



2018 GDT - Grievance, Disciplinary, and Tribunal By-Law 11

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1. INTRODUCTION AND OBJECTIVES

1.1. This By-Law is made by Football Federation Victoria Incorporated (**FFV**) pursuant to Rule 15 of the FFV Constitution.

1.2. The Objectives of this By-Law are to:

- (a) Ensure that all Club Associates and Match Officials observe the Laws of the Game, the FFV Constitution, Statutes, Regulations, By-Laws, Rules of Competition and Policies as shall be applicable from time to time (in this By-Law referred to collectively as **Laws**);
- (b) Ensure that Football is played competitively and fairly in a sporting fashion and in accordance with the Laws;
- (c) Encourage participation in Football and to improve and advance Football as a spectator sport, and to provide a safe and secure playing and spectating environment;
- (d) Provide a system which sets out processes, procedures, guidelines and penalties for any Club Associate(s) who breaches the Laws; and
- (e) Ensure that any charges brought against a Club Associate(s) at a Tribunal and any appeal from a Tribunal decision or any charges against a Match Official shall be conducted fairly and in accordance with the principles of natural justice.

Note: it is not intended that Tribunal hearings are "legalistic" or that people or entities appearing before the Tribunal escape sanction or punishment by exploiting "loopholes" or technicalities in this By-Law. Common sense should prevail. See for example Clauses 7.3(c)(ii) below and 7.3(e) below of this By-Law.

1.3. The Grievance, Disciplinary and Tribunal By-Law is referred to as the **GDT**.

2. DEFINITIONS AND INTERPRETATION

In this By-Law:

- 2.1. **Abandoned Match** means a Competition Match which has commenced but has been stopped by the Match Official prior to its conclusion.
- 2.2. **Additional Suspension** means any Suspension in addition to an Automatic Suspension.
- 2.3. **Appeal** means either an appeal against a Red Card penalty, or an appeal against a Tribunal determination under clause 8, as the case may be.
- 2.4. **Automatic Suspension (also referred to as Auto)** means a one Match Suspension that cannot be reviewed or challenged and commences immediately upon issue by the Referee, irrespective of notification from FFV.
- 2.5. **Club** has the same meaning as the FFV Constitution.
- 2.6. **Club Associate(s)** means one or more of the following, whether individually or collectively:
- (a) Club Director(s), Committee Member(s) and Office Bearer(s);
 - (b) Club Official(s) (including but not limited to a coach, team manager or anyone who is officially associated with or on behalf of a Club).
 - (c) Player(s) of a Club;
 - (d) Member(s) of a Club as defined in the Club's Constitution;
 - (e) Supporter(s) of a Club;
 - (f) Spectators at a Match, who unless otherwise identified with a Club shall be deemed to be supporters of the Home Club;
 - (g) Any person(s) involved with and/or who contributes to the game of Football in any capacity;
 - (h) Club(s);
 - (i) Team(s).
- 2.7. **Competition Season** means any series of competitive Matches determined by FFV but does not include a Finals Series.
- 2.8. **Contract** means the NRR 05 - Professional Player Contract.
- 2.9. **Finals Series** means a series of finals Matches as designated by FFV.
- 2.10. **Fine** means a monetary penalty as stipulated in Schedule 2 or otherwise as referred to within this By-Law.
- 2.11. **FFV** means Football Federation Victoria.
- 2.12. **FFA** means Football Federation Australia.
- 2.13. **FIFA** means Fédération Internationale de Football Association.

- 2.14. **Football** means Association Football, the sport/game which is administered by the FFV/FFA/FIFA and/or any forms, variations, kinds, types or related activities conducted under the auspices of the FFV. Football and soccer have corresponding meanings.
- 2.15. **Forfeit** means the same as defined in the Rules of Competition.
- 2.16. **Form** means any of the forms set out in Schedule 3.
- 2.17. **Grievance** means a Dispute (as defined in the FFV Constitution) to which Clause 8.2(j) or 8.3 of the FFV Constitution applies.
- 2.18. **Immediate Surrounds** includes, but is not limited to, the technical area, the change rooms, and the Referees' room.
- 2.19. **Instigator of a Melee** means inciting or causing a Melee.
- 2.20. **Match** means any game of Football played under the auspices of FFV, and in applicable cases FFA, or otherwise played under FFV's direction or control, including but not limited to non-FFV games where FFV has appointed Match Officials or deems the game under its auspices.
- 2.21. **Match Official** includes the following:
- (a) FFV appointed Senior Match Official (also known as the Referee),
 - (b) Assistant Match Official (also known as Assistant Referee),
 - (c) Match Assessor,
 - (d) Any other person designated by FFV as a Match Official, or
 - (e) Any individual who acts as a Match Official in any Match.
- 2.22. **Match Time** means a period of time designated for a Match to be played, including one hour prior to the scheduled kick off time and one hour after the Referee has signalled full time. Match time also includes:
- (a) pre-Match inspections and address;
 - (b) half time intervals; and
 - (c) post-Match formalities including but not limited to signing Match Records;
 - (d) and during which time the Match Official(s) retains jurisdiction.
- 2.23. **Melee (non-violent)** means a confrontation, altercation and/or a heated exchange of words and/or gestures between 3 or more persons who are either Players or Club Associates whether on or off the field.
- 2.24. **Melee (violent)** means a violent clash, struggle and/or fight, between 3 or more persons who are either Players or Club Associates whether on or off the field, and where 1 or more persons are either physically injured or in FFV's reasonable opinion likely to have been physically injured, regardless of whether any such injury may be serious or otherwise.

- 2.25. **Misconduct** shall mean any act or omission by a Club Associate or a Match Official (subject to clause 3.4(e) below) that constitutes:
- (a) a breach of the FIFA Statutes and Regulations;
 - (b) a breach of the FFA Statutes, Regulations, By-Law, policy or code of conduct which may be in place from time to time;
 - (c) a breach of the Laws of the Game;
 - (d) a breach of an FFV By-Law, regulation, code of conduct or policy unless such By-Law, regulation, code of conduct or policy contains a provision or provisions for dealing with any breach thereof;
 - (e) a breach of FFV's Rules of Competition or this GDT;
 - (f) participating, assisting or arranging the participation or assistance of others in any Match fixing, gambling or betting activities in relation to a Match;
 - (g) in the opinion of FFV, conduct which is or may be or has a result that is or may be prejudicial to the interests or reputation of either the game of Football in Victoria, FFV or of any of its sponsors or associates.
- 2.26. **Misconduct Penalty** means a penalty determined by FFV in accordance with Schedule 2 of this By-law.
- 2.27. **Misconduct Penalty Offence** means any one of the offences set out in Schedule 2.Part C of this By-Law.
- 2.28. **Penalty Offence** means anyone of the offences set out in Schedule 1 or Schedule 2.Part C of this By-Law as the case may be.
- 2.29. **Penalty Unit** shall mean the amount set out in Schedule 2.Part A.2 of this By-Law.
- 2.30. **Play off** means a Match or Matches other than a Finals Series to determine final ladder positions, promotion opportunity or relegation and unless otherwise specified in this By-Law is part of a Competition Season.
- 2.31. **Protest** means a formal protest against a Match result arising from an allegation that a Club has fielded an Unregistered or Ineligible Player.
- 2.32. **Recommended Penalty** means the relevant recommended sanction for Misconduct Penalty Offences as per Schedule 2.Part C of this By-Law.
- 2.33. **Red Card Appeal** means a review by the Tribunal at first instance of an Additional Suspension received as a result of a Red Card.
- 2.34. **Season** means the Regular Season as defined in the Rules of Competition, and includes any finals or play-off fixtures, and any Cup fixtures held in the same calendar year.
- 2.35. **Serious Offence** means the charges as set out as a "serious offence" in Schedule 2.Part C of this By-law and each of them.
- 2.36. **Suspension** shall have the meaning set out in Clause 6.1(a) below and includes an Automatic Suspension and an Additional Suspension.
- 2.37. **Team** means a group of players fielded by a Club to participate in a Match.

2.38. Tribunal means the specialist, independent panel of 1 to 3 appointed members that hears and determines allegations of Misconduct. Tribunal cases may include on field Misconduct, Suspensions and Member Protection matters, and/or other Misconduct offences as warranted by the FFV to the jurisdiction as prescribed by the Grievance, Disciplinary and Tribunal By-Law 11. References to the Tribunal may be a reference to the first instance panel, or Appeals Board, as relevant in the circumstances.

Any term defined in Rule 23.1 of the FFV Constitution; Clause 1.1.4 of the FFV Rules of Competition; FFV Registration Regulations; the FFA Grievance Resolution Regulations and FFA National Disciplinary Regulations for the purposes of this By-Law shall have the same meaning as set out in that document unless otherwise expressed in this By-Law.

Headings and Examples are for convenience only and do not affect interpretation.

3. INVESTIGATION AND CHARGES

3.1. Charge of Misconduct

- (a) Subject to this By-Law only the FFV or the FFV's Chief Executive Officer (CEO), or a member of FFV staff designated by the CEO, may bring a charge of Misconduct on behalf of FFV against (subject to clause 3.4(e) below) a Club Associate or a Match Official. The CEO has delegated this function to the Executive Manager - Legal, Regulatory and Finance, but may delegate to another member of staff as required.
- (b) This GDT applies to any and all Matches, and to any Club, Team, player, coach, official or Club Associate, whether in relation to a Match or otherwise.
- (c) FFV may investigate any matter that is relevant in its opinion to whether a charge of Misconduct ought to be brought in accordance with Clause 3.1(a) above.
- (d) Such investigation may be carried out by FFV as it sees fit and Club Associates and Match Officials are required to cooperate fully with FFV in the conduct of an investigation.
- (e) At any time FFV may determine whether any charge(s) of Misconduct will be made against a Club Associate and whether it will be dealt with by:
 - (i) the Tribunal;
 - (ii) a Red Card penalty or Misconduct Penalty Offence;
 - (iii) mediation under this By-Law;
 - (iv) any combination of the above; or
 - (v) in any other manner that FFV deems appropriateand such determination shall be at the absolute discretion of FFV and not subject to review by any party.
- (f) FFV may in its unfettered discretion choose to dismiss or not investigate any matter that it determines to be a claim or complaint instituted without sufficient grounds and serving or designed only to cause harm or annoyance to another party, or determine at any time whether no action is to be taken in relation to any matter.

3.2. Strict Liability of Clubs

- (a) All Clubs are responsible and liable for the conduct of their Club Associate(s) at or in the vicinity of any Match.
- (b) The strict liability obligations of a Club within Clause 3.2(a) above apply regardless of the responsibilities attached to any other person or entity in respect of a Match or event.
- (c) Notwithstanding Clause 3.2(a) above FFV may, in its absolute discretion, elect not to proceed against a Club for the Misconduct of a Club Associate where:
 - (i) the Club is (for the relevant Match or event) compliant with Match day security standards and/or protocols as published by FFV from time to time (for example, the Match Day Risk & Security Policy);
 - (ii) the Club cooperates with any investigation by FFV into the alleged Misconduct, including without limitation naming or identifying, upon request by FFV, those individuals or Club Associates known to the Club in relation to the alleged Misconduct; and
 - (iii) FFV, on review of the information available to it, forms the view that to proceed against the Club for the actions of the Club Associates is unduly harsh or unfair in the circumstances.

