



2019 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 (**FV**) pursuant to Rule 15 of the FV 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 FV Constitution, Statutes, Regulations, By-Laws, Rules of Competition and Policies as are applicable from time to time (in this By-Law referred to collectively as **Laws**); and
- (b) ensure that Football is played competitively and fairly in a sporting fashion and in accordance with the Laws; and
- (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; and
- (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 are conducted fairly and in accordance with the principles of procedural fairness.

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 an appeal against a Tribunal determination under clause 8.
- 2.4. **Automatic Suspension (also referred to as Auto)** means a one-Match Suspension (subject to clause 4.3) that cannot be reviewed or challenged and commences immediately upon issue of a Red or Yellow Card, as the case may be, by the Referee, irrespective of notification from FV.
- 2.5. **Club** has the same meaning as the FV 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 are 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 FV but does not include a Finals Series.
- 2.8. **Finals Series** means a series of finals Matches as designated by FV.
- 2.9. **Fine** means any monetary penalty imposed by FV, the Tribunal or Appeals Board.
- 2.10. **FV** means Football Victoria.
- 2.11. **FFA** means Football Federation Australia.
- 2.12. **FIFA** means Fédération Internationale de Football Association.
- 2.13. **Football** means Association Football, the sport/game which is administered by FV/FFA/FIFA and/or any forms, variations, kinds, types or related activities conducted under the auspices of FV. Football and soccer have corresponding meanings.

- 2.14. **Forfeit** means the same as defined in the Rules of Competition.
- 2.15. **Form** means any of the forms set out in Schedule 3.
- 2.16. **Grievance** means a Dispute (as defined in the FV Constitution) to which Clause 8.2(j) or 8.3 of the FV Constitution applies.
- 2.17. **Immediate Surrounds** includes, but is not limited to, the technical area, team bench, the change rooms and the Referees' room.
- 2.18. **Instigator of a Melee** means inciting or causing a Melee.
- 2.19. **Lodged or Lodging** means any of the following:
(i) hand delivering during regular business hours; or
(ii) e-mail to "discipline@footballvictoria.com"; or
(iii) registered (i.e. signed-for) post.
- 2.20. **Match** means any game of Football played under the auspices of FV, and in applicable cases FFA, or otherwise played under FV's direction or control, including but not limited to non-FV games where FV has appointed Match Officials or deems the game under its auspices. It encompasses all Match Time and all Immediate Surrounds.
- 2.21. **Match Official** includes the following:
(a) FV 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 FV 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,
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 FV's reasonable opinion likely to have been physically injured, regardless of whether any such injury may be serious or otherwise.

- 2.25. **Misconduct** means any act or omission by a Club Associate, Match Official or any other party bound by this By-Law (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 FV 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 FV'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 FV, 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, FV or of any of its sponsors or associates.
- 2.26. **Misconduct Penalty** means a penalty determined by FV 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** means 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. **Recommended Penalty** means the relevant recommended sanction for Misconduct Penalty Offences as per Schedule 2.Part C of this By-Law.
- 2.32. **Referral** means a review by the Tribunal at first instance of an Additional Suspension issued by FV as a result of a Red Card, subject to Clause 4.10(b).
- 2.33. **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.
- 2.34. **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.
- 2.35. **Suspension** has the meaning set out in Clause 6.1 below and includes an Automatic Suspension and an Additional Suspension.
- 2.36. **Team** means a group of players fielded by a Club to participate in a Match.

2.37. 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 FV 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 FV Constitution; Clause 1.1.4 of the FV Rules of Competition; FV Registration Regulations; the Laws Of The Game; the FFA Grievance Resolution Regulations and FFA National Disciplinary Regulations for the purposes of this By-Law has 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 FV or FV's Chief Executive Officer (CEO), or a member of FV staff designated by the CEO, may bring a charge of Misconduct on behalf of FV 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 – Business Operations, 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, Club Associate or any other party bound by this By-Law, whether in relation to a Match or otherwise.
- (c) FV 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. The following apply:
 - (i) Such investigation may be carried out by FV as it sees fit and Club Associates and Match Officials are required to cooperate fully with FV in the conduct of an investigation.
 - (ii) In complex, serious, or politically sensitive matters, in the absolute discretion of the FV Executive Manager – Business Operations, FV may appoint an independent investigator to conduct the investigation in FV's stead and provide a report to FV. Any actions or decisions thereafter remain those of FV, for example they are subject to clauses 5.1(c) and 5.1(d)(ii) below.
 - (iii) The decision under the preceding sub-clause to (or not to) appoint an independent investigator in any matter is not subject to review.
- (d) At any time FV may in its absolute discretion determine whether any charge(s) of Misconduct will be made against a Club Associate or any other party bound by this By-Law and whether it will be dealt with by:
 - (i) the Tribunal;
 - (ii) a Red Card penalty (i.e. grading under clause 4.8(d) of a Red Card issued by a Match Official) or Misconduct Penalty Offence;
 - (iii) mediation under this By-Law;
 - (iv) any combination of the above; or
 - (v) in any other manner that FV deems appropriate.
- (e) FV's determination in clause 3.1(d) is not subject to review.
- (f) FV 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 FV 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 FV from time to time (for example, the Match Day Risk & Security Policy);

