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FOOTBALL  
FEDERATION  
AUSTRALIA

# **Grievance Resolution Regulations**

**1st January 2007**

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## 1. Application and Objectives of Regulations

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- 1.1 These Grievance Resolution Regulations form part of the FFA Statutes and apply exclusively to determine the rules and procedure for the resolution of a Grievance that arises between FFA, Member Federations, District Associations, Competition Administrators, Clubs, Officials, Agents and Players **Members**.
- 1.2 A **Grievance** includes a dispute in relation to decisions made or sanctions imposed under:
  - (a) the National Registration Regulations (such as the termination of a Professional Player Contract without Just Cause);
  - (b) the National Disciplinary Regulations (such as the imposition of match suspensions for red card infringements);
  - (c) the National Code of Conduct (such as the imposition of a sanction for bringing the game into Disrepute);
  - (d) the Member Protection Policy (such as the imposition of a sanction for discriminatory behaviour); and
  - (e) any other terms of the FFA Statutes.
- 1.3 The procedural aspects of these Regulations apply equally to matters heard and determined by the FFA Anti-Doping Tribunal under the Anti-Doping Policy
- 1.4 Each Member submits exclusively to the jurisdiction of these Grievance Resolution Regulations and agrees all Grievances will be heard and determined by a Judicial Body. Each Member agrees to not attempt to resolve any Grievance in any forum other than a Judicial Body, including a court of law.
- 1.5 The objective of these Regulations is to enable a Judicial Body to hear and determine Grievances justly and to this end:
  - (a) enshrine the right of a party to be heard before an independent and impartial body in a fair and equitable manner;
  - (b) save parties time and expense; and
  - (c) ensure matters are dealt with fairly and expeditiously.

## 2. Jurisdiction of Football Governing Bodies

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- 2.1 The jurisdiction of football governing bodies to hear and determine disputes and grievances is as specified under Part V of the FFA Statutes, including in relation to Member Federations, FFA, AFC, FIFA and, in limited specified circumstances, the Court of Arbitration for Sport.
- 2.2 Essentially, under FFA Statutes a Member Federation is responsible for enforcing sanctions imposed in relation to infringements committed within its area of jurisdiction, subject only to FFA's rights to be heard and of intervention and to sanction serious infringements where a Member Federation has failed to do so in accordance with FFA Statutes.
- 2.3 These Regulations specify the:
  - (a) key principles that apply to the hearing and determination of any Grievance within Australia; and
  - (b) procedural requirements for applications to FFA for a determination, including an appeal from a Member Federation Appeal Committee (provided those procedures have first been exhausted) and the FFA Disciplinary Committee.

## 3. Independence and Expertise of Judicial Bodies

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- 3.1 A party to a Grievance has the right to a fair hearing and to be treated equally with the Grievance determined expeditiously by an independent and impartial Judicial Body.
- 3.2 A member of a Judicial Body (referred to as an Arbitrator) cannot hear or determine any Grievance if that Arbitrator has a conflict of interest, actual or perceived, including if he or she is a director or employee of any party to the Grievance or if there is any other reason where a private or personal interest could materially influence the way the Arbitrator performs his or her duties.
- 3.3 As a general rule, an Arbitrator cannot be an employee, a director or member of any other body of the Competition Administrator at the same time as acting as an Arbitrator. The exceptions are:
  - (a) a Competition Administrator below the level of a Member Federation may allow for directors, employees or members to hear and determine Grievances provided that the parties have a right of appeal from any determination to an independent and impartial Judicial Body; and
  - (b) FFA may have an employee acting as an Arbitrator but only for a Grievance involving an appeal from a Member Federation.
- 3.4 An Arbitrator must have the experience or skills suitable to the function of a Judicial Body, including a barrister or solicitor, a person with a thorough knowledge of football or recent international competition experience.

