



**NORTHERN  
SUBURBS  
FOOTBALL**  
EST. 1957

## COMPETITION REGULATIONS

### 4. GRIEVANCE AND DISCIPLINE

2024

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## 4.1 INTRODUCTION

- (a) These Regulations are made under Clause 6.1 of the Northern Suburbs Football Association Limited's Regulations, adopted on 17 February 2014, and came into operation on 21<sup>st</sup> March, 2023. The Board of Directors of Northern Suburbs Football Association Limited (NSFA Ltd.) has the power under its Association Regulations to amend, delete or add to these Regulations from time to time, including during a Season. The latest version of these Regulations can be found on NSFA Ltd.'s website which can be accessed [here](#).
- (b) These Regulations operate in conjunction with the Football NSW (FNSW) Grievance and Disciplinary Regulations.
- (c) In the event of a conflict between the terms of these Regulations and FNSW Grievance and Disciplinary Regulations, the terms of FNSW Grievance and Disciplinary Regulations will apply.
- (d) NSFA Ltd. reserves the right to deal with any Member in respect of any offences, complaints or concerns and other matters not specifically provided for in these Regulations, including, but not limited to, taking steps, at NSFA Ltd.'s absolute discretion, to ensure safety as far as reasonably practicable.
- (e) In the case of a Regulation being interpreted in two or more different ways, NSFA Ltd. reserves the right to determine which interpretation is valid. Any such determination is final and not subject to appeal.
- (f) NSFA Ltd. may choose not to enforce a term of these Regulations in some cases, in its absolute discretion, without affecting its right to enforce that term in other cases.
- (g) 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.
- (h) In these Regulations, unless the context requires otherwise, capitalised terms will have the meaning set out in **Section 4.2: Glossary of Terms**.
- (i) Headings and examples are for convenience only and do not affect interpretation.
- (j) 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. "working day" means a day when the offices of NSFA Ltd. 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.
- (k) The Schedules form part of these Regulations.

## 4.2 GLOSSARY OF TERMS

- **Appeals Board** or **AB** – Appeals Board of NSFA Ltd – the NSFA Tribunal appointed by the Board of Directors of NSFA Ltd. to hear appeals from matters heard by the PD&DC.
- **Appellant** – individual or organisation initiating an appeal.
- **Association** – Northern Suburbs Football Association Limited.
- **Board** – Board of Directors of NSFA Ltd.
- **CEO** – Chief Executive Officer of NSFA Ltd.
- **Club** – means any club registered with FA, FNSW and/or NSFA Ltd. 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 Official** – means any person involved with the administration, management or organisation of a Club, Centre, Referees' Body or an affiliated club (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** – any round-robin Premiership division
- **Complainant** – individual or organisation initiating a complaint or dispute.
- **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, NSFA Regulations or the rules and regulations of the other Member(s).
- **Determination** – means a decision, as set out in a prescribed form, in response to a matter heard by a NSFA Tribunal.
- **Evidence** – means documents, signed written statements made by parties or witnesses, video and/or audio evidence and the relevant Match Official Reports.
- **Exceptional circumstances** – 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. The following are not exceptional circumstances:
  - 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 the Table of Offences.
  - The point in the Match at which the Offence was committed.
  - The conduct, including actions, words or actions of any Participant or Spectator during or related to the Match; and
  - Any disciplinary decision taken or failure to take a disciplinary decision by a Match Official during the Match.
- **Ex parte determination** – a determination made by a NSFA Tribunal while the interested party was not in attendance at a hearing.
- **FA**- Football Australia
- **Field of play** – the area within the sidelines and goal lines, as defined under Law 1 of the FIFA Laws of the Game.
- **FIFA** – Federation Internationale de Football Association: world governing body of football.

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- **Fixture** – First grade and Reserve grade matches combined in a squad division or a single match in a single-team division in a round.
- **Fixture Suspension** – specifies the number of fixtures the person sanctioned is suspended for.
- **FNSW** – Football New South Wales
- **Knock-out** – teams continue to compete until defeated.
- **Laws of the Game** – The International Football Association Board’s Laws of the Game.
- **Legal representative** – advisor who is admitted to the legal profession in Australia or who holds a valid practising certificate from the Law Society of NSW or any other Australian jurisdiction.
- **Match** – a single meeting of two teams to play football in a Competition.
- **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, NSFA Ltd., a Referees’ Body, a Centre or a Club 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 (which sets out details of any Red Card Offences and/or Expulsion Offences issued during the Match including the categorisation of Offences) or a Match Incident Report (which sets out details of any serious incidents which took place and should include details concerning any misbehaviour on the part of Spectators, Team Officials and Club Officials).
- **Matter** – means any complaint, dispute, protest, allegation of disciplinary breach or appeal heard by a NSFA Tribunal.
- **Member** – means for the purposes of these Regulations a NSFA Member affiliated club, a Team, a Referees’ Body or a Participant.
- **MMS** – Mandatory Match (Fixture) Suspension which applies to all players and officials sent from the field of play or technical area.
- **MPIO** – Member Protection Information Officer
- **NSFA Ltd.** – Northern Suburbs Football Association Limited.
- **NSFA Tribunal** – means the decision-making bodies that hear matters under these Regulations, namely the PD&DC and AB.
- **NSFRA** – Northern Suburbs Football Referees Association [BOD 03/24](#)
- **Offences** – means those offences set out in the Tables of Offences in Schedule 1 of these Regulations
- **Official** – means a Team Official, Club Official, Match Official or Association Member 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.
- **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.
- **Premier League** – Highest division in Senior Men’s and Senior Women’s All Age football.
- **Premiers** – team that finishes first in each premiership competition.

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- **Premiership** – round-robin competition.
- **Protests, Disputes & Disciplinary Committee** or **PD&DC** – PD&DC of NSFA Ltd. – the NSFA Tribunal appointed by the Board to hear all matters, excluding appeals.
- **Respondent** – individual or organisation that is the subject of a complaint or dispute.
- **Round Robin** – all teams play the other teams in the competition over a set time period an equal number of times
- **Sanction** – action taken by PD&DC including suspension, fine or other punishments as prescribed.
- **Season** – period between April 1 and August 31 in which NSFA Ltd. operate competitions and tournaments.
- **Spectating** – means attendance at a stadium, venue, ground or Centre during any match, competition, or training session sanctioned or administered by NSFA Ltd. or NSFA Member.
- **Spectator** – means a person in attendance at a stadium, venue, ground or Centre during any match, competition, or training session sanctioned or administered by NSFA Ltd. or NSFA Member.
- **Supporter** – means the supporter of a Club and includes, without limitation, Club members and a Club’s active supporter groups.
- **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, Club, Branch, Centre or Member.
- **Technical Area** – designated, marked area where only named substitutes and Team Officials may sit during a match, as defined under Law 1 (9: Technical area) of the Laws of the Game.
- **Tournament** – any knock-out Cup or Shield

### 4.3 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 and incidents, and all disciplinary, dispute and conduct matters involving Member and non-Member Participants.
- (d) To ensure consistency and transparency of approach are evident and present in all aspects of handling all Grievances and incidents, and all disciplinary, dispute and conduct matters involving Member and non-Member Participants under these Regulations.

### 4.4 JURISDICTION

- (a) These Regulations will apply exclusively to facilitate the expeditious and fair resolution of:

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- i. Any offence on the field of play in accordance with Schedule 1's Tables of Offences under these Regulations;
  - ii. Any reports or complaints of misconduct by Participants, including, but not limited to players, registered coaches, managers and club officials and spectators;
  - iii. Any protests by affiliated clubs against a decision of a NSFA Ltd., a committee or a sub-committee;
  - iv. Any matter referred by the Board, CEO or MPIO; and
  - v. Any appeals arising from determinations made by the PD&DC.
- (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, or disciplinary, dispute and conduct matters by recourse to 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 person 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.

## 4.5 AUTHORITY TO ESTABLISH TRIBUNALS

- (a) The authority to establish tribunals is vested in the Board under its Association Regulations.
- (b) Under Clause 9 of its Association Regulations, the Board has appointed the Protests, Disputes and Disciplinary Committee (PD&DC) to hear grievances, incidents, and disciplinary, dispute and conduct matters.
- (c) Under Clause 10 of its Association Regulations, the Board appointed the Appeals Board (AB) to determine appeals from the PD&DC.

## 4.6 OFFENCES

### 4.6.1 SEND OFF OFFENCES

A referee may send a player from the field as prescribed in the Laws of the Game - Law 12 if guilty of any of the following offences:

- R1 - Serious foul play.
- R2 - Violent conduct.
- R3 - Biting or spitting at someone.
- 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/her penalty area);



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- 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 penalty kick.
- R6 - Using offensive, insulting or abusive language and/or actions.
- R7 - Receiving a second caution in the same match.

