The number on the Player's shirt must correspond with his/her name. The goalkeeper is to be marked **GK** and the captain as **C**.

There is no requirement for "*Starting*" Players to be marked as such.

The name of the Ground Marshal will be entered by the *Home Team* under *Match Sheet/Officials*.

If applicable, the name of the Unofficial Referee will be recorded by the *Home Team* under the *Unaccredited Referee* drop-down under *Officials*.

Both Teams will enter the score under the *Game/Score* tab under *Match Sheet*.

##### C6.2

**If *DRIBL* is not available**, each Team will provide their own copy of a paper BDAFA Team Sheet, which is to be handed in at the canteen of the field at which the game is played at the end of the Match. An Official of each Team will write each of their Players' names and ID Numbers in blue or black pen (not felt-tipped) or be pre-printed on the Team Sheet prior to the start of the Match. Only Players playing in the Match must be marked as participating on the Team Sheet and any Players listed on the Team Sheet who will not participate in the game should be struck out and initialled by the RTO prior to the Match. Both Teams will complete the Match details (date /age/division/Round/Club/Team).

All Players who participate in a Match must have their name listed on the Team Sheet, their shirt number listed on the Match Sheet (except in MiniRoos). "GK" listed on the Team Sheet, FA or *DRIBL* number listed on the Team Sheet, a Registration ID available for inspection prior to their participation.

Teams should have IDs available electronically such as photos of their Players and these should be used to verify the Players' eligibility to play in the Match. These should be screenshots of Players in *DRIBL*.

The Ground Marshal will verify their attendance by entering their name on and signing the Team Sheet and will also sign to verify the agreement from both Teams on an Unofficial Referee. An RTO of both Teams will verify their agreement if an Unofficial Referee was used and endorse the Team Sheet where a Player played in a higher age group or division by adding the Player's name and ID number in the Playing in Higher Age Group section of the Team Sheet. The Referee will complete the result and sign the Team Sheet. An RTO from each Team will sign the Team Sheet at the conclusion of the Match to verify the details of their Team and the score.

If a BDAFA Team Sheet is not available, the above details may be recorded on paper or other Office approved method.

Completed Team Sheets for all Matches must be lodged physically with or scanned & emailed to the Office by 8am on the Monday following the Match. If a Club elects to they may scan and email the Team Sheets to the Office. The Team Sheets must still be physically delivered to the Office by the following Friday at 5pm. The Host Club must ensure these deadlines are met. Clubs may be fined for each Team Sheet not meeting the stated deadline.

### C6.3

BDAFA will issue Match Sheet Infringement Summary sheets weekly for the previous week. Invoices for fines will be billed on a weekly basis. Teams will be included in the weekly Infringement Summary Sheets. However, the Office may use their discretion in applying fines. Team Sheet Infringements are deemed to be Administrative Determinations and are final and not subject to appeal, other than in case of an error made by the Office.

## C7.

### Identity Management at Matches

#### C7.1

**Using *DRIBL***, Team RTOs will check and confirm the IDs of their opposition at least **ten minutes** before kick-off. A Player will not take the field of play without the confirmation that the opposing RTO has accepted their ID.

A Match will not start without Registration IDs being verified. Failure to comply with this will result in a forfeit or as otherwise decided by the Office. Players who arrive after the start of a Match must be included on the *Match Sheet* prior to the Match commencing unless they are making the total number of Players to **eleven**.

By "confirming" the opposition in *DRIBL*, a team accepts that their opposition appear to be using eligible participants. This does not mean an issue about eligibility cannot be raised once the match has commenced.

If a Player's eligibility is in doubt the Match must be played under Protest (see Regulation 8) and noted under *Dispute* under *Match Sheet* in *DRIBL* prior to the commencement of the Match, or as soon as possible if in relation to late arriving Player(s).

If a Player's eligibility only becomes in doubt after the Match or where *DRIBL* will not permit it to be noted, the matter must be referred to the Office by the Club making the dispute, along with evidence of the Claim. The Office will either make an Administrative Determination or refer the matter to the GPT.

### C7.2

Details contained on Registration ID may only be used for the administration of the game of football.

### C7.3

RTOs must display their Registration IDs so that they can be readily identified.

## C8.

## Protests

### C8.1

Matches may be played under Protest if, prior to the kick-off of a Match, a Team believes their opponent may be in breach of any of these regulations or there is an issue with the ground, goal posts or crossbar. They may also play under protest if there is an issue with late arriving players.

Teams wishing to play under protest must inform the opposing Team manager prior to the start of the Match, or at the earliest opportunity if the protest is in relation to late arriving Players. The protest must be noted on the Match Sheet in *DRIBL*. Only the Match Official (i.e., referee) can add to the Match Sheet once Match has commenced using *Dispute* in *DRIBL*. The Office may reject a protest where it is not recorded in *DRIBL*.

### C8.2

The Office will consider the merits of the protest, having gathered information to do so, and decide if there has been a breach of these Regulations and make an Administrative Determination. As such, the Determination may not be appealed.

### C8.3

The Office will send a copy of the protest to the Club against which the protest has been lodged.

The Office will not consider any protest regarding Unofficial Referees or refereeing decisions made in good faith by them.

The Office may order the guilty Club(s) engaged in a protest to pay such sum necessary towards defraying expenses incurred.

The Office may issue fines in cases where protests are deemed frivolous, Vexatious or where a protest is made and then withdrawn when the Team wins the Match).

## C9.

### Before The Start Of Play

Before the start of each Match both Teams will confirm that an Official Referee or referees are present for their Match.

They will complete their *Match Sheet* in *DRIBL* by submitting their Team **twenty-five minutes** before the kick-off time, checking the ID of their opponents playing in the Match by marking *confirm* against the opposition's Team in *DRIBL* **ten minutes** before kick-off. Changes to a Team can be made up until **thirty minutes** after the kick-off time in *DRIBL* but they require the opposing Team to firstly *Unconfirm* the Team in *DRIBL*. This may only be done to correctly reflect who is present and eligible to play in the Match.

If an Official or Club Referee is not appointed to the Match, both Teams must agree **ten minutes** before the scheduled kick-off time on which one person will referee the entire Match. Such a referee will be entered in *DRIBL* using the *Add Official* tab in the *DRIBL Match Sheet*. If no agreement is reached the Match is not to be played and no points will be awarded, and the Match will not be replayed. However, if the Office deems a Team is using this regulation to avoid playing the Match, it may award the points to the opponent.

