



Midwest Soccer Association

AMENDED JANUARY 2025

DISCIPLINARY & GRIEVANCE REGULATIONS

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This By-Law must be read in conjunction with the following documents.

FIFA Documents

- FIFA Laws of the Game
- FIFA Statutes
- FIFA Regulations on the Status and Transfer of Players
- FIFA Disciplinary Code

FFA Documents

- FFA Constitution
- National Registration Regulations
- National Disciplinary Regulations
- FFA Grievance Procedure By-Law
- National Arbitration Tribunal Regulations
- FFA Judicial Bodies By-Law
- National Code of Conduct
- National Member Protection Policy
- National Privacy Policy
- National Anti-Doping Policy
- National Spectator Code of Behaviour

Football West Documents

- Football West Disciplinary & Grievance By-Law
- Football West Competition Management By-Law
- Football West Code of Conduct
- Football West Spectator Code of Behaviour

Midwest Soccer Association Documents

- MSA Constitution
- MSA Competition Rules & Bylaws

Article 1 Introduction

1. This By-Law is made by the Midwest Soccer Association pursuant to the Midwest Soccer Association Rules of Association.
2. All Clubs and Club Associates are bound by this By-Law, the FFA Constitution, Grievance Procedure By-Law, Judicial Bodies By-Law and National Arbitration Tribunal Regulations.
3. The Midwest Soccer Association is bound by this By-Law, the FFA Constitution, Grievance Procedure By-Law, Judicial Bodies By-Law and National Arbitration Tribunal Regulations.
4. A penalty imposed by the Midwest Soccer Association, a Tribunal or an Appeals Tribunal continues to apply to a Club Associate even after that Club Associate's association with the Midwest Soccer Association has ended.
5. This By-Law does not limit or restrict the application of the FIFA Statutes, AFC Statutes or FFA Code of Conduct for conduct or behaviour of a Club Associate which occurs outside the authority of this By-Law generally.

Article 2 Objectives

1. To ensure that all Clubs, Club Associates and Match Officials observe the Laws.
2. To ensure that Football is played competitively and fairly in accordance with principles of true sportsmanship and in accordance with the Laws.
3. To encourage participation in Football and to improve and advance Football as a spectator sport, and to provide a safe and secure playing and spectator environment.
4. To provide a system which sets out procedures, guidelines and penalties for any Club, Club Associate or Match Official who breaches the Laws.
5. To ensure that all charges of Misconduct and all Grievances are conducted fairly and in accordance with the principles of natural justice.
6. To impose penalties which are both appropriate and designed to act as a deterrent for offences of unsporting behaviour, violence, offences against match officials, and discrimination on any grounds including race, gender, religion, impairment and sexual orientation and any other offence which affects the good name of football and the Midwest Soccer Association.

Article 3 Definitions and Interpretations

Definitions

In this By-Law, unless the context otherwise requires, the following definitions must be used:

Additional Suspension means any Suspension in addition to an Automatic Match Suspension.

AFC means the Asian Football Confederation.

Appeals Tribunal means a special Tribunal established to hear appeals resulting from a decision of a Tribunal.

Applicant means a party which lodges an application to the Midwest Soccer Association to have a Grievance heard and determined by a Tribunal.

Assault means an act by which a person strikes, touches, or moves, or otherwise applies force of any kind to, the person of another, either directly or indirectly, without the other person's consent, or with the other person's consent if the consent is obtained by fraud, and which is intended to hurt or damage and regardless of whether actual hurt or damage was caused.

AUD or \$ means the lawful currency of the Commonwealth of Australia.

Automatic Match Suspension means a Match Suspension which cannot be reviewed or challenged except in the case of mistaken identity.

By-Law means any By-Law made by the Management Committee of the Midwest Soccer Association in accordance with the Midwest Soccer Association Constitution.

Business Day means a day other than a Saturday, Sunday or a public holiday in Western Australia.

Chair means the Tribunal Member who is nominated as the chairperson of a Tribunal or Appeals Tribunal in accordance with Article 17 -.

Club means a Club registered with FFA in accordance with the National Registration Regulations.

Club Associate means one or more of the following, whether individually or collectively:

- Club Office Bearer;
- Club Official (including, but not limited to, a coach, Team manager, or anybody who is officially associated with the Club);
- Player
- **Non-playing** member of a Club;
- Supporter of a Club;
- Club.

Competition Rules means the Competition Rules including the accompanying annexes currently in force as ratified by the Midwest Soccer Association Management Committee.

Competition Season means any series of competitive Matches.

Direct Red Card means a Red Card issued in accordance with the Laws of the Game which is not classed as an Indirect Red Card.

Disciplinary Infraction Notice means a notice issued by the Midwest Soccer Association to a Club or Club Associate as a result of the issue of a Red Card, an accumulation of Yellow Cards or a charge of a Misconduct.

Fixed Penalty means the penalty listed for each offence in the Table of Offences.

Fixed Penalty Offence means any of the offences set out in the Table of Offences.

FFA means Football Federation Australia.

FIFA means Federation Internationale de Football Association.

Football means “Association Football” as recognised by FIFA from time to time. Football includes the games of soccer, modified football, MiniRoos, indoor football, 5-a-side football, futsal and beach football.

Grievance means a dispute in relation to decisions made or sanctions imposed under:

- the National Registration Regulations;
- the National Member Protection Policy;
- the Competition Rules, as long as any alleged offence is not described by the Table of Offences in this By-Law and as long as the relevant rule is not denoted as a decision or a ruling which is final; and
- any other matter as specified by the Midwest Soccer Association in its discretion.

Indirect Red Card means a Red Card issued to a Player as a result of being issued 2 Yellow Cards in a single match.

Laws means the Laws of the Game, Midwest Soccer Association Constitution, Midwest Soccer Association Competition Rules & Bylaws, Statutes and Regulations, By-Laws and Policies as applicable from time to time.

Laws of the Game means the Laws of the Game currently in force as published by FIFA from time to time.

Match means any game of Football conducted by or under the control of the Midwest Soccer Association.

