

# AFL Masters Victorian Metropolitan Superules Football League Inc.

# **BY-LAWS**

#### VISION:

• To be a thriving sport that is recognised as the AFL League of choice for over 35's.

#### MISSION:

• Provide an inclusive, transparent and engaging sport that is sustainable and growing.

### PURPOSE:

• To inspire and support Victorian communities through a fun and safe football family for over 35's.

#### VALUES:

- Our ENGAGEMENT and empowerment of key stakeholders delivers successful outcomes.
- We are open and transparent and always operate with **INTEGRITY**.
- Our **GROWTH** mindset drives a positive brand profile.
- We strive for best practice and SUSTAINABILITY.

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#### **DEFINITIONS AND INTERPRETATIONS**

In these By-Laws, unless the contrary intention appears:

AFL means the Australian Football League ACN 004 155 211.

**Affiliated Club** means a Club which has a current and valid affiliation agreement with the League, and includes any team or teams of an Affiliated Club that compete in the League.

Affiliated Club Officer means an 'officer' (as defined in the *Corporations Act 2001* (Cth)) of an Affiliated Club and without limitation shall include the president, chairman, vice president, vice chairman, general manager, chief executive, football manager, coach, assistant coach, specialist coach, any director or committee member of the Affiliated Club and any servant or agent who makes or participates in the making of decisions that affect the whole, or a substantial part, of the business of the Affiliated Club.

#### Affiliated Club Official means:

- (a) any Affiliated Club Officer, employee (excluding Players), servant or agent of a Club; or
- (b) any other person, whether volunteer or paid, who is engaged by a Club or engaged by a contractor or sub-contractor of an Affiliated Club:
  - (i) to work with, treat, advise or assist a Player or the football operations of an Affiliated Club; or
  - (ii) to at any time undertake official duties for the Affiliated Club in connection with the playing of a Match.

**Amended Rules** refers to rules adopted by the League, that differ from the Laws of Australian Football. The League has the authority to amend the competition rules. The list of Amended Rules is located on the League's website (<u>www.aflvm.com.au</u>), as well as in Appendix A.

Associate of an Affiliated Club includes any of the following:

- (a) an Affiliated Club Official;
- (b) sponsor, member, supporter or financial contributor of the Affiliated Club;
- (c) a body corporate which is related to the Affiliated Club within the meaning of s 50 of the Corporations Act 2001 (Cth), and any director, secretary or other officer of a related body corporate;
- (d) a partner of the Affiliated Club or a partnership in which the Affiliated Club is a member;
- (e) a trustee of a trust estate where the Affiliated Club, or another person who is an associate of the Affiliated Club by virtue of another sub-paragraph of this definition, benefits or is capable (whether by the exercise of a power of appointment or otherwise) of benefiting under the trust, either directly or through any interposed companies, partnerships or trusts;
- (f) a body corporate:
  - (i) in which the Affiliated Club, or a person who is an associate of the Affiliated Club by virtue of another sub-paragraph of this definition, has a direct or indirect beneficial interest in shares in the body corporate, or an entitlement thereto, where the nominal value of those shares is not less than 10% of the nominal value of all issued shares of the corporation falling within the same class;
  - (ii) where the body corporate is, or its directors are, accustomed or under an obligation, whether formal or informal, to act in accordance with the directions, instructions or wishes of the Club or of another person who is an associate of the

Affiliated Club by virtue of another sub-paragraph of this definition; or

(iii) the Affiliated Club is, or persons who are associates of the Affiliated Club by virtue of another subparagraph of this definition are, in a position to cast, or control the casting of, more than 50% of the maximum number of votes that might be cast at a general meeting of the body corporate.

Associate of a Player includes any of the following:

- (a) any relative of the Player;
- (b) the spouse or partner (legal or defacto) of the Player or any of the spouse/partner's relatives;
- (c) a body corporate where:
  - the Player or a person referred to in sub-paragraph (a) or (b) has, or two or more such persons together have, a direct or indirect beneficial interest in shares in the body corporate, or an entitlement thereto, where the nominal value of those shares is not less than 10% of the nominal value of all issued shares of the corporation falling within the same class;
  - (ii) the body corporate is, or the directors are, accustomed or under an obligation, whether formal or informal, to act in accordance with the directions, instructions or wishes of the Player, or of another person or body corporate who or which is an associate of the Player by virtue of another sub-paragraph of this definition; or
  - (iii) the Player is, or a person or persons who are associates of the Player by virtue of another sub-paragraph of this definition is or are, in a position to cast or control the casting of, more than 50% of the maximum number of votes that might be cast at a general meeting of the body corporate;
- (d) a body corporate which is related to a corporation referred to in sub-paragraph (c) above within the meaning of s 50 of the *Corporations Act 2001* (Cth);
- (e) a director, secretary, or officer of a corporation referred to in sub-paragraph (c) or (d) above;
- (f) a partner of the Player of any partnership which the Player or any person referred to in sub-paragraphs (a), (b), (c) or (d) above is a member;
- (g) a trustee of a trust estate where the Player, or another person who is an associate of the Player by virtue of another sub-paragraph of this definition, benefits or is capable (whether by the exercise of a power of appointment or otherwise) of benefiting under the trust, either directly or through any interposed companies, partnerships or trusts;
- (h) any person who is or was acting, or who proposes to act, on behalf of or in concert with the Player.

Australian Football means the game played pursuant to the Laws of Australian Football.

Board means the Board of Management of the League.

**Conduct in breach of Amateur Status** means conduct which has the purpose or has or is likely to have the effect of contravening, circumventing or evading the operation of the Amateur Status provisions in these By-Laws and, without limiting the foregoing, includes:

- (a) conduct in contravention of these By-Laws;
- (b) entering into, making or being a party to any agreement, arrangement, understanding, promise or undertaking, whether express or implied and whether or not enforceable or intended to be enforceable, or entering into or carrying out any scheme, plan, proposal, action, course of action or course of conduct which has the purpose or which would have or would be likely to have the effect of:

- (i) contravening, circumventing or evading the operation of the Amateur Status provisions in these By-Laws; or
- (ii) offering or paying to a Player or an Associate of a Player benefits in cash or kind which would result or would be likely to result in the Amateur Status limits of an Affiliated Club being exceeded.

**Division** means the level of competition groups of teams competing in each nominated age group are playing in.

Fixture refers to the scheduled matches in each Division as set by the League.

Football Season means the period of time determined in accordance with clause 9.2.

**Football Sub-Committee** means a committee with representatives appointed by the Board from time to time with delegated authority from the Board to determine a range of football related matters in accordance with these By-Laws. **Home and Away Season** means the matches that count towards Premiership Points for that age group Division's Finals Series in that season.

Laws of Australian Football (also the Laws) means the Laws of Australian Football as administered and controlled by the AFL and set out at <u>https://www.afl.com.au/about-afl/laws-of-the-game</u>.

**League** refers to AFL Masters Victorian Metropolitan Superules Football League Inc (ABN 81 583 285 147).

**League Marks** means the trademarks owned by the League or that the League has the right to use and which the League notifies to AFL Victoria from time to time during the Term.

**League Rules** means the rules, regulations, By-Laws, and policies of, or approved or adopted by, the League and any determinations of the board of directors of the League, as amended from time to time.

**National Community Football Policy Handbook** (also **the Handbook**) means the Handbook published by the AFL from time to time to guide the operational of community football in Australia – see https://play.afl/clubhelp/resources/national-community-football-policy-handbook.

**Permit Player** means a player who is not registered to an Affiliated Club, but has been granted a permit under these By-Laws to participate in a match.

**Person** includes an Affiliated Club, Player, Affiliated Club Official, servant or agent of an Affiliated Club, trainer, runner, medical officer, employee, independent contractor or volunteer of a Club.

**Play or Playing in a Match** means the players being included on the team sheet, being at the ground, available and ready to take the field.

**Player Payments** means in respect of a Player, any payment, consideration, award, advantage, advance, bonus, fringe benefit, remuneration, salary, superannuation benefit, property or other rights or benefit directly or indirectly given or provided to, or applied for the benefit of, the Player or any Associate of the Player and which:

- (a) relates in any way to, or which is connected with, the Player's past, present or future services with an Affiliated Club as a football player, or any agreement, arrangement or understanding for the Player to join an Affiliated Club or to refrain from joining an Affiliated Club; or
- (b) is so given, provided or applied by an Affiliated Club, or by any Associate of an Affiliated Club, unless the Player, the Affiliated Club or the Associate of an Affiliated Club proves to the satisfaction of the Integrity Officer that the payment, consideration, advantage or benefit was paid, given or provided to the Player, or applied for the

benefit of the Player or any Associate of a Player, in consideration of bona fide:

- (i) employment with the Affiliated Club or the Associate of a Club; or
- (ii) provision of services to the Affiliated Club or the Associated of a Club, not falling within sub-paragraph (a), rendered by the Player.

**Premiership Points** means points awarded for competing in an age group Division match that are considered in determining ladder positions of teams and qualifications for the Finals Series.

**Registered Masters Player** means a player who is currently registered to an Affiliated Club within the League.

**Reportable Offence** means a reportable offence under the Laws of Australian Football or these By-laws.

**Reserves Match** means a match played by competitors over the age of 35 years conducted by the League involving the Reserves teams of Affiliated Clubs.

**Reserves Team** a team of Reserves, or Seconds players of an Affiliated Club in a particular age group Division conducted by the League.

**Rules** means any Statement of Rules of the League from time to time, including but not limited to these By Laws.

**Seniors Match** means a match played by competitors over the age of 35 years conducted by the League involving the Senior Teams of Affiliated Clubs.

**Seniors Team** means a team played by competitors over the age of 35 years conducted by the League involving the Senior Teams of Affiliated Clubs.

Significant Delay means a delay of thirty (30) minutes or more.

Team Sheet means the document referred to in clause 15.

**Tribunal** means the independent Tribunal or Appeal Board that is constituted and has powers in accordance with these By-Laws.

**Transfer Periods** means a player can transfer from one Affiliated Club to another provided the Transfer occurs in accordance with the AFL Victoria nominated timeframes and rules.

**35s Match** a match played by competitors aged 35 years (on or before 31 December in the relevant calendar year) and over, conducted by the League involving the Senior Teams of Affiliated Clubs.

**35s Team** a team played by competitors aged 35 years (on or before 31 December in the relevant calendar year) and over, conducted by the League involving the Senior Teams of Affiliated Clubs.

**45s Match** a match played by competitors over the aged 45 years (on or before 31 December in the relevant calendar year) and over, conducted by the League involving the Senior Teams of Affiliated Clubs.

**45s Team** a team played by competitors ages 45 years (on or before 31 December in the relevant calendar year) and over, conducted by the League involving the Senior Teams of Affiliated Clubs.

**50s Match** a match played by competitors aged 50 years (on or before 31 December in the relevant calendar year) and over, conducted by the League involving the Senior Teams of Affiliated Clubs.

**50s Team** a team played by competitors aged 50 years (on or before 31 December in the relevant calendar year) and over, conducted by the League involving the Senior Teams of Affiliated Clubs.

**55s Match** a match played by competitors aged 55 years (on or before 31 December in the relevant calendar year) and over, conducted by the League involving the Senior Teams of Affiliated Clubs.

**55s Team** a team played by competitors aged 55 years (on or before 31 December in the relevant calendar year) and over, conducted by the League involving the Senior Teams of Affiliated Clubs.

Words and expressions contained in these By-Laws will have the same meaning as in the Rules unless contrary intention appears.

# PART A – INTRODUCTORY

#### 1. AFL'S NATIONAL COMMUNITY FOOTBALL POLICY HANDBOOK

- 1.1 The League adopts the AFL's <u>National Community Football Policy Handbook</u> (the Handbook) in full unless specified below.
- 1.2 In accordance with section 2.1 of the Handbook, the League adopts the AFL's Laws of Australian Football (**the Laws**) in all men's and women's competitions, subject to variations approved by the AFL in accordance with Law 2.2(a) of the Laws (Amended Rules).
- 1.3 Amended Rules that have been approved by the AFL in accordance with Law 2.2(a) of the Laws are provided at Appendix A.

#### 2. AMATEUR STATUS

- 2.1 The League defines an AMATEUR as follows:
  - 2.1.1 An Amateur is a Player who does **not** receive or agree to receive, either directly or indirectly, including via an Associate of a Player, any Player Payments in respect to their participation as a player in the League that is considered Conduct in breach of Amateur status under these By-Laws from an Affiliated Club or Associate of a Club.
  - 2.1.2 **Receive or agree to receive** remuneration or reward may not be offered in an immediate sense or at some point in the future at an unspecified time.
  - 2.1.3 **Directly or indirectly** remuneration or reward may not be offered to the individual player or any person associated with that individual.
  - 2.1.4 **Remuneration or reward** for examples of what is permissible or not permissible as a reward or remuneration refer to the Amateur Status Guidelines set out in Appendix B to these By-Laws.
  - 2.1.5 The spirit of the "Amateur" definition will always prevail, and each case will be looked at individually on its own merits. Any payment, reward, or benefit that might induce a person to play with an Affiliated Club will be regarded as a breach of the definition of amateur status. The examples outlined in Appendix B are provided as a guide, but clubs should always seek guidance from the League as to whether a situation is within, or in breach of, the definition. If such guidance is not sought before the event, a club will not be permitted to seek an exemption after the event if it is found, notwithstanding technical reliance on the examples outlined in Appendix B, that a given situation is not within the spirit of the definition.
  - 2.1.6 Any reference in Appendix B to a "senior" team of a club includes a reference to both the senior men's and women's team of that club.
  - 2.1.7 Any reference in Appendix B to "pay" or "paid' includes remuneration or reward (as defined above).