There is no requirement to pay referee fees prior to the Match as the Office bill Clubs for referees and, as such, referees should not be paid cash.

## C10.

### During the Match

**All substitute Players and RTOs** of Teams participating in a Match must occupy the Technical Area ('TA') provided on the same side of the field. This must be marked and visible on the touchline. Only RTOs and Players on the Match Sheet for the Match in progress are permitted in the TA. RTOs are not to enter the field of play while the Match is in progress, except with the referee's permission. Only one RTO may stand at a time and then only to give instructions to their Team. Directors and Office staff or persons authorised by the Directors or Office staff to do so may enter the field to assist in the control of the Match.

A maximum of **nine persons** may occupy the Technical Area and are made up of up to **four RTOs** and up to **five interchange Players** for the game in progress.

In the TA, no mobile phones are to be used other than for using *DRIBL*. No hot beverages or hot food are to be present.

Any **Participant injured** during a game where such injury is deemed serious **MUST NOT** be removed from the field until a determination is made of the extent of the injury by ambulance personnel or by at least a suitably qualified and certified first aid practitioner. Clubs breaching this Regulation will be fined.

## C11.

### Player Interchange

Unlimited interchange applies to all Competitions. Interchange will take place only when the ball is out of play. A maximum of **sixteen Players** for all competitive Grades can be included on the Match Sheet.

At interchanges Players must leave the field at the nearest point on the boundary lines of the field or otherwise directed by the referee unless they are already off the field. Players may only enter the field from the touchline in front of their Team's TA or between there and where the touchline meets the half-way line.

All interchange Players in competitive Grades will wear a bib or as otherwise directed by the Office. If practicable, this bib will be handed to the Player they are replacing as they leave the field of play. The bib must be worn while they occupy the TA or warm-up during the Match. C12.

## C12

### Results

Clubs must ensure the results of their Teams' Matches are in *DRIBL* by 7:30pm on Sunday each week. Results from mid-week Matches must be in *DRIBL* by 7:30pm of the day after the Match.

The recording of results for all MiniRoos Fixtures is only for the purpose of assisting with grading the following year, restructuring groups in the current Season, and will not be published.

## C13.

### Awards

Awards will be presented to all registered Players in the Non-Competitive Grades.

Awards will be presented to the Premiership Winners and Runners-up and Match Officials from G12 upwards. All registered Players and RTOs of such Teams will be presented with such awards to a limit of **eighteen per Team**. Additional awards can be provided and charged for by the Office.

Perpetual awards may be presented by BDAFA. Such awards will remain the property of BDAFA. Clubs are responsible for the return of these awards immediately after presentation of them at their Grand Final or as otherwise permitted by the Office. If Perpetual awards are lost or misplaced as of 30<sup>th</sup> November of the Season in which they were won or they are damaged, the Club responsible will be liable for the cost of replacing or repairing them.

## C14.

### Member Protection Information and Reporting.

All Clubs and their Members and Registered Team Officials will make themselves aware of their requirements under "Working with Children" legislation, including the registration of all Club Officials with the current working with children scheme and as dictated by FNSW.

Each Club will have at least **one** Member Protection Information Officer (MPIO) to implement the current Legislation, Rules, and Regulations. Each Club will produce in writing to the Office the name, address, and telephone number of such MPIO. The General Manager of BDAFA or the Board's nominee will be the Association's MPIO.

## C15.

### Recording of Fixtures

Fixtures may be recorded using Veo or other systems approved by the Office.

## C16.

### Unofficial Referees

Unofficial Referees may be a Club Referee, Player, Spectator, or Club Official. They have the same powers as a BDR Referee to officiate the game using FIFA Laws of the Game, any approved modifications of those Laws and BDAFA's Regulations. They must be recorded in *DRIBL* by adding their name under *Match Sheet/Pre-Game/Officials*. They may issue cautions, Temporary Dismissals and send offs as required. They must complete the required details of those issued on the *Match Sheet/Game/Cards* on the day of the Match.

Where *DRIBL* is not available, details of all the Players sanctioned as above should be emailed to [judiciary@bdafa.com.au](mailto:judiciary@bdafa.com.au).

It is preferable that the Unofficial Referee is not a Coach or Manager of the participating Teams.

## 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**

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

##### **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.

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.
- 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](mailto: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](mailto: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 BDFA, 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 manner 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.

## 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,
  - 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
<b>Y1</b>	The Player is guilty of unsporting behaviour
<b>Y2</b>	The Player shows dissent by action or word (including Temporary Dismissals-whether a Yellow Card is shown or not)
<b>Y3</b>	The Player persistently infringes the Laws of the Game
<b>Y4</b>	The Player delays the restart of play
<b>Y5</b>	The Player fails to respect the required distance when play is restarted with a corner kick, free kick or throw in

<b>Y6</b>	Entering, or re-entering, or deliberately leaving the field of play without the referee's permission.
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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:

<b>Code</b>	<b>Description</b>
<b>R1</b>	Serious foul play
<b>R2</b>	Violent conduct
<b>R3</b>	Biting or spitting at an opponent or any other person
<b>R4</b>	Denying the opposing Team, a goal, or an obvious goal-scoring opportunity by a handball offence (except a goalkeeper within their own penalty area)
<b>R5</b>	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.
<b>R6</b>	Using offensive, insulting, or abusive language and/or actions.
<b>R7</b>	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:

<b>Number of Red Cards accumulated:</b>	<b>Suspension</b>	<b>In Addition:</b>
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
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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](mailto:judiciary@bdafa.com.au)

