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Version 1 for 2026: Issued 16 March 2026, Effective 16 March 2026



1. INTRODUCTION

- (a) These Regulations came into operation on 21 February 2013. The Executive has the power to amend, delete or add to these Regulations from time to time, with an aim to align them to the Football NSW Grievance and Disciplinary Regulations while taking into account the relevance of them in line with BDSFA Competitions. These regulations coincide with the various FA, FNSW and BDSFA Regulations and Policies. The latest version of these Regulations can be found on BDSFA website at www.bdsfa.com/Resources.
- (b) FA and Football NSW (**FNSW**) have granted BDSFA a mandate to be responsible for the organisation, promotion and regulation of football within its defined boundary.
- (c) These Regulations are supplementary to the FA Statutes and FNSW Statutes, including but not limited to, the National Disciplinary Regulations, the National Grievance Resolution Regulations, the FA Grievance Procedure By-Law and the FNSW Grievance and Disciplinary Regulations.
- (d) For the purposes of these Regulations, a reference to FA or FNSW in the FA Code of Conduct and the FA Spectator Code of Behaviour will also be a reference to BDSFA.
- (e) Where an incident may constitute a breach of these Regulations and a breach of the FA Rules and Regulations and FNSW Rules and Regulations (for example, the FA Code of Conduct, FA National Member Protection Policy or FNSW Grievance and Disciplinary Procedure), BDSFA may in its absolute discretion determine the appropriate governing document under which to investigate, process, and penalise (if necessary) any matter.
- (f) BDSFA reserves the right to deal with any Member in respect of any offences, or complaints or concerns and other matters not specifically provided for in these Regulations, including, but not limited to, taking steps, at BDSFA's absolute discretion, to ensure safety as far as reasonably practicable.
- (g) In the case of a Regulation being interpreted in two or more different ways, BDSFA reserves the right to determine which interpretation is valid. Any such determination is final and not subject to appeal.
- (h) BDSFA may choose to not enforce a term of these Regulations in some cases, in its absolute discretion, without affecting its right to enforce that term in other cases.
- (i) If any part of these Regulations is void that part will be severable and will not affect the enforceability of the remaining sections of these Regulations.
- (j) In these Regulations, unless the context requires otherwise, capitalised terms will have the meaning set out in Schedule 1: Definitions.
- (k) Headings and examples are for convenience only and do not affect interpretation.
- (l) In these Regulations:
 - i. any words following the words "includes" and including or words such as "for example" or "such as" are inclusive and not exhaustive;
 - ii. "Business day" means a day when the offices of BDSFA are ordinarily open for business;
 - iii. any reference to "\$" or "dollars" is to Australian dollars;
 - iv. a reference to a singular includes the plural and vice versa; and
 - v. a reference to any document is to that document as amended, supplemented, varied or replaced from time to time except to the extent expressly prohibited by that document or these Regulations.
- (m) The Schedules form part of these Regulations.



2. OBJECTIVES

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

3. JURISDICTION

- (a) These Regulations will apply exclusively to facilitate the expeditious and fair resolution of:
 - i. Grievances, incidents, disciplinary, dispute and conduct matters in relation to Competitions and Participants registered to Clubs participating in Competitions:
 - ii. Incidents, and disciplinary and conduct matters involving Participants participating in competitions to which they are not registered (for example, where a Participant registered to a Club in a Competition participates in a match forming part of the competition of an Association, or where a Participant registered to a club participating in the competition of one Association participates in a match forming part of the competition of another Association, or where a person who is not a Participant participates in any match sanctioned by conducted by the BDSFA under a mandate from FNSW;
 - iii. Grievances between Members within BDSFA;
 - iv. Incidents, disciplinary, dispute and conduct matters in relation to competitions conducted by Clubs where the Executive determines, in its absolute discretion, that the matter has not been appropriately dealt with by the Club; and
 - v. Disciplinary matters in relation to competitions conducted by Summer Football Competition Administrators but subject to sections 9.4 and 9.5;
 - vi. Any matter the Executive determines, in its absolute discretion, is important to the interests of football in the State or the BDSFA; and
 - vii. Appeals from a Member Appeals Committee (once its internal procedures have been exhausted).
- (b) Each Member submits exclusively to the jurisdiction of these Regulations and agrees that until it has exhausted the procedures set out in these Regulations, it will not attempt to resolve any Grievances, incidents, disciplinary, dispute and conduct matters by recourse to FNSW, FA or a court of law.
- (c) These Regulations:
 - i. continue to apply to a Participant even after that Participant's association, registration, employment or engagement has ended, if that Participant breached these Regulations while they were a Participant.
 - ii. apply to a Participant at the time of that Participant's subsequent association, registration, employment or engagement in relation to conduct that occurs between two periods of association, registration, employment or engagement.
 - iii. apply to a person who is not registered but who at the time of the conduct was required to be registered to participate in the relevant activity in which the conduct occurred.



4. AUTHORITY TO ESTABLISH COMMITTEES AND TRIBUNALS

- (a) The authority to establish committees and tribunals is vested in the Board of BDSFA.
- (b) These Regulations confirm the establishment of the following Bodies:
 - vi. Disciplinary Committee (**DC**);
 - vii. General Purposes Tribunal (**GPT**); and
 - viii. Appeals Tribunal.

5. MEMBERSHIP OF BODIES

5.1 Appointment of Body Members

- (a) The Board may appoint the Chairperson(s) and Vice-Chairperson(s) of the General Purposes Tribunal and the Appeals Tribunal.
- (b) The Executive may, from time to time, appoint person(s) (other than the Chairperson(s) and Vice-Chairperson(s)) to the General Purposes Tribunal and the Appeals Tribunal.
- (c) The Executive may, from time to time, appoint members of the Appeals Tribunal (other than the Chairperson or Vice-Chairperson(s)) to hear matters before the General Purposes Tribunal.
- (d) The Executive may, from time to time, appoint person(s) to the Disciplinary Committee.

5.2 Composition of a Body

- (a) The Disciplinary Committee must comprise a minimum of two (2) and a maximum of three (3) Disciplinary Committee members in order to make a valid decision under section 8 (Disciplinary Committee).
- (b) Subject to section 5.2(c) and section 5.2(d), a Tribunal must comprise a minimum of three (3) and a maximum of five (5) Tribunal members in order to make a valid Determination under sections 9 (General Purposes Tribunal) and 10 (Appeals Tribunal).
- (c) If a Tribunal member is unexpectedly unable to attend a scheduled hearing, the Tribunal's Determination will only be valid if all of the following conditions are satisfied:
 - i. the Tribunal comprises two (2) Tribunal members; and
 - ii. the parties to the hearing (including any Affected Party) consent to the matter proceeding in this manner; and
 - iii. the Determination is unanimous.
- (d) The BDSFA will determine, in its absolute discretion, whether a , the General Purposes Tribunal may be constituted by a minimum of one (1) and a maximum of three (3) General Purposes Tribunal members for the purpose of making a valid Determination. In making its decision, the BDSFA may consider the complexity or quantum of evidence assessed by the BDSFA, the number of parties and/or witnesses involved in the matter and/or the nature of the charges laid against the Participant(s) and Member(s).
- (e) Except in the case of the matters referred to in section 5.2(d), BDSFA will endeavour to appoint at least the Chairperson(s) or one of the Vice Chairpersons of the relevant Tribunal to hear a matter. Where that is not possible, BDSFA will appoint one of the other Tribunal members as the chairperson for the hearing of that particular matter only and the absence of the Chairperson or Vice-Chairperson will not invalidate any Determination.



5.3 Qualification of Body Members

- (a) Each member of a Body must have:
 - i. the ability to exercise independent judgment; and
- (b) the requisite knowledge and/or experience of football, FA and FNSW Rules and Regulations and the BDSFA Rules and Regulations appropriate for membership of the relevant Body. The Chairperson(s) and Vice Chairperson(s) of the Appeals Tribunal must be either:
 - i. a currently admitted or retired legal practitioner who has practiced continuously in New South Wales for at least five (5) years; or
 - ii. a current or retired judicial officer of a New South Wales court or tribunal; or
 - iii. have relevant experience as a Member of a sporting tribunal as determined by the Board.
 - iv. have relevant football experience as determined by the Board.
- (c) Except where the Executive otherwise determines, a person must not be appointed to a Body if that person has served in the previous twelve (12) months as, or is currently:
 - i. a member of the Board of BDSFA;
 - ii. a member of the executive committee or board of a BDSFA Club;
 - iii. a Club Coach of a BDSFA Club.
 - iv. an operator of a Centre; or
 - v. a general manager or chief executive officer of an Association Member or Club

5.4 Term

A member of a Body will be appointed for a term of twelve (12) months unless any such member resigns or is removed pursuant to section 5.5 (Resignation and Removal of Body Members).

5.5 Resignation and Removal of Body Members

- (a) A member of a Body may resign by providing notice in writing to the Executive.
- (b) The Executive may remove a member of a Body (but not a Chairperson) at any time in its absolute discretion.
- (c) The Board may remove a Chairperson of a Tribunal at any time provided it has received a written recommendation from the Executive which outlines the reason(s) for the removal and the relevant Chairperson has had an opportunity to respond in writing to such a recommendation.

5.6 Code of Conduct for Body Members

Upon appointment by the Executive, a member of a Body agrees to be bound by and to comply with the BDSFA Code of Conduct applicable to members of a Body.



6. CORRESPONDENCE, PRESCRIBED FORMS AND MATCH OFFICIAL REPORTS

6.1 Correspondence and Prescribed Forms

- (a) All correspondence in relation to any matter under these Regulations must be made electronically and directed to the relevant email addresses set out in Schedule 2: Prescribed Forms and Email Addresses.
- (b) All prescribed forms can be located on the BDSFA website by [clicking here](#) .

6.2 Match Official Reports

- (a) In order to ensure BDSFA provides an efficient service to Members under these Regulations all Match Officials must submit their Match Official Reports to the BDSFA through the competition management system as soon as possible, but no later than twenty four (24) hours after the completion of a match. No Determination of the BDSFA or a Body will be quashed or held invalid by reason only of the failure of any Match Official(s) to comply with this section 6.2(a).
- (b) Failure to comply with the requirement set out in section 6.2(a) may result in the Match Official being demoted, or suspended for one (1) or more Matches, at the absolute discretion of the BDSFA.
- (c) Match Official Reports must set out the following:
 - i. any Red Card Offences and/or Expulsion Offences issued during the Match including the categorisation of Offences (set out in a Match Official Send-Off/Expulsion Report) (Prescribed Form 02 [click here](#))
 - ii. any serious incidents which took place (set out in a Match Official Incident Report - Prescribed Form 03 [click here](#))
- (d) Match Official Incident Reports should include details concerning any misbehaviour on the part of Spectator Team Officials and Club Officials.
- (e) For the avoidance of doubt, BDSFA and a Body is not bound by the categorisation of any Offence by a Match Official.
- (f) In order to ensure BDSFA provides a fair and transparent system to Members under these Regulations and to assist the Bodies in arriving at their decisions, in completing Match Official Reports, Match Officials must:
 - i. complete their Match Official Report independent of any other Match Officials involved in the Match and of any potential witnesses;
 - ii. as far as reasonably possible, clearly state what they actually saw and/or heard in relation to the incident(s) and clearly distinguish that from what others told them occurred;
 - iii. as far as reasonably possible, in respect of words spoken by a Participant, record those in the first person using the words actually spoken; and
 - iv. as far as reasonably possible, state how they identified the Participant.
- (g) A Match Official may seek assistance from a member of a Referees Body in completing a Match Official Report provided that member was not a Match Official involved in the Match and is not otherwise a witness to the incident(s) the subject of the Match Official Report.
- (h) The BDSFA may, within a reasonable period of time following receipt of any Match Official Send-Off/Expulsion Report and/or Match Official Incident Report, provide a copy of same to the Participant's Club (or to the Club, if the Offence was allegedly committed by a Club) and to the Participant. The purpose of doing so is to:
 - i. require the Club to submit to BDSFA the details of any Participant (including full name and FA number) referred to but not identified in the Match Official Report, to the extent that the Club is reasonably able to do so;



- ii. where the Club believes that the person identified in the Match Official Incident Report is not the offender, provide the Club with the opportunity to advise BDSFA the details of the Participant; or
 - iii. require the Club to provide any information requested by BDSFA in relation to an investigation pursuant to section 9.2 (Charges of Misconduct).
- (i) Any Club in receipt of a Match Official Incident Report pursuant to section 6.2(h) must provide any information requested or advise the details of the offender, as the case may be, to BDSFA by 4.00pm on the next Business Day after issuance of the Match Official Incident Report to the Club by BDSFA, or such later time as notified by BDSFA.
- (j) Any Club that fails to comply with section 6.2(i), will be deemed to have committed Misconduct (section 16.4) and the Executive may, in its absolute discretion, take any relevant action against the Club pursuant to section 9.2 (Charges of Misconduct).



7. RED CARD OFFENCES

7.1 Jurisdiction

- (a) The BDSFA has jurisdiction to:
 - i. issue Suspensions in respect of Red Card Offences (section 7.2); and
 - ii. adjudicate on any challenge to the attribution of a Yellow Card or Red Card on a match sheet or to a Suspension resulting from a Match Official Send-Off/Expulsion Report on the basis of mistaken identity (section 7.3).
- (b) The Executive has jurisdiction to adjudicate on any claims of Obvious Error (section 7.6).

7.2 Determination

- (a) Subject to section 7.2(b) and section 9.2 (Charges of Misconduct), BDSFA must, within a reasonable time following the completion of a Match, review any Match Official Send-Off/Expulsion Report disclosing a Red Card Offence, the Participant's Disciplinary History and any other material BDSFA determines, in its absolute discretion, is relevant to the matter.
- (b) Where any Match Official Send-Off/Expulsion Report discloses a Red Card Offence which carries a Minimum Suspension of twelve (12) months or greater, or the Executive determines that, in its absolute discretion, the Red Card Offence should not be dealt with in accordance with this section 7, the matter must be dealt with by the Executive in accordance with section 9.2 (Charges of Misconduct).
- (c) BDSFA must determine Suspensions based on the material referred to in section 7.2(a) and by applying the Range at the Table of Offences as set out in Schedule 3. For the avoidance of doubt, BDSFA must not impose Suspensions below the applicable Minimum Suspension.
- (d) Due to R7 offences always being issued with a Minimum Mandatory Suspension, the BDSFA is not obliged to issue a Notice of Suspension to those Participant's that received two (2) Yellow Cards in the same match. For all other Offences, the BDSFA must, as soon as is practicable, set out any Suspension in a Notice of Suspension and issue same to the Participant and to the Participant's Club. That Club must, as soon as is practicable, advise the Participant of the Suspension and provide the Participant with a copy of the Notice of Suspension. Failure by the Club to do so is deemed to be a breach of these Regulations and will result in a \$250 fine against the Club.
- (e) A Participant may only challenge a Suspension issued in accordance with this section 7.2 on the following bases:
 - i. in accordance with section 7.3 (Challenge on the basis of mistaken identity on a match sheet or in a Match Official Send-Off/Expulsion Report); or
 - ii. in accordance with section 8.2 (Challenging a Notice of Suspension).
- (f) Unless otherwise specified in these Regulations, the imposition of a Suspension in accordance with this section 7.2 has immediate effect.
- (g) All such Suspensions remain in force unless reversed by a Body and a Participant must continue to serve any Suspension until the Suspension is served in full.
- (h) Where a Participant has a right of challenge or appeal pursuant to sections 7.3, 8.2 and/or 8.3, that challenge or appeal may be brought by the Participant's Club on the Participant's behalf and any obligations imposed on a Participant in terms of compliance with those sections apply equally to the Participant's Club.
- (i) Subject to any legal requirements, any Suspension issued in accordance with this section 7.2 may be published on the BDSFA website, the BDSFA online competition management software system and/or the National Online Registration System.

7.3 Challenge on the basis of mistaken identity on a match sheet or in a Match Official Send-Off/Expulsion Report

- (a) At the end of a Match, the relevant Team Official **must** confirm the match sheet verifying that all details on the match sheet, including the attribution of Yellow Cards and Red Cards, are correct.



Such signing or validation must be completed as soon as practicable following the conclusion of the Match.

- (b) If the Team Official believes that a Participant has been mistakenly identified on the team sheet by a Match Official as having received a Yellow Card or Red Card, the Team Official must indicate same on the team sheet prior to submitting it. Once confirmed by the Team Official, all information contained on match sheets pertaining to the Players that participated, the substitutions and the result of the match will be deemed as correct, unless an Official Letter from a Club, showing proof to the contrary, is received by the BDSFA within 48 hours of the finish of the match. Failure to do so will result in a \$50 fine against the Club.
- (c) If a match official has entered the incorrect information with respect to a Yellow or Red card offence, it will be amended if confirmed by the Match Official in writing.
- (d) Unless there are exceptional circumstances (to be determined by the Executive in its absolute discretion), if a Team Official has failed to comply with the requirement set out in section 7.3(b), a Member **cannot** challenge the attribution of a Yellow Card or Red Card on a match sheet or a Suspension resulting from a Match Official Send-Off/Expulsion Report on the basis of mistaken identity.
- (e) If a Participant believes that they have been mistakenly identified on the match sheet by a Match Official as having received a Yellow Card or Red Card or have been mistakenly identified in a Match Official Send-Off/Expulsion Report, the Participant (or their Club) **must** notify BDSFA by submitting the following:

WHAT:

COMPULSORY: a signed statement by the Participant who was reported by the Match Official in any match sheet or Match Official Send-Off/Expulsion Report stating that they were not responsible for the offence and identifying, to the best of their knowledge, the name of the Participant responsible (**Prescribed Form 04** – [click here](#)); **AND**

The Club must pay to the BDSFA the fine referred to in section 7.3(b) (if applicable);

OPTION 1: a signed statement by the Participant who was responsible for the offence (**Prescribed Form 05** – [click here](#)); **OR**

OPTION 2: a signed statement from the Participant’s Club identifying, to the best of its knowledge, the name of the Participant who was responsible for the offence (**Prescribed Form 06** – [click here](#)).

OPTIONAL: any other evidence which may support the claim for mistaken identity including, but not limited to, any video or photo evidence.

WHEN:

Twenty Four (24) hours after the Notice of Suspension was originally sent. .

HOW:

Submit **Prescribed Form 04** (compulsory) and **Prescribed 05** or **Prescribed Form 06** on the BDSFA website. Participants should note that the time limit set out above is strict. Unless there are exceptional circumstances (to be determined by the Executive in its absolute discretion), if a Participant fails to comply with the requirements prescribed under section 7.3(e) by the time specified therein, the Participant identified on the match sheet or in the Match Official Send-Off/Expulsion Report is deemed to have been responsible for the Offence and may, subject to the Executive’s consideration of the matter, be issued with a Notice of Suspension. Further, that Participant is deemed to have waived their right to challenge under this section 7.3.

- (f) After considering the written statements and any other evidence provided, BDSFA will decide whether the claim for mistaken identity should be rejected or upheld.
- (g) If BDSFA rejects a claim for mistaken identity and:
 - i. a Notice of Suspension in relation to the matter has already been issued to the Participant, the original decision set out in the Notice of Suspension continues to apply; or



- ii. a Notice of Suspension in relation to the matter has **not** already been issued to the Participant, BDSFA will determine the Suspension, and issue a Notice of Suspension to the Participant's Club and to the Participant, pursuant to section 7.2 (Determination).
- (h) If the BDSFA upholds a mistaken identity claim, the Yellow Card or Red Card issued to the original Participant will be expunged and the Notice of Suspension issued (if any) will be rescinded by the BDSFA.
- (i) If the BDSFA upholds any mistaken identity claim in respect of a Red Card and makes a finding in respect of the identity of the actual offender, the BDSFA must determine or re-determine the matter, as the case may be, as if it were dealing with a fresh matter, pursuant to section 7.2 (Determination).
- (j) If the BDSFA upholds a mistaken identity claim in respect of a Yellow Card and makes a finding in respect of the identity of the actual offender, the Yellow Card will be attributed to the actual offender who will be required to serve the Suspension (if any) that is triggered as a result of receiving such Yellow Card (including, for example, any Suspension arising from the accumulation of Yellow Cards or the Mandatory Match Suspension for being issued with an R7 Red Card). For the avoidance of doubt, if, as a result of the application of this section 7.3(j), such Yellow Card would have been the actual offender's first of two Yellow Cards, or second of two Yellow Cards, in a Match, the actual offender is deemed to have received an R7 Red Card in the Match and must serve the applicable Mandatory Match Suspension in accordance with section 15.

Example:

In the 30th minute of a match, Player #9 for Club A commits a Y2 Yellow Card offence and the Match Official correctly attributes that offence to Player #9 in his/her book and later, on the team sheet. In the 70th minute of the same match, Player #9 for Club A commits a Y3 Yellow Card offence. However, the Match Official incorrectly attributes that offence to Player #11 for Club A in his book and later, on the team sheet. This mistake is brought to the attention of the BDSFA and, after reviewing, for example, a supplementary statement from the Match Official, video footage of the offences and/or statements from the Players involved, the BDSFA accepts that the second Yellow Card should have been attributed to Player #9. Consequently, the Yellow Card attributed to Player #11 is expunged from Player #11's record and is attributed to Player #9. As it is Player #9's second Yellow Card for the match, Player #9 is deemed to have been issued an R7 Red Card in the match, he/she must serve the applicable Mandatory Match Suspension of one Fixture and his record will reflect the fact he was issued with an R7 Red Card.

- (k) The BDSFA must, as soon as is practicable, issue its determination in writing to the Participant's Club and the Participant and, if applicable, set out the Suspension imposed on the actual offender in a Notice of Suspension and issue same to that Participant's Club and the actual Participant. That Club must, as soon as is practicable, advise the Participant of the Suspension and provide the Participant with a copy of the Notice of Suspension. Failure by the Club to do so will result in a \$250 fine against the Club.
- (l) The process set out in sections 7.3(f) to 7.3(k) is to apply equally where the claim for mistaken identity is advised to BDSFA by a Match Official, by the opposition Club, or where it is instigated by BDSFA itself.

7.4 Appealing a decision in respect of a challenge (mistaken identity)

- (a) Subject to section 10 (Appeals Tribunal), the decision to reject a challenge brought in accordance with section 7.3 (Challenging a decision on the basis of mistaken identity in a Match Official Send-Off/Expulsion Report) may be appealed to the Appeals Tribunal.
- (b) The right of appeal under this section 7.4 is limited to the Participant who brought the challenge in accordance with section 7.3 or that Participant's Club.
- (c) An appeal may be brought by the Participant's Club on the Participant's behalf and any obligations imposed on a Participant in terms of compliance with these sections apply equally to the



Participant's Club. If a Participant/Participant's Club wants to appeal to the Appeals Tribunal pursuant to this section 7.4, the Participant/Participant's Club must, within seven (7) Business Days of the issuance of BDSFA's decision:

- i. pay to the BDSFA the relevant Application Fee (as per Schedule 4: Application Fees);
 - ii. submit to the BDSFA a completed and signed Notice of Appeal – Challenge on the basis of mistaken identity (**Prescribed Form 07** – [click here](#));
 - iii. submit to the BDSFA all supporting material, including any additional evidence; and
 - iv. submit to the BDSFA any written submissions the Participant intends to rely on.
- (d) Members should note that the time limits set out above are strict. Unless there are exceptional circumstances (to be determined by the Executive in its absolute discretion), if BDSFA does not receive the material **and** the Application Fee prescribed under section 7.4 by the time specified therein, the Participant (and their Club) are deemed to have waived any their right to appeal the decision to the Appeals Tribunal.