- (ii) the Club cooperates with any investigation by FV into the alleged Misconduct, including without limitation naming or identifying, upon request by FV, those individuals or Club Associates known to the Club in relation to the alleged Misconduct; and
 - (iii) FV, 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 FV 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, FV nevertheless retains a discretion to proceed against the Club for the Misconduct where FV is of the view that the relevant Misconduct is of a particularly egregious or significant nature. Where FV 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, FV 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 FV; and provides such cooperation to FV as otherwise requested. Any such decision will not preclude FV from proceeding against the Club Associate(s) in question for the conduct described.

3.3. Recognition of Bans

- (a) FV 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 FV for the matter to be referred to the independent Tribunal for consideration of the Suspension penalty only for FV'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 FV) 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 and transparency of disciplinary process

- (a) No Member (as defined in the FV Constitution) or director of FV may:
 - (i) overturn, annul, or amend, or otherwise interfere after the fact with any determination of the Tribunal; and/or
 - (ii) attempt to exert any direct or indirect pressure upon, or attempt to influence, the Discipline Department of FV as it carries out its duties under this GDT.

- (b) Subject to the initial process set out in clause 8.2 of the Constitution in respect of Members, any breach of this clause 3.4 must (and FV has no discretion) 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.

Note also clause 9.5(a).

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 Yellow Cards received in junior competitions), receives the following sanction, which is not conditional upon notification from FV:

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 Automatic Suspension(s) as a result of an accumulation of Yellow Cards:

- (i) cannot be appealed; and
- (ii) operate from the time of notification of the Suspension by FV; 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 must be served in the new league or Club, unless determined otherwise by FV. The new Club is responsible for checking the Yellow Card history of a Player.

Note: Clause 10.1(a) below states that wherever FV 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: FV is dependent upon receiving match records from the Match Official. FV 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 receives:
 - (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 is 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) is 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 is reset to zero. Players otherwise eligible for a Finals Series 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 receives:
 - (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 FV; 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 will 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 will 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 must 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 expires 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 will 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 prevail to the extent of any inconsistency in any other FV 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 notification from FV, 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 FV 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 FV, then that exclusion may not be considered as an Automatic Suspension served for that Player, in FV'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 must be given an Indirect Red Card, which replaces 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, and any other area the Match Official instructs, during the Match in which the Red Card is given; and
 - (ii) receives:
 - 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 FV, or of the remainder of the penalties in this Clause 4.8(b)(ii) 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) In addition to the penalties in Clause 4.8(b) above, a Team Official who is given a Red Card may give instructions to the person replacing that Team Official in the technical area but must not:
- (i) disturb any spectators, Players or Club Associates or disrupt the flow of play;
 - (ii) enter the team dressing room at half time; and/or
 - (iii) attend any official post-Match press conference as required in the relevant competition regulations.
- (d) Upon notification to FV by the Referee of a Red Card, FV must 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.
- (e) FV must refer the offence to the independent Tribunal where a Red Card is graded at a higher penalty than a Suspension of 12 (twelve) Matches or 3 (three) months.
- (f) FV reserves the right to refer a Red Card to the independent Tribunal for additional consideration of penalty in its absolute discretion where FV 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), FV 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. FV may proceed in its absolute discretion as follows: either, FV may subject that player to the R2 penalty for the tackle, and also impose a R6.3 penalty for the offensive language. Alternatively, FV 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 FV applies a 2nd Red Card administratively in respect of a further offence under Clause 4.9(a) above, the 2nd Red Card applied by FV does not count as a Red Card for the purposes of Clauses 4.8(b) above or 4.8(e)(ii) above.