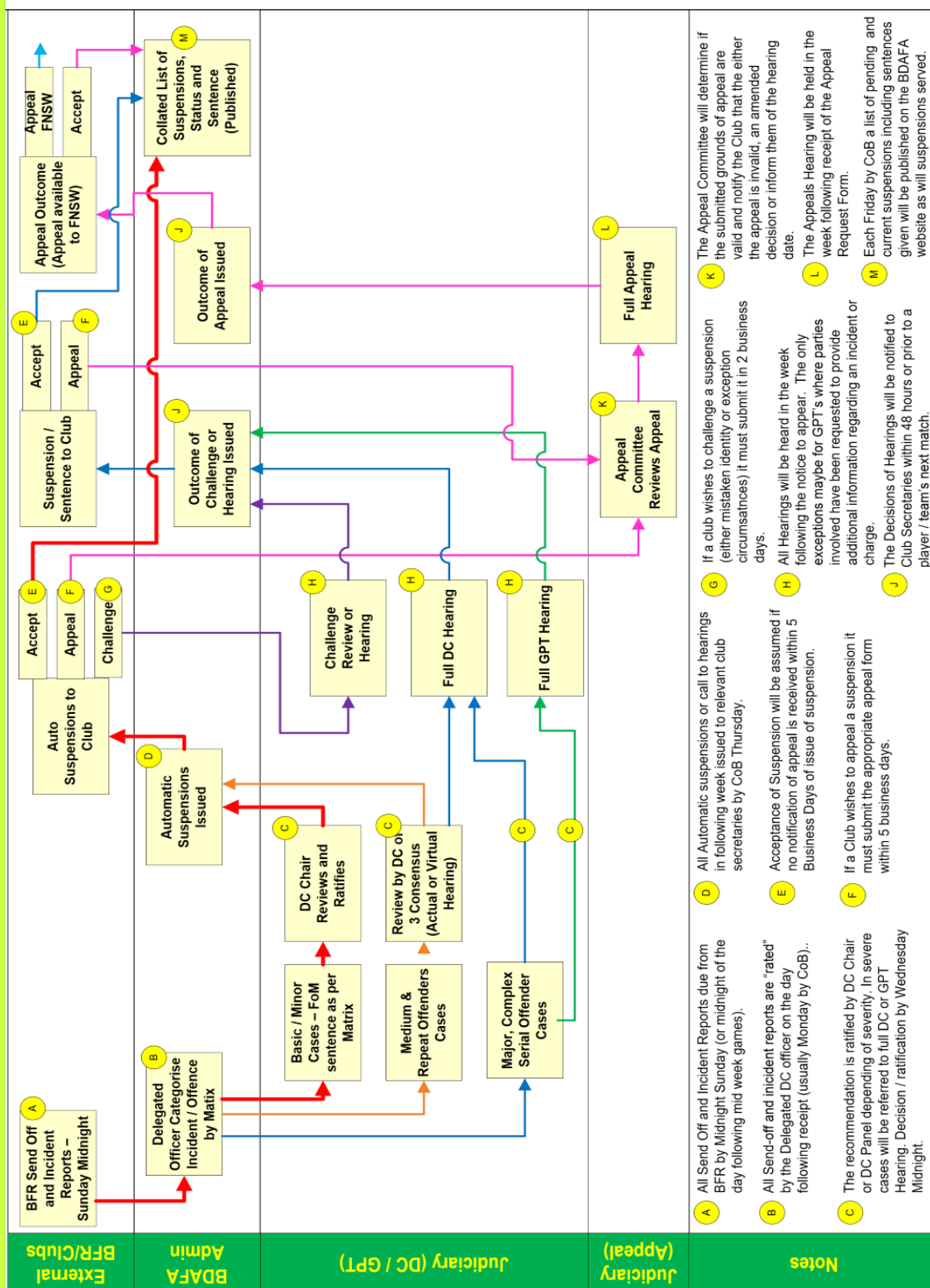
- Match Official Send-Off Reports
- Match Official Incident Reports
- Notification of Mistaken Identity in a Match Office Send-Off or Incident report
- Written Statement by Participant committing the offence in relation to mistaken identity in a Match Official Send-Off or Incident Report
- Written Statement 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](mailto:appeals@bdafa.com.au) cc [judiciary@bdafa.com.au](mailto: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

### BDAFA Judicial Process Flow in a Page



## 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 PLAYERS<sup>1</sup>

OFFENCE CODE		OFFENCE DESCRIPTION	GRADING GUIDELINES	INCIDENCE	PARTICIPANT SANCTION	
Red Card	GRADING				SUSPENSION (Minimum)	SUSPENSION (Maximum)
R1	01-01	Serious foul play  (Typically, but not limited to, tackles or challenges on an opponent with the ball)	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  (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)	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	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")	First	MMS + 2 Fixtures	24 months
	01-02			Second & subsequent	MMS + 4 Fixtures	
	02-01		Spitting at or towards an opponent or any other person	First	MMS + 4 Fixtures	24 months

	02-02			<i>Second &amp; subsequent</i>	MMS + 8 Fixtures	24 months
	03-01			<i>First</i>	MMS + 8 Fixtures	
	03-02			<i>Second &amp; 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 &amp; 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 &amp; 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 &amp; 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 &amp; 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 &amp; 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 &amp; 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 &amp; 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 &amp; 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 &amp; subsequent</i>	MMS	

<sup>1</sup> 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.

<sup>2</sup> 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	First	MMS	24 months
01-02		Second & subsequent	MMS + 1 Fixture	
02-01	Disputing a decision of a Match Official, dissent or unsportsmanlike/unprofessional behaviour [R6 for Players]	First	MMS	24 months
02-02		Second & subsequent	MMS + 1 Fixture	
03-01	Using offensive, insulting or abusive language or gestures in frustration [R6 for Players]	First	MMS	24 months
03-02		Second & subsequent	MMS + 1 Fixture	
04-01	Use offensive, insulting or abusive language and/or gestures (isolated incident) [R6 for Players]	First	MMS + 2 Fixtures	24 months
04-02		Second & subsequent	MMS + 4 Fixtures	
05-01	Use offensive, insulting or abusive language and/or gestures (repeated and/or excessive conduct) [R6 for Players]	First	MMS + 4 Fixtures	24 months
05-02		Second & subsequent	MMS + 6 Fixtures	
06-01	Indecent gestures [R6 for Players]	First	MMS + 6 Fixtures	24 months
06-02		Second & subsequent	MMS + 10 Fixtures	
07-01	Provocation or incitement of hatred or violence [R6 for Players]	First	MMS + 8 Fixtures	24 months
07-02		Second & subsequent	MMS + 12 Fixtures	
08-01	Use of discriminatory, homophobic, racist, religious, ethnic or sexist language and/or gestures [R6 for Players]	First	MMS + 10 Fixtures	24 months
08-02		Second & subsequent	MMS + 12 Fixtures	
09-01	Threatening or intimidating language or conduct towards a Match Official [R6 for Players]	First	MMS + 11 Fixtures	24 months
09-02		Second & subsequent	MMS + 15 Fixtures	
10-01	Threat of physical violence towards a Match Official or his/her family or property [R6 for Players]	First	12 months	24 months
10-02		Second & subsequent	2 years	
11-01	Inappropriate contact with a Match Official [R2 for Players]	First	MMS + 1 Fixtures	24 months
11-02		Second & subsequent	MMS + 2 Fixtures	
12-01	Pushing a Match Official [R2 for Players]	First	12 months	Life
12-02		Second & subsequent	2 years	
13-01	Tripping a Match Official [R2 for Players]	First	12 months	Life
13-02		Second & subsequent	2 years	
14-01		First	12 months	Life