#### 3. FOOTBALL COMPETITIONS

3.1 The League, in furtherance of its objective shall, subject to its Rules and these By-Laws, conduct:

- 3.1.1 35s and 35s Reserves Men's football competition;
- 3.1.2 35s and 35s Reserves Women's football competition;
- 3.1.3 45s Men's football competition;
- 3.1.4 50s Men's football competition;
- 3.1.5 55s Men's football competition; and
- 3.1.6 Such other open age competitions for Men's and Women's as the Board determines from time to time.
- 3.2 Matches in the following competitions will not be played for Premiership Points, nor will there be Finals scheduled for these competitions:
  - 3.2.1 55s Men's football competition;
  - 3.2.2 Women's Non-Contact football competition.
- 3.3 The Board shall decide:
  - 3.3.1 What competitions the League conducts;
  - 3.3.2 How many Divisions will be conducted in each age group competition;
  - 3.3.3 The number of teams in each Division and the structure for Finals in which those teams shall participate;
  - 3.3.4 Whether any age group competitions or Divisions within the competitions shall comprise Reserves teams; and
  - 3.3.5 Whether any Teams fielded by Affiliated Clubs shall be entitled to participate in any and what Division in the age group competitions.

#### 4. COMPETITION DIVISIONS AND PROMOTION / RELEGATION

- 4.1 The top-level age group Division in the Men's and Women's age group competitions shall (for the purposes of these By-Laws) be known as Division 1 and each descending lower-level Division will be known as Division 2, Division 3 and Division 4 and so on (as the case may be).
- 4.2 The Board is permitted to name each Division in each age group competition as it sees fit notwithstanding that, for the purposes of these By-Laws, each of the age groups will be known by the name set out below in order of highest (35s) level to lowest (55s) level:
  - 35s
  - 35s Reserves
  - 45s
  - 50s
  - 55s
- 4.3 The League, in furtherance of its objectives shall have the absolute discretion to decide:
  - 4.3.1 Which of an Affiliated Club's age group teams play in which Division provided that unless the League decides that there is a good reason to the contrary, the first team of an Affiliated Club in each of the 45s, 50s and 55s competition shall play in the same division.
  - 4.3.2 Whether an Affiliated Club will be promoted or relegated from the age group Division it participated in the previous Season.

- 4.3.3 Subject to the absolute discretion of the League as to which Division, and in which age group an Affiliated Club's team(s) will play, the League may develop and make known a Policy for the promotion or relegation of the teams from Affiliated Clubs as between the Divisions as the League deems necessary.
- 4.3.4 The League is authorised to implement a policy in relation to team(s) of Affiliated Clubs between Divisions on the basis of the respective performances of such team(s) over an initial period of rounds at the beginning of a football season which number of rounds shall not, except in exceptional circumstances, exceed 4 rounds.
- 4.4 The League may promote, relegate or refuse to promote or relegate any Affiliated Club in the event that:
  - 4.4.1 The Affiliated Club cannot field the full complement of teams for the forthcoming Season;
  - 4.4.2 Playing facilities at the Affiliated Club are not of a sufficient standard for the Division for which the age group team is to compete in the next Home and Away Season; or
  - 4.4.3 There are other circumstances, which in the opinion of the League, require or make it desirable for an Affiliated Club to be promoted, relegated or refused promotion.
  - 4.4.4 In the event that the League makes a decision pursuant to these By-Laws altering the number of Divisions, the League may set in place a system or mechanism to determine, or may itself exclusively determine, the teams of which Affiliated Clubs shall be relegated or promoted to give effect to the decision.

# PART B - PLAYERS

#### 5. REGISTRATION OF PLAYERS

- 5.1 Before being eligible to play in the League, each player must register on the League's nominated online competition registration platform.
- 5.2 The player registration period in respect of each Season commences and closes at the times published by the League at its absolute discretion.
- 5.3 No registrations shall be accepted after in the closing date published by the League each year without the approval from the league.
- 5.4 Once a player registers with an Affiliated Club and the registration is lodged with the League, the player is deemed a playing member of the Affiliated Club.
- 5.5 If required by the League, the Affiliated Club must produce the evidence of date of birth in support of an application for registration. Only the following documents will be accepted as evidence of date of birth;
  - Birth Certificate
  - Extract of Birth Certificate
  - Passport
  - Drivers Licence

- 5.6 A player's age shall be taken from their last birthday as at 1 January each year save that a player will nonetheless be eligible to play in the nominated Competition providing that the player reaches the age of the desired competition (35s, 45s, 50s or 55s) on or before 31 December in the relevant Season. For example, a player must have been born no later than 31 December 1990 to play in the over 35s competition in 2025.
- 5.7 Any player who makes a misrepresentation or misstatements in or as part of an application for registration or obtains registration in any way contrary to the Rules, By-Laws or directives of the League shall be dealt with by the Board in any manner it deems fit.
- 5.8 Affiliated Clubs shall not register or permit to play any person under a name that is not the person's actual name, except with the prior written permission of the League.
- 5.9 A provisional or 'permit' application may be granted by the League for no more than 2 rounds of a football season, to a player who has made an application for the registration that has not been finalised where good reason can be shown by the player as to why the permit application should be granted. Where a permit is granted the player and/or their Affiliated Club must use their best endeavours to proceed with the application for registration.
- 5.10 The League shall deal with registrations of players and shall have the power to review and/or revoke registrations.
- 5.11 The League may call for the personal attendance of any player applying for registration to answer questions in relation to the player's application for registration, and the League shall have the power to refuse any application for registration without giving reasons.
- 5.12 The League thereof may at any time revoke any registration.

#### 6. TRANSFER OF PLAYERS

- 6.1 Movement of Players
  - 6.1.1 The Rules and Guidelines set out in the AFL National Community Football Policy Handbook or in any amended version thereof shall apply, with the exception of the "Local Rules" referred to hereunder, to the transfer of players as between;
    - 6.1.1.1 Affiliated Clubs within the League; and
    - 6.1.1.2 An Affiliated Club in the League and another Club which is affiliated with a League which has similarly adopted the AFL National Community Football Policy Handbook as amended from time to time.
  - 6.1.2 The Local Rules applying with respect to the 'AFL National Community Football Policy Handbook for players transferring between Affiliated Clubs within the League are as follows;
    - 6.1.2.1 No more than four players per age group will be permitted to be transferred from an Affiliated Club to another Affiliated Club unless both Affiliated Clubs consent to this number being exceeded; and
    - 6.1.2.2 A player who transfers from an Affiliated Club to another Affiliated Club to accept a position, at the new affiliated Club, of Senior playing Coach, will not be included in the

total of four players allowed to be transferred.

- 6.1.2.3 If a Season Permit player plays four (4) or more matches for an Affiliated Club in the relevant season, that Affiliated Club will be classified as their last Club within the AFLVM competition for the purposes of the player transfer cap set out in clause 6.1.2.1.
- 6.1.3 The League will be entitled to refuse the registration/transfer of a fifth or subsequent player in the one age group from one Affiliated Club to another Affiliated Club.
- 6.1.4 A Transfer Request may be lodged between 12:01am (AEST) on 1 November to 11:59pm (AEST) on 30 November or 12:01am (AEST) on 1 February to 11:59pm (AEST) on 30 June in each calendar year.
- 6.1.5 In exceptional circumstances the League may approve an intrastate Transfer (or the relevant State Bodies may jointly approve an interstate Transfer) after 30 June in each year.
- 6.1.6 The League will be entitled to refuse the registration/transfer of a player who transfers out of the League during that season but wishes to be transferred back into the League after the 30 June.
- 6.1.7 In circumstances where:
  - 6.1.7.1 a player's Affiliated Club refuses to grant a player a transfer to another Affiliated Club in the League; or
  - 6.1.7.2 a player's Affiliated Club refuses to provide the consent required under clause 6.1.2.1 to allow the transfer of the player because at least four other players in that particular age group have been transferred in that season from the Affiliated Club at which the player is currently registered to the Affiliated Club the other players have been transferred to; or
  - 6.1.7.3 the League refuses to provide to provide the consent required under clause 6.1.3 to allow the transfer of the player because at least four other players in that particular age group have been transferred in that season from the Affiliated Club at which the player is currently registered to the Affiliated Club the other players have been transferred to

the player has the right to appeal to the Board or any relevant Sub-Committee appointed by the Board upon payment of a fee of \$500.00 (inclusive of GST) which includes a non-refundable administration fee of \$200.00 (inclusive of GST) and a bond of \$300.00 (inclusive of GST). The Board (or any Sub-Committee thereof) has the power to hear and determine the appeal and its decision as to whether the player shall be entitled to be transferred shall be final and binding. The bond of \$300.00 (inclusive of GST) shall be refunded unless the Board (or any Sub-Committee thereof) considers that the appeal is frivolous.

#### 7. HOME AND AWAY SEASON MATCHES

- 7.1 A player is permitted to play matches in more than one age group Division on the one day and/or weekend in any Home and Away Season round providing that the player is eligible to play in those matches under these By-Laws.
- 7.2 Affiliated Clubs shall be held responsible for the eligibility of all players. If an unqualified, ineligible or unregistered player takes part in a match an enquiry

shall, as soon as practicable, be held by the League. The Affiliated Club or player who has neglected to fulfil the necessary requirements may be dealt with by the Football Sub-Committee in the manner it deems fit.

#### 8. PLAYER QUALIFICATIONS FOR FINALS

- 8.1 Qualifications for Finals
  - 8.1.1 For the purposes of clarification, where a player's name has been bona fide entered into the team sheet of an Affiliated Club which is involved in a game that was forfeited, that game shall count for the purposes of this provision. The League shall have the discretion to accept a team sheet from an Affiliated Club where the opposing team has forfeited the game and advice of the forfeit has been received by the League and / or that Affiliated Club prior to the scheduled start of the game.
  - 8.1.2 To be eligible to play in Finals matches with an Affiliated Club:
    - 8.1.2.1 a player must play for the Affiliated Club in at least 40% of matches played on separate weekends during the Home and Away Season.

When calculating a player's "games played" percentage and where the number is not a whole number, the resulting number will be rounded up to the next whole number, e.g. 3.2 goes to 4.

For example, if there are 10 matches, the player must play in 4 matches.

If there are 12 matches, the player must play in 5 matches.

- 8.1.2.2 Notwithstanding clause 8.1.2.1 above, the League has ultimate discretion to determine whether a player is eligible to play in Finals matches.
- 8.1.3 If a player plays in more than one Home and Away Season match for Premiership Points during one round, all of those matches will count towards their qualification for finals in that Division.
- 8.1.4 For the sake of clarification, matches played in different age group levels will be added for calculating the matches played to be eligible for finals, subject to these By-Laws. A player who is eligible to play in Finals matches with an Affiliated Club under these By-Laws may play in Finals in any age group Division where Premiership Points are determined for which they are also eligible by age and registration.
  - 8.1.4.1 For the avoidance of doubt, this includes players from the 55s Age Division and the Women's Non-Contact Division.
- 8.1.5 For the sake of clarification, matches played in different age group levels may be added for calculating the matches played to be eligible for finals, subject to these By-Laws.

A player who has played the same number of matches or more in a higher level based on clause 4.2 will only be eligible to play in the lower level if both teams are playing in finals in accordance with the examples below and these By Laws

8.1.6 If an Affiliated Club has teams competing in more than one age group Division in a Final or Finals on a particular weekend, the player is

eligible to be selected for both matches.

8.1.7 If an Affiliated Club has two teams competing in the same age group Division of a competition, it must nominate the squads for each team prior to the Home and Away Season commencing and players are only eligible to play for their nominated team in that age group Division, subject to the League granting special consideration on the basis that less than 22 players are available to play in a Home and Away Season match for the other Affiliated Club's team(s). For the avoidance of doubt, a player must play equal or more matches for a team that has qualified for finals in an age group Division where an Affiliated Club has two or more teams in that competition to be eligible to play finals for that team, subject to otherwise satisfying the finals qualification criteria in these By-Laws.

#### Examples:

- A. A player plays in 4 Home and Away Season matches in their Club's 35s team and 4 Home and Away Season matches in their Club's 35s Reserves team. The 35s Reserve team has qualified to play finals but the 35s team has not. The player is precluded from playing with the 35s Reserve team in the finals series.
- B. A player has played in 4 35s matches during the Home and Away Season and 4 35s Reserves matches in the Home and Away Season, and both the 35s and 35s Reserves teams are in the finals on the same weekend. The player is permitted to play in the 35s Reserves team in the final. However, if the 35s Reserves team wins and 35s team loses and is eliminated, the player is not eligible to play in the Reserves team in the next Final.
- C. A player plays 4 matches in the 35s Reserves team and 4 matches in the 45s team in the Home and Away Season. The 45s team is the only team which qualifies to play finals. The player would be ineligible to play in the 45s team finals. However,
  - a. If only the 35s Reserves team made the Finals the player would be able to play in the 35s Reserves team;
  - b. If both the 35s Reserves team and the 45s team made the finals on the same weekend, the player would be permitted to play in both the 35s and the 45s team finals.
  - c. If the 45s team won and the 35s Reserves team lost and was eliminated, the player would not be eligible to play in the 45s team in the next Final.
    - 8.1.8 If an Affiliated Club has teams in different age group levels playing in both finals and Home and Away Season matches on the same weekend, a player is eligible to play in any of the Affiliated Club's teams on that weekend, provided that the player proposing to play in the team playing in the finals meets the eligibility criteria of these By-Laws.