4.10. Multiple Red Card Offences in Season

- (a) 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), receives 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.

- (b) The Additional Suspension in Clause 4.10(a) above cannot be Referred. 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 is assigned the corresponding Penalty as graded by FV.
- (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 receives 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 FV in writing of the Player's guilty plea, which is received by FV by 1:00pm on the Monday following notification by FV of the Red Card. Once a guilty plea has been submitted to FV, 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 receives a one-Match reduction for each penalty cumulatively applied.

4.12. Red Card Referral 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 refer to the Tribunal only the length of the Red Card penalty.
- (b) Where a Player chooses to Refer a Red Card severity of penalty as per Clause 4.12(a) above:
- (i) a completed Red Card Penalty Review Tribunal Request Form (Schedule 3) must be Lodged with FV by 1:00pm on the Monday following Notification of the Red Card; and
 - (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 FV must be paid in full, unless a prior arrangement with FV has been agreed. No Red Card Referral is permitted unless the Appellant's Club has paid all monies due and owing by it to FV.
- (c) Where Clause 4.12(b) above is not satisfied the Tribunal has no jurisdiction to hear a matter and the original Penalty imposed applies.
- (d) Upon receipt of a Tribunal Request Form and subject to Clause 4.12(b) above, FV must convene a Tribunal to hear the matter as soon as practicable.

- (e) Subject to this Clause, at a Red Card severity of penalty Referral the Tribunal has 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 will 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) FV 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, FV may investigate the matter as per Clause 3 above. FV may then:
 - (i) issue a Club or Club Associate with a Misconduct Penalty Offence, subject to Clause 5.1(c) below; or
 - (ii) refer Misconduct Penalty Offence(s) matters to the Tribunal.
- (c) FV must refer the offence to the Tribunal where:
 - (i) a Misconduct charge would result in a higher penalty than a Suspension of 12 (twelve) Matches or 3 (three) months; and/or
 - (ii) the offence is the second (or subsequent) similar Misconduct Penalty Offence during the same Competition Season.
- (d) A Club or Club Associate issued with a Misconduct Penalty Offence(s) by FV under clause 5.1(b)(i) may either:
 - (i) accept the Misconduct Penalty Offence(s) and the penalties imposed by submitting a guilty plea (see clause 5.2); or
 - (ii) refer the Misconduct Penalty Offence(s) to a Tribunal hearing (see clause 5.3); or
 - (iii) do nothing, in which case the imposed penalty stands.

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(e)(i) above, the following applies:

- (a) the amount of Fine payable in Schedule 2.Part C for the Misconduct Penalty Offence(s) will 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, will 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(e)(ii), the Club or Club Associate must pay the Request fee in Schedule 2.Part A, and FV must 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 5.2(b) applies.

5.4. Police Involvement

- (a) From time to time, Victoria Police may be alerted to an incident in relation to Football, and FV may also be reviewing the incident for the purposes of Misconduct.
- (b) Where FV is reviewing an incident, and it is claimed by a Club or individual that the incident is also the subject of a Police inquiry, FV will postpone its investigation

or progress of a matter where directed to do so by the Police. FV 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 is not of itself reason for FV to cease its investigation or progress of a matter.

- (c) The Club and/or individual referred to in Clause 5.4(b) above must keep FV informed about the status of the Police inquiry.
- (d) FV 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 in its absolute discretion that there is a risk of harm to others or to football.
- (e) The period in clause 5.4(d) 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, then:
 - (i) if it is the same Team or Club Associate(s) involved, the subsequent Serious Offence will 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) if it is a different Team or Club Associate(s) within the Club, FV or the Tribunal is entitled in their 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) For the purposes of clause 5.5(a) above, the subsequent Serious Offence need not be the same offence as the first offence, but rather any other Serious Offence within the same Season.

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 FV's absolute discretion.

6. SUSPENSIONS

6.1. Suspensions

A Suspension is a ban or prohibition imposed on a Club or Club Associate from participating in a Match, either for a period of time, or for a number of Matches. The level of Suspension imposed upon a Club Associate depends upon the role in which the Club Associate was acting when the circumstances arose that gave rise to the Suspension:

(a) *Individual Was Not Directly Involved In A Match*

A Suspension 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) prevents that individual from attending any Match in any capacity whatsoever, even as a spectator.

(b) *Individual Was Directly Involved In A Match*

(i) Unless otherwise directed by a Tribunal, a Suspension imposed in respect of circumstances where the individual was directly involved in a Match (for example as a Coach or Player), may attend Matches as a spectator only and must not participate as either a Coach, Player or in any official capacity for any FV Club.