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

<sup>1</sup> 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	First	1 Fixture	24 months	Such penalty as the Board or the Tribunal determines (if any)	
01-02		Second & subsequent	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	First	1 Fixture	24 months	Such penalty as the Board or the Tribunal determines (if any)	
02-02		Second & subsequent	2 Fixtures			
03-01	Unsportsmanlike or unprofessional behaviour	First	2 Fixtures	24 months	Such penalty as the Board or the Tribunal determines (if any)	
03-02		Second & subsequent	4 Fixtures / 1 month			
04-01	Failure to provide a safe environment for Participants or to maintain public order at a Match	First	4 Fixtures / 1 month	24 months	\$500	Such penalty as the Board or the Tribunal determines (if any)
04-02		Second & subsequent	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	First	1 Fixture	24 months	\$500	Such penalty as the Board or the Tribunal determines (if any)
05-02		Second & subsequent	2 Fixtures		\$1,000	Such penalty as the Board or the Tribunal determines (if any)
06-01		First	2 Fixtures	24 months		

06-02	Use offensive, insulting or abusive language and/or gestures (isolated incident)	<i>Second &amp; subsequent</i>	4 Fixtures / 1 month		Such penalty as the Board or the Tribunal determines (if any)	
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 &amp; 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 &amp; 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 &amp; 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 &amp; 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 &amp; 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 &amp; 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 &amp; 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 &amp; 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 Tribunal determines (if any)
15-02		<i>Second &amp; subsequent</i>	16 Fixtures / 4 months		\$2,000	
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 &amp; 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 &amp; 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 &amp; subsequent</i>	8 Fixtures / 2 months		\$1,000	Cost of repair/replace

						property & equipment
19-01	Contempt against a Body	First	4 Fixtures / 1 month	5 years	Such penalty as the Board or the Tribunal determines (if any)	
19-02		Second & subsequent	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)	First	8 Fixtures / 2 months	24 months	\$1,000	Loss of 3 competition points
20-02		Second & subsequent	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	First	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		Second & subsequent				
22-01	Possessing a Prohibited Item at a Match, Fixture or Football NSW event	First	2 years	Life	\$1,000	N/A
22-02		Second & subsequent	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	First	2 years	Life	\$1,500	Loss of 3 competition points
23-02		Second & subsequent	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 hatred or violence, as determined by Football NSW.	First	2 years	Life	\$1,000	Loss of 3 competition points
24-02		Second & subsequent	5 years		\$2,000	Loss of 6 competition points
25-01	Letting off incendiary device(s) or fire(s)	First	2 years	Life	Perpetrator successfully prosecuted = Warning Perpetrator not successfully prosecuted = \$500 fine	
25-02		Second	5 years		Perpetrator successfully prosecuted = \$500 fine Perpetrator not successfully prosecuted = \$1,000 fine	
25-03		Third & subsequent	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	First	6 months	5 years	\$1,000	N/A
26-02		Second & subsequent	12 months		\$2,000	N/A

OFFENCE CODE	OFFENCE DESCRIPTION	INCIDENCE	PARTICIPANT SANCTION		CLUB SANCTION	
			SUSPENSION (Minimum)	SUSPENSION (Maximum)	FINE \$ (Minimum)	OTHER (Minimum)
27-01	Breach of a Suspension, Notice of Suspension or Determination	First	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		Second & subsequent				
28-01	Betting, match-fixing or corruption (as per clause 2 of the FA National Code of Conduct and Ethics)	First	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		Second & subsequent				
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	First	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		Second & subsequent				
30-01	Bringing the game into disrepute as described in E3 Definitions	First	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		Second & subsequent				
31-01	Detrimental Public Comment (including Media and Social Media)	First	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: 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 Match/Fixture or otherwise; iii denigrate or criticise a Participant by inappropriately commenting on any aspect of their performance, abilities or characteristics; iv refer to the likely outcome of a matter being investigated by BDAFA or a matter or hearing before a Body; v criticise the outcome of a Football NSW investigation; vi criticise the decision of a Body; vii criticise a Body or any of its members; or viii criticise any evidence, submission or other comment made by any person at or in relation to a matter or hearing before a Body	Second & subsequent	16 Fixtures / 4 months		\$2,000	
32-01	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	First	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)	
32-02		Second & subsequent				
33-01	Threatening or intimidating language or conduct towards an individual	First	MMS + 7 Fixtures	24 months	Such penalty as the Board or the Tribunal determines (if any)	
33-02		Second & subsequent	MMS + 10 Fixtures			
34-01		First	6 months	24 months		

34-02	Threat of physical violence towards an individual or their family or property	<i>Second &amp; subsequent</i>	12 months		Such penalty as the Board or the Tribunal determines (if any)
35-01	Participant or Member failing to provide or providing false/misleading information to BDAFA or a Body	<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)
35-02		<i>Second &amp; subsequent</i>			
36-01	Interfering with, or delaying the restart of, play	<i>First</i>	1 Fixture	24 months	Such penalty as the Board or the Tribunal determines (if any)
36-02		<i>Second &amp; subsequent</i>	2 Fixtures		
37-01	Failure to comply with <u>Regulation D 15.5</u> 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.	<i>First</i>	1 Fixture	24 months	Such penalty as the Board or the Tribunal determines (if any)
37-02		<i>Second &amp; subsequent</i>	2 Fixtures		

OFFENCE CODE	OFFENCE DESCRIPTION	INCIDENCE	PARTICIPANT SANCTION		CLUB SANCTION	
			SUSPENSION (Minimum)	SUSPENSION (Maximum)	FINE \$ (Minimum)	OTHER (Minimum)
38-01	Inappropriate goal celebration	<i>First</i>	5 Fixtures (if Red Card issued)	24 months	\$1,500	Such penalty as the Board or the Tribunal determines (if any)
38-02		<i>Second &amp; subsequent</i>	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	<i>First</i>	Warning	24 months	Warning	
39-02		<i>Second &amp; subsequent</i>	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.

