



## FOOTBALL CODE OF CONDUCT

This Code of Conduct seeks to promote and strengthen the reputation of Football in Australia by establishing a standard of performance, behaviour and professionalism for its participants and stakeholders. In addition, it seeks to deter conduct that could impair public confidence in the honest and professional conduct of Matches or in the integrity and good character of its participants.

### 1. APPLICATION AND SCOPE

1.1 This Code applies to the conduct and behaviour of FFA, State Federations, District Associations, Clubs, Players, Officials and Agents (**Members**).

1.2 This Code does not:

- (a) apply to an infringement of:
  - (i) FFA's Anti-Doping Policy, which is to be dealt with in accordance with that Anti-Doping Policy; or
  - (ii) the Laws of the Game, which is to be dealt with in accordance with FFA's Disciplinary Regulations; and
- (b) limit or restrict the application of:
  - (i) FFA's Member Protection Policy that establishes the rights and responsibilities of Members in relation to discrimination, harassment, child protection and intimate relations; or
  - (ii) FIFA's Code of Ethics that safeguards FIFA's image and ensures the integrity of Officials in the discharge of their duties.

1.3 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.

1.4 A person will be deemed to have engaged in conduct or behaviour:

- (a) regardless of whether or not it was committed deliberately or negligently;
- (b) if that person has attempted, offered or encouraged others, to engage in that conduct or behaviour; or
- (c) where that person knowingly takes part in the conduct or behaviour.

### 2. DISREPUTE

2.1 A Member must not bring FFA, FFA Partners or Football into Disrepute.

2.2 Without limiting the generality of clause 2.1, a Member will be taken as having brought FFA or Football into Disrepute if any of the following occurs:

- (a) discriminatory behaviour, including public disparagement of, discrimination against, or vilification of, a person on account of an Attribute;

- (b) harassment, including sexual harassment or any unwelcome sexual conduct which makes a person feel offended, humiliated and/or intimidated where that reaction is reasonable in the circumstances;
- (c) offensive behaviour, including offensive, obscene or insulting gestures or language;
- (d) incitement of hatred or violence;
- (e) spectator or crowd violence;
- (f) intimidation of Match Officials, including use of violence or threats to pressure a Match Official to take or omit to take certain action;
- (g) forgery and falsification, including creation of a false document, forgery of a document or signature or the making of a false claim;
- (h) corruption, including offering a benefit or an advantage to a Player or an Official in an attempt to incite him or her to violate FIFA Statutes or FFA Rules and Regulations;
- (i) abuse of position to obtain personal benefit;
- (j) commission or charge of a criminal offence; or
- (k) any other conduct or behaviour that materially injures the reputation and goodwill of FFA or Football generally.

### **3. BETTING, MATCH-FIXING AND CORRUPTION**

3.1 A Member must not engage, directly or indirectly, in:

- (a) any bet, wager, gamble or any other form of financial speculation where the relevant person stands to win or gain from the win, draw or loss of any Club competing in a Match;
- (b) the throwing or fixing of a Match; and
- (c) any conduct or behaviour intended to unfairly affect the result of a Match, including accepting or agreeing to accept any money, gift, consideration or benefit (whether in cash or kind) connected with or relating to the ability of a Member to exercise control over or influence the outcome of a Match so as to bring about a result other than that which would be achieved in a fair contest between the competing teams.

3.2 A Player, an Official and an Agent must not:

- (a) accept bribes through the offer, promise or acceptance of a gift or any other benefit (whether in cash or kind) in return for violating his or her duties; or
- (b) provide any information for benefit or reward concerning a Club, its team's actual or likely composition, the form or injuries of Players or possible tactics (other than in connection with a bona fide media interview).

3.3 A Member must immediately report to FFA any offer of a bribe or any attempt by a person in breach of this clause 3.

### **4. MEDIA STATEMENTS**

4.1 A Member must not make any statement in public, including any contribution to television, radio or print media that:

- (a) is disparaging of a Match Official, opposition team or any Player or Official;
- (b) is disparaging of FFA, any FFA regulation or policy decision or an FFA Partner;
- (c) comments on any matter currently the subject of the Grievance Procedure; or
- (d) materially injures the reputation and goodwill of FFA or Football generally.