7.5 Contempt against the BDSFA

- (b) If the Executive considers that:
- i. a challenge pursuant to section 7.3 (Challenging a decision on the basis of mistaken identity in a Match Official Send-Off/Expulsion Report) had no prospects of success and amounted to an abuse of process; and/or
 - ii. a Participant submitted to the BDSFA a Prescribed Form, evidence of any kind, a written statement or submission that the Participant knew or ought reasonably to have suspected to be untrue (wholly or in part) or that was intended to deliberately mislead the Executive,
- the Executive may investigate the matter and take any relevant action pursuant to section 9.2 (Charges of Misconduct).

7.6 Obvious Error in Decision of Match Official

- (a) This section 7.6 applies only to the following Competitions:
- i. BDSFA Men's Premier League;
 - ii. BDSFA Men's Premier Reserves;
 - iii. BDSFA Men's Premier 21;
 - iv. BDSFA Senior Men;
 - v. BDSFA Senior Women;
 - vi. BDSFA Youth;
- (b) Where there is sufficient Evidence that leads the BDSFA to believe, in its sole and absolute discretion, that an Obvious Error (within the meaning of section 7.6(d)) may have been made by a Match Official in a Match, then the BDSFA will refer the incident to the Executive for determination.
- (c) Evidence, for the purposes of these Regulations, means video and/or audio evidence and the relevant Match Official Reports but excludes any other written statements, photos and stills.
- (d) An Obvious Error, for the purpose of these Regulations means a decision by a Match Official to:
- i. issue a Direct Red Card when no card was warranted; or
 - ii. expel a Team Official when no expulsion was warranted,
- being a decision that no reasonable Match Official, in the possession of all the facts, including the verifiable Evidence relied upon by the BDSFA in section 7.6(b), could reasonably have made.



- (e) If, after referral, the Executive determines that an Obvious Error has been made, the BDSFA will make a determination that:
 - i. in the case of a Player, the Player is not required to serve the Mandatory Match Suspension and the Red Card is expunged from the Player's Disciplinary History; or
 - ii. in the case of a Team Official, the Team Official is not required to serve the Mandatory Match Suspension.

- (f) If, after referral, the Executive determines that no Obvious Error has been made, the BDSFA will make a determination that the Match Official's original decision will stand and the BDSFA will then determine a Suspension and issue a Notice of Suspension to the Participant's Club in accordance with section 7.2 (Determination). For the avoidance of doubt, in this case, the Participant remains entitled to challenge any Notice of Suspension pursuant to section 8.2 (Challenging a Notice of Suspension) but neither the Red Card nor the Mandatory Match Suspension may be expunged by the Disciplinary Committee.

- (g) If the BDSFA determines not to refer a decision by a Match Official to the Executive under section 7.6(b), the Match Official's original decision will stand and the BDSFA will then determine a Suspension and issue a Notice of Suspension to the Participant's Club in accordance with section 7.2 (Determination). For the avoidance of doubt, in this case, the Participant remains entitled to challenge any Notice of Suspension issued in relation to the decision by the Match Official pursuant to section 8.2 (Challenging a Notice of Suspension) but neither the Red Card nor the Mandatory Match Suspension may be expunged by the Disciplinary Committee.

- (h) For the avoidance of doubt, there is no right of appeal or other review of any determination made pursuant to this section 7.6.

7.7 Submission of Video Evidence to BDSFA

- (a) With respect to Red Cards (i.e., R1, R2, R3 and R6 only) that are not deemed an Obvious Error pursuant to section 7.6(d)), incidents and Expulsions, Clubs will be permitted to submit video evidence prior to the BDSFA issuing a Notice of Suspension or Notice of Charge, provided the Club has complied with the following:
 - I. the Club must notify the BDSFA that video evidence will be provided by 10.00am, the day after the Fixture; and
 - II. the Club must provide the footage to the BDSFA by 10.00am on the second day after the Fixture; and
 - III. the Club must provide an unedited version of the footage depicting the Red Card or incident or Expulsion accompanied by the relevant timestamps for the Red Card or incident or Expulsion.

- (b) It is the Club's responsibility to provide the footage in a viewable format. the BDSFA may, in its absolute discretion, decline any video footage received.

- (c) A Club cannot provide the footage via USB nor attend the BDSFA offices to provide a physical copy of the footage.



- (d) All notifications under 7.7(a)i above, and all footage relied on, must be sent via Preferred Form XX
- (e) Only the appropriate Club representative is permitted to liaise with the BDSFA on such matters. For the avoidance of doubt, Participants and/or parents/guardians are not permitted to contact the BDSFA directly on such matters

8. DISCIPLINARY COMMITTEE

8.1 Jurisdiction

- (a) The Disciplinary Committee has jurisdiction to adjudicate on any challenge to a Suspension issued in respect of a Red Card Offence pursuant to section 7.2.

8.2 Challenging a Notice of Suspension (Red Card Offence)

- (a) Members acknowledge that a Match Official's decision to issue a Red Card **cannot** be reviewed by the BDSFA or by a Body and, except in the case of mistaken identity or Obvious Error, a Red Card and a Mandatory Match Suspension **cannot** be expunged.
- (b) A Participant who has received a Notice of Suspension in respect of a Red Card Offence (other than in respect of R4, R5 or R7, or in circumstances where the Suspension is equal to the Mandatory Match Suspension) may choose to challenge the Suspension in accordance with this section 8.2.
- (c) A challenge pursuant to this section 8.2 is to be dealt with by the Disciplinary Committee.
- (d) The Disciplinary Committee **must not** expunge a Red Card.
- (e) The Disciplinary Committee **must not** expunge a Mandatory Match Suspension.
- (f) In dealing with a challenge under this section 8.2, subject to this section 8.2(f), the Disciplinary Committee will have no power to remove a Red Card, a Mandatory Match Suspension or reduce a Minimum Suspension but may:
 - i. make a finding that the Offence has not been proven, in which case it may remove any Additional Suspension that may have been imposed; or
 - ii. make a finding that the Offence has been proven, in which case the Disciplinary Committee may, in its discretion, increase the Additional Suspension or decrease the Additional Suspension (but not below the applicable Minimum Suspension); or
 - iii. make a finding that the Player is guilty of a different Offence, or the same Offence but at a different grading, in which case the applicable Minimum Suspension (at least) must be applied and, if the Disciplinary Committee, in its absolute discretion, sees fit, it may impose any Additional Suspension.
- (g) Subject to section 8.2(h), when determining a challenge in accordance with section 8.2(f), the Disciplinary Committee may consider:
 - i. the nature and severity of the Offence;
 - ii. the nature and severity of any injuries suffered by the victim(s) of the Offence;
 - iii. the Player's past record and whether or not this is a repeated Offence;
 - iv. the culpability of the Player (including whether or not the Offence was intentional, negligent or reckless);
 - v. the remorse of the Player; and
 - vi. any extenuating circumstances relevant to the commission of the Offence (excluding any disciplinary decision taken or failure to take a disciplinary decision by a Match Official during the Match which is specifically excluded pursuant to section 8.2(h)v).



For the avoidance of doubt, the Disciplinary Committee may only consider the factors set out in this section 8.2(g) on the issue of severity of the Suspension, but the factors set out in sections 8.2(g)i, 8.2(g)ii and 8.2(g)iv may also be considered in relation to the elements of the Offence.

- (h) When determining a challenge in accordance with section 8.2(f), the Disciplinary Committee must **not** take into account the following circumstances:
 - i. the significance or importance to the Participant or their Club of the Match in which the Offence was committed;
 - ii. the significance or importance of any Match, Fixture or tournament in which the Participant will be ineligible to participate because of the imposition of a Suspension imposed within the range in Schedule 3: Table of Offences;
 - iii. the point in the Match at which the Offence was committed;
 - iv. the conduct, including actions, words or gestures of any Participant or Spectator during or related to the Match; and
 - v. any disciplinary decision taken or failure to take a disciplinary decision by a Match Official during the Match.
- (i) If the identity of the Participant is at issue, prior to bringing a challenge under this section 8.2, the Participant must first challenge the Match Official Send-Off/Expulsion Report or the Notice of Suspension, as the case may be, in accordance with section 7.3 (Challenge on the basis of mistaken identity on a match sheet or in a Match Official Send-Off/Expulsion Report).
- (j) If a Participant wishes to lodge a challenge to a Suspension under this section 8.2, the Participant **must** notify the BDSFA by submitting the following:

WHAT:

COMPULSORY: a signed written statement by the Participant (or their Club) setting out the grounds upon which they rely. In the interests of efficiency, that statement must not exceed two (2) A4 pages of normally sized and spaced text. Failure to comply with this requirement will result in the statement not being considered by the Disciplinary Committee (**Prescribed Form 08** – [click here](#)); **AND**

Pay to the BDSFA the relevant Application Fee (as per Schedule 4: Application Fees); **AND**

OPTION 1: video or photo evidence; **AND/OR**

OPTION 2: signed written statements from relevant witnesses.

WHEN:

By 4.00pm on the second (2nd) Business Day after the issuance of a Notice of Suspension by the BDSFA.

HOW:

Submit **Prescribed Form 08** from the BDSFA website.

- (k) Participants should note that the time limit set out above is strict. Unless there are exceptional circumstances (to be determined by the Executive in its absolute discretion), if a Participant fails to comply with the requirements prescribed under section 8.2(j), including payment of the Application Fee, by the time specified therein, the Participant is deemed to have accepted the Suspension and waived their right to challenge the Suspension under this section 8.2.
- (l) The BDSFA reserves the right to file written submissions in reply to the material filed by the Participant (or their Club).
- (m) The Disciplinary Committee may in its absolute discretion request additional information from the BDSFA or the Participant prior to making a decision.



- (n) After considering the evidence, the Disciplinary Committee will decide whether the challenge is to be rejected or is successful. The Disciplinary Committee is not obliged to give reasons for any decision it makes and the identity of Disciplinary Committee members who determined the challenge will not be disclosed by the BDSFA.
- (o) The Disciplinary Committee must notify the BDSFA of its decision within a reasonable time following referral from the BDSFA.
- (p) Upon receipt of the Disciplinary Committee's determination, the BDSFA must, as soon as is practicable, notify in writing the Participant's Club and, if applicable, set out the revised Suspension in a Notice of Suspension and issue same to the Participant's Club. That Club must, as soon as is practicable, advise the Participant of the Disciplinary Committee's determination and, if applicable, provide the Participant with a copy of the Notice of Suspension. Failure by the Club to do so is deemed to be a breach of these Regulations and will result in a \$250 fine against the Club.

8.3 Appealing a decision of the Disciplinary Committee (Red Card Offence)

- (a) Subject to section 10 (Appeals Tribunal), the decision to reject, in part or in full, a challenge brought in accordance with section 8.2 (Challenging a Notice of Suspension) may be appealed to the Appeals Tribunal.
- (b) The right of appeal under this section 8.3 is limited to:
 - i. The BDSFA; and
 - ii. the Participant who challenged the Notice of Suspension in accordance with section 8.2.
- (c) If a Participant wants to appeal to the Appeals Tribunal pursuant to this section 8.3, the Participant must, within seven (7) Business Days of the issuance of the decision of the Disciplinary Committee to the Club by the BDSFA:
 - i. pay to the BDSFA the relevant Application Fee (as per Schedule 4: Application Fees);
 - ii. submit to the BDSFA a completed and signed Notice of Appeal - Decision of the Disciplinary Committee (Red Card Offence) (**Prescribed Form 15** –[click here](#));
 - iii. submit to the BDSFA all supporting material, including any additional evidence; and
 - iv. submit to the BDSFA any written submissions the Participant intends to rely on.
- (d) Participants should note that the time limit set out above is strict. Unless there are exceptional circumstances (to be determined by the Executive in its absolute discretion), if the BDSFA does not receive the material **and** the Application Fee prescribed under section 8.3(c) by the time specified therein, the Participant is deemed to have waived their right to appeal the decision of the Disciplinary Committee to the Appeals Tribunal.

8.4 Contempt against the Disciplinary Committee

- (c) If the Disciplinary Committee considers that:
 - i. a challenge pursuant to section 8.2 (Challenging a notice of suspension) had no prospects of success and amounted to an abuse of process; and/or
 - ii. a Participant submitted to the Disciplinary Committee a Prescribed Form, evidence of any kind, a written statement or submission that the Participant knew or ought reasonably to have suspected to be untrue (wholly or in part) or that was intended to deliberately mislead the Disciplinary Committee,

the Disciplinary Committee may refer the matter to the Executive which may investigate the matter and take any relevant action pursuant to section 9.2 (Charges of Misconduct).



9. GENERAL PURPOSES TRIBUNAL

9.1 Jurisdiction

- (a) The General Purposes Tribunal has jurisdiction to hear and determine:
- i. charges of Misconduct (including for, but not limited to, Red Card Offences, serious infringements that escaped the Match Official's attention) and Offences disclosed in Match Official Reports (section 9.2);
 - ii. Grievances between Members (section 9.3);
 - iii. disciplinary matters in relation to competitions conducted by BDSFA or Summer Football Competition Administrators where the Executive determines, in its absolute discretion, matters have not been appropriately dealt with by BDSFA or the Summer Football Administrator (as the case may be) (section 9.4);
 - iv. appeals against disciplinary decisions of Summer Football Competition Administrators but only once their respective internal procedures have been exhausted (section 9.5);
 - v. matters concerning the circumstances of Matches that have been Abandoned as referred to the General Purposes Tribunal under Schedule 14 of the BDSFA Competition Regulations; and
 - vi. any other matter which the Executive determines, in its absolute discretion, is important to the interests of football in the BDSFA (section 9.6).
- (b) Where applicable, the relevant Application Fees for matters referred to in section 9.1 (a) are set out in Schedule 4: Application Fees.
- (c) The BDSFA, in its absolute discretion, shall determine and set any applicable Tribunal hearing date solely based on the availability of the required number of Tribunal. The claimed unavailability of a party on the date determined by the BDSFA shall not prevent the applicable Tribunal hearing from being held on the date determined by the BDSFA. It is not open to the parties, or their legal representatives, if leave has been granted by the Tribunal for any party to be legally represented, to request a hearing date that is more than two (2) months after the date of lodgement of the Notice of Response or the Notice of Appeal (as the case may be) with the BDSFA. The overarching objective is to enable the BDSFA to provide an informal, prompt and expedited Tribunal hearing forum for the determination of the Notice of Charge and whether it has been made out or not"

9.2 Charges of Misconduct.

- (a) The Board or the Executive may investigate any matter which in its opinion is relevant to whether or not a charge of Misconduct ought to be laid. Such investigation may be initiated on the basis of a written report or complaint of a Member, a Match Official Report, or on the basis of any other evidence which, in the opinion of the Board or the Executive, is credible.
- (b) Such investigation may be carried out by the Board or the Executive as it sees fit, and Members are required to cooperate fully with BDSFA in the conduct of that investigation and must do so within the timeframe specified in any correspondence issued by BDSFA. A Member agrees that any information provided to BDSFA may be used as evidence in bringing a charge under this section 9.2 and may be provided to any party so charged.
- (c) A Member who fails to comply with section 9.2(b) will be deemed to have committed Misconduct (section 16.4) and the Executive may, in its absolute discretion, take any relevant action against the Member pursuant to this section 9.2.



- (d) At any time, the Board or the Executive may determine whether:
- i. a Notice of Charge is to be issued in respect of the matter; or
 - ii. the matter is to be dealt with in any other manner,
- and such determination will be at the absolute discretion of the Board or the Executive and not be capable of review.
- (e) A Member issued with a Notice of Charge by the BDSFA may either:
- i. **accept** the charge(s) and the penalty(ies) proposed (as applicable) by submitting to by submitting to the BDSFA a completed and signed Notice of Response (**Prescribed Form 9 – [click here](#)**); or
 - ii. **refer** the charge(s) to the General Purposes Tribunal for hearing in accordance with section 9.2(g).

The Executive may also refer the Notice of Charge(s) to the General Purposes Tribunal for hearing in its absolute discretion at any time (in which case, the Member will not be required to pre-pay the Application Fee but may be ordered by the General Purposes Tribunal to pay a similar amount at the conclusion of the matter in addition to any other costs that the General Purposes Tribunal may award under section 13.17)

- (f) Where a Member **accepts** a Notice of Charge in accordance with section 9.2i, the following applies:
- i. the penalties set out in the Notice of Charge will be applied
 - ii. a Determination will be issued to the Member; and
 - iii. the Member forfeits their right of Appeal.
- (g) If a Member wants to **refer** a Notice of Charge to the General Purposes Tribunal for hearing in accordance with section 9.2(e)ii, the Participant must, by the date and time specified in the Notice of Charge:
- i. pay to the BDSFA the relevant Application Fee (as per Schedule 4: Application Fees);
 - ii. submit to the BDSFA a completed and signed Notice of Response (**Prescribed Form 9 – [click here](#)**);
 - iii. submit to the BDSFA all supporting material, including any additional evidence;
 - iv. unless the Member has already done so as part of the Executive's investigation into the matter, submit a written statement setting out the Member's version of the incident(s) alleged; and
 - v. submit to the BDSFA any written submissions the Member intends to rely on.
- (h) If the Executive has advised the Member that the charge(s) are to be referred directly to the General Purposes Tribunal for hearing in accordance with section 9.2(e)ii., the Member must, by the date and time specified in the Notice of Charge:
- vi. submit to the BDSFA a completed and signed Notice of Response (Prescribed Form 11 – [click here](#));
 - vii. submit to the BDSFA all supporting material, including any additional evidence;
 - viii. unless the Member has already done so as part of the Executive's investigation into the matter, submit a written statement setting out the Member's version of the incident(s) alleged; and
 - ix. submit to the BDSFA any written submissions the Member intends to rely on.



- (i) In the Notice of Response, the Member must:
 - i. indicate whether the Member pleads **guilty** to the Offence(s) and accepts the penalty(ies) proposed (if any); or
 - ii. indicate whether the Member pleads **guilty** to the Offence(s) but disputes some or all of the facts alleged and/or the penalty(ies) proposed; or
 - iii. indicate whether the Member pleads **not guilty** to the Offence(s);
 - iv. advise the names of any witnesses attending the hearing and attach written statements from those witnesses; and
- (j) subject to Section 13.5, make written submissions explaining the reason(s) why the Member requests that a Tribunal grant leave to be represented by a lawyer (and whether they are being represented 'pro bono' or otherwise) and/or accompanied by a support person (if relevant) and provide the legal representatives' or support person(s)' name and contact details (i.e. mobile telephone number and email address). A support person is not permitted to advocate on behalf of the Member or to otherwise speak for or represent the Member. A Member who pleads guilty in a Notice of Response may be eligible for leniency by a Tribunal in respect of the penalty imposed but not below the applicable Minimum Sanction/Suspension.
- (k) Where a Participant, the subject of a Match Official Send-Off/Expulsion Report is also the subject of a Match Official Incident Report or some other complaint arising out of or in relation to the same Match, the Executive may (in its absolute discretion) deal with all related matters in accordance with this section 9.2.
- (l) Members should note that time limits are strict. Failure by a party to lodge a Notice of Response by the due date specified by the BDSFA in the Notice of Charge shall be deemed to constitute acceptance of the Notice of Charge (and its annexures) in its entirety and all of the consequences that flow as per this section 9.2(l) shall be applicable. Unless there are exceptional circumstances (to be determined by the Executive in its absolute discretion), if the Member, properly notified of a Notice of Charge:
 - i. **fails to accept** the Notice of Charge in accordance with section 9.2i; or
 - ii. **fails to refer** a Notice of Charge in accordance with the requirements prescribed under section 9.2(g) including payment of the Application Fee; or
 - iii. in the case where the Executive has referred the charge(s) directly to the General Purposes Tribunal for hearing, fails to comply with the requirements prescribed under section 9.2(h),

by the time specified in the Notice of Charge, the Member is deemed to have accepted the Notice of Charge (and its annexures) and the following applies:

- iv the Member is deemed to have pleaded guilty to the charge(s) set out in the Notice of Charge;
- v if a penalty(ies) is proposed in the Notice of Charge, the penalty(ies) will be applied; or
- vi if no penalty(ies) is proposed in the Notice of Charge, the General Purposes Tribunal must proceed *ex parte* and determine the penalty(ies) in the Member's absence (an *ex parte* Determination of the General Purposes Tribunal has the same force and effect as if it was made after a full hearing before the General Purposes at which the Member was present);
- vii a Determination will be issued; and
- viii the Member forfeits their right of Appeal.



- (m) Without limitation, for the purposes of section 9.2(l), a Member is deemed to have been properly notified of a Notice of Charge if:
 - i. in the case of a Participant, the notification is sent to an email address recorded in the Participant's profile on the National Online Registration System; and
 - ii. in the case of a Club, the notification is sent to the email address normally used by BDSFA to correspond with that Member.
- (n) For the avoidance of doubt, the Executive may, in its absolute discretion, cite a Participant to appear before the General Purposes Tribunal in relation to:
 - i. a Red Card; or
 - ii. a serious infringement that escaped the Match Official's attention and may use this section 9.2 to do so.
- (o) Whether certain conduct amounts to a "serious infringement" for the purposes of section 9.2(n)ii. is to be determined by the Executive in its absolute discretion, however, generally speaking, a Red Card Offence (except an R4, R5 and R7), will amount to a "serious infringement".
- (p) For the further avoidance of doubt, any decision by the Executive to cite a Participant under section 9.2(n) and any determination that certain conduct amounts to a "serious infringement" under section 9.2(o) is final and may not be challenged before a Body. The issues of guilt and/or sanction in respect of the conduct cited remain a matter for the Body.
- (q) Members should note that where a matter proceeds to a hearing before a Tribunal, BDSFA is entitled to seek penalties greater than those proposed in the Notice of Charge (if any) and the Tribunal is entitled to impose penalties greater than those proposed by the BDSFA in the Notice of Charge (if any) or during the course of the hearing.

9.3 Grievances

- (a) BDSFA will only accept a Grievance if sections 9.3(c) and 9.3(d) have been satisfied. In addition to this, a Member cannot refer a Grievance to BDSFA if the subject matter has been, or would ordinarily be, dealt with by BDSFA under section 9.2 (Charges of Misconduct.) or section 10.6 (Appeals against a decision of a Member Appeals Committee) or where BDSFA has declined to hear the matter due to jurisdictional issues.
- (b) The Executive may dismiss any Grievance it determines, in its absolute discretion, to be a Vexatious Claim.
- (c) Except in the case of a Grievance relating to the purported deregistration of a Paayer, before referring any Grievance to the BDSFA, a Member making a Claim (**Claimant**) or a Complaint (**Complainant**) must write to the other Member involved in the subject matter of the Grievance (**Respondent**) with details of the Grievance (including any material or evidence relied on by the Member in respect of the Grievance) allowing the Respondent at least seven (7) Business Days to respond. The Respondent's reply must include reasons for any disagreement with the details of the Grievance.
- (d) If a response is not received within seven (7) Business Days of the notice from the Claimant or Complainant referred to in section 9.3(c) or the Grievance is not otherwise resolved, the Claimant or Complainant may, in writing, refer the Grievance to the BDSFA in accordance with section 9.3(e).