### 4.6.2 PLAYERS SENT OFF

- (a) Players sent from the field shall incur a mandatory one (1) fixture suspension (MMS), to be served in the next fixture played by the team for which they were playing when sent off or their previously nominated or aligned knockout tournament team (See Section 4.12 of these Regulations for exceptions). The MMS may only be waived under the following circumstances:
- i. Send off is subsequently withdrawn by NSFRA; or **BOD 03/24**
  - ii. Player can prove mistaken identity at the next PD&DC hearing after the match. Players must stand down from any fixtures for which they are eligible played before the next PD&DC hearing.
- (b) At the termination of the match, the team manager must ask the referee to inform them of the offence for which the referee has sent the player off.
- (c) Players sent off may not play in any subsequent match on the same day as the match in which the send-off occurred. Such matches will not count as part of any subsequent suspension imposed.
- (d) If a referee sends a player from the field for any of **R4**, **R5** or **R7** the MMS shall apply. There is no right to protest the send-off.
- (e) If a player is sent from the field for any of **R1** or **R2**:
- i. The player may either:
    - i. Appear at the next scheduled PD&DC hearing to challenge the send-off; or
    - ii. Accept the mandatory minimum sanction prescribed in Schedule 1's Tables of Offences.
  - ii. If a player does not appear at the next PD&DC hearing, the PD&DC will deem that they have accepted the imposition of the mandatory minimum sanction and that they may not appeal or protest the send-off or the imposition of the mandatory minimum sanction.
  - iii. If a player opts to accept the mandatory minimum penalty, the PD&DC reserves the right to call the player to attend the next PD&DC hearing and increase the sanction if it finds the player guilty. The PD&DC may impose a sanction greater than the MMS by one (1) or more fixtures up to the maximum number of fixtures for that offence.
  - iv. A player cited to attend a PD&DC hearing may not play until they appear.
- (f) If a player is sent from the field for **R3** or **R6**:
- i. **Attendance at the next PD&DC hearing is compulsory.**
  - ii. If a player fails to attend the next PD&DC hearing, the Chair of the PD&DC will issue a notification, informing the player of their suspension until they do appear.
  - iii. Where the reason for not appearing is inadequate, as determined by the PD&DC in their absolute discretion, the PD&DC may or may not include any fixtures missed prior to appearance in any subsequent suspension.
- (g) Players sent from the field of play for any of the offences of R1, R2, R3 and R6 for a second or subsequent time in a season will receive a sanction as outlined in Schedule 1 of these Regulations.

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- (h) In accordance with the Laws of the Game, a Match Official may send a player from the field of play after the game has concluded and up until the Match Official has left the field of play.
- (i) In accordance with the Laws of the Game, a player is not permitted to remain in the Technical Area after being sent from the field of play.

### 4.6.3 CAUTION OFFENCES

A referee may caution players as prescribed for in the **Laws of the Game – Law 12** if guilty of any of the following offences:

- Y1 – Unsporting behaviour.
- Y2 - Dissent by word or action.
- Y3 – Persistent offences.
- Y4 – Delaying the restart of play.
- Y5 - Failing to respect the required distance when play is restarted with a corner kick, free kick or throw-in.
- Y6 – Entering, re-entering or deliberately leaving the field of play without the referee’s permission.

### 4.6.4 PLAYERS CAUTIONED

- (a) The PD&DC records cautions as it receives them.
- (b) There is no right to challenge a caution received at a PD&DC hearing.
- (c) When a player or Team Official receives four (4) official cautions in the Premiership season for a competition team, they shall serve a mandatory one (1) match suspension. The player or Team Official will be notified in writing of a suspension for accumulating four (4) official cautions and the suspension must be served in the next match played by that person’s first-registered team or any previously nominated or aligned knockout tournament team.
- (d) When a player or Team Official has received a further two (2) official cautions in the Premiership season for any competition team, making a total of six (6), they shall serve a mandatory two (2) match suspension. The player or Team Official will be notified in writing of a suspension for accumulating six (6) official cautions and the suspension must be served in the next two (2) fixtures played by that person’s first-registered team or any previously nominated or aligned knockout tournament team.
- (e) Any player or Team Official who receives seven (7) or more official cautions in the Premiership season for any competition team will receive a mandatory one (1) fixture suspension and will receive notification to appear before the PD&DC, which may apply a further sanction.
- (f) The accumulation of cautions does not continue for the Finals Series. However, outstanding suspensions from accumulation of cautions in the Premiership season or in tournaments as per Section 4.11(e) of these Regulations, must be served in the player’s next finals series match(es).
- (g) Any player who receives two (2) official cautions (not in the same match) in a knockout tournament will receive a one (1) match suspension from their next tournament match (See Section 4.11(e) for exceptions). **BOD 03/24**
- (h) Where a Match Official has sent a player from the field for the offence of R7, neither caution will count towards that player’s accumulated cautions.
  - i. If, however, the player receives a caution during a match and subsequently the Match Official sends the player from the field for any of the other Send

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Off Offences, listed under Section 4.6.1, the caution will count to the player's accumulated cautions.

### 4.6.5 SANCTIONS FOR TEAM OFFICIALS

- (a) Match Officials may caution any registered Team Official that commits any of the following offences as described in **Section 4.6.3** of these Regulations: Y1, Y2 and Y6.
- (b) Match Officials may send from the Technical Area any registered Team Official that commits any of the following offences as described in **Section 4.6.1** of these Regulations: R2, R3, R6 and R7.
- (c) Team Officials are not permitted in the vicinity of the field while serving a suspension.
- (d) The Chair of the PD&DC will notify Team Officials of any mandatory suspension applied prior to that official's next fixture.
- (e) Team Officials sent from the technical area shall incur a Mandatory one (1) fixture Suspension (MMS) that they must serve in the next fixture played by his/her team. The MMS may only be waived under the following circumstances:
  - i. Send-off is subsequently withdrawn by NSFRA; or **BOD 03/24**
  - ii. The Team Official can prove mistaken identity at the next PD&DC hearing after the match.

## 4.7 PROTESTS, DISPUTES & DISCIPLINARY COMMITTEE (PD&DC)

### 4.7.1 MEMBERSHIP OF THE PD&DC

- (a) As per Clause 9.2 of NSFA Ltd.'s Association Regulations, the Board shall appoint a Chair to the PD&DC. The Chair shall then appoint five (5) suitable persons to the PD&DC who are independent and at arm's length of any party involved before the PD&DC. No fewer than three (3) members of the PD&DC, in addition to the Chair, must sit on any hearing before the PD&DC.
- (b) The Chair of the PD&DC may roster a delegate from a NSFA affiliated club to sit on the PD&DC panel on a rotating basis. The club delegate is to be a member of that club's management/executive committee/board. It is mandatory for the nominated club to send a delegate to the PD&DC when requested. **BOD 03/24**
- (c) No member of the PD&DC may arbitrate on any matters that have a direct bearing on the member's club.
- (d) In the absence of the Chair of the PD&DC at any hearing, one PD&DC member shall act as Chair.
- (e) As per Clause 9.3 of NSFA Ltd.'s Association Regulations, the PD&DC shall report directly to the CEO.

### 4.7.2 JURISDICTION OF PD&DC

- (a) The PD&DC shall receive all send-off reports, caution reports and incident reports submitted by Match Officials, club officials or any other person acting as a Match Official and determine any action it may take.
- (b) The PD&DC shall hear all formal disputes and complaints by affiliated clubs and organisations and matters referred to it by the Board, against clubs, players,

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officials and spectators arising from incidents occurring under the jurisdiction of the Association and determine appropriate action, including sanctions, where required.

- (c) The PD&DC shall hear all matters referred to it by the MPIO under NSFA Regulation 6 - "Member Protection Policy".