4.2 A Member must not make or issue any public or media statement or release that incorporates a reference to FFA, or attributes any quote to FFA, without FFA's prior written consent.

### **5. SANCTIONS**

5.1 FFA will determine the scope and duration of each sanction, but must not impose any sanction greater than the maximums specified in FIFA's Disciplinary Code.

- 5.2 If an individual (including Player, Official or Agent) breaches this Code, FFA may impose the following sanctions:
- (a) reprimand;
  - (b) direction to make verbal or written apology;
  - (c) place the individual on a bond;
  - (d) direction to undergo counselling;
  - (e) imposition of a fine;
  - (f) ban from dressing room, substitutes bench or stadium;
  - (g) ban on taking part in any Football related activity;
  - (h) suspension from participation in a Match or Matches;
  - (i) expulsion or termination of engagement or employment;
  - (j) cancellation of any FFA accreditation or licence, including Agent's licence or coaching accreditation; or
  - (k) such other sanction as is appropriate in all the circumstances.
- 5.3 If an entity (including State Federation, District Association or Club) breaches this Code, FFA may impose the following sanctions:
- (a) reprimand;
  - (b) place the entity on a bond;
  - (c) imposition of a fine;
  - (d) playing a match on neutral territory;
  - (e) annulment of the result of a Match;
  - (f) deduction of points;
  - (g) suspension from participation in a Match or Matches;
  - (h) expulsion; or
  - (i) such other sanction as is appropriate in all the circumstances.
- 5.4 All fines payable under this Code must be paid within 14 days after the date on which the fine is imposed unless:
- (a) otherwise agreed to in writing by FFA; or
  - (b) the matter is referred to the Grievance Procedure under clause 9 of this Code.
- 5.5 The sanctions provided for in this clause 5 may be combined. If a suspension is combined with a fine, it is prolonged until the fine is paid in full.
- 5.6 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.
- 6. RIGHT TO BE HEARD AND OF INTERVENTION**
- 6.1 FFA reserves the right to be heard and to make submissions in a State Federation, District Association or Club investigation or hearing.
- 6.2 FFA reserves the right to intervene in a State Federation, District Association or Club investigation or hearing if it thinks, in its absolute discretion, that the matter has the potential to affect FFA or Football generally.
- 6.3 If FFA wants to exercise its right of intervention:
- (a) it will serve written notice on the State Federation, District Association or Club (as the case requires) and, from the date of that notice, take over the investigation and determination of the matter;
  - (b) the State Federation, District Association or Club (as the case requires) must then:

- (i) promptly provide FFA with any relevant documents, prescribed forms or information that may assist FFA in investigating or determining the complaint; and
- (ii) co-operate with FFA in the investigation or enforcement of the complaint; and
- (c) any decision of FFA will be binding on the State Federation, District Association or Club and their Player or Official respectively.

## 7. DUTY OF DISCLOSURE

A Member must promptly report to FFA any breach of this Code or any unethical incident involving others who are bound by this Code.

## 8. NOTICE AND RIGHT TO BE HEARD

FFA may enforce the terms of this Code and invoke the sanctions only if it has given the party alleged to have breached this Code:

- (a) reasonable and sufficient notice of each and every particular of the alleged breach;
- (b) notice of possible sanctions; and
- (c) the opportunity to be heard and to make submissions in relation to that alleged breach.

## 9. GRIEVANCE PROCEDURE

9.1 If a Member disputes FFA's purported action taken under this Code, that party must give notice to the Administrator of the Grievance Procedure:

- (a) within 14 days after the date on which the purported action was taken; and
- (b) specifying the reason for the dispute and any relevant facts.

9.2 Any purported action taken by FFA under this Code will not take effect until the Grievance Procedure has been terminated or exhausted.

## 10. TIMEFRAME

10.1 Unless exceptional circumstances can be established, an action for breach of this Code must be brought within 2 years from the time the subject matter of the breach arose.