- (e) In order to refer a Grievance to the BDSFA, a Claimant or Complainant must submit a Grievance Form (**Prescribed Form 10** – [click here](#)) and any evidence and/or written submissions it intends to rely on through the BDSFA website, together with the Application Fee (as per Schedule 4: Application Fees) within fourteen (14) Business Days after the dispatch of the notice referred to in section 9.3(c).
- (f) In the first instance, a Grievance will be dealt with by mediation pursuant to section 12 (Mediation) unless the Executive determines, in its absolute discretion, that a Grievance should be referred immediately to the General Purposes Tribunal for determination.
- (g) Members should note that the time limits set out above are strict. Unless there are exceptional circumstances (to be determined by the Executive, in its absolute discretion), if the BDSFA does not receive a completed and signed Grievance Form, any evidence and/or written submissions the Member intends to rely on **and** the relevant Application Fee by the time specified in section 9.3(e) then the Member has waived its right to file a Grievance with the BDSFA.
- (h) Notwithstanding anything to the contrary in this section 9.3, any Grievance that relates to a matter that occurred at Member level or below must exhaust the grievance/disciplinary procedures of the Club, in the first instance (if relevant), and of the Member. Once those grievance/disciplinary procedures have been fully exhausted, the Member may only appeal the matter pursuant to section 10.6 (Appeals against a decision of a Member Appeals Committee) and subject to section 10.3 (Grounds of Appeal).

9.4 Referral of Centre and Summer Football Competition Administrator Matters

- (a) The Executive may refer to the General Purposes Tribunal for determination any disciplinary matter in relation to competitions conducted by Centres or Summer Football Competition Administrators where the Executive determines, in its absolute discretion, that the matter has not been appropriately dealt with by the Centre or the Summer Football Competition Administrator (as the case may be) and that it is important to the interests of football in the BDSFA, Football NSW or FA to do so.
- (b) For the avoidance of doubt, any decision of the Executive that a matter has not been appropriately dealt with by a Centre or a Summer Football Competition Administrator and that it is important to the interests of football in the BDSFA, Football NSW or FA is final and may not be challenged before a Body.

9.5 Appealing a decision of a Summer Football Competition Administrator

- (a) A disciplinary decision of a Summer Football Competition Administrator may be appealed to the General Purposes Tribunal but only once their respective internal procedures have been exhausted and subject to section 9.5(f).
- (b) Only the Member the subject of the disciplinary decision referred to in section 9.5(a) (i.e. the offender) and BDSFA have standing to appeal matters under this section 9.5. The Executive will only appeal a matter under this section 9.5 if it determines, in its absolute discretion, that the matter is important to the interests of football in the BDSFA, Football NSW or FA. For the avoidance of doubt, any decision of the Executive that a matter is important to the interests of football in the BDSFA, Football NSW or FA is final and may not be challenged before a Body.



- (c) If a Member wants to appeal a disciplinary decision of a Summer Football Competition Administrator to the General Purposes Tribunal, it must, within seven (7) Business Days of the issuance of the written decision by the Summer Football Competition Administrator:
- i. pay to BDSFA the relevant Application Fee (as per Schedule 4: Application Fees);
 - ii. subject to section 13.25, pay any award or fine the subject of that decision, to the Summer Football Competition Administrator, as the case may be;
 - iii. submit to BDSFA a completed and signed Notice of Appeal of a Decision of a Summer Football Competition Administrator (Prescribed Form 15 - [click here](#));
 - iv. submit to BDSFA all supporting material, including any additional evidence; and submit to the BDSFA any written submissions the Member intends to rely on.
- (d) Where the documents to be provided under section 9.5(c) exceed fifty (50) pages in total, the Member must deliver to the offices of the BDSFA four (4) hard copies of those documents by the date prescribed therein.
- (e) Members should note that the time limits set out above are strict. Unless there are exceptional circumstances (to be determined by the Executive, in its absolute discretion), if BDSFA does not receive the documentation and payments prescribed under sections 9.5(c) and 9.5(d) by the time specified in section 9.5(c), the Member is deemed to have waived its right to appeal the decision of the Summer Football Competition Administrator.
- (f) Sections 10.3 (Grounds of Appeal) and 10.4 (Decisions of the Appeals Tribunal) apply to appeals brought pursuant to this section 9.5 except that references to “Body” in sections 10.3 and 10.4 are to be taken to be references to the decision maker whose decision is being appealed and references to “Appeals Tribunal” in sections 10.3 and 10.4 are to be taken as references to the General Purposes Tribunal.
- (g) Any Determination by the General Purposes Tribunal in respect of an appeal brought pursuant to this section 9.5 will be final and binding on the parties to the appeal and no person may institute or maintain proceedings in the Appeals Tribunal, any court of law or other tribunal in relation to such Determination.

9.6 Matters of Importance

The Executive, in its absolute discretion, may refer any matter it determines, in its absolute discretion, to be important to the interests of football in the State, the BDSFA, FNSW or FA to the General Purposes Tribunal for determination. For the avoidance of doubt, such matters include (but are not limited to) those involving Members involved in football at any level in the State. For the further avoidance of doubt, any decision of the Executive that a matter is important to the interests of football in the BDSFA, Football NSW or FA is final and may not be challenged before a Body. 9.7

9.7 Decisions of the General Purposes Tribunal

- (a) A General Purposes Tribunal Determination will be in accordance with the majority opinion of the General Purposes Tribunal members hearing a matter.
- (b) The types of decisions that the General Purposes Tribunal may issue are set out in Schedule 3: Table of Offences, Table D: Sanction Imposed by a Tribunal and may include (but are not limited to) a finding, directive, Suspension, ban, fine or such other action as reasonably determined by the General Purposes Tribunal.
- (c) The sanction imposed by the General Purposes Tribunal in respect of an Offence must not be below the applicable Minimum Sanction or Suspension and may only be greater than the applicable Maximum Suspension in Exceptional Circumstances which must be detailed in the Determination.



- (d) Any decision issued under this section 9.7 may be combined, however, the serving of a Time Suspension issued to a Member must precede the serving of a Fixture Suspension issued to that Member.
- (e) Any failure to comply with a Determination of the General Purposes Tribunal is deemed to be contempt of a Tribunal and may be sanctioned pursuant to section 13.8 (contempt against a Tribunal).
- (f) The General Purposes Tribunal is not obliged to give reasons for any decision it makes.
- (g) The General Purposes Tribunal will use its reasonable endeavours to issue a short-written summary of its Determination (**Preliminary Determination**) within two (2) Business Days of the completion of any hearing.
- (h) Notwithstanding section 9.7(f), the General Purposes Tribunal may, in its absolute discretion, issue a full written Determination, with reasons for decision (**Final Determination**). The General Purposes Tribunal's decision in respect of whether it will issue a Final Determination must be communicated to BDSFA at the time of issuing the Preliminary Determination. If the General Purposes Tribunal has indicated it will issue a Final Determination, it will use its reasonable endeavours to issue a Final Determination within fourteen (14) Business Days of the completion of the hearing.
- (i) Unless otherwise specified in these Regulations or by the General Purposes Tribunal in a Determination, the imposition of a sanction has immediate effect.
- (j) All Determinations of the General Purposes Tribunal remain in force unless and until reversed by the Appeals Tribunal.

9.8 **Appealing a decision of the General Purposes Tribunal**

- (a) Subject to section 10 (Appeals Tribunal), a Determination of the General Purposes Tribunal may be appealed to the Appeals Tribunal.
- (b) If a Member wants to appeal a Determination of the General Purposes Tribunal to the Appeals Tribunal, it must, within seven (7) Business Days of the issuance of the Preliminary Determination by the BDSFA (or the Final Determination, where the General Purposes Tribunal has indicated one will be issued):
 - i. pay to the BDSFA the relevant Application Fee (as per Schedule 4: Application Fees);
 - ii. subject to section 13.25, pay any award or fine the subject of that Preliminary Determination or Final Determination, as the case may be, to the BDSFA;
 - iii. submit to the BDSFA a completed and signed Notice of Appeal of a decision of a GPT (**Prescribed Form 12 – [click here](#)**);
 - iv. submit to the BDSFA all supporting material, including any additional evidence; and
 - v. submit to the BDSFA any written submissions the Member intends to rely on including, subject to Section 13.5, submissions explaining the reason(s) why the Member requests that the Appeals Tribunal grant leave for the Member to be represented by a lawyer (and whether the Member is to be represented 'pro bono' or otherwise) and/or accompanied by a support person (if relevant) and provide the legal representative's or support person's name and contact details (i.e. mobile telephone number and email address). A support person is not permitted to advocate on behalf of the Member or to otherwise speak for or represent the Member. (ba) Where the documents to be provided under section 9.8(b) exceed fifty (50) pages in total, the Member must deliver to the offices of the BDSFA.
- (ba) Where the documents to be provided under section 9.8(b) exceed fifty (50) pages in total, the Member must deliver to the offices of BDSFA four (4) hard copies of those documents by the date prescribed therein.



- (c) Members should note that the time limits set out above are strict. Unless there are exceptional circumstances (to be determined by the Executive, in its absolute discretion), if BDSFA does not receive the documentation and payments prescribed under sections 9.8(b) and (ba) by the time specified in section 9.8(b), the Member is deemed to have waived its right to appeal the Determination of the General Purposes Tribunal to the Appeals Tribunal.

10. APPEALS TRIBUNAL

10.1 Jurisdiction

The Appeals Tribunal (which shall be constituted by three members) will be responsible for hearing and determining appeals from:

- (a) the Executive pursuant to section 7.4 (Appealing a decision in respect of a challenge (mistaken identity)) but subject to section 10.3 (Grounds of Appeal);
- (b) the Disciplinary Committee pursuant to section 8.3 (Appealing a decision of the Disciplinary Committee Red Card Offence)) but subject to section 10.3 (Grounds of Appeal);
- (c) the General Purposes Tribunal pursuant to sections 9.8 (Appealing a decision of a GPT) but subject to section 10.3 (Grounds of Appeal) and, if applicable, section 10.5 (Appeal from a GPT in relation to a Grievance); and
- (d) Member Appeals Committees but subject to section 10.3 (Grounds of Appeal) and section 10.6 (Appeals against a decision of a Member Appeals Committee).

10.2 Standing to Appeal

- (a) Despite anything to the contrary contained in these Regulations and for the avoidance of doubt, only the Members set out in this section 10.2 (subject to section 10.3 (Grounds of Appeal)) and the BDSFA have standing to appeal matters to the Appeals Tribunal.
- (b) **An appeal of the decision of the Executive pursuant to section 7.4 (Appealing a decision in respect of a challenge (mistaken identity))**: the Participant who bought the challenge in accordance with section 7.3.
- (c) **An appeal from the Disciplinary Committee pursuant to section 8.3 (Appealing a decision of the Disciplinary Committee (Red Card Offence))**: the Participant who challenged the Disciplinary Committee's Suspension pursuant to section 8.2 (Challenging a Notice of Suspension (Red Card Offence)).
- (d) **An appeal from the General Purposes Tribunal pursuant to section 9.8 (Appealing a decision of a GPT) in relation to a charge(s) of Misconduct (section 9.2)**: the Member(s) the subject of the charge(s) before that General Purposes Tribunal but only in respect of the charge(s) against that Member.
- (e) **An appeal from the General Purposes Tribunal pursuant to sections 9.8 and 10.5 (Appealing a decision of a GPT) in relation to a Grievance (section 9.3)**: the Member(s) (including any Affected Party) who appeared before that General Purposes Tribunal.
- (f) **An appeal from the General Purposes Tribunal pursuant to section 9.8 (Appealing a decision of a GPT) in relation to a matter referred to the General Purposes Tribunal by the Executive pursuant to section 9.6 (Matters of Importance)**: the Member(s) who appeared before that General Purposes Tribunal.
- (g) **An appeal from a Member Appeals Committee pursuant to section 10.6 in relation to a disciplinary matter**:
 - i. the Member(s) the subject of the charge(s) before the Member Appeals Committee but only in respect of the charge(s) against that Member;



- ii. if applicable, any Match Official who officiated in the match giving rise to the charge(s) or the relevant Referees Body but only if the Executive, in its absolute discretion, determines that it is in the interests of football for the appeal to be heard by the Appeals Tribunal;
 - iii. the victim(s) in the incident that gave rise to the charge(s) before the Member Appeals Committee but only if the Executive, in its absolute discretion, determines that it is in the interests of football for the appeal to be heard by the Appeals Tribunal; and
 - iv. the Member who laid the original charge(s) but only if the Executive, in its absolute discretion, determines that it is in the interests of football in the State for the appeal to be heard by the Appeals Tribunal.
- (h) **An appeal from a Member Appeals Committee pursuant to section 10.6 in relation to a grievance or a matter not otherwise contemplated by section 10.2:** the Member(s) who appeared before the Member Appeals Committee and, subject to section 13.4(d), any Affected Party.

10.3 Grounds of Appeal

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

- (a) a party was not afforded a reasonable opportunity to present its case;
- (b) lack or excess of jurisdiction of a Body or a Member Appeals Committee;
- (c) the decision of a Body or a Member Appeals Committee was affected by actual bias;
- (d) the decision was one that was not reasonably open to a Body or a Member Appeals Committee having regard to the evidence before the Body or a Member Appeals Committee;
- (e) severity, but only where a Body or a Member Appeals Committee;
imposed one or more of the following:
 - i. a Fixture/Match Suspension of six (6) or more Fixtures/Matches (excluding Trial Matches and Tournaments); or
 - ii. a Time Suspension of three (3) or more months; or
 - iii. a fine of three thousand dollars (\$3,000) or more; or
 - iv. a bond to be of good behaviour of three thousand dollars (\$3,000) or more; or
 - v. a deduction, loss or ban on accruing six (6) or more competition points; or
 - vi. exclusion, suspension or expulsion of a Club or Team from a competition; or
 - vii. relegation to a lower division; or
- (f) leniency, but only in the case of an appeal brought by BDSFA or an appeal allowed by the Executive pursuant to section 10.2(g) (Appeal from a Member Appeals Committee).

10.4 Decisions of the Appeals Tribunal

- (a) An Appeals Tribunal Determination will be in accordance with the majority opinion of the Appeals Tribunal members.
- (b) The Appeals Tribunal has the power to:
 - i. dismiss, allow in whole or in part an appeal, or vary (whether by way of reduction or increase but subject to any applicable Minimum Suspension/Sanction and Maximum Suspension/Sanction) a determination, including any sanction or penalty, made by a Body or a Member Appeals Committee in the decision the subject of the appeal, as the case may be, without the necessity to provide any prior notice to any party to the appeal of its intention to do so;



- ii. subject to any applicable Minimum Suspension/Sanction and Maximum Suspension/Sanction, impose any sanction, measure or make any order it thinks fit or that a Body, General Purposes Tribunal or Member Appeals Committee, as the case may be, could have imposed under these Regulations or its regulations, as the case may be. In doing so, the Appeals Tribunal may vary, by way of reduction or increase, any sanction, measure or order that a Body or Member Appeals Committee imposed or made in the decision the subject of the appeal without the necessity to provide any prior notice to any party to the appeal of its intention to do so;
 - iii. conduct a fresh hearing of the matter (**hearing de novo**), but only in exceptional circumstances (as determined by the Appeals Tribunal in its absolute discretion); or
 - iv. remit the matter to the Body or the Member Appeals Committee from which the appeal originated, or to the tribunal (or similar) that dealt with the matter at first instance, for rehearing and issue any directions or orders in relation to the rehearing of the matter that the Appeals Tribunal deems appropriate.
- (c) No Determination of the Disciplinary Committee or the General Purposes Tribunal will be quashed or held invalid by the Appeals Tribunal by reason only of any defect, irregularity, omission or other technicality, provided the Appeals Tribunal is satisfied there has not been a miscarriage of justice.
 - (d) Any failure to comply with a Determination of the Appeals Tribunal is deemed to be contempt of a Tribunal and may be sanctioned pursuant to section 13.18 (Contempt against a Tribunal).
 - (e) The Appeals Tribunal will use its reasonable endeavours to issue a short oral or written summary of its Determination (**Preliminary Determination**) within five (5) Business Days of the completion of any hearing. The Appeals Tribunal will use its reasonable endeavours to issue a full written Determination, with reasons for decision (**Final Determination**), within twenty one (21) Business Days of the completion of any hearing.

10.5 Appeal from a General Purposes Tribunal in relation to a Grievance

- (a) No appeal can be brought from a General Purposes Tribunal Determination in relation to a Grievance (section 9.3) except with leave of the Appeals Tribunal granted in accordance with this section 10.5.
- (b) Any Notice of Appeal of a decision of a GPT (**Prescribed Form 12** – [click here](#)) in relation to a Grievance received by the BDSFA must be referred, within seven (7) Business Days of receipt, to the Chairperson of the Appeals Tribunal (or if they are not available, to the Vice Chairperson of the Appeals Tribunal) for determination as to whether leave should be granted for the appeal to proceed.
- (c) The Chairperson or the Vice-Chairperson, as the case may be, of the Appeals Tribunal will determine, within fourteen (14) Business Days of receipt of a Notice of Appeal referred under section 10.5(b), whether leave to appeal should be granted and the outcome of such determination will be communicated in writing to the party that lodged the appeal.
- (d) In determining whether leave to appeal should be granted, the Chairperson or the Vice-Chairperson, as the case may be, of the Appeals Tribunal must have regard to:
 - i. the grounds of appeal set out in the Notice of Appeal;
 - ii. whether any obvious error on the part of the General Purposes Tribunal has been identified;
 - iii. the prospects of success of the appeal; and
 - iv. the nature and significance of the Grievance and the subject of the decision being appealed.
- (e) If leave to appeal is not granted, the Chairperson or the Vice-Chairperson, as the case may be, of the Appeals Tribunal may, in their absolute discretion, recommend that all or part of the Appeal Fee be refunded to the appellant by BDSFA.



- (f) If leave to appeal is granted, an appeal lodged pursuant to this section will proceed and be determined in the same manner as all other appeals determined by the Appeals Tribunal.

10.6 Appeals against a decision of a Member Appeals Committee

- (a) In addition to the limitations set out under section 10.3 (Grounds of Appeal), the Appeals Tribunal will only hear and determine a matter involving an appeal from a Member Appeals Committee where the matter has proceeded in accordance with, and exhausted, that Member's own disciplinary/grievance rules and regulations. A party wanting to appeal a decision of a Member Appeals Committee to the Appeals Tribunal must provide documentation, to the satisfaction of the BDSFA, to demonstrate that the matter has proceeded in accordance with and exhausted that Member's own disciplinary/grievance rules and regulations before it can be appealed to the Appeals Tribunal.
- (b) If a party wants to appeal a decision of a Member Appeals Committee, it must, within seven (7) Business Days of being issued the decision:
- i. pay to the BDSFA the relevant Application Fee (as per Schedule 4: Application Fees);
 - ii. pay any award or fine the subject of the decision to the Member;
 - iii. (submit to the BDSFA a completed and signed Notice of Appeal of a decision of a Member Appeals Committee (Prescribed Form 13 – [click here](#));
 - iv. submit to the BDSFA written copies of the decision of the Member Appeals Committee and of the decision at first instance (if applicable);
 - v. submit to the BDSFA evidence that the matter has proceeded in accordance with and exhausted the Member's own disciplinary/grievance rules and regulations;
 - vi. submit to the BDSFA a copy of the Member's constitution;
 - vii. submit to the BDSFA a copy of the Member's disciplinary/grievance rules and regulations;
 - viii. submit to the BDSFA any supporting material, including any additional evidence; and
 - ix. submit to the BDSFA any written submissions the party intends to rely on, including, subject to Section 13.5, submissions explaining the reason(s) why the Member requests that the Appeals Tribunal grant leave for the Member to be represented by a lawyer (and whether the Member is to be represented 'pro bono' or otherwise) and/or accompanied by a support person (if relevant) and provide the legal representative's or support person's name and contact details (i.e. mobile telephone number and email address). A support person is not permitted to advocate on behalf of the Member or to otherwise speak for or represent the party.
- (ba) Where the documents to be provided under section 10.6(b) exceed fifty (50) pages in total, the party must deliver to the offices of the BDSFA four (4) hard copies of those documents by the date prescribed therein.
- (c) Parties should note that the time limits set out above are strict. Unless there are exceptional circumstances (to be determined by the Executive, in its absolute discretion), if the requirements prescribed under sections 10.6(b) and (ba) are not fully complied with by the time specified in section 10.6(b), the party is deemed to have waived its right to appeal the decision to the BDSFA.

10.7 Abandoned Appeals

An appellant may abandon an appeal prior to any hearing by giving written notice to the BDSFA in which case the Application Fee may, in the Executive's absolute discretion, be refunded.



11. NO RECOURSE TO COURTS

Any Determination by the Appeals Tribunal will be final and binding on the parties to the appeal and no person may institute or maintain proceedings in any court of law or tribunal in relation to such Determination (other than the limited right of appeal to FNSW or the FA, subject to the FNSW Statutes).

12. MEDIATION

- (a) In relation to a Grievance between Members pursuant to section 9.3 (Grievances), the Executive may require Members to attend a meeting with a representative of the BDSFA and/or an independent person who will act as a mediator (**Mediator**) for the purpose of attempting to reach agreement for the resolution of the Grievance.
- (b) A Mediator will be a person who, in the opinion of the Executive, is appropriately qualified to conduct the mediation, and may include a member of the Resolution Institute or other similar body, or a legal practitioner.
- (c) Unless otherwise determined by the Executive, any costs involved in the mediation, including the costs of the Mediator, must be borne equally by the parties to the Grievance.
- (d) As soon as is practicable after receipt of a Grievance Form from a Member, the BDSFA must provide a copy of the Grievance Form and any other related material provided by that Member to the Respondent and/or an Affected Party.
- (e) Within seven (7) Business Days of receiving the Grievance Form and any other related material, the Respondent and/or an Affected Party must file with the BDSFA its written response to the Grievance along with any material that party intends to rely on.
- (f) The BDSFA will then set a date for the mediation and notify the parties accordingly.
- (g) The BDSFA may, in its absolute discretion, and where the circumstances require it, shorten the above timeline.
- (h) A Mediator must disclose to the parties to the Grievance, at the commencement of the mediation process, any prior or existing relationship with those parties. If one or more parties to the Grievance object to the Mediator's right to hear a matter on the basis of perceived bias, the party/parties must raise the objection immediately with the Mediator. The Mediator must then advise the Executive who will, in its absolute discretion, appoint another Mediator or refer the Grievance directly to the General Purposes Tribunal for determination.
- (i) During the mediation process, the parties to the Grievance and their legal representatives (if applicable) must:
 - i. participate in good faith;
 - ii. follow all reasonable directions of the Mediator with regard to the conduct of the mediation process including directions in respect of joint and private discussions with the parties; and
 - iii. have in attendance an individual with the necessary authority to settle the Grievance and execute any mediation agreement.
- (j) Except as provided for under section 12(n), a Mediator must not disclose any information provided by a party in private discussions with the Mediator unless authorised by that party or required to do so by operation of law.
- (k) The mediation will be conducted on a "*without prejudice*" basis and the Mediator will have no power to impose any Suspension, decision or sanction on any of the parties to the Grievance. The role of the Mediator is not to act as an advisor to parties or to make a determination but is instead to facilitate the parties to the Grievance in identifying the issues and considering the options to arrive at a mutual agreement.