Match Official includes the following:

- Football West appointed referee.
- Football West appointed assistant referee.
- Football West appointed fourth official.
- Football West appointed referee assessor.

- Any other person designated by Football West as a Match Official including a non-accredited referee chosen by a Club to preside over a Match in the absence of a Football West appointed referee.

Match Suspension means a Suspension issued in terms of a number of Matches.

Misconduct means any act or omission by a Club, Club Associate or a Match Official which constitutes:

- a breach of the Statutes and Regulations;
- a breach of the FFA Statutes, any FFA Regulation, Policy or Code of Conduct which may be in place from time to time;
- a breach of the Laws of the Game;
- a breach of the Midwest Soccer Association Regulations or Policy unless such regulation or policy contains a provision or provisions for dealing with any breach thereof;
- a breach of the Midwest Soccer Association Competition Rules unless such rule contains a provision or provisions for dealing with any breach thereof;
- in the opinion of the Midwest Soccer Association, conduct which is or may be prejudicial to the interests of the game of Football in Western Australia or to the Midwest Soccer Association or any of its sponsors.

Player means any person who is, from time to time, registered with a Club or is selected as a member of a Representative Team. For the avoidance of doubt, a reference to a Player during a Match includes a substitute and a substituted Player.

Policy means any policy currently in force as ratified by the Midwest Soccer Association Management Committee.

Protest means a formal dispute against a Match result arising from an allegation that a Club has fielded an ineligible Player.

Red Card means the card used to communicate to a Player that he has been sent off.

Representative Match means a Match in which a Representative Team participates.

Representative Team means a group of players which may be registered with different Clubs, but which represents the Midwest Soccer Association in a particular Match or series of Matches.

Respondent means the party against whom a Grievance has been lodged by an Applicant.

Statutes and Regulations means those statutes and regulations as published by FIFA from time to time.

Suspension has the meaning set out in Article 13 -.

Table of Offences means the list of offences as described in Article 27 -.

Team means any group of Players which represents the Club (whether formally or informally) in a Match or series of Matches, or with which the Club is connected in any way as determined by the Midwest Soccer Association.

Time Suspension means a Suspension issued in terms of days, months or an end date.

Tribunal means the Tribunal established pursuant to this By-Law which is empowered to hear charges of Misconduct and Grievances.

Tribunal Member means a person appointed to the Tribunal by the Midwest Soccer Association from time to time as deemed fit.

Yellow Card means the card used to communicate to a Player that he has been cautioned.

Interpretation

In this By-Law, unless the context otherwise requires;

- headings are for convenience of reference only and do not affect interpretation;
- references to any gender include all genders;
- references to the singular apply to the plural and vice versa;
- references to a person include any other entity recognised by law and vice versa;
- where a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- any reference to a paragraph number refers to a paragraph in the same Article unless otherwise stated;
- any reference to a party to this document includes its successors and permitted assigns;

- any reference to any agreement or document includes that agreement or document as amended at any time;
- the use of the word includes or including is not to be taken as limiting the meaning of the words preceding it;
- the expression at any time includes reference to past, present and future time and the performance of any action from time to time;
- reference to a statute includes all regulations and amendments to that statute and any statute passed in substitution for that statute or incorporating any of its provisions to the extent that they are incorporated;
- any term defined in the Midwest Soccer Association constitution has the same meaning as set out in that document.

Article 4 Investigation & Charges

1. Subject to this By-Law, only the Midwest Soccer Association Management Committee may bring a charge of Misconduct against a Club, Club Associate or a Match Official.
2. The Midwest Soccer Association may investigate any matter which in its opinion is relevant to whether or not a charge of Misconduct ought to be laid. Such an investigation may be initiated on the basis of the report of the Match Official, a complaint by a Club, a report of any other person, or on the basis of any other evidence which in the opinion of the Midwest Soccer Association is credible.
3. Such an investigation may be carried out by the Midwest Soccer Association as it sees fit and all Clubs, Club Associates and Match Officials are required to co-operate fully with the Midwest Soccer Association in the conduct of that investigation.
4. At any time, the Midwest Soccer Association may determine whether any charge of Misconduct is to be laid and in relation to such charge whether:
 - a) it is to be referred to the Tribunal; or
 - b) it is to be dealt with pursuant to the Table of Offences; or
 - c) it is to be dealt with by mediation under this By-Law; or
 - d) it is to be dealt with by referral to the Referees Technical Committee; or
 - e) it is to be dealt with by any combination of the above; or
 - f) no action is to be taken; or
 - g) it is to be dealt with in any other manner which the Midwest Soccer Association deems appropriate and any such determination shall be at the absolute discretion of the Midwest Soccer Association and not be capable of review by any part;
5. Failure to comply with a decision of the Midwest Soccer Association in accordance with paragraph 4 within the manner or time as prescribed by the decision, is itself a breach of this By-Law. The non-compliant party may be subject to further sanction.

Article 5 Yellow Card Infringements

1. A Yellow Card is a warning from a Match Official to a Player in respect of unfair behaviour of a less serious nature and is issued in accordance with Law 12 of the Laws of the Game as detailed below:

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| Y1 | is guilty of unsporting behaviour |
| Y2 | shows dissent by word or action. |
| Y3 | persistently infringes the Laws of the Game |
| Y4 | delays the restart of play. |