## 4 Process for Application for FFA Determination or Appeal

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- 4.1 In accordance with FFA Statutes, the FFA Disciplinary Committee has jurisdiction to determine Grievances arising from a sanction imposed or decision made by FFA, including:
- (a) under FFA Statutes;
  - (b) in relation FFA controlled events, such as National Championships or National Leagues; or
  - (c) in relation to National Teams.
- 4.2 In accordance with FFA Statutes, the FFA Appeal Committee has jurisdiction to hear appeals from the FFA Disciplinary Committee and appeals from a Member Federation Appeal Committee (once its internal procedures have been exhausted).
- 4.3 A party wanting an FFA Judicial Body to hear and determine a Grievance (**Applicant**) must lodge the Application Form with FFA, copied to the other party (**Respondent**) and, if applicable, to any party that may be affected by the determination based on the relief sought (**Affected Party**). The Application Form must be signed by the Applicant and contain the following mandatory information:
- (a) the name and contact details of the Applicant and the Respondent and, if applicable, any Affected Party;
  - (b) the date the subject matter of the Grievance arose;
  - (c) a statement summarising the relevant facts and any legal arguments and, if an appeal, annexing a copy of the decision appealed from; and
  - (d) a description of the relief sought.

## 5. Application Fee and Appeal Fee

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- 5.1 An Applicant must pay FFA a non-refundable application fee of \$500.
- 5.2 A party wanting to appeal a Determination of an FFA Disciplinary Committee must pay an appeal fee of \$2,000 in accordance with clause 16.
- 5.3 A hearing will not be convened unless and until the applicable fees have been received by FFA.

## 6 Applicable Timeframes

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- 6.1 If a party has an express contractual right to refer a Grievance to these Grievance Resolution Regulations within certain timeframes, that party must do so in accordance with those timeframes. For example, an application must be lodged within 7 business days of a purported termination of Professional Player Contract and of a determination under the National Disciplinary Regulations.
- 6.2 If a Grievance is urgent and any further discussion between the parties is unlikely to resolve that Grievance, the Grievance may be referred directly to FFA indicating the urgency on the Application Form.
- 6.3 Once the Administrator receives an Application Form under this clause, the Administrator must convene a Judicial Body and set a hearing date and time within 21 days of receipt of that notice.
- 6.4 Any timeframes specified in this Grievance Resolution Regulations may be extended only by the Administrator where an extension would be just and reasonable.

## 7 Affected Party

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- 7.1 The Applicant must provide notice on its Application Form if there is party who may be affected by the determination based on the relief sought.
- 7.2 If an Applicant has not identified an Affected Party on its Application Form, a Judicial Body may require that notice be given to a person if it is of the view that the outcome of a hearing may affect the interests of that person.
- 7.3 An Affected Party provided with notice under this clause 7 may participate in the hearing as an affected party, including by making submissions. The Affected Party is bound by any Determination.
- 7.4 If an Affected Party provided with notice elects to not participate in a hearing, that Affected Party cannot subsequently initiate a Grievance in relation to the same subject matter.

## 8 Submissions and Evidence

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- 8.1 The terms of this clause 8 apply to ensure each party is provided with an opportunity to consider the other party's evidence before the hearing in order that it may appropriately respond.
- 8.2 A party must provide to the Administrator a copy of any written submissions, materials, documents or other evidence it intends to rely on in the hearing at least 2 business days before the start of that hearing. If it fails to do so, that party is not, without the leave of the Judicial Body, allowed to submit them into evidence at the hearing.
- 8.3 All submissions, materials, documents or evidence supplied to a Judicial Body by one party must at the same time be provided by that party to the other parties.
- 8.4 A party must provide advance notice about who will represent it at a hearing, including any legal representative and any witness whom a party intends to present together with at least the subject matter on which the witness will testify.

## 9 Challenge of Jurisdiction or of Arbitrator

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- 9.1 If a party wants to allege that a Judicial Body does not have jurisdiction, it must raise this objection in submissions before the hearing date. A Judicial Body has the power to rule on objections that it has no jurisdiction. In general, the Judicial Body should rule on a plea concerning its jurisdiction as a preliminary question. However, the Judicial Body may proceed with the hearing and rule on such an objection in its final determination.
- 9.2 An Arbitrator may be challenged if circumstances exist that give rise to justifiable doubts as to the Arbitrator's impartiality or independence. Such a plea must be raised in submissions before the hearing date. A Judicial Body (including the Arbitrator if he or she is a sole arbitrator) has the power to rule on this objection and, if the challenge fails, reasons must be provided in the final determination.