- (l) If the parties to a Grievance reach agreement in relation to a Grievance during the mediation process, the parties must execute a mediation agreement. Once a mediation agreement is executed by the parties to a Grievance, those parties will have no right of appeal and will not be able to lodge any Grievance or bring any claim in relation to the subject matter of the original Grievance.
- (m) The Mediator may terminate a mediation at any time if they determine, in their absolute discretion, that the mediation is unlikely to produce an agreement and must then refer the Grievance to the General Purposes Tribunal for determination pursuant to these Regulations.
- (n) The parties to a mediation agree that BDSFA is to be provided with a copy of any mediation agreement or details of the agreed outcome of the mediation, as the case may be, by the Mediator for the purposes of administering football, including for the taking of any relevant action in the event of a breach of the mediation agreement or the agreed outcome of the mediation.
- (o) A Member who fails to attend mediation convened in accordance with this section 12, when reasonably requested by BDSFA to do so and without reasonable excuse, will be deemed to have committed Misconduct (section 16.4) and the Executive may, in its absolute discretion, take any relevant action against the Member pursuant to section 9.2 (Charges of Misconduct).
- (p) A member of a Tribunal who acted as Mediator in respect of a Grievance which was subsequently referred to the General Purposes Tribunal pursuant to section 12(m) must not sit on a Tribunal that subsequently hears the Grievance.



13. ADMINISTRATIVE PROCEDURES OF BODIES

13.1 Electronic Documents

In order to ensure the efficiency of matters dealt with pursuant to the Regulations, all documents, statements, submissions and forms referred to in the Regulations must be sent by email to the respective addresses set out in Schedule 2: Prescribed Forms and Email Addresses. The BDSFA may from time to time request the parties to provide hard copies of documents, statements, submissions and forms. A party seeking to rely on photographic, video or similar evidence must provide such evidence in the manner or form requested by the BDSFA and at that party's own cost.

13.2 Responsibility of the BDSFA

Where a Tribunal is required to hear a matter pursuant to section 9 (General Purposes Tribunal) or section 10 (Appeals Tribunal), BDSFA:

- (a) must appoint a Tribunal Member to act as Chairperson for the hearing;
- (b) must appoint the other Tribunal members for the hearing (subject to section 5.2(d));
- (c) must set a date for the hearing;
- (d) must issue a Notice of Proceedings; and
- (e) may consult the Chairperson for the hearing in order to confirm any directions to the parties, including, but not limited to, matters pertaining to witnesses and/or evidence.

13.3 Submissions by a party

- (a) For a hearing before the General Purposes Tribunal in relation to a charge(s) of Misconduct pursuant to section 9.2, the accused (that is, the Member the subject of the charge(s)) must provide to the BDSFA a copy of any written submissions, statements, materials, documents or other evidence the accused intends to rely on in the hearing along with a completed Notice of Response (**Prescribed Form 9** – [click here](#)) by the due date specified in the Notice of Charge or such other date specified by the BDSFA.
- (b) In the case of a Grievance between Members pursuant to section 9.3 (Grievances), the Claimant or Complainant, as the case may be, must provide to the BDSFA a copy of any written submissions, statements, materials, documents or other evidence it intends to rely on in the mediation and/or hearing at the time of submitting a Grievance Form (**Prescribed Form 10** – [click here](#)). The Respondent and/or an Affected Party must provide to the BDSFA a copy of any written submissions, statements, materials, documents or other evidence it intends to rely on in the mediation and/or hearing by the due date specified by the BDSFA.
- (c) In the case of an Appeals Tribunal hearing, the appellant must provide to the BDSFA a copy of any written submissions, statements, materials, documents or other evidence it intends to rely on in the hearing, written copies of the determinations made by lower tribunals (or similar) and copies of the Association Member's, Referees Body's or Centre's constitution and disciplinary rules and regulations (if relevant) at the time of submitting a Notice of Appeal. The Respondent and/or an Affected Party must provide to the BDSFA a copy of any written submissions, statements, materials, documents or other evidence it intends to rely on in the hearing by the due date specified by the BDSFA.
- (d) All written submissions, statements, materials, documents or other evidence supplied to the BDSFA must be sent to tribunal@bdsfa.com.
- (e) Unless there are exceptional circumstances (to be determined by the Executive, in its absolute discretion), the BDSFA will not accept any written submissions, statements, materials, documents or other evidence submitted after the submission of a Notice of Response, Notice of Appeal or after any other due date specified by the BDSFA.



- (f) In the case of a Grievance between Members pursuant to section 9.3 and in the case of an Appeals Tribunal hearing pursuant to section 10, all written submissions, statements, materials, documents or other evidence supplied to the BDSFA will be provided to the other parties (including an Affected Party) involved in the matter.
- (g) In the case of a General Purposes Tribunal hearing in relation to charges of Misconduct pursuant to section 9.2, all evidence supplied to the BDSFA in relation to an accused that the Executive determines, in its absolute discretion, is relevant to the hearing, will be provided to that accused.

13.4 Affected Party

- (a) For the purposes of these Regulations, an Affected Party means:
 - i. a Member who may be affected by a determination of the Executive or a Body or by the outcome of a mediation based on the relief sought by the Member who has submitted a Notice of Appeal or Grievance Form under these Regulations but subject to section 13.4(d); and
 - ii. BDSFA, if the Executive considers, in its absolute discretion, that the determination of a Body, or the outcome of a mediation, may affect the interests of football in the State, the BDSFA, FNSW or FA or it may bring the game into Disrepute or damage the reputation or goodwill of the game.
- (b) Despite anything to the contrary in section 13.4(a), the victim of an incident giving rise to disciplinary charges or proceedings is not an Affected Party for the purposes of these Regulations.
- (c) A Member submitting a Notice of Appeal or Grievance Form must nominate in the relevant form, any other Member, which, in its opinion, may be an Affected Party.
- (d) The Executive, a Mediator and/or a Tribunal only may determine, in their absolute discretion, whether a Member is an Affected Party and must notify the Affected Party accordingly.
- (e) An Affected Party provided with notice under this section 13.4 may participate in the hearing and/or mediation as an Affected Party and may make submissions and, subject to section 13.11(h), call evidence. An Affected Party is bound by any decision of a Tribunal.
- (f) If an Affected Party provided with notice under this section 13.4 elects not to participate in a hearing and/or mediation, that Affected Party cannot subsequently initiate a Grievance or lodge an appeal under these Regulations in relation to the same subject matter.

13.5 Legal Representation

A Claimant, Complainant, Respondent, accused or Affected Party has carriage of the party's own case and is not entitled to be represented by any person and may be represented by an Australian legal practitioner (as that term is defined in s. 6 of the Legal Profession Act, 2004 (NSW)) only upon leave being first granted by the General Purposes Tribunal or the Appeals Tribunal (as the case may be) upon review of the Notice of Response or Notice of Appeal. If leave to be legally represented is granted by the Tribunal, the relevant name and contact details of the legal representatives must be set out in the Grievance Form, Notice of Appeal or Notice of Response (as the case may be) and duly notified to the BDSFA. The Tribunal may, in its absolute discretion, grant or refuse leave and may revoke any leave that it has previously granted. The decision of the Tribunal to grant leave, refuse or revoke leave, shall be final and not subject to review or appeal.



13.6 Match Official Reports and Attendance of Match Officials at Tribunals

- (a) Any Match Official Report or any other report provided by a Match Official in relation to any matter before the Tribunal, will stand as the Match Official's statement of evidence, unless the Match Official determines to also provide oral evidence at the hearing.
- (b) The ordinary position is that unless a Member provides prior notification to the BDSFA that a Match Official is required for cross-examination, it is deemed that the Match Official is not required for cross-examination and the Match Official's record of events is not challenged for factual matters.
- (c) Provided the Match Official is available by video conference or telephone, if required, their physical presence at a Tribunal in relation to any matter before the Tribunal is not mandatory for the matter to proceed, unless otherwise so directed by the Tribunal.
- (d) For the avoidance of doubt, any Match Official Report or any other report provided by a Match Official will stand as the facts of the alleged event. The onus will rest with the party challenging the facts of the event to establish to the required standard that the facts as recorded are inaccurate or otherwise misrepresent the event.

13.7 Parent/Guardian

- (a) Unless a Tribunal determines otherwise, a party or witness who is under the age of eighteen (18) years at the date of a Tribunal hearing must be accompanied at that hearing by a parent, legal guardian, Club Official or Team Official.
- (b) In the case of a Match Official, section 13.7(a) is taken to have been complied with if the Match Official is accompanied by a representative of the Match Official's Referees Body.

13.8 Non-attendance

- (a) If any Member who has been properly notified of a Tribunal hearing fails to attend a Tribunal hearing without establishing exceptional circumstances for such failure to the satisfaction of the Tribunal, in its absolute discretion:
 - i. the hearing can proceed ex parte and be determined in that Member's absence, including as to determination on the merits and/or sanction. An ex parte Determination of a Tribunal has the same force and effect as if it was made after a full hearing before that Tribunal at which the Member was present; and
 - ii. the Tribunal may impose sanctions as it sees fit in accordance with these Regulations for the Member's non-attendance or make recommendations to the Executive to issue a Notice of Charge pursuant to section 9.2 (Charges of Misconduct.).
- (b) Without limitation, for the purposes of section 13.8(a), a Member is deemed to have been properly notified of a Tribunal hearing if:
 - i. in the case of a Participant, the notification is sent to an email address recorded in the Participant's profile on the National Online Registration System; and
 - ii. in the case of a Club, the notification is sent to the email address normally used by the BDSFA to correspond with that Member



13.9 Adjourment

- (a) In the event a Member requires an adjournment of a Tribunal hearing, the Member must apply in writing to the BDSFA no later than two (2) Business Days before the scheduled date of that Tribunal hearing.
- (b) The BDSFA will refer requests for adjournment to the Tribunal and may require evidence from the Member to substantiate the basis for the request. In considering whether to grant the adjournment, the Tribunal will consider whether the Member has established exceptional circumstances warranting the adjournment, including avoiding significant costs, hardship or inconvenience to the Member.
- (c) Any decision to adjourn a hearing will be at the absolute discretion of the Tribunal.
- (d) Members acknowledge that the Tribunal meets after normal business hours and during the working week. Given the sometimes large number of parties and witnesses involved in a Tribunal hearing and the need to resolve matters in an expeditious manner, it will not always be possible to accommodate adjournment applications.

13.10 Stay of proceedings

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

13.11 General conduct of Tribunal hearings

- (a) A Tribunal will not be bound by the rules of evidence usually applicable to proceedings in courts of law. A Tribunal shall not be required to act as a court of law or to adopt and follow criminal court procedures in the manner in which it conducts its hearing or makes a determination. Subject to section 13.11 (c) and (d) of these Regulations, the Tribunal hearings shall be conducted in accordance with the procedures set out in these Regulations generally.
- (b) A Tribunal may have regard to, but will not be bound by, its previous Determinations. The General Purposes Tribunal will be bound by Determinations of the Appeals Tribunal.
- (c) All hearings must be conducted in accordance with the principles of natural justice.
- (d) A Tribunal may conduct the hearing in any manner it sees fit provided that:
 - i. the questioning of all parties is to be through the Chairperson of the hearing, unless that Chairperson determines otherwise;
 - ii. unless section 13.8 (Non-attendance) applies, an accused must be present (in person or via telephone/video) while a Tribunal receives **any** oral evidence against that accused;
 - iii. all parties are given a reasonable opportunity to be heard; and
 - iv. the hearing is conducted with as little formality and technicality and with as much expedition as proper consideration of the matters before it permits.
- (e) A Tribunal is empowered to:
 - i. take evidence, subject to section 13.11(k). The admissibility and weight to be given to any evidence in a hearing will be at the absolute discretion of a Tribunal but Members acknowledge that less weight may be given to the evidence of a witness or party who is not available for cross-examination by a Tribunal;
 - ii. require the attendance of any Member to give evidence;
 - iii. permit any witness to give evidence via telephone or video over internet (for example, via "Microsoft Teams");
 - iv. require the production of any document, information or other evidence, in whatever form, held by any Member; and



- v. inform itself on any matter or thing in order to properly carry out its function in accordance with these Regulations.
- (f) If a Tribunal is not satisfied to the required standard of proof that a charge(s) before it has been proved, but is satisfied that a different charge(s) has been proved, then provided the Member has been given an opportunity to address the Tribunal in relation to the different charge(s), the Tribunal must find the Member guilty of the different charge(s) and apply the appropriate sanction. A Tribunal may, in its absolute discretion, grant a Member an adjournment for the purposes of answering the different charge(s). In accordance with section 13.16, the applicable standard of proof to be applied is the civil standard of proof, namely, on a balance of probabilities, not the criminal standard of proof, namely, beyond a reasonable doubt.
- (g) Prior to a hearing, the BDSFA must provide to a Tribunal a copy of a Member's Disciplinary History. A Tribunal must take into account the Member's Disciplinary History in determining any appropriate sanction. The General Purposes Tribunal must not refer to the Member's Disciplinary History until after it has made a determination in respect of guilt. To the extent it is possible to do so in the circumstances, the Appeals Tribunal should not refer to the Member's Disciplinary History until after it has made a determination in respect of guilt.
- (h) If a Tribunal finds that the charge(s) has been proved against a Member, then prior to imposing any penalty or sanction, it must invite the Member to make submissions to the Tribunal on the question of what penalty or sanction, if any, ought to be imposed.
- (i) If a Tribunal intends to adjourn to consider whether the charge(s) has been proved against a Member, then prior to adjourning, it must invite the Member to make submissions to the Tribunal on the question of what penalty or sanction, if any, ought to be imposed.
- (j) For the avoidance of doubt, BDSFA or its representatives may ask question of the accused, make submissions in relation to any evidence and make submissions on the question of what penalty or sanction, if any, ought to be imposed.
- (k) Unless there are exceptional circumstances (to be determined by the Appeals Tribunal, in its absolute discretion), in determining any appeal under section 10.3(d) or (e) or section 10.5 (Appeal from a GPT in relation to a Grievance), the Appeals Tribunal must not consider evidence which was not before the body whose decision is being appealed.
- (l) A Tribunal may, in the case where a Member has been found guilty of multiple Offences, impose entirely cumulative or partly or wholly concurrent Suspensions. However, the overall Suspension must not be less than the Minimum Suspension applicable to the most serious Offence but may be greater than the Maximum Suspension applicable to that Offence.
- (m) At the time of issuing a Notice of Charge to a Member, the BDSFA may propose penalties in respect of the charges contained therein. The proposed penalties are determined based on, among other things, the utilitarian value of a guilty plea (that is, avoiding the time and expense of a contested hearing) and sparing witnesses and victims from the experience of a contested hearing. For the avoidance of doubt, where a matter proceeds to a hearing before a Tribunal:
 - i. the BDSFA is entitled to seek penalties greater than those proposed in the Notice of Charge (if any); and
 - ii. the Tribunal is entitled to impose penalties greater than those proposed by the BDSFA:
 - A. in the Notice of Charge (if any); and/or
 - B. during the course of the hearing.
- (n) All hearings will be recorded electronically and, if requested, a transcript of the recording will be provided to an appellant at the appellant's cost. For the avoidance of doubt, electronic recordings of hearings will not be released by the BDSFA.
- (o) To the extent that a matter relating to the procedures of a Tribunal is not provided for by these Regulations, the chairperson for the hearing may issue appropriate directions for the conduct of any matter or hearing.



13.12 Suspension of Implementation of Sanctions

- (a) In respect of a Time Suspension of less than six (6) months or a Fixture Suspension of less than 6 Fixtures only, the Executive or Tribunal may order that part of the Suspension:
 - i. comes into immediate effect; and
 - ii. the other part does not come into effect unless and until an additional Offence (excluding an indirect red card) is committed during a specified probationary period (i.e. the sanction is suspended). The Offences (excluding an indirect red card) bringing this suspended portion of the Suspension into effect should be outlined by the Executive or Tribunal in accordance with section 13.12(c)i.
- (b) If the Executive or Tribunal imposes a Suspension where part is suspended, the part of the Suspension that comes into immediate effect must be at least one half of the total Suspension to be imposed.
- (c) If, in accordance with section 13.12(a), a Suspension partly takes immediate effect and is partly suspended for a probationary period, the Suspension must specify:
 - i. the types of Offences (excluding indirect red cards) which, if committed, activate the suspended part of the Suspension; and
 - ii. the length of the probationary period which must be a period of between six (6) months and 24 months.
- (d) Where the Executive or Tribunal imposes a Suspension where part is suspended, if the Participant within the specified probationary period commits an Offence (excluding an indirect red card) that triggers the suspended part, that suspended part is then to be served in addition to any sanction that is imposed for the new Offence.
- (e) Where the Executive or Tribunal imposes any Time Suspension or Fixture Suspension, the Suspension must:
 - i. impose a continuous suspension; and
 - ii. not be structured in more than one (1) part or in any way that allows the Participant to serve the Suspension in a fragmented way by participating in a certain Match(es) or Fixture(s) and then resuming the Suspension.
- (f) For the avoidance of doubt, neither the Executive nor a Tribunal has the power to suspend in part a Suspension such that the Participant would ultimately serve less than the applicable Minimum Suspension.

13.13 Repeat Offences

- (a) Recidivism is an aggravating circumstance and, subject to section 13.13(b), the Executive or Tribunal may increase a sanction as it sees fit in the case of a repeat offender.
- (b) Where a Member has been found guilty of an Offence and then commits the same Offence on a second or subsequent occasion within two (2) years of the expiration of the Suspension issued in respect of the previous Offence, the second or subsequent Offence will be considered a Second or subsequent Offence for the purposes of sanctioning under Schedule 3: Table of Offences and the Executive or Tribunal **must** impose no less than the applicable Minimum Suspension and should only impose more than the applicable Minimum Suspension if appropriate in all of the circumstances.
- (c) In the case of Red Card Offences, section 13.13(b) will apply only where the second or subsequent Offence is the same Send Off Code as the previous Red Card Offence but will apply irrespective of the grading.



13.14 Disclosure of Tribunal members

In the interests of ensuring independence, the BDSFA will not disclose the identity of Tribunal members prior to a hearing to any party, any party's legal representatives or to any witness.

13.15 Challenge of jurisdiction of a Tribunal or of a Tribunal member

- (a) A Member may challenge a Tribunal's jurisdiction to deal with a matter but it must do so in its Notice of Response, Notice of Appeal or its written submissions in response to a Notice of Appeal. A failure to do so will be deemed to be acceptance by that Member that the Tribunal does have the necessary jurisdiction. A Tribunal has the power to rule on any challenge to its jurisdiction. In general, a Tribunal should determine any such challenge as a preliminary question. However, a Tribunal may proceed with the hearing and rule on such an objection in its Preliminary Determination or Final Determination, as the case may be.
- (b) A Member may object to a Tribunal member's right to hear a matter on the basis of perceived bias. Such an objection must be raised in oral submissions as a preliminary question at the hearing. The Tribunal has the power to rule on this objection and, if the objection is overruled, the Tribunal must provide reasons in its Preliminary Determination or Final Determination, as the case may be.

13.16 Standard of proof

Unless the circumstances of a matter require otherwise, a Body must make a Determination on the balance of probabilities.

13.17 Costs generally

- (a) As a general rule, but subject to section 13.17(b), the parties must bear their own costs in relation to a Tribunal matter or hearing.
- (b) A Tribunal will generally require a Member subject to disciplinary action to pay BDSFA's costs of conducting the hearing, including, but not limited to, the BDSFA's legal costs, costs for Match Officials for attendance at the hearing and the cost of providing security services at the hearing. These costs may be higher than the applicable Application Fee and will be invoiced separately.
- (c) In relation to any matter or hearing, the Tribunal may award the costs it considers appropriate on:
 - i. the application of a party to the proceedings;
 - ii. the application of a witness to the proceedings;
 - iii. the application of the BDSFA; or
 - iv. its own initiative.
- (d) In deciding whether to award costs, and the amount of those costs, the Tribunal may have regard to the following:
 - i. the outcome of the matter or hearing;
 - ii. the conduct of the parties to the proceedings before and during the hearing;
 - iii. the nature and complexity of the matter or hearing;
 - iv. any Application Fee paid by a party;
 - v. any legal costs incurred by a party (including an Affected Party), a witness, a Tribunal or the BDSFA;
 - vi. any out of pocket expenses (including any travel or accommodation expenses) incurred by a party (including an Affected Party), a witness, a Tribunal or the BDSFA in attending or conducting the matter or hearing;



- vii. any costs incurred by whomever in repairing or replacing any physical property damaged or destroyed in the incident(s) giving rise to the matter or hearing;
 - viii. the relative strengths of the claims made by each of the parties to the matter or hearing;
 - ix. any contravention of the FA Rules and Regulations, FNSW Rules and Regulations or BDSFA Rules and Regulations by a party to the proceedings; and
 - x. anything else the Tribunal considers relevant.
- (e) For the avoidance of doubt, the award of costs, if any, will generally be limited to legal costs and out of pocket expenses as set out in section 13.17(d). A Tribunal does not have the jurisdiction to award costs in relation to medical expenses or other costs incurred by a party or witness.
- (f) A party to proceedings is not entitled to costs or to the reimbursement of any Application Fee paid only because the Tribunal made an order(s) in that party's favour.
- (g) For the avoidance of doubt, a Tribunal may award costs even in circumstances where a matter does not proceed to a hearing, for example, where a party withdraws its appeal prior to the hearing.
- (h) The power of the Tribunal to award costs under these Regulations is in addition to the Tribunal's power to award costs under any other provision of the FNSW Rules and Regulations and the BDSFA Rules and Regulations.

13.18 Contempt against a Tribunal

- (a) A person appearing before a Tribunal or subject to a direction of a Tribunal must not:
- i. insult a member of a Tribunal;
 - ii. repeatedly interrupt the proceedings of a Tribunal;
 - iii. create a disturbance or take part in creating or continuing a disturbance in or near a place where a Tribunal is sitting;
 - iv. fail to comply with an order or direction of a Tribunal;
 - v. deliberately mislead a Tribunal; or
 - vi. do any other act or thing that would, if a Tribunal were a court of record, constitute contempt of such a court.
- vii. If the Tribunal determines that any behaviour or conduct specified in any subparagraph of this section 13.18 (a) has been committed by a person, then that person may be held by the Tribunal to be in contempt of the Tribunal and the Tribunal may determine that a suitable sanction be imposed on that person and/or may otherwise exclude the person from any further attendance of the hearing
- (b) A person must not submit to BDSFA or to a Tribunal a Grievance, complaint, written statement, evidence of any kind or written submissions that the person knows or suspects to be untrue or that is intended to deliberately mislead BDSFA or a Tribunal.
- (c) A Member must comply with a Determination of a Tribunal.
- (d) Parties, their representatives and all witnesses must not use or disclose to any third party any confidential information obtained during the course of any investigations or proceedings.
- (e) If a Tribunal considers that a Member has breached this section 13.18 then it may impose sanctions as it sees fit in accordance with these Regulations or make recommendations to the Executive to issue a Notice of Charge pursuant to section 9.2 (Charges of Misconduct.).
- (f) If the Executive determines that a Member has breached this section 13.18, then it may, in its absolute discretion, investigate the matter and take any relevant action pursuant to section 9.2 (Charges of Misconduct).