- Y5 fails to respect the required distance when play is restarted with a corner kick, free kick or throw-in.
 - Y6 enters or re-enters the field of play without the referee's permission
 - Y7 deliberately leaves the field of play without the referee's permission.
2. A Yellow Card issued to a Player may not be reviewed or challenged except in the case of mistaken identity.
 3. A Player who accumulates 3 Yellow Cards in a Competition Season or 2 Yellow Cards in a Pre-Season Competition or 7-a-side Competition must serve an Automatic Match Suspension of 1 Match.
 4. A Player who accumulates 6 Yellow Cards in a Competition Season or 4 Yellow Cards in a Pre-Season Competition or 7-a-side Competition must serve an Automatic Match Suspension of 2 Matches.
 5. A Player who accumulates 9 Yellow Cards in a Competition Season or 6 Yellow Cards in a Pre-Season Competition or 7-a-side Competition must serve an Automatic Match Suspension of 3 Matches.
 6. A Player who accumulates 12 Yellow Cards in a Competition Season must serve an Automatic Match Suspension of 4 Matches.
 7. If a Player receives 2 Yellow Cards in a single Match and therefore receives an Indirect Red Card, the 2 Yellow Cards must not be included in the Player's accumulated total of Yellow Cards as described in paragraphs 3, 4, 5 and 6.
 8. If a Player receives a Yellow Card and then a Direct Red Card, the Yellow Card must be included in the Player's accumulated total of Yellow Cards as described in paragraph 3, 4, 5 and 6.
 9. A single Yellow Card received during a friendly or Representative Match does not accumulate towards future competition matches.
 10. A single Yellow Card issued during an abandoned / forfeited Match must be annulled if the Match is replayed and upheld if the Match is not upheld.

Article 6 Red Card Infringements

1. A Red Card is shown to a Player in respect of unfair behaviour of a more serious nature and is issued in accordance with Law 12 of the Laws of the Game as detailed below:
 - R1 is guilty of serious foul play
 - R2 is guilty of violent conduct.
 - R3 spits at an opponent or any other person
 - R4 denies the opposing Team a goal or an obvious goal scoring opportunity by deliberately handling the ball (this does not apply to the goalkeeper within his own penalty area)
 - R5 denies the opposing Team 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 uses offensive, insulting or abusive language and/or gestures
 - R7 receives 2 Yellow Cards in the same Match.
2. A Player who is shown a Red Card:
 - a) must leave the field of play and its surroundings and may not be present inside the perimeter fence or barrier, where one is present, or within 20 metres of the field of play where no perimeter fence or barrier is present, until at least 15 minutes following the end of the Match;
 - b) must receive an Automatic Match Suspension;
 - c) may be required to attend a Tribunal hearing depending on the seriousness of the Offence.

3. A Player who is issued with a Red Card may not participate in any Midwest Soccer Association Match on the same day either as a Club Player, Club referee, Club assistant referee.
4. An exclusion from participation in accordance with paragraph 3 is in addition to any sanction imposed by the Midwest Soccer Association or a Tribunal.
5. A Red Card issued to a Player may not be reviewed or challenged except in the case of mistaken identity.
6. A Player issued with a Red Card must serve an Automatic Match Suspension of 1 Match.
7. A Player who accumulates a second Red Card in a Competition Season must serve an Automatic Match Suspension of 2 Matches.
8. A Player who accumulates a third Red Card in a Competition Season must serve an Automatic Match Suspension of 3 Matches.
9. A Player who accumulates a fourth Red Card in a Competition Season must serve an Automatic Match Suspension of 4 Matches.
10. The imposition of an Automatic Match Suspension is immediate. For completeness, the Midwest Soccer Association must issue a Disciplinary Infringement Notice in accordance with this By-Law, but for the avoidance of doubt, the Automatic Match Suspension is effective regardless of whether or not the Disciplinary Infringement Notice is received before the next Match.
11. In addition to the Automatic Match Suspension described in paragraphs 6, 7, 8 and 9, the Player may be required to serve an Additional Suspension in accordance with the Table of Offences.
12. A Red Card issued during an abandoned / forfeited Match must be upheld regardless of whether or not the Match is replayed.

Article 7 Decisions of Match Officials

1. Facts contained in Match Official's reports are presumed to be accurate.
2. Proof of the inaccuracy of the contents of these reports may be provided by any party.
3. If there is any discrepancy in the reports from the various Match Officials and there are no means of resolving the different versions of the facts, the referee's report is considered authoritative regarding the incidents that occurred on the field of play.

Article 8 Offences by Non-Playing Club Associates

1. A referee may expel a non-playing Club Associate from the field of play, its surrounds and the technical area if the Club Associate is, in the opinion of the referee, guilty of Misconduct.
2. An expelled non-playing Club Associate may not be present inside the perimeter fence or barrier, where one is present, or within 20 metres of the field of play where no perimeter fence or barrier is present, until at least 15 minutes following the end of the Match.
3. A non-playing Club Associate who has been expelled from the field of play, its surrounds and the technical area, must receive a written reprimand.
4. A non-playing Club Associate who has been expelled from the field of play, its surrounds and the technical area on 2 occasions during a Competition Season, must serve an Automatic Match Suspension of 1 Match.

5. A non-playing Club Associate who has been expelled from the field of play, its surrounds and the technical area on 3 occasions during a Competition Season, must serve an Automatic Match Suspension of 2 Matches.
6. A non-playing Club Associate who has been expelled from the field of play, its surrounds and the technical area on 4 occasions during a Competition Season, must serve an Automatic Match Suspension of 3 Matches.
7. The imposition of an Automatic Match Suspension is immediate. For completeness, the Midwest Soccer Association must issue a Disciplinary Infringement Notice in accordance with this By-Law, but for the avoidance of doubt, the Automatic Match Suspension is effective regardless of whether or not the Disciplinary Infringement Notice is received by the Club of the expelled non-playing Club Associate before the next Match.
8. A non-playing Club Associate who is expelled by a referee in accordance with paragraph 1 may not participate in any Midwest Soccer Association Match on the same day either as a Player, coach, ground official, Club referee, Club assistant referee.
9. In addition to the Automatic Match Suspensions prescribed in paragraph 3, 4, 5 and 6, the non-playing Club Associate may be subject to additional penalties in accordance with the Table of Offences.

Article 9 Team Misconduct

1. A Club which has 5 or more individual Players cautioned or sent off in a single Match, must be sanctioned in accordance with the Table of Offences.
2. A Club which has 3 or more individual Players sent off in a single Match, must be sanctioned in accordance with the Table of Offences.
3. A Club in which multiple Players collectively show dissent towards a Match Official or collectively seek to intimidate, threaten or exert pressure on a Match Official during a Match to make or alter a decision must be sanctioned in accordance with the Table of Offences.