# PART C - MATCHES

#### 9. MATCHES

9.1 Subject to any inconsistent provisions in the Rules or By-Laws, matches in the football competitions conducted by the League will be played in accordance with the Laws of Australian Football.

- 9.2 The Football Season shall commence and conclude when the Board determines or when a decision is made pursuant to the power granted to the Board pursuant to these By-Laws.
- 9.3 No more than 6 interchange players are allowed (i.e., 24 players in total), unless otherwise determined by the League. Entry and exit of interchange players onto and from the playing field shall be through a defined area, determined by the League.
- 9.4 The Board shall have the power to make special Rules for the conduct of play in Divisions or competitions provided that any special rules are contained in a document which is either published on the League's website or otherwise notified to Affiliated Clubs prior to the commencement of the first round of Home and Away Season matches in any particular year or if such Rules are made at any later time such Rules must be approved by a majority of at least two thirds of the Delegates from the Affiliated Clubs.
- 9.5 Finals system
  - 9.5.1 The League will conduct Finals matches in each Division of each of the age competitions, except where the Board determines otherwise, for the purpose of determining the Premiership team in each Division of the various competitions.
  - 9.5.2 For the purpose of the Finals series, a minimum of four teams will participate in the Finals series with a Semi-Final to be played between the teams finishing first and fourth on the ladder at the end of the Home and Away Season, and the teams finishing second and third. The winning teams of each Semi-Final match will compete against each other in the Grand Final. However, the Board has the power to increase the number of teams participating in the Finals Series having regards to the number of teams participating in any particular Division of one of the League's competitions and shall conduct the Finals Series, as close as practicable, in one of the recognised Football Finals formats.

#### **10. FORFEIT AND NON-COMPLETION OF MATCHES**

- 10.1 Affiliated Club teams for matches must consist of a minimum of 14 players in order for a match to commence or continue, including any players that the opposition Affiliated Club agrees to share.
- 10.2 Affiliated Clubs are encouraged to share players to assist an opposition Affiliated Club to commence and continue matches with a minimum of 14 players.
- 10.3 A maximum of one additional player can take the field for an Affiliated Club against an opposition team fielding less than 18 players throughout a match.
- 10.4 In the event of any team being short of players and receiving assistance with numbers from their opponents (for any length of time), the team receiving assistance shall not lose Premiership Points in the event that it wins the match.
- 10.5 An Affiliated Club not fielding at least the minimum number of players as specified in these By-Laws 20 minutes after the scheduled starting time of the match shall forfeit the match. If, during the course of a match a team is reduced to less than the number of players specified by the League the match shall be forfeited and the Team Sheets or other form approved by the League shall immediately be signed on the ground in the presence of the field umpire, endorsed by the umpire and forwarded in the usual manner to the League.

An Affiliated Club forfeiting the match with less than 48 hours' notice before the time the match was scheduled to start shall pay all umpire fees in full.

- 10.6 In the event of an Affiliated Club commencing a game without eighteen players, any additional players entitled to play may take the field, after the captain of the relevant Affiliated Club has notified the field umpire of such intention. Once the team sheet has been submitted to the umpires in accordance with League directions, a player who has not signed the team sheet cannot participate in the match.
- 10.7 Outcome of forfeit
  - 10.7.1 Where there is a forfeit during the Home and Away Season, the winning team (forfeit for) shall receive the average winning score from all winning teams in that round in that competition; the losing team (forfeit against) shall receive the average losing score from all losing teams in that round in that competition. If for any reason this method of calculating scores is not possible, the previous round shall be used to calculate scores/percentage.

#### 10.8 Fines

- 10.8.1 An Affiliated Club with a team commencing a match in the League's fixture of matches and failing to complete the match shall be fined, unless a reason deemed satisfactory by the League is given.
- 10.8.2 An Affiliated Club with a team which forfeits a match in the League's fixture of matches shall be fined by the League as follows:

Instance per season	League advised at least 48 hours prior to the match start time	League advised less than 48 hours prior to the match start time
First	League fine - \$0	League Fine - \$0
	Umpire's Fees - No	Umpire's Fees - Yes
Second	League fine - \$200	League fine - \$200
	Umpire's Fees - No	Umpire's Fees – Yes
Third	League fine – at League's discretion	League fine – at League's discretion
	Umpire's Fees - No	Umpire's Fees - Yes

#### 10.9 Other Penalties

- 10.9.1 An Affiliated Club infringing this By-Law shall be required to obtain the consent of the Board to continue to participate in the football competition conducted by the League, under any terms and conditions the Board sees fit to impose.
- 10.9.2 If an Affiliated Club is in a serious breach of its obligations to field a full complement of teams, and/or forfeits three (3) or more times within a season, the League will deal with the matter as it sees fit and may impose penalties including, but not limited to, loss or deduction of Premiership Points for that Club's team.

#### **11. ARRANGEMENTS FOR MATCHES**

- 11.1 Each Affiliated Club shall;
  - 11.1.1 have a ground/s approved by the Board;
  - 11.1.2 complete the insurance Match Day Checklist or any other forms required to be completed by the League around matches;
  - 11.1.3 use its best endeavours to ensure its ground/s and facilities comply with the standards from time to time required by the League; and
  - 11.1.4 ensure its teams play at the ground/s in accordance with the fixture issued by the League (including any variations made by the League to that fixture).
  - 11.1.5 upon whose ground a match is to be played, have the boundary marked in the manner prescribed by the League and as set out in the Laws of Australian Football. The Affiliated Club should also provide a suitable sounding device (e.g. a horn, a siren etc), at least four goal flags and two footballs of a type, brand and style nominated by the League from time to time.
    - 11.1.5.1 The footballs must be AFL Masters approved and of new quality and the standard size for the relevant competition Men's competition Size 5 Sherrin, Women's competition Size 4 Sherrin.
    - 11.1.5.2 The goals posts must be a minimum height of five (5) metres,6.4 metres apart, and set out in accordance with the Laws of Australian Football.
    - 11.1.5.3 The centre circle and centre square shall be as set out in accordance with the Laws of Australian Football.
- 11.2 For each Men's match:
  - 11.2.1 each Affiliated Club shall supply two goal umpires for team's playing at home or for matches it hosts except where provided by the League;
  - 11.2.2 each Affiliated Club shall supply one timekeeper who shall officiate for the whole game.
- 11.3 For each Women's match:
  - 11.3.1 The Host Club shall supply two goal umpires except where provided by the League;
  - 11.3.2 each Affiliated Club shall supply one timekeeper who shall officiate for the whole game.
- 11.4 In the event of the authorised representatives of each participating Affiliated Club agreeing that a ground is unfit for the playing of a match because of weather conditions, the game shall be declared a draw. If either authorised representative indicates a desire to play the match, the field umpire shall be appealed to, and their decision shall be final.
- 11.5 Extreme weather shall be assessed and managed in accordance with the Handbook.
- 11.6 If either captain refuses to play when ordered to do so by the umpire, the match shall be forfeited by their Affiliated Club. This shall apply to Home and Away Season matches only.
- 11.7 If during a match the field umpire determines that a football is unfit for use,

the umpire shall suspend the match and allow the Affiliated Club up to fifteen (15) minutes in which to produce a suitable football. If at the end of fifteen (15) minutes such a football is not forthcoming, the captain of the visiting team may elect to either play on or to claim the match. In the event of the captain of the visiting team deciding to play on, no subsequent claim to the match shall be entertained by the League under this clause. In the event of a match being claimed, it is umpire's duty to submit such a claim to the League.

- 11.8 Incomplete Match Home and Away Season
  - 11.8.1 where a Match that has commenced is unable to be completed within the time scheduled for the Match, or where it has been shortened due to a Significant Delay, the result will be determined as below:
    - 11.8.1.1 Where less than the equivalent of one half of the match has been played, the Match shall be deemed to be drawn and the scores of the Teams at the time the Match was interrupted shall be used in calculating the percentage of each Team with the the game otherwise being recorded as abandoned.
    - 11.8.1.2 Where the equivalent of one half or more of the match has been played:
      - a) Where a Match is able to resume after a Significant Delay, the result will be based on the final score of the Match at the conclusion of play;
      - b) Where a Match is unable to resume for any reason including after a Significant Delay, the score at the time the Match was interrupted shall be deemed to be the final score, with the result of the Match based on this.

#### **12. EMERGENCY GROUND**

- 12.1 Any Affiliated Club failing to secure the ground originally arranged for a match, shall in lieu thereof, produce another ground ("the emergency ground") and notify the League, Umpire Coordinator and all of the opposing Affiliated Club as soon as practicable preceding the match, as to the situation of the ground.
  - 12.1.1 Any Affiliated Club hosting ("the Host Club") multiple competition matches are responsible for providing "the emergency ground". If the Host Club fails to secure the emergency ground less than two (2) hours prior to a scheduled match(es), and the match or matches are abandoned, the Host Club will lose 2 Premiership Points and may be issued with a fine determined by the League (see clause 37 Schedule of Fines). The Away Team scheduled to play the Host Team will be awarded 2 Premiership Points.
  - 12.1.2 Any Host Club that fails to provide another ground in the time allocated, will be responsible for umpire fees for the matches abandoned as per clause 12.1.1.
  - 12.1.3 Where competition matches are scheduled, and the Team is not the Host Club, the points will be split, and both Teams will receive 2 Premiership Points each.
- 12.2 Should an Affiliated Club fail to give notice under clause 12.1 it shall forfeit

the match.

12.3 The emergency ground must be approved by the League prior to the Affiliated Club providing notice to the League under these By-Laws.

#### **13. ADVERSE CONDITIONS**

- 13.1 The Football Sub-Committee shall have power to cancel or transfer any match or matches if in their opinion the condition of any ground is unsuitable for play based on the information available to them.
- 13.2 The decision of the Football Sub-Committee may apply to all matches conducted by the League.
- 13.3 The Board shall have the power to introduce and implement a policy for dealing with circumstances where the conditions of a ground or its facilities make it unsuitable to play or impracticable to fixture a game at a venue.
- 13.4 Before any Policy referred to in clause 13.3 above becomes effective, the Board is required to promulgate the terms of the Policy to all Affiliated Clubs by way of an amendment to the By-Laws.

#### 14. UMPIRE ORDER OFF RULE

- 14.1 The following offences are Reportable Offences in addition to those defined in the Laws.
  - 14.1.1 incidents that are considered non-violent against another person which are not in the spirit of AFL Masters;
  - 14.1.2 throwing a player to the ground after the ball has clearly been disposed of or is out of play;
  - 14.1.3 pushing and shoving players;
  - 14.1.4 engages in rough play including shoulder charges to the back of an opposing player; charges when shepherding players, or unnecessary vicious pushes and shepherds
- 14.2 In all competitions conducted by the League, the following order off procedures shall apply.
- 14.3 Field umpires shall carry red, yellow and green cards for all matches. Players can be ordered off for the following indiscretions:
- 14.4 COOL DOWN (no card): Player may be replaced
  - 14.4.1 Umpires have the power to send-off a player for a 5-minute 'cool down' period without issuing a Green Card. The player can be replaced.
- 14.5 GREEN CARD: Player may be replaced
  - 14.5.1 Any player who commits the following offences:
    - 14.5.1.1 using audible abusive, insulting, obscene or threatening language to another person which may be an umpire, opposition player, team-mate, official, or spectator;
    - 14.5.1.2 wasting time shaking goal posts either before, during or after a kick for goal;
    - 14.5.1.3 engaging in a melee;
    - 14.5.1.4 pushing and shoving players; and

- 14.5.1.5 incidents that are considered non-violent against another person which are not in the spirit of AFL Masters.
- 14.5.2 Green Card Penalty shall be automatic send-off for the remainder of the current quarter plus one additional quarter during that match.
- 14.6 YELLOW CARD: Player may be replaced
  - 14.6.1 Any player who commits any of the following offences:
    - 14.6.1.1 using abusive, insulting, obscene or threatening language in relation to an umpire;
    - 14.6.1.2 throwing a player to the ground after the ball has clearly been disposed of or is out of play;
    - 14.6.1.3 attempting to strike another player;
    - 14.6.1.4 charging another player;
    - 14.6.1.5 engaging in a escalation of a melee;
    - 14.6.1.6 engages in rough play including shoulder charges to the back of an opposing player; charges when shepherding players, or unnecessary vicious pushes and shepherds; and
    - 14.6.1.7 Acts of misconduct.
  - 14.6.2 Yellow Card Penalty shall be automatic send-off for the duration of the current match and the remainder of the current game day.
- 14.7 RED CARD: Player cannot be replaced
  - 14.7.1 Any player who commits the following offences:
    - 14.7.1.1 intentionally striking, kicking, kneeing, stomping, eyegouging or head-butting another person;
    - 14.7.1.2 intentionally striking or making contact with an Umpire;
    - 14.7.1.3 attempting to strike or make contact with an Umpire:
    - 14.7.1.4 using abusive, insulting, threatening or obscene language towards an Umpire;
    - 14.7.1.5 behaving in an abusive, insulting, threatening or obscene manner towards or in relation to an Umpire;
    - 14.7.1.6 spitting on another person;
    - 14.7.1.7 unduly interferes with or assaults or uses threatening language to an umpire or behaves in a threatening manner towards an umpire;
    - 14.7.1.8 assaults another player or official, kicks or attempts to kick another player or official, intentionally or attempts to trip by hand or foot, front on shoulder charging (shirt front); and
    - 14.7.1.9 Acts of serious misconduct.
  - 14.7.2 Red Card Penalty shall be automatic send off for the remainder of the match and the remainder of the current game day. This is an automatic 2 (two) game suspension.
  - 14.7.3 If a player receives a Red Card during the season, the Football Committee has the right to decline the player from registering to represent Vic Metro at the National Carnival in that same year.