13.19 Tribunal may hear proceedings regardless of related criminal or disciplinary action

The Executive or a Body may issue Suspensions or make a Determination whether or not a Member:

- (a) has been charged with, convicted of or sentenced for an offence arising out of the contravention;
- (b) is the subject of pending disciplinary proceedings relating to the contravention; or
- (c) may be, or has been, subject to disciplinary action in relation to the contravention.

13.20 Immunity

Members involved in any way in any proceedings brought under these Regulations, their respective witnesses and any other witnesses, agree not to institute or maintain any proceedings, or bring any claim against the BDSFA, a Mediator a Body or member of a Body, in respect of any act or omission during the course of a matter or hearing or arising out of any charge, Determination or findings made.

13.21 Correction of a Determination

Within five (5) Business Days of the issuance of a Preliminary Determination or a Final Determination, as the case may be, either party (including an Affected Party) to a hearing may submit to the BDSFA a request to correct in that Determination any errors in computation, any clerical or typographical errors or any other error of a similar nature. If the Tribunal considers the request to be justified, it will make the correction and reissue the Determination to the parties.

13.22 Publication and Confidentiality

- (a) After the expiry of any relevant appeal period and subject to any term of a Determination imposing confidentiality or any other legal requirements, any Determination may be published by the BDSFA or by a third party (with BDSFA's written consent).
- (b) All evidence and information provided in proceedings of a Tribunal must be treated in the strictest confidence. Parties, their representatives and all witnesses must not use or disclose to any third party any confidential information obtained during the course of any investigations or proceedings.
- (c) A breach of section 13.22(b) is deemed to be contempt against a Tribunal and the offender may be sanctioned pursuant to section 13.17(h) (Contempt against a Tribunal).

13.23 Legal advice

A Tribunal may, in its absolute discretion, obtain legal advice during any proceedings and may adjourn proceedings for that purpose.

13.24 BDSFA Staff

BDSFA staff will not be required to provide evidence at a hearing (whether oral or written) unless the BDSFA is an Affected Party to a hearing or a Tribunal determines otherwise.

13.25 Fines and Awards

- (a) Any award or fine imposed under these Regulations must be paid within thirty (30) days after the date on which the Determination is issued unless otherwise specified in the Determination.
- (b) Notwithstanding section 13.25(a), a Member that wants to appeal any matter to the Appeals Tribunal must pay any award or fine payable as a consequence of the decision the subject of appeal prior to the due date for lodgement of the appeal as set out in these Regulations, unless there are exceptional circumstances, to be determined by the Executive, in its absolute discretion.



- (c) Notwithstanding section 13.25(a), a Member cannot take part in any match until any fine imposed under these Regulations is paid in full. This means that if a Suspension is combined with a fine, the Suspension is prolonged until the fine is paid in full.
- (d) A fine cannot be issued against an Amateur.
- (e) A Club is jointly and severally liable for any fine imposed under these Regulations on one of its Participants (even if that Participant subsequently leaves that Club).

13.26 BDSFA Representative

The Executive reserves the right to appoint a representative to any Tribunal hearing. The representative may argue the case on behalf of the BDSFA and may be a BDSFA staff member or a legal representative if the party has been granted leave by a Tribunal to be legally represented.

13.27 Documents submitted to the BDSFA

If a party to any proceedings governed by these Regulations submits documents to the BDSFA and those documents exceed fifty (50) pages in total, the party must deliver to the offices of the BDSFA four (4) hard copies of those documents by the applicable due date prescribed by these Regulations or by the date otherwise specified by the BDSFA.

14. SUSPENSION ORDERS

14.1 Interim Suspension Orders

- (a) Where a Member is the subject of a Match Official Report or is being investigated by the Board or the Executive in relation to an alleged act of Misconduct pursuant to section 9.2 (Charges of Misconduct), the Board or the Executive may order that the Member be suspended, pending determination of the matter, from all or any specific Football Related Activity for such period and on such terms and conditions as the Board or the Executive determines, in its absolute discretion (an **Interim Suspension Order**).
- (b) Where a Club is being investigated by the Board or the Executive in relation to an alleged act of Misconduct or Disrepute pursuant to section 9.2 (Charges of Misconduct), the Board or Executive may impose on that Club, pending determination of the matter, any interim direction for such period and on such terms and conditions as the Board or the Executive determines, in its absolute discretion (an **Interim Direction Order**).
- (c) The period of an Interim Suspension Order or an Interim Direction Order will not be capable of lasting beyond the date upon which any investigation referred to in section 14.1(a) or in section 14.1(b), or any subsequent disciplinary proceedings, are concluded.

14.2 Suspension for criminal charges and offences

The Executive will have the power to order that a Participant be suspended from all or any specific Football Related Activity for such period and on such terms and conditions as it considers fit where the Member has been charged with a criminal offence or had a criminal offence proven against them and the Executive determines, in its absolute discretion, that there is a risk of harm to another Member(s).

14.3 Suspension for investigation by government authority or other organisation

The Executive will have the power to order that a Member be suspended from all or any specific Football Related Activity for such a period and on such terms and conditions as it considers fit where a Member is the subject of an investigation by a government authority, other organisation or an external investigator (as appointed by the BDSFA, Football NSW or a government authority or other organisation)



15. SERVING OF SUSPENSIONS

15.1 Application of Suspensions and Determinations

- (a) Upon the issuance of a Suspension or Determination by the BDSFA or a Body, the Executive has the obligation to ensure that the Suspension or Determination is applied correctly in accordance with this section 15 and with any other directive imposed by the Executive from time to time. Such decision will be final and not subject to challenge or appeal.
- (b) In the case of a Regulation being interpreted in two or more different ways, or in the case of any other ambiguity in the application of these Regulations to the serving of Suspensions, the BDSFA reserves the right to determine how Suspensions will be served. Any such Determination is final and not subject to challenge or appeal.

15.2 Suspensions to be served immediately

- (a) Subject to this section 15, any Suspension must be served immediately. In serving a Suspension, a Participant and the BDSFA must take into consideration any Fixtures or time already served while awaiting the issuance of the Notice of Suspension or Determination.
- (b) Club Officials or Team Officials Expelled from the Technical Area during a Match are eligible to play as a Player in a Match scheduled in the same round unless otherwise determined by the BDSFA or a Body.
- (c) A Player issued with a Red Card or Expelled from the Field of Play or Technical Area during a Match is eligible to be a Club Official or Team Official in the Technical Area in a Match scheduled in the same Round, unless otherwise determined by BDSFA or a Body

15.3 Club Responsibility on Suspensions and Match sheets

- (a) Clubs and Club Officials are responsible for ensuring their Participants correctly and fully serve any Suspension.
- (b) Clubs and Club Officials must list on the match sheet any of their Participants serving a Suspension at the time the match sheet is completed. Failure to do so will result in a fine of \$200 per Participant per Match and any further sanction imposed pursuant to section 15.3(c).
- (c) A Club and/or Club Official in breach of this section 15.3 will be deemed to have committed Misconduct (section 16.4) and the Executive may, in its absolute discretion, take any relevant action pursuant to section 9.2 (Charges of Misconduct).

15.4 Types of Suspensions

- (a) The Executive or a Body may issue a Suspension either in terms of the number of Fixtures for which a Participant will be suspended (**Fixture Suspension**) or the period of time for which a Participant will be suspended (**Time Suspension**).
- (b) A Member does not need to be registered to serve a Time Suspension. Subject to section 15.4(c), or unless BDSFA has determined otherwise in its absolute discretion, a Member must be registered to serve a Fixture Suspension.
- (c) A Participant subject to a Fixture Suspension as a Spectator only does not need to be registered to serve a Fixture Suspension.
- (d) Where an offence only lists a Fixture Suspension the BDSFA, in its absolute discretion, may convert a Fixture Suspension to a Time Suspension in the following manor: 1 Fixture = 1 Week, 4 Fixtures = 1 Month eg 10 Fixtures = 2 Months + 2 Weeks. These time periods are defined in 15.5 (c).



15.5 Time Suspensions

- (a) Subject to section 15.5(d), a Time Suspension affects a Participant's participation in both eleven-a-side football and futsal, irrespective of whether the infringement was committed in an eleven-a-side football Match or in a futsal Match.
- (b) Upon issuing a Time Suspension, the Executive or a Body must provide a start date for the Suspension:
- i. Unless the BDSFA determines, in its absolute discretion, there are extenuating circumstances the start date for a Time Suspensions shall be:
 - A. Participant **has been** subject to an Interim Suspension Order that commenced following the committing of the offence subject to a Time Suspension - the date of the offence or Interim Suspension Order.
 - B. Participant **has not been** subject to an Interim Suspension Order that commenced following the committing of the offence subject to a Time Suspension - the date of the Determination for that offence.
- (c) Time Suspensions will be issued as periods of months and/or years as defined below:
- i. If the period of one month is indicated beginning on any date other than the first day of any of the 12 months of the calendar, it shall be reckoned from 12:01am the date on which it is to begin to 11:59pm the date in the next month numerically corresponding, less one, or, if there is no corresponding date, to the last day of that month.

For example: a month beginning on 15 January ends on 14 February and a month beginning on 30 or 31 January ends on 28 February (or 29 February in a leap year).
 - ii. If the period indicated is of 2, 3 or more months, it shall be reckoned from 12:01am the date on which it is to begin to 11:59pm the date numerically corresponding, less one, in the second, third, or other successive month thereafter or, if there is no such corresponding date, to the last day of the latter month.

For example: a period of 6 months beginning on 15 August ends on 14 February and a period of 6 months beginning on 30 or 31 August ends on 28 February (or 29 February in a leap year).
 - iii. Year means any period of 12 consecutive Months as defined in 15.5 (c) i.
- (d) Unless the Executive or a Body determines otherwise, but subject always to section 15.5(a), a Participant issued with a Time Suspension is ineligible to participate in **ALL** Football Related Activities for the duration of the Suspension.
- (e) Football Related Activities include, but are not limited to:
- i. taking to the Field of Play (or court) as a Player or Match Official in any match or competition sanctioned or administered by Football NSW, BDSFA, Clubs, Summer Football Competition Administrators, Association Members, Branches, Regional Associations or their clubs;
 - ii. taking a position or acting as a coach, Team Official or Club Official in any match or competition sanctioned or administered by Football NSW, BDSFA, Clubs, Summer Football Competition Administrators, Association Members, Branches, Regional Associations or their clubs (in the case of a coach, this includes providing or attempting to provide coaching instructions or engaging or attempting to engage a third party to relay coaching instructions);



- iii. entering the Field of Play (or court), its surrounds, the Technical Area, players' race, dressing rooms or any other place within a venue on a match day where players, coaches or Officials are likely to assemble to prepare for a match;
 - iv. taking part as a player, coach, Team Official or Club Official in any training session conducted by or for a team or club participating in any matches or competitions sanctioned or administered by Football NSW, BDSFA, Clubs, Summer Football Competition Administrators, Association Members, Branches, Regional Associations or their clubs;
 - v. acting in any way as a Team Official, Club Official or Association Member Official, including, but not limited to, participating in or carrying on any function as a member of a committee, sub-committee or board of directors (whether paid, voluntary or honorary) at any level (to the extent such a restraint is permissible by law);
 - vi. having any contact with the Broadcast Partner or any other media where the purpose of such contact is for it to be electronically broadcast to the public, including (but not limited to) participating in any post-match press conference and participating in television or radio interviews;
 - vii. attending any function or event coordinated, conducted or sanctioned by BDSFA; and/or
 - viii. entering a stadium, venue or ground during any match, competition or training session sanctioned or administered by the BDSFA or Clubs, Summer Football Competition Administrators, Association Members, Branches, Regional Associations or their clubs.
- (f) Where a Participant the subject of a Time Suspension incurred in the competition of an Association joins a Club participating in the competition of another Association, or joins a Club participating in a Competition, that Participant must serve the balance of that suspension with the new Club and must not do anything contrary to that suspension until that suspension has been served in full.

15.6 Fixture Suspensions

- (a) A Fixture Suspension imposed on a Participant participating in:
- i. eleven-a-side football, only affects that Participant's participation in eleven-a-side football;
 - ii. nine-a-side football, only affects that Participant's participation in nine-a-side football;
 - iii. summer football, only affects that Participant's participation in summer football; or
 - iv. futsal, only affects that Participant's participation in futsal.
- (aa) Notwithstanding anything to the contrary in this section 15.6, a Participant subject to a Suspension for the accumulation of Yellow Cards in accordance with sections 17.2 and 17.5 above:
- i. must serve that Suspension exclusively in the Competition (and age-grade) in which the Yellow Card giving rise to the relevant Mandatory Match Suspension was received; and
 - ii. is eligible to play in any other competition (except the BDSFA Competitions and the Phoenix League if the Yellow Card giving rise to the relevant Mandatory Match Suspension was received in either of those Competitions), event or tournament while serving that Suspension.

Examples:

Phoenix League

1. *During the Season a Player usually plays in her club's U16s team in a Phoenix League Competition and occasionally plays up in her club's U20s team. The player receives four Yellow Cards while playing in her club's U16s team but receives her fifth Yellow Card of the Premiership while playing in her club's U20s team. In accordance with*



*section 17.2, the Player is subject to a Mandatory Match Suspension of one Fixture and must serve that Suspension in the U20s. Until she has served that Suspension, she is **not** eligible to play in any of her club's Fixtures in a Phoenix League Competition (assuming she is otherwise eligible to do so), but she is eligible to play in the State Cup.*

2. *A Player plays in his club's 1st grade team in a BDSFA Men's Competition. The Player receives five Yellow Cards while playing in his club's 1st grade team over the course of the Premiership. In accordance with section 17.2, the player is subject to a Mandatory Match Suspension of one Fixture and must serve that Suspension in 1st grade. Until he has served that Suspension, he is not eligible to play in any of his club's Fixtures in a BDSFA Men's Competition or in a BDSFA Boys' Youth Competition (assuming he is otherwise eligible to do so), but he is eligible to play in the State Cup.*
- (b) A Participant subject to a Fixture Suspension resulting from or related to any Premiership, Championship, State Cup or FA Cup Fixture must serve that Suspension in the next Premiership, Championship, State Cup or FA Cup Fixture(s) in which that Participant's Team or Club plays in, whichever occurs first, until that Suspension is served in full. A Participant **cannot** serve such a Suspension in a Trial Match, Tournament, a Pre-Season Competition, any BDSFA Representative Match, any competition, event or tournament conducted by another Member Federation or any other match/fixture.
- (c) A Participant subject to a Fixture Suspension resulting from or related to any BDSFA Representative Match (for example, BDSFA State Titles) must serve that Suspension in the next consecutive Fixture(s) (be that a BDSFA Representative Match, Premiership, Championship, Cup or FA Cup Match/Fixture) in which that Participant's Team or Club plays, whichever occurs first, until the Suspension is served in full. A Participant **cannot** serve such a Suspension in a Trial Match, Tournament or a Pre-Season Competition.
- (d) A Participant subject to a Fixture Suspension resulting from or related to any Trial Match, a Pre-Season Competition or any Tournament must serve that Suspension in the next consecutive Trial Match, Pre-Season Competition, Tournament, Premiership, Championship, Cup or Australia Cup Match/Fixture in which the Participant's Team or Club plays, whichever occurs first, until the Suspension is served in full.
- (e) The following applies to Participants participating in a Cup or Tournament (including the Australia Cup) as part of a grassroots team. Notwithstanding anything to the contrary in this section 15.6 but subject to any local rules to the contrary:
 - i. a Participant subject to a Fixture Suspension resulting from or related to any Cup or Tournament (including the FA Cup) must serve that Suspension in the next consecutive grassroots, Cup or Tournament (including the FA Cup) match/fixture in which the Participant's team plays, whichever occurs first, until the Suspension is served in full; and
 - ii. a Participant subject to a suspension resulting from or related to any grassroots match must serve that suspension in the next consecutive grassroots, Cup or Tournament (including the FA Cup) match/fixture in which the Participant's team plays, whichever occurs first, until the suspension is served in full.
- (f) A Participant must serve a Fixture Suspension in the same age-grade and Competition in which they received that Suspension and will not be eligible to participate in **any** Match/Fixture of any Competition until that Suspension is served in full. If a Fixture Suspension extends over one (1) or more Seasons, that Suspension must be served in the age-grade in which the Participant would normally participate in the following Season(s). For the avoidance of doubt, a Club's FA Cup match is deemed to constitute a 1st grade Fixture for the purposes of these Regulations.

Example:

*During the Season a player usually plays in his club's U20s team in the BDSFA Premier League and occasionally plays up in his club's 1st grade team in that competition. The player receives a Fixture Suspension as a result of a Red Card Offence committed while playing in his club's U20s team in the BDSFA Premier League. The player must serve that suspension in the U20s. Until he has served that suspension in the U20s, he is **not** eligible to play in any of his club's Fixtures in the BDSFA*



Premier League and nor is he eligible to play or serve that suspension in any of his club's State Cup matches.

- (g) While subject to a Fixture Suspension, a Participant may only participate in a Trial Match, Tournament or a Pre-Season Competition if the Participant's Club has obtained written approval from the BDSFA to do so. That approval is to be at the BDSFA's absolute discretion. To the extent any Determination by a Body permits, or seeks to permit, a Participant to participate in a Trial Match, Tournament or a Pre-Season Competition, that part of the Determination will not apply.
- (h) Unless the BDSFA or a Body determines otherwise in its absolute discretion, a Fixture Suspension applies to the Participant in the capacity in which the Participant was acting when they committed the Offence giving rise to the Suspension.
- (i) While serving a Fixture Suspension, a Participant must not, on the day of a Fixture, act in any manner or role for which they have been suspended.
- (j) For the purposes of section 15.6(i), unless the BDSFA or a Body determines otherwise in its absolute discretion, a Participant subject to a Fixture Suspension whether acting as a Player or Official **must not**:
 - i. enter the Field of Play, its surrounds, the Technical Area, Players race or dressing rooms;
 - ii. enter any other place within a stadium, venue or ground where players and/or officials are likely to assemble;
 - iii. be seated in an area in a stadium, venue or ground normally reserved for Players and/or officials;
 - iv. have any contact with a Match Official;
 - v. have any contact with the Broadcast Partner or any other media where the purpose of such contact is for it to be electronically broadcast to the public, including (but not limited to) participating in any post-match press conference and participating in television or radio interviews;
 - vi. participate in any BDSFA awards presentation or ceremony;
 - vii. attend any function or event coordinated, conducted or sanctioned by the BDSFA; and
 - viii. in the case of a coach, must also not:
 - A. provide or attempt to provide coaching instructions, prior to the Match, during the Match, at half-time and/or after the Match; or
 - B. engage or attempt to engage a third party to relay coaching instructions, prior to the Match, during the Match, at half-time and/or after the Match.
- (k) For the purposes of section 15.6(i), a Participant subject to a Fixture Suspension as a Spectator must not enter a stadium, venue or ground during a Fixture until that Suspension is served in full. Unless a Body determines otherwise, a Fixture Suspension imposed on a Participant as a Spectator will be served in accordance with this section 15.6.
- (l) Where a Participant the subject of a Fixture Suspension is unable to register with a Club participating in a Competition such that they would be otherwise able to serve the Fixture Suspension in accordance with these Regulations, that Participant may register with a club in another competition and the BDSFA may, in its absolute discretion, allow that Participant to serve the Fixture Suspension in that other competition.
- (m) Where a Fixture Suspension extends over one (1) or more Seasons and the Participant does not return to participate in a Competition in the following Season(s), that Participant must serve that Suspension in whichever competition they subsequently participate in, if any. If the BDSFA determines, in its absolute discretion, that the Participant joined that competition for the purpose (in whole or in part) of enabling the Participant to serve that Suspension in that other competition, any suspension served in that other competition may not be permitted to count towards the serving of the Suspension.



- (n) Where a Participant the subject of a Fixture Suspension incurred in grassroots football joins a Competition, they must serve the balance of that suspension in that Competition and in accordance with this section 15.6.
- (o) Where a Participant the subject of a Fixture Suspension incurred with one Club participating in a Competition transfers or moves to a new Club participating in a Competition, that Participant will be required to serve the remainder of that suspension with the new Club and in the same age-grade unless otherwise approved by the BDSFA in its absolute discretion.
- (p) Where a Participant the subject of a Fixture Suspension incurred in the competition of one Association joins a Club participating in the competition of another Association (the second Association), that Participant must serve the balance of that suspension with the new Club until the suspension has been served in full with the new Club in matches forming part of a competition of the second Association.
- (q) The BDSFA in its sole and absolute discretion can determine an appropriate Suspension in the particular circumstances where it relates to a variation of any of the subparagraphs of section 15.6

15.7 Non-selection of BDSFA representative teams

If a Participant has been selected to represent the BDSFA or a region in a representative competition, event or tournament and is then subsequently the subject of a Suspension, the BDSFA may decide, in its absolute discretion, to suspend the Participant from representing the BDSFA or the region at that representative competition, event or tournament. For the avoidance of doubt, a suspension imposed under this section 15.7 will not count towards the serving of the Suspension. Any decision made by the BDSFA under this section 15.7 is final and not subject to any appeal.

15.8 Effect of Abandoned Matches / Forfeitures / Cancelled Matches

- (a) Only those Matches actually played count towards the serving of any Fixture Suspension.
- (b) Subject to section 15.8(a), if a Match is abandoned, cancelled or forfeited pursuant to the BDSFA Rules and Regulations, a Suspension is only considered to be served if the Participant's Team is not responsible for the events that led to the abandonment, cancellation or forfeiture of the Match.
- (a) The BDSFA may decide, in its absolute discretion, whether a Suspension or part thereof may be served in an abandoned, cancelled or forfeited Match and any such decision is final and not subject to any appeal.
- (b) A Yellow Card issued during an abandoned Match will be annulled if that Match is replayed and upheld if that Match is not replayed.
- (c) Any Red Card issued during an abandoned Match will be upheld, regardless of whether the Match is replayed or not.

15.9 Recognition of Suspensions

- (a) Any sanction imposed on a Member (or on a person or entity seeking to become a Member) by FA, AFC, FIFA or any other confederation, national association, Member Federation, Club, Centre, Referees Body, Association Member, affiliated association or their clubs, may be endorsed and applied by the BDSFA, in its absolute discretion. Any decision made by the BDSFA subject to section 15.9(a) is final and not subject to appeal or challenge by a Member or any other affected party, as the case may be.