## 10. Procedures at a Hearing

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- 10.1 Hearings are not bound by the rules of evidence usually applicable to proceedings in courts of law, but all hearings must be conducted in accordance with the principles of natural justice, including that parties to a Grievance:
- (a) are treated with equality;
  - (b) have reasonable and sufficient notice of the Grievance; and
  - (c) have the opportunity to be heard and to make submissions in relation to the issues of merit and sanction.
- 10.2 If a matter has the potential to become complex or lengthy, a Judicial Body has the right to order a directions hearing for the purpose of setting a timetable for the submission of evidence by each party. If a party fails to comply with the timetable as determined by the directions hearing without showing sufficient cause, the Judicial Body may continue the proceedings and make a determination on the evidence before it.
- 10.3 A Judicial Body has the right to determine all procedures to be adopted in hearing a Grievance and may during the course of any hearing:
- (a) grant or order an adjournment to provide parties with additional time or to consider additional evidence;
  - (b) admit or request the production of documents or any relevant written evidence available to a Member or any other person, including reports from Match Officials, declarations from the parties and witnesses, expert opinion and video or audio recordings; or
  - (c) order the attendance of any person for the purpose of asking questions relevant to the Grievance.
- 10.4 Facts contained in a Referee's Report are presumed to be accurate.
- 10.5 At a hearing:
- (a) a party may attend in person or by phone;
  - (b) a party may be represented legally or by any other person provided the names have been communicated to the other parties in advance of the hearing;
  - (c) an entity (such as FFA, a Member Federation or Club) may be represented by an officer or employee of that party;
  - (d) FFA reserves the right to be heard and to make submissions if a decision has the potential to affect FFA or football generally;
  - (e) a Disciplinary Committee must, and an Appeal Committee may, refuse entry to any person who is not directly involved in the Grievance, including the media; and
  - (f) any witness that a party intends to call to give evidence in a hearing must remain outside the hearing room until called to give evidence.

10.6 A Judicial Body deliberates behind closed doors.

10.7 If a party fails to attend a hearing without showing sufficient cause for such failure, the Grievance can be heard and determined in that party's absence, including as to determination on the merits and/or sanction.

## 11 Culpability, Attempt and Involvement

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11.1 A Club:

- (a) is responsible for the conduct and behaviour of its supporters; and
- (b) retains primary responsibility for the conduct and behaviour of its staff and personnel, including Players, Club Officials and Team Officials.

11.2 Infringements are punishable regardless of whether they have been committed deliberately or negligently.

11.3 Acts amounting to attempt are also punishable. A Judicial Body may, however, reduce the sanction envisaged for the actual infringement and determine any extent of mitigation as it sees fit.

11.4 Any person who knowingly takes part in committing an infringement, either as instigator or accomplice, is also punishable. A Judicial Body may take account of the degree of guilt of the party involved by reducing the sanction as it sees fit.

## 12 Types and Implementation of Disciplinary Sanctions

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12.1 A Judicial Body may impose any of the disciplinary sanctions as specified in Part V of the FFA Statutes and, in contractual matters, an award of compensatory and punitive damages.

12.2 The Judicial Body that pronounces the sanction will determine the scope and duration of that sanction, but must not impose any sanction greater than the maximums specified in FIFA's Disciplinary Code.

12.3 If a fine is imposed, the Judicial Body determines the terms and time limits for payment.

12.4 A Club is jointly and severally liable for a fine imposed on one of its Players or Officials (even if that Player or Official subsequently leaves that Club).

12.5 The disciplinary sanctions may be combined. If a suspension is combined with a fine, it is prolonged until the fine is paid in full.