- 14.8 A THIRD OFFENCE of a Green Card, SECOND OFFENCE of a Yellow Card (or a combination of 2 Green & 1 Yellow Cards) will automatically attract a Red Card in the current season. For the avoidance of doubt, a Red Card will only be issued in these circumstances for a minimum of the following (2) two matches that player is eligible to play (i.e. not during the current match).
- 14.9 Where a player receives two report cards during a match (2 Green, 2 Yellow or 1 Green and 1 Yellow Cards), the player will automatically attract a Red Card and two match suspension.
- 14.10 When an emergency umpire is in attendance, they shall have the power to issue cards for any indiscretions.
- 14.11 Normal appeals process is in place. A fee of \$500 (inclusive of GST) will be levied on any appeal. Please refer to the Tribunal and Appeal Board Procedure.

#### **15. TEAM SHEET**

- 15.1 Each player participating in a match must sign the Team Sheet alongside their printed name and playing number on the day of play. Signing a Team Sheet could mean, a physical signature on a printed Team Sheet or via an online competition platform, as directed by the League. The original Team Sheet shall be lodged by the Affiliated Club with the field umpire during the half time break of a match and a copy of the signed Team Sheet shall be exchanged between the Team Managers of the participating Affiliated Clubs, if practicable to do so. If an Affiliated Clubs does not comply with this By-Law, the Affiliated Club shall be fined by the League (see clause 37 Schedule of Fines).
- 15.2 If a player signs a Team Sheet and does not play, the Affiliated Club must either strike the player out or inform the League and update the online competition platform on the day of the scheduled match;
  - 15.2.1 if the Affiliated Club fails to notify the League in accordance with clause 15.2 that a player signed the Team Sheet and did not play, the Affiliated Club shall be fined by the League (see clause 37 Schedule of Fines).
- 15.3 A player may be added after the Team Sheet has been submitted by submitting an updated Team Sheet with the appropriate additions and signatures to the umpires and the opposition team manager no later than the end of half-time interval.
- 15.4 Team Sheets must also list the names of each person performing game day duties including but not necessarily limited to Team Manager, Coach, Sports Trainer, Runner, and any Club or League appointed Field umpires.
- 15.5 Following a match before the time stipulated by the League from time to time, an electronic team sheet or other form(s) approved by the League must be submitted using the approved online system.
  - 15.5.1 An Affiliated Club that fails to submit electronic team sheets or other form(s) approved by the League by the stipulated time shall be fined (see clause 37 Schedule of Fines).
- 15.6 No official of the Affiliated Club other than the runner, the trainers, First Aid attendants and water persons listed on the team sheet for the match being played shall be permitted to enter the playing field during any match being played provided that such officials comply at all times with the requirements

of the League as notified from time to time, including wearing any approved uniforms or apparel.

- 15.6.1 Any Affiliated Club utilising a runner, trainer or First Aid attendant not listed on the team sheet for the match being played shall be dealt with by the League as the Board deems fit.
- 15.6.2 The League reserves the right to refuse or review the eligibility of any runner, trainer or First Aid attendant, or other such person officiating in a game to participate in any official match day function without giving a reason thereof.
- 15.6.3 The maximum number of water persons allowed per Affiliated Club in any one match is four (4) people.
- 15.6.4 In any Season, the Board has the power to alter the number of water persons specified and to make any consequential By-Laws to assist in complying with government-mandated requirements.
- 15.6.5 Water persons shall avoid interrupting play when providing players water.

#### **16. CONTROL AT MATCHES**

- 16.1 Affiliated Clubs shall be held responsible for the maintenance of order prior to, during and after the matches (includes intervals in the match).
- 16.2 A registered official of an Affiliated Club disputing a decision of an umpire or using abusive language or threatening or insulting language before, during or after a match shall be dealt with as the Board deems fit.

#### 17. TIME OF MATCHES, TIMEKEEPERS AND BREAKS IN PLAY

- 17.1 All matches shall commence at the times determined by the League.
- 17.2 All Men's matches shall consist of twenty (20) minute quarters.
  - 17.2.1 Men's matches shall have a 5 minute quarter time break, 15 minute half time break, and 5 minute three-quarter time break.
- 17.3 All Women's matches shall consist of fifteen (15) minute quarters.
  - 17.3.1 Women's matches shall have a 4 minute quarter time break, 12 minute half time break, and 4 minute three-quarter time break.
- 17.4 Time-off shall only be called by the Umpires as soon as the Umpire calls for a stretcher, subject to these By-Laws.
- 17.5 Timekeepers shall keep the correct time and record the starting and finishing of each quarter on cards provided by the Club, and ring or sound a device at the conclusion of each quarter.
- 17.6 The timekeepers shall record the scores at the conclusion of each quarter on cards provided by the Club and check the same between quarters and at the conclusion of the match. These cards must be signed by both timekeepers at the conclusion of the match.
- 17.7 Timekeepers must remain together during the whole of the match. Time-on must be recorded by the timekeeper provided by the home club with a time clock or watch.

#### **18. PREMIERSHIP POINTS**

- 18.1 At the conclusion of each Home and Away Season round of matches Premiership points shall be allocated to each Affiliated Club as follows;
  - 18.1.1 four points for a win, match won on dispute or a forfeit
  - 18.1.2 two points for a tie;
  - 18.1.3 zero (nil) points for a bye; and
  - 18.1.4 a percentage shall be calculated for each Affiliated Club based on the proportion of points scored for and against each Affiliated Club during the Home and Away Season matches.
- 18.2 Should an Affiliated Club disband during a Football Season, all points scored for and against the Affiliated Club shall be cancelled. Premiership points to the time of disbandment shall stand and each team drawn to play the disbanded team shall receive four points for the remaining games.
- 18.3 The Board shall be sole determinant of points scored for and against Affiliated Clubs, and Premiership Points. Any decision of the Board in this regard will be final and binding.
- 18.4 The League shall maintain a ranking of teams of Affiliated Clubs (**the Premiership Ladder**) that determines the position of the teams of the Affiliated Clubs participating in each Division of the League's football competitions. The ranking of each team on the Premiership Ladder at the completion of the Home and Away Season shall be determined in accordance with the following procedure:
  - 18.4.1 the order of the teams shall first be determined by the number of Premiership Points accumulated by each team, by placing in descending order the team with the highest accumulated Premiership Points through to the team with the lowest accumulated Premiership Points;
  - 18.4.2 where two or more teams have accumulated the same total of Premiership Points, the team with the highest percentage as calculated under clause 18.1.4 of these By-Laws shall be placed first between them;
  - 18.4.3 where two or more teams at the completion of the Home and Away Season have accumulated the same Premiership Points and have the same percentage, the following procedure shall apply:
    - 18.4.3.1 the position of the tied teams shall be adjusted by accumulating the Premiership Points awarded to the relevant teams as a result of the Home and Away Season matches played between them and placing the teams with the highest Premiership Points, first as between them;
    - 18.4.3.2 where the Premiership Points accumulated by the relevant teams remain equal, the position of the tied teams shall be adjusted by calculating each such team's percentage based on the proportion of points scored for and against each such team from the Home and Away Season matches between them and placing the team with the highest percentage, first as between them;
    - 18.4.3.3 in the unlikely event that two or more teams still remain tied, the position of the teams shall be adjusted by a lottery

conducted by the League so that any team drawn ahead of any other team shall be placed ahead of such other team or teams.

#### **19. UNIFORM AND NUMBER**

- 19.1 All players shall be attired in the current uniform of their Affiliated Club approved by the League at all games, including:
  - 19.1.1 registered club-coloured jersey, incorporating the AFL Masters logo as approved by the League from time to time;
  - 19.1.2 shorts that incorporate the AFL Masters logo as approved by the League from time to time; and
  - 19.1.3 registered club-coloured socks, as approved by the League from time to time, unless special consideration is sought and granted by the League.
- 19.2 Each player shall wear a conspicuous one or two figure number (between 1 and 99) either sewn or worked into the back of the jersey, and no two players in the same team shall wear the same number. Any Affiliated Club not having all its players so numbered shall be fined by the League (see clause 37 Schedule of Fines).
- 19.3 Umpires shall notify the League, via the Umpires' Match Report, of every player not correctly attired.

#### 20. FINALS

- 20.1 The location and arrangements for finals matches shall be determined by the League at its discretion, subject to the League offering the Affiliated Club of the highest finishing 35s teams the opportunity to host the first finals. Any Affiliated Club hosting finals must comply with these By-Laws and enter any agreement that includes any terms and conditions considered reasonable by the League. If Affiliated Clubs hosting finals also have lower level age group teams competing in finals on that weekend, the League will use reasonable endeavors to schedule the finals of those teams at the same venue.
  - 20.1.1 The fitness of grounds for finals matches shall be decided by a League representative present at the ground when the question arises.
- 20.2 Incomplete Match Finals
  - 20.2.1 where a Match that has commenced is unable to be completed within the time scheduled for the Match, or where it has been shortened due to a Significant Delay, the result will be determined as below:
    - 20.2.1.1 Where less that the equivalent of one half of the match has been played:
      - a) Finals Match (other than Grand Final): if the match is unable to be rescheduled for any reason, the Match will be deemed to have been played, with the Team that is positioned higher on the ladder being declared the winner of the Match;
      - b) Grand Final: if the match is unable to be rescheduled for any reason, the Match will be recorded as having no result.

- 20.2.1.2 Where the equivalent of one half or more of the match has been played:
  - a) Where a Match is able to resume after a Significant Delay, the result will be based on the final score of the Match at the conclusion of play;
  - b) Where a Match is unable to resume for any reason including after a Significant Delay, the score at the time the Match was interrupted shall be deemed to be the final score, with the result of the Match based on this.
- 20.2.2 In the event of a tie in a finals match, the following procedure will apply:
  - 20.2.2.1 all players will remain on the playing arena.
  - 20.2.2.2 the team runner may enter the playing arena to marshal the team players together in readiness to change ends.
  - 20.2.2.3 coaches must remain off the playing arena and must not address their players, except where the opposing team has a playing coach and then, the non-playing coach may enter the arena to address their players.
  - 20.2.2.4 the Field Umpires will confer with the Goal Umpires and when they verify that the scores are tied, the players of the two teams will change ends.
  - 20.2.2.5 two (2) periods of five (5) minutes will then be played with the teams changing ends at the end of the first period of extra time.
  - 20.2.2.6 at the end of the second period of extra time, the team which has the greater score will be the winner of the match.
  - 20.2.2.7 if the scores are still tied after five (5) minutes of the second period has lapsed, then 'golden point' is used to determine a winner. The siren is not to be sounded until the next team scores. The team to score next is declared the winner.
  - 20.2.2.8 in the event that the time lapses after five (5) minutes of the second period and a team has a set shot for goal with the opportunity of levelling the score (e.g. the team is one to six points behind), the siren is to be sounded. If the scores are levelled, play is to continue until the next team scores.

# **PART D – OFFICIALS AND OTHER PERSONNEL**

#### 21. REGISTERED OFFICIALS, AND LODGING OF DOCUMENTS WITH THE LEAGUE

- 21.1 Each Affiliated Club shall provide a list of office holders (President, League Delegate, Secretary, Treasurer and any others appointed) within 7 days of its Annual General Meeting.
- 21.2 Each Affiliated Club shall furnish to the League, prior to the first match of each Football Season a list of all of the officials of the club for the Football Season. Any Affiliated Club failing to submit a list of officials before the commencement of the Football Season may be dealt with by the League as

the League deems fit.

- 21.3 The Affiliated Club shall ensure that all officials agree to comply with the Rules, By- Laws, determinations and decisions of the League.
- 21.4 Each Affiliated Club shall lodge with the League a copy of its annual report and financial statement, as approved at the Annual General Meeting of the Affiliated Club, in respect of the period including the most recent Football Season with the League by 31 December in each year or within 30 days of the date of the Affiliated Club's AGM, whichever is the latter.

#### 22. COACHES

- 22.1 All coaches of Affiliated Clubs shall be registered with the League and accredited to at least Registered Accreditation level by the AFL in accordance with the Handbook. Any person who purports to coach in any matches authorised or conducted by the League without satisfying the requirements of this clause may be dealt with by the League as it thinks fit. The Club may also be subject to a penalty, which may include a fine (see clause 37 Schedule of Fines), for allowing the Coach to officiate without the minimum accreditation.
- 22.2 Each coach must lodge the prescribed registration form with the League prior to the coach commencing their duties in that Football Season.

#### 23. TRAINERS

- 23.1 In accordance with the Handbook, all trainers of Affiliated Clubs shall either:
  - 23.1.1 be accredited to at least AFL First Aider standard (see section 15.3(b)(i) of the Handbook); or
  - 23.1.2 be a Qualified Medical Professional

#### (Appropriate Minimum Qualifications).

- 23.2 Each Affiliated Club must ensure that at each match or training session:
  - 23.2.1 at least one person with Appropriate Minimum Qualifications is in attendance; and
  - 23.2.2 an appropriately stocked first aid kit and adequate sport-specific rescue/transport equipment are available, including a defibrillator, stretcher and neck brace; and
  - 23.2.3 there is marked venue access for emergency vehicles.
- 23.3 Trainers and other support staff must wear specified uniforms and/or clothing directed by the League.
- 23.4 Trainers or first aid providers must be registered on the nominated online competition platform.