Article 10 Other Misconduct

1. A Club or Club Associate may be charged with Misconduct if there are grounds for doing so.

Article 11 Persistent Serious Offending by a Club

1. A Club that is guilty of persistent serious offending may, at the discretion of the Midwest Soccer Association, be disaffiliated from the Midwest Soccer Association. Persistent serious offending includes, but is not limited to:
 - a) Causing the abandonment of a Match on 3 or more occasions in a single season; or
 - b) Causing the abandonment of a Match on 6 or more occasions in any 3 seasons; or
 - c) Being guilty of Offence 27 (See Table of Offences) on 3 or more occasions in any number of Competition Seasons; or
 - d) Club Associates involved in mass brawls or melees on 3 or more occasions in a single season; or
 - e) Club Associates involved in mass brawls or melees on 6 or more occasions in any 3 seasons.
2. A Club that has been disaffiliated from the Midwest Soccer Association in accordance with paragraph 1, may request that the matter be referred to a Tribunal in accordance with Article 19 -.

Article 12 Charges Against a Match Official

1. A charge against a Match Official must be referred to the Referees Technical Committee in the first instance.
2. The Referees Technical Committee reserves the right to refer a charge against a Match Official to the Tribunal after the matter has been considered by the Referees Technical Committee.

Article 13 Serving a Suspension

1. A Suspension is a ban on taking part in a Match in any official capacity, which includes, but is not limited to, participating as a Match Official, Club Associate. If a Club Associate is suspended in a competition other than that of the Midwest Soccer Association, then the ban is effective within the Midwest Soccer Association until the suspension is lifted by the body that imposed it.
2. A suspended Club Associate may not enter the field of play, the surrounds of the field of play, the technical area, the Players' race or any other area within a venue where the Club Associates are likely to assemble to prepare for a Match for 15 minutes before the Match commences and continuing until 15 minutes after the Match ends.
3. A Club Associate serving a Match Suspension is suspended from participating in all Midwest Soccer Association Matches excluding 7-a-side until the Club in which the Club Associate was participating when he incurred the Suspension has completed the number of competition Matches equivalent to the Suspension.
4. If a Club Associate serving a Suspension changes Clubs, this does not affect the Suspension.
5. A Player serving a Time Suspension or a Match Suspension which, when imposed, comprised a penalty greater than the Automatic Match Suspension is not eligible to be selected for a Representative Team.
6. All Suspensions not completed in a single Competition Season carry over to the following Competition Season.
7. If a Suspension cannot be served in the team or competition in which the suspension was incurred, the Midwest Soccer Association reserves the right to determine how the suspension will be served.
8. A Club Associate may not register with or move to another Club for the purpose of serving a Suspension in another competition. Where circumstances arise which suggest that a Club Associate may have attempted this, the Midwest Soccer Association must investigate the matter and make a determination. If proven, the Midwest Soccer Association must reinstate any Suspension which may have been served in the other competition.
9. An Automatic Match Suspension incurred in a friendly Match must be served in the next friendly Match.
10. Any Suspension incurred in a 7-a-side Match must be served in the next 7-a-side Match.
11. An Additional Suspension imposed for an offence which occurred in a friendly Match must be served in the next competition Match.
12. If a Club Associate cannot complete his Suspension during a single Competition Season, and his Suspension continues into the following Competition Season, he may participate in friendly Matches as long as any such friendly Match takes place prior to the commencement of the following Competition Season. For the avoidance of doubt, the Midwest Soccer Association is the sole judge of when a Competition Season commences.

13. If a Club Associate is suspended during the Competition Season, he may not compete in any friendly Matches until that Suspension has been served except in circumstances specified in paragraph 12.
14. If a Match is postponed, the postponed Match is not credited as a Match served for a Club Associate serving a Match Suspension.
15. If a Match is abandoned or forfeited, the Match is credited as a Match served for a Club Associate serving a Match Suspension only if the Team to which the Player serving a Suspension belongs did not cause the Match to be abandoned or forfeited.

Article 14 Mediation

1. In any allegation of Misconduct, or in any Grievance, the Midwest Soccer Association may require a Club to attend a meeting with the Midwest Soccer Association and an Independent person who will act as a mediator for the purpose of attempting to reach agreement as to how the allegation is to be managed.
2. Any such meeting must be conducted under conditions similar to the without prejudice rule and the mediator may not impose any decision on any of the parties.
3. A failure by a Club to attend such a meeting when requested, without reasonable excuse, will be charged with Misconduct.
4. Unless agreement is reached at such a meeting and recorded in writing and signed by the parties, the Midwest Soccer Association may in its complete discretion, decide to refer the allegation of Misconduct or the Grievance to the Tribunal.

Article 15 Player Eligibility Protests

1. A Club may lodge a Protest about the validity of a Match result based on the eligibility of a Player of Players. A Protest may only be lodged by one of the Clubs which participated in the Match which is being disputed. The Protest must:
 - a) be lodged in writing on an official Club letterhead with the Midwest Soccer Association; and
 - b) be received within 72 hours of the completion of the Match (lodgment by email is acceptable as long as the email is received from the Club Secretary or President);
 - c) be accompanied by a Protest fee of \$50. For the avoidance of doubt, a Protest which is lodged by email will not be deemed a valid Protest unless the Protest fee is received by the Midwest Soccer Association within 72 hours of the completion of the Match; and
 - d) describe the details of the alleged ineligibility of the Player or Players about whom the Protest is lodged.
2. A Protest which does not meet the requirements of paragraph 1 will be deemed to be an invalid Protest.
3. No Protest will be accepted if the Club lodging the Protest has a debt with the Midwest Soccer Association which is more than 30 days old. In such circumstances, the Protest must be dismissed.
4. Protests must be investigated by the Midwest Soccer Association.
5. In the event that a Protest is proven, the Protest fee must be refunded in full to the Club which lodged the Protest.
6. In the event a Protest is proven, the Midwest Soccer Association reserves the right to charge the offending Club with Misconduct.