(ii) Examples of actions that an individual Suspended under this Clause 6.1(b) must not do include, but are not limited to:

- enter the field of play; and
- attend the Immediate Surrounds; and
- take, or otherwise be involved in, training sessions or warm-ups on Match day; and
- give the Team or Players instructions, either directly or via a third-party, and/or using electronic or any other means, on Match day (this does not prohibit giving encouragement or barracking); and
- complete Team / Match Sheets; and
- fulfil any media requirements, including attending any official press conference as required in relevant competition regulations; and
- 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.

(iii) Examples of actions that an individual Suspended under this Clause 6.1(b) may do are, unless otherwise directed by a Tribunal:

- 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; and
- train (unless directed otherwise by the Tribunal); and
- participate in FV's "Summer 7s" or "Football5s" programs or any other 'social' FV program, unless the individual's Suspension is for longer than 4 (four) weeks.

(iv) Any violation of Clause 6.1(b)(ii) above may amount to Misconduct and may result in FV, in its absolute discretion:

- recommencing the Club Associate's Suspension from the date of the violation of the Suspension; and/or
- referring the matter to the Tribunal for determination of Misconduct (MP10).

Note: see the definition of "Match Time" and "Immediate Surrounds".

6.2. Clubs Responsible for Payment of Fines and Monies Owning

- (a) A Club is jointly and severally liable to FV 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 FV competitions for each Match until the debt is resolved or settled, in FV's absolute discretion.

6.3. Serving a Suspension

- (a) 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, and/or the individual's Club has been ordered to pay a fine, the individual remains Suspended until such time as all aspects of the determination have been satisfied or completed.
- (b) A Club Associate must serve a Suspension without delay and a Suspension remains in effect until served in full irrespective of a Change of Status (as defined in the Registration Regulations), league, level or age group. The following also apply:
 - (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 FV 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 is carried over to the following Competition Season in which the Club Associate participates.
- (c) 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.
- (d) A Match that is Abandoned after commencement, or Forfeited prior to commencement, counts 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.
- (e) 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 is not a Match served under Suspension, and the relevant Player or other Club Associate will serve their Suspension in the next available Match.
- (f) Unless otherwise advised, relevant Suspensions received in the Winter Season must 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 does 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 FV.
- (g) Clubs and Club Associates may voluntarily serve suspensions for accumulated Yellow Cards in accordance with the provisions of Clause 4.5 above.

- (h) 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 is Suspended until the final decision is delivered, and any Matches missed count towards the length of any subsequent ban.
- (i) A Suspension is annulled if the Match in respect of which the Suspension was imposed is retrospectively forfeited because a Player (even the Player the subject of the Suspension) took part in that Match despite being ineligible due to:
 - (i) playing for the wrong Club or Team; or
 - (ii) playing within a stand-down period due to Change of Status (as defined in the FV Registration Regulations); or
 - (iii) playing while registered for two clubs at the same time without a Dual Registration (as defined in the FV Registration Regulations) exemption to do so; or
 - (iv) playing while not registered in accordance with the registration requirements as published from time to time; or
 - (v) playing while under Suspension; or
 - (vi) being shown a Red Card earlier in a fixture that is still being played; or
 - (vii) playing while ineligible to do so for any other reason determined by FFV; or
 - (viii) being in breach of Rule 2.2 of the Rules of Competition; or
 - (ix) being subject to Rule 3.3 of the Rules of Competition.

6.4. Interim Suspension Order

- (a) Where an individual is the subject of a Match Official report or is being investigated by FV in relation to an alleged act of Misconduct, FV 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 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 must be maintained, and consist of such person or persons as FV from time to time deems fit to appoint (**Tribunal Members**).
- (b) A person must not be appointed as a Tribunal Member if he or she is an FV 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 FV, and approved by the Tribunal Chair, at any time and without reason.
- (d) One of the Tribunal Members must be appointed by FV as the Tribunal Chair. The Tribunal Chair may approve the appointment of individuals to the Tribunal Member pool. The Tribunal Chair herein delegates the administration and appointment of Tribunal Members from the pool to individual hearing panels to the FV Discipline Department.
- (e) A Tribunal Member must 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 Chair is one of the Tribunal Members appointed for that hearing, he or she must act as Chair at the hearing; or
 - (ii) in any other case, the Tribunal Members must appoint a Chair amongst themselves at the hearing.
- (h) The Chair 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 has jurisdiction in respect of:
 - (i) any matters referred to it by FV including, but not limited to, a matter involving a person who has submitted to the jurisdiction of FV;
 - (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(f) above and 10.5(c) below); or
 - (v) any other matter in respect of which the Tribunal is given jurisdiction by FV.
- (b) The Tribunal has no power to hear disputes relating to:

- (i) a Club Associate's contract with a Club (including for the avoidance of doubt but not limited to professional player contracts); or
 - (ii) decisions (including the issuing of Yellow and Red Cards) made by Match Officials during Matches, except to rectify matters of mistaken identity.
- (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 FV.

7.3. Tribunal Process

- (a) If a matter is referred to the independent Tribunal, FV must 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 before the Tribunal 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 FV will make oral submissions and/or examine any person at the hearing (and if FV does not so notify then it is deemed to have stated that it will not).
- (b) FV 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 FV does so, it must communicate those names orally to the other parties to ensure that procedural fairness 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 procedural fairness.
- (e) 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 FV, 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.

(f) A party may be represented at a hearing 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) *Legal Test*

- 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); or
- the potential penalty is significant; and

(ii) *Procedural Test*

FV 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 FV has provided an affirmative notification under Clause 7.3(a)(vi) above. FV 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). Procedural fairness is not compromised if FV 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).

(g) If FV has provided an affirmative notification under Clause 7.3(a)(vi) above, FV may make such submissions to the Tribunal as it sees fit; whether in a role as Counsel Assisting the Tribunal or otherwise. If FV has provided a negative notification (or no notification) under Clause 7.3(a)(vi) above then FV must not make any oral submissions to the Tribunal or examine any witness.

(h) 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 Club

in the Tribunal's absolute discretion, and may also result in a charge of Other Misconduct (MP10) in FV's absolute discretion.

(b) *By Referee*

(i) Any written (including electronic) Incident Report or Misconduct Report, or other such report completed by a FV appointed Match Official (Referee(s)) in relation to any matter before the Tribunal, stands 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 FV that a FV appointed Match Official is required for cross-examination, it is deemed that FV 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 FV 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.
- (iv) Any written (including electronic) Incident Report or Misconduct Report provided by a Match Official stands as the facts of the alleged Misconduct event. The onus rests 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. It is not relevant whether:
 - the Report is not signed; and/or
 - the grading of the offence is different to the grading alleged by FV.

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 FV, unless it has provided the notification referred to in Clause 7.3(a)(vi) 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 FV no later than 5pm two (2) days prior to the scheduled hearing.
- (b) Material provided after this time will result in such documents being deemed inadmissible 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 a Tribunal hearing, at the completion of the evidence:
 - (i) the parties must 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, however in this regard:
 - the party that seeks to assert a fact has the burden of proving it; and
 - the Tribunal may take into account the parties' attitude during proceedings, placing high weight upon the manner in which they cooperated with FV during the investigation; 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 has 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 FV 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;
 - (v) the attitude of the party generally during the proceedings, and the extent to which they have cooperated with FV throughout the disciplinary process as a whole; and/or
 - (vi) insofar as they are relevant, the objectives of the FV Constitution.
- (e) If the Tribunal provides written reasons then FV must publish those reasons on the FV website unless otherwise directed by the Tribunal. However, FV 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 sees fit:

(i) *On Individuals:*

- Expulsion.
- Disqualification from a competition in progress and/or exclusion from a future competition.
- Suspension (including but not limited to suspension of a registration or accreditation).
- Ban on taking part in any football-related activity.
- Ban from team dressing room and/or team bench.
- Ban from entering a Stadium.
- A Fine.

Note: 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 season.

- A reprimand, warning or caution.
- Mediation.
- Withdrawal of a title or award.
- Confiscation.
- Social work.
- Compulsory attendance at an appropriate Education Course approved by FV.
- Any such other sanction or penalty as the Tribunal sees fit.

(ii) *On Clubs:*

- Disqualification from a competition in progress and/or exclusion from a future competition.
- Suspension (including but not limited to suspension of a registration or accreditation).
- A Fine.
- A reprimand, warning or caution.
- Mediation.
- Deduction of points (for a current or future competition).
- Compulsory attendance (of specific Club Associates) at an appropriate Education Course approved by FFV.
- Full or partial stadium closure.
- A requirement to play a specified number of scheduled home matches at a neutral Stadium.
- A prohibition on playing at a particular stadium.
- Annulment of Match(es) result(s).
- Defeat by forfeit and awarding of any losing score the Tribunal determines.
- Relegation to any lower division.