#### 24. UMPIRES

- 24.1 To be eligible to Umpire, a person must be registered and accredited in accordance with the Handbook.
- 24.2 The League shall appoint the Field Umpire(s) for each Home and Away Season and finals match unless there is an agreement between the League and Affiliated Club to provide Club umpires.

- 24.3 The League shall appoint the Field and Goal Umpires for finals matches.
- 24.4 Field and Goal Umpire fees shall be set annually by the League.
- 24.5 Umpires shall wear the uniforms prescribed by the League. The Delegate of an Affiliated Club shall notify the League of any infringement of this clause.
- 24.6 Umpires shall be on the playing field five minutes before the scheduled starting time of each match. The Delegate of an Affiliated Club shall notify the League of any infringement of this clause.
- 24.7 Umpires shall adhere to the League's prescribed process for submitting the Fairest and Best votes, the Umpire's Match Report, and the Goal Score.
- 24.8 An Affiliated Club may report any umpire for inefficiency or neglect of duty. The-Affiliated Club must complete the Report on Field Umpires Report and forward to the League, or other nominated League officer, by 5pm on the Monday immediately following the match. A copy of the report shall be forwarded to the League or Umpire Coordinator.
- 24.9 The Field Umpire shall report any breaches of the Rules or By-Laws by an Affiliated Club or official of an Affiliated Club to the League or Umpire Coordinator.
- 24.10 Umpires shall be required to attend meetings when notified by the Umpire Coordinator. Any umpire not present at roll call may be dealt with by the League as it deems fit.
- 24.11 In the event of a match not taking place, other than where the League has cancelled a match or round, umpires shall receive half of their usual fees, unless the League receives notice that the match will not take place at least 48 hours before the scheduled commencement time for the match.
- 24.12 In the event of a match not taking place because of a forfeit, the Affiliated Club giving the forfeit must pay all of the umpire fees unless the League receives notice that the match will not take place at least 48 hours before the scheduled commencement time for the match.
- 24.13 In all Home and Away Season matches, the field umpires shall have the power to veto a decision made by a goal umpire and make an alternative decision, if the field umpire is of the opinion the goal umpire has made an incorrect decision. The field umpire's decision shall be final.
- 24.14 If the Captain of either participating Affiliated Club is of the opinion a goal umpire (other than a goal umpire appointed by the League) is unfit, the Captain shall be at liberty to ask the field umpire for that umpire to be replaced by a more competent person. This request shall be granted, if considered justified by the field umpire.

#### 25. GOAL AND BOUNDARY UMPIRES

25.1 The goal umpires shall record the scores on the cards provided by the Affiliated Club and check the scores on the cards between quarters and at the conclusion of that match. A fine shall be imposed by the League if the card issued to the Club is not used (see clause 37 - Schedule of Fines). Any discrepancy between the scores shall be rectified as soon as possible in consultation with the field umpire. The cards shall be properly completed and signed by the goal umpires. If the goal umpires disagree on the score, but the timekeeper's score is the same as one of the goal umpires' scores, this score shall be recognised as the official score of the match. Failing which, any disputes shall be referred for hearing and determination by the Board.

- 25.2 League appointed goal umpires shall be attired in any uniforms directed by the League (if applicable). Any Affiliated Club not having its umpires so attired shall be fined (see clause 37 Schedule of Fines).
- 25.3 In all matches the home club shall be responsible for a scoreboard which shall be in operation throughout the whole game. The scoreboard must be clearly visible to the goal umpires who shall check its accuracy at the conclusion of each quarter. Umpires shall report to the League, via the Umpires' Match Report, any occasion on which an Affiliated Club fails to operate a scoreboard and a fine shall be imposed by the League (see clause 37 Schedule of Fines).

# PART E - DISCIPLINARY

#### **26. UMPIRE REPORTS**

- 26.1 Where a person is involved in an incident which may constitute a Reportable Offence an umpire appointed by the League shall report that person.
- 26.2 Where an umpire appointed by the League reports a person for the Reportable Offence during the course of a Match, the umpire shall inform the person of the report, the Captain and the Coach;
  - 26.2.1 at the time of the incident by clearly raising the relevant (red, yellow or green) card in accordance with the alleged breach of the Rules and these By-Laws; or
  - 26.2.2 before the commencement of the next quarter; or
  - 26.2.3 where the incident occurs in the final quarter, as soon as practicable after the completion of the match.
- 26.3 An umpire appointed by the League may inform the Captain, acting Captain or Team Manager of an Affiliated Club of a report where it is impractical to inform the person who has been reported.
- 26.4 As soon as practicable after the completion of the match, an umpire who has reported a person under these By-Laws must:
  - 26.4.1 lodge a copy of the Notice of Report via the nominated online competition platform and notify the League and Umpire Coordinator no later than 7.00pm on the day of the match; and
  - 26.4.2 retain a copy of the Notice for the umpire's potential attendance at the Tribunal.
- 26.5 If an Umpire considers that a person may have committed a Reportable Offence but did not report that person under section 25.2, then as soon as practicable after completion of the Match, the Umpire must:
  - 26.5.1 complete an Incident Referral Form; and
  - 26.5.2 lodge a copy of the Incident Referral Form via the nominated online competition platform and notify the League and Umpire Coordinator no later than 5.00pm on the next business day after the relevant match.
- 26.6 The League may have set penalties for breaches of the Laws of Australian Football and/or these By-Laws by players as determined from time to time by the Board. Notwithstanding the acceptance by a reported player of the set penalty, the nature of the report and the penalty are provisional until 5.00pm

on the Tuesday following the report. If, within this time, the League advises the Affiliated Club of the Reported Player of the nature of a new charge or that the existing charge is to be heard before the Tribunal then the new charge or the existing charge will proceed in accordance with these By-Laws. Alternatively, if the League does not contact the Club of the reported player by 5.00pm on the Tuesday following the report, the charge and the penalty shall stand.

- 26.7 Where the Notice of Report is lodged with the League under these By-Laws, the League, if applicable, shall provide the Umpire Match Report to the President and/or Football Sub-Committee as soon as practicable.
- 26.8 Where a person is involved in an incident which may constitute a breach of the Rules or By-Laws (other than a Reportable Offence) or conduct that may adversely and improperly interfere with the umpire's ability to umpire a match, an umpire appointed by the League shall report that person's conduct on an Umpire Match Report in the same manner prescribed under these By-Laws. The League is responsible for providing the Umpire Match Report to the Delegate of the Affiliated Club and the matter will be referred to the Football Sub-Committee and/or President for determination.
- 26.9 If the League determines the incident did constitute a breach of the Rules or By-Laws, the Affiliated Club will be served a Notice to Show Cause outlining the incident including where it is believed the breach occurred.
- 26.10 The Affiliated Club will be required to respond to the Notice to Show cause within the nominated timeframe, providing evidence to prove the breach did not occur.
- 26.11 If the Affiliated Club provides satisfactory evidence relating to the breach, the League will acknowledge and confirm the matter is closed, however if the evidence is not satisfactory, will uphold the proposed penalty or an alternative penalty at its absolute discretion.
- 26.12 If the Affiliated Club believes there is a case to appeal, the Affiliated Club can refer the matter to the Tribunal that will sit as an Appeal Board in accordance with these By-Laws to review the decision and penalty.

#### 27. CLUB OFFICIALS - ALL COMPETITIONS

27.1 In all competitions conducted by the League, where an umpire has reported an official of a Club, that official shall leave the Playing Surface immediately and shall remain off for the remainder of the game and day (except in the case of a trainer or other recognised medical official) but such official can be replaced by the relevant Affiliated Club with another official.

#### 28. CLUB REPORT

- 28.1 Where an Affiliated Club is of the opinion that a serious incident has occurred that could bring the League into disrepute (e.g., melee, crowd incident, serious injury), it must notify the League as soon as practicable.
- 28.2 Where an Affiliated Club is of the opinion that an official, Affiliated Club or player has been involved in an incident in any match that constitutes a Reportable Offence, and/or breach of the Rules or By-Laws and that incident was not reported by an officiating umpire, the first mentioned Affiliated Club may report the matter to the League.
- 28.3 Any report under these By-Laws must be authorised by three (3) senior

members of the Affiliated Club's committee, in writing on letterhead of the Affiliated Club and lodged with the League by 5pm on the Tuesday following the match, together with a deposit of \$500 (inclusive of GST).

- 28.4 The League shall advise the President of the details of all reports made to the League under these By-Laws unless the President, with the consent of both the Affiliated Club making the report and the other Affiliated Club/s involved, instructs the League to refer the report to the Board, the report shall be referred to the League or Football Sub-Committee for investigation with the assistance of the League and/or Investigations Officer. Such investigation shall be completed within 7 days of the matter being referred to the League unless an extension of time is granted by the Board.
- 28.5 Any report under this clause of the By-Laws that is not referred to the League or Football Sub-Committee, shall be referred to the Board, which in its absolute discretion, may deal with the report as it sees fit (including without limiting its powers) referring the report or any matter arising from it to the Tribunal.
- 28.6 The deposit made by an Affiliated Club under this clause of the By-Laws shall be dealt with as follows:
  - 28.6.1 if the Board considers a report made by an Affiliated Club to be frivolous, then the Board may determine that the Affiliated Club forfeit part, or all, of the deposit.
  - 28.6.2 if a matter directly arising from a report is referred to the Tribunal, the deposit shall be refunded in full; and
  - 28.6.3 in all cases, the deposit may, at the reasonable discretion of the Board be refunded in whole or part. In the event of any refund, to the extent that any GST paid under this clause of the By-Laws for GST is no longer applicable, that amount shall also be refunded.

#### 29. BOARD MEMBER REPORT

- 29.1 Where a Board Member is of the opinion that an official, Affiliated Club or player has been involved in an incident during, before or after any match that constitutes a Reportable Offence, and/or breach of the Rules or By-Laws and that an incident is not reported by an officiating umpire, a Board Member may report the matter to the League.
- 29.2 A report made under this clause of the By-Laws is to be in writing and lodged with the League prior to 5.00pm on the Monday following the match.
- 29.3 Where the Umpire Coordinator is of the opinion that an official, Affiliated Club or player has been involved in an incident during, before or after any match that constitutes a Reportable Offence, and/or breach of the Rules or By-Laws and that incident is not reported by an officiating umpire, an Umpires Advisor may report the matter to the League.
- 29.4 The League will refer any report made by a Board Member or the Umpire Coordinator immediately to the Tribunal or to the Football Sub-Committee. Such investigation shall be completed within 7 days of the matter being investigated by the League or referred to the Investigations Officer unless an extension of time is granted by the Board (excluding any Board Member who laid the charge) at the request of the League or Investigations Officer.

# 30. CONDUCT UNBECOMING, PREJUDICIAL OR LIKELY TO BRING GAME INTO DISREPUTE

- 30.1 Where the Board is of the opinion that an Affiliated Club or any Official, player or member thereof, or Member or any other person has contravened the Rules or By-Laws of the League or has been involved in conduct which is unbecoming or likely to prejudice the reputation, or interests of the League, or to bring the game of Australian Football into disrepute, the Board may deal with any such manner as the Board in their absolute discretion thinks fit and without limiting their power, they may;
  - 30.1.1 appoint any person to enquire into any matter;
  - 30.1.2 conduct their own enquiry into any matter;
  - 30.1.3 refer any matter to the Tribunal; or
  - 30.1.4 impose any penalty that it deems fit including but not limited to, imposing a monetary penalty or bond, a suspension, a disqualification or providing for the loss of or forfeiture of or Premiership points or other privileges, benefits, or entitlements.
- 30.2 Spectator misconduct is to be charged under clause 30.1.
  - 30.2.1 Where a spectator engages in misconduct, the Affiliated Club that they attended in support of will be fined in accordance with clause 37.

#### **31. MELEE RULE**

- 31.1 A melee is an incident which occurs prior to, during or following the completion of a League match, and;
  - 31.1.1 is an incident of a character which in the opinion of the umpires and/or the League is likely to;
    - 31.1.1.1 prejudice the interests or reputation of the League; or
    - 31.1.1.2 prejudice the interests or reputation of the League competition; or
    - 31.1.1.3 brings the game of football into disrepute.
  - 31.1.2 involves three or more players and/or officials of the opposing teams who are aggressively or forcefully engaging in grappling, pushing, shoving, tripping, wrestling or other like acts which would potentially constitute a Reportable Offence in relation to that player or official of the opposing team; and it occurs over sustained period of time where such incident has the effect of preventing or hindering the start or continuation of the game.
- 31.2 Umpires are to report any melee (as defined above) that occurs on the ground on the official Umpire Match Report and Clubs will be fined:
  - 31.2.1 \$500.00 (incl. GST) for the first offence in a season;
  - 31.2.2 \$1000.00 (incl. GST) for a second offence in the season along with an Official Club Warning issued by the League; and
  - 31.2.3 \$1500.00 (incl. GST) for a third or additional offence in the season along with further sanctions determined by the League in their ultimate discretion.
- 31.3 Depending on the circumstances of the incident(s) it is up to the League's discretion whether to impose a fine on either or both Clubs as per the above

definition. In using this discretion, the Umpires shall have regard to the following factors:

- 31.3.1 The team whose player/s and/or officials instigated, provoked and/or prolonged the incident that led to the melee; and
- 31.3.2 Whether the number of player/s and officials from one (1) team in the melee were significantly greater than the number of players and/or officials from the opposing team.
- 31.4 A League Board Member who considers that an incident witnessed by them at a match constitutes a melee within the above definition shall provide details to the League who can also impose a fine at the levels set out above.
- 31.5 Nothing in this Rule precludes an Umpire from reporting a player for a Reportable Offence committed during a melee.
- 31.6 This Rule may be reviewed and altered at the end of each season as necessary.

#### **32. INVESTIGATING AN INCIDENT**

- 32.1 Incidents reported under clauses 26, 28 and 29 of these By-Laws will be investigated in accordance with section 22.2 of the Handbook.
- 32.2 Untruthful Evidence
  - 32.2.1 Any person who provides any false or misleading information to the League, any of its committees, the Tribunal, the Investigations Officer or any officer of the League shall be deemed to have been involved in conduct which is unbecoming or prejudicial to the League and shall be dealt with by the Board in a manner the Board deems fit.
- 32.3 Failure to Attend
  - 32.3.1 When a charge has been made against any Affiliated Club for playing a player illegally, such Club shall be responsible for the appearance of such player before the Board. Failure to produce such a player shall be taken as prima-facie evidence of the truth of the charge and the Affiliated Club may be dealt with by the Board as the Board deems fit.
  - 32.3.2 Any player, umpire or official who fails to attend any meeting of the Board of Management to which they are summoned by not less than forty-eight hours-notice under the hand of the League, shall be dealt with by the Board of Management as the Board of Management deems fit.

#### **33. INVESTIGATIONS OFFICER**

- 33.1 The Board may appoint an Investigations Officer to assist with investigating matters from time-to-time. The Investigations Officer shall not be a member of the Board.
- 33.2 The Board has the power to appoint a second or third Investigations Officer if the need arises.
- 33.3 The relevant Affiliated Clubs and parties involved in the matter should be advised of the appointment of any Investigations Officer.
- 33.4 When a matter is referred by the League to the Investigations Officer, the League shall supply all relevant and available details regarding the incident. The Investigations Officer shall view, if applicable, any available video

evidence. The Investigations shall, so far as is practicable, interview all available witnesses (including players, umpires, officials or spectators) pertaining to the matter. The Investigations Officer shall conduct an investigation and with as much expedition as necessary to obtain so far as is practicable the relevant facts relating to the incident that the Investigations Officer has been appointed to investigate. The Investigations Officer shall conduct the interviews of witnesses in a manner conducive to and consistent with the obligation to obtain the relevant facts relating to the incident.

- 33.5 The Investigations Officer should investigate with an open mind and any doubt regarding the events being considered must go in favour of the investigated player, official or club.
- 33.6 Affiliated Clubs are required to make personnel (including players) available to the Investigations Officer on request. Such request is to be made by giving 48 hours' notice unless otherwise agreed.
- 33.7 Any Affiliated Club, official or player must make available any information or person/s upon request of the Investigations Officer and must co-operate fully with any reasonable request of the Investigations Officer. Any Affiliated Club, official or player who does not comply with any reasonable request of the Investigations Officer or does not make information available upon request may be dealt with by the Board at its discretion.
- 33.8 After investigating any allegation, the Investigations Officer shall lodge with the League all relevant documents and a notice in writing setting out the results of the investigation, including the Investigations Officer's opinion as to whether the player, official or Affiliated Club under investigation has prima facie breached the Laws of Australian Rules Football, the Rules or the By-Laws and whether the matter should be dealt with by the Board, the Tribunal or by way of set penalty under the Rules or these By-Laws.
- 33.9 Upon receipt of the Investigations Officer's Report, the League may:
  - 33.9.1 refer the matter to the Board for hearing and determination; or
  - 33.9.2 lay a charge/s against the player and/or official of an Affiliated Club which shall be referred to the Tribunal unless the League considers that a set penalty shall be offered to the party and the party accepts that set penalty or the party wishes to challenge the League's decision before the Appeal Board. See Tribunal and Appeal Board Procedure: Appendix C.
- 33.10 In any matter referred to the Tribunal or Appeal Board, the League may appoint the Investigations Officer or other appropriate person to act as a prosecutor before the Tribunal or Appeal Board.
- 33.11 Where a Board Member makes a report that is investigated by the League or Investigations Officer, that Board Member shall not take part in any consideration, hearing or determination of the matter by the League or Board.

#### 34. VIDEO REPORT INVESTIGATION

34.1 In the event that any incident is brought to the attention of the League by an Affiliated Club, Umpire (including an Umpire's Adviser) or a member of the Board of Management has been captured on video (and the video is made available to the League), the League may refer the video evidence to a match review panel (Panel) comprising the Umpire Coordinator (or delegate) and Football Sub-Committee (or delegate). The Panel will respond to the League with their recommendations.

- 34.2 The Panel upon viewing the video and considering any other relevant information shall advise the League whether, in the opinion of the members of the Panel, any player and/or official of an Affiliated Club has breached the Laws of Australian Football, the Rules or By-Laws of the League and whether it would be appropriate in the circumstances to offer any player a set penalty.
- 34.3 The League shall consider the recommendation(s) of the members of the Panel and may lay a charge against the player and/or official involved in the incident or refer the matter to the Independent Tribunal unless the League considers a set penalty should be offered and such penalty is accepted by the player.

#### **35. INDEPENDENT TRIBUNAL**

- 35.1 The Board shall appoint members of the disciplinary tribunal to be known as the Tribunal prior to the commencement of the Home and Away Season where reasonably practicable.
- 35.2 The Board may remove a member of the Tribunal at any time.
- 35.3 A member of the Tribunal may resign at any time by providing written notice to the League.
- 35.4 A person cannot be appointed to the Tribunal if, in the twelve (12) months preceding the relevant appointment date, that person:
  - 35.4.1 has been a member of a board of directors of an Affiliated Club;
  - 35.4.2 has been a coach or assistant or specialty coach of an Affiliated Club;
  - 35.4.3 has been a Player; or

has been an employee of an Affiliated Club.

- 35.5 For the purpose of hearing and determining any matter, the Tribunal shall be constituted by three members.
  - 35.5.1 The Tribunal must consist of:
    - 35.5.1.1 a person who in the opinion of the League possesses sufficient knowledge of Australian Football and sufficiently qualified to competently perform the role of chairperson (**Chairperson**); and
    - 35.5.1.2 a panel of persons who in the opinion of the League possess sufficient knowledge of Australian Football and are sufficiently qualified to competently perform the role of Tribunal panel member (**Tribunal Panel**).
- 35.6 The League shall:
  - 35.6.1 perform any function prescribed in these By-Laws;
  - 35.6.2 assist the Tribunal in the efficient and proper running of matters coming before it; and
  - 35.6.3 perform other functions as requested from time to time by the Tribunal.
- 35.7 The Tribunal may hear and determine:
  - 35.7.1 a report made by an umpire that a person has committed a Reportable Offence;
  - 35.7.2 any matter referred to the Tribunal by the Board of Management;

- 35.7.3 any matter referred to the Tribunal by the League Secretary; or
- 35.7.4 any matter referred to the Tribunal by the League.
- 35.8 The Tribunal shall have the power to call witnesses. Players charged shall have the power to call witnesses, provided such witnesses are nominated and lodged with the League Secretary at least 24 hours prior to the hearing.
- 35.9 The Tribunal hearing date and time will be set by the League. The League must be notified in writing at least 48 hours prior to the Tribunal Hearing if an Umpire, Player, or Witness is not available to attend the scheduled Tribunal Hearing stating the reason(s) for their unavailability. If no such notification is received or the explanation provided is considered unacceptable, the Player or Witness will have their Permit to Play withdrawn until they appear before the Tribunal, or the League Secretary determines otherwise. The Player's Affiliated Club will also incur a fine of \$110.00 (which includes GST). In the case of an Umpire failing to appear without such notification, the matter will be referred to the Football Sub-Committee to deal with as they see fit. The Football Sub-Committee will advise the League Secretary what action, if any, is to be taken.
- 35.10 If required, the umpire, all players and witnesses named in any Umpire Match Report must appear when required by the Tribunal to give evidence.
- 35.11 No person not directly involved in a matter before the Tribunal shall be entitled to be present during a hearing by the Tribunal (whether held in person or online).
  - 35.11.1For the avoidance of doubt, a person representing the Charged Person in accordance with the procedures set out in Appendix B is entitled to be present during a hearing by the Tribunal.
- 35.12 If a videotape or footage of an incident is available it may be shown as evidence, provided:
  - 35.12.1advice is given to the League Secretary at least 24 hours before the hearing on Affiliated Club letterhead.
  - 35.12.2any person wishing to show a video or footage provides all equipment necessary for the Tribunal hearing to view it.
  - 35.12.3notification is given to the reported party's Affiliated Club by 12pm (midday) on the day before the hearing that video evidence or footage will be led.
  - 35.12.4the League Secretary gives reasonable opportunity to the reported party's Affiliated Club so that the reported party and their advocate can view the video or footage prior to the Tribunal.
  - 35.12.5that an assurance is given by the person or Affiliated Club wishing to show the video or footage that the whole of the video or footage relating to the whole of the incident will be made available to the Tribunal and to the Affiliated Club of the reported party.
- 35.13 The Tribunal shall apply the procedures set out in Appendix C.
  - 35.13.1Subject to the procedures set out in Appendix C and the By-Laws, the Tribunal may regulate any proceeding brought before it in such manner as it thinks fit.
  - 35.13.2The procedure for the conduct of a Tribunal hearing must be outlined by the League Secretary on behalf of the Tribunal, to all parties prior to the hearing of the matter.

- 35.13.3A party may have their case heard in their absence if that party makes a request to have the case heard in their absence. Such a request must be made in writing, signed by the party and a Delegate of the Affiliated Club, and forwarded to the League Secretary at least 24 hours to the scheduled hearing.
- 35.13.4A party may have their case heard in their absence if that party refuses to accommodate reasonable requests to attend the Tribunal hearing.
- 35.13.5A player who is suspended must serve their suspension in the age group Division of the League in which they were reported/suspended (subject to any contrary ruling made by the Tribunal). The suspended player will not be eligible to play in any other age group Division within the League until the following Round after the completion of their suspension.

Where suspensions are imposed, the League Secretary will review the playing history of the suspended player in accordance with the AFL National Community Football Policy Handbook, Section 7 -Deregistration.

#### 36. APPEALING A DECISION OF THE LEAGUE OR TRIBUNAL

- 36.1 This By-Law and Appendix C prescribes the procedure for an appeal by a party in respect of a decision of the League or Tribunal.
- 36.2 The Board shall from time to time appoint persons to a body to be known as the Appeal Board.
- 36.3 The Appeal Board shall consist of at least three (3) persons who in the opinion of the Board possess a knowledge of Australian Football.
- 36.4 A person cannot be appointed to the Appeal Board if they are connected with any Affiliated Club.
- 36.5 The League Secretary shall;
  - 36.5.1 perform any functions prescribed by these By-Laws;
  - 36.5.2 assist the Appeal Board in the efficient and proper running of matters coming before it; and
  - 36.5.3 perform other functions as directed from time to time by the Appeal Board.
- 36.6 For the purpose of hearing and determining any matter coming before the Appeal Board, the Appeal Board shall be constituted by three members who shall appoint a Chairperson from their number who will, if possible, be a legal practitioner.
- 36.7 The Appeal Board may hear and determine any appeal in respect of:

36.7.1 a decision of the Tribunal; or

36.7.2 a decision of the League.

36.8 The only parties eligible to bring an appeal are:

36.8.1 An Affiliated Club;

- 36.8.2 An Affiliated Club Officer;
- 36.8.3 A player registered to an Affiliated Club at the relevant time.

36.8.3.1 The relevant time shall be defined as the time the original

decision of the League or the Tribunal was made.

- 36.9 An aggrieved party must bring an appeal in accordance with these By-Laws by no later than 12.00pm on the day after which the decision of the Tribunal or League was made.
- 36.10 An appeal under this By-Law shall be brought by lodging with the League Secretary of the League a completed Notice of Appeal in the form attached as Appendix D and shall be accompanied by an appeal fee of \$500 (which amount includes GST).
- 36.11 Upon receipt of the Notice of Appeal, the League Secretary shall:
  - 36.11.1 as soon as practicable, affix a date, time and place for the hearing of the appeal;
  - 36.11.2 advise all parties interested in the appeal in writing of those particulars;
  - 36.11.3 the League Secretary may vary the date, time and place specified and upon doing so, shall immediately provide all parties interested in the appeal notice of any such variation.
- 36.12 Subject to the two following By-Laws, the Appeal Board shall deal with the appeal as a new hearing.
- 36.13 The Appeal Board shall have regard to any record of the hearing by the Tribunal or decision of the League.
- 36.14 The Appeal Board may confirm, reverse or modify any decision the subject of the appeal and may make such orders and give such directions as it thinks fit, including reducing, increasing or removing any sanction.
- 36.15 Subject to the provisions contained in this clause of the By-Laws, in hearing and determining the appeal, the procedures set out in Appendix C shall apply to an appeal.
- 36.16 Where the Appeal Board upholds an appeal and reverses the decision of the Tribunal 50% of the appeal payment (which amount includes GST) shall be refunded.
- 36.17 Where the Appeal Board dismissed an appeal but increases the sanction imposed by the Tribunal or League, the appeal payment shall not be refunded.
- 36.18 Where the Appeal Board:
  - 36.18.1 dismisses an appeal (but does not increase the sanction); or
  - 36.18.2 decreases the sanction imposed by the Tribunal, the Appeal Board shall have the discretion to determine the proportion of the appeal payment under this clause of By-Law that shall be refunded, unless the Appeal Board determines that the payment should not be refunded because the appeal was frivolous, vexatious and/or without sufficient merit.
- 36.19 In the event of refund of any portion of the appeal payment under this clause of the By-Laws to the extent that any GST was paid to the League and is no longer applicable, that amount shall also be refunded.
- 36.20 A person shall exercise their right of appeal under this clause of the By-Laws and must have any appeal heard and determined by the Appeal Board before commencing any proceedings or becoming a party to any proceedings in a court of law.

# PART F – ADMINISTRATIVE

#### **37. SCHEDULE OF FINES**

37.1 The fines to be imposed on Clubs under the provisions of clauses 12.1.1, 15.1, 15.2.1, 15.5.1, 19.2, 22.1, 25.1, 25.2, 25.3, and 30.2 shall be not more than the amounts specified hereunder:

Rule	First Offence	Second Offence	Third Offence	Further Offences
12.1.1	\$25	\$50	\$75	\$100
12.1.1			φ/3	\$150 in finals
15.1	Written warning	\$50	\$75	\$100
13.1			φ/ 3	\$150 in finals
15.2.1	Written warning	\$50	\$75	\$100
13.2.1			φ/ 3	\$150 in finals
15.5.1	Written warning	\$50	\$75	\$100
15.5.1		\$50 	φ73	\$150 in finals
19.2	Written warning	\$100	\$200	\$300
13.2			Ψ200	\$350 in finals
22.1	Written warning	\$200	\$300	\$300
22.1				\$350 in finals
25.1	Written warning	\$25	\$50	\$75
20.1				\$100 in finals
25.2	Written warning	\$50	\$75	\$100
20.2				\$150 in finals
25.3	Written warning	\$50	\$75	\$100
20.5			ψισ	\$150 in finals
30.2	Up to \$1000	Up to \$1000	League discretion	League discretion

- 37.2 The penalties set out in clause 37.1 shall be applied automatically for breaching or failing to comply with such clause referred to in the schedule provided that the Club penalised shall have the right of appeal against such penalty to the Board which shall have the power to remit the whole or any part thereof.
- 37.3 Any Club fined as aforesaid shall be notified in writing of such offence and fine by the League and any appeal against such penalty shall be lodged in writing with the League through the League within fourteen (14) days of the date of such notification.

#### **38. SUB-COMMITTEES**

38.1 The Board shall from time to time set up any such sub-committees as it considers necessary for the effective administration of the League's activities.

38.2 The Board shall determine the duties and composition of such subcommittees in accordance with the following requirements, subject to at least one member of each sub-committee shall be a Board Member and a Board Member shall be responsible for reporting on the sub-committee's progress to the Board.

# **39. PRIZES AND AWARDS**

- 39.1 The League will present an Award to each winning Premiership Team of each age group Division, except where the League determines the Premiership winner will not be awarded.
- 39.2 The League will present the Premiership Team with up to thirty (30) individual Premiership Medals. It will be at the discretion of the Affiliated Club where the additional Medals will be allocated.
- 39.3 The League will not provide Runner-up Premiership Awards or Medals.

## 40. BEST AND FAIREST PLAYER

- 40.1 The field umpire officiating at each match during the Home and Away Season shall lodge with the Umpire's Match Report, a written list of votes for the three best and fairest players in the match. The votes shall be numbered 3, 2, 1.
- 40.2 The player thought by the umpire to be the best and fairest player in the match shall receive 3 votes, the second best and fairest player shall receive 2 votes and the third best and fairest player in the match shall receive 1 vote.
- 40.3 At the end of the Home and Away Season the votes shall be counted and the player receiving the most votes shall receive the award.
- 40.4 In the case of an equal total number of votes being received by two or more players, each player shall be conferred an award as an equal winner.
- 40.5 A player who has been suspended from at least one match in a particular competition during a Home and Away Season shall be ineligible for the award in that particular competition.
- 40.6 Any player who;
  - 40.6.1 transfers from the League; or
  - 40.6.2 plays for an Affiliated Club that disbands or is expelled during the currency of the season and who does not transfer to another club within the League shall be ineligible for the award in that particular Home and Away Season.
- 40.7 Where a player has received votes whilst playing for a team which has subsequently been regraded, such votes shall count together with any votes the player may receive whilst playing for the team after it has been regraded.

#### 41. GENERAL RULES OF ADMINISTRATION

- 41.1 AFLVM Fees and Penalties are set out in Appendix E.
- 41.2 An Affiliated Club must pay all debts in excess of \$1,950 (which amount includes GST) (or such other sum as determined by the Board from time to time) due to the League for 30 days or more. In the case of an Affiliated Club failing to make such payments, unless acceptable alternative arrangements are made with the Board, no team of that club shall be eligible for Premiership Points until those outstanding payment(s) is remitted in full. Percentages for

any match played while ineligible for Premiership Points will be calculated on final scores submitted for each match and otherwise awarded in accordance with these By-Laws.

- 41.3 Any Affiliated Club expelled, retiring or disqualified during the currency of a season shall not be entitled to any claim whatsoever upon money, property, credits or other assets of the League, and upon such expulsion, retirement or disqualification the interests of the Affiliated Club in respect of the League shall automatically cease.
- 41.4 All Affiliated Club accounts must be finalised by 31 October in each year.
- 41.5 Any Affiliated Club that has not paid all debts due to the League by;
  - 41.5.1 October 31, will not be permitted to register new players until all debts have been paid or where the Board determines otherwise;
  - 41.5.2 5.00pm following the last Home and Away Season match, will not be eligible to compete in finals (for those teams that have qualified) until all debts have been paid or where the Board determines otherwise; or
  - 41.5.3 February 15 will, at the discretion of the Board, have four (4) Premiership Points deducted from each team of the Affiliated Club entered in the competitions conducted by the League in the Home and Away Season following the season the debts were incurred in.

## 42. IRREGULARITIES

- 42.1 The League or Investigations Officer or Board Member may attend any match played under the auspices of the League and obtain signatures of participating players. It shall be the duty of any Board Member who attends any match and takes signatures, to report the findings to the Board at the next meeting following the relevant match.
- 42.2 When any Board Member reports to the League or Board that the Board Member suspects that the signature provided in respect of any player is not that of the player, the Affiliated Club and the player will be called upon to respond to the allegation. The Board will hear and determine the matter and there will be no right of appeal. If the Board determines that a signature is not that of the player, then the Affiliated Club shall automatically forfeit the relevant match.

## 43. DISPUTES

- 43.1 Where an Affiliated Club is of the view that, for any reason, a Match has not been conducted in accordance with the Rules or By-Laws of the League, the Affiliated Club may refer the dispute to the League.
- 43.2 An Affiliated Club referring a dispute to the League shall lodge a written notice of the dispute to the League on or before 5pm on the Tuesday immediately following the relevant match.
- 43.3 Any dispute referred to the League shall be heard and determined by the Football Sub-Committee and the Football Sub-Committee may take any action it deems necessary.
- 43.4 A dispute may only be withdrawn with the approval of the Football Sub-Committee. It shall be the duty of the League to notify any Affiliated Club or other interested parties of a dispute that relates to it.

#### **44. INTOXICATING LIQUOR**

- 44.1 Subject to the terms and conditions of any applicable liquor licence, intoxicating liquor is permitted to be sold by or on behalf of an Affiliated Club at its home club matches.
- 44.2 Liquor is not permitted on the playing field or on-field transport used by players and/or officials of participating Affiliated Clubs.
- 44.3 At finals series matches the host football club is responsible for the sale of intoxicating liquor, subject to the terms and conditions of any applicable liquor licence.
- 44.4 Liquor is not allowed to be brought into an Affiliated Club without its express approval in writing.

#### 45. AFL VICTORIA POLICIES

- 45.1 The League shall in consultation with Affiliated Clubs develop so far as is practicable policies to be adopted by Affiliated Clubs that are complementary to the policies from time to time adopted by AFL Victoria including but not limited to:
  - 45.1.1 National Community Football Policy Handbook;
  - 45.1.2 AFL Community Concussion Guidelines.

#### 46. MISCELLANEOUS

- 46.1 Club Playing Outside League
  - 46.1.1 Affiliated Clubs shall not participate in a match involving any football club that is not affiliated with the League outside the fixture arranged by the League during the Football Season.
  - 46.1.2 Affiliated Clubs desiring to participate in matches involving a football club that is not affiliated with the League at times outside the Football Season shall first gain the approval of the League.
- 46.2 Change of Ground
  - 46.2.1 An Affiliated Club shall not alter or change its ground without the consent of the League.
- 46.3 Change of Officials
  - 46.3.1 The Secretary of an Affiliated Club shall immediately notify the League in writing of any change of address of Club Delegates, Secretary or other officials of an Affiliated Club.
- 46.4 Communication to the League
  - 46.4.1 All letters and written communications to the League shall be directed to the League.

#### 47. ALTERATION TO BY-LAWS

47.1 The By-Laws may be amended by the Board from time to time.

#### 48. ADMINISTRATIVE/OPERATIONAL ARRANGEMENTS

48.1 The League is empowered to publish routine administrative / operational

arrangements of a non-contentious nature to apply each Home and Away Season and such documentation must be provided to all Affiliated Clubs by no later than (May 1) in the applicable year.

#### **49. COMPLAINTS**

49.1 The League is empowered to publish a Complaints Policy as amended from time to time.

## Appendix A - ON-FIELD RULES ADOPTED BY THE LEAGUE

AFL Masters rules are based on the playing rules of the AFL. However, there are some specific modifications and Umpiring instructions which over-rule any Laws of Australian Football as administered and controlled by the AFL when relevant.

AFL Masters was formulated in 1980, all matches are conducted under the Laws of Australian Rules Football.

The major rule modifications are listed here. AFL Masters Umpires will let you know on the field of any infringements you may have made. The rule modifications take into account our competition ages (over 35s), our families and our futures (and the fact most of our players have work to go to the next day).

The behavioural changes are there to ensure our League is a friendly, family and community based enjoyable competition.

**TWENTY-FIVE (25) METRE PENALTY – Women's Competition** (AFL Clause 19. FIFTY METRE PENALTY)

• After a mark or free kick has been awarded to a player in any women's competition, a 25metre penalty will be awarded against the opposing team that unduly delays or impedes the play or behaves in an unsportsmanlike manner.

**BOUNDARY THROW-IN – Women's Competition** (AFL Clause 20.3 DISPOSAL FROM OUT OF BOUNDS)

• Umpires in women's competition matches may step inside the boundary line before the throw-in to ensure they are able to reach the twenty-five (25) metre drop position from where the football went out of play.

**LAST TOUCH OUT OF BOUNDS (BETWEEN ARCS) – Women's Competition** (AFL Clause 18.10 OUT OF BOUNDS)

- A free kick shall be awarded against a player who kicks or handballs the ball over the boundary line between the fifty (50) metres arcs without the ball being touched by another player.
- This rule will not apply where a player who does not have possession stops the football being touched by an opposition player by shepherding the ball across the boundary line where the ball could have otherwise been touched.
- If in doubt, the umpires are instructed is to be brought in twenty (20) metres from the boundary line and thrown up in the usual way.

# **THIRTY (30) METRE PENALTY – Men's Competition** (AFL Clause 19.4 IMPOSING A FIFTY METRE PENALTY)

• After a mark or free kick has been awarded to a player in any men's competition, a 30metre penalty will be awarded against the opposing team that unduly delays or impedes the play or behaves in an unsportsmanlike manner.

## TEAM NUMBERS (AFL Clause 5.1 NUMBER OF PLAYERS IN TEAM)

• In the event of any team being short of players and receiving assistance with numbers from their opponents (FOR ANY LENGTH OF TIME), the team receiving assistance shall not lose match points in the event of their winning the match.

## **STARTING POSITIONS** (AFL Clause 13.1 STARTING POSITIONS)

• No 6:6:6 Rule: There is no limit on the number of players required to be in each area defined by the boundary line and the fifty (50) metre arc (or equivalent marking) at the time the field umpire throws up the football to start a quarter or recommence play after a goal has been scored.

#### **STANDING THE MARK** (AFL Clause 20.1.1 STANDING THE MARK)

• No stand on the mark Rule: A player standing the mark when the opposition player is awarded a mark, or a free kick may still move laterally or backwards, however is not permitted to move forwards until the umpire calls 'play on'.

## KICK IN AFTER POINT (AFL Clause 17.1 BRINGING THE FOOTBALL BACK INTO PLAY)

- Player must wait for flags to be waved before starting play.
- Player returning ball into play cannot handball from inside the square.
- Player no longer needs to kick to themselves before leaving square, but once they cross the line, Umpire calls Play On. The ball can then be disposed of by hand or foot.
- Opposition Players must be minimum ten (10) metres from the square.
- If the ball goes over the Boundary Line without being touched, there is no free kick, the ball is thrown up in the usual way by the Umpire.
- Umpire can award a Free Kick if they deem Player deliberately kicked out of bounds.