## 11. DEFINITIONS AND INTERPRETATION

11.1 In this Code:

**Administrator** means the person appointed by FFA from time to time to administer the Grievance Procedure and to present the facts and evidence at hearings.

**Agent** means a person who is licensed by FFA from time to time to act as a player agent under FFA Rules and Regulations or who otherwise meets the requirements of FIFA Statutes.

**Attribute** means race, colour, religion, language, politics, national or ethnic origin, gender, transgender, sexual orientation, age, marital status, pregnancy or intellectual or physical impairment or any other attribute specified under commonwealth or state legislation.

**Club** means any club or team that is from time to time:

- (a) a member of, or affiliated to, FFA or a State Federation or District Association;
- (b) admitted by FFA to field a team in a National League; or
- (c) admitted by FFA to field a team in a National Championships.

**Club Official** means any personnel involved with the administration, management or organisation of a Club (whether paid or unpaid), including employees, consultants, officers and directors.

**Disrepute** means any conduct, statement or appearance in public that is damaging to reputation, including by being defamatory or critical without reasonable basis or justification.

**District Association** means a member or district association that is a member of, or affiliated to, a State Federation from time to time.

**FFA** means Football Federation Australia Limited ACN 106 478 068.

**FFA Partners** mean the official partners and suppliers appointed by FFA from time to time, including broadcasters, naming rights sponsors, partners and beverage, playing kit and match ball suppliers.

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

**Grievance Procedure** means the procedure that applies exclusively to facilitate the expeditious and fair resolution of disputes or grievances that arise between the Members, as promulgated by FFA from time to time (a current version of which can be obtained on [www.footballaustralia.com.au](http://www.footballaustralia.com.au)).

**Match** means any match staged or participated in by FFA, a State Federation, a District Association or a Club or a match that is otherwise sanctioned by or played under the auspices of FFA, including any pre or post season, trial or exhibition match.

**Match Official** means a referee, assistant referee, fourth official, match commissioner, referee inspector, selector, any person in charge of safety or any other person appointed by FFA or a State Federation or District Association to assume responsibility in connection with a Match.

**National Championships** means any male and female national championships staged or sanctioned by FFA from time to time, including the National Youth Championships.

**National League** means the national men's and women's club competitions or tournaments conducted under the auspices of FFA, including the semi finals, preliminary final and grand final and any pre or post season or knockout cup competition conducted, organised or sanctioned by FFA.

**National Team** means any national team squad selected or nominated by FFA, including the men's and women's senior, under age, Olympics, Futsal and beach Football teams or any other national representative team determined by FFA from time to time.

**Official** means:

- (a) a Club Official, Match Official or Team Official;
- (b) an employee, consultant, officer and director of FFA, a State Federation or a District Association; or
- (c) a member of a council, committee, panel or body constituted by FFA, a State Federation or a District Association.

**Player** means any person who is, from time to time, registered with, or contracted to, a Club or is selected as a member of a National Team, whether that person is an amateur or professional.

**Rules and Regulations** means FFA's constitution and by-laws and the rules and regulations and policies and procedures as developed or implemented by FFA from time to time.

**State Federation** means a State or Territory federation or association that is a member or interim member of FFA from time to time.

**Team Official** means any personnel involved with the management, preparation or participation of a Club (whether paid or unpaid), including the coaches, managers, medical staff (including team or match doctor), physiotherapists, gear persons and other support staff.

11.2 In this Code of Conduct:

- (a) any use of the word 'includes' or words such as 'for example' or 'such' do not limit anything else that is included in general speech;
- (b) 'day' means a day when the offices of FFA are ordinarily open for business; and
- (c) all notices must be in writing and in English.

11.3 FFA will interpret all terms of this Code of Conduct and any other Rules and Regulations passed by FFA from time to time and any such interpretation will be final and binding on each Member. FFA may issue guidelines to assist in that interpretation.

11.4 FFA may vary this Code from time to time or make such further rules as it deems fit, including to implement changes to FIFA Statutes.