12.6 The implementation of a sanction may be suspended and, if so, the person sanctioned is subject to a probationary period. If that person commits another infringement during the probationary period, the suspension is automatically revoked and the sanction applied in addition to the sanction determined for the new infringement.

## 13 Form and Content of a Determination

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13.1 A Judicial Body must determine all Grievances by reference to:

- (a) FFA Statutes and other relevant rules and regulations or agreements;
- (b) considerations of general justice and fairness; and
- (c) applicable law as specified in clause 25.

13.2 A Determination must:

- (a) contain the names of the Arbitrator(s);
- (b) be made in writing;
- (c) provide the reasons on which the Determination is based;
- (d) contain the terms of the decision (such as timeframes in which a fine must be paid);
- (e) be signed by the Chair (or sole Arbitrator);
- (f) contain the date on which, and the place where, the Determination was made; and
- (g) be promptly provided to the parties, and within 14 days of the end of the hearing.

- 13.3 A Judicial Body may verbally announce the determination at the end of the hearing, but must provide a copy of the reasoned determination in accordance with the above.
- 13.4 Each member of a Judicial Body has a single vote and all decisions of a Judicial Body will be made by majority vote. If there is an equality of votes, the Chair has the casting vote.
- 13.5 Subject only to the right of appeal to the FFA Appeal Committee in accordance with clause 16, a Determination of the FFA Disciplinary Committee is final and binding on the parties.

## 14 Provisional or Interim Determinations

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- 14.1 Unless otherwise specified in a particular regulation or by the body imposing a sanction, the imposition of a sanction has immediate effect.
- 14.2 In the case of extreme urgency, a Judicial Body may rule on an application for a stay of the effects of a challenged sanction or decision or for any other provisional relief.
- 14.3 A Judicial Body will consider whether:
- (a) the relief is necessary to protect the Applicant from irreparable harm (such as an inability to participate in a major competition or other substantial damage that would be difficult to remedy);
  - (b) the Applicant has a reasonable chance of success on the merits of the claim; and
  - (c) the interests of the Applicant outweigh those of the Respondent (ie the balance of convenience or interests must be considered).
- 14.4 There are no restrictions on the type of a provisional measure that may be ordered and a Judicial Body may stay the effects of a sanction, revoke, vary or impose a sanction, or order measures designed to safeguard evidence.
- 14.5 Provisional measures may not extend for longer than 30 days.
- 14.6 In addition to a final determination, a Judicial Body may make an interim or partial Determination.

## 15 Costs Award

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- 15.1 As a general rule, each party must bear its own costs in relation to the initiation or defence of a Grievance, including costs of legal representation, experts and witnesses and any travel or accommodation expenses.
- 15.2 A Judicial Body has discretion in exceptional circumstances to make an order for costs in a particular case and, if so, the amount of such costs order. In exercising its discretion, the Judicial Body must take into account the:
- (a) outcome of the proceedings;
  - (b) conduct of the parties, including whether a party vexatiously or frivolously initiated or defended a Grievance; and
  - (c) financial resources of the parties.

## 16. Eligibility and Right of Appeal

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- 16.1 Only a person who was party (including an Affected Party) to a hearing has the right to appeal any Determination arising out of that hearing.
- 16.2 A Club may appeal against decisions sanctioning its Players or Officials provided it has the written approval of the person concerned.
- 16.3 If a party to a Grievance heard by an FFA Disciplinary Committee wants to appeal the Determination, it must:
- (a) ensure it has grounds to appeal to the FFA Appeal Committee as specified in Part V of the FFA Statutes;
  - (b) submit the Application Form to the Administrator within 7 days after receipt of that Determination;
  - (c) pay any award or fine the subject of that Determination to FFA before the Appeal Committee conducts the appeal, unless the party making the appeal can satisfy FFA that there are exceptional and compelling circumstances; and
  - (d) pay the appeal fee to FFA of \$2,000.
- 16.4 Subject to a successful application for an urgent hearing, the Administrator must convene an Appeal Committee to hear an appeal as soon as practicable, but within 21 days of receipt of that notice and compliance with clause 16.3.
- 16.5 Subject to a successful application for a stay under clause 14, all decisions of an FFA Disciplinary Committee or a Member Federation Appeal Committee remain in force unless reversed by the FFA Appeal Committee.