**HOLDING THE BALL / PRIOR OPPORTUNITY** (AFL Clause 18.6.2 FREE KICKS - HOLDING THE BALL: PRIOR OPPORTUNITY)

- A player in possession of the ball who has had reasonable time (prior opportunity) to dispose of the ball MUST when legally held by an opponent firmly enough to retard their progress, dispose of the ball by a kick or handball within a reasonable time of being held, otherwise a free kick shall be awarded against the player for failing to dispose of the ball in a legal manner.
- The field umpire shall throw the ball up when the player with the ball has the ball held to their body by an opponent, unless the player has had a reasonable time (prior opportunity) to dispose of the ball prior to being tackled, in which case a free kick shall be awarded for holding the ball.
- Holding the ball in: A player who elects to dive on the ball and or drag the ball under them when he is on the ground will be penalised for holding the ball if they do not immediately hit the ball clear when held legally.
- When a player is fairly bumped in the side and the ball falls from their hands the call is play on. Likewise, when a player is either knocked on the arms causing them to drop the ball.

## THE RUCK / USE OF KNEES (AFL Clause 18.4 RUCK CONTESTS)

- Only one player from each team to contest all ruck contests. A third or subsequent player shall result in a free kick against third or subsequent player.
- A free kick shall be awarded against any ruck who raises their knee or leg against their opponent when contesting any ruck contest.
- If a ruck takes possession straight from a ball up, a free kick will be paid against them.

#### MARKING (AFL Clause 18.5 MARKING CONTESTS)

• A player in front of a pack competing for a mark is given every protection and opportunity to take the mark. No knees, boots or unnecessary interference allowed.

#### **BEHAVIOUR** (AFL Clause 22. REPORTING PLAYERS AND OFFICIALS)

• Field umpires shall carry red, yellow and green cards for all matches and use them in accordance with these By-Laws.

## RUNNERS & WATER PEOPLE (AFL Clause 6. TEAM OFFICIALS AND TEAM RUNNER)

• Non-Players on the ground are to deliver Message/Drink and then leave the Oval. If they are deemed to be loitering on the ground a free kick can be paid against their Team.

# Appendix B - AMATEUR STATUS

	Permissible	Not Permissible
Employment	Clubs, or any person or entity associated with a club, may assist with and/or facilitate a full time or part time employment opportunity for a player, provided the terms and conditions of such employment are consistent with market rates for a comparable position.	Employment cannot be linked to the operations of the club e.g. physiotherapy, fitness / conditioning or working behind the bar or canteen. This applies in a direct or indirect sense as defined above.
Awards	<ul> <li>Players may receive awards from clubs and/or sponsors relevant to the following:</li> <li>match day performance;</li> <li>end of season. E.g. Best &amp; Fairest Awards; and/or</li> <li>service to the club.</li> <li>Awards must be non-monetary and;</li> <li>in the case of match day performance awards, not exceed the value of \$100 and be shared;</li> <li>with respect to end of season and service awards, not exceed the value of \$200.</li> </ul>	
Paid non-Playing coaches and paid non-Playing Assistant coaches	Clubs may pay non-Playing coaches and non-Playing Assistant coaches at market rates for a comparable coaching position in the League.	Any paid coach is not permitted to play for any team of the Club. Any paid coach is ineligible to play for that club at any stage of that same season.
Playing Head Coaches	Playing Head coach of a club may not be paid but may be reimbursed by the Club for out-of-pocket expenses actually incurred in connection with the coaching services (not exceeding a total of \$1,000 per season) upon production of documentation evidencing the expenses incurred.	Playing coaches cannot be offered or receive any remuneration or reward for coaching or playing in the League. (For the avoidance of doubt, "remuneration" in this Guideline refers to any fee or payment in addition to the permitted reimbursement of out-of-pocket expenses).
	Where dual Coaches are employed, the reimbursement of expenses is an aggregate sum to be	

	shared between them.	
Playing Assistant coaches (of a team in any League Grade)	Assistant coaches may play for any team provided they do so as an "Amateur" (refer to League definition above).	Playing Assistant coaches cannot be offered or receive any remuneration, reward OR reimbursement of expenses.
Expenses	Costs directly associated with playing for the club. E.g. club related uniforms (excluding boots), insurance, membership, any League player registration fees or out of pocket costs incurred as a result of football injuries sustained whilst representing the club, provided this benefit is available to all players.	Any expenses not directly associated with playing for the club. This includes the provision of services in-kind e.g. building, landscaping, professional services, fuel, other travel related expenses or accommodation. They are all examples of expenses that are not permitted.
	Meals after training may be paid for by the club provided, they are provided to all players and not to individuals or a specific group of players.	
	Expenses to the value set by the League associated with a player's selection to represent the League at the annual AFL Masters National Carnival may be covered or raised by the Club.	
Player Sponsorships	Players are able to source player sponsorships to offset their annual membership provided all funds are to be paid directly to the club.	
Education fees		Education fees cannot be paid for or subsidised either directly or indirectly as per above description of the word "Amateur", subject to training or education regarding Affiliated Club duties being okay such as coaching or trainer accreditation costs.
		Scholarships cannot be provided.
Motor vehicle or other transport vehicles		A player cannot be provided with a motor vehicle or other transport vehicle as

		remuneration or reward for their participation as a player.
Other football related roles	Subject to prior written approval of the League, registered League players are permitted to undertake certain non-coaching football related roles at their football club and/or their aligned junior club or school. Upon production of documentation evidencing any out-of-pocket expenses actually incurred in carrying out this role, the Club may reimburse the player for such expenses, not more than \$1,000 per season. The League may request evidence that the expenses have actually been incurred by the player from the Club or player, at any time.	

## Appendix C - TRIBUNAL AND APPEAL BOARD PROCEDURE

- 1. Purpose
  - 1.1 This document prescribes the procedures for a matter coming before the Tribunal and Appeal Board.
- 2. Conduct of Matter
  - 2.1 The matter before the Tribunal or Appeal Board shall be:
    - 2.1.1 inquisitorial in nature; and
    - 2.1.2 conducted with as little formality and technicality and with as much expedition as a proper consideration of the matter permits.
- 3. Procedural Obligations
  - 3.1 At any hearing before the Tribunal or Appeal Board, the Tribunal or Appeal Board shall:
    - 3.1.1 provide any person whose interests may be directly or adversely affected by its decision an opportunity to be heard;
    - 3.1.2 hear and determine the matter before it in an unbiased manner; and
    - 3.1.3 make a decision that a reasonable body could honestly arrive at.
- 4. Rules of Evidence
  - 4.1 The Tribunal and Appeal Board is not bound by the rules of evidence or by practices and procedures applicable to courts of record but may inform itself as to any matter in any such manner as it thinks fit.
- 5. Onus of Proof
  - 5.1 Subject to the By-Laws, no person appearing before the Tribunal or Appeal Board shall bear an onus of establishing that a person has or has not engaged in the alleged conduct.
- 6. Standard of Proof
  - 6.1 The Tribunal and Appeal Board shall decide on the balance of probabilities whether a person has or has not engaged in the alleged conduct.
- 7. Decisions
  - 7.1 At the conclusion of its hearing, the Tribunal or Appeal Board may make such determinations, impose such penalties, make such orders and give such directions in each case as it in its absolute discretion thinks fit.
  - 7.2 The question before the Tribunal or Appeal Board must be decided according to the opinion of a majority of members constituting the Tribunal or Appeal Board with the Chair having the prevailing vote on a two person Tribunal or Appeal Board.
- 8. Penalty
  - 8.1 The Tribunal or Appeal Board may have regard to any matters which it considers relevant to the question of penalty and without limitation may consider:
    - 8.1.1 the seriousness of the reportable offence or matter sustained against the person;
    - 8.1.2 the injury sustained and effect upon the person against whom the

reportable offence has been committed; and

- 8.1.3 the prior record of reportable offences or conduct committed by the person.
- 9. Hearing on Penalty
  - 9.1 Where a matter is sustained against the person and before imposing a penalty, the Tribunal or Appeal Board shall provide a person a reasonable opportunity to be heard on the question of penalty.
- 10. No Reasons
  - 10.1 The Tribunal or Appeal Board is not obliged to give reasons for a decision made by it.
- 11. Questions of Law and Fact
  - 11.1 In the hearing and determination of a matter, the Tribunal or Appeal Board shall decide all questions of law and fact without limitation shall determine;
    - 11.1.1 the meaning of any words relevant to a reportable offence under the Laws of Australian Football; and
    - 11.1.2 the meaning of any words contained in the Rules and By-Laws.
- 12. Determination of Appeal Board Final and Binding
  - 12.1 Any determination made by the Appeal Board shall be final and binding and a person shall not be entitled to appeal any determination of the Appeal Board.
- 13. Representation
  - 13.1 At any hearing before the Tribunal or Appeal Board, a Player, Witness or Umpire may:
    - 13.1.1 represent themselves; or
    - 13.1.2 be represented by a registered official of the person's Affiliated Club/Umpires Association provided that person is not a legal practitioner.
  - 13.2 For the purposes of this clause, a legal practitioner means a person duly qualified to be admitted to practice as a barrister or solicitor of the Supreme Court of Victoria or a person with equivalent qualifications in any other State or Territory of Australia.
- 14. Validity of Hearing
  - 14.1 Where there is any procedural irregularity in the manner in which a matter has been brought before the Tribunal or Appeal Board, the Tribunal or Appeal Board may still hear and determine the matter unless it is of the opinion that the irregularity has caused or may cause injustice if the matter was heard.
  - 14.2 Subject to Regulations 3 and 9 of this Procedure, any procedure or requirement regulating the function of the Tribunal or Appeal Board is directory in nature and a decision of the Tribunal or Appeal Board is not invalid by reason of that procedure or requirement not being fulfilled.

# Appendix D - NOTICE OF APPEAL

То:	The Secretary AFL Masters Victorian Metropolitan Superules League Incorporated (the League)
I,	
Of (*player	r to complete)
OR	
I,	
Of	
	a registered official ofFootball Club to complete)
OR	
I,	
Of (*Secre	Secretary of the League to complete)
Board c	tice that I wish to appeal to the Appeal Board in respect of the decision made by the Tribunal / of Management (delete if inapplicable). I wish to appeal the decision in relation to: ability and sanction; or
ii. s	anction only
	bunal / Board of Management (delete if inapplicable) on (specified date) decided that (provide of decision):
	Enclosed with this Notice of Appeal is the sum of \$500 (as required under these By-Laws).
	I agree to be bound by the decision of the Appeal Board.
	Signed

Dated

This form must be lodged in the case of an appeal of a decision referred to in these By-Laws, no later than 12.00pm on the day after which the decision of the Tribunal or Board of Management was made.

Prior to the Appeal proceeding the Notice of Appeal must be signed by either The Appellant or the Club President of the Club Secretary on their behalf.

# Appendix E – AFLVM FEES AND PENALTIES



# AFL Masters Victorian Metropolitan Superules Football League (Inc.)

# **AFLVM Fees and Penalties**

#### LATE PAYMENT OF FEES

AFL Masters Victorian Metropolitan Football League stipulates, as part of our Terms of Agreement, that Clubs have 30 days to pay all invoices, unless otherwise stated.

- League Registration Fee; if not paid within 30 days, a late penalty fee of 10% will be added for the first month (30 days) and 20% the second month (60 days).
- If Registration Fees are still not paid after 60 days, the Club will not be awarded Premiership Points.
- If a Club has other outstanding accounts greater than 30 days, the Club will not be awarded Premiership Points.
- If a Club is late with Registration fees, greater than 60 days, and has other outstanding accounts greater than 30 days, they will not be entered into the Competition for that Season.

#### LATE MATCH DAY PAPERWORK

- \$50 if scores are not added to PlayHQ by 7:00pm the day of the game.
- \$50 if required paperwork for match is not sent by email in the required format by 5pm the Tuesday after the game.
- An additional \$100 every week the paperwork is late.
- An additional \$100 every week the paperwork is late, for a second and third offence throughout the same season.
- A fourth offence of late paperwork within the same season will see Board involvement.
- \$50 for incorrect file names. Please refer to <u>Match Day Paperwork File Names</u>.

#### LATE NOTIFICATION OF INFORMATION/DOCUMENTATION (REQUIRED YEARLY)

All documents below are to be sent to the General Manager by **1st of February each year**. Please email relevant documentation to <u>gm@aflvm.com.au</u>

- Certificate of Currency
- Club AGM details of date and time to be sent to General Manager
- Club committee contacts details of committee members are to be sent to General Manager

#### PRESIDENT/DELEGATE MEETING NON-ATTENDANCE

- 1st meeting \$100
- 2nd meeting \$500
- 3rd meeting you are in breach of the League Constitution and therefore the Board will be notified, and further action/a tribunal will take place.

#### PRESIDENT/DELEGATE AGM NON-ATTENDANCE

- Attendance to the AFLVM AGM is a requirement.
- Should any Club not send a representative, there will be a \$500 fine.

#### FORFEITURE

Please refer to the By-Laws: Section 10 – Forfeits and Non-compliance of matches (page 15-16).

#### 'AFL MASTERS' LOGO NON-COMPLIANCE

- 1st offence \$100;
- 2nd offence matter referred to Secretary (secretary@aflvm.com.au).

Breach of terms and conditions of the use of the 'AFL Masters' Logo. See Fact Sheet – 'AFL Masters' Logo Style Guide for terms and conditions. Approval for use of logo needs to be sourced from the General Manager – gm@aflvm.com.au prior to use.