## E. General Regulations, Fines, Fees, and Definitions

### E1. General

#### E1.1

Together with Competition, Registration, Local, Grievance & Disciplinary and Referee Regulations document form the Regulations of the Bankstown District Amateur Football Association Incorporated.

#### E1.2

They are made available to Clubs and the latest approved versions are maintained on the BDAFA website. The Clubs will be held responsible for notifying each Participant and RTO of their contents. Where the Regulations are different to those believed by the Office to be those approved by the Clubs, the version approved by the Clubs will prevail.

#### E1.3

Clubs and their Participants are bound by the BDAFA's implementation of these Regulations.

#### E1.4

If BDAFA conducts any Matches jointly with another Body these Regulations may, at The Board's discretion, be amended, replaced, or ignored.

#### E1.5

All Clubs must obtain the Office's approval before playing in Matches outside the Association. The FNSW Insurance Scheme will only apply to Matches / training sanctioned by the Office.

#### E1.6

BDAFA's regulations cover areas not specifically covered by the Laws of the Game, FNSW or FA regulations and guidelines, or where the implementation in Bankstown competition differs from those published by these organisations.

#### E1.7

Any Club, official or Team who fails to obey these Regulations or a direction of The Board is liable to a fine, Suspension and/or expulsion.

### E2. Fines And Fees Schedules

Fines and Fees are determined time to time by the Board and schedules for them will be provided to BDAFA Clubs.

### E3. Definitions

**"Affected Party"** means a party (including BDAFA) who may be affected by a decision based on the relief sought by a Participant submitting a Notice of Appeal or Grievance Form under these Regulations; they are only entitled to make a submission as to how they would be affected.

**"All Age"** or **"AA"** means a Grade or division for Players when any age can play subject to restrictions in these Regulations.

**“Appeals Tribunal Determination” or “AT Determination”** means a decision or Determination made by the AT according to **Regulation D9**.

**“Appeals Tribunal” or “AT”** means the Body responsible for hearing and determining appeals set out in **Regulation D9**.

**“Appointed Referee”** a referee appointed by the Office.

**“Application Fees”** means the applicable fees to appear before a DC, GPT or AT as circulated by the Office.

**“Association”** means Bankstown District Amateur Football Association or BDAFA.

**“Away Team”** means the second named Teamed on the *Match Sheet* in *DRIBL* or as otherwise directed by the Office.

**“Bankstown”** means the geographical area for which the Association is responsible as recognized by FNSW or as otherwise determined by the Board.

**“BDAFA”** means Bankstown District Amateur Football Association, the Board of Directors or a Designated Authority appointed by the Board. The (BDAFA) Office, DC, GPT and AT will be deemed to have such designated authority unless the Board rule otherwise.

**“BDAFA Competitions”** means any or all the football Matches, tournaments, events, or competitions owned or conducted by BDAFA.

**“BDAFA Office”** or simply **“the Office”** are either BDAFA’s administrative staff or BDAFA’s physical Office.

**“BDR”** means Bankstown District Referees.

**“Board”** mean the Directors of BDAFA appointed or elected from time to time as per the Constitution.

**“Body”** means an entity established under these Regulations to perform a task, such as the DC, GPT, AT. It will also refer to FNSW, FA and FIFA.

**“Bringing the Game into Disrepute”** means brings or, in BDAFA’s opinion may bring, the Member, BDAFA or the game of football into Disrepute or adversely affect the image, reputation and goodwill of the Member or BDAFA or, in the opinion of BDAFA may be prejudicial to the image, interests or reputation of the game of football, BDAFA or its sponsors. For the purposes of the **Judiciary Sentencing Guideline Matrix**, it is not to be used as a catch-all term rather than “Other Offences.” Participants may not be charged with Bringing the Game into Dispute simply because they were also found guilty of an offence against a Match Official.

**“Business Days”** means Monday to Friday excluding gazetted public holidays.

**“Chair” and “Deputy Chair”** respectively means a chair and deputy chair of a Tribunal appointed under **Regulation D5**.

**“Claim”** means a claim or disagreement by, against or between Participants.

**“Close of Business”** 5pm or as stated by the Office, a Director, DC, GPT or AT.

**“Club”** means an entity formed for the purpose of playing football or futsal in the Competitions under the jurisdiction of the Association, otherwise referred to as a “Member Club.”

**“Club Champions”** the Club as described in **Regulation A3.13**.

**“Club Executive”** those people recognised by their club as their leadership group, e.g., Club President.

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

**“Coach”** is a person with the required qualifications, registered with BDAFA, to control a Football Teams training and Match performance.

**“Competition(s)”** means any or all football Matches or Competitions conducted by the Association or on the Association’s behalf.

**“Complaint”** means an allegation that a Participant’s conduct is unethical and/or in breach of FA Rules and Regulations, BDAFA Rules and Regulations or a Member Association’s rules and regulations.

**“Constitution”** means the Constitution of BDAFA.

**“Cup”** means a tournament or event conducted by the Association.

**“Defaulter”** is a person with an outstanding financial obligation to a Club or to the Association. This does not include Players made Active before they have paid registration fees. Defaulters cannot be registered or transferred.

**“Deferred Suspension”** means a sentence or part of a Suspension that will only be served if a Participant is found to have been guilty of a further charge or misconduct. Otherwise known as a “Suspended Sentence”

**“Determination”** means a decision made by a Tribunal or the Office (as regards Administrative Determinations) in accordance with these Regulations.

**“Directive”** means an instruction to Clubs made by the Board or General Manager because there is an error or omission or impracticality in these Regulations.

**“Director”** means a Member of the Board of BDAFA unless otherwise specified.

**“Disciplinary Committee”** or **“DC”** means the committee responsible to make decisions under **Regulation D7**. The DC will consist of its Chair, the General Manager, and the Office.

**“Disrepute”** has its meaning given to it under the FA Code of Conduct. For the purposes of these Regulations, a reference to FA in the FA Code of Conduct will also be a reference to BDAFA.

**“DRIBL”** the software used by BDAFA for the conduct of Competitions including registrations. In these Regulations where a word is in *italics* it is a page within *DRIBL*.

**“Exceptional Circumstances”**: means circumstances operating at the time of the offence and relating to committing the offence and not to the impact a sanction may have. Circumstances that are **not** to be considered are: (1) the significance or importance to the Participant or their Club of the Match in which the Offence was committed, (2) the significance or importance of any Match, Fixture, or tournament in which the Participant will be ineligible to participate because of the imposition of a Suspension within the from the **Schedule D3**, (3) the point in the Match at which the Offence was committed, (4) any disciplinary decision taken or failure to take a disciplinary decision by a Match Official during the Match, and (5) the conduct, including actions, words or gestures of any Participant or Spectator during or related to the Match.