### 4.7.3 DETERMINATIONS OF THE PD&DC

- (a) The PD&DC has the power to:
- i. Conduct its meetings whenever it may determine. Meetings may be cancelled if there are no outstanding cases and no fixtures were played on the previous weekend.
  - ii. Determine if a Participant is guilty or not guilty of an offence.
  - iii. Determine if it will charge any person with an offence(s) because of any incident reports submitted by Match Officials or any complaint received from individuals, clubs, or other organisations or from matters referred by the Board or the MPIO.
  - iv. Request any relevant party to attend a hearing to seek further information in relation to any complaint received from individuals, member clubs or other affiliated organisations or from matters referred by the Board or the Association MPIO. The Committee may charge any person or persons because of any evidence given at such hearing.
  - v. Set whatever sanctions it considers appropriate, within the guidelines set out by FNSW. These may include, but are not limited to, a finding, directive, suspension (either for one (1) or more fixtures or until a specified date), fine or such other action as reasonably determined by the PD&DC.
  - vi. Apply mandatory sanctions if applicable.
  - vii. Sanction Participants until a specified date (Time Suspension) or for one or more fixtures (Fixture Suspension) as the PD&DC sees fit.
  - viii. Impose bonds and/or fines as appropriate.
  - ix. Recommend to the Board that a club or team be suspended, disqualified, or disaffiliated as the PD&DC sees fit.
  - x. Make decisions that maintain the integrity and fairness of competitions.
  - xi. The PD&DC reserves the right to defer any hearing.
- (b) Sanctions imposed by the PD&DC 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.
- (c) The PD&DC may apply Suspensions to all football activities, or any combination of football activities under the jurisdiction of NSFA Ltd. that a Participant can engage in, at the discretion of the PD&DC. These include, but are not limited to, playing, coaching, managing and serving on Club committees.
- (d) The PD&DC reserves the right to consider a player's age and past record, the severity of the offence, and other extenuating circumstances, in issuing a sanction.
- (e) The PD&DC reserves the right to fine Clubs or impose bonds on Clubs, subject to ratification by the Board.

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- (f) Where the PD&DC deems an offence to be of a relatively minor nature, the PD&DC reserves the right to issue official cautions or warnings.
- (g) Any failure to comply with a Determination of the PD&DC is deemed to be contempt of a NSFA Tribunal and may be sanctioned pursuant to Section 4.10.17.
- (h) The PD&DC is not obliged to give reasons for any determination it makes, except where:
  - i. The Offence a party is charged with is considered serious, for example such as those listed under Tables B and C of Schedule 1 of these Regulations;
  - ii. The sanction imposed by the PD&DC is greater than the Maximum Sanction or Suspension listed under Schedule 1 of these Regulations; or
  - iii. A challenge to jurisdiction has been made under Section 4.10.13.
- (i) Unless otherwise specified in these Regulations or by the PD&DC in a Determination, the imposition of a sanction has immediate effect.
- (j) All Determinations of the PD&DC remain in force unless and until reversed by the AB.

### 4.7.4 NOTIFICATION OF DETERMINATIONS OF THE PD&DC

- (a) The Chair of the PD&DC may notify a party or their nominated representative in attendance at a hearing of the PD&DC's Determination orally at the conclusion of the hearing.

## 4.8 APPEALS BOARD (AB)

### 4.8.1 MEMBERSHIP OF THE AB

- (a) As per Clauses 10.1 and 10.2 of NSFA Ltd.'s Association Regulations, the Board shall establish an Appeal Tribunal, known as the Appeals Board (AB), and appoint a panel of persons to sit on the AB.
- (b) The Chair of the AB shall be the NSFA Vice President, a NSFA Ltd. Board Member or any person nominated by the Board in their absence. The Chair shall have a casting vote only.
- (c) A quorum shall be three (3) members and the Chair (total of four (4) members). The AB shall consist of NSFA Ltd. or Club Life Members, current PD&DC panel members or Club Officials. **BOD 03/24**
- (d) As per Clause 10.4 of the NSFA Ltd.'s Association Regulations, no person on the AB may hear any appeal if that person was involved in the Determination of the PD&DC.
- (e) As per Clause 10.5 of the NSFA Ltd.'s Association Regulations, persons on the AB shall be independent of the parties to the appeal and must not hold any position with a party to the appeal whether honorary or otherwise.
- (f) The AB may make such determination as available to it pursuant to these Regulations.

### 4.8.2 STANDING TO APPEAL

- (a) The following parties have standing to lodge an appeal to the AB:

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- i. Any person, club or affiliated body that the PD&DC has sanctioned under Section 4.7 of these Regulations.
  - ii. The NSFRA may appeal any decision by the PD&DC on a matter involving misconduct towards a Match Official. **BOD 03/24**
  - iii. Any person, club or other organisation may appeal any decision by the PD&DC on a matter arising from a complaint made by that person, club or other organisation.
  - iv. The Board may refer a matter, at its sole discretion to the AB, even if the appeal is out of time, where the PD&DC has made a determination, but no party has lodged an intention to appeal.
- (b) A party must lodge an Intention to Appeal, in writing, with the AB within seven (7) days of notification of a PD&DC Determination. The party lodging the appeal must then lodge the appeal documents within seven (7) days of lodgement of Intention to Appeal. **BOD 03/24**
- (c) All appeals must include the grounds for the appeal and any evidence the party lodging the appeal wishes to present in support of the appeal. The AB will not hear the appeal until the party lodging the appeal has provided all supporting evidence.
- i. Any evidence that is not submitted as per b) above will not be permitted to be presented for the AB. **BOD 03/24**
- (d) A party lodging an appeal may request an extension to lodge an appeal, in writing to the AB. The AB shall respond to the request in writing.
- (e) Pending the issuance of the AB's Final Determination, the determination of the PD&DC has effect unless the AB makes an interim determination to the contrary.

### 4.8.3 GROUNDS OF APPEAL

- (a) Parties may only appeal a determination made by the PD&DC on the following grounds:
- i. Failure to afford procedural fairness.
  - ii. Lack of jurisdiction.
  - iii. Incorrect interpretation of the Laws of the Game and/or NSFA Regulations.
  - iv. Involves a question or principle of importance to NSFA Ltd.
  - v. Severity/Leniency of a determination and/or sanction.

### 4.8.4 DETERMINATIONS OF THE AB

- (a) The AB 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 the PD&DC in the decision the subject of the appeal;
  - 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 the PD&DC, as the case may be, could have imposed under these Regulations.

- iii. remit the matter to the PD&DC for rehearing and issue any directions or orders in relation to the rehearing of the matter that the AB deems appropriate.
- (b) No Determination made by PD&DC will be quashed or held invalid by the AB by reason only of any defect, irregularity, omission or other technicality, provided the AB is satisfied there has not been a breach in the principles of natural justice.
- (c) Any failure to comply with a Determination of the AB is deemed to be contempt of a NSFA Tribunal and may be sanctioned pursuant to Section 4.10.17 of these Regulations.
- (d) The AB will use its reasonable endeavours to issue a short oral or written summary of its Determination (Preliminary Determination) within five (5) working days of the completion of any hearing. The AB will use its reasonable endeavours to issue a full written Determination (Final Determination), within twenty-one (21) working days of the completion of any hearing.

#### 4.8.5 ABANDONED APPEALS

A party who has lodged a notice to appeal and/or paid an appeal fee may abandon an appeal prior to any hearing by giving notice to NSFA Ltd.

#### 4.8.6 APPEAL FEE

- (a) Any party with standing to lodge an appeal shall pay an appeal fee of \$500 at the time of lodging a notice to appeal. The AB will not hear the appeal until the appeal fee is paid. **BOD 03/24**
- (b) The AB will only accept payment of the appeal fee by club cheque or direct deposit into NSFA Ltd.'s bank account.
- (c) In the case of an abandoned appeal, NSFA Ltd. may, in their absolute discretion, refund the appeal fee.

### 4.9 APPEALS TO FOOTBALL NSW

- (a) Any party affected by an AB Determination that is eligible to appeal as per Section 4.8.2 of these Regulations may appeal to the Appeals Tribunal of Football NSW, as soon as reasonably practicable following the issuance of the AB's Final Determination.
- (b) As per Section 10.6(a) of FNSW's Grievance and Disciplinary Regulations, a party wanting to appeal a decision of the AB must provide documentation, to the satisfaction of FNSW, to demonstrate that the matter has proceeded in accordance with and exhausted NSFA Ltd.'s grievance and disciplinary procedures, as outlined in these Regulations, before it can be appealed to the Appeals Tribunal of FNSW.
- (c) As per Section 10.6(b) of FNSW's Grievance and Disciplinary Regulations, if a party wants to appeal an AB Final Determination, it must, within seven (7) working days of being issued with an AB Final Determination: **BOD 03/24**
  - i. pay to FNSW the relevant Application Fee (as per Schedule 4: Application Fees);
  - ii. pay any award or fine the subject of the decision to NSFA Ltd.;

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- iii. submit to FNSW a completed and signed Notice of Appeal of a decision of a Member Appeals Committee (Prescribed Form 13);
  - iv. submit to FNSW written copies of the PD&DC and AB Determinations;
  - v. submit to FNSW evidence that the matter has proceeded in accordance with and exhausted NSFA Ltd.'s rules and regulations;
  - vi. submit to FNSW a copy of NSFA Ltd.'s Constitution;
  - vii. submit to FNSW a copy of these Regulations;
  - viii. submit to FNSW any supporting material, including any additional evidence; and
  - ix. submit to FNSW any written submissions the party intends to rely on.
- (b) Where the documents to be provided under Section 10.6(b) of FNSW's Grievance and Disciplinary Regulations exceed fifty (50) pages in total, the party must deliver to the offices of FNSW 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 of FNSW, in its absolute discretion), if the requirements prescribed above are not fully complied with by the time specified, the party is deemed to have waived its right to appeal the decision to FNSW.