- 16.6 The Appeal Committee must be provided with all written submissions made to the Judicial Body from which it is appealing, including the Determination. A party may rely on new or additional evidence, provided this is separately identified on the Application Form and provided to the Administrator at least 2 business days before the hearing.
- 16.7 The Appeal Committee has the power to:
- (a) dismiss, allow in whole or part, or vary (whether by way of reduction or increase) any Determination of a Judicial Body;
  - (b) substitute its own sanctions or finding; or
  - (c) impose any sanction or make any finding that the Judicial Body could have imposed or made.
- 16.8 If the Appellant is completely successful in its appeal, the Administrator must refund to the appellant the appeal fee.

## 17 Settlement or Termination of Hearing

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- 17.1 Parties are encouraged to settle Grievances and parties may do so at any time, including after an Application Form has been submitted or a hearing has commenced.
- 17.2 If, before a determination is made, the parties agree on a settlement of the Grievance, the Judicial Body must either:
- (a) issue an order for the termination of the hearing; or
  - (b) if requested by both parties and accepted by the Judicial Body, record the settlement in the form of a Determination on agreed terms. The Judicial Body is not obliged to give reasons for such an award.
- 17.3 A Determination on agreed terms has the same status and effect as any other Determination on the merits of the case.
- 17.4 A Judicial Body must issue an order for termination of a hearing if the:
- (a) Applicant withdraws its application for determination;
  - (b) parties submit a written notice agreeing to the termination of the hearing; or
  - (c) continuation of the hearing has for any other reason become unnecessary or impossible in accordance with clause 17.5 below.
- 17.5 If, before a determination is made, the continuation of a hearing becomes unnecessary or impossible, a Judicial Body must inform the parties of its intention to issue an order for the termination of the hearing. The Judicial Body has the power to issue such an order unless a party raises justifiable grounds for objection.
- 17.6 A copy of the signed, order for termination must be provided to the parties.

## 18 Publication and Confidentiality

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- 18.1 FFA must keep a central register of all Determinations made by a FFA Judicial Body and will make those Determinations available subject to any term of the Determination imposing confidentiality or any legal requirements.
- 18.2 Determinations under the National Disciplinary Regulations will be published so that match suspensions can be enforced by Clubs in accordance with the National Registration Regulations.
- 18.3 All other Determinations may be published unless a Judicial Body has determined that a Determination, or certain evidence or submissions, is to be kept confidential.
- 18.4 All evidence and information provided in proceedings of a Judicial Body must be treated in the strictest confidence. The parties and Arbitrators must not use or disclose to a third party any confidential information obtained during the course of proceedings.

## 19 Failure to Respect Determination

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- 19.1 Subject only to the specified rights of appeal, a Determination of a Judicial Body is final and binding on all parties. The parties undertake to carry out the Determination without delay.
- 19.2 A failure to comply with a Determination within the manner or time as prescribed by that Determination is itself a breach of the FFA Statutes and the non-compliant party is subject to further sanction.



19.3 Without limiting the generality of clause 19.2, any party who fails to pay another person a sum of money in full as required by a Determination will be:

- (a) sanctioned with a fine for failing to comply with the instructions issued by a Judicial Body;
- (b) given a final time limit in which to settle the debt; and
- (c) if it is a Club, warned with deduction of points or relegation to the next lower division if it has not paid by the final time limit.

19.4 If points are deducted, they must be proportionate to the amount owed.

## 20 Correction of a Determination

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20.1 Within 30 days of receipt of a Determination, either party may with written notice to the other party, request the Judicial Body to correct in the Determination any errors in computation, any clerical or typographical errors or any other error of a similar nature. If the Judicial Body considers the request to be justified, it will make the correction.

20.2 Within 30 days after communication of the Determination, a Judicial Body may of its own initiative correct in the Determination any errors in computation, any clerical or typographical errors or any other error of a similar nature.