**“External Matches”** means any football Matches, tournaments, events, or competitions owned or conducted by entities other than BDAFA (e.g., FNSW State Titles, Champion of Champions, and Australia Cup).

**“External Player Transfer”** means a Player moving from a Club within BDAFA to a Club outside of BDAFA, or vice versa.

**“FA”** means Football Australia, the current governing Body for football in Australia; the term FFA will be construed to mean FA at BDAFA’s discretion.

**“FA Statutes”** means the statutes and any accompanying standing orders, by-laws and regulations governing football in Australia as promulgated by FA from time to time.

**“FA Rules and Regulations”** means the FA Statutes and any other rules, regulations, policies, procedures, codes of conduct and guidelines developed, promulgated, and implemented by FA.

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

**“Finals Series”** means the Fixtures played to decide the winner of the competition, after the Premiership Rounds. The Finals Series consists of **Finals Series Rounds**.

**“Financial Default”** means a Club has an amount unpaid by more than **thirty days** from the date of the invoice and declared by the Board as being “in default.”

**“Fixture”** means a Round of the relevant competition (or Finals Series) as scheduled by the Office. Note for Squad based Competitions a “Fixture” includes both First and Reserve Grade Matches in the Round as **one Fixture**. Fixture also means “Match.”

**“Fixture Suspension”** a Suspension based on a number of Fixtures for which a Participant will be suspended.

**“Football Activity”** means “Match Day Activities” plus spectating and any such further activities specified in the Determination of a Tribunal.

**“Football NSW Rules and Regulations”** mean any rules, regulations, by-laws, policies, procedures, directives, codes of conduct and guidelines developed, promulgated, and implemented by FNSW.

**“G” or “Grade”** followed by a number means an age group, e.g., “G15” means Under 15s.

**“G & D”** an abbreviation of BDAFA’s Grievance and Disciplinary Regulations.

**“General Purposes Tribunal” or “GPT”** means the Body responsible for hearing and determining matters under **Regulation D8**. For the purposes of these Regulations the GPT is assumed to have been delegated authority to perform its duties by the Board.

**“General Purposes Tribunal Determination” or “GPT Determination”** means a decision made by the GPT according to **Regulation D8**.

**“Grievance”** means either a Claim or Complaint as the case requires.

**“Grievance Notice”** means the Notice used for raising a Grievance with BDAFA.

**“Ground Marshal”** the person nominated by the Home Team or Host Club or by the Office to oversee the safe running of a Fixture and the enforcement of these Regulations.

**“Host Club”** means the Club who commonly use, train, and play at a park or park and would normally have access to the clubhouse and other facilities.

**“Home Team”** means the first named Teamed on the Match Sheet in *DRIBL* or as otherwise directed by the Office.

**“ID”** Identification as in Registration Identity

**“IFAB”** International Football Association Board.

**“Ineligible Players”** are listed in **Regulation B10.2**

**“Inter-Club Player Transfer”** involves a Player moving between Clubs within the Association.

**“Judiciary”** means either the BDAFA Disciplinary Committee or BDAFA General Purposes Tribunal or both.

**“Knockout”** a series of Matches win which losing Teams in one or more Fixtures do not progress in the series.

**“Laws of the Game”** means the official laws of football as advised by IFAB/FIFA but as otherwise varied by FA, FFA or BDAFA.

**“Mandatory Match Suspension” or “MMS”** means the automatic Suspension from participating in a Match that must be served in accordance with these regulations.

**“Match”** means any Match played in a BDAFA Competition, Cup, Premiership, other event, or tournament under BDAFA’s control. Match also means “Fixture”.

**“Match Day Activities”** means any football-related activity **other than spectating** but including (1) playing, (2) coaching, whether within the Technical Area or not, including giving Team talks prior to a game, during half-time or after a game or (3) performing the duties of an RTO or (4) being in the Technical Area (5) being on the field or within the external surrounds of a ground or venue other than as a Spectator or (6) in any other activity relating or incidental to the objects of the Association at any time and in any capacity. **“Match Day”** is simply the day on which the activities occur. Refer also to “Football Activity”.

**“Match Official”** means a referee, assistant referee, fourth official, Match commissioner.

**“Match Official Report”** means either a Match Official Send Off Report or a Match Official Incident Report prepared and submitted by Match Officials to the Office and/or Judiciary, which sets out any incidents or events which occurred prior to, during or after a Match.

**“Match Sheet”** the record of the Match in *DRIBL* listing the Players and RTOs

**“Matrix”** means the BDAFA Judiciary Sentencing Guideline Matrix.

**“Melee (Grade 1)”** means a confrontation, altercation, use of threatening language/conduct and/or a heated exchange of words/gestures between three or more persons who are either Players, Club Officials, Team Officials or Spectators whether on or off the Field of Play.

**“Melee (Grade 2)”** means a violent clash, struggle and/or fight, between three or more persons who are either Players, Club Officials, Team Officials or Spectators whether on or off the Field of Play, and where one or more person are either physically injured, or in BDAFA’s reasonable opinion, are likely to have been physically injured, regardless of whether any such injury may be serious or otherwise.”

**“Member”** means for the purposes of these Regulations a Club, a Participant or anyone else deemed a Member in accordance with the BDAFA Constitution.

**“MPL”** means “Men’s Premier League”.

**“MiniRoos”** means Small Sided Football for G6 to G11.

**“Misconduct”** has its meaning given to it under **Regulation D14.2**.

**“Notice of Appeal”** means a Notice submitted by a party to the Judiciary wishing to appeal a decision of a Body.

**“Notice to Appear”** means a Notice submitted by the Judiciary or AT for a person to attend the DC, GPT or AT.

**“Notice of Charge”** means a Notice submitted issued by the Office on behalf of the Judiciary charging a Member or Non-Member with Misconduct.

**“Notice of Determination”** the advice of the decision of the DC, GPT or AT.

**“Notice of Response”** means the submission made by a Member in response to a Notice of Charge. This may simply be a response that the Member accepted their guilt as regards the charge

**“Notice of Suspension”** means a Notice issued on the behalf of the DC to a Member who has breached these Regulations and been suspended in accordance with **Schedule D3**.