- (d) Matters that FFV may consider in forming its view under Clause 3.2(c)(iii) above include but are not limited to:
- (i) the tribunal and misconduct history of the Club or individuals;
 - (ii) the cooperation of the Club; the significance of the nature of the Misconduct;
 - (iii) whether the Club acted swiftly to counter the Misconduct and denounce the incident at the relevant times; and
 - (iv) whether the Club has taken any relevant action of its own regarding the Misconduct.
- (e) Where a Club complies with all the matters in Clause 3.2(c) above, FFV nevertheless retains a discretion to proceed against the Club for the Misconduct where FFV is of the view that the relevant Misconduct is of a particularly egregious or significant nature. Where FFV does so proceed against the Club, the Tribunal may consider these factors in penalty mitigation in circumstances where the Club is found guilty of Misconduct at a subsequent hearing.

By way of example: where a Club Associate of a Club releases flares at a Match, FFV may decide to not proceed against the Club in its absolute discretion where the Club: acts swiftly to deal with the flare at the time; identifies the Club Associate to FFV; and provides such cooperation to FFV as otherwise requested. Any such decision will not preclude the FFV from proceeding against the Club Associate(s) in question for the conduct described.

3.3. Recognition of Bans

- (a) FFV may recognise and apply any validly imposed suspension under the terms of the FFA National Banning Regulations (or other FFA Misconduct or Code of Conduct rules or regulations) upon a Club Associate, as well as any validly imposed suspension upon a Club Associate by another Member Federation, in its absolute discretion.
- (b) Where such suspension is significantly greater in penalty or effect for a given offence than an equivalent Suspension in this GDT, the relevant Club Associate may apply to FFV for the matter to be referred to the independent Tribunal for consideration of the Suspension penalty only for FFV's purposes (but not for consideration of the facts of the matter or the finding).

Additional note on Clause 3.3 above: stakeholders should be aware that the FFA National Banning Regulations have been revised to include football matches that are sanctioned by a State Member Body (such as FFV) and in which an A-League club is participating. Persons banned by the FFA in connection with Hyundai A-League clubs may be prohibited from attending relevant NPL games.

3.4. Independence of Tribunal and Appeals Board and transparency of Tribunal and Appeals Board process

- (a) A decision of the Tribunal shall be final and binding on the parties and no party may take any action in any court of tribunal or other forum other than via clause 8 below to challenge such decision or seek to have it varied in any way.
- (b) A decision of the Appeals Board shall be final and binding on the parties and no party may take any action in any court or tribunal or other forum other than via Clause 3.4(c) below to challenge such decision or seek to have it varied in any way.
- (c) Only where a party has exhausted all avenues of appeal within FFV, may that party Appeal the Appeals Board's decision via and subject to Football Federation Australia's National Disciplinary Regulations and Grievance Resolution Regulations.

- (d) Neither the FFV nor any employee, Member (as defined in the FFV Constitution), nor director of FFV may:
 - (i) overturn, annul, or amend, or otherwise interfere after the fact with any determination of the Tribunal (however, the Discipline Department of FFV will not be breaching this clause when clarifying the meaning of a determination with a member of the Tribunal that made the determination); and/or
 - (ii) attempt to exert any direct or indirect pressure upon, or attempt to influence, the Discipline Department of FFV as it carries out its duties under this GDT.
- (e) Any breach of this clause 3.4 shall result in Misconduct MP10 being charged against the person or people committing the breach (which for this purpose is not limited to a Club Associate or Match Official such that this clause has jurisdiction over any person whomsoever) and a Tribunal hearing scheduled as soon as possible to hear that charge of Misconduct. The results and/or consequences of that breach are null and void ab initio.

4. YELLOW CARDS AND RED CARDS

4.1. Misconduct by a Player that occurs during Match Time may result in:

- (a) a caution (**Yellow Card**), as defined in Clause 4.2 below;
- (b) an expulsion (**Red Card**) either Direct or Indirect, as defined in Clause 4.8(a) below; and/or
- (c) a charge of Misconduct, including the Misconduct Penalty Offences as per Clause 5 below

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

4.2. Yellow Card Offences

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

4.3. Accumulation of Yellow Cards

- (a) A Player who accumulates the following Yellow Card infringements during the same Competition Season, regardless of the league or competition or Club in which those Yellow Cards are received (excluding junior competitions), shall receive the following sanction upon notification from FFV:

Number of Yellow Cards accumulated:	Automatic Suspension	Fine imposed on Team	In addition:
5 during the same Competition Season	1 Match	1.25 Penalty Units	N/A
10 during the same Competition Season	2 Matches	1.25 Penalty Units	N/A
15 during the same Competition Season	3 Matches	1.25 Penalty Units	Referred to Tribunal for determination of Misconduct.

- (b) The additional Match(es) as a result of an accumulation of Yellow Cards Automatic Suspension:

- (i) cannot be appealed;
- (ii) operate from the time of notification of the Suspension by FFV; and
- (iii) must be served in the competition in which the majority of the 5 (or 10 or 15 as the case may be) Yellow Cards were received. Where a Player has moved leagues or Clubs, the Suspension shall be served in the new league or Club, unless determined otherwise by FFV. The new Club is responsible for checking the Yellow Card history of a Player.

Note: Clause 10.1(a) below states that wherever the FFV is required to provide a notification, it is deemed to have satisfied that obligation by disclosing the information on its website. For the avoidance of doubt, the Suspension Register is that notification for the purposes of this Clause.

Note: The FFV is dependent upon receiving match records from the Match Official. The FFV cannot be held responsible for any delay in receiving records from Match Officials, that may result in a delay in notification of Yellow Cards.

- (c) For the avoidance of doubt, Clause 6.3(a) below of this GDT applies.
- (d) Notwithstanding Clause 4.3(a) above, for FFA Cup Matches a Player who accumulates 3 Yellow Card infringements during the same FFA Cup competition the following shall apply:
 - (i) an Automatic Suspension; and
 - (ii) a fine of 1.25 Penalty Units to the Player's Team

4.4. Best and Fairest Eligibility

For the avoidance of doubt:

- (a) Rule 13.1.6 of the NPL Rules of Competition provides that a Player who receives a Suspension shall be Ineligible to win a Best and Fairest award in the Competition in which the Suspension was received. This includes but is not limited to a Player who receives ten (10) Yellow Cards or more in a Regular Season (Ie, a one match ban under Clause 4.3(a) above does not make a Player ineligible, but accumulation of a two match ban under Clause 4.3(a) above does make a Player ineligible for a Best and Fairest award).
- (b) Rule 13.1.7 of the State League Rules of Competition provides that a Player who receives a Suspension in a Competition Match during the Regular Season (excluding Play Off and Final matches) shall be ineligible to win a Best and Fairest award in any given Regular Season. This includes but is not limited to a player who receives five (5) Yellow Cards or more in a Regular Season (Ie, a one match ban under Clause 4.3(a) above in State League does make a Player ineligible for a Best and Fairest award).

4.5. Finals

- (a) At the conclusion of the regular home and away Competition Season the number of Yellow Cards accumulated against each player shall be reset to zero. Players otherwise eligible for a Finals Series shall commence the Finals Series with no Yellow Cards recorded against them.
- (b) A Player who accumulates 2 Yellow Cards in separate Matches during a Finals Series shall receive:
 - (i) an Automatic Suspension, which cannot be appealed and which must be served in the Finals Series in which the 2nd Yellow Card was received, unless determined otherwise by FFV; and
 - (ii) a fine of 1.25 Penalty Units to the Player's Team.

4.6. Accumulation of Yellow Cards Automatic Suspension in Final Game of Season or Finals

Notwithstanding any other provision in this GDT or the Rules of Competition, the following applies:

- (a) Despite Clause 4.5(a) above, any player that receives a Suspension subject to Clause 4.3 above as a result of the final round of the regular home and away season must serve their Suspension in the next available Match including any relevant Finals Series where applicable.
- (b) By way of example: where a Player or Club Associate accrues their 5th Yellow Card in the final round of the regular league Season and where that Player or Club Associate:
 - (i) is not playing Finals, then the Automatic Suspension for the accumulation of Yellow Cards shall be served in Round 1 of the following competition league season; or

- (ii) is playing Finals, then the Automatic Suspension for the accumulation of Yellow Cards shall be served in the first week of the Finals Series.
 - (iii) This Clause applies for an Automatic Suspension for accumulation of a 10th or 15th Yellow Card (as the case may be) as well, such that the Suspension may fall across two competition league seasons, including Finals or part thereof.
- (c) Where a Player or Club Associate accrues 2 Yellow Cards in a Finals Series subject to Clause 4.5(b) above, and where that Player or Club Associate:
- (i) has a further Finals Series match to be played, then the Automatic Suspension for the accumulation of 2 Yellow Cards shall be served in the next match in that Finals Series.
 - (ii) does not have a further Finals Series match to be played, then the Automatic Suspension for the accumulation of 2 Yellow Cards shall expire with the Finals Series, and is not served in the next competition Season.
 - (iii) By way of example: where a 2nd Yellow Card is accrued by a Player during a Grand Final Match, the Automatic Suspension shall not be served by the Player in Rd 1 of the league the Player is in for the following Season.
- (d) For the avoidance of doubt, Clauses 4.6(a) above and 4.6(c) above shall prevail to the extent of any inconsistency in any other FFV rule, regulation or by-law.

4.7. Voluntarily standing down Players for accumulated Yellow Cards

- (a) Where a Club becomes aware of a Player having accrued their 5th, 10th or 15th Yellow Card (as the case may be) prior to the Club receiving official notification from FFV, and the Club wishes to exclude the Player from a Match for the purposes of serving an Automatic Suspension, the Club must prior to the Match:
- (i) notify FFV of the Player's accumulated Yellow Card status and the Club's intent to exclude the Player from the Match; and
 - (ii) if requested, provide the Match Records for the Player showing the Yellow Cards received.
- (b) If a Club excludes a Player from a Match without prior notification to FFV, then that exclusion may not be considered as an Automatic Suspension served for that Player, in FFV's absolute discretion.

4.8. Red Card Offences

- (a) A Red Card may be issued by a Senior Match Official to a Player or Team Official in respect of a serious infringement (Law 12 of the Laws of the Game) as set out in Schedule 1.Part B of this By-Law. Red Cards may either be Direct or Indirect:
- (i) If a Player is given two Yellow Cards during Match Time in the same Match, that person shall be given an Indirect Red Card, which shall replace the two Yellow Cards that gave rise to it.
 - (ii) If a Player is given a Direct Red Card during Match Time, any Yellow Card the Player has previously received in Match Time remains in place.
- (b) Subject to this By-Law, a Player or Team Official who is given a Direct or Indirect Red Card:
- (i) must immediately leave the field of play and its Immediate Surrounds during the Match in which the Red Card is given; and
 - (ii) shall receive:
 - an Automatic Suspension (which for the avoidance of doubt applies immediately upon notification by the Match Official, cannot be appealed or rescinded other than via the Laws of the Game, and applies irrespective of notice from FFV, or of B or C below occurring);
 - a Penalty in accordance with Schedule 2.Part A.3; and/or

- a Fine of 1.25 Penalty Units to the Player’s Team if applicable (see Schedule 2.Part A.3).
- (c) FIFA Rules of the Game Clause 5 provides that where a Referee takes action against a team official who fails to conduct themselves in a responsible manner, the Referee may expel them from the field of play, its Immediate Surrounds, and any other area a Referee may instruct in issuing the Red Card.
- (d) Upon notification to FFV by the Referee of a Red Card, FFV shall grade the severity of the Red Card in accordance with the Red Card Offence penalties in Schedule 1.Part C of this GDT, and advise the Player or Team Official. FFV reserves the right to refer a Red Card to the independent Tribunal for additional consideration of penalty in its absolute discretion where FFV is of the opinion the incident giving rise to the Red Card is of a serious or egregious nature.