20.3 Any corrections must be in writing and communicated to the parties.

## 21 No Recourse to Courts

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21.1 The determination of the FFA Appeal Committee 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 (other than the limited right of appeal to CAS in accordance with FFA Statutes).

21.2 Without limiting the generality of clause 21.1 and for further assurance notwithstanding that such provisions have no applicability, there will be no right of appeal under section 38 (Judicial review of awards) and no right to apply for the determination of a question of law under section 39(1)(a) (Determination of preliminary point of law by Supreme Court) of the *Commercial Arbitration Act* 1984 (NSW) or equivalent or similar legislation in any of the Australian states or territories or Commonwealth.

## 22 Administrative Procedures

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22.1 FFA will from time to time appoint an Administrator to ensure the smooth operation of these Grievance Resolution Regulations.

22.2 The Administrator must:

- (a) collate all submissions, documents and evidence received by the parties or relevant to the Grievance;
- (b) provide copies of notices and Determinations to the parties to the Grievance;
- (c) convene all hearings of a Judicial Body as soon as practicable and, if an urgent hearing is required, convene an urgent hearing;
- (d) summarise the Grievance for the Judicial Body;
- (e) be the central point of contact for the parties to a Grievance and ensure that all timeframes and requirements are met; and
- (f) perform all tasks prescribed to the Administrator and any incidental tasks necessary to ensure the smooth and efficient operation of this Grievance Resolution Regulations.

22.3 Hearings may be conducted by teleconference.

22.4 Hearings of the FFA Judicial Bodies will be conducted at FFA's head office in Sydney, New South Wales, unless otherwise determined by FFA.

22.5 FFA must provide and meet the costs of all administrative services required to enable the FFA Judicial Bodies to carry out their functions, including procurement of hearing rooms, administrative support and copying of documents.

## 23 Limitation Period on Sanctions

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23.1 The Grievance Resolution Regulations do not apply, and the Administrator will not accept any applications for determination, if more than 2 years have elapsed.

23.2 The limitation period starts:

- (a) from the day on which the perpetrator committed the infringement;
- (b) if the infringement is recurrent, from the day on which the most recent infringement was committed; or
- (c) if the infringement lasted a certain period, from the day on which it ended.

23.3 Notwithstanding the above, a prosecution for corruption has no limitation period.

## 24 Applicable Law

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An FFA Judicial Body must apply the law as applicable in:

- (a) New South Wales, for Grievances initiated against an FFA imposed sanction or decision or an appeal from the FFA Disciplinary Committee; or
- (b) the State where the subject matter arose, for a Grievance appealed from a Member Federation.

## 25. Arbitrator Immunity

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The parties and Affected Parties, and their respective witnesses, agree to not institute or maintain any proceedings, or bring any claim against FFA, a Judicial Body or an Arbitrator, in respect of any act or omission during the course of the hearing, or arising out of any Determination or findings made.

## 26. Substantial Compliance

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No proceedings before a Judicial Body will be invalidated for any defect whether of substance or of form in any notice or report or by reason of non-compliance with any term of these Regulations, unless the Judicial Body so determines.

## 27. Notice

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27.1 A party notifying or giving notice under these Grievance Resolution Regulations must notify in writing and in English.

27.2 A notice will be taken to have been received:

- (a) if delivered by hand to the recipient's address, on the date of delivery, as long as delivery is acknowledged in writing by the recipient;
- (b) if sent by post, 3 days after the posting; and
- (c) if sent by email or facsimile on a working day at the recipient's, on the date of transmission, or if sent on a non-working day at the recipient's, on the next working day (in both cases as long as the sender's email or facsimile machine records a successful transmission).

27.3 Notwithstanding paragraph 27.2(c), email will not be a sufficient form of notice for the purposes of notifying a Player.

27.4 Unless otherwise specified, all notices must be received by close of business on a working day at the recipient.



## 28 Definitions and Interpretation

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28.1 In these Grievance Resolution Regulations:

**Administrator** means the person appointed by FFA from time to time to administer the Grievance Resolution Regulations.