- (b) The BDSFA reserves the right to notify any sanction imposed pursuant to these Regulations to FNSW, FA, AFC, FIFA or any other confederation, national association, Member Federation, Club, Centre, Referees Body, Association Member, affiliated association or their clubs.



16. CONDUCT

16.1 Financial Default and Payment of Interest

- (a) In the event that a Member (except a Participant) fails to make payment of any amount payable to BDSFA by the due date (Financial Default) then that Member will be liable to pay interest on the amount outstanding from the date of such Financial Default until the date of actual payment at the existing Reserve Bank interest rate for each month or part of a month during which any such payment remains outstanding.

16.2 Non-Financial Conduct

- (a) Where any Member is in Financial Default, in addition to section 16.1, the following sanctions will apply unless the Executive (or the Board where the context provides otherwise), in its absolute discretion, determines otherwise.

Member

- (b) A Member in Financial Default, if more than sixty (60) days from the date the payment is due and payable, will have:
- i. the voting rights of its Members suspended under the BDSFA Constitution until the Financial Default is rectified (if applicable); and
 - ii. such other sanctions or penalties imposed on it as the Board may determine in its absolute discretion.

Club

- (c) A Club in Financial Default:
- i. if more than thirty (30) days from the date the payment is due and payable:
 - A. during the playing season, will not be entitled to any points from any Premiership Match in which it participates in until the Financial Default is rectified; or
 - B. during any Competition, Premiership, Championship, Final Series or a Cup, will forfeit any Match it participates in until the Financial Default is rectified.
 - ii. if more than sixty (60) days from the date the payment is due and payable:
 - A. during the playing season, the Board, pursuant to these Regulations, may suspend or expel the Club from participating in any current or future Competition until the Financial Default is rectified; or
 - B. during the off-season, will not be entitled to participate in any Trial Matches or in any future Competition until the Financial Default is rectified; and
 - C. have such other sanctions or penalties imposed on it as the Board may determine in its absolute discretion.

Referees Body and Summer Football Competition Administrator

- (d) A Centre, Referees Body or Summer Football Competition Administrator in Financial Default will, if more than 60 days from the date the payment is due and payable, have its affiliation with the BDSFA suspended until the Financial Default is rectified.
- (e) Any decision made by the Executive or the Board, as the case may be, pursuant to this section 16.2 is final and not subject to appeal.



16.3 Non-Financial Conduct - Participants

- (a) In the event that a Participant fails to make payment in full of any amount payable to BDSFA, an Association Member, a Club, or the Referees Branch (**the other party**) by the due date, the BDSFA may declare that Participant as “un-financial” and may suspend that Participant from any or all Football Related Activity until the amount payable is paid in full to the other party.
- (b) In order for the BDSFA to declare that Participant registered with a Club, or related entity, participating in community football (i.e. a Club participating in a competition sanctioned by an Association Member, a Branch or a Regional Association) as “unfinancial”, the other party must submit to Football NSW an **Unfinancial Player Request Form (Community)** ([click here](#)) and comply with the instructions and timeline prescribed in the **Unfinancial Participants Policy** ([click here](#)).
- (c) In order for Football NSW to declare a Participant registered with a Club, or related entity participating in a Competition, as “unfinancial”, the other party must submit to Football NSW an **Unfinancial Player Request Form (Competitions)** ([click here](#)).
- (d) Any decision made by Football NSW, pursuant to this section 16.3 is final and not subject to appeal.

16.4 Misconduct

Misconduct means any act or omission by a Member which:

- (a) constitutes a breach of the FIFA Statutes and Regulations;
- (b) constitutes a breach of the FA Rules and Regulations;
- (c) constitutes a breach of the FNSW Rules and Regulations;
- (d) constitutes a breach of the Laws of the Game;
- (e) constitutes a breach of these Regulations including the Offences set out in Schedule 3: Table of Offences;
- (f) constitutes a breach of the BDSFA Rules and Regulations;
- (g) brings or, in the BDSFA’s opinion may bring, the Member, the BDSFA or the game of football into Disrepute or adversely affect the image, reputation and goodwill of the Member, the BDSFA or the game of football; or
- (h) in the opinion of the BDSFA, is or may be prejudicial to the image, interests or reputation of the game of football, the BDSFA or any of its sponsors.

16.5 Misconduct – Culpability, Attempt and Involvement

- (a) Offences are punishable regardless of whether they have been committed deliberately, recklessly or negligently.
- (b) Acts amounting to attempt are also punishable. A Body may, however, reduce the sanction envisaged for the actual Offence and determine any extent of mitigation as it sees fit.



- (c) Any Participant who knowingly takes part in committing an Offence, either as instigator or accomplice, is also punishable. A Body may take account of the degree of guilt of the party involved by reducing the sanction as it sees fit.

16.6 Misconduct – Club Liability

- (a) A Club is deemed to have committed an offence(s) under section 16.4 (Misconduct) where one of its Participants has committed any Offence(s) outlined in section 16.4 (Misconduct) (including, but not limited to, Red Card Offences) and the Executive may, in its absolute discretion, take any relevant action against the Club pursuant to section 9.2 (Charges of Misconduct).
- (b) For the avoidance of doubt, a Club may be sanctioned in accordance with section 16.6(a) notwithstanding the offender(s) have not been identified.
- (c) Notwithstanding section 16.6(a), the Executive may, in its absolute discretion, elect not to proceed against a Club for the conduct of its Participants where:
 - i. the Club is (for the relevant Match or event) compliant with Match day security standards and/or protocols as published by the BDSFA from time to time;
 - ii. the Club cooperates with any investigation by the BDSFA into the alleged conduct, including, without limitation, naming or identifying, upon request by the BDSFA, the Club's Participants or individuals known to the Club in relation to the alleged conduct; and
 - iii. The Executive, on review of the information available to it, forms the view that to proceed against the Club for the actions of its Participants is unduly harsh or unfair in the circumstances.
- (d) Matters that the Executive may consider in forming its view under section 16.6(c)iii include but are not limited to:
 - i. the Club or individual's Disciplinary History;
 - ii. the co-operation of the Club;
 - iii. the significance of the nature of the conduct;
 - iv. whether the Club acted swiftly to counter the conduct and denounce the incident at the relevant time;
 - v. whether the Club has taken any relevant action of its own regarding the conduct; and
 - vi. whether the Club has taken any steps to minimise the risk of repetition of such conduct by those individuals involved and its other Participants.
- (e) Where a Club complies with all these matters, the BDSFA nevertheless retains a discretion to proceed against the Club for the conduct where the BDSFA is of the view that the relevant conduct is of a particularly egregious or significant nature. Where the BDSFA does so proceed against the Club, the BDSFA or the Tribunal (as the case may be) may consider these factors in penalty mitigation.
- (f) For the avoidance of doubt, where the Executive has elected to proceed against a Club for the conduct of its Participants, a Tribunal may only consider the matters set out in sections 16.6(c) and 16.6(d) in penalty mitigation.

16.7 Misconduct – Registration

- (a) In the event of a Player signing registration forms for more than one Club, priority of registration will be accorded to the Club that earliest in time, all things being equal, obtained the Player's signature to a valid registration form.
- (b) If a Player has self-registered through the National Online Registration System, the registration which earliest in time is recorded in that system will be granted priority.



- (c) A Player must not intentionally or recklessly register with, or sign registration forms for, more than one (1) Club.
- (d) A Club (**the second Club**) must not intentionally or recklessly induce or attempt to induce, whether directly or indirectly, a Player who is registered with, or has signed a registration form to register with, another Club (**the current Club**), to:
 - i. register with the second Club;
 - ii. sign a registration form with the second Club; or
 - iii. de-register from the current Club.
- (e) Team Officials and Club Officials must not intentionally or recklessly induce or attempt to induce, whether directly or indirectly, a Player who is registered with, or has signed a registration form to register with, a Club (the current Club), to:
 - i. register with another Club;
 - ii. sign a registration form with another Club; or
 - iii. de-register from the current Club.
- (f) A Player in breach of section 16.7(c), a Club in breach of section 16.7(d), or a Team Official or Club Official in breach of section 16.7(e) will be deemed to have committed Misconduct (section 16.4) and the Executive may, in its absolute discretion, take any relevant action against the Member pursuant to section 9.2 (Charges of Misconduct).

16.8 Misconduct – Training/Trialling Activities

- (a) During a Season, a Player must not participate in any form of training or trialling activities with a Club (the second Club) other than the Club with which the Player is registered (the current Club), unless the current Club has provided prior written approval to the second Club for the Player to do so.
- (b) During a Season, a Club (the second Club) must not permit a Player registered to another Club (the current Club) to train or trial with the second Club unless the current Club has provided prior written approval to the second Club for the Player to do so.
- (c) During a Season, Team Officials and Club Officials of a Club (the second Club) must not permit a Player registered to another Club (the current Club) to train or trial with the second Club unless the current Club has provided prior written approval to the second Club for the Player to do so.
- (d) A Player in breach of section 16.8(a), a Club in breach of section 16.8(b), or a Team Official or Club Official in breach of section 16.8(c) will be deemed to have committed Misconduct (section 16.4) and the Executive may, in its absolute discretion, take any relevant action against the Member pursuant to section 9.2 (Charges of Misconduct).

**17. ON-FIELD MISCONDUCT****17.1 Yellow Card Offences**

- (a) A Yellow Card may be issued by a Match Official to a Participant for the following cautionable offences specified in Law 12 of the Laws of the Game:

Code	Description
Y1	Unsporting behaviour
Y2	Dissent by action or word
Y3	Persistent infringements 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	Entering or re-entering the Field of Play without the Referee's permission
Y7	Deliberately leaves the field of play without the Referee's permission

- (b) Subject to section 17.1(c) if a Player receives:
- i. two (2) Yellow Cards in a Match, resulting in an R7 Red Card Offence, then the two (2) Yellow Cards are removed from the Player's record and neither Yellow Card will be considered when accumulating Yellow Cards pursuant to sections 17.2 and 17.3.
- (c) If a Player receives:
- i. two (2) Yellow Cards in a Match, resulting in an R7 Red Card Offence, and the first Yellow Card would have, but for the operation of section 17.1(b), resulted in the Player having to serve a Mandatory Match Suspension due to the accumulation of Yellow Cards pursuant to section 17.2(a), 17.2(b), 17.2(c) or 17.2(d), then the two (2) Yellow Cards will not be removed from the Player's record and the Player must serve that Mandatory Match Suspension in addition to the Mandatory Match Suspension applicable to the R7.
- (d) If a Participant receives one (1) Yellow Card in a Match and then receives a direct Red Card in the same Match, the Yellow Card will **not** be removed from the Player's record and must be considered when accumulating Yellow Cards pursuant to sections 17.2 and 17.5.
- (e) A Mandatory Match Suspension incurred as a result of the accumulation of Yellow Cards pursuant to sections 17.2 and 17.5 cannot be appealed.
- (f) For the purposes of sections 17.2 and 17.5, where a Participant accumulates any Yellow Cards with one Club and that Participant transfers to a new Club during a Season, all of those Yellow Cards carry over to the new Club. This section applies even where the Player has transferred between Clubs competing in different Competitions. For example, this section will apply to a Participant who transfers from a Club participating in the Premier League to a Club participating in the All Age Competition.

17.2 Accumulation of Yellow Cards - Premiership

- (a) A Participant who accumulates five (5) Yellow Cards in the Premiership, irrespective of the age-grade in which they are received, must serve a Mandatory Match Suspension of one (1) Fixture. That Mandatory Match Suspension must be served immediately and in the age-grade in which the fifth (5th) Yellow Card was received.
- (b) A Participant who accumulates an additional three (3) Yellow Cards (in total eight (8) Yellow Cards) in the Premiership, irrespective of the age-grade in which they are received, must serve a Mandatory Match Suspension of two (2) Fixtures. That Mandatory Match Suspension must be served immediately and in the age-grade in which the eight (8th) Yellow Card was received.
- (c) A Participant who accumulates an additional two (2) Yellow Cards (in total ten (10) Yellow Cards) in the Premiership, irrespective of the age-grade in which they are received, must serve a Mandatory Match Suspension of three (3) Fixtures. The Mandatory Match Suspension must be served immediately and, in the age, grade in which the tenth (10th) Yellow Card was received.



- (d) A Participant who accumulates their eleventh (11th) Yellow Card in total in the Premiership, irrespective of the age-grade in which they are received, must appear before the General Purposes Tribunal and must not participate in any Fixture until they have appeared before the General Purposes Tribunal and served in full any sanction imposed by the General Purposes Tribunal.
- (e) A Mandatory Match Suspension incurred as a result of the accumulation of Yellow Cards pursuant to this section 17.2 must be served in accordance with section 15.6.
- (f) Yellow Cards received during a Premiership Season that do not result in a Mandatory Match Suspension do not carry over into the Finals Series, State Cup, Australia Cup, the next Premiership Season, any Tournaments or any other matches or competitions. Mandatory Match Suspensions incurred as a result of the accumulation of Yellow Cards will not, however, be cancelled.

17.3 Accumulation of Yellow Cards – Championship

- (a) Unless it is the result of a second caution in the same match, regardless of the number of Yellow Cards received during a Championship; they will not result in a Mandatory Match Suspension.
- (b) Yellow Cards received during a Championship will not carry over into the next Premiership Season, Championship, State Cup, Australia Cup, any Tournaments or any other matches or competitions. A Mandatory Match Suspension incurred as the result of a second caution in the same match will not, however, be cancelled.

17.4 Not Used

17.5 Not Used

17.6 Red Card Offences

- (a) Subject to any Suspension issued by the BDSFA or any Suspension or other sanction issued by a Body, a Participant who receives a Red Card must immediately serve the Minimum Suspension attributable to the Send Off Code for that Red Card as set out in Schedule 3: Table of Offences, Table A and Table B.
- (b) A Red Card may be issued by a Match Official during a Match against a Participant who engages in any one of the following offences (also set out in Schedule 3: Table of Offences):

Code	Description
R1	Serious foul play
R2	Violent conduct
R3	Spitting at an opponent or any other person
R4	Denying the opposing team a goal or an obvious goal-scoring opportunity by deliberately handling the ball (this does not apply to a goalkeeper within his own penalty area)
R5	Denying an obvious goal-scoring opportunity to an opponent moving towards the Player’s goal by an offence punishable by a free kick or a penalty kick
R6	Using offensive, insulting or abusive language and/or gestures
R7	Receiving a second caution in the same match

- (c) Not Used
- (d) If a Player receives an R7, the Player must serve a Mandatory Match Suspension of one (1) Fixture and the Club is responsible for ensuring the Player is immediately stood down for their next Fixture in accordance with section 15 (Serving of Suspensions) and for ensuring that the Player complies with any other directive imposed by the Executive.



- (e) The BDSFA is **not** obliged to issue a Notice of Suspension when a Player receives a R4, R5 or R7. (however, the BDSFA may, in its sole and absolute discretion issue a Notice of Suspension in circumstances where Red Card Offence engaged in by the Participant is a Second or Subsequent Offence or the Second or Subsequent Red Card accumulated during the Season).
- (f) In accordance with section 15.8(c), Red Cards issued during an abandoned Match will be upheld regardless of whether the Match is replayed or not.
- (g) A Participant who is issued with a Red Card or Expelled during a Match:
 - i. must proceed directly to the Participant's Club's designated dressing room in the first instance;
 - ii. must not, for the remainder of the Fixture, enter the Field of Play, its surrounds (being the fenced area of the playing field three (3) metres from the playing field if it is not fenced) or the Technical Area or occupy the Players' race, if applicable;
 - iii. must not, for the remainder of the Fixture, provide or attempt to provide coaching instructions or engage a third party to relay coaching instructions,
 - iv. must not participate in any awards presentation or ceremony that takes place after the Match and/or Fixture;
 - v. must not, until one (1) hour after the conclusion of the Fixture, have contact with:
 - A. the Broadcast Partner or any other media where the purpose of such contact is for it to be electronically broadcast to the public, including (but not limited to) participating in any post-match press conference and participating in television or radio interviews; or
 - B. any Match Official involved in the Fixture.
 - vi. may, if the venue facilitates it, be escorted to a suitable secure area within the venue to observe the remainder of the Match. Should the venue not provide access to such an area, it will be at the discretion of the Home Club to determine the most secure place for the Participant to be positioned for the remainder of the Fixture.
- (h) Where a Participant is in breach of section 17.6(g), the Participant and the Participant's Club will be deemed to have committed Misconduct (section 16.4) and the Executive may, in its absolute discretion, take any relevant action against the Participant and/or the Participant's Club pursuant to section 9.2 (Charges of Misconduct) (see Offence Codes 37-01 and 37-02 in Schedule 3: Table of Offences, Table C: Other Offences by Members).
- (i) In accordance with the Laws of the Game, Players and Team Officials must not use electronic communication systems during a Match. The BDSFA may, in its absolute discretion, sanction a Club whose Players and Team Officials use electronic communication systems during a Match.



17.7 Accumulation of Red Cards

- (a) A Participant who accumulates the following Red Card infringements for R1, R2, R3 and R6 offences during the same season, regardless of the Competition or Club in which those Red Cards are received, will receive the following further sanction:

Number of Red Cards accumulated:	Suspension	In addition:
Two (2) during the same season	The Suspension issued in respect of the 2 nd Red Card plus a further Suspension of one (1) Fixture	N/A
Three (3) during the same season	The Suspension issued in respect of the 3 rd Red Card plus a further Suspension of two (2) Fixtures	N/A
Four (4) or more during the same season	The Suspension issued in respect of the 4 th Red Card plus a further Suspension of three (3) Fixtures	Such penalty as the Executive determines in its absolute discretion or Referral to GPT for hearing and potential additional sanction.

Notes: The further Suspension **cannot** be appealed. It must be served immediately after the Suspension issued in respect of the second or subsequent Red Card, in the same age-grade in which that Red Card was received and must otherwise be served in accordance with section 15.6. The defined term “Competition” is defined broadly in Schedule 1: Definitions and includes, but is not limited to, Trial Matches, the Pre-Season Competition and the Australia Cup. The eleven-a-side football season and the futsal season are **not** considered the same-season for the purposes of this section 17.7(a). Further, Trial Matches form part of the season that immediately follows them, for example, eleven-a-side Trial Matches played in November 2025 or March 2026 form part of the 2026 playing season.

17.8 Club responsibility for recording accumulation of Yellow and Red Cards Offences

- (a) It is a Club’s responsibility to keep accurate records of the Yellow and Red Cards received by its Players and Officials regardless of whether a Player or Official accumulated any Yellow or Red Cards while registered with a previous Club. Offence records can be obtained from the BDSFA.
- (b) It is a Club’s responsibility to ensure that any Participant who has incurred a Fixture Suspension serves that Fixture Suspension in full.
- (c) A Club in breach of this section 17.8 will be deemed to have committed Misconduct (section 16.4) and the Executive may, in its absolute discretion, take any relevant action against the Club pursuant to section 9.2 (Charges of Misconduct).



17.9 Team Misconduct

- (a) Each Club must ensure that its Participants do not engage in Team Misconduct.
- (b) Team Misconduct in relation to a Club is where, in a Match:
 - i. five (5) or more of its Participants are sanctioned during a Match (including Yellow Cards Red Cards or Expulsions);
 - ii. three (3) or more of its Participants are issued with a Red Card or Expelled during a Match;
 - iii. its Players and/or Officials collectively show dissent towards a Match Official or collectively seek to intimidate, threaten or exert pressure on a Match Official to make or alter a decision in a Match; or
 - iv. its Participants engage in a Melee (Grade 1 or Grade 2) or brawl in a Match (regardless of whether or not it is possible to identify the instigators).
- (c) Any Club which engages in Team Misconduct will be deemed to have committed Misconduct (section 16.4) and the Executive may, in its absolute discretion, take any relevant action against the Club pursuant to section 9.2 (Charges of Misconduct).

17.10 Unregistered Players

- (a) Clubs must not field or list in match sheets unregistered Players, including individuals playing under false or assumed identities, in any Match. Unregistered Players include those Players who are not registered with FA, FNSW, the BDSFA or are not registered for a Competition.
- (b) Any Club which fields or lists unregistered players will be deemed to have committed Misconduct (section 16.4) and the Executive may, in its absolute discretion, take any relevant action against the Club pursuant to section 9.2 (Charges of Misconduct).

17.11 Ineligible Players

- (a) A Club must not list Ineligible Players in team sheets (electronic and/or paper-format) for any Match.
- (b) A Club must not allow Ineligible Players within the Technical Area and/or Field of Play before, during or after any Match.
- (c) Any Club in breach of this section 17.11 will be deemed to have committed Misconduct (section 16.4) and the Executive may, in its absolute discretion, take any relevant action against the Club pursuant to section 9.2 (Charges of Misconduct).

17.12 Ineligible Team Officials and Club Officials

- (a) A Club must not list Ineligible Team Officials or Club Officials in team sheets (electronic and/or paper-format) for any Match.
- (b) A Club must not allow Ineligible Team Officials or Club Officials within the Technical Area and/or Field of Play before, during or after any Match.
- (c) A Club in breach of this section 17.12 will be deemed to have committed Misconduct (section 16.4) and the Executive may, in its absolute discretion, take any relevant action against the Club pursuant to section 9.2 (Charges of Misconduct).



17.13 Team Officials and Club Officials

- (a) The Executive and Tribunals have the jurisdiction to issue Suspensions based on Match Official Send-Off/Expulsion Reports and Match Official Incident Reports against Team Officials and Club Officials in accordance with Schedule 3: Table of Offences.
- (b) Subject to section 17.6, a Team Official or Club Official who has been Expelled from the Technical Area by a Match Official must immediately serve a Mandatory Match Suspension of one (1) Fixture in the next Premiership, Championship, Cup or Australia Cup Fixture, whichever occurs first, and which may be taken as being included in any additional Suspension issued by the Executive or a Tribunal and which may apply across all Football Related Activities depending on the severity of the Offence.

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

Any Club which by the conduct of its Players, Team Officials, Club Officials or Spectators causes a Match to be terminated or abandoned as a result of refusing to take the field or as a result of a mass walk-off will be deemed to have committed Misconduct (section 16.4) and as a result BDSFA may, in its absolute discretion, take any action against the Participant or Club pursuant to section 9.2 (Charges of Misconduct).

18. SOCIAL MEDIA AND DETRIMENTAL PUBLIC COMMENT

- (a) Without limiting the BDSFA Social Media Policy or FNSW and/or or FA Rules and Regulations, a Member must not make public or media comment (including via social media) which is detrimental to BDSFA, FNSW, FA, their commercial partners or to the interests of the game.
- (b) Without limitation, a Member will breach these Regulations and be deemed to be making comment detrimental to the interests of the game if, in making any public or media comment (including via social media), the Member:
 - i. denigrates or criticises BDSFA (including any of its staff and Board), FNSW, FA or any of their commercial partners (i.e. Blacktown City Council);
 - ii. denigrates or criticises another Member, whether in relation to incidents that have occurred in a Match/Fixture or otherwise;
 - iii. denigrates or criticises a Participant by inappropriately commenting on any aspect of their performance, abilities or characteristics;
 - iv. refers to the likely outcome of a matter being investigated by the BDSFA or a matter or hearing before a Body;
 - v. criticises an ongoing BDSFA investigation or the outcome of a BDSFA investigation;
 - vi. criticises the decision of a Body;
 - vii. criticises a Body or any of its members; or
 - viii. criticises any evidence, submission or other comment made by any person in relation to a matter under investigation by the BDSFA and/or during a hearing before a Body.
- (c) BDSFA may, in its absolute discretion, deal with such matters pursuant to section 9.2 (Charges of Misconduct).
- (d) Where there is evidence that a Member has made a public or media comment (including via social media) in breach of section 18(a) of these Regulations, the BDSFA Social Media Policy or the FA Rules and Regulations, that Member will be presumed to have made the comment and the onus will be on the Member to satisfy the Executive or the Tribunal, as the case may be, that the Member did not do so. For example, if the offending comment is made on the Member's social media account, that Member will be presumed to have posted the comment and the onus will be on that Member to satisfy the Executive or the Tribunal that the Member did not do so.