7. The Midwest Soccer Association reserves the right to convene a Tribunal to hear any matter resulting from a Protest and the Tribunal may impose a sanction in accordance with **Article 21.4 of the FFA Constitution**.
8. If the Protest is not proven, then the Match result will stand, and the Protest fee will not be refunded.

Article 16 Notification

1. Where the Midwest Soccer Association is required under this By-Law to notify any Club of any matter then such requirement is deemed to have been satisfied by the Midwest Soccer Association by:
 - a) sending any such notification by email to the Club's email address last identified to the Midwest Soccer Association by that Club; or
 - b) sending such notification by ordinary mail to the Club's relevant postal address last identified to the Midwest Soccer Association by that Club.
2. Such notification is deemed to have been received:
 - a) in the case of notification by email, at a time at which such email is sent; or
 - b) in the case of notification by post, at the expiration of 2 Business Days following the date on which such notification was posted.

Article 17 Tribunal

1. The Midwest Soccer Association Management Committee must appoint Tribunal Members.
2. The Tribunal shall elect a Chairperson.
3. A person may not be appointed to the Tribunal if he or she is:
 - a) an official of a Club
 - b) a member of the Midwest Soccer Association Management Committee
4. Subject to this By-Law the Tribunal will ordinarily consist of 3 members but may sit with either 1 or 2 members.
5. A Tribunal Member may only be removed from the Tribunal at the discretion of the Midwest Soccer Association Management Committee.
6. No Tribunal Member may represent a Club in any proceedings before the Tribunal whilst a Tribunal Member or within the same calendar year in which he or she is a Tribunal Member.
7. A Tribunal Member may also be a member of an Appeals Tribunal but may not hear an appeal against a Tribunal decision if he or she was a member of the Tribunal which made the original decision.
8. A Tribunal Member must disqualify himself or herself at any hearing where he or she is in any way directly or indirectly interested in a matter to be heard by the Tribunal or otherwise has any relationship with any part to the matter such that that person is or may be seen to be not independent.

Article 18 Jurisdiction of the Tribunal

1. The Tribunal has jurisdiction over any matters referred to it by the Midwest Soccer Association.

2. The Tribunal has the authority to issue any sanction as specified in **Article 21.4 of the FFA Constitution**.

Article 19 Tribunal Hearings (Misconduct)

1. On receipt of a Misconduct report, evidence of Misconduct by a Team pursuant to Article 9 – or as a result of an investigation, the Midwest Soccer Association will:
 - a) issue a Disciplinary Infringement Notice and sanction the offending party in accordance with the Table of Offences; or
 - b) refer the matter to a Tribunal.
2. A Disciplinary Infringement Notice issued in accordance with paragraph 1a) must detail the alleged offence, the sanction imposed and must contain the particulars of the Match or event at which the alleged offence occurred.
3. On receipt of a Disciplinary Infringement Notice, the Club may elect to either:
 - a) accept the specified sanction; or
 - b) request the matter be referred to a Tribunal.
4. A Club electing to have a matter referred to the Tribunal in accordance with paragraph 3b) must:
 - a) lodge the request in writing on the prescribed form signed by the Club Secretary or President (lodgment by email is acceptable as long as the email is received from the Club Secretary or President); and
 - b) ensure the request is received by the Midwest Soccer Association within 72 hours of the notice being sent by the Midwest Soccer Association.
5. The Midwest Soccer Association reserves the right to alter the time frames required for lodgment of Tribunal requests in cases where a determination is required before a dependent Match or event.
6. Applications which do not meet the criteria specified in paragraph 4 and, where applicable, paragraph 5 will not be accepted under any circumstances.
7. An application fee is payable to the Midwest Soccer Association in order that the matter may be heard. However, the application fee is only payable after the hearing and only if the charge is upheld. The relevant fee is \$200.
8. No request for a Tribunal Hearing will be accepted if the Club making the request has a debt with the Midwest Soccer Association which is more than 30 days old. In such circumstances, the Tribunal must not hear the matter.
9. Upon receipt of a Tribunal hearing request the Midwest Soccer Association must convene the Tribunal to hear the matter as soon as possible.
10. A Club Associate may elect to have a matter referred to the Tribunal in accordance with paragraph 3b) and may be excused from the requirements of paragraph 4a) if the Club Associate can establish that he is no longer associated with the Club.
11. In the event of a Club or Club Associate electing to have a matter referred to the Tribunal, except in the circumstances described in paragraph 12, any Additional Suspension must not be imposed while the Tribunal hearing is pending.
12. In the event of a Club or Club Associate electing to have a matter referred to the Tribunal, and the basis of the challenge is that of mistaken identity, any sanction including the Automatic Match Suspension must not be imposed while the Tribunal hearing is pending.

13. If a matter is referred to the Tribunal in accordance with paragraph 1b), and the Club Associate is charged with an assault against a Match Official, then the Club Associate is suspended until the matter has been determined by the Tribunal.
14. The Tribunal must not expunge a Red Card except in the case of mistaken identity.
15. The Tribunal must not expunge an Automatic Match Suspension except in the case of mistaken identity.
16. The Tribunal may:
 - a) make a finding that the offence has not been proven in which case it may remove any Additional Suspension that may have been imposed; or
 - b) make a finding that the offence has been proven in which case the Tribunal may, in its discretion, increase the Fixed Penalty or impose any additional sanctions on the Club Associate or Club as it sees fit; or
 - c) make a finding that the Club Associate or Club is guilty of a different offence in which case the relevant Fixed Penalty may be applied and, if the Tribunal in its discretion sees fit, it may increase that Fixed Penalty or impose any additional sanctions.