- An order that Match(es) be replayed.
 - Withdrawal of a title or award.
 - Confiscation.
 - Withholding of revenues from a competition or Match.
 - Prohibition on registering new Players.
 - Restriction on the number of Players that may be registered for participation in competitions.
 - Withdrawal of a licence to participate in a competition.
 - Social work.
 - Any such other sanction or penalty as the Tribunal sees fit.
- (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 FV.
- (h) Subject only to the specified rights of Appeal under clause 8 below:
- (i) a determination of the Tribunal is final and binding on all parties and enters into force as soon as it is communicated and the parties undertake to carry out the determination without delay; and
 - (ii) no party may take any action in any court of tribunal or other forum to challenge such decision or seek to have it varied in any way.

7.9. Education Courses

- (a) In appropriate circumstances, the independent Tribunal may impose compulsory attendance at an education course approved by FV 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) FV 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 FV prior to resumption.
- (c) The cost of participation in an education course (if applicable) must 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, is 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. Suspended Penalties

- (a) The Tribunal may suspend or partially suspend the implementation of a penalty for a period between 6 (six) months and 2 (two) years (**Probationary Period**).
- (b) A Suspension may only be suspended if it does not exceed 6 (six) matches.

- (c) If a party commits another offence during the Probationary Period, the Probationary Period ends and the penalty comes into effect immediately. Where this occurs the penalty for the offence that caused the end of the Probationary Period is added to the original penalty.
- (d) The Probationary Period may be interrupted by rest periods during or between seasons.

7.11. Limitation periods

- (a) With the exception of Match-fixing and/or corruption, the FV cannot charge an individual or a Club with a Penalty Offence:
 - (i) committed during a Match more than 2 (two) years after the date of the Match; and
 - (ii) in any other case – more than 10 (ten) years after the incident is alleged to have occurred.
- (b) The limitation periods in clause 7.11(a) above run:
 - (i) from the date on which the perpetrator committed the Penalty Offence; or
 - (ii) if the offending is recurrent, from the date on which the most recent Penalty Offence was committed; or
 - (iii) if the offending lasted a certain period, from the date on which it ended.
- (c) The relevant limitation period in clause 7.11(a) above has not expired if the FV notifies the relevant party it has commenced investigating proceedings before the relevant date has expired.
- (d) The limitation period for the enforcement of sanctions is 5 (five) years and begins on the day on which the decision comes into force.

7.12. Adjournments

- (a) Without limiting the generality of any Clause of this By-Law or any discretion of the independent Tribunal, adjournments may only be granted for extraordinary circumstances or where the Tribunal considers it would be harsh or unconscionable to any party or FV 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 FV for adjournment of a hearing must be Lodged and outline the reasons for adjournment. FV may grant once-only an adjournment to a party upon application where FV 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, FV or the Tribunal where applicable, in its absolute discretion may adjourn a matter for its own purposes.

7.13. Recording and Transcript

- (a) This Clause 7.11 stands as notice to all attendees at a FV 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) FV may record a Tribunal hearing (which stands as the official recording):
 - (i) at the request of a party to a Tribunal hearing; or
 - (ii) of its own volition; or
 - (iii) if directed to do so by the Tribunal.
- (c) No party may record a Tribunal hearing without prior written permission from FV.
- (d) Where FV records a hearing, FV may store that recording for the purposes of an Appeal. FV may transcribe the recording at the request of a party or of its own

volition. The transcript as transcribed by FV serves as the official record of the Tribunal hearing.

- (e) The costs of transcribing a recording (if available) for the purposes of an Appeal must be borne by the party requesting the transcription.