## **4.10 ADMINISTRATIVE PROCEDURES OF NSFA TRIBUNALS**

### **4.10.1 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 NSFA Ltd. From time to time, NSFA Ltd. may 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 NSFA Ltd. and at that party's own cost.

### **4.10.2 RESPONSIBILITY OF NSFA LTD.**

- (a) Where a NSFA Tribunal is required to hear a matter pursuant to Sections 4.7 or 4.8 of these Regulations, NSFA Ltd.:
- i. must ensure all parties to the matter are notified of the details of the NSFA Tribunal hearing,
  - ii. provide parties to the matter with a notification outlining the details relevant to the matter before the NSFA Tribunal, including but not limited to any alleged offences, grievances, protests, disputes or complaints; and
  - iii. may consult the Chair of the PD&DC or the AB, in order to confirm any directions to the parties, including, but not limited to, matters pertaining to witnesses and/or evidence.
- (b) NSFA Ltd. shall be responsible for the administrative management of matters before NSFA Tribunals; which includes, but is not limited to:
- i. issuing and receiving prescribed Notice forms, including issuing Notices to Participants cited for Offences off the field of play and notification of PD&DC Determinations listed under Section 4.7.4 of these Regulations;



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- ii. receiving and disseminating supporting evidence to NSFA Tribunal Members; and
  - iii. informing parties of their obligations to attend hearings or their rights to appeal and facilitating communications between parties and NSFA Tribunals throughout the course of proceedings. It also includes the secure retention of documents and files submitted throughout proceedings, including recordings of NSFA Tribunal or Appeal Board hearings.
- (c) In coordination with the Chair of the PD&DC, NSFA Ltd. shall:
- i. keep a record of all suspended Participants and ensure that such persons duly serve their suspensions.
  - ii. inform players and Team Officials when they are suspended after accumulating four (4) and/or six (6) or more cautions in a season for a competition team, or two (2) cautions in a season for a tournament team. A copy shall be sent to the club secretary or nominated club administrator.
  - iii. advise the CEO immediately of all serious offences charged against a Participant, such as those listed under Tables B and C of Schedule 1 of these Regulations, and those likely to result in suspensions exceeding nine (9) fixtures/6 months.
- (d) NSFA Ltd. must maintain a register of all NSFA Tribunal Determinations.
- (e) NSFA Ltd. may publish Determinations on the NSFA Ltd. website, subject to Section 4.10.21.

### 4.10.3 LEGAL REPRESENTATION

- (a) A party appearing before the PD&DC may not have a legal representative argue on their behalf during a hearing. A Club Official, who is also a legal representative, may argue on behalf of a party appearing before the PD&DC, provided they act within their official Club capacity. A legal representative may however be present at a PD&DC hearing and provide advice to the party appearing before the PD&DC.
- (b) A party who has lodged an appeal with the AB has the right to have their submissions argued on their behalf by a legal representative. However, the party must advise the AB of the details of their legal representative in their Notice of Appeal or otherwise notify the AB as soon as reasonably practicable.

### 4.10.4 MATCH OFFICIAL REPORTS, ATTENDANCE OF MATCH OFFICIALS AND NSFA DELEGATES AT NSFA TRIBUNAL HEARINGS

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- (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 NSFA Ltd. 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 telephone, if required, their physical presence at a NSFA Tribunal in relation to any matter before the NSFA Tribunal

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is not mandatory for the matter to proceed, unless otherwise so directed by the NSFA 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.
- (e) Provided that a Match Official attends a NSFA Tribunal Hearing, either by telephone or in person, they retain the right to review or provide comment on any video and/or audio evidence relied on by the party challenging the facts of the alleged event.

*If any video / audio evidence is to be presented by the party challenging the facts of the alleged event, they are required to submit to NSFA Ltd no later than by Close of Business (COB) the day before the scheduled Hearing. Failure to do so may lead to the evidence being inadmissible.*

- (f) NSFA Tribunals may request the attendance, either in-person or via teleconference or video link, of a NSFA delegate to provide advice or clarify matters related to the Tables of Offences and the Laws of the Game. **BOD 03/24**

### 4.10.5 PARENT/GUARDIAN

- (a) Unless a NSFA Tribunal determines otherwise, a party or witness who is under the age of eighteen (18) years at the date of a NSFA 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 4.10.4(a) is taken to have been complied with if the Match Official is accompanied by a representative of the Match Official's Referees Body.

### 4.10.6 ATTENDANCE AND NON-ATTENDANCE

- (a) A party may attend a NSFA Tribunal hearing in person, or, if prior approval has been given by the NSFA Tribunal, by teleconference or video link.
- (b) A party may nominate, in writing, any person to appear on the party's behalf if unable to attend in person, subject to Section 4.10.3 of these Regulations.
- (c) If any Member who has been properly notified of a NSFA Tribunal hearing fails to attend the NSFA Tribunal hearing without establishing exceptional circumstances for such failure to the satisfaction of the NSFA 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 NSFA Tribunal has the same force and effect as if it was made after a full hearing before that NSFA Tribunal at which the Member was present; and
  - ii. the NSFA Tribunal may impose sanctions as it sees fit in accordance with these Regulations for the Member's non-attendance.

#### 4.10.7 ADJOURNMENT

- (a) In the event a Member requires an adjournment of a NSFA Tribunal hearing, the Member must apply in writing to NSFA Ltd. no later than two (2) working days before the scheduled date of that NSFA Tribunal hearing.
- (b) NSFA Ltd. will refer requests for adjournment to the NSFA Tribunal and may require evidence from the Member to substantiate the basis for the request. In considering whether to grant the adjournment, the NSFA 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 NSFA Tribunal.
- (d) Members acknowledge that NSFA Tribunals meet after normal business hours and during the working week. Given the sometimes large number of parties and witnesses involved in a NSFA Tribunal hearing and the need to resolve matters in an expeditious manner, it will not always be possible to accommodate adjournment applications.

#### 4.10.8 STAY OF PROCEEDINGS

On application by a Member or NSFA Ltd., a NSFA Tribunal may order a stay of proceedings (with or without conditions).

#### 4.10.9 GENERAL CONDUCT OF NSFA TRIBUNAL HEARINGS

- (a) A NSFA Tribunal will not be bound by the rules of evidence usually applicable to proceedings in courts of law.
- (b) A NSFA Tribunal may have regard to, but will not be bound by, its previous Determinations. The PD&DC will be bound by Determinations of the AB.
- (c) All hearings must be conducted in accordance with the principles of natural justice.
- (d) A NSFA 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 NSFA Tribunal hearing, unless that chairperson determines otherwise;
  - ii. unless Section 4.10.6(c) (Non-attendance) applies, a person accused of an offence must be present (in person or via teleconference or video link) while a NSFA Tribunal receives any oral evidence against that person;
  - 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 NSFA Tribunal is empowered to:
  - i. take evidence, subject to Section 4.10.9(k). The admissibility and weight to be given to any evidence in a hearing will be at the absolute discretion of a NSFA Tribunal but Members acknowledge that less weight may be

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given to the evidence of a witness or party who is not available for cross-examination by a NSFA Tribunal;

- ii. require the attendance of any Member to give evidence;
  - iii. permit any witness to give evidence via teleconference or video link;
  - 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 NSFA Tribunal is not satisfied to the required standard 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 NSFA Tribunal in relation to the different charge(s), the NSFA Tribunal must find the Member guilty of the different charge(s) and apply the appropriate sanction. A NSFA Tribunal may, in its absolute discretion, grant a Member an adjournment for the purposes of answering the different charge(s).
- (g) Prior to a hearing, NSFA Ltd. must provide to a NSFA Tribunal a copy of a Member's Disciplinary History. A NSFA Tribunal must take into account the Member's Disciplinary History in determining any appropriate sanction. The PD&DC 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 AB should not refer to the Member's Disciplinary History until after it has made a determination in respect of guilt.
- (h) For the avoidance of doubt, NSFA Ltd. or its representatives may ask questions of parties, make submissions in relation to any evidence and make submissions on the question of what penalty or sanction, if any, ought to be imposed.
- (i) Unless there are exceptional circumstances (to be determined by the AB, in its absolute discretion), in determining any appeal under Section 4.8 the AB must not consider evidence which was not before the PD&DC, whose decision is being appealed.
- (j) A NSFA 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.
- (k) All NSFA Tribunal hearings will be recorded electronically and, if requested, a transcript of the recording will be provided to an appellant at the appellant's cost.
- (l) To the extent that a matter relating to the procedures of a NSFA 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.