4.9. Multiple Red Card Offences in Match

- (a) Where a Red Card is shown to a Player or Team Official, and the Player or Team Official thereafter performs a further offence(s), FFV may in its absolute discretion:
- (i) levy additional penalties against that Player or Team Official using the Red Card offence table; or
 - (ii) refer the conduct to the Tribunal as an MP Offence; or
 - (iii) a combination of both.

By way of example: a player receives a R2 (violent conduct) Direct Red Card for a tackle, and on leaving the field uses offensive language towards the referee. FFV may proceed in its absolute discretion as follows: either, FFV may subject that player to the R2 penalty for the tackle, and also impose a R6.3 penalty for the offensive language. Alternatively, FFV may refer the Player to the Tribunal to face an R2 charge for the tackle and an MP6A charge for the offensive language.

- (b) Where FFV applies a 2nd red card administratively in respect of a further offence under Clause 4.8(a)(i) above the 2nd Red Card applied by FFV does not count as a Red Card for Clause 4.8(b) above purposes.

4.10. Multiple Red Card Offences in Season

A Player who accumulates the following Red Card infringements during the same Competition Season, regardless of the league or competition or Club in which those Red Cards are received or in a Finals Series (excluding junior competitions), shall receive the following sanction:

Number of Red Cards accumulated:	Suspension	In addition:
2 during the same Competition Season	Automatic Suspension, plus 1 Match Additional Suspension	N/A
3 during the same Competition Season	Automatic Suspension, plus 2 Match Additional Suspension.	N/A
4 or more during the same Competition Season	Automatic Suspension, plus 3 Match Additional Suspension.	Referred to Tribunal for determination of Misconduct.

Notes: Neither the Automatic Suspension nor Additional Suspension can be appealed. The Additional Suspension must be served immediately after the Automatic Suspension and is in addition to any penalty under Clause 4.7(a) above.

4.11. Early Red Card Guilty Plea Reduction

- (a) A Player who has received a Red Card for conduct set out in Schedule 1.Part C shall be assigned the corresponding Penalty as graded by FFV.
- (b) A Player who has received a Red Card for conduct set out in Schedule 1.Part C other than any offence that results in an Automatic Suspension only, or any offence that results in a mandatory Tribunal, may plead guilty to the Red Card.
- (c) A Player who pleads guilty as per Clause 4.11(b) above shall receive a one Match reduction of the applicable Penalty, or one week if the Penalty is expressed as a length of time instead of Matches, provided that the Player or his or her Club has notified FFV in writing of the Player's guilty plea, which is received by FFV by 1:00pm on the Monday following notification by FFV of the Red Card. Once a guilty plea has been submitted to FFV, the Club Associate is deemed to have waived their right of Red Card Appeal.
- (d) If a Player pleads guilty as per Clause 4.11(b) above to a Red Card, and also pleads guilty to an administrative Red Card imposed under Clause 4.8 above (if any), the Player shall be entitled to a one match reduction for each penalty cumulatively applied.

4.12. Red Card Appeal against Length of Penalty Only

- (a) A Player who has received a Red Card penalty (other than any offence that results in an Automatic Suspension only or mandatory Tribunal) may Appeal against the severity of the Red Card penalty only.
- (b) Where a Player chooses to Appeal a Red Card severity of penalty as per Clause 4.12(a) above the following shall apply:
 - (i) a completed Red Card Appeal Tribunal Request Form (Schedule 3) must be lodged with FFV by 1:00pm on the Monday following Notification of the Red Card;
 - (ii) the Tribunal Request Fee set out in Schedule 2.Part A must accompany the Form; and
 - (iii) at the time of lodging a Tribunal Request Form, all monies owed by the Player or Player's Club to FFV must be paid in full, unless a prior arrangement with FFV has been agreed. No Red Card Appeal shall be permitted unless the Appellant's Club has paid all monies due and owing by it to FFV.
- (c) Where Clause 4.12(b) above is not satisfied the Tribunal shall have no jurisdiction to hear a matter and the original Penalty imposed shall apply.
- (d) Upon receipt of a Tribunal Request Form and subject to Clause 4.12(b) above, FFV shall convene a Tribunal to hear the matter as soon as practicable.
- (e) Subject to this Clause, at a Red Card severity of penalty Appeal hearing the Tribunal shall have no power to remove a Red Card or an Automatic Suspension, but may make a finding that:
 - (i) the offence has not been proven: in which case the Tribunal may remove any Additional Suspension that may have been imposed; or
 - (ii) the offence has been proven: in which case the Tribunal may increase the Penalty or impose any additional sanctions on the Player in its discretion as it sees fit; or
 - (iii) the Player is guilty of a different offence (or the same offence but at a different grading): in which case the relevant Penalty if any shall be applied and the Tribunal may impose any additional sanctions as per the relevant Red Card penalty offence schedule.

- (f) Notwithstanding lodgement of a Red Card Appeal Tribunal Request Form, until the Tribunal has determined the matter or stayed the operation of any Penalties, a Player must serve all applicable Suspensions and comply with all Penalties.

4.13. Yellow Cards/Red Cards, and Abandoned or Forfeited Matches

If a Match is Abandoned or Forfeited:

- (a) all Red Cards awarded during that Match are not affected or rescinded;
- (b) all Yellow Cards awarded during that Match:
 - (i) are rescinded if the Match is replayed; and
 - (ii) are not affected or rescinded if the Match is not replayed.

5. OTHER MISCONDUCT

5.1. Misconduct Penalty Offence

- (a) FFV has adopted a system of penalties that apply to conduct that constitutes a Misconduct Penalty Offence (MP Offence) (Schedule 2.Part C).
- (b) Upon receipt of a Misconduct Report, or in its own discretion, FFV may investigate the matter as per Clause 3 above. FFV may then issue a Club or Club Associate with a Misconduct Penalty Offence.
- (c) A Club or Club Associate issued with a Misconduct Penalty Offence(s) by FFV may either:
 - (i) accept the Misconduct Penalty Offence(s) and the penalties imposed by submitting a guilty plea; or
 - (ii) refer the Misconduct Penalty Offence(s) to a Tribunal hearing.
- (d) FFV may also refer Misconduct Penalty Offence(s) matters to the Tribunal in its own discretion at any time.

5.2. Accepting a Misconduct Penalty Offence(s)

Where a Club or Club Associate *accepts* a Misconduct Penalty Offence(s) in accordance with Clause 5.1(c)(i) above, the following applies:

- (a) the amount of Fine payable in Schedule 2.Part C for the Misconduct Penalty Offence(s) shall be reduced by 25%; and
- (b) a one (1) Match reduction of the Penalty for the applicable Misconduct Penalty Offence (or a one (1) week reduction if the Penalty is expressed as a length of time instead of Matches), unless the Penalty is one match (or one week) only, shall be applied (but no adjustment may be made to any Points penalty); and
- (c) the Club or Club Associate forfeits their right to Appeal.

5.3. Referring a Misconduct Penalty Offence(s)

- (a) Where a Club or Club Associate *refers* a Misconduct Penalty Offence(s) to a Tribunal hearing in accordance with Clause 5.1(c)(ii), the Club or Club Associate shall pay the Request fee in Schedule 2.Part A, and FFV shall convene a Tribunal hearing as soon as reasonably practical.
- (b) For the avoidance of doubt: a Club or Club Associate charged with multiple Misconduct Penalty Offences during a Match may either *accept* all charges, or *refer* all charges to the Tribunal, but not accept some charges and not others, etc. If a matter is referred to the Tribunal and at the Tribunal the Club or Club Associate then pleads guilty no automatic discount under Clause 5.1(d) above applies.

5.4. Serious Offences

- (a) Where a Club or Club Associate is subject to any Serious Offence, FFV may refer the charges to the Tribunal for determination regardless of Clause 5.1(c)(i) above in its absolute discretion.
- (b) *Police Involvement*
 - (i) From time to time, Victoria Police may be alerted to an incident in relation to Football, and FFV may also be reviewing the incident for the purposes of Misconduct.
 - (ii) Where FFV is reviewing an incident, and it is claimed by a Club or individual that the incident is also the subject of a Police inquiry, FFV will postpone its investigation or progress of a matter where directed to do so by the Police. FFV may otherwise, in its absolute discretion, continue its investigation or progress of a matter, and the fact that a Club or individual claims that the Police are reviewing the incident shall not of itself be reason for FFV to cease its investigation or progress of a matter.

- (iii) The Club and/or individual referred to in Clause 5.4(b)(ii) above must keep the FFV informed about the status of the Police inquiry.
- (iv) The FFV may require that a person charged with a criminal offence must serve a Suspension and/or otherwise be suspended from all or any specific football-related activity for such period and on such terms and conditions as it sees fit where it determines its absolute discretion that there is a risk of harm to others or to football.
- (v) The period in clause 5.4(b)(iv) must not last beyond the date upon which all criminal charges are withdrawn or a Court finds the person not guilty of the criminal offence concerned.

5.5. Repeat MP Offences

- (a) Where a Club or Club Associate is found guilty of a Serious Offence and then commits another Serious Offence in the same Season as the first Serious Offence, and where:
 - (i) it is the same Team or Club Associate(s) involved; then the subsequent Serious Offence shall be considered as a Second Offence or Third (or subsequent) Offence, as the case may be, for the purposes of sanctioning under Schedule 2.Part C;
 - (ii) it is a different Team or Club Associate(s) within the Club; then the Tribunal shall be entitled in its absolute discretion to determine whether the subsequent Serious Offence is considered as a Second Offence or Third (or subsequent) Offence, as the case may be, for the purposes of sanctioning under Schedule 2.Part C.
- (b) Clause 5.5(a) above applies for the remainder of the Season as the first Serious Offence regardless of whether the subsequent offences occur in a different Competition or Finals Series.
- (c) Clause 5.5(a) above carries across all Serious Offences as listed in Clause 5.4(a) above. For the avoidance of doubt, the subsequent Serious Offence need not be the same offence as the first offence, but rather any other Serious Offence within the same Season for Clause 5.5(a) above to apply.

By way of example: a Match occurs on 3 May 2017 and a MP6B (Violence against Match Official) charge is found against a Club Associate at Tribunal. Any other Team or Club Associate within that Club that is charged with any Serious Offence listed in Clause 5.2(a) above may be subject to the Second or subsequent Serious Offence penalties until the end of the Season.

5.6. Breaches of the Rules of Competition

Any breach of the Rules of Competition may amount to a Misconduct Offence Penalty (MP10) (Other Misconduct) in FFV's absolute discretion.