8. APPEALS

8.1. Appeals Board

- (a) FV must establish an independent Appeals Board comprised of senior, legally qualified members of the pool of Tribunal Members to hear Appeals under this By-Law or Appeals allowed under any other FV Regulation, By-Law or Policy (**Appeals Board**).
- (b) The Appeals Board will be constituted by such persons as FV sees fit, save that any member of a Tribunal panel that hears a matter at first instance is not eligible to constitute part of an Appeals Board to hear that matter on Appeal.
- (c) One of the Appeals Board members must be appointed by FV as the Appeals Chair. The Appeals Chair herein delegates the administration and appointment of individual appeals board hearing panels to the FV 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 it to the Appeals Board on the following grounds only (or any combination of them):
 - (i) Denial of procedural fairness.
 - (ii) Error of fact.
 - (iii) Error of law.
 - (iv) With leave of the Appeals Board.
- (b) Notwithstanding the above, the following penalties determined by the Tribunal are not Appealable:
 - (i) Warnings, reprimands or cautions.
 - (ii) Suspension for less than (3) Matches or less than two (2) months.
 - (iii) Fine of less than \$1,000 imposed on a Club.
 - (iv) Fine of less than \$500 imposed on all legal or natural persons.
 - (v) Those decisions passed which this By-Law provides as final and binding.
- (c) A party subject to a determination of the independent Tribunal that did not participate in the first instance Tribunal hearing ordinarily has no right to appeal unless leave is granted by the Appeals Board, which must be heard as a preliminary matter to any appeal hearing as the Appeals Board sees fit.
- (d) 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 FV; and
 - (ii) by Lodging with FV 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 FV's absolute discretion.
- (c) FV may waive, upon application, the Appeal Fee in cases of hardship in its absolute discretion. However, where FV 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 FV.

8.4. Notice of Appeal

- (a) The Notice of Appeal must 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 FV.
- (b) Upon receipt of the Notice of Appeal, FV must:
 - (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 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 remains 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 (except payment of a Fine) 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 are public and must be disclosed on the FV 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 Appeals Board may be constituted to hear an Appeal from the Tribunal, or equivalent judiciary or disciplinary panel, of an FV 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 is this By-Law.

8.8. Body of last instance

- (a) The Appeals Board rules in principle as a body in the last instance within the FV.
- (b) Subject only to Clause 8.8(c) below:
 - (i) a decision of the Appeals Board shall be final and binding on the parties and enters into force as soon as it is communicated and the parties undertake to carry out the determination without delay; and
 - (ii) no party may take any action in any court or tribunal or other forum to challenge such decision or seek to have it varied in any way.
- (c) Only where a party has exhausted all avenues of appeal within FV, 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)

9. REGISTRATIONS, FORFEITS AND ABANDONMENTS

9.1. Forfeits and Abandoned Matches

- (a) Where an Abandoned Match is referred to the Tribunal due to Misconduct, the Tribunal may determine only the question of the alleged Misconduct and has no power to determine the score or order a full or partial replay of that Match.
- (b) FV may direct an Abandoned Match to be replayed in FFV's absolute discretion if the circumstances so warrant.
- (c) Where a Team Forfeits a Match the score must be determined (and all other penalties applied) in accordance with the Rules of Competition, 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.
- (d) This Clause does not apply to WNPL, NPL or NPL2 Teams.

9.2. 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 (Playfootball), 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.

9.3. 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.

9.4. Registrations of Players under the age of 12

A failure to ensure that all Players under the age of twelve are registered in accordance with FV registration requirements as published from time to time must in the first instance result in a warning given to the Club, at which point they must 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 FV is required under this By-Law to notify any Club or Club Associate of any matter, such notification requirement will be deemed to have been satisfied by FV disclosing the notification by any one of or any combination of the following:
 - (i) On the FV website.
 - (ii) Sending the notification by email directly to the relevant Club Associate's nominated contact email address as listed in the FV Club directory (Playfootball 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 FV 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 FV 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' Obligations regarding 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 Playfootball online registration system.
- (b) Where a Club or Club Associate fails to correctly notify FV of a change of details, that is by updating them on the Playfootball 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) FV 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, FV 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 remains 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, FV may require Club or Club Associates to attend mediation with an independent mediator who will act as a mediator for the purpose of attempting to reach agreement between the parties to the dispute.
- (b) Mediation will be conducted on a without prejudice basis and the mediator has 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 FV's absolute 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, FV may in its complete discretion, decide to refer any allegations of Misconduct or other matter to the Tribunal.
- (e) FV will neither be a party to mediation nor will it make submissions on behalf of any party, but may provide case materials from any investigation into the matter conducted by FV and upon which the parties and the mediator may rely.
- (f) Ordinarily FV will 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 FV 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, FV 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 FV Constitution refer to the resolution of Disputes in accordance with the Grievance Procedure. This GDT By-Law constitutes that Grievance Procedure, and grievances to be determined by arbitration may be referred to the Tribunal for determination by FV in accordance with the procedures in this By-Law.

Note: see also Clause 7.2(a)(iv) above.