### 4.10.10 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 NSFA Tribunal may order that part of the Suspension:

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- i. comes into immediate effect; and
  - ii. the other part does not come into effect unless and until an additional Offence is committed during a specified probationary period (i.e. the sanction is suspended). The Offences bringing this suspended portion of the Suspension into effect should be outlined by the NSFA Tribunal in accordance with Section 4.10.10(c)(i).
- (b) If a NSFA 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 4.10.10(a), a Suspension partly takes immediate effect and is partly suspended for a probationary period, the Suspension must specify:
  - i. The Offences 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 6 months and 24 months.
- (d) Where a NSFA Tribunal imposes a Suspension where part is suspended, if the Participant within the specified probationary period commits an Offence 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 a NSFA 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.

### 4.10.11 REPEAT OFFENCES

- (a) Recidivism is an aggravating circumstance and, subject to Section 4.10.11(b), a NSFA Tribunal may increase a sanction as it sees fit in the case of a person who has committed repeat offences.
- (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 1: Tables of Offences and the NSFA 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 4.10.11(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.

#### 4.10.12 DISCLOSURE OF NSFA TRIBUNAL MEMBERS

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

#### 4.10.13 CHALLENGE OF JURISDICTION OF A NSFA TRIBUNAL OR OF A NSFA TRIBUNAL MEMBER

- (a) A Member may challenge a NSFA Tribunal's jurisdiction to deal with a matter but it must do so via the relevant form(s). A failure to do so will be deemed to be acceptance by that Member that the NSFA Tribunal does have the necessary jurisdiction. A NSFA Tribunal has the power to rule on any challenge to its jurisdiction. In general, a NSFA Tribunal should determine any such challenge as a preliminary question. However, a NSFA 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 NSFA 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 NSFA Tribunal has the power to rule on this objection and, if the objection is overruled, the NSFA Tribunal must provide reasons in its Preliminary Determination or Final Determination, as the case may be.

#### 4.10.14 STANDARD OF PROOF

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

#### 4.10.15 NSFA TRIBUNAL DETERMINATIONS

- (a) A NSFA Tribunal must issue either or both a Preliminary or Final Determination, as the case may be, as soon as reasonably practicable following the completion of a hearing, if there are no other time limits set out under these Regulations to NSFA Ltd.
- (b) Final Determinations must include reasons for a NSFA Tribunal's determination. Preliminary Determinations following a challenge to the jurisdiction of a NSFA Tribunal must include reasons as per Section 4.10.13(a) of these Regulations.
- (c) It is the responsibility of NSFA Ltd. to issue all parties to a matter with Determinations as soon as reasonably practicable following their issuance by a NSFA Tribunal.
- (d) NSFA Ltd. may prescribe the form in which Preliminary and Final Determinations are to be issued to parties to a matter.

#### 4.10.16 COSTS GENERALLY

- (a) As a general rule, but subject to Section 4.10.16(b), the parties must bear their own costs in relation to a NSFA Tribunal matter or hearing.
- (b) A NSFA Tribunal will generally require a Member subject to disciplinary action to pay NSFA Ltd.'s costs of conducting the hearing, including, but not limited to, 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.

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- (c) In relation to any matter or hearing, the NSFA 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 NSFA Ltd.; or
  - iv. its own initiative.
- (d) In deciding whether to award costs, and the amount of those costs, the NSFA 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, a witness or a NSFA Tribunal;
  - vi. any out of pocket expenses (including any travel or accommodation expenses) incurred by a party, a witness or a NSFA Tribunal 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 any of NSFA's Rules and Regulations, FA Rules and Regulations or Football NSW 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 4.10.16(d). A NSFA Tribunal does not have the jurisdiction to award costs in relation to medical expenses incurred by a party or witness.
- (f) A party to proceedings is not entitled to costs or to the reimbursement of any Appeal Fee paid.
- (g) For the avoidance of doubt, a NSFA 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 a NSFA Tribunal to award costs under these Regulations is in addition to the NSFA Tribunal's power to award costs under any other provision of NSFA's Rules and Regulations.

### 4.10.17 CONTEMPT AGAINST A NSFA TRIBUNAL

- (a) A person appearing before a NSFA Tribunal or subject to a direction of a NSFA Tribunal must not:

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- i. insult a member of a NSFA Tribunal;
  - ii. repeatedly interrupt the proceedings of a NSFA Tribunal;
  - iii. create a disturbance or take part in creating or continuing a disturbance in or near a place where a NSFA Tribunal is sitting;
  - iv. fail to comply with an order or direction of a NSFA Tribunal;
  - v. deliberately mislead a NSFA Tribunal; or
  - vi. do any other act or thing that would, if a NSFA Tribunal were a court of record, constitute contempt of such a court.
- (b) A person must not submit to NSFA Ltd. or to a NSFA 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 NSFA Ltd. or a NSFA Tribunal.
- (c) A Member must comply with a Determination of a NSFA 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 NSFA Tribunal considers that a Member has breached this Section 4.10.17, then it may impose sanctions as it sees fit in accordance with these Regulations or make recommendations to NSFA Ltd. or the Board to investigate the matter.
- (f) If NSFA Ltd. or the Board determines that a Member has breached Section 4.10.17 then it may, in its absolute discretion, investigate the matter and take any relevant action under these Regulations.

### 4.10.18 NSFA TRIBUNAL MAY HEAR PROCEEDINGS REGARDLESS OF RELATED CRIMINAL OR DISCIPLINARY ACTION

The NSFA Ltd. or a NSFA Tribunal 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.

### 4.10.19 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 NSFA Ltd., 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.

### 4.10.20 CORRECTION OF A DETERMINATION

Within five (5) working days of the issuance of a Preliminary Determination or a Final Determination, as the case may be, either party to a hearing may submit to NSFA Ltd. a request to correct in that Determination any errors in computation, any clerical or



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typographical errors or any other error of a similar nature. If the NSFA Tribunal considers the request to be justified, it will make the correction and reissue the Determination to the parties.

### 4.10.21 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 NSFA Ltd. on its website or elsewhere or by a third party (with NSFA Ltd.'s prior written consent).
- (b) All evidence and information provided in proceedings of a NSFA 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 4.10.21(b) is deemed to be contempt against a NSFA Tribunal and the person breaching the Section may be sanctioned pursuant to Section 4.10.17 (Contempt against a NSFA Tribunal).

### 4.10.22 LEGAL ADVICE

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

### 4.10.23 NSFA LTD. STAFF

NSFA Ltd. staff will not be required to provide evidence at a hearing (whether oral or written) unless NSFA Ltd. is a party to a hearing or a NSFA Tribunal determines otherwise.

### 4.10.24 FINES AND AWARDS

- (a) Any award or fine imposed under these Regulations must be paid within sixty (60) days after the date on which the Determination is issued unless otherwise specified in the Determination.
- (b) The CEO will deem the non-payment as a financial default under these Regulations.
- (c) Notwithstanding Section 4.10.24(a), a Member that wants to appeal any matter to the AB 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 Board, in its absolute discretion.
- (d) Notwithstanding Section 4.10.24(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.
- (e) A fine cannot be issued against an Amateur and in the case of a Professional, cannot exceed one half of the Total Payments that Participant would have received over the duration of the sanction.
- (f) A Club is jointly and severally liable for any award or fine imposed under these Regulations on one of its Participants (even if that Participant subsequently leaves that Club).

#### 4.10.25 NSFA LTD. REPRESENTATIVE

NSFA Ltd. reserves the right to appoint a representative to any NSFA Tribunal hearing. The representative may argue the case on behalf of NSFA Ltd. and may be a NSFA Ltd. staff member.

#### 4.10.26 DOCUMENTS SUBMITTED TO NSFA LTD.

If a party to any proceedings governed by these Regulations submits documents to NSFA Ltd. and those documents exceed fifty (50) pages in total, the party must deliver to the offices of NSFA Ltd. five (5) hard copies of those documents by the applicable due date prescribed by these Regulations or by the date otherwise specified by NSFA Ltd.