Article 20 Tribunal Hearings (Grievance)

1. An Applicant must lodge an application with the Midwest Soccer Association on the prescribed form (lodgment by email is acceptable as long as, in the case of a Club, the email is received from the Club Secretary or President).
2. The Midwest Soccer Association must provide a copy of the application to the Respondent and any other affected party as soon as practicable.
3. The application form must be signed by the Applicant in the case of the Applicant being an individual, or the Club President or Secretary in the case of the Applicant being a Club. It must also 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 subject matter of the Grievance and the relevant date(s);
 - c) a statement summarising the relevant facts; and
 - d) a statement which details the desired outcome.
4. An application fee is payable to the Midwest Soccer Association in order that the matter may be heard. However, the application fee is only payment after the hearing and only if the Applicant's claim is dismissed. The relevant fee is \$200.
5. No request for a Grievance hearing will be accepted if the Club making the request has a debt with the Midwest Soccer Association which is more than 30 days old. In such circumstances, the Tribunal must not hear the matter. This condition may be waived at the absolute discretion of the Midwest Soccer Association.
6. The application fee for a matter as described in paragraph 4 may be waived on application to the Midwest Soccer Association. Any application to waive the application fee must be lodged before the matter is heard by the Tribunal. Whether the fee is waived or not is entirely at the discretion of the Midwest Soccer Association and any such decision is final and is not subject to review or appeal.
7. A Club lodging a Grievance against a charge of breaching the Competition Rules must:

- a) lodge the request in writing on the prescribed form signed by the Club Secretary or President (lodgment by email is acceptable as long as the email is received from the Club Secretary or President); and
- b) ensure the request is received by the Midwest Soccer Association by 5:00pm on the 5th Business Day following the notice being sent by the Midwest Soccer Association.

Article 21 Tribunal Procedure

1. If the Midwest Soccer Association refers a matter to the Tribunal, it must:
 - a) notify all persons who may be affected by the Tribunal's decision of the following matters:
 - (i) the time, date and place at which the hearing will take place;
 - (ii) sufficient details of the allegations against the party charged to enable the party to prepare a response to the allegations;
 - (iii) details of any documents or other evidence (e.g. video evidence) which will be relied upon at the hearing in support of the charge; and
 - (iv) that the party may make written representations to the Tribunal and/or appear before the Tribunal to make submissions.
2. The Tribunal may conduct the hearing in any manner as it sees fit and may, if it considers it appropriate, allow an amendment to the charges or adjourn the hearing provided that:
 - a) all parties affected are given a reasonable opportunity to be heard; and
 - b) The hearing is conducted with as little formality and technicality and with as much expedition as proper consideration of the matters before it permits.
3. The Tribunal is not bound by the rules of evidence or by the practices or procedures applicable to courts of record but may inform itself as to any matter and in such manner it deems appropriate.
4. The Tribunal at its sole discretion may determine a matter before it in the absence of any parties.
5. Subject to this By-Law the Tribunal may make guidelines with respect to practice and procedure of a hearing provided that such guidelines are not inconsistent with this By-Law. Any such guidelines are not binding on the Tribunal and any decision by the Tribunal will not be invalid by reason of a guideline not being followed.
6. Notwithstanding the above, the Tribunal may follow these procedures:
 - a) At the commencement of a hearing the Tribunal member or Chair may read out each charge.
 - b) the person charged, if present, may be asked whether or not he pleads guilty or not guilty.
 - c) The parties may be invited to give to the Tribunal a summary of the matters on which they wish to rely.
 - d) if video evidence of the Match or incident is available, then the video evidence may be produced and viewed by the Tribunal before any person has given his evidence.
 - e) The Tribunal may require any witnesses who are not parties to the matter to wait outside the hearing room until they are called upon to give evidence.
 - f) where the author of a document relied upon by a party is not present to be questioned about that document, the Tribunal may attach such weight as it deems appropriate to the document.
 - g) The parties may call evidence from such witnesses as are permitted by the Tribunal and all such witnesses can be subject to questioning by the other party or members of the Tribunal.
 - h) Evidence may be given in person or by way of a telephone or video link.
 - i) If video evidence is to be relied upon then the Tribunal must view all of the relevant sections of that video evidence.
 - j) submissions made by the relevant parties to a hearing may be considered by the Tribunal at its discretion.

7. At the completion of the evidence:
 - a) The parties must leave the hearing room if requested by the Tribunal.
 - b) The Tribunal may consider all the evidence and submissions made during the hearing and make a determination on the balance of probabilities with respect to whether or not the charge or charges or matter have been proven.
 - c) The Tribunal may determine that the party charged is guilty of the offence charged or is guilty of a different offence.
 - d) where the Tribunal is constituted by 2 persons, the Chair has a casting vote.

Article 22 Unsuccessful Challenges

1. A Club Associate that accepts the penalty stipulated in a Disciplinary Infringement Notice is entitled to the Reduced Penalty as described in the Table of Offences.
2. Where a Club Associate challenges the penalty stipulated in the Disciplinary Infringement Notice at a Tribunal Hearing, and the offence is proven, the Club Associate will be sanctioned with the Fixed Penalty as described in the Table of Offences.

Article 23 Penalties & Sanctions

1. A sanction, whether issued by the Midwest Soccer Association, a Tribunal or an Appeals Tribunal must be consistent with Article 21.4 of the FFA Constitution which may include any of the following:
 - a) expulsion;
 - b) disqualification;
 - c) a Suspension;
 - d) a Fine;
 - e) a reprimand or caution;
 - f) a deduction of premiership points;
 - g) compulsory attendance at a course of education or rehabilitation;
 - h) any such other sanction or penalty as the Tribunal sees fit.
2. A Suspension may be imposed in terms of days, months, an end date or matches. Except in the case of an assault against a Match Official, in which case the maximum Suspension is for life, a Suspension may not exceed either 24 Matches or 24 months, whichever is the greater.
3. The Midwest Soccer Association, a Tribunal or Appeals Tribunal may, in the case of multiple offences, impose concurrent Suspensions to the maximum of the Suspension applicable to the most serious offence for some or all of the offences.
4. Subject to paragraph 3, where the Midwest Soccer Association imposes a sanction on a Club Associate charged with multiple offences, and more than one of the offences carries a penalty which includes an Automatic Match Suspension, each occurrence of an Automatic Match Suspension for the second and subsequent offence is converted to an Additional Suspension of one Match.
5. Where a sanction imposes a Suspension on a Club Associate (whether by reference to a number of Matches or period of time), the Suspension:
 - a) must be served continuously; and
 - b) must not be structured in more than one part or in any way that allows the Club Associate to serve the Suspension in a fragmented way by participating in a certain Match or Matches (in whatever competition) and then resuming the Suspension.