**“Notice of Suspension Served”** means a Notice submitted by a Club to notify BDAFA that a Member’s Suspension has been fully served.

**“Offences”** includes those offences committed by a Participant set out in the Table of Offences.

**“(the) Office”** is the BDAFA Office being BDAFA’s administrative staff headed by the General Manager or as otherwise directed by the Board. The duties of the Office may be changed or assumed by the Board.

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

**“Official Referee”** is a FA accredited referee, assistant referee or fourth official appointed by FNSW or the Office or another to officiate in a Match. Also “Match Official”.

**“Participant”** means a Player (whether registered in the Team in which they play or not), Registered Team Official, Club Official or Spectator and means those admitted from time to time as Association Members of Football NSW under the Football NSW Constitution.

**“Player”** means any person who participates in a Match other than as an RTO (irrespective of whether he or she is registered with BDAFA, FNSW or FA, junior or senior or an amateur or professional).

**“Played in Match”** means that the Player is fully kitted up to play on the field or the bench and is the name and identification details correctly listed on the Match Sheet. Note BDAFA may conduct random inspections to monitor compliance.

**“Play-Off”** means a Match ordered by the Office to be played under the conditions set out in these Regulations.

**“Pre-Season Competition”** means Matches played prior to the commencement of the Premiership-

**“Premiership”** means the minor premiership Round Robin Matches and the Premiership Finals Matches that a Team or squad competes in during a Season in accordance with these Rules and Regulations.

**“Red Card”** a referee sanction by being sent-off and/or shown a red card.

**“Red Card Offence”** means one of the sending-off Offences set out in in the Table of Offences.

**“Registered Team Official” or “RTO”** means any person registered with the Association who is involved with the management, preparation, or participation of a Team (whether paid or unpaid), including Coaches, managers, medical staff, other support staff or any other person acting for or on behalf of a Club.

**“Registration ID”** means an Office-approved Registration Identification card or Registration Sheet. The ID remains the property of the Association and must be returned to the Office when a Team is disbanded, withdrawn, or as otherwise advised by the Office.

**“Regulations”** means these Regulations. The form part of the various rules, regulations, by-laws, policies, procedures, directives, codes of conduct and guidelines developed, promulgated, and implemented by the Association.

**“Round”** means a group of Fixtures for Teams playing in the same division or as otherwise determined by the Office. In MPL one Round is both First and Reserve Grade Fixtures on the same day or as otherwise determined by the Office.

**“Round Robin”** means a series of Rounds.

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

**“SSF”** means Small Sided Football or “MiniRoos”

**“Spectator”** means a person who attends a Match other than to play or officiate.

“**State**” means the state of New South Wales apart from the northern regions of NSW which are identified by FA as “Northern NSW”.

“**Suspensions**” means the Suspensions issued by a Body according to these Regulations.

“**Suspended Sentence**” is otherwise known as a “Deferred Sentence” and vice versa.

“**Table of Offences**” mean the Offences as set out at Schedule D3 to these Regulations.

“**Team**” a group of Players and Officials as deemed by the Office, DC, GPT or AT to be Participants of the same unique entity as regards age and division with the same club

“**Team Marshal**” means a person as described in **Regulation C5.3**.

“**Team Official**” refer Registered Team Official (RTO) above.

“**Team Sheet**” means a paper version of Match Sheet if *DRIBL* is unavailable. It should preferably be like the Team Sheet used prior to the introduction of *DRIBL*.

“**Technical Area**” is defined in **Regulation C4.2**.

“**Temporary Dismissal**” is abbreviated as “TD”.

“**Time Suspension**” a Suspension of a Participant for a period. A Participant must be registered to serve a Fixture Suspension, excepting where the Judiciary otherwise determine at their sole discretion. The Judiciary must set a date from which the Time Suspension commences and/or finishes.

“**Trial Match**” means any Match played by two Clubs which does not form part of a BDAFA Competition, Cup, Premiership, other event, or tournament but has been sanctioned by the Office.

“**Tribunal**” means the General Purposes Tribunal or the Appeals Tribunal.

“**Unofficial Referee**” is defined under **Regulation C16**.

“**Vexatious**” as in a Claim or Complaint instituted without sufficient grounds and serving or designed only to cause annoyance to another Participant.

“**WPL**” means Women’s Premier League.

“**Yellow Cards**” means a caution of a Participant by a Match Official for an infringement set out in **Regulation D15** or as otherwise specified in the Laws of the Game.



## APPENDIX A – MEN’S PREMIER LEAGUE (“MPL”) NOMINATION

### 2024 MPL Nomination Submission and Declaration

#### A9.16

**MPL Nomination Requirements** for a Club to be eligible to submit a nomination of a MPL squad the Club:

- a) Must not be in Financial Default; and
- b) Must have had at least 110 fully registered, active, paid and playing Players as at registration cut-off date of the 2023 Season.

#### **Nomination and Declaration:**

We \_\_\_\_\_ (*Club Name*) wish to nominate for MPL in the 2024 competition and acknowledge the MPL Nomination Requirements for inclusion in the MPL Competitions in the 2024 and Seasons thereafter.

SIGNED ON BEHALF OF THE CLUB BY:

***Printed Name***

***Printed Name***

***President***

***Secretary***

Please provide the following information (if known):

#### **MPL Coaches Details:**

Name and Qualifications:

#### **MPL Managers Details:**

Name: x

# **APPENDIX B – BDAFA Affiliation Requirements**

## **Appendix B1.**

Please refer to **Clause 6** of the Constitution for further information on the affiliation and re-affiliation requirements of that document.

## **Appendix B2.**

Re-affiliation falls due on 31<sup>st</sup> December and discontinues one month after that, though the Office may amend the re-affiliation due date at the discretion.

Based on the Constitution the requirements for affiliation and re-affiliation are:

## **Appendix B3.1**

### **Club is Incorporated**

The Club is to be incorporated under the NSW Associations Incorporation Act 2009 and subsequent legislation regarding incorporated associations. The registration number is to be included on the BDAFA Affiliation Form.

## **Appendix B3.2**

### **Copy of its Club Constitution**

The Club is to provide a dated copy of its latest constitution or confirmation that there have been no changes to the copy previously provided. Such Club constitution must comply with relevant statutory requirements. Note Club's constitution needs to acknowledge that it conforms to BDAFA and FNSW's Objects.