### 4.11 SUSPENSIONS AND SANCTIONS

- (a) For the purposes of serving a suspension, a 'fixture' refers to the entire day on which the required fixture takes place.
- (b) Players receiving a Fixture Suspension must register for an NSFA Club in order to serve the suspension. Players receiving a Time Suspension need not register in order to serve the suspension.
- (c) Suspended players MAY NOT ENTER the vicinity of the field of play while suspended.
- (d) Where a suspension is in fixtures, the player may not play in the next specified number of fixtures in their first-registered team or its successor or their previously nominated or aligned knockout tournament team; they may also not play in any other team which plays in competitions sanctioned by NSFA Ltd. and/or its parent bodies until the specified number of fixtures is served in their first-registered team or its successor or their previously nominated or aligned knockout tournament team.
- (e) Players who receive a suspension for accumulation of two (2) cautions, or who a Match Official has sent off for the offences of R4, R5 or R7, in a NSFA tournament match shall serve such suspension in the next round of the same NSFA tournament, provided the player's team is still participating in the tournament. If the team is not still participating, the player shall serve the suspension in the next match their registered competition team plays.
- (f) Where the suspension is in fixtures and the First Grade and Reserve Grade matches of the next fixture of a squad division take place on separate days the player must miss both matches of that fixture, irrespective of when they occur. The player may play in any different fixture that may take place between these two fixtures, provided he or she has no additional suspension to serve.
- (g) Fixtures missed on the same day as the fixture in which the send-off occurred will not count towards the sentence. Only fixtures missed from the following day until the date of the hearing will count as part of a suspension.
- (h) Suspensions for send-offs must be served in the same age group and division as that in which the send-off occurred or in the age group and division in which the player is registered, whichever occurs first (refer to clause d) above).
- (i) Players must serve suspensions for the accumulation of cautions in the age group and division in which the player is registered.
- (j) Where a suspension specifies the number of fixtures to serve, any fixtures not served will carry over to the following season. This includes suspensions received for accumulation of cautions.

## NSFA Grievance and Discipline Regulations

- (k) Where a suspension specifies a date on which the suspension finishes, the player may not play in any competition or tournament fixtures sanctioned by NSFA Ltd. or its parent bodies until that date has passed.
- (l) NSFA Ltd. will report players, coaches, managers, officials or other persons suspended for a period of four (4) fixtures or more to all bodies to which the NSFA Ltd. affiliates for the application of corresponding suspensions throughout those bodies and their affiliates.
- (m) Participants who have been suspended following a judicial process by a Member Club or a body to which NSFA Ltd. is affiliated or a body affiliated to NSFA Ltd., for a period of four (4) weeks or more, may be suspended by the NSFA Ltd. for the corresponding period provided that the NSFA Tribunal is satisfied that natural justice has been served and that said body provides details of:
  - i. Overview of the process followed;
  - ii. The offences the Participant was charged with;
  - iii. Justification for the suspension applied if outside standard FNSW or FA recommendations.
- (n) NSFA Tribunals may ban players, club officials, Team Officials and spectators from entering NSFA sanctioned grounds during games. In all instances, this means that where there is a fence on any side of a ground the barred person must remain outside that fence. Where there is no fence, the barred person must stay at least ten (10) metres from the outer boundaries of the playing field. NSFA Tribunals and NSFA Ltd. hold clubs responsible for ensuring that its members and spectators comply with any sanctions imposed.
- (o) NSFA Tribunals may ban club officials and Team Officials from all football activities or from holding specific positions for a specified period. This will include matches and training and is the responsibility of the club to enforce.
- (p) Any player who plays whilst serving a suspension will be called to appear at a PD&DC hearing, where they may receive additional suspension.

Northern Suburbs Football Association Ltd.  
4 Bridge Street Pymble, NSW, 2073

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## SCHEDULE 1: TABLE OF OFFENCES

The FNSW Tables of Offences current at the time of the offence will apply.

The FNSW 2024 Table of Offences is available through the link [here](#).

BOD 03/24

**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 (except in the case of Offence Code 25 under Table C (“Letting off incendiary device(s) or fire(s)) where the relevant time period is within the same Season rather than within two (2) years).

# TABLE A: OFFENCES BY PLAYERS<sup>1</sup>

OFFENCE CODE		OFFENCE DESCRIPTION	GRADING GUIDELINES	INCIDENCE	PARTICIPANT SANCTION	
Red Card	GRADING				SUSPENSION <i>(Minimum)</i>	SUSPENSION <i>(Maximum)</i>
R1	01-01	<b>Serious foul play</b> <i>(Typically, but not limited to, tackles or challenges on an opponent with the ball)</i>	Serious foul play tackle or challenge	<i>First</i>	MMS	24 months
	01-02			<i>Second &amp; subsequent</i>	MMS + 1 Fixture	
	02-01		Attempting to gain possession of the ball using excessive force	<i>First</i>	MMS + 1 Fixture	24 months
	02-02			<i>Second &amp; subsequent</i>	MMS + 2 Fixtures	
	03-01		Conduct that endangers the safety of an opponent in a contest for the ball or has the potential to cause injury	<i>First</i>	MMS + 2 Fixtures	24 months
	03-02			<i>Second &amp; subsequent</i>	MMS + 3 Fixtures	
	04-01		Conduct causing minor injury	<i>First</i>	MMS + 4 Fixtures	24 months
	04-02			<i>Second &amp; subsequent</i>	MMS + 5 Fixtures	
	05-01		Conduct causing serious injury	<i>First</i>	MMS + 6 Fixtures	24 months
	05-02			<i>Second &amp; subsequent</i>	MMS + 10 Fixtures	
R2	01-01	<b>Violent conduct</b>	Excessive force	<i>First</i>	MMS	24 months

Competition Regulations

	01-02	<i>(Typically, but not limited to, the use or attempted use of excessive force against an opponent when not challenging for the ball, or against a teammate, Club Official, Team Official, Match Official or Spectator)</i>	Violent conduct	<i>Second &amp; subsequent</i>	MMS + 1 Fixture	24 months
	02-01			<i>First</i>	MMS + 3 Fixtures	
	02-02			<i>Second &amp; subsequent</i>	MMS + 5 Fixtures	
	03-01		Serious and/or premeditated violent conduct	<i>First</i>	MMS + 6 Fixtures	24 months
	03-02			<i>Second &amp; subsequent</i>	MMS + 8 Fixtures	
	04-01		Serious violent conduct that has caused bodily harm or responsibility for a Melee (Grade 2)	<i>First</i>	MMS + 12 Fixtures	24 months
	04-02			<i>Second &amp; subsequent</i>	MMS + 20 Fixtures	

R3	01-01	<b>Spitting at an opponent or any other person</b>	Causing spittle to land on an opponent or any other person (e.g. by “blowing a raspberry”)	<i>First</i>	MMS +2 Fixtures	24 months
	01-02			<i>Second &amp; subsequent</i>	MMS + 4 Fixtures	
	02-01		Spitting at or towards an opponent or any other person	<i>First</i>	MMS + 4 Fixtures	24 months
	02-02			<i>Second &amp; subsequent</i>	MMS + 8 Fixtures	

	03-01		Spitting on an opponent or any other person	<i>First</i>	MMS + 8 Fixtures	24 months
	03-02			<i>Second &amp; subsequent</i>	MMS + 16 Fixtures	
R4	01-01	<b>Denying goal scoring opportunity</b>	Denying the opposing team a goal or an obvious goal-scoring opportunity by deliberately handling the ball (except a goalkeeper within their penalty area)	<i>First</i>	MMS	MMS
	01-02			<i>Second &amp; subsequent</i>	MMS	
R5	01-01	<b>Denying goal scoring opportunity</b>	Denying an obvious goal-scoring opportunity to an opponent moving towards the opponent's goal by an offence punishable by a free kick	<i>First</i>	MMS	MMS
	01-02			<i>Second &amp; subsequent</i>	MMS	
R6	01-01	<b>Offensive, insulting, abusive or intimidating language and/or actions</b>	Using offensive, insulting or abusive language and/or actions in frustration	<i>First</i>	MMS	24 months
	01-02			<i>Second &amp; subsequent</i>	MMS + 1 Fixture	
	02-01		Using offensive, insulting or abusive language and/or actions directed at or towards another person	<i>First</i>	MMS + 1 Fixtures	24 months
	02-02			<i>Second &amp; subsequent</i>	MMS + 3 Fixtures	

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 PD&DC only in Exceptional Circumstances that must be detailed in the Determination.