- (e) Members are responsible for their own social media and email accounts and must ensure they keep the usernames and passwords by which they access their own social media and email accounts confidential and secure at all times. Members must ensure computers and mobile devices are not left unattended and/or without password protection.

19. SPECTATORS AND SUPPORTERS

- (a) These Regulations, the FNSW Terms of Admission Policy and the FA Spectator Code of Behaviour apply to all Spectators attending any Match or any training session conducted by or on behalf of a Club.
- (b) The BDSFA and Tribunals have jurisdiction to determine matters involving Spectators and to issue sanctions against:
 - i. Spectators;
 - ii. Players or Officials who are children or wards of any Spectator and/or Supporters, in respect of the behavior of that Spectator and/or Supporter; and
 - iii. Clubs, in respect of the behaviour of any Spectator/Supporter.
- (c) A person will be deemed to be a Supporter where, having to their conduct, appearance, or location within a stadium, venue, ground or Centre during a Match, they may reasonably be identified as such, as determined by the BDSFA in its sole and absolute discretion.
- (d) In the event of an alleged breach of these Regulations, the FNSW Terms of Admission Policy and/or the FA Spectator Code of Behaviour, the BDSFA may refer the matter to the General Purposes Tribunal pursuant to section 9.2 (Charges of Misconduct) and seek an appropriate sanction including, but not limited to, banning a Spectator from attending Matches or suspending a Player or Official (who is the child or ward of a Spectator) from participating in Matches.
- (e) Any ban imposed by FA under the FA Rules and Regulations against a person or FNSW under the FNSW Rules and Regulations against a person may be endorsed and applied by the BDSFA across all Matches within its defined boundaries.
- (f) Any ban imposed by a Member Federation, Club, Association Member, affiliated association or their clubs under their applicable rules and regulations may be endorsed and applied by the BDSFA across all Matches.
- (g) A Club is responsible, and liable, for the conduct and behaviour of its Spectators and/or Supporters, whether at home or away Matches. A Club is deemed to have breached these Regulations where its Supporters and Spectators engage in Misconduct at or in connection with a Match, Competition or event or activity staged or sanctioned by the BDSFA.
- (h) It is the Home Club's responsibility to ensure the FNSW Terms of Admission Policy and the FA Spectator Code of Behaviour is implemented and enforced against all Spectators.
- (i) The Home Club is liable for improper conduct among its own group of Supporters. Supporters occupying the home sector of a stadium, ground or centre are regarded as the Home Club's Supporters, unless proven to the contrary (as determined by the BDSFA in its sole and absolute discretion).
- (j) An Away Club is liable for improper conduct among its own group of Supporters. Supporters occupying the away sector of a stadium, ground or centre are regarded as the Away Club's Supporters, unless proven to the contrary (as determined by the BDSFA in its sole and absolute discretion).
- (k) A Club and/or Participant is responsible for ensuring that sanctions imposed on themselves are adhered to. Any Club and/or Participant which fails to do so will be deemed to have committed Misconduct (section 16.4) and the Executive may, in its absolute discretion, take any relevant action against the Club and/or Participant pursuant to section 9.2 (Charges of Misconduct).



SCHEDULE 1: DEFINITIONS

Abandoned	Has the meaning given to it in Schedule 14. Match Terminations within the BDSFA Competition Regulations.
Additional Suspension	means any Suspension in addition to a Mandatory Match Suspension.
AFC	means the Asian Football Confederation.
Affected Party	has the meaning given to it in section 13.4 of these Regulations.
Amateur	means any Player that is not a Professional.
Appeals Tribunal Determination	means a decision or Determination made by the Appeals Tribunal pursuant to section 10 (Appeals Tribunal) of these Regulations.
Appeals Tribunal	means the Body responsible for hearing and determining appeals pursuant to section 10 (Appeals Tribunal) of these Regulations.
Application Fees	means the applicable fees to appear before a General Purposes Tribunal or Appeal Tribunal as set out in Schedule 4: Application Fees of these Regulations.
Association Member	means for the purposes of these Regulations those associations admitted from time to time as association members of the BDSFA under the BDSFA Constitution.
Association Member Official	means any person involved with the administration, management or organisation of an Association Member or Branch(whether paid, unpaid or honorary), including employees, contractors, directors, representatives and volunteers.
Away Club	means the Club not playing the Match at its home ground or appearing second on the fixture list in the event the Match is conducted at a neutral venue.
BDSFA	means BDSFA Inc. ABN 69 418 921 308. the governing body for football in the Blacktown LGA.
BDSFA Boys' Youth Competitions	means boys youth competitions administered and managed by the BDSFA.
BDSFA Constitution	means the current constitution of BDSFA.
BDSFA Men's Competitions	means Men's competitions administered and managed by the BDSFA.
BDSFA Privacy Policy	means the current privacy policy of BDSFA as amended from time to time.
BDSFA Rules and Regulations	mean any rules, regulations, by-laws, policies, procedures, directives, codes of conduct and guidelines developed, promulgated and implemented by the BDSFA.



Board	means the directors of the BDSFA appointed or elected from time to time in accordance with the BDSFA Constitution.
Body	means a body established under section 4 (Authority to Establish Committees and Tribunals) of these Regulations.
Broadcast Partner	means the organisation(s) granted the rights by FA, FNSW or the BDSFA to broadcast live Matches.
Business Day	means a weekday (i.e. Monday – Friday) when the offices of the BDSFA is ordinarily open for business between the hours of 9.00am and 5.00pm (excluding public holidays).
Chairperson	means a chairperson of a Tribunal appointed under section 5 (Membership of Bodies) of these Regulations.
Championship	means the final series of a Competition held at the completion of a Premiership in accordance with the BDSFA Rules and Regulations.
Claim	means a claim by one Member against another Member(s) or a disagreement between Members but excludes contract disputes between Club Officials/Team Officials and Clubs.
Club	means any club registered with FA, FNSW and/or the BDSFA or admitted to participate in a Competition. A reference to a Club in these Regulations includes a Team where that Team is not affiliated to a Club.
Club Coach	means the person listed by a Club in the Application for Affiliation to the BDSFA as the Club Coach.
Club Official	means any person involved with the administration, management or organisation of a Club, or Referees Body (whether paid, unpaid or honorary), including employees, contractors, directors, representatives and volunteers and includes a Team Official where that Team Official is not affiliated to a Club.
Competition	means any or all of the football matches, competitions, Premierships, Finals Series, Cups, Tournaments and events owned or conducted by the BDSFA and including Trial Matches and the Pre-Season Competition.
Complaint	means an allegation by a Member that the conduct of another Member(s) is in breach of FA Rules and Regulations, FNSW Rules and Regulations, BDSFA Rules and Regulations or the rules and regulations of the other Member(s).
Cup	means a Competition in which Clubs/Teams compete in a series of knockout matches in accordance with the BDSFA Rules and Regulations.
Determination	means a decision made by the Executive or a Body in accordance with these Regulations.
Direct Red Card	means a card issued to a Player for the commission of a Red Card Offence but excluding an R7 Red Card Offence.
Disciplinary Committee	means the Body responsible for making determinations pursuant to section 7 (Red Card Offences) of these Regulations.
Disciplinary History	means a Member’s disciplinary/tribunal record as held by FA, FNSW, the BDSFA, a Member Federation or an Association Member.



Evidence	has the meaning given to it in section 7.6(c) of these Regulations.
Exceptional Circumstances	<p>means circumstances operating at the time of the Offence and relating to the commission of the Offence and not to the impact a sanction may have.</p> <p>Without limitation, the following are not Exceptional Circumstances:</p> <ol style="list-style-type: none">the significance or importance to the Participant or their Club of the Match in which the Offence was committed;the significance or importance of any Match, Fixture or tournament in which the Participant will be ineligible to participate because of the imposition of a Suspension imposed within the range in Schedule 3: Table of Offences of these Regulations;the point in the Match at which the Offence was committed;the conduct, including actions, words or gestures of any Participant or Spectator during or related to the Match; andany disciplinary decision taken or failure to take a disciplinary decision by a Match Official during the Match.
Executive	means the General Manager of the BDSFA or their nominee.
Expel, Expelled and Expulsion	means a Match Official directing a Team Official or Club Official from the Field of Play, its surrounds or the Technical Area.
Expulsion Offence	means an offence specified in Schedule 3: Table of Offences, Tables B and C committed by a Team Official or Club Official warranting or leading to their Expulsion.
FA	means Football Australia Limited, the governing body for football in Australia.
FA Privacy Policy	means the current privacy policy of FA.
FA Statutes	means the statutes and any accompanying standing orders, by-laws and regulations governing football in Australia as promulgated by FA.
FA Rules and Regulations	means the FA Statutes and any other rules, regulations, policies, procedures, codes of conduct and guidelines developed, promulgated and implemented by FA.
Field of Play	means the field of play and any perimeter area between the line markings of the pitch and the spectator area.
FIFA	means Federation Internationale de Football Association, its successor or assignee.
Final Determination	means a full written Determination, with reasons for a decision.
Finals Series	means the final series (Championship) of a Competition held at the completion of a Premiership in accordance with the BDSFA Rules and Regulations.
Fixture	means a meeting of Clubs as scheduled in all grades applicable.
Fixture Suspension	has the meaning given to it in section 15.4(a) of these Regulations.



Football NSW or FNSW	Football NSW means Football NSW Limited ACN 003 215 923 which is the governing body for football (including futsal) in the State, which is a separate and unrelated company to Northern NSW Football Limited.
FNSW Rules and Regulations	mean any rules, regulations, by-laws, policies, procedures, directives, codes of conduct and guidelines developed, promulgated and implemented by FNSW.
FNSW Statutes	means the statutes and any accompanying standing orders, by-laws and regulations governing football in New South Wales as promulgated by FNSW.
Football Related Activity	has the meaning given to it in section 15.5(e) of these Regulations.
General Purposes Tribunal or GPT	means the Body responsible for hearing and determining matters pursuant to section 9.
General Purposes Tribunal Determination	means a decision made by the General Purposes Tribunal pursuant to section 9 of these Regulations.
Grievance	means either a Claim or Complaint, as the case requires, under section 9.3 of these Regulations.
Grievance Form	means Prescribed Form 10 , used for raising a Grievance against a Member under section 9.3 of these Regulations.
Home Club	means the Club playing the Match at its home ground or appearing first on the fixture list in the event the Match is conducted at a neutral venue.
Ineligible Player	<ol style="list-style-type: none">i. means a Player who is subject to a Suspension,ii. a player who has been expelled from a match but whose expulsion has not yet been reviewed by the Executive,iii. a player that has been expelled from a Match earlier on the same day,iv. a player who is required to stand down for receiving the required number of cautions,v. a player not listed on the team sheet,vi. a player who is subject to a suspension issued by, or applicable under the rules and regulations of, FA, FNSW, a Member Federation, a Club, Centre, an Association Member, an affiliated association or any of their clubs,vii. any Player who is defined as “Ineligible” pursuant to the BDSFA Competition Regulations,viii. a Player who is in breach of article 6.13 (Prohibition on Dual Registration) of the FA National Registration Regulations, orix. any Player who is otherwise ineligible to participate in a Competition, including unregistered Players and Players playing under a false identity.
Ineligible Team Official or Club Official	<ol style="list-style-type: none">i. means any Team Official or Club Official who is subject to a Suspension,ii. any Coach or Official who is subject to a suspension issued by, or applicable under the rules and regulations of FA, a Member Federation, a Club, a Centre, an Association Member, an affiliated association or any of their clubs,



- iii. any Coach or Official who is defined as “Ineligible” pursuant to the BDSFA Competition Regulations or
- iv. any Coach or Official who is otherwise ineligible to participate in a Competition.

Laws of the Game

means the official laws of the game of football as promulgated by FIFA.

Mandatory Match Suspension or MMS

means the automatic suspension from participating in a Match that must be served in accordance with these Regulations.

Match

means a single meeting of two teams to play football in a Competition.

Match Day

Match Day means a calendar day on which a Club is scheduled to participate in one or more Matches under the relevant competition schedule, and includes all Matches played by that Club across all teams, age groups, grades, and Competitions on that day.

For the purpose of these Regulations, where a Participant is subject to a Fixture Suspension, that restriction applies to all Matches in which the Participant would otherwise be entitled to participate on that Match Day, whether as a Player or a Team Official, regardless of competition, age group, or grade.

Match Official

means a referee, assistant referee, fourth official, assessor, match commissioner, any person in charge of safety or any other person appointed by FA, FNSW, the BDSFA, a Referees’ Body, a Club, an Association Member or its clubs to assume responsibility in connection with a fixture and/or match but does not include a Team Official or Club Official.

Match Official Report

means either a Match Official Send-Off/Expulsion Report as submitted by the Match Official through the competition management system (or by Report (Prescribed Form 3) or a Match Official Incident Report (**Prescribed Form 03**)

Match Official Send-Off/Expulsion Report (Prescribed Form 3)

means a report prepared and submitted by a Match Official to the BDSFA through the competition management system which sets out any Red Card Offences and Expulsion Offences that occurred during a Match.

Match Official Incident Report (Prescribed Form 03)

means a report prepared and submitted by a Match Official to the BDSFA which sets out any incidents which occurred prior to, during or after a Match.

Maximum Suspension

means the maximum suspension, if prescribed, for an Offence as set out in Schedule 3: Table of Offences of these Regulations.

Mediator

means a person who attempts to make people involved in a conflict come to an agreement.

Melee (Grade 1)

means a confrontation, altercation, use of threatening language/conduct and/or a heated exchange of words/gestures between three (3) or more



persons who are either Players, Club Officials, Team Officials or Spectators whether on or off the Field of Play.

Melee (Grade 2) means a violent clash, struggle and/or fight, between three (3) or more persons who are either Players, Club Officials, Team Officials or Spectators whether on or off the Field of Play, and where one (1) or more persons are either physically injured, or in BDSFA’s reasonable opinion, are likely to have been physically injured, regardless of whether any such injury may be serious or otherwise.

Member means for the purposes of these Regulations a Club, a Team, a Referees Body or a Participant.

Member Appeals Committee means the highest disciplinary or judicial body of a Club or Referees Branch as the case may be.

Member Federation means a State, Territory or a regional association or federation that is a member or an interim member of FA from time to time.

Minimum Sanction or Suspension means the minimum sanction or suspension, if prescribed, for an Offence as set out in Schedule 3: Table of Offences of these Regulations.

Misconduct has the meaning given to it in section 16.4 (Misconduct) of these Regulations.

National Online Registration System means FA’s national registration database.

Non-playing Period means any time between a Club’s final Match in a Competition and the Club’s next Match:
(a) in the following Season of the Competition; or
(b) in another league of a Competition,
(whichever comes first).

Notice of Appeal means the relevant prescribed form submitted by a party to the BDSFA wanting to appeal a decision of the Disciplinary Committee (**Prescribed Form 08**) or the General Purposes Tribunal (**Prescribed Form 12**) or a Member Appeals Committee (**Prescribed Form 13**).

Notice of Charge means a notice issued by the BDSFA setting out the charge(s) against a Member and the proposed Sanction(s) (as the case may be).

Notice of Proceedings means a notice issued by the BDSFA to parties and witnesses subject to a hearing setting out the time, date and location of the hearing.

Notice of Response means **Prescribed Form 09** which must be submitted by a Member in response to a Notice of Charge.

Notice of Suspension means a notice issued by the BDSFA to a Member setting out the Suspension determined pursuant to these Regulations.

Obvious Error Obvious Error has the meaning given to it in section 7.6(d) of these Regulations.



Offences	means those offences set out in Schedule 3: Table of Offences of these Regulations.
Official	means a Team Official, Club Official or Match Official.
Participant	means a Player, Official, Spectator, an individual otherwise registered with FA to participate in football in the State, an individual who is unregistered but ought to have been registered under the National Registration, Status and Transfer Regulations or an individual issued with media accreditation by FNSW or the BDSFA.
Player	means any person who participates in a Match (irrespective of whether they are registered with FA, junior or senior or an Amateur or Professional). For the avoidance of doubt, a reference to a Player during a Match includes a substitute and a substituted player.
Preliminary Determination	means a short-written summary of a Determination.
Premiership	means a Competition in which Clubs/Teams compete in a series of round robin Matches (both home and away) during a Season in accordance with the BDSFA Rules and Regulations.
Pre-Season Competition	means Matches/Fixtures played prior to the commencement of the Premiership.
Professional	means a Player employed by a Club to play football under a professional player contract in accordance with the FA Statutes or a player deemed to be professional by the Executive pursuant to the the BDSFA Competition Regulations.
Prohibited Items	include, but are not limited to, flares, fireworks, explosives, smoke bombs, other flammable objects, loudhailers, weapons, illegal substances and instruments or anything that, in the opinion of the BDSFA, adversely affects the image, reputation and goodwill of the Member, the BDSFA or the game of football.
Range at the Table of Offences or Range	means, in relation to each Offence, the range bounded by the Minimum Suspension/Sanction and the Maximum Suspension/Sanction prescribed in the Schedule 3: Table of Offences of these Regulations.
Red Card	means a card issued to a Participant for the commission of a Red Card Offence.
Red Card Offence	means the commission by a Participant of one of the sending-off offences set out in Schedule 3: Table of Offences, Table A and Table B of these Regulations.
Referees Body	means a body made up of Match Officials who provide services to the BDSFA. For the purposes of these Regulations, the Referees Branch together with its members are considered Members of the BDSFA.
Regulations	means these BDSFA Grievance and Disciplinary Regulations.
Season	means from the commencement of a Competition to the conclusion of a Competition unless otherwise directed by the BDSFA.
Spectating	means attendance at a stadium, venue and ground during any match, competition or training session sanctioned or administered by the BDSFA.



Spectator	means a person in attendance at a stadium, venue or ground during any match, competition or training session sanctioned or administered by the BDSFA.
State	means the state of New South Wales with the exception of the northern regions of NSW which are identified by FA as “Northern NSW”.
Summer Football Competition Administrator	Summer Football Competition Administrator means an entity which conducts summer football competitions and is affiliated with the BDSFA.
Supporter	means the supporter of a Club and includes, without limitation, Club members and a Club’s active supporter groups. A person is determined a supporter if they are reasonably perceived by as such, the BDSFA in its absolute discretion, by their conduct, appearance, or location at a stadium, venue, ground or Centre during a Match.
Suspension	means any suspension applicable under or issued pursuant to these Regulations including any suspension issued pursuant to section 14 (Suspension Orders) of these Regulations.
Table of Offences	mean the Offences as set out at Schedule 3 Table of Offences to these Regulations.
Team	means any team registered with FA, FNSW and/or the BDSFA, any team admitted by the BDSFA to participate in a Competition.
Team Official	means any person involved with the management, preparation or participation of a Team (whether paid or unpaid), including the coaches, managers, medical staff, other support staff or any other person acting for or on behalf of a Team or Club.
Technical Area	means the area marked and designated in accordance with the FIFA Laws of the Game within which the coach, the substitute Players and the Team Officials must remain during a match.
Time Suspension	has the meaning given to it in section 15.4(a) of these Regulations.
Tournament	means a Competition in which Clubs/Teams compete in a series of round robin and/or knockout matches in accordance with the BDSFA and Football NSW Rules and Regulations.
Trial Match	means any match played by two Clubs/Teams which does not form part of a Competition, Premiership, Championship, Cup or other event or tournament but has been sanctioned by the BDSFA.
Tribunal	means the General Purposes Tribunal or the Appeals Tribunal.
Vexatious Claim	means a Claim or Complaint instituted without sufficient grounds and serving or designed only to cause annoyance to another Member.
Vice-Chairperson	means a vice-chairperson of a Tribunal appointed under section 5 (Membership of Bodies) of these Regulations.
Yellow Card	means a caution of a Player by a Match Official for an infringement set out in section 17.1.

**SCHEDULE 2: PRESCRIBED FORMS AND EMAIL ADDRESSES**

Form No	Documents	Mode of Submission
01	Not Used	
02	Match Official Send-Off/Expulsion Report	BDSFA Website - click here
03	Match Official Incident Report	BDSFA Website - click here
04	Mistaken Identity – Participant Notification Form of Mistaken Identity in Match Officials Send-off Report (section 7.2)	BDSFA Website - click here
05	Mistaken Identity - Written Statement by the Actual Participant Committing The Offence (section 7.3)	BDSFA Website - click here
06	Mistaken Identity - Written Statement by the Club (section 7.3)	BDSFA Website - click here
07	Appealing a Decision in Respect of a Challenge (Mistaken Identity) (Section 7.4)	BDSFA Website - click here
08	Challenging to the Disciplinary Committee (Red Card Offences)	BDSFA Website - click here
09	Notice of Response to a Notice of Charge (Section 9.2)	BDSFA Website - click here
10	Grievance Form (section 9.3)	BDSFA Website - click here
11	Notice of Response to a GPT (Section 9.2)	BDSFA Website - click here
12	Notice of Appeal of a decision of a GPT (section 9.8)	BDSFA Website - click here
13	Notice of Appeal of a decision of a Member Appeals Committee (section 10.6)	BDSFA Website - click here
14	Witness Statement	BDSFA Website - click here
15	Notice of Appeal – Decision of the Disciplinary Committee (Red Card Offence) – section 8.3	BDSFA Website - click here
	Any other matter relevant to these Regulations	Email to GM / Tribunal

SCHEDULE 3: TABLE OF OFFENCES

Second or subsequent Offences: Where a Member has been found guilty of an Offence and then commits the same Offence on a second or subsequent occasion within two (2) years of the expiration of the Suspension issued in respect of the previous Offence, the second or subsequent Offence will be considered a Second or subsequent Offence for the purposes of sanctioning under Schedule 3.