Also note: Clause 3.4(b) above sets out one circumstance where FV will call upon the Grievance Procedure against a Member of FV.

- (b) Clause 3.1(f) above takes precedence over this Clause 10.5. Parties that wishes to challenge FV's decision made under Clause 3.1(d) above may make submissions to a Tribunal in that regard under Clauses 4.12(a) and 5.1(c)(ii) above, not pursuant to this clause 10.5, not via a Member (as defined in the FV Constitution) as a Grievance, and not as a Grievance if they are a Member themselves, and that Tribunal is not constituted under the Grievance Procedure.

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 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
		5. Severe and/or significant violent conduct causing or with the potential to cause serious injury	MP10
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 years if offender under 18 5 years if offender 18 or over
		8. Violence towards a Green Shirt Referee or Junior Match Official and/or their family or property	2 years if offender under 18 10 years if offender 18 or over

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 FV 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, FV may withdraw the relevant team from FV Competitions.

There is no appeal mechanism to the Tribunal or Appeals Board in relation to teams withdrawn by FV under BR7 and Clubs will not receive a refund of team entry fees.

PART C. Misconduct Penalties (MP) By Offence

Notes:

- (a) Where charges are determined by FV the default penalty is the stated minimum Fine and/or Match Suspension (excluding loss of competition points), or as otherwise advised in this By-Law.
- (b) Second or subsequent Offence = FV and/or Tribunal may impose no less than double the recommended First Offence Penalty.
- (c) Where a team is subjected to relegation, the Tribunal determines relegation but FV will determine the relegated league, and such penalty applies 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 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.
- (d) FV 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 must take into account FV's concerns when determining what and/or 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).
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 either R5_1 and/or R6_2	5 Penalty Units; and/or 3-Match Suspension for the relevant individual(s).

Code	CHARGE	RECOMMENDED PENALTY
MP4B	Violent conduct behaviour as described in R5_2	10 Penalty Units; and/or 5-Match Suspension for the relevant individual(s).
MP4C (serious offence)	Violent conduct behaviour as described in R5_3 and/or R6_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).
MP4D (serious offence)	Severe and/or significant violent Conduct as described in R5_5	Such penalty as FV or the Tribunal/Appeals Board may determine, subject to clause 5.1(c)

Club Associate Misconduct

MP5A	Inappropriate behaviour by Club Associate(s) at a Match or other FV event.	2-Match Suspension for the relevant individual(s)
MP5B	Offensive behaviour by Club Associate(s) at a Match or other FV 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).

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).

Code	CHARGE	RECOMMENDED PENALTY
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 (serious offence)	Violent offence(s) 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.
<h2>Entering Field of Play</h2>		
MP8A	Entering the Field of Play when not permitted.	5 Penalty Units; and/or 1 Match Suspension for the relevant individual(s).
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).

Code	CHARGE	RECOMMENDED PENALTY
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 FV's opinion may be likely to bring, the Club, Club Associate, FV, or the game of Football in Victoria into disrepute, or otherwise adversely affect the image or reputation of the Club, Club Associate, FV or the game of Football in Victoria, or other Misconduct including, but not limited to:</p> <p>(a) severe and/or significant violent; (b) other Misconduct; (c) failure to co-operate with, or intentionally impeding, a FV investigation into Misconduct; (d) failure to abide by a Tribunal determination; or (e) simulation.</p>	Such penalty as FV (subject to clause 5.1(c)), the Tribunal or Appeals Board determines.
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 FV's absolute discretion are reasonably likely to bring into disrepute:</p> <p>(a) the game of Football; and/or (b) FV, including any of its Staff, sponsors, or commercial partners; and/or (c) FV Members and/or the FV Board; and/or (d) the FV Tribunal & Appeals Board or any of its members; and/or (e) other Competition Administrators (as defined in the FFA Statutes) or Clubs; and/or (f) the performance of a Match Official(s); and/or (g) any Match, including other Teams and Club Associates.</p>	
MP12	Inappropriate physical conduct	
MP13	Registration violation	Such penalty as FFV (subject to clause 5.1(c)), the Tribunal or the Appeals Board determines.

SCHEDULE 3. FORMS

PART A. Tribunal Request Form – Federation Imposed Penalty



TRIBUNAL REFERRAL 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 referred to Tribunal for review:	(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 REFERRAL 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 FV Tribunal, and/or further action being taken at the absolute discretion of FV.

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 Clause 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)	S			