Competition Regulations

	03-01		Incitement to violence, or repeated use of offensive language and/or actions directed at or towards another person	<i>First</i>	MMS + 4 Fixtures	24 months
	03-02			<i>Second &amp; subsequent</i>	MMS + 8 Fixtures	
	04-01		Threatening or intimidating language and/or conduct directed at or towards another person	<i>First</i>	MMS + 4 Fixtures	24 months
	04-02			<i>Second &amp; subsequent</i>	MMS + 8 Fixtures	
	05-01		Use of discriminatory, homophobic, racist, religious, ethnic or sexist language and/or actions	<i>First</i>	MMS + 6 Fixtures	24 months
	05-02			<i>Second &amp; subsequent</i>	MMS + 14 Fixtures	
	06-01		Threat of physical violence directed at or towards another person or their family or property	<i>First</i>	MMS + 8 Fixtures	24 months
	06-02			<i>Second &amp; subsequent</i>	MMS + 16 Fixtures	
R7	01-01	<b>Second caution or receiving two Temporary Dismissals in the same match</b>	Second Yellow Card in a Match	<i>First</i>	MMS	MMS
	01-02			<i>Second &amp; subsequent</i>	MMS	



**TABLE B: OFFENCES BY PARTICIPANTS AGAINST MATCH OFFICIALS\***

<b><u>OFFENCE CODE</u></b>	<b><u>OFFENCE DESCRIPTION</u></b>	<b><u>INCIDENCE</u></b>	<b><u>PARTICIPANT SANCTION</u></b>	
			<b><u>SUSPENSION</u></b> <i>(Minimum)</i>	<b><u>SUSPENSION</u></b> <i>(Maximum)</i>
01-01	Fail to abide by or comply with a direction of a Match Official	<i>First</i>	MMS	24 months
01-02		<i>Second &amp; subsequent</i>	MMS + 1 Fixture	
02-01	Disputing a decision of a Match Official, dissent or unsportsmanlike/unprofessional behaviour <i>[R6 for Players]</i>	<i>First</i>	MMS	24 months
02-02		<i>Second &amp; subsequent</i>	MMS + 1 Fixture	
03-01	Using offensive, insulting or abusive language or actions in frustration <i>[R6 for Players]</i>	<i>First</i>	MMS	24 months
03-02		<i>Second &amp; subsequent</i>	MMS + 1 Fixture	
04-01	Use offensive, insulting or abusive language and/or actions (isolated incident) <i>[R6 for Players]</i>	<i>First</i>	MMS + 2 Fixtures	24 months
04-02		<i>Second &amp; subsequent</i>	MMS + 4 Fixtures	
05-01	Use offensive, insulting or abusive language and/or actions (repeated and/or excessive conduct)	<i>First</i>	MMS + 4 Fixtures	24 months

Competition Regulations

05-02	[R6 for Players]	<i>Second &amp; subsequent</i>	MMS + 6 Fixtures	
06-01	Indecent actions [R6 for Players]	<i>First</i>	MMS + 6 Fixtures	24 months
06-02		<i>Second &amp; subsequent</i>	MMS + 10 Fixtures	
07-01	Provocation or incitement of hatred or violence [R6 for Players]	<i>First</i>	MMS + 8 Fixtures	24 months
07-02		<i>Second &amp; subsequent</i>	MMS + 12 Fixtures	
08-01	Use of discriminatory, homophobic, racist, religious, ethnic or sexist language and/or actions [R6 for Players]	<i>First</i>	MMS + 10 Fixtures	24 months
08-02		<i>Second &amp; subsequent</i>	MMS + 12 Fixtures	
09-01	Threatening or intimidating language or conduct towards a Match Official [R6 for Players]	<i>First</i>	MMS + 11 Fixtures	24 months
09-02		<i>Second &amp; subsequent</i>	MMS + 15 Fixtures	
10-01	Threat of physical violence towards a Match Official or his/her family or property [R6 for Players]	<i>First</i>	12 months	24 months

Competition Regulations

10-02		<i>Second &amp; subsequent</i>	2 years	
11-01	Inappropriate contact with a Match Official <i>[R2 for Players]</i>	<i>First</i>	MMS + 1 Fixtures	24 months
11-02		<i>Second &amp; subsequent</i>	MMS + 2 Fixtures	
12-01	Pushing a Match Official <i>[R2 for Players]</i>	<i>First</i>	12 months	Life
12-02		<i>Second &amp; subsequent</i>	2 years	
13-01	Tripping a Match Official <i>[R2 for Players]</i>	<i>First</i>	12 months	Life
13-02		<i>Second &amp; subsequent</i>	2 years	
14-01	Striking a Match Official with a ball or other object <i>[R2 for Players]</i>	<i>First</i>	12 months	Life
14-02		<i>Second &amp; subsequent</i>	2 years	
15-01	Punching, kicking, elbowing or striking a Match Official <i>[R2 for Players]</i>	<i>First</i>	2 years	Life
15-02		<i>Second &amp; subsequent</i>	4 years	
16-01	Causing spittle to land on a Match Official (e.g. by “blowing a raspberry”) <i>[R3 for Players]</i>	<i>First</i>	6 months	Life
16-02		<i>Second &amp; subsequent</i>	12 months	
17-01	Spitting at or towards a Match Official <i>[R3 for Players]</i>	<i>First</i>	12 months	Life
17-02		<i>Second &amp; subsequent</i>	2 years	
18-01	Spitting on a Match Official <i>[R3 for Players]</i>	<i>First</i>	2 years	Life
18-02		<i>Second &amp; subsequent</i>	4 years	

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

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

## TABLE C: OTHER OFFENCES BY MEMBERS\*

<b><u>OFFENCE CODE</u></b>	<b><u>OFFENCE DESCRIPTION</u></b>	<b><u>INCIDENCE</u></b>	<b><u>PARTICIPANT SANCTION</u></b>	
			<b><u>SUSPENSION (Minimum)</u></b>	<b><u>SUSPENSION (Maximum)</u></b>
01-01	Unauthorised entry onto the Field of Play	<i>First</i>	1 Fixture	24 months
01-02		<i>Second &amp; subsequent</i>	2 Fixtures	
02-01	Failure to abide by or comply with a reasonable direction of an Official (other than a Match Official) or Northern Suburbs Football Association employee or representative in relation to conduct and/or behaviour at a Match	<i>First</i>	1 Fixture	24 months
02-02		<i>Second &amp; subsequent</i>	2 Fixtures	
03-01	Unsportsmanlike or unprofessional behaviour	<i>First</i>	2 Fixtures	24 months
03-02		<i>Second &amp; subsequent</i>	4 Fixtures / 1 month	
04-01	Failure to provide a safe environment for Participants or to maintain public order at a Match	<i>First</i>	4 Fixtures / 1 month	24 months
04-02		<i>Second &amp; subsequent</i>	8 Fixtures / 2 months	
05-01	Failure to provide identifying details of an individual when reasonably requested to do so by a Match Official or Northern Suburbs Football Association employee or representative	<i>First</i>	1 Fixture	24 months
05-02		<i>Second &amp; subsequent</i>	2 Fixtures	
06-01	Use offensive, insulting or abusive language and/or actions (isolated incident)	<i>First</i>	2 Fixtures	24 months
06-02		<i>Second &amp; subsequent</i>	4 Fixtures / 1 month	

Competition Regulations

07-01	Use offensive, insulting or abusive language and/or actions (repeated and/or excessive conduct)	<i>First</i>	4 Fixtures / 1 month	24 months
07-02		<i>Second &amp; subsequent</i>	8 Fixtures / 2 months	
08-01	Indecent actions	<i>First</i>	4 Fixtures / 1 month	24 months
08-02		<i>Second &amp; subsequent</i>	8 Fixtures / 2 months	
09-01	Provocation or incitement of hatred or violence	<i>First</i>	8 Fixtures / 2 months	24 months
09-02		<i>Second &amp; subsequent</i>	12 Fixtures / 3 months	
10-01	Use of discriminatory, homophobic, racist, religious, ethnic or sexist language and/or actions	<i>First</i>	8 Fixtures / 2 months	24 months
10-02		<i>Second &amp; subsequent</i>	12 Fixtures / 3 months	
11-01	Participating in a Melee (Grade 1)	<i>First</i>	4 Fixtures / 1 month	24 months
11-02		<i>Second &amp; subsequent</i>	12 Fixtures / 3 months	
12-01	Instigator of a Melee (Grade 1)	<i>First</i>	8 Fixtures / 2 months	24 months
12-02		<i>Second &amp; subsequent</i>	16 Fixtures / 4 months	
13-01	Participating in a Melee (Grade 2)	<i>First</i>	12 Fixtures / 3 months	Life
13-02		<i>Second &amp; subsequent</i>	20 Fixtures / 5 months	

<b><u>OFFENCE CODE</u></b>	<b><u>OFFENCE DESCRIPTION</u></b>	<b><u>INCIDENCE</u></b>	<b><u>PARTICIPANT SANCTION</u></b>	
			<b><u>SUSPENSION</u></b> <i>(Minimum)</i>	<b><u>SUSPENSION</u></b> <i>(Maximum)</i>
14-01	Instigator of a Melee (Grade 2)	<i>First</i>	16 Fixtures / 4 months	Life
14-02		<i>Second &amp; subsequent</i>	32 Fixtures / 8 months	
15-01	Assault/striking	<i>First</i>	8 Fixtures / 2 months	Life
15-02		<i>Second &amp; subsequent</i>	16 Fixtures / 4 months	
16-01	Violent conduct	<i>First</i>	12 Fixtures / 3 months	Life
16-02		<i>Second &amp; subsequent</i>	24 Fixtures / 6 months	
17-01	Serious violent conduct (including, but not limited to, spitting at or on a Player, Spectator, Club Official, Team Official or Northern Suburbs Football Association employee or representative)	<i>First</i>	12 months	Life
17-02		<i>Second &amp; subsequent</i>	2 years	
18-01	Damaging property/equipment	<i>First</i>	2 Fixtures	24 months
18-02		<i>Second &amp; subsequent</i>	8 Fixtures / 2 months	
19-01	Contempt against a Body	<i>First</i>	4 Fixtures / 1 month	5 years
19-02		<i>Second &amp; subsequent</i>	8 Fixtures / 2 months	