**Affected Party** means a party who may be affected by a determination based on the relief sought by an Applicant as described in clause 7.1 or 7.2.

**Appeal Committee** means the appeals committee constituted in accordance with the FFA Statutes and these Grievance Resolution Regulations.

**Applicant** means the party initiating a Grievance in accordance with these Regulations.

**Application Form** means the prescribed form a party must use to apply for a determination by an FFA Judicial Body in the form as attached in Annexure A or as amended by FFA from time to time.

**Arbitrator** means a member of a Judicial Body appointed by FFA from time to time.

**CAS** means the Court of Arbitration for Sport located in Lausanne or Sydney (as the case requires).

**Competition Rules** means the rules and regulations governing the administration and conduct of a Competition.

**Determination** means a written determination of a Grievance by a Judicial Body in the form and content as prescribed in clause 13.

**Disciplinary Committee** means the disciplinary committee constituted in accordance with the FFA Statutes and these Grievance Resolution Regulations.

**FFA Statutes** means FFA's statutes and its incorporated documents and annexures as promulgated by FFA from time to time, including the constitution and by-laws, the National Registration Regulations, the National Disciplinary Regulations, the National Code of Conduct, the Member Protection Policy, Privacy Policy and the Anti-Doping By-Law;

**FIFA Statutes** means the statutes and accompanying standing orders and regulations promulgated by FIFA from time to time.

**Grievance** means a dispute that arises directly or indirectly out of or in relation to the participation of a Member in football in Australia, including a dispute about the breach, termination, validity, or subject matter of the FFA Statutes, the Laws of the Game or any Competition Rules.

**Judicial Body** means an independent body appointed by a football governing body to hear and determine Grievances that arise within their areas of jurisdiction. The Judicial Bodies of FFA are the Disciplinary Committee and the Appeal Committee established pursuant to FFA Statutes.

**Respondent** means the party responding to, or defending, a Grievance brought against it in accordance with these Regulations.

28.2 All other capitalised terms used but not defined have the meaning given to them in the FFA Statutes.

28.3 The Grievance Resolution Regulations will be interpreted, varied and reviewed in accordance with Part IX of the FFA Statutes.

## 29 Enforcement

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These Grievance Resolution Regulations come into force 1 January 2007.

Please PRINT using a black or blue ball point pen. PLEASE COMPLETE ALL SECTIONS.

#### 1. APPLICANT DETAILS

Applicant Name:

Contact name and title:  
*(if applicant is an entity)*

Address for service of notices:

Telephone:

Mobile:

Fax:

Email

If your answer is yes, please name that party:

Name:

Contact name and title:  
*(if affected party is an entity)*

Address for service of notices:

Telephone:

Mobile:

Fax:

Email

#### 2. TYPE OF APPLICATION

FFA Disciplinary Committee  FFA Appeal Committee

##### Explanatory notes:

*The FFA Disciplinary Committee determines Grievances arising from a sanction imposed or decision made by FFA under FFA Statutes or that relate to FFA controlled events, such as National Championships, National Teams or the A-League.*

*The FFA Appeal Committee hears appeals from the FFA Disciplinary Committee and eligible appeals from a Member Federation Appeal Committee.*

##### Explanatory Notes:

*Your application for relief may have consequences for another party. For example, if you allege your club should have been awarded 3 points for a match, the opposing club would have a real interest in the hearing. FFA is concerned to ensure such an affected party is aware of your application and is provided with an opportunity to be heard.*

**IF THERE ARE FURTHER PARTIES YOU WISH TO BE LISTED AS AFFECTED PARTIES, PLEASE PROVIDE THEIR DETAILS ON A SEPARATE PAGE**

I have attached a further list of Affected Parties: Yes  No

#### 3. RESPONDENT DETAILS

Respondent Name:

Contact name and title:  
*(if respondent is an entity)*

Address for service of notices:

Telephone:

Mobile:

Fax:

Email

#### 5. DOES FFA HAVE THE JURISDICTION TO HEAR THIS MATTER?

FFA's jurisdiction is as specified in Part V of the FFA Statutes. Essentially, FFA Judicial Bodies have jurisdiction to hear the following matters:

(a) appeals from an FFA decision or sanction made under or in relation to the FFA Statutes, including National Registration Regulations and National Code of Conduct;

(b) competitions or teams under FFA's control, including National Championships, National Leagues (such as the A-League) and National Teams; or

(c) appeals from a Member Federation Appeal Committee (once those procedures have been fully exhausted) if it involves a fine of more than \$3,000 or a match suspension of more than 6 matches.

Are there further avenues of appeal from the decision within the regulations or rules of the body whose decision is being appealed?

Yes  No

*If your answer is 'yes', these must be exhausted before you can proceed any further with your application to the FFA.*

**IF THERE ARE FURTHER PARTIES YOU WANT TO BE RESPONDENTS, PLEASE PROVIDE THEIR DETAILS ON A SEPARATE PAGE:**

I have attached further Respondents: Yes  No

#### 4. AFFECTED PARTY

Is there another party potentially directly affected by your application?  
Yes  No

#### 6. DATE GRIEVANCE AROSE

Insert date subject matter of Grievance arose:   /   /

##### Explanatory Notes:

*Ordinarily, you must bring your application within 2 years of the date the Grievance arose (see further clause 23 of the Grievance Resolution Regulations).*



## 8. RELIEF SOUGHT

Please describe the relief you are seeking from the Judicial Body.

If necessary, continue in an annexure:


## 9. URGENCY

Are there grounds for suggesting that these proceedings should be heard on an urgent basis? For example, is there an upcoming match that requires these proceedings to be finalised beforehand, or any other reason for urgency?

Yes  No

*If 'yes', please describe below the basis for the urgent hearing of the matter and the requested timeframes:*


## 10. DO YOU REQUIRE A STAY OF EXECUTION OF THE DECISION APPEALED FROM?

Yes  No

*If 'yes', please describe below the reasons for your application for a stay of execution.*


**Explanatory notes:**

**A Judicial Body has the power to have a sanction lifted pending the hearing of the appeal (see clause 14 of the GRR). For example, the decision appealed from may have included orders that prevent you from participating in a major competition.**

## 11. TIMEFRAMES AND COSTS

Clause 6 of the Grievance Resolution Regulations provides the timeframes under which this Application Form must be lodged with FFA.

Please be aware of clause 15 of the GRR as costs may be awarded against you if you are unsuccessful in your application. These costs may include the legal and other fees of the Respondent, and any Affected Parties.

## 12. NOMINATION OF ARBITRATOR

A list of FFA Arbitrators is available at [www.footballaustralia.com.au](http://www.footballaustralia.com.au). You may nominate a preferred Arbitrator below. If there is no nomination or your preferred Arbitrator is not available, FFA will appoint Arbitrators based on the subject matter of the Grievance, the expertise of the Arbitrators and their availability.

Preferred Arbitrator:

## 13. INSTRUCTIONS FOR LODGING APPLICATION

The Application Fee is AUD\$500, which is non-refundable and must be lodged at the time of making this application.

You should address any correspondence, applications or other general queries to the Administrator at the address below:

**Football Federation Australia**  
**Level 7, 26 College Street**  
**Sydney NSW 2000**  
**Ph: (02) 8354 5555**  
**Fax: (02) 8354 5590**

## FFA Bank Account details

Payment of the Application Fee can be made by cheque or directly into the FFA bank account. Please file receipt of payment into this account with the Administrator with this Application Form.

**Bank: National Australia Bank**

**Bank Address: 255 George Street, Sydney 2000, NSW, Australia**

**Account Name: Football Federation Australia Limited**

**Account Number - 562 584 036**

**Branch/Swift Code - 082-057**

## 14. SIGNATURE OF APPLICANT

I warrant that the information contained in this Application Form is true and correct.

Signed:

Date:

D	D	/	M	M	/	Y	Y	Y	Y
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Position:

