



## FOOTBALL CODE OF CONDUCT

Football Federation Australia Limited (*FFA*) 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, Member Federations, Competition Administrators, Clubs, Players, Officials and Agents (*Members*).
- 1.2 This Code forms part of the FFA Statutes and does not limit or restrict the application of other national policies, including the Disciplinary Regulations, Member Protection Policy or Anti-Doping Policy.
- 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 or the game of 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, language or chanting;
  - (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 or providing inaccurate or false information on a prescribed form;
- (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 Statutes;
- (i) abuse of position to obtain personal benefit;
- (j) commission or charge of a criminal offence; or
- (k) any other conduct, behaviour or statement that materially injures the reputation and goodwill of FFA or football generally.

2.3 Players and Officials are entitled to have their privacy respected and this Code is not intended to apply to private activities engaged in by a Player or an Official, including activities with family or friends.

### **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; or
- (c) any conduct or behaviour intended to unfairly affect the result of a Match, including accepting or agreeing to accept any Benefit 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 any Benefit in return for violating his or her duties; or
- (b) provide for a Benefit any information 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 person who is under prosecution for action unworthy of a football management position (especially doping, corruption, forgery etc) or who has been prosecuted for such action in the last 5 years cannot be involved in football management, including as an Official or Agent.

3.4 A Member must immediately report to FFA or a Member Federation 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 Team Official;
- (b) is disparaging or critical of FFA, or any FFA Statute or policy decision, without reasonable basis or justification; or
- (c) comments on any matter the subject of a current hearing before the Disciplinary Committee or the Appeals Committee.

4.2 A Member must not make or issue any public or media statement or release that incorporates a reference to FFA or an FFA property, such as the A-League or a national team, without FFA's prior written consent.

## 5. SANCTIONS AND RIGHTS OF APPEAL

- 5.1 The scope and implementation of disciplinary sanctions is as specified in Part V of the FFA Statutes.
- 5.2 A Member Federation has jurisdiction to implement and enforce this Code throughout its respective territory. FFA, however, reserves the right to be heard or to intervene in a Member Federation Code of Conduct investigation or hearing in accordance with FFA Statutes.
- 5.3 FFA or a Member Federation 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.
- 5.4 If a Member disputes FFA's purported action taken under this Code, that party must give notice to FFA within 7 days after the date on which the purported action was taken in accordance with the Grievance Resolution Regulations.
- 5.5 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.

## 6. DEFINITIONS

- 6.1 In this Code:

**Agent** means a Player Agent and a Match Agent.

**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 registered with FFA in accordance with the National Registration Regulations from time to time. A reference to Club includes a club admitted by:

- (a) a Competition Administrator to field a team in a Competition; or
- (b) FFA to field a team in a National League or 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.

**Competition Administrator** means the entity responsible for the conduct and staging of a Competition.

**Disrepute** means any conduct, statement or appearance in public that is damaging to reputation.

**FFA Statutes** means FFA's statutes as promulgated by FFA from time to time, including its constitution and by-laws and rules and regulations and policies and procedures.

**Grievance** means any dispute or grievance that arises in relation to the FFA Statutes, including a dispute about the breach, termination, enforcement or subject matter of this Code of Conduct.

**Grievance Resolution Regulations** means the national procedure that applies exclusively to facilitate the expeditious and fair resolution of a Grievance, 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) or on request).

**Match** means any match staged, participated in, sanctioned by or played under the auspices of FFA, a Member Federation or a Competition Administrator.

**Match Agent** means a person licensed to act as a match agent by FIFA or FFA from time to time. A current list of FFA licensed match agents is available on FFA's website, [www.footballaustralia.com.au](http://www.footballaustralia.com.au), or on request.

**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 Competition Administrator to assume responsibility in connection with a Match.

**Official** means:

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

**Player** means any person who is, from time to time, registered to a Club or is selected as a member of a National Team, whether that person is male or female, junior or senior or an Amateur or Professional.

**Player Agent** means a:

- (a) person licensed to act as a player agent by a National Association. A current list of FFA licensed player agents is available on FFA's website, [www.footballaustralia.com.au](http://www.footballaustralia.com.au), or on request;
- (b) parent, sibling or spouse of the Player; or
- (c) person legally authorised to practise as a lawyer in compliance with the rules in force in Australia.

**Member Federation** means a State, Territory or regional federation or association that is a 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.

6.2 Any term used but not defined has the meaning given to it in the FFA Statutes.

6.3 If there is any inconsistency between a term of this Code and a term of any Member Federation regulation or any Competition Rule, the term of this Code will govern to the extent of that inconsistency and the inconsistent term is void and of no effect