TABLE A: OFFENCES BY PLAYERS¹

OFFENCE CODE		OFFENCE DESCRIPTION	GRADING GUIDELINES	PARTICIPANT SANCTION		
RED CARD	GRADING			INCIDENCE	SUSPENSION (Minimum)	SUSPENSION (Maximum)
R1	01-01	Serious foul play <i>A tackle or challenge that endangers the safety of an opponent or uses excessive force or brutality must be sanctioned as serious foul play.</i>	Grade 1 – A lack of control in a tackle or challenge, endangering the safety of an opponent (e.g. fouling another player with both feet off the ground while attempting to play the ball.	First	MMS	12 months
	01-02			Second & subsequent	MMS + 1 Fixture	
	02-01	Any player who lunges at an opponent in challenging for the ball from the front, from the side or from behind using one or both legs, with excessive force or endangers the safety of an opponent is guilty of serious foul play.	Grade 2 – Excessive force in a tackle or challenge that endangers the safety of an opponent (e.g. fouling another player with their studs up while attempting to play the ball)	First	MMS + 1 Fixture	12 months
	02-02			Second & subsequent	MMS + 2 Fixtures	
	03-01		Grade 3 – Brutality in a tackle or challenge that endangers the safety of an opponent (e.g. deliberately attempting to injure another player while attempting to play the ball)	First	MMS + 3 Fixtures	12 months
	03-02			Second & subsequent	MMS + 6 Fixtures	
R2	01-01	Violent conduct <i>Violent conduct is when a player uses or attempts to use excessive force or brutality against an opponent when not challenging for the ball, or against a team-mate, team official, match official, spectator or any other person, regardless of whether contact is made.</i>	Grade 1 – Use of, or an attempt to use, excessive force or brutality (e.g. pushing another player to the floor when not attempting to play the ball)	First	MMS + 1 Fixture	12 months
	01-02			Second & subsequent	MMS + 2 Fixture	
	02-01		Grade 2 – Striking an opponent or any other person on the head or face with their hand or arm, unless the force used was negligible (e.g. slapping, elbowing or punching another player)	First	MMS + 2 Fixtures	12 months
	02-02			Second & subsequent	MMS + 3 Fixtures	
	03-01		Grade 3 – A clear forward movement of the head, resulting in contact with the head or face of an opponent or any other person, unless the force used was negligible (e.g. a headbutt)	First	MMS + 3 Fixtures	12 months
	03-02			Second & subsequent	MMS + 4 Fixtures	



TABLE A: OFFENCES BY PLAYERS¹

OFFENCE CODE		OFFENCE DESCRIPTION	GRADING GUIDELINES	INCIDENCE	PARTICIPANT SANCTION	
RED CARD	GRADING				SUSPENSION (Minimum)	SUSPENSION (Maximum)
	04-01	<i>In addition, a player who, when not challenging for the ball, deliberately strikes an opponent or any other person on the head or face with the hand or arm, is guilty of violent conduct unless the force used was negligible.</i>	Grade 4 – Clearly or repeatedly making forceful contact with an opponent or any other person or is responsible for a melee Gr2(e.g. holding or grabbing the throat of another player, or striking them multiple times)	First	MMS + 4 Fixtures	12 months
	04-02			Second & subsequent	MMS + 8 Fixtures	
R3	01-01	Spitting at or on an opponent or any other person	Spitting at, towards and/or on an opponent, teammate, team official, spectator or person other than a Match Official.	First	MMS + 4 Fixtures	12 months
	01-02			Second & subsequent	MMS + 6 Fixtures	
R4	01-01	Denying a goal or an obvious goal scoring opportunity (DOGSO)	DOGSO (Handball)	First	MMS	MMS
	01-02	<i>Where a player denies the opposing team a goal or an obvious goal-scoring opportunity by committing a deliberate handball offence, the player is sent off wherever the offence occurs (except a goalkeeper within their penalty area).</i>		Second & subsequent	MMS	
R5	01-01	Denying a goal or an obvious goal scoring opportunity (DOGSO) <i>Where a player commits an offence against an opponent outside of their own penalty area which denies an opponent an obvious goal-scoring opportunity and the referee awards a free kick</i>	DOGSO (Other Offence)	First	MMS	MMS



	01-02			<i>Second & subsequent</i>	MMS	
R6	01-01	Offensive, insulting, abusive, discriminatory or intimidating language and/or gestures	Grade 1 - Offensive, insulting, abusive, discriminatory language and/or gestures used in frustration or directed at another person as an isolated incident	<i>First</i>	MMS	12 months
	<i>Second & subsequent</i>			MMS + 1 Fixture		
	02-01		Grade 2 - Offensive, insulting, abusive, discriminatory language and/or gestures in frustration or directed at another person repeatedly or in a sustained manner	<i>First</i>	MMS + 2 Fixtures	12 months
	02-02			<i>Second & subsequent</i>	MMS + 4 Fixtures	
	03-01		Grade 3 – Threatening or intimidating language and/or conduct directed at another person including a threat of physical violence toward that person, their family or property	<i>First</i>	MMS + 4 Fixtures	12 months
	03-02			<i>Second & subsequent</i>	MMS + 8 Fixtures	
R7	01-01	Second caution or receiving two Temporary Dismissals in the same match	Second Yellow Card in a Match	<i>First</i>	MMS	MMS
	01-02			<i>Second & subsequent</i>	MMS	

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

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

³ A Suspension issued to a Participant aged 14 years of age or under may be considered under section 13.12. Appropriate mentoring, education, and rehabilitation relevant to the offence may form part of the Suspension.



TABLE B: OFFENCES BY PARTICIPANTS AGAINST MATCH OFFICIALS*

OFFENCE CODE	OFFENCE DESCRIPTION	GRADING	INCIDENCE	PARTICIPANT SANCTION	
				SUSPENSION (Minimum)	SUSPENSION (Maximum)
01-01	Fail to abide by or comply with a direction of a Match Official	N/A	First	MMS	24 months
01-02			Second & subsequent	MMS + 1 Fixture	
02-01	Disputing a decision of a Match Official, dissent or unsportsmanlike/unprofessional behaviour <i>[R6 for Players]</i>	N/A	First	MMS	24 months
02-02			Second & subsequent	MMS + 1 Fixture	
03-01	Offensive, insulting, abusive, discriminatory or intimidating language and/or gestures at a match official <i>[R6 for Players]</i>	Grade 1 - Offensive, insulting, abusive, discriminatory language and/or gestures directed at a match official as an isolated incident	First	MMS + 2 Fixtures	24 months
03-02			Second & subsequent	MMS + 3 Fixtures	
04-01		Grade 2 - Offensive, insulting, abusive, discriminatory language and/or gestures in frustration or directed at a match official repeatedly or in a sustained manner	First	MMS + 4 Fixtures	24 months
04-02			Second & subsequent	MMS + 6 Fixtures	
05-01		Grade 3 – Threatening or intimidating, discriminatory language and/or conduct directed at a match official including a threat of physical violence toward them, their family or property	First	MMS +6 Fixtures	24 months
05-02			Second & subsequent	MMS + 9 Fixtures	
06-01	Inappropriate contact with a Match Official <i>[R2 for Players]</i>	Deliberate, or an attempt to make, inappropriate contact with a match official (e.g. a player ‘dropping a shoulder’ into a match official)	First	MMS + 1 Fixtures	24 months
06-02			Second & subsequent	MMS + 2 Fixtures	
07-01	Pushing or tripping a Match Official <i>[R2 for Players]</i>	A deliberate, or an attempt to, push or trip against a match official	First	12 months	Life
07-02			Second & subsequent	24 months	
08-01	Striking a Match Official <i>[R2 for Players]</i>	Striking a match official on the head, face or any other part of their body with a hand, arm, leg, foot, head or object	First	24 months	Life
08-02			Second & subsequent	24 months	
09-01	Spitting at or on a Match Official <i>[R3 for Players]</i>	Spitting at, towards and/or on a match official	First	12 months	Life
09-02			Second & subsequent	24 months	

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



1 A Suspension issued to a Participant aged 14 years of age or under may be considered under section 13.12. Appropriate mentoring, education, and rehabilitation relevant to the offence may form part of the Suspension.

TABLE C: OTHER OFFENCES BY MEMBERS*

OFFENCE CODE	OFFENCE DESCRIPTION	INCIDENCE	PARTICIPANT SANCTION		CLUB SANCTION	
			SUSPENSION (Minimum)	SUSPENSION (Maximum)	FINE \$ (Minimum)	OTHER (Minimum)
01-01	Unauthorised entry onto the Field of Play	First	1 Fixture	12 months	Such penalty as the Executive or the Tribunal determines (if any)	
01-02		Second & subsequent	2 Fixtures			
02-01	Failure to abide by or comply with a reasonable direction of an Official (other than a Match Official) or BDSFA employee or representative in relation to conduct and/or behaviour at a Match	First	1 Fixture	12 months	Such penalty as the Executive or the Tribunal determines (if any)	
02-02		Second & subsequent	2 Fixtures			
03-01	Unsportsmanlike or unprofessional behaviour	First	2 Fixtures	12 months	Such penalty as the Executive or the Tribunal determines (if any)	
03-02		Second & subsequent	4 Fixtures / 1 month			
04-01	Failure to provide a safe environment for Participants or to maintain public order at a Match	First	4 Fixtures / 1 month	12 months	\$500	Such penalty as the Executive or the Tribunal determines (if any)
04-02		Second & subsequent	8 Fixtures / 2 months		\$1,000	Such penalty as the Executive or the Tribunal determines (if any)
05-01	Failure to provide identifying details of an individual when reasonably requested to do so by a Match Official or BDSFA employee or representative	First	1 Fixture	12 months	\$500	Such penalty as the Executive or the Tribunal determines (if any)
05-02		Second & subsequent	2 Fixtures		\$1,000	Such penalty as the Executive or the Tribunal determines (if any)
06-01	Use offensive, insulting, discriminatory or abusive language and/or gestures (See Table A, R6 Grade 1)	First	MMS	12 months	Such penalty as the Executive or the Tribunal determines (if any)	
06-02		Second & subsequent	MMS + 1 Fixtures			
07-01	Use offensive, insulting, discriminatory or abusive language and/or gestures (See Table A, R6 Grade 2)	First	MMS + 2 Fixtures	12 months	Such penalty as the Executive or the Tribunal determines (if any)	
07-02		Second & subsequent	MMS + 4 Fixtures			



TABLE C: OTHER OFFENCES BY MEMBERS*

OFFENCE CODE	OFFENCE DESCRIPTION	INCIDENCE	PARTICIPANT SANCTION		CLUB SANCTION	
			SUSPENSION <i>(Minimum)</i>	SUSPENSION <i>(Maximum)</i>	FINE \$ <i>(Minimum)</i>	OTHER <i>(Minimum)</i>
08-01	Use offensive, insulting, discriminatory or abusive language and/or gestures (See Table A, R6 Grade 3)	First	MMS + 4 Fixtures	12 months	Such penalty as the Executive or the Tribunal determines (if any)	
08-02		Second & subsequent	MMS + 8 Fixtures			
09-01	Provocation or incitement of hatred or violence	First	4 Fixtures	12 months	Such penalty as the Executive or the Tribunal determines (if any)	
09-02		Second & subsequent	8 Fixtures			
10-01	Use of discriminatory, homophobic, racist, religious, ethnic or sexist language and/or gestures. <i>Any sanction applied is in addition to the sanction issued in respect of an R6 Offence or equivalent, if applicable</i>	First	2 Fixtures	12 months	\$500	Such penalty as the Executive or the Tribunal determines (if any)
10-02		Second & subsequent	4 Fixtures		\$1,000	
11-01	Participating in a Melee	First	2 Fixtures	12 months	\$500	Such penalty as the Executive or the Tribunal determines (if any)
11-02		Second & subsequent	4 Fixtures		\$1,000	
12-01	Instigator of a Melee	First	4 Fixture	12 months	\$1,000	Such penalty as the Executive or the Tribunal determines (if any)
12-02		Second & subsequent	6 Fixtures		\$2,000	
13-01	Violent conduct	First	4 Fixtures	Life	\$1,000	Such penalty as the Executive or the Tribunal determines (if any)
13-02		Second & subsequent	6 Fixtures		\$2,000	
14-01	Damaging property/equipment	First	2 Fixtures	12 months	\$500	Cost of repair/replace property & equipment
14-02		Second & subsequent	8 Fixtures		\$1,000	
15-01	Contempt against a Body	First	4 Fixtures / 1 month	5 years	Such penalty as the Executive or the Tribunal determines (if any)	
15-02		Second & subsequent	8 Fixtures / 2 months			
16-01	Breach of the prohibition on dual registration (as per article 4.10 of the FA National Registration)	First	8 Fixtures / 2 months	24 months	\$1,000	Loss of 3 competition points



TABLE C: OTHER OFFENCES BY MEMBERS*

OFFENCE CODE	OFFENCE DESCRIPTION	INCIDENCE	PARTICIPANT SANCTION		CLUB SANCTION	
			SUSPENSION (Minimum)	SUSPENSION (Maximum)	FINE \$ (Minimum)	OTHER (Minimum)
16-02	Regulations)	Second & subsequent	12 Fixtures / 3 months		\$1,500	Loss of 6 competition points
17-01	Breach of BDSFA Rules and Regulations or FA National Registration Regulations relating to registration (other than dual registration) and/or competitions	First	Any penalty or sanction prescribed by the relevant rules and regulations and, if none, such penalty as the Executive or the Tribunal determines			
17-02		Second & subsequent				
18-01	Possessing a Prohibited Item at a Match, Fixture or BDSFA event	First	2 years	Life	\$1,000	N/A
18-02		Second & subsequent	5 years		\$5,000	Loss of 3 competition points
19-01	Throwing missiles including, but not limited to, on to the Field of Play or at other Spectators	First	2 years	Life	\$1,500	Loss of 3 competition points
19-02		Second & subsequent	5 years		\$3,000	Loss of 6 competition points
20-01	Bring in to (or attempting to bring into) a stadium, venue, ground or centre national or political flags or emblems (except for the recognised national flags of any of the competing teams) or insulting, offensive, inappropriate, religious or political banners or slogans, whether written in English or a foreign language	First	2 years	Life	\$1,000	Loss of 3 competition points
20-02		Second & subsequent	5 years		\$2,000	Loss of 6 competition points
21-01	Letting off incendiary device(s) or fire(s)	First	2 years	Life	\$1,500	Loss of 3 competition points
21-02		Second & subsequent	5 years		\$5,000	Loss of 6 competition points
22-01	Breach of a Suspension, Notice of Suspension or Determination	First	Such penalty as the Executive or the Tribunal determines but no less than what is prescribed in the BDSFA Competition Regulations		Such penalty as the Executive or the Tribunal determines	
22-02		Second & subsequent				
23-01	Betting, match-fixing or corruption (as per clause 4 of the FA Code of Conduct)	First	Such penalty as the Executive or the Tribunal determines		Such penalty as the Executive or the Tribunal determines (if any)	
23-02		Second & subsequent				
24-01	Breach of the FNSW Privacy Policy, the FA Privacy Policy or any privacy policy applicable to a Member's collection, use and disclosure of personal information	First	Such penalty as the Executive or the Tribunal determines		Such penalty as the Executive or the Tribunal determines (if any)	
24-02		Second & subsequent				
25-01	Breached Misconduct Regulations section 16.4(f) and/or 16.4(g)	First	Such penalty as the Executive or the		Such penalty as the Executive or the	



TABLE C: OTHER OFFENCES BY MEMBERS*

OFFENCE CODE	OFFENCE DESCRIPTION	INCIDENCE	PARTICIPANT SANCTION		CLUB SANCTION	
			SUSPENSION (Minimum)	SUSPENSION (Maximum)	FINE \$ (Minimum)	OTHER (Minimum)
25-02		Second & subsequent	Tribunal determines		Tribunal determines (if any)	
26-01	Detrimental Public Comment (including Media and Social Media)	First	8 Fixtures / 2 months	Such penalty as the Executive or the Tribunal determines	\$1,000	Such penalty as the Executive or the Tribunal determines (if any)
26-02	Including but not limited to, comments that: Denigrate; BDSFA (including its staff and Board), FNSW, FA or any of their commercial partners; other Members of the BDSFA, Participants Criticise; the outcome of any BDSFA investigations, the decision of a Body, a Body or any of its members, evidence, submissions or other comments made by any person at or in relation to a matter or hearing before a Body.	Second & subsequent	16 Fixtures / 4 months		\$2,000	
27-01	Other action or behaviour in breach the FFA Code of Conduct, the FA National Registration Regulations, the FA Spectator Code of Behaviour and/or the FA National Member Protection Policy not identified elsewhere in this Table	First	Such penalty as the Executive or the Tribunal determines		Such penalty as the Executive or the Tribunal determines (if any)	
27-02		Second & subsequent				
28-01	Participant or Member failing to provide or providing false/misleading information to BDSFA or a Body	First	Such penalty as the Executive or the Tribunal determines	Such penalty as the Executive or the Tribunal determines	Such penalty as the Executive or the Tribunal determines (if any)	
28-02		Second & subsequent				
29-01	Failure to comply with section 17.4(f) of these Regulations (restrictions imposed on Participants after receiving a Red Card or being Expelled during a Match). Any sanction applied is in addition to the sanction issued in respect of the Red Card Offence or the Expulsion Offence.	First	1 Fixture	12 months	Such penalty as the Executive or the Tribunal determines (if any)	
29-02		Second & subsequent	2 Fixtures			
30-01	Threatening or intimidating language or conduct towards an individual	First	4 Fixtures	24 months	Such penalty as the Executive or the Tribunal determines (if any)	
30-02		Second & subsequent	8 Fixtures			
31-01	Threat of physical violence towards an individual or their family or property	First	3 months	24 months	Such penalty as the Executive or the Tribunal determines (if any)	
31-02		Second & subsequent	12 months			
32-01	Interfering with, or delaying the restart of, play	First	1 Fixture	12 months	Such penalty as the Executive or the Tribunal determines (if any)	
32-02		Second & subsequent	2 Fixtures			



TABLE C: OTHER OFFENCES BY MEMBERS*

OFFENCE CODE	OFFENCE DESCRIPTION	INCIDENCE	PARTICIPANT SANCTION		CLUB SANCTION	
			SUSPENSION <i>(Minimum)</i>	SUSPENSION <i>(Maximum)</i>	FINE \$ <i>(Minimum)</i>	OTHER <i>(Minimum)</i>
33-01	Spitting at or on a Player, Spectator, Club Official, Team Official, BDSFA or Football NSW employee or representative L	<i>First</i>	12 months	Life	Such penalty as the Executive or the Tribunal determines (if any)	
33-02		<i>Second & subsequent</i>	2 years			

* The offences set out in Tables B and C are not intended to be exhaustive and the Executive may bring any charge pursuant to section 16.4 against a Member.

Table C sets out the Minimum and Maximum Sanctions that may be imposed by the Executive or a Tribunal for the offences set out in that Table. The Executive or a Tribunal may impose any of the other sanctions set out in Table D in addition to a Suspension or Sanction. For example, a Player who receives a four (4) Fixture Suspension for using offensive, insulting or abusive language and/or gestures towards a Match Official may also be required to successfully complete a referee’s course and be required to officiate a number of Matches.

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

¹ A Suspension issued to a Participant aged 14 years of age or under may be considered under section 13.12. Appropriate mentoring, education, and rehabilitation relevant to the offence may form part of the Suspension.

**TABLE D: SANCTIONS IMPOSED BY A BODY OR THE EXECUTIVE**

Number	Type of sanction, order or measure
1	a warning, caution or reprimand
2	a suspended sanction but subject to section 13.12
3	a fine, bond or costs
4	a deduction or loss of competition points or a ban on accruing competition points for a specified period of time or number of Matches or Fixtures
5	a ban on the registration or transfer of Players for a specified period of time
6	ban on registration of Participant with any Club for a specified period of time
7	replaying of a Match
8	termination of registration of a Participant
9	annulment of registration of a Participant
10	suspension from participation in a Match, Fixture, Event, Tournament or Competition
11	exclusion, suspension or expulsion from a Competition, Event or Tournament
12	a ban on playing in a particular stadium, venue, ground or centre
13	full or partial closure of a stadium, venue, ground or centre
14	order to play a Match on a neutral territory
15	annulment of the result of any Match or forfeiture of any Match
16	relegation to a lower division
17	the return of an award
18	a ban from the dressing rooms and/or the substitutes' bench
19	a ban from entering any stadium, venue, ground or centre
20	a ban on taking part in any or all Football Related Activity
21	the cost to BDSFA of providing security at a stadium, venue, ground or centre for a specified period of time or number of Matches or Fixtures
22	the successful completion of a referee's course and/or the requirement to officiate a number of matches
23	the compulsory attendance at a course(s) of education or rehabilitation (for example, an anger management course)



24	order to repair, or pay the cost of the repair (or replacement), of property or equipment
25	such other disciplinary sanctions or measures as are appropriate in all the circumstances, including as prescribed in the FIFA Statutes, FA Rules and Regulations and BDSFA Rules and Regulations.

**Schedule 4: APPLICATION FEES****Administrative (Section 7.3)**

Nature of matter	Fee
Challenge on the basis of mistaken identity (section 7.3)	Nil

Disciplinary Committee (Section 8.2)

Nature of matter	Fee
Challenging a Notice of Suspension (Red Card Offence) (section 8.2)	\$250

General Purposes Tribunal (Section 9)

Nature of matter	Fee
Referral of a matter to General Purpose Tribunal	\$400
Lodgment of a Grievance (section 9.3)	\$500

Appeals Tribunal (Section 10)

Nature of matter	Fee
Appeal against decision in respect of a challenge (mistaken identity) (section 7.4)	\$500
Appeal from a decision of the Disciplinary Committee (Red Card Offence) (section 8.3)	\$500
Appeal from any decision of the General Purposes Tribunal (section 9.8)	\$750

PAYMENT IS TO BE MADE BY ELECTRONIC TRANSFER INTO THE BANK ACCOUNT SET OUT BELOW AND A COPY OF THE PROOF OF TRANSFER IS TO BE EMAILED TO BDSFA ALONG WITH THE RELEVANT PRESCRIBED FORM:

**BDSFA LIMITED
COMMONWEALTH BANK LTD,
ACCOUNT NAME: BLACKTOWN & DISTRICTS
SOCCER FOOTBALL ASSOCIATION,
BSB: 062 121,
ACCOUNT NUMBER: 00909770.
PLEASE TYPE THE PARTICIPANT'S OR CLUB'S
NAME AS THE REFERENCE WHEN MAKING
THE TRANSFER**

Please note - invoices will not be issued by BDSFA prior to payment of the fees in this Schedule 4



Significant Changes from 2025 G&D's are located at:

- 3. Jurisdiction (a) ii
- 5.2 Composition of a Body (d)
- 7.7 NEW - Submission of Video Evidence to BDSFA
- 9.1 NEW - Jurisdiction (c)
- 9.2 Charges of Misconduct. (i) v
- 9.2 Charges of Misconduct. (l)
- 9.8 Appealing a decision of the General Purposes Tribunal (b) v
- 10.6 Appeals against a decision of a Member Appeals Committee (b) ix
- 13.5 Legal Representation
- 13.11 General conduct of Tribunal hearings (a) & (f)
- 13.18 NEW - Contempt against a Tribunal (a) vii
- 13.26 BDSFA Representative
- 14.3 Suspension for investigation by government authority or other organisation
- 15.6 NEW - Fixture Suspensions (q)
- 15.9 Recognition of Suspensions (a)
- 16.3 NEW - Non-Financial Conduct – Participants (a), (b) & (c)
- 17.6 Red Card Offences
- 17.7 Accumulation of Red Cards
- 19 Spectators and Supporters (c)

Schedule 1 Definitions

Schedule 3 Table A, R2 04-01/04-02

Table C, 13-01/13-02, Insert 30-01 to 33-02.