



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 would 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, Clubs, Players, Officials and Agents (**Participants**).
- 1.2 This Code does not:
- (a) apply to:
 - (i) infringements of FFA's Anti-Doping Policy, which are to be dealt with in accordance with that Anti-Doping Policy; and
 - (ii) breaches of the Laws of the Game, including cautionable offences and send-off offences, which are dealt with in accordance with FFA's Rules and Regulations; and
 - (b) limit or restrict:
 - (i) the powers of FFA under the Rules and Regulations in relation to the conduct of a Club or an Official; and
 - (ii) the application of 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 behaviour of its supporters; and
 - (b) retains primary responsibility for the actions 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 to 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 Participant must not bring FFA, FFA Partners or Football into Disrepute.
- 2.2 Without limiting the generality of clause 2.1, a Participant 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 race, colour, religion, language, nationality, politics or ethnic origin, gender or sexual orientation;

- (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 through threats or force against 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 making of a false claim;
- (h) corruption, including offering an unjustified advantage to a Player or 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 behaviour that materially injures the reputation and goodwill of FFA or Football generally.

3. BETTING, MATCH-FIXING AND CORRUPTION

- 3.1 A Participant must not in the course of his, her or its involvement in a Match 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 Participant 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 or commitment).
- 3.3 A Participant 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 Participant 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 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 Participant 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) place the individual on a bond;
 - (c) undergo counselling;
 - (d) imposition of a fine;
 - (e) ban from dressing room, substitutes bench or stadium;
 - (f) ban on taking part in any Football related activity;
 - (g) suspension from participation in a Match or Matches;
 - (h) expulsion;
 - (i) cancellation of any FFA accreditation or licence, including Agent's licence or coaching accreditation; or
 - (j) such other sanction as is appropriate in all the circumstances.
- 5.3 If an entity (including a State Federation or a 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 OF INTERVENTION

FFA reserves the right to intervene in a State Federation or Club disciplinary matter if it thinks, in its absolute discretion, that the matter has the potential to effect FFA or Football generally. Any decision of FFA will be binding on the State Federation or Club and their Player or Official respectively.

7. DUTY OF DISCLOSURE

A Participant 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 Participant 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. DEFINITIONS AND INTERPRETATION

10.1 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.

A-League means the national club competition conducted under the auspices of FFA to be known as the Hyundai A-League (or as otherwise notified by FFA), including the semi finals, preliminary final and grand final of the A-League and any pre or post season or knockout cup competition conducted, organised or sanctioned by FFA.

Club means any club that is from time to time a member of, or affiliated to, FFA or a State Federation or a club that is admitted by FFA to field a team in the A-League.

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 defamatory, damaging to reputation or critical without reasonable basis or justification.

FFA means Football Federation Australia Limited ACN 106 478 068, including employees, consultants, officers and directors.

FFA Partners mean the official partners and suppliers appointed by FFA from time to time, including the broadcasters, the 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.

Match means any match staged or participated in by FFA, a State Federation or a Club or 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 to assume responsibility in connection with a Match.

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 Club Official, Match Official, Team Official and an employee, consultant, officer and director of FFA or a State Federation.

Player means any person who is registered with, or contracted to, a Club from time to time.

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 of FFA from time to time and their affiliated associations from time to time, including their respective employees, consultants, officers and directors.

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.

10.2 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.

10.3 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 Participant. FFA may issue guidelines to assist in that interpretation.

10.4 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.