6. In respect of sanctions of fewer than 6 Matches or 6 months, a Tribunal or Appeals Tribunal may order that part of the Match Suspension:
 - a) comes into immediate effect; and
 - b) The other part does not come into effect unless and until an additional Fixed Penalty Offence is committed during a specified probationary period (i.e. is suspended).
 - c) The decision was one that was not reasonably open to the Tribunal having regard to the evidence before that Tribunal.

Article 24 Appeal Hearings

1. A party subject to a decision by a Tribunal may appeal that decision on the following grounds only:
 - a) a party was not afforded a reasonable opportunity to be heard;
 - b) the determination was affected by bias;
 - c) The decision was one that was not reasonably open to the Tribunal having regard to the evidence before that Tribunal.
2. A party which appeals a decision of a Tribunal in accordance with paragraph 1 must:
 - a) lodge the request to appeal the decision in writing on the prescribed form signed by the Club Secretary or President; and
 - b) ensure the request to appeal the decision is delivered by hand or by registered post; and
 - c) ensure the request to appeal against the decision is received by the Midwest Soccer Association within 72 hours following the receipt of the decision notice of the Tribunal.
3. The Midwest Soccer Association reserves the right to alter the timeframes required for lodgment of Appeals Tribunal requests in cases where a determination is required before a dependent Match or event.
4. A Club Associate may appeal a decision of a Tribunal in accordance with paragraph 1 and may be excused from the requirements of paragraph 2a) if the Club Associate can establish that he is no longer associated with the Club.
5. Applications which do not meet the criteria specified in paragraph 2 and, where applicable, paragraph 3, will not be accepted under any circumstances except under the provisions of paragraph 4.
6. An application fee is payable to the Midwest Soccer Association in order that the appeal may be heard. However, the application fee is only payable after the appeal and only if the appeal is dismissed. The relevant fee is \$500.
7. No request for an Appeal hearing will be accepted if the Club making the request has a debt with the Midwest Soccer Association which is more than 30 days old. In such circumstances, the Tribunal must not hear the matter.
8. If part of a penalty is suspended in accordance with Article 23-6, that penalty may only be appealed in accordance with paragraph 2. For the avoidance of doubt, this means that the penalty must be appealed within 72 hours following the issue of the decision notice of the suspended sentence and not within 72 hours of any sanction being enacted by virtue of a further breach by the party.
9. The Midwest Soccer Association reserves the right to be heard and to make submissions if a decision has the potential to affect the Midwest Soccer Association or Football generally and may appoint an advocate to attend on its own behalf.
10. The Midwest Soccer Association may appeal the decision of a Tribunal. Should the Midwest Soccer Association exercise this right, it must do so in writing to the Tribunal Chair by 5:00pm on

the 5th Business Day following the issue of the decision notice of the Tribunal and specify the grounds of the appeal in accordance with paragraph 1.

11. The Midwest Soccer Association reserves the right to appoint a referee advisor to any appeals hearing. Any such appointment is made to provide advice on the Laws of the Game and other refereeing matters. The referee advisor is not a member of the Appeals Tribunal and holds no such authority at any appeal hearing.
12. Upon receipt of an application for an appeal, the Midwest Soccer Association will:
 - a) Fix a date, time and place for the hearing of the appeal as soon as practicable; and
 - b) Advise all parties interested in the appeal in writing of these particulars.
13. The Appeals Tribunal may vary the date, time and place specified under this By-Law and upon doing so, the Midwest Soccer Association must provide all parties interested in the appeal with written notice of any such variation as soon as practicable.

Article 25 Appeals Tribunal Procedure

1. A party in receipt of an appeal hearing notice is required to attend. If the party is unable to attend, the Appeals Tribunal may either:
 - a) delay the hearing until the Club Associate is able to attend; or
 - b) proceed with the hearing and make a ruling in the absence of the party.
2. In the event of a party appealing the decision of a Tribunal, an Additional Suspension must not be imposed while the appeal hearing is pending.
3. If a party does not attend an appeal hearing and the Tribunal chooses to delay the hearing in accordance with paragraph 1a), the effect of paragraph 2 is annulled and the party is suspended until the matter is heard by the Appeals Tribunal or until the imposed Suspension period expires, whichever is the sooner.
4. Only submissions in relation to the grounds of appeal as specified in Article 24-1 may be heard. For the avoidance of doubt, all testimony in relation to the actual offence which was heard at the Tribunal is specifically excluded unless requested by the Appeals Tribunal.
5. The Appeals Tribunal must:
 - a) provide any person whose interests would be directly and adversely affected by its decision a reasonable opportunity to be heard.
 - b) determine the matter before it in an unbiased manner; and
 - c) make a determination that is reasonably open to the Appeals Tribunal having regard to the evidence before it.
6. The Chair of Appeals Tribunal may, on application by a party to the appeal or of its own motion order that the appeal be adjourned.
7. Subject to the matters set out in the By-Law, the Appeals Tribunal may regulate any proceedings brought before it in such a manner as it sees fit.
8. The matter before the Appeals Tribunal shall be:
 - a) inquisitorial in nature; and
 - b) conducted with as little formality and technicality and with as much expedition as the proper consideration of the matter before it permits.
9. The Appeals Tribunal is not bound by the rules of evidence or by the practices or procedures applicable to the courts of record but may inform itself as to any matter and in such manner it deems appropriate.