6. SUSPENSIONS

6.1. Suspensions

- (a) A Suspension is a ban or prohibition imposed on a Club or Club Associate from participating in a Match in any capacity, either for a period of time, or for a number of Matches. For the avoidance of doubt, a Suspension prevents a suspended individual from attending any Match in any capacity whatsoever, even as a spectator, if the Suspension was imposed in respect of circumstances where the individual was not directly involved in a Match, for example as a spectator, club president, or other club official.
- (b) For the purposes of and subject to 6.1(a) above, unless otherwise directed by a Tribunal, a Club Associate with a Suspension imposed in respect of circumstances where the individual was directly involved in a Match, may attend Matches as a spectator only but must not participate as either a Coach, Player or in any official capacity for any FFV Club. This means and includes, but is not limited to a Suspended Club Associate may not:
 - (i) enter the field of play;
 - (ii) attend the Immediate Surrounds;
 - (iii) take, or otherwise be involved in, training sessions or warm-ups on Match day;
 - (iv) give the Team or Players instructions, either directly or via a third-party, on Match day (this does not prohibit giving encouragement or barracking);
 - (v) complete Team / Match Sheets; or
 - (vi) otherwise approach the Senior Match Official to discuss any aspects of the Match as a representative of the Team or Club, or otherwise hold themselves out as having the authority of a Club Associate for the Match.
- (c) An individual Suspended under Clause 6.1(b) above may, unless otherwise directed by a Tribunal:
 - (i) act as a Marshal or Assistant Referee, provided that the Senior Match Official is made aware of the individual's Suspension and permits the involvement;
 - (ii) train (unless directed otherwise by the Tribunal); or
 - (iii) participate in FFV's "Summer 7s" or "Football5s" programs, unless the individual's Suspension is for conduct greater than 4 weeks length of Suspension.
- (d) Any violation of Clauses 6.1(b) above or 6.1(c) above may amount to Misconduct and may result in FFV, in its absolute discretion:
 - (i) recommencing the Club Associate's Suspension from the date of the violation of the Suspension; or
 - (ii) referring the matter to the Tribunal for determination of Misconduct (MP10).
- (e) In all cases where an individual is Suspended and ordered to undertake training, provide a written apology, or complete any other tasks as required by the Tribunal, the individual shall remain Suspended until such time as all aspects of the determination have been satisfied or completed.

6.2. Clubs Responsible for Payment of Fines and Monies Owing

- (a) A Club is jointly and severally liable to FFV for payment of any Fine imposed on a Club Associate.
- (b) Any party who fails to pay another party a sum of money in full as required by a Tribunal determination may be

- (i) given a time limit in which to settle the debt; and
- (ii) if the party the subject of the determination is a Club, that Club's relevant Team will play for no points in FFV competitions for each Match until the debt is resolved or settled, in FFV's absolute discretion.

6.3. Serving a Suspension

- (a) A Club Associate must serve a Suspension without delay and a Suspension shall remain in effect until served in full irrespective of a change of status, league, level or age group.
 - (i) In all cases until a Suspension is served in full, a Club Associate must not participate in any other Match at any level in FFV Competitions. This includes Suspensions that are not totally served in a Competition Season and that are carried over and served in future or subsequent seasons.
 - (ii) A Suspension arising out of a Finals Series which is not served in full in that Finals Series shall be carried over to the following Competition Season in which the Club Associate participates.
- (b) If a Match is postponed prior to its commencement, such Match will not be classified as a Match served under Suspension for the purposes of calculating a Suspension remaining.
- (c) A Match that is Abandoned after commencement, or Forfeited prior to commencement, shall count as a Match served under Suspension for the purposes of calculating a Suspension remaining unless:
 - (i) any Club or Team to which the Suspended Club Associate belongs was responsible for the facts that led to the Abandonment or Forfeit; or
 - (ii) an incident leading to the Abandonment or Forfeit of a Match is referred to the Tribunal.
- (d) For the avoidance of doubt: where a Match is Abandoned after commencement, or Forfeited prior to commencement, and is subsequently re-played, the Abandoned / Forfeited Match shall not be considered to be a Match served under Suspension, and the relevant Player or other Club Associate will serve their Suspension in the next available Match.
- (e) Unless otherwise advised, relevant Suspensions received in the Winter Season shall also be served in the FFA Cup, Community Shield, and Dockerty Cup, or any other applicable tournaments, and vice versa. For the avoidance of doubt: this shall not apply to Suspensions arising from an accumulation of 5, 10, 15, Yellow Cards (as the case may be), or out-of-season competitions not administered by FFV.
- (f) Clubs and Club Associates may voluntarily serve suspensions for accumulated Yellow Cards in accordance with the provisions of Clause 4.5 above.
- (g) For the avoidance of doubt, where during an independent Tribunal hearing a Club Associate is found guilty on liability, but the Tribunal has postponed or reserved its decision on penalty, the Club Associate shall be considered Suspended until the final decision is delivered, and any Matches missed shall count towards the length of any subsequent ban.

6.4. Interim Suspension Order

- (a) Where an individual is the subject of a Match Official report or is being investigated by FFV in relation to an alleged act of Misconduct, the FFV may order that individual be Suspended, and/or otherwise be suspended from all or any specific football-related activity, for such period and on such terms and conditions as it sees fit where it determines in its absolute discretion that there is a risk of harm to others or to football.
- (b) The period of the order in Clause 6.4(a) above must not last beyond the date upon which any investigation or any subsequent Tribunal proceedings are concluded.

7. INDEPENDENT TRIBUNAL HEARINGS

7.1. Appointment & Composition of the Independent Tribunal

- (a) A pool of Tribunal members shall be maintained, and shall consist of such person or persons as FFV shall from time to time deem fit to appoint (**Tribunal Members**).
- (b) A person shall not be appointed as a Tribunal Member if he or she is an FFV Director, Member or employee, or otherwise has a conflict of interest or perceived conflict of interest that might call into question their independence.
- (c) A person appointed as a Tribunal Member may be removed from the Tribunal Membership at the discretion of FFV, and approved by the Tribunal Chairperson, at any time and without reason.
- (d) One of the Tribunal Members shall be appointed by FFV as the Tribunal Chairperson. The Tribunal Chairperson may approve the appointment of individuals to the Tribunal Member pool. The Tribunal Chairperson herein delegates the administration and appointment of Tribunal Members from the pool to individual hearing panels to the FFV disciplinary department.
- (e) A Tribunal Member shall not be appointed to an independent Tribunal hearing panel if he or she:
 - (i) is a party to, or in any way directly or indirectly interested in, the matter to be heard by the Tribunal; or
 - (ii) is a Member or Official of a Club, or otherwise has any relationship with a Club that is a party to a matter, such that that person may be seen to be not independent.
- (f) Subject to this By-Law a Tribunal hearing may consist of one, two or three Tribunal Members.
- (g) Where at a particular hearing the independent Tribunal consists of more than one Tribunal Member:
 - (i) if the Tribunal Chairperson is one of the Tribunal Members appointed for that hearing, he or she shall act as Chairperson at the hearing; or
 - (ii) In any other case, the Tribunal Members shall appoint a Chairperson amongst themselves at the hearing.
- (h) The Chairperson of all hearings, and any Tribunal member sitting at a hearing alone, must hold legal qualifications.
- (i) Any objections to the composition of a particular independent Tribunal Hearing Panel by a party must be made prior to, or at, the hearing of the relevant matter, failing which the parties will be deemed to have no objection to the composition of the Tribunal Panel or any member of it.

7.2. Jurisdiction of Tribunal

- (a) The Tribunal shall have jurisdiction in respect of:
 - (i) any matters referred to it by FFV including, but not limited to, a matter involving a person who has submitted to the jurisdiction of FFV;
 - (ii) any objection to the composition and independence of the Tribunal Members forming the Panel;
 - (iii) any request by a Club Associate to review any sanction;
 - (iv) a Grievance (but subject to Clauses 3.1(e) above and 10.6(c) below); or
 - (v) any other matter in respect of which the Tribunal is given jurisdiction by FFV.

- (b) For the avoidance of doubt, the Tribunal shall not have any power to hear disputes relating to a Club Associate's contract with a Club, other than in accordance with Clause 10.6 below.
- (c) No Tribunal Member may represent a Club or Club Associate in any proceedings before the Tribunal whilst either a Tribunal Member, or within 12 months from the end of their term of appointment as a Tribunal Member, without express prior written permission of FFV.

7.3. Tribunal Process

- (a) If FFV determines to refer a matter to the independent Tribunal, it shall notify the relevant Clubs of all persons who may be affected by the Tribunal's decision of the following:
 - (i) the time, date and place of the hearing;
 - (ii) details of the allegations against the party charged to enable the party to prepare a response to the allegations;
 - (iii) details of any documents or other evidence which may be relied upon at the hearing in support of the charge;
 - (iv) that the party may make written representations to the Tribunal and/or appear before the Tribunal to make submissions, but may only be legally represented in the circumstances set out clause 7.3(e) below;
 - (v) the penalty and/or sanction it recommends to the Tribunal be imposed if the party is found guilty; and
 - (vi) whether the FFV will make oral submissions and/or examine any person at the hearing (and if the FFV does not so notify then it is deemed to have stated that it will not).
- (b) FFV may remove from the notification, the names of any or all individuals who are under a legal incapacity (for example, those under the age of 18) if it feels it appropriate to avoid those names forming part of a permanent or public record. If the FFV does so, it must communicate those names orally to the other parties to ensure that natural justice prevails.
- (c) The Tribunal may conduct the hearing in any manner it sees fit including but not limited to video or teleconference (and, if it considers it appropriate, allowing an amendment to the charges) provided that:
 - (i) all parties affected are given a reasonable opportunity to be heard; and
 - (ii) the hearing is conducted with as little formality, and with as much expedition, as proper consideration of the matters permit.
- (d) The Tribunal is not bound by the rules of evidence or by practices or procedures applicable to courts of record, but may inform itself as to any matter and in such manner it deems appropriate provided that the Tribunal adheres to the principles of natural justice. The following is ordinarily relevant to Tribunal Proceedings:
 - (i) at the commencement of a hearing the Tribunal Chair will read out each charge;
 - (ii) the person or Club charged, if present, will be asked whether or not they plead guilty or not guilty;
 - (iii) the parties (but not the FFV, unless it has provided an affirmative notification under Clause 7.3(a)(vi) above) will be invited to give to the Tribunal a summary of the matters on which they wish to rely.
- (e) A party may be represented by a person with legal qualifications only upon leave of the Tribunal. However, there is a presumption that Clause 7.3(c)(ii) above will

be breached if that leave is granted, therefore the Tribunal must refuse that leave unless:

- (i) the facts of the case are complex (and whether a party has provided notification under Clause 7.4(b)(ii) below has no relevance to this test); and
- (ii) the FFV has received an email (from that party or the legal representative) by no later than 2pm on the day that is two business days before the date of the Tribunal hearing, in which that party:
 - seeks that leave; and
 - submits the reasons why the test in Clause 7.3(e)(i) has been met; and
 - submits the identity of the proposed legal representative,

or unless the FFV has provided an affirmative notification under Clause 7.3(a)(vi) above. The FFV must ask the Tribunal members who will be hearing the charges to consider the request to be legally represented, and advise the party of their decision, as soon as possible.

Note: The reason the Tribunal must refuse that leave is to reflect the fact that the Tribunal hearings are a fact-finding exercise that the Tribunal is sufficiently equipped to perform itself (for example, by examining witnesses itself). Natural justice is not compromised if the FFV will not be making submissions or examining witnesses (which it cannot if it has not provided an affirmative notification referred to in Clause 7.3(a)(vi) above).

- (f) If the FFV has provided an affirmative notification under Clause 7.3(a)(vi) above, the FFV may make such submissions to the Tribunal as it sees fit; whether in a role as Counsel Assisting the Tribunal or otherwise. If the FFV has provided a negative notification (or no notification) under Clause 7.3(a)(vi) above then the FFV must not make any oral submissions to the Tribunal or examine any witness.
- (g) Any evidence given, or statement made, in response to an allegation is without prejudice and may not be used in any subsequent court proceedings unless required by an appropriate court process.

7.4. Attendance at Tribunal

(a) *By a Club and/or Club Associate*

- (i) The attendance at the Tribunal of the Club Associate(s) who, and/or (a representative of) the Club (as the case may be) that, has been charged is mandatory.
- (ii) Failure by a Club Associate(s) to attend Tribunal may result in:
 - a matter being adjourned (see Clause 7.8 below); or
 - the matter proceeding without the Club Associate(s) or the Clubin the Tribunal's absolute discretion, and may also result in a charge of Other Misconduct (MP10) in FFV's absolute discretion.