Competition Regulations

20-01	Breach of the prohibition on dual registration (as per article 5.11 of the FA National Registration, Status and Transfer Regulations)	<i>First</i>	8 Fixtures / 2 months	24 months
20-02		<i>Second &amp; subsequent</i>	12 Fixtures / 3 months	
21-01	Breach of Northern Suburbs Football Association Rules and Regulations or FA National Registration, Status and Transfer Regulations relating to registration (other than dual registration) and/or competitions	<i>First</i>	Any penalty or sanction prescribed by the relevant rules and regulations and, if none, such penalty as the Executive or the Tribunal determines	
21-02		<i>Second &amp; subsequent</i>		
22-01	Possessing a Prohibited Item at a Match, Fixture or Northern Suburbs Football Association event	<i>First</i>	2 years	Life
22-02		<i>Second &amp; subsequent</i>	5 years	
23-01	Throwing missiles including, but not limited to, on to the Field of Play or at other Spectators	<i>First</i>	2 years	Life
23-02		<i>Second &amp; subsequent</i>	5 years	
24-01	Not display, or attempt to display, within a stadium, venue, ground or centre any offensive or inappropriate banners (whether in English or a foreign language) or any other sign, flag, emblem or insignia which may vilify a person on the basis of their age, gender, gender identity and expression, sexual orientation, ability, race, colour, religion, language, politics, national or ethnic origin or which may offend or incite hatred or violence, as determined by Northern Suburbs Football Association.	<i>First</i>	2 years	Life
24-02		<i>Second &amp; subsequent</i>	5 years	
25-01	Letting off incendiary device(s) or fire(s)	<i>First</i>	2 years	Life
25-02		<i>Second</i>	5 years	

Competition Regulations

25-03		<i>Third &amp; subsequent</i>	5 years	
26-01	Group of Spectators uttering insulting words or sounds	<i>First</i>	6 months	5 years
26-02		<i>Second &amp; subsequent</i>	12 months	

<u>OFFENCE CODE</u>	<u>OFFENCE DESCRIPTION</u>	<u>INCIDENCE</u>	<u>PARTICIPANT SANCTION</u>	
			<u>SUSPENSION (Minimum)</u>	<u>SUSPENSION (Maximum)</u>
27-01	Breach of a Suspension, Notice of Suspension or Determination	<i>First</i>	Such penalty as the Tribunal determines but no less than what is prescribed in the Northern Suburbs Football Association Competition Regulations	
27-02		<i>Second &amp; subsequent</i>		
28-01	Betting, match-fixing or corruption (as per clause 2 of the FA National Code of Conduct and Ethics)	<i>First</i>	Such penalty as the Executive or the Tribunal determines	Such penalty as the Tribunal determines
28-02		<i>Second &amp; subsequent</i>		
29-01	Breach of the FNSW Privacy Policy, the FA Privacy Policy or any privacy policy applicable to a Member's collection, use and disclosure of personal information	<i>First</i>	Such penalty as the Executive or the Tribunal determines	Such penalty as the Tribunal determines
29-02		<i>Second &amp; subsequent</i>		
30-01	Bringing the game into disrepute (section 16.4(f) and/or 16.4(g))	<i>First</i>		Such penalty as



30-02		<i>Second &amp; subsequent</i>	Such penalty as the Executive or the Tribunal determines	the Tribunal determines
31-01	Detrimental Public Comment (including Media and Social Media)	<i>First</i>	8 Fixtures / 2 months	
31-02	<p><i>Including but not limited to, comments that:</i></p> <ul style="list-style-type: none"> <li><i>i) denigrate or criticise Northern Suburbs Football Association (including any of its staff and Board), FNSW, FA or any of their commercial partners;</i></li> <li><i>ii) denigrate or criticise another Member, whether in relation to incidents that have occurred in a Match/Fixture or otherwise;</i></li> <li><i>iii) denigrate or criticise a Participant by inappropriately commenting on any aspect of their performance, abilities or characteristics;</i></li> <li><i>iv) refer to the likely outcome of a matter being investigated by Northern Suburbs Football Association or a matter or hearing before a Body;</i></li> <li><i>v) criticise the outcome of a Northern Suburbs Football Association investigation;</i></li> <li><i>vi) criticise the decision of a Body;</i></li> <li><i>vii) criticise a Body or any of its members;</i></li> <li><i>viii) or criticise any evidence, submission or other comment made by any person at or in relation to a matter or hearing before a Body</i></li> </ul>	<i>Second &amp; subsequent</i>	16 Fixtures / 4 months	Such penalty as the Tribunal determines
32-01	Other action or behaviour in breach the FA National Code of Conduct and Ethics, the FA National Registration, Status and Transfer Regulations, the FA Spectator Code of Behaviour, the FA Integrity	<i>First</i>	Such penalty as the Executive or the	Such penalty as the Tribunal determines
32-02		<i>Second &amp; subsequent</i>		

Competition Regulations

	Framework and/or the FA Member Protection Framework not identified elsewhere in this Table		Tribunal determines	
33-01	Threatening or intimidating language or conduct towards an individual	<i>First</i>	MMS + 7 Fixtures	24 months
33-02		<i>Second &amp; subsequent</i>	MMS + 10 Fixtures	
34-01	Threat of physical violence towards an individual or their family or property	<i>First</i>	6 months	24 months
34-02		<i>Second &amp; subsequent</i>	12 months	
35-01	Participant or Member failing to provide or providing false/misleading information to Northern Suburbs Football Association or a Body	<i>First</i>	Such penalty as the Executive or the Tribunal determines	Such penalty as the Tribunal determines
35-02		<i>Second &amp; subsequent</i>		
36-01	Interfering with, or delaying the restart of, play	<i>First</i>	1 Fixture	24 months
36-02		<i>Second &amp; subsequent</i>	2 Fixtures	
37-01	Failure to comply with section 17.6(g) of these Regulations (restrictions imposed on Participants after receiving a Red Card or being Expelled during a Match). Any sanction applied is in addition to the sanction issued in respect of the Red Card Offence or the Expulsion Offence.	<i>First</i>	1 Fixture	24 months
37-02		<i>Second &amp; subsequent</i>	2 Fixtures	

<b><u>OFFENCE CODE</u></b>	<b><u>OFFENCE DESCRIPTION</u></b>	<b><u>INCIDENCE</u></b>	<b><u>PARTICIPANT SANCTION</u></b>	
			<b><u>SUSPENSION (Minimum)</u></b>	<b><u>SUSPENSION (Maximum)</u></b>

Competition Regulations

38-01	Inappropriate goal celebration <sup>&amp;</sup>	<i>First</i>	5 Fixtures (if Red Card issued)	24 months
38-02		<i>Second &amp; subsequent</i>	8 Fixtures (if Red Card issued)	24 months
39-01	Illegal Training Activities	<i>First</i>	Warning	24 months
39-02		<i>Second &amp; Subsequent</i>	2 Fixtures	

\* 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 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 actions 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.

&Refer to Memo issued by Football NSW in relation Inappropriate goal celebrations dated 7 June 2019.

## 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 or playing contract
9	annulment of registration of a Participant
10	suspension from participation in a Match or Fixture
11	exclusion, suspension or expulsion from a Competition, Event, Tournament or Competition
12	a ban on playing in a particular stadium, venue, ground or centre
13	full or partial closure of a stadium, venue, ground or centre
14	order to play a Match without spectators or on neutral territory
15	annulment of the result of any Match or forfeiture of any Match
16	relegation to a lower division
17	the return of an award
18	a ban from the dressing rooms and/or the substitutes' bench
19	a ban from entering any stadium, venue, ground or centre

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Competition Regulations

<b>20</b>	a ban on taking part in any or all Football Related Activity
<b>21</b>	the cost to Football NSW of providing security at a stadium, venue, ground or centre for a specified period of time or number of Matches or Fixtures
<b>22</b>	the successful completion of a referee's course and/or the requirement to officiate a number of matches
<b>23</b>	the compulsory attendance at a course(s) of education or rehabilitation (for example, an anger management course)
<b>24</b>	order to repair, or pay the cost of the repair (or replacement), of property or equipment
<b>25</b>	such other disciplinary sanctions or measures as are appropriate in all the circumstances, including as prescribed in the FIFA Statutes, FA Rules and Regulations and Football NSW Rules and Regulations.