## **Appendix B3.3**

### **Financial Accounts**

Clubs are required to provide to the Office a copy of its completed financial statements (audited or otherwise) including a Revenue Statement (or Profit and Loss Statement) and the Balance Sheet for the prior Season's financial year of the Club as stated in their constitution.

Interim financial statements are acceptable if affiliation is required to be completed prior to the end of the Club's financial year and/or AGM.

Completed financial statements (audited or otherwise) are required to be provided to the Office no later than the 31<sup>st</sup> of January for the previous financial year.

## **Appendix B3.4**

Club AGM Minutes / Delegates to the Association The Club is to provide a copy of its latest AGM minutes and nominate its two delegates to the Association.

## **Appendix B3.5**

### **Club Colours and Strips**

The Club is to provide photographs or colour representations of its club strips. Note that changes in Club Colours (not playing strips) is to be presented to the Office prior to the BDAFA AGM.

### **Appendix B3.6**

#### **WWCC Employer**

The Club is to be registered as a WWCC Employer under the “NSW Child Protection (Working with Children) ACT 2012” and provide the WWCC Employer number to the Office.

### **Appendix B3.7**

#### **Club Coaching Coordinator**

Each Club is to provide the name and contact details of the individual considered to be the Club's Coaching Coordinator. The Coaching Coordinator's role is to ensure that the FA National Curriculum is embraced and followed by Coaches and Players within the Club and BDAFA.

This role includes:

Consulting regularly with BDAFA and/or Bankstown United for coaching updates; Attending Pre-Season coaching workshops to gain knowledge and outline Coach Education direction of BDAFA to all Club coaches; Establishing communication with all coaches within the Club to develop coaching pathways and provide advice and support on coaching matters; Promoting community coaching courses and coach education to all Club coaches.

Qualification Required:

Completed as a minimum a Skill, Game Training or Senior Community Course.

### **Appendix B3.8**

#### **FNSW Men's / Women's Competition Clubs**

Clubs must provide a signed declaration noting:

- If any Club Executive Members / Office Bearers which are also Players / Members / Participants of any FNSW National Premier League/ State League Clubs as noted on the FNSW Declaration of Leagues.
- If there are any financial agreements / sponsorship that it has in place with any FNSW NPL / State League Clubs as noted on the FNSW Declaration of Leagues.

The Board will at its sole discretion deem the suitability of Club's affiliation. If the Board deem involvement of such individuals or financial arrangements as conflicting with the Association's objectives, then the Board may reject the Affiliation of that Member.

### **Appendix B3.9**

#### **Non-sanctioned Competitions and Programs (including Academies)**

Clubs must provide a signed declaration acknowledging and agreeing that:

Neither the Club nor any of its Members may participate in any Non-Sanctioned Competitions.

Neither the Member nor any Member Associate may establish, set-up, promote, run, sponsor, partner or link or affiliate itself with (or take any steps to do any of those acts) or encourage its Players to participate in, or encourage or permit its Club Officials or RTOs to participate in or work with any Non-Sanctioned Programs.

If required by BDAFA, the Club must procure from its Member Associates a signed statutory declaration (in a form provided by BDAFA) confirming that they are not participating in, working with, running, partnering, linking, or affiliating with any Non-Sanctioned Competitions or Non-Sanctioned Programs.

The Member acknowledges and agrees that if BDAFA determines, in its absolute discretion (acting reasonably), that the Club or any of its Members are participating in, working with, running, partnering, linking or affiliating with (or taking any steps to do any of those acts) any Non-Sanctioned Competitions or Non-Sanctioned Programs (including Academies), BDAFA may, in its absolute discretion, impose such sanctions, fines or penalties on the Member that BDAFA considers appropriate in the circumstances, which may include, without limitation, the imposition of fines, points deductions, Suspensions, relegations and / or the immediate cancellation of the Members participation in BDAFA Sanctioned Competitions and the immediate termination of their Membership.

### **Appendix B3.10**

#### **Hosting Ground Duties**

By applying for affiliation or re-affiliation membership of the Association the Club is agreeing to **being present to host** (including ground setup and provision of canteen) any competition Fixtures assigned to its home ground by the Office or Board.

### **Appendix B3.11**

#### **Club Financial Status / Financial Default**

A Club in Financial Default as at the date re-affiliation opens (30 September) will not be entitled to re-affiliate with the Association. The Club will be given **one month** to resolve its financial status and complete its re-affiliation. Failure to comply with this requirement may result in discontinuance of the Club's membership as per the BDAFA Constitution.

### **Appendix B4.**

#### **Affiliation and Re-affiliation Checklist**

This is the affiliation checklist of information that is to be provided to the Office as part of the Affiliation / Re-Affiliation process. The re-affiliation form for existing Club is available from the Office. A separate form is available for new Club affiliations.

- a) Club's Incorporation number under the NSW Associations' Incorporation Act or subsequent related legislation.
- b) Copy of Club's constitution (or confirmation that there have been no changes to the copy previously provided)
- c) Copy of the Club's latest Financial Statement presented at its AGM or as otherwise mentioned in 3.3 of this Appendix B.

- d) Copy of Club's latest Annual General Meeting Minutes
- e) Details of Club Executive Members and delegates to the Association.
- f) Details of the Clubs Colours / strips – including image / photos.
- g) Working With Children Check Employer's number
- h) Name and contact details for Club Coaching Coordinator.
- i) Declaration regarding association with FNSW Clubs in Declaration of Leagues.
- j) Declaration regarding involvement with non-sanctioned competitions and programs.
- k) Club must not be declared as being in Financial Default by the Office.

### **New Club Affiliation – Additional Requirements:**

In addition to the above requirements a new Club affiliation application is required to include a copy of the Clubs Strategy and Planning Document detailing:

- (a)** where the Club plans to base itself (field / clubhouse).
- (b)** the catchment area it plans to recruit grassroots Players from.
- (c)** what age groups it plans to offer membership to.
- (d)** planned female Player recruitment plans.
- (e)** details of planned Club registration fees to Players by age group.

The Club's affiliation application will also be raised for discussion and input to existing member affiliated Clubs of the Association. Should the Club's application be successful there is a New Club Affiliation Fee.

### **Merged Club Affiliation**

For the purposes of affiliation, a Club formed by the merger of two or more Clubs will be treated as a re-affiliating Club. Such a Club will be required to provide the latest financial statements of the Clubs who are merging and a copy of the AGM or SGM of those Clubs or other device under which the Clubs were merged. The Board may alter the affiliation otherwise payable under Regulation E.