(b) *By Referee*

- (i) Any written (including electronic) Incident Report or Misconduct Report, or other such report completed by a FFV appointed Match Official (Referee(s)) in relation to any matter before the Tribunal, shall stand as the Match Official's statement of evidence, unless the Match Official determines to also provide oral evidence at the hearing.
- (ii) Unless a Club or Club Associate provides prior notification to FFV that a FFV appointed Match Official is required for cross-examination, it is deemed that the FFV appointed Match Official is not required for cross-examination and the Match Official's record of events is not challenged for factual matters (and Clause 7.5(b) below does not apply).

(iii) Provided the Match Official is available by telephone if required, the physical presence at a Tribunal hearing of a FFV appointed Match Official (Referee(s)) in relation to any matter before the Tribunal is not mandatory for the matter to proceed, unless otherwise so directed by the Tribunal.

(c) For the avoidance of doubt, any written (including electronic) Incident Report or Misconduct Report provided by a Match Official shall stand as the facts of the alleged Misconduct event. The onus shall rest with the party challenging the facts of the event to establish to the comfortable satisfaction of the Tribunal that the facts as recorded are inaccurate or otherwise misrepresent the event.

7.5. Witness Evidence

(a) The Tribunal may require any witnesses who are not parties to the matter to vacate the hearing room until called upon to give evidence.

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

(c) The parties may call evidence from such witnesses as are permitted by the Tribunal and all such witnesses can be subject to questioning by the other party (but not the FFV, unless it has provided the notification referred to in Clause 7.3(a)(v) above) or members of the Tribunal.

(d) Evidence may be given in-person, or by way of a telephone or video link, unless the Tribunal directs otherwise.

7.6. Documents or Other Evidence at Tribunal

(a) Parties who wish to rely upon documents or other evidence (video recordings, witness statements, CCTV, photos, and so forth), must provide copies of such material to FFV no later than COB 48hrs prior to the scheduled hearing.

(b) Material provided after this time will result in such documents not being permitted at the hearing except with leave of the Tribunal. For the avoidance of doubt, a party wishing to rely on video evidence must bring appropriate means to play the evidence at the hearing.

7.7. Completion of Evidence

(a) At the completion of the evidence:

(i) the parties shall leave the hearing room if requested by the Tribunal;

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

(iii) the Tribunal may give an oral decision, a written decision, or may postpone the decision until such time as it deems necessary to formulate a decision. The Tribunal is not required to give reasons for its decision, but may do so in its absolute discretion.

(b) If the Tribunal in a particular matter is constituted by more than one person, the question(s) before it may be decided by majority opinion. Where the Tribunal consists of only two persons, the Chair shall have the deciding vote.

7.8. Penalties and Sanctions

(a) At a Tribunal hearing, the Tribunal may make a finding that the Offence(s):

(i) have not been proven. In such case, the Tribunal may remove any Additional Suspension that may have been imposed (but may not remove or alter any applicable Automatic Suspension(s)); or

(ii) have been proven as charged. Where the Tribunal makes such a finding in a Recommended Penalty Offence matter, the Tribunal may either reduce

or increase the ordinarily imposed Recommended Penalty Offence where the circumstances so warrant in the Tribunal's absolute discretion; or

- (iii) have been proven, but at a different grading or as a different offence. Where the Tribunal considers a different grading or offence has been established, it must give the party charged an opportunity to put any evidence and/or submissions in relation to that different offence to the Tribunal prior to the Tribunal imposing its finding.
- (b) Where the Tribunal finds that charge(s) have been proven (either as charged, or at a different grading or offence), then prior to imposing any penalty or sanction the Tribunal must invite the parties to make submissions to the Tribunal on the question of what penalty or sanction, if any, ought to be imposed.
- (c) Where a Club is found guilty of any charge which arises either wholly or partly out of the conduct of a Club Associate(s), the Tribunal must, when considering the question of penalty, take into account any steps taken by the Club to:
 - (i) identify such Club Associate(s) and/or
 - (ii) minimise the risk of a repetition of such behaviour by the relevant Club Associate(s).
- (d) The Tribunal may have regard to any matters which it considers relevant to the question of penalty and, without limitation, may consider:
 - (i) the seriousness of the conduct with which the party is charged or found guilty of by the Tribunal;
 - (ii) any loss or damage sustained or likely to be sustained by any party including but not limited to FFV howsoever arising from the conduct;
 - (iii) evidence of the Tribunal history of the party charged;
 - (iv) the extent to which the party has made efforts to prevent the conduct from occurring; and/or
 - (v) insofar as they are relevant, the objectives of the FFV Constitution.
- (e) If the Tribunal provides written reasons then FFV shall publish those reasons on the FFV website unless otherwise directed by the Tribunal. However, the FFV must not publish the names of any person under a legal incapacity (for example, those under the age of 18).
- (f) In addition to any Recommended Penalty required under this By-Law, the Tribunal may impose, in its own absolute discretion, any one or more of the following penalties or outcomes on such terms as it see fit:
 - (i) Expulsion.
 - (ii) Disqualification.
 - (iii) Suspension (including but not limited to suspension of a registration or accreditation).
 - (iv) A monetary penalty upon a Club only.
 - (v) A reprimand or caution.
 - (vi) Mediation.
 - (vii) Deduction of Championship points.
 - (viii) Compulsory attendance at an appropriate Education Course approved by FFV.
 - (ix) Any such other sanction or penalty as the Tribunal sees fit.

Note on clause 7.8(f): in accordance with FFA National Disciplinary Regulations Clause 12.3, a fine cannot be issued against an Amateur, and in the case of a

Professional, cannot exceed one half of the Total Payments that Participant would have received over the duration of the sanction.

- (g) Where a party fails to comply with a determination of the Tribunal, this may be referred back to the Tribunal for further determination or may be handled in a manner as determined by FFV.
- (h) Subject only to the specified rights of Appeal under clause 8 below, a determination of the Tribunal (or the Appeals Board) is final and binding on all parties. The parties undertake to carry out the determination without delay.

7.9. Education Courses

- (a) In appropriate circumstances, the independent Tribunal may impose compulsory attendance at an education course approved by FFV as follows:
 - (i) a respect and responsibility course; and/or
 - (ii) a Laws of the Game course; and/or
 - (iii) an anger management course; and/or
 - (iv) any other education course the Tribunal deems relevant.
- (b) Where a Club, Team, Club Associate and/or any other person or persons are directed to attend an Education Course:
 - (i) FFV will provide the Club with details of the next available session of the relevant education course;
 - (ii) If a Club or Team has been ordered to attend, and individual persons have not been specified, then all members of that Club or Team are required to attend unless otherwise stated; and
 - (iii) Where an individual is Suspended from participating in football until the relevant education course is complete, it is the responsibility of that individual to provide evidence of successful completion of the relevant course to FFV prior to resumption.
- (c) The cost of participation in an education course (if applicable) shall be paid by the Club, Team, Club Associate and/or any other person or persons who are ordered to undertake such a course. The ultimate responsibility for payment, failing all other persons and/or entities, shall be the responsibility of the Club to which any participant(s) belong to or was part of at the time of the education course was ordered.

7.10. Adjournments

- (a) Without limiting the generality of any Clause of this By-Law or any discretion of the independent Tribunal, adjournments shall only be granted for extraordinary circumstances or where the Tribunal considers it would be harsh or unconscionable to any party or FFV not to do so. Ordinarily, adjournments will not be granted in circumstances where a charged party simply refuses or fails to attend a hearing.
- (b) Any requests to FFV for adjournment of a hearing must be lodged in writing and outline the reasons for adjournment. FFV may grant once-only an adjournment to a party upon application where FFV thinks it is fair and equitable to do so.
- (c) Where Clause 7.10(b) has not been satisfied, adjournments may only be ordered at the hearing in the independent Tribunal's absolute discretion.
- (d) Notwithstanding any request for adjournment, FFV or the Tribunal where applicable, in its absolute discretion may adjourn a matter for its own purposes.

7.11. Recording and Transcript

- (a) This Clause 7.11 stands as notice to all attendees at a FFV Tribunal hearing that sound and voice recording may occur and they may be recorded during a Tribunal hearing without any further notice being provided.

- (b) FFV may record a Tribunal hearing (which shall stand as the official recording):
 - (i) at the request of a party to a Tribunal hearing; or
 - (ii) of its own volition.
- (c) No party may record a Tribunal hearing without prior written permission from FFV.
- (d) Where FFV records a hearing, FFV may store that recording for the purposes of an Appeal. FFV may transcribe the recording at the request of a party or of its own volition. The transcript as transcribed by FFV shall serve as the official record of the Tribunal hearing.
- (e) The costs of transcribing a recording (if available) for the purposes of an Appeal shall be borne by the party requesting the transcription.

8. APPEALS

8.1. Appeals Board

- (a) FFV shall establish an independent Appeals Board comprised of senior, legally experienced members of the pool of Tribunal Members to hear Appeals under this By-Law or Appeals allowed under any other FFV Regulation, By-Law or Policy (**Appeals Board**).
- (b) The Appeals Board shall be constituted by such persons as FFV sees fit, save that any member of a Tribunal panel that hears a matter at first instance shall not be eligible to constitute part of an Appeals Board to hear that matter on Appeal.
- (c) One of the Appeals Board members shall be appointed by FFV as the Appeals Chairperson. The Appeals Chairperson herein delegates the administration and appointment of individual appeals board hearing panels to the FFV Discipline Department.

8.2. Who Can Appeal?

- (a) Subject to this By-Law a party subject to a determination of the independent Tribunal may appeal such to the Appeals Board on the following grounds only:
 - (i) Denial of natural justice;
 - (ii) Error of fact or law; or
 - (iii) In any other case with leave of the Appeals Board.
- (b) A party subject to a determination of the independent Tribunal that did not participate in the first instance Tribunal hearing, shall ordinarily have no right to appeal unless leave is granted by the Appeals Board, which shall be heard as a preliminary matter to any appeal hearing as the Appeals Board sees fit.
- (c) If the Appeals Board is satisfied that grounds of appeal are made out it may then proceed to:
 - (i) where a transcript of the Tribunal hearing is available, review the matter in order to remedy any erroneous determinations; or
 - (ii) where no transcript of the Tribunal hearing is available, or in its absolute discretion, rehear the matter on the merits as a new hearing (hearing *de novo*).

8.3. Time Limit to Appeal

- (a) An appeal may be brought:
 - (i) no later than 5:00pm, 5 business days after the day on which the decision of the Tribunal was notified by FFV; and
 - (ii) by lodging with FFV a duly completed and signed Notice of Appeal in the form set out in Schedule 3.Part D and payment of the appeal fee set out in Schedule 2.Part A (**Appeal Fee**).
- (b) Where 8.3(a) above has not been satisfied, no appeal may be commenced without leave of the Appeals Board, or in FFV's absolute discretion.
- (c) FFV may waive, upon application, the Appeal Fee in cases of hardship in its absolute discretion. However, where FFV waives the Appeal Fee, and the appeal is ultimately unsuccessful, the Appeals Board may order that all or part of the Appeal Fee be paid to FFV.

8.4. Notice of Appeal

- (a) The Notice of Appeal shall specify:
 - (i) the grounds of Appeal against the findings made by the independent Tribunal; and

- (ii) whether the Appeal is against the findings of the Tribunal, or the severity of the penalty or outcome imposed by the Tribunal; and
 - (iii) such other details as set out in the relevant Form or as reasonably requested by FFV.
- (b) The Notice of Appeal may be lodged with FFV by:
- (i) hand delivering it during regular business hours;
 - (ii) e-mail; or
 - (iii) post mail.
- (c) Upon receipt of the Notice of Appeal FFV shall:
- (i) fix a date, time and place for the hearing of the Appeal as soon as practicable; and
 - (ii) advise all parties interested in the Appeal in writing of these particulars and any amendment to these particulars.

8.5. Appeal Hearing

- (a) The provisions of Clause 7 above shall apply to the appointment, composition, procedures, independence, and adjournments of the Appeals Board with such modifications as are necessary as though a reference to 'Tribunal' therein was a reference to 'Appeals Board', with the exceptions that:
- (i) parties always have the right to be represented by a person with legal qualifications; and
 - (ii) Appeals Board hearings will not be recorded.
- (b) Where an Appeal is in relation to a Suspension, such Suspension shall remain in place pending the determination of the Appeal. The Appeals Board may on application by a party to the Appeal or of its own motion:
- (i) order that the Appeal be adjourned; and/or
 - (ii) stay the execution of any sanction imposed on the appellant pending the determination of the Appeal.
- (c) The Appeals Board may only make an order pursuant to Clause 8.5(b) above where it is satisfied that there are exceptional and compelling circumstances that make it harsh or unconscionable if an order was not made.
- (d) At the hearing the Appeals Board may make a finding that:
- (i) the Offence(s) have not been proven in which case:
 - it may order that all, or a portion of, the Appeal Fee be refunded; and/or
 - it may remove any Additional Suspension that may have been imposed (but may not remove or alter any applicable Automatic Suspension);or
 - (ii) the Offence has been proven as charged; or
 - (iii) the Offence has been proven on a different level or grading; or
 - (iv) a different Offence has been proven.
- (e) Where the Appeals Board makes a finding that a different Offence has been proven, it may impose or confirm the imposition of the relevant Penalty for that Offence, and may in its absolute discretion, increase or decrease the Penalty or impose or remove any additional sanctions as it sees fit (but may not remove or alter any applicable Automatic Suspension).
- (f) In the case of all other offences, conduct or omissions, the Appeals Board may impose such penalty or sanction as it sees fit.

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

8.6. Publication of Appeals Board Decisions

Appeals Board decisions shall be public and shall be disclosed on the FFV website, unless ordered otherwise by the Appeals Board.

8.7. Associations, Regional Areas, and Other Competition Administrators

- (a) Subject to the applicable constitution, rules, regulations, by-laws or any other relevant document of a Competition Administrator within Victoria, the FFV Appeals Board may be constituted to hear an Appeal from the Tribunal, or equivalent judiciary or disciplinary panel, of a FFV recognised Association, Regional Area or Competition Administrator.
- (b) For the purposes of any Appeal brought in accordance with Clause 8.7(a) above, the applicable governing document for the Appeal shall be this By-Law.

9. REGISTRATIONS, FORFEITS AND ABANDONMENTS

9.1. Definitions

For the purposes of this Clause:

- (a) **Change of Status** has the same meaning as in the FFV Registration Regulations.
- (b) **Dual Registration** has the same meaning as in the FFV Registration Regulations.
- (c) **Field** means to record a player's name on the Match Record and "Fields" and "Fielded" shall have corresponding meanings.
- (d) **Ineligible** means a player who is one of the following:
 - (i) Playing for the wrong Club or Team;
 - (ii) Playing within a stand-down period due to Change of Status;
 - (iii) Playing while registered for two clubs at the same time without a Dual Registration exemption to do so;
 - (iv) Playing while not Registered;
 - (v) Playing while under Suspension;
 - (vi) A player who has been shown a Red Card earlier in a fixture that is still being played;
 - (vii) Playing while Ineligible to do so for any other reason determined by FFV;
 - (viii) A Player or Players in breach of Rule 2.2 of the Rules of Competition; or
 - (ix) A Player or Players in respect of which Rule 3.3 of the Rules of Competition apply.
- (e) **MiniRoos** or equivalent player registrations refers to players under the age of 12.
- (f) **Offence** means when FFV has found upon investigation, audit, processing or notification there has been a breach of this Clause including any of the previous fixtures in which an Unregistered or Ineligible Player(s) has participated.
- (g) **Registered** means a player who is registered in accordance with the applicable FFV Registration Regulations, and/or FFA National Registration Regulations, including without limitation seeking an International Transfer Clearance (ITC) where applicable.
- (h) **Request for information** from time to time FFV may request that a Club provide to it information in relation to player registration matters or otherwise as reasonably requested in order to ensure the integrity of football.
- (i) **Unregistered** means a player who is not Registered.

9.2. Registration – Scope and Penalties

- (a) All Clubs and Teams must Register all Players in accordance with the FFV Registration Regulations.
- (b) FFV may find Unregistered or Ineligible Player(s) through random audits, daily processing or upon investigation following notification of a breach of this Clause.

- (c) Where a Club or Team Fields an Unregistered or Ineligible Player in a Match, including Finals Series or Play-Off Matches, the following applies:
- (i) A Team that is found to have fielded an Unregistered or Ineligible Player(s) during a Match(s), the score for the respective Match(s) shall be as follows:
- where that Team loses the Match, the result shall be the greater of the actual score or a 3-0 result;
 - where the score is a draw that Team shall be deemed to have lost the Match 3-0; or
 - where that Team wins the Match, the result shall be a 3-0 win to the non-infringing Team.
- (ii) Notwithstanding Clause 9.2(c)(i) above, where FFV finds that a Club or Team has Fielded Unregistered or Ineligible Player(s) in multiple Matches over a period of time, such that the automatic imposition of a penalty under Clause 9.2(c)(i) above would, in FFV's opinion, cause undue hardship or would result in an extraordinary penalty situation, FFV may in its absolute discretion:
- deduct competition points from the Team, capped at 12 points, without altering any of the corresponding individual Match results; or
 - reverse such Match results 3-0 as necessary, or issue a Warning and Reprimand; or
 - refer the matter to the Tribunal.

Matters that FFV may take into account in making a decision under Clause 9.2(c)(ii) above include, but are not limited to, whether or not in FFV's opinion the Unregistered or Ineligible Player(s) was intentionally or inadvertently Fielded; whether a genuine administrative error occurred; whether the Club made any enquiries to FFV about the Player(s) prior to the Match; any remorse shown; the experience of the Team or Club administrator; the age-group affected; and any other factors FFV may consider relevant in the circumstances.

By way of example: where FFV learns in round 9 of a season that an U14 Team has inadvertently failed to correctly register a Player, rather than automatically deduct 27 points from that Team and reverse 9 Matches, FFV may either deduct up to 12 points from the Team and not reverse any individual Matches, reverse such Matches as necessary, or refer the matter to Tribunal for determination, in its absolute discretion.

- (d) Where FFV learns of Unregistered or Ineligible Player(s) via internal audits, and no Club or Team has raised a Protest within time, FFV may deal with the matter via a Warning and Reprimand for the first occasion in its absolute discretion. The matter shall then be considered finalised (see Additional Notes section below).
- (e) The time limit for a Club or Team to Protest from the date of the relevant Match, after which the result of the Match is considered finalised, is:
- (i) the time limit specified in the rules of competition for the relevant competition; or
- (ii) if there is no such time limit specified, ten calendar days.

Note on Clause 9.2(e): it is important for the integrity of the competition and league that the results of Matches are considered final. The intention of this Clause is to prevent teams from "saving up" suspicions of Unregistered or Ineligible Players in other teams until shortly before finals, in order to make a last effort to accrue points for finals. Legitimate concerns by a team should be notified to FFV promptly.

- (f) There shall be no appeal mechanism to the Tribunal or Appeals Board for any determinations made by the FFV in relation to Ineligible or Unregistered Player(s)

in accordance with this Clause 9.2, unless FFV in its absolute discretion refers the matter for consideration to the Tribunal.

Additional notes on Clause 9.2: in state league junior football for U12s to U15s inclusive and junior metro football, the focus is on participation. Where Unregistered or Ineligible Player(s) in these leagues are identified, FFV will favour an interpretation of a genuine administrative error unless it can be shown that the Unregistered or Ineligible Player(s) were played intentionally. However in NPL leagues, or other state league or metro competitions, FFV's expectation is for greater administrative compliance by Clubs, and participation by Unregistered or Ineligible Player(s) in these competitions may be interpreted against the Club or Team more stringently.

9.3. Forfeits and Abandoned Matches

- (a) FFV shall determine the Game Score of any Abandoned Match due to Misconduct in accordance with the Rules of Competition.
- (b) Where an Abandoned Match is referred to the Tribunal due to a breach of a relevant Misconduct Offence Penalty, the Tribunal may determine only the question of the alleged Misconduct and shall have no power to determine the Game Score or order a full or partial replay of that Match.
- (c) Notwithstanding Clause 9.2(c)(ii) above, FFV may direct an Abandoned Match to be replayed in FFV's absolute discretion if the circumstances so warrant.
- (d) Where a Team Forfeits a Match, the relevant Team may be penalised subject to the Rules of Competition and this By-Law.
- (e) In all cases where a Team forfeits a Match the score shall be recorded as 3-0 to the non-offending Team, and the forfeiting Team shall be Fined as follows, where notification of the forfeit is:
 - (i) before 9:00am, 5 days prior to the Match, no fine shall apply;
 - (ii) after 9:00am, 5 days prior to the Match, a fine of 3 Penalty Units; and
 - (iii) after 9:00am, 3 days prior to the Match, a fine of 6 Penalty Units.
- (f) To avoid doubt this Clause shall not apply to WNPL, NPL or NPL2 Teams.

9.4. False or Misleading Information

The provision of false or misleading information by a Player, Club or Club Associate on a Prescribed Registration Form or document, or via the on-line Registration System (MyFootballClub), during the player registration process shall constitute Misconduct, and a 2 Match Automatic Suspension on the Player may be imposed, and the matter may be referred to the FFV Tribunal at the discretion of FFV for the determination of any further sanctions which are to be applied.

9.5. System or Technical Error

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

- (a) Only those system or technical errors that occur on weekdays up until 5.00pm on a Friday, (excluding Public Holidays) will be taken into account; and
- (b) Should a Club or Team decide to process registrations on non-business days (Weekends and/or Public Holidays) or after 5.00pm on a Friday, the Club or Team is responsible for ensuring all registrations are successfully processed and valid for all Club and team fixtures.

9.6. Request for Information

- (a) Where FFV requests a Club to provide information in relation to a Club's registration matters, or otherwise as reasonably requested in order to ensure the

integrity of football, the Club must comply within 7 days (or as otherwise reasonably requested by the FFV).

- (b) A failure to comply with Clause 9.6(a) above shall result in all of that Club's teams playing for no points until the requested information is provided. Should a Club subsequently comply with Clause 9.6(a) above, any games which were played for no points during the non-compliance period shall not be replayed, and any points potentially lost shall be deemed as forfeited.

9.7. MiniRoos or Equivalent Player Registrations

- (a) All Clubs are to ensure that all of their MiniRoos Players are registered in accordance with the FFV registration requirements as published from time to time.
- (b) A failure to comply with Clause 9.7(a) above shall in the first instance result in a warning given to the Club, at which point they shall be given 7 days (or as otherwise reasonably requested by the FFV) to rectify the situation without any further penalty. Should the matter not be satisfactorily resolved, or should a Club commit further offences, they may be subjected to a Fine of 10 Penalty Units for this and every subsequent offence.