10. The Appeals Tribunal may confirm, reverse or modify the decision of the Tribunal and, subject to this By-Law, make such orders and give such directions in such matters as it deems appropriate.
11. If the Appeals Tribunal in a particular matter is constituted by more than one person, the question on appeal before the Appeals Tribunal must be decided by a majority if the Appeals Tribunal consists of 3 persons or if the Appeals Tribunal consists of only 2 persons, the Chair shall have a deciding vote if necessary.
12. An Appeals Tribunal must not reduce a Fixed Penalty but may:
 - a) make a finding that the offence has not been proven in which case it may remove any Additional Suspension that may have been imposed.
 - b) in the case of a Fixed Penalty Offence, make a finding that the offence or a different offence has been proven in which case:
 - c) the Appeals Tribunal must impose or confirm the imposition of the relevant Fixed Penalty for the relevant offence; or
 - d) it may, in its discretion, increase the Fixed Penalty or impose any additional sanctions as it sees fit.
 - e) in the case of all other offences, conduct or omissions the Appeals Tribunal may impose such penalty or sanction it sees fit.
 - f) make such other findings as is required by the nature of the appeal.

Article 26 Tribunal & Appeals Tribunal Decisions

1. A Tribunal or Appeals Tribunal is not required to give reasons for its decision.
2. A decision of a Tribunal or Appeals Tribunal must:
 - a) Be made in writing;
 - b) Contain the terms of the decision;
 - c) Contain the date on which the decision was made;
 - d) Be forwarded promptly to the Midwest Soccer Association.
3. A decision of a Tribunal remains in force unless changed by the Appeals Tribunal.
4. Subject only to the FFA Grievance Resolution Regulations, the decision of an Appeals Tribunal is final and binding on the parties to the appeal.
5. Failure to comply with a decision of a Tribunal or Appeals Tribunal within the manner or time as prescribed by the decision is itself a breach of this By-Law. The non-compliant party is subject to further sanction.
6. A party which affiliates or registers with the Midwest Soccer Association or FFA is deemed to accept this By-Law.

In this Table of Offences, an Automatic Match Suspension is abbreviated to AMS.

| Offence No | Offence | Fixed Penalty |
|---|---|--|
| Charges against Players, Clubs and Club Associates | | |
| 1a | Serious foul play | AMS plus 1 Match |
| 1b | Serious foul play with high risk of injury | AMS plus 4 Matches |
| 2a | Violent conduct | AMS plus 1 Match plus \$100 club fine |
| 2b | Serious violent conduct | AMS plus 4 Matches plus \$100 club fine |
| 3a | Spits at a Player or other person (excluding Match a Official) | AMS plus 5 Matches plus \$100 club fine |
| 3b | Spits on a Player or other person (excluding a Match Official) | AMS plus 8 Matches plus \$100 club fine |
| 3c | Spits on the face of a Player or other person (excluding a Match Official) | AMS plus 11 Matches plus \$100 club fine |
| 4 | Uses discriminatory language and/or gestures including racist, religious, ethnic or sexist language and/or gestures | AMS plus 5 Matches plus \$100 club fine |
| 5 | Incites a brawl or melee with an offence punishable by a Direct Red Card | AMS plus 5 Matches plus \$100 club fine |
| 6a | Causes the abandonment of a Match (Player) | AMS plus 7 Matches plus \$100 club fine |
| 6b | Causes the abandonment of a Match (Team) | Forfeit plus \$100 club fine |
| 7 | Denies the opposing Team an obvious goal scoring opportunity | AMS |
| 8 | Uses offensive, insulting or abusive language and/or gestures | AMS plus \$100 club fine |
| 9 | Receives 2 Yellow Cards in the same Match | AMS |

| Offences against a Match Official | | |
|--|--|--|
| 10 | Uses offensive, insulting or abusive language and/or gestures against a Match Official | AMS plus 1 Match plus \$200 club fine |
| 11 | Objectionable behaviour towards a Match Official | AMS plus 3 Matches plus \$200 club fine |
| 12 | Uses threatening or intimidating language and/or gestures towards a Match Official | AMS plus 4 Matches plus \$200 club fine |
| 13a | Spits at a Match Official | 12 months suspension including the AMS plus \$200 club fine |
| 13b | Spits on a Match Official | 18 months suspension including the AMS plus \$200 club fine |
| 13c | Spits on the face of a Match Official | 24 months suspension including the AMS plus \$200 club fine |
| 14 | Assault of a Match Official | Minimum: 12 months suspension including the AMS Maximum: Life suspension plus \$200 club fine |

| Team Misconduct | | |
|------------------------|---|--|
| 15a | Club Associate sent from the technical area | 1 st Offence – Reprimand Subsequent Offence – AMS plus \$100 club fine |
| 15b | Club Associate sent from the Field of Play | AMS plus \$100 club fine |
| 16a | Five or more Players cautioned or sent off in a single Match | \$50.00 (Club) |
| 17a | Three or more Players sent off in a single Match (State League) | \$100.00 (Club) |
| 18 | Collective show of dissent towards a Match Official or collective intimidation, threats or exertion of pressure on a Match Official | \$100.00 (Club) |
| 19 | Refuses to leave the field of play after being shown a Red Card (Player) or sent from the technical area or surrounds of the field of play (Club Associate) | 2 Matches |
| 20 | Entry on the field of play by a non-playing Club Associate or spectator during a Match | \$50.00 (Club) |

| | | |
|-----|---|---|
| 21 | Discriminatory, harassing or abusive language, gestures or conduct | \$50.00 (Club) |
| 22 | Failure to comply with the terms of entry of a venue | \$50.00 (Club) |
| 23 | Display of national emblems other than those of Australia | \$100.00 (Club) |
| 24a | Projection of missiles onto the field of play or at other spectators or officials | \$100.00 (Club) |
| 25 | Lighting a flare before, during or after a Football West Match | \$1000.00 (Club) |
| 26 | Acting in a manner prejudicial to the interests of the game of Football West | In accordance with Part V of the FFA Statutes |
| 27 | Breach of the Code of Conduct | In accordance with Part V of the FFA Statutes |

1. Club Associates may be issued with a sanction of a reprimand or the placement of a bond, but only on the first occasion of the offence.
2. An amateur Player may not be fined.
3. A fine against a professional Player may not exceed the total of payments that professional would have received over the duration of the sanction.
4. The Midwest Soccer Association reserves the right to inform the FFA, AFC, FIFA or any other confederation, national association or Member Federation of the Suspension of a Club Associate.