10. OTHER MATTERS

10.1. Notification to Club or Club Associates

- (a) Where FFV is required under this By-Law to notify any Club or Club Associate of any matter, such notification requirement shall be deemed to have been satisfied by FFV disclosing the notification by any one of or any combination of the following:
 - (i) on the FFV website;
 - (ii) sending the notification by email directly to the relevant Club Associate's nominated contact email address as listed in the FFV Club directory (MyFootballClub register);
 - (iii) sending the notification by email to the Club or Club Associate's President or Secretary;
 - (iv) sending the notification to the Club or Club Associate's postal address as listed in the FFV Club directory by pre-paid ordinary post.
- (b) For the purpose of calculating any relevant time periods, such notification will have been deemed to have taken place:
 - (i) in the case of notification by publication on the FFV website, or via email, the day on which it was published or emailed online; and
 - (ii) in the case of notification by post, at the expiration of 3 business days from the date on which such notification was posted.

10.2. Clubs are Responsible for Maintaining Contact Details

- (a) Clubs and Club Associates are responsible for ensuring that Club Contact details, Club Administrator details, Player and Coach details, are correctly notified online via the MyFootballClub online registration system.
- (b) Where a Club or Club Associate fails to correctly notify FFV of a change of details, that is by updating them on the MyFootballClub online registration system, this will not be considered an extraordinary circumstance for the purposes of this By-Law.

10.3. Member Protection Policy and GDT

- (a) FFV has adopted the FFA National Member Protection Policy (**MPP**), as advised from time to time, to address issues of discrimination, harassment and vilification for all FFA affiliated Competition Administrators, Clubs and Club Associates.
- (b) Where an incident may constitute either/or a breach of the MPP and this By-Law, FFV may in its absolute discretion determine the appropriate governing document under which to investigate, process, and penalise (if necessary) any matter.
- (c) For the avoidance of doubt, an individual shall remain under Suspension until all penalties have been satisfied or completed whether the penalties were determined administratively or by the Tribunal.

10.4. Mediation

- (a) In relation to any dispute, alleged Misconduct or other matter, FFV may require Club or Club Associates to attend mediation with an independent mediator who shall act as a mediator for the purpose of attempting to reach agreement between the parties to the dispute.
- (b) Mediation shall be conducted on a without prejudice basis and the mediator shall have no power to impose any decision on any of the parties.
- (c) A failure by a Club Associate to attend such a meeting when requested without reasonable excuse may amount to Other Misconduct (MP10) and, at FFV's discretion, may be referred to the Tribunal for Determination.

- (d) Unless agreement is reached at such a meeting and recorded in writing and signed by the parties, FFV may in its complete discretion, decide to refer any allegations of Misconduct or other matter to the Tribunal.
- (e) FFV shall neither be a party to mediation nor make submissions on behalf of any party, but may provide case materials from any investigation into the matter conducted by FFV and upon which the parties and the mediator may rely.
- (f) Ordinarily FFV shall not keep a formal record of mediations however may retain a copy of a settlement agreement reached between the parties.
- (g) Mediation may also be sought externally of FFV through the Dispute Settlement Centre of Victoria, or conciliation may be requested through the Victorian Equal Opportunity and Human Rights Commission (VEOHRC). To avoid doubt, FFV will not be a party to any external dispute resolution proceedings nor provide any case materials from any relevant investigations.

10.5. Grievance

- (a) Clauses 8.2(j) and 8.3 of the FFV constitution refer to the resolution of Disputes in accordance with the Grievance Procedure.
- (b) For the avoidance of doubt, this GDT By-Law constitutes the Grievance Procedure in Clause 8.2(j) and 8.3 of the FFV constitution, and grievances to be determined by arbitration may be referred to the Tribunal for determination by FFV in accordance with the procedures in this By-Law.
- (c) For the avoidance of doubt, Clause 3.1(e) above is an exception to this Clause. Parties that wishes to challenge the FFV's decision made under Clause 3.1(e) above may appeal that decision to the Tribunal (for example, under Clauses 4.12(a) and 5.1(c)(ii) above) but not via a Member (as defined in the FFV constitution) as a Grievance, and not as a Grievance if they are a Member themselves, and such an appeal is not done under the Grievance Procedure.

10.6. Contract Disputes

- (a) If a Contract dispute arises between Club Associates (Player and Club ONLY) the FFV shall of its own volition or upon a written request by a party to the dispute appoint a person to act as an Arbitrator to determine the dispute provided the dispute arises no more than 12 months prior to the request for arbitration or any other time provided FFV agrees to such referral.
- (b) Unless determined otherwise by a Contract Arbitrator, any amounts of money awarded as part of a determination must be settled in full within 30 days. A failure to comply with this shall amount to Misconduct and may be referred back to the Tribunal for determination.
- (c) A determination made in accordance with Clause 10.6(a) above shall be binding on the respective parties involved. There will be no appeal mechanism within FFV.
- (d) To avoid doubt, FFV will only appoint an Arbitrator in respect of a NRR05 – Professional Player Contract that has been lodged with FFV in accordance with the FFV Registration Regulations.
- (e) Where upon FFV discovers that a club has contracted a player but failed to lodge a NRR05 – Professional Player Contract for that player with FFV and/or FFA, the following may apply:
 - (i) FFV will compel the club to lodge the NRR05 – Professional Player Contract with FFV and/or FFA and such Contract will apply retroactively as though it had been lodged at the date of execution; and/or
 - (ii) The Club will be charged with Misconduct, the penalty for which shall be determined by the Tribunal.

Where Clause 10.6(e)(i) above is applied, the relevant player's professional registration fee (if applicable) must be paid prior to the player being deemed eligible to take the field again.

- (f) Notwithstanding Clause 9.2(c) above, where Clause 10.6(e) above applies to a Player, that Player shall be deemed to be eligible for the purposes of registration and not subject to the provisions of Clause 9.2(c) above.

SCHEDULE 1. YELLOW AND RED CARD OFFENCES

PART A. Minor Infringements – Yellow Card Codes

Y1	Unsporting behaviour.
Y2	Dissent by word or action.
Y3	Persistent infringement of the Laws of the Game.
Y4	Delaying the restart of play.
Y5	Failure to respect the required distance when play is restarted with a corner kick, free kick or throw-in.
Y6	Enters or re-enters the field of play without the referee's permission.
Y7	Deliberately leaves the field of play without the referee's permission.

PART B. Serious Infringements – Red Card Codes

R1	Denying goal scoring opportunity – Handling the Ball
R2	Denying goal scoring opportunity - Foul
R3	Serious foul play
R4	Spitting
R5	Violent conduct
R6	Offensive, insulting, abusive or intimidating language and/or gestures
R7	Receiving a second caution in the same Match
R8	Offences against Match Officials

Unless otherwise defined in this By-Law, the definitions of the terms set out above as Y1-Y7 and R1-R6 shall have the same meanings as those set out in the FIFA Laws of the Game and the FIFA Disciplinary Regulations as published from time to time.

PART C. Penalties By Red Card Offence (see Clause 4.8(d))

CODE	OFFENCE	GRADING GUIDELINES	PENALTY
R1	Denying goal scoring opportunity – Handling the Ball		Auto
R2	Denying goal scoring opportunity - Foul		Auto
R3	Serious foul play <i>(Typically, but not limited to, serious foul play when the ball is in play)</i>	1. Careless or reckless tackle	Auto
		2. Attempting to gain possession of the ball using excessive force	Auto + 2
		3. Conduct that endangers the safety of an opponent in a contest for the ball or has the potential to cause serious injury	Auto + 4
		4. Conduct causing serious injury	Auto + 8
R4	Spitting	1. Spitting at an opponent or another Club Associate	Auto + 4
		2. Spitting <i>on</i> an opponent or another Club Associate	Auto + 8
R5	Violent conduct <i>(Typically, but not limited to, serious foul play when the ball is not in play, and/or playing distance)</i>	1. Minimal contact with an opponent or Club Associate	Auto + 2
		2. Violent conduct and/or attempted violent conduct towards an opponent or Club Associate	Auto + 4
		3. Serious and/or premeditated violent conduct towards an opponent or Club Associate	Auto + 6
		4. Serious violent conduct that has caused bodily harm or responsibility for a Melee (violent)	Auto + 12
R6	Offensive, insulting, abusive or intimidating language and/or gestures	1. Using language and/or gestures in frustration	Auto
		2. Using language and/or gestures directed at another player or Club Associate	Auto + 2
		3. Incitement to violence, or repeated use of offensive language and/or gestures, to another Player or Club Associate	Auto + 6
		4. Use of discriminatory, homophobic, racist, religious, ethnic or sexist language and/or gestures	Auto + 8
R7	Second caution (Yellow Card)		Auto

CODE	OFFENCE	GRADING GUIDELINES	PENALTY
R8	Offences against match Officials	1. Unsporting conduct	Auto + 2
		2. Using offensive language and/or gestures	Auto + 4
		3. Repeated use of offensive language and/or gestures.	Auto + 6
		4. Inappropriate contact with and/or conduct	Auto + 10
		5. Threatening or intimidating language and/or conduct towards a Match Official or conduct reasonably perceived as a threat of physical violence towards a Match Official or their family or property	Auto + 16
		6. Spitting at or on a Match Official	1 year
		7. Violence towards a Match Official and/or their family or property	2-5 years. Refer to MP7G
		8. Violence towards a Green Shirt Referee or Junior Match Official and/or their family or property	2 years if under 18 10 years if 18 or over Refer to MP7H

SCHEDULE 2. FEES AND FINES

PART A. General

1. Administrative Fees (All Competitions)

- (a) Tribunal Request Fee ("**Request fee**") - \$275.00
- (b) Appeals Board Fee ("**Appeal fee**") - \$1,100.00

All Administrative fees include GST and are non-refundable, except in applicable cases in accordance with Clause 8.5(d)(i).

2. Fines For All Competitions

- *PENALTY UNIT – 1 Penalty Unit - \$100.00*

Unless otherwise specified in this By -Law FFV may impose a Fine for Misconduct for such amount as it sees fit.

In the case of breaches of the Rules of Competition these fines are in addition to any penalties or consequences set out in the relevant Rules of Competition, this By-Law or which are imposed as a consequence of any other charges which may arise from a breach of the Rules of Competition.

3. Red/Yellow Card Suspensions For All Competitions

Red Card Offences	Penalty Units Seniors	Penalty Units Juniors
All	1.25	N/A
Yellow Card Suspensions	Penalty Units	Penalty Units Juniors
Accumulation of 5, 10, 15, etc, Yellow Cards during the season.	1.25 per multiple of 5 yellow cards	N/A

PART B. Breaches Of Rules Of Competition

BR CODE		PENALTY UNITS		
		<i>First Offence</i>	<i>Second Offence</i>	<i>Third Offence</i>
BR 1		1	2	4
BR 2		2	4	8
BR 3		3	6	12
BR 4		4	8	16
BR 5		5	10	20
BR 6		10	20	40
BR 7	<i>WPL, MSL 1-3</i>	3	6	12
	<i>WSL 1,MSL 4-5</i>	2	4	8
	<i>WSL 2-4</i>	1	2	4
	<i>Metro, Masters</i>	1	2	4
	<i>Juniors</i>	1	2	4

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

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

PART C. Misconduct Penalties (MP) By Offence

Notes:

- Where charges are determined by FFV the default penalty shall be the stated minimum Fine and/or Match Suspension (excluding loss of competition points), or as otherwise advised in this By-Law.
- Second or subsequent Offence = FFV and/or Tribunal may impose no less than double the recommended First Offence Penalty.
- Where a team is subjected to relegation, the Tribunal shall determine relegation but FFV will determine the relegated league, and such penalty shall apply from the commencement of the following season. If a Team subject to Relegation is unable to be relegated (ie, a junior team, no promotion or relegation existing within the league, or a team's already in the lowest league available), the Tribunal or Appeals Board may consider a point deduction, a denial of promotion opportunities, or any other penalty in place of Relegation.
- FFV is concerned to eliminate Misconduct arising out of all Matches, in particular junior Matches. Where Misconduct takes place in the presence of or involves minors, directly or indirectly, the Tribunal shall take into account FFV's concerns when determining what and/or if any penalty or sanction is to be imposed in respect of any such Misconduct.
- Where a team is subjected to relegation, the Tribunal shall determine relegation, but FFV will determine the relegated league, and such penalty shall apply from the commencement of the following season. If a Team subject to Relegation is unable to be relegated (ie, a junior team, no promotion or relegation existing within the league, or a team's already in the lowest league available), the Tribunal or Appeals Board may consider a point deduction, a denial of promotion opportunities, or any other penalty in place of Relegation.
- FFV is concerned to eliminate Misconduct arising out of all Matches, but in particular junior Matches. Where Misconduct takes place in the presence of, or involves, minors directly or indirectly, the Tribunal must take into account FFV's concerns in this regard, when determining what if any penalty or sanction is to be imposed in respect of any such Misconduct.

RECOMMENDED PENALTY FOR RELEVANT CLUB OR CLUB ASSOCIATES IN A COMPETITION SEASON

Code	CHARGE	RECOMMENDED PENALTY
MP1 (serious offence)	Engaging in misconduct and/or action(s) involving flares and/or flammable object(s)	15 Penalty Units; and/or Loss of 3 Points (if Club unable to satisfy Tribunal it bears no significant responsibility for the relevant individual(s)' actions); and/or 12-month Suspension for the relevant individual(s).
MP2A	Encouraging and/or supporting any other person(s) to engage in Misconduct	5 Penalty Units; and/or 4-Match Suspension for the relevant individual(s).
MP2B	Aiding, procuring, coaching or arranging with any other person(s) to engage in Misconduct.	5 Penalty Units; and/or 8-Match Suspension for the relevant individual(s).

Code	CHARGE	RECOMMENDED PENALTY
MP3	Abandonment of a fixture due to Misconduct	Loss of 3 Points (unless score reversed pursuant to clause 9); and/or 6-Match Suspension for the relevant individual(s).
<h2>Melees or Violent Conduct</h2>		
MP4A	Participating in a Melee (non-violent) and/or demonstrating behaviours as described in R6_2.	5 Penalty Units; and/or 3-Match Suspension for the relevant individual(s).
MP4B (serious offence)	Violent conduct behaviour as described in R5_2	10 Penalty Units; and/or 5-Match Suspension for the relevant individual(s).
MP4C	Violent conduct behaviour as described in R5_3	10 Penalty Units; and/or Loss of 3 Points; and/or 7-Match Suspension for the relevant individual(s).
MP4D (serious offence)	Serious violent conduct and/or instigating or participating in a Melee (violent) as described in R5_4	15 Penalty Units; and/or Loss of 6 Points; and/or 13-Match Suspension for the relevant individual(s).
<h2>Club Associate Misconduct</h2>		
MP5A	Inappropriate behaviour by Club Associate(s) at a Match or other FFV event.	2-Match Suspension for the relevant individual(s)
MP5B	Offensive behaviour by Club Associate(s) at a Match or other FFV event.	4-Match Suspension for the relevant individual(s)
MP5C	Failing to control Club Associate(s).	5 Penalty Units; Loss of 3 Points; and/or 4-Match Suspension for the relevant individual(s).
MP5D (serious offence)	Club Associate(s) use of language, gestures and/or behaviours as described in R6_4.	15 Penalty Units; and/or Loss of 3 Points; and/or 9-Match Suspension for the relevant individual(s).
MP6A	Spitting as described in R4_1	5 Penalty Units; 5-Match Suspension for the relevant individual(s).
MP6B	Spitting as described in R4_2	10 Penalty Units; 9-Match Suspension for the relevant individual(s).

Code	CHARGE	RECOMMENDED PENALTY
Offences against Match Officials		
MP7A	Failing to abide by or comply with a direction of a Match Official.	5 Penalty Units; and/or 1-Match Suspension for the relevant individual(s).
MP7B	Non-violent offence(s) as described in R8_2	10 Penalty Units; and/or Loss of 3 Points; and/or 5-Match Suspension for the relevant individual(s).
MP7C (serious offence)	Non-violent offence(s) as described in R8_3	20 Penalty Units; and/or Loss of 6 Points; and/or 7-Match Suspension for the relevant individual(s).
MP7D	Violent offence(s) as described in R8_4.	25 Penalty Units; and/or Loss of 6 Points; and/or 11-Match Suspension for the relevant individual(s).
MP7E (serious offence)	Violent offence(s) as described in R8_5.	30 Penalty Units; and/or Loss of 6 Points; and/or 17-Match Suspension for the relevant individual(s).
MP7F (serious offence)	Spitting as described in R8_6	30 Penalty Units; and/or Loss of 6 Points; and/or 12-month Suspension for the relevant individual(s).
MP7G (serious offence)	Violent offence(s) as described in R8_7	30 Penalty Units; and/or Loss of 9 Points; and/or 2-year Suspension if the relevant individual(s) is aged under 18; and 5-year Suspension for the relevant individual(s) is aged 18 or over.
MP7H	Violent offence(s) against Green Shirt Referees or Junior Match Officials as described in R8_8	30 Penalty Units; and/or Loss of 9 Points; and/or 2-year Suspension if the relevant individual(s) is aged under 18; and 10-year Suspension if the relevant individual(s) is aged 18 or over.
Entering Field of Play		
MP8A	Entering the Field of Play when not permitted.	5 Penalty Units; and/or 1 Match Suspension for the relevant individual(s).

Code	CHARGE	RECOMMENDED PENALTY
MP8B (serious offence)	Entering the Field of Play when not permitted and engaging in Misconduct.	10 Penalty Units; and/or Loss of 3 Points; and/or 8-Match Suspension for the relevant individual(s).
<h2>Expulsion from Technical Area</h2>		
MP9A	Expulsion due to minor infringements.	5 Penalty Units; and/or 1 Match Automatic Suspension for the relevant individual(s).
MP9B (serious offence)	Expulsion due to serious infringements.	10 Penalty Units; and/or Loss of 3 Points; and/or 4-Match Suspension for the relevant individual(s).
<h2>Other Misconduct</h2>		
MP10	<p><u>Bringing the game into disrepute</u></p> <p>Misconduct including, but not limited to, conduct that has brought, or in FFV's opinion may be likely to bring, the Club, Club Associate, FFV, or the game of Football in Victoria into disrepute, or otherwise adversely affect the image or reputation of the Club, Club Associate, FFV or the game of Football in Victoria, or other Misconduct including, but not limited to:</p> <ul style="list-style-type: none"> • significant violent or other Misconduct; • failure to co-operate with, or intentionally impeding, a FFV investigation into Misconduct; • failure to abide by a Tribunal determination; or • simulation. 	Such penalty as FFV or the Tribunal shall determine.
MP11	<p><u>Prejudicial or defamatory Media or Social Media dissent</u></p> <p>Media or Social Media comment(s), whether verbally or in writing, which are derogatory or prejudicial to, or which bring into disrepute, or in FFV's absolute discretion are reasonably likely to bring into disrepute:</p> <p>(a) the game of Football; and/or</p> <p>(b) FFV, including any of its Staff, sponsors, or commercial partners; and/or</p> <p>(c) FFV Members and/or the FFV Board; and/or</p> <p>(d) the FFV Tribunal & Appeals Board or any of its members; and/or</p> <p>(e) other Competition Administrators (as defined in the FFA Statutes) or Clubs; and/or</p> <p>(f) the performance of a Match Official(s); and/or</p> <p>(g) any Match, including other Teams and Club Associates.</p>	Such penalty as FFV or the Tribunal shall determine.
MP12	Inappropriate physical conduct	Such penalty as FFV or the Tribunal shall determine.
MP13	Registration violation	Such penalty in accordance with Clause 9 of the GDT as FFV or the Tribunal shall determine.

SCHEDULE 3. FORMS

PART A. Tribunal Request Form – Federation Imposed Penalty



TRIBUNAL REQUEST FORM FEDERATION IMPOSED PENALTY

DATE: __ / __ / 20__

All details below **MUST BE** completed

Name of Club:	
Name of Club Secretary:	
Club Email: <small>(Official correspondence regarding the Tribunal Request will be sent to your Club via Email)</small>	
Charge(s)/Penalties being appealed:	(1) _____ (2) _____
Match: (if applicable)	V
Match/offence date:	

Best Contact Person regarding the Tribunal request:

Name:	
Phone Number:	
Position at Club:	

PAYMENT OF TRIBUNAL REQUEST FEE

Card Type (mark with an X):	<input type="checkbox"/>	Visa	<input type="checkbox"/>	MasterCard
Card number				
Expiry date		CCV number		
Name of cardholder				
Amount	\$275			
Signature of cardholder (type name if lodging by email)				

PART B. Tribunal Request Form – Red Card Penalty



TRIBUNAL REQUEST FORM RED CARD PENALTY

DATE: __ / __ / 20__

All details below **MUST BE** completed

Name of Club:	
Name of Club Secretary:	
Club Email: <small>(Official correspondence regarding the Tribunal Request will be sent to your Club via Email)</small>	
Player Name / FFA ID:	
Player Phone Number:	
Charge: (e.g. R1 – Grade 3)	
Suspension: (e.g. Auto + 4)	
Match:	V
Date of Match:	

Best Contact Person regarding the Tribunal request:

Name:	
Phone Number:	
Position at Club:	

PAYMENT OF TRIBUNAL REQUEST FEE

Card Type (mark with an X):	<input type="checkbox"/>	Visa	<input type="checkbox"/>	MasterCard
Card number				
Expiry date		CCV number		
Name of cardholder				
Amount	\$275			
Signature of cardholder (type name if lodging by email)				

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

PART C. Mediation Agreement



MEDIATION AGREEMENT

Mediator:	
Date of Mediation:	
Party 1:	
Party 2:	
Party 3:	
Nature of Dispute:	

MEDIATION AGREEMENT

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

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

Party 1:	Name:		Signature		Club/Position:	
Party 2:	Name:		Signature		Club/Position:	
Party 3:	Name:		Signature		Club/Position:	

DATE SIGNED BY ALL PARTIES: ____/____/____

PART D. Appeal Form



APPEAL FORM

DATE: __ / __ / 20__

All details below MUST BE completed

Name of Appellant:	
Email of the Appellant: (Correspondence regarding the Appeal will be sent to your Club via Email)	
Date of initial hearing:	
Parties to dispute: (e.g. Westbourne FC & Gippsland SC) (e.g. John Smith & Melbourne Heights FC)	
Nature of dispute: (e.g. Club Misconduct, Player Suspension).	
Grounds for Appeal: (Please specify your reasons for Appealing the initial determination).	(Please Note that Grounds for Appeal are located at 8.2(a) of the GDT By-Law)

Best Contact Person regarding the Appeal:

Name:	
Phone Number:	
Position at Club:	

PAYMENT OF APPEAL FEE

Card Type (mark with an X):	<input type="checkbox"/>	Visa	<input type="checkbox"/>	MasterCard
Card number				
Expiry date		CCV number		
Name of cardholder				
Amount	\$1,100			
Signature of cardholder (type name if lodging by email)				