

WESTERN REGION FOOTBALL LEAGUE INCORPORATED

"MULTICULTURAL FOOTBALL IN THE WEST"



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WRFL MISSION STATEMENT

The mission of the WRFL is to:

Promote, co-ordinate and administer Australian Rules football through its member clubs in the Western suburbs community for the benefit of participants, no matter what level of skill, age or cultural background.

ASSOCIATIONS INCORPORATIONS ACT 1981
SECTION 5(B)

STATEMENT OF PURPOSES

1. Name - the name of the Incorporated Association is: Western Region Football League Incorporated (hereinafter called "WRFL" or "the League").
2. The purposes for which the proposed WRFL is established are to encourage, promote, control, arrange and develop the playing of Australian Rules football by and between its affiliated members and their registered players.
3. Solely for the purpose of furthering the above mentioned purposes of the WRFL, the WRFL shall have power:
 - 3.1 To conduct an Australian Rules football competition for the participation of member clubs under the auspices of AFL Victoria.
 - 3.2 To provide and maintain premises from which the activities of the League will be conducted.
 - 3.3 To affiliate any club the WRFL may deem appropriate to affiliate.
 - 3.4 To establish and maintain uniform rules under which all affiliated clubs participate in matches under the control of the League and regulations.
 - 3.5 To become affiliated or act in conjunction with any other body having as its objects the encouragement, development, fostering and promotion or regulation of Australian Rules football.
 - 3.6 To act as an Appellate Tribunal to hear evidence and determine complaints between affiliated clubs.
 - 3.7 To make selection and be responsible for representative players or teams to participate in matches with a team or competitions of or with other bodies having as their purposes the encouragement, development, fostering, promotion or regulation of Australian Rules football.
 - 3.8 To control the selection and appointment of any representative player, official or WRFL teams.
 - 3.9 To control and discipline every umpire, player and official of any team participating in a competition organised or sanctioned by the WRFL in relation to conduct occurring before during or after the playing of the match.
 - 3.10 To enter into any commercial arrangements for the supply of goods and services to the WRFL's, affiliated clubs and other persons.
 - 3.11 To enter into arrangements with a Federal, State or local government bodies.
 - 3.12 To select, employ, remove or suspend such employees as is appropriate.
 - 3.13 To construct, improve, maintain, develop, work, manage, carry out, alter or control any houses, buildings, grounds, works or conveniences which may seem calculated directly or indirectly to advance the Association's interests, and to contribute to, subsidise or otherwise assist and take part in the construction, improvement, maintenance, development, working, management, carrying out, alternation or control thereof.
 - 3.14 To invest and deal with the money of the Association not immediately required in such manner as may from time to time be thought fit.
 - 3.15 To take, or otherwise acquire, and hold shares, debentures or other securities of any company or body corporate.

- 3.16 To lend and advance money or give credit to any person or body corporate; to guarantee and give guarantees or indemnities for the payment of money or the performance of contracts or obligations by any person or body corporate, and otherwise to assist any person or body corporate.
- 3.17 To borrow or raise money either along or jointly with any other person or legal entity in such manner as may be thought proper and whether upon fluctuating advance account or overdraft or otherwise to represent or secure any moneys and further advances borrowed or to be borrowed alone or with others as aforesaid by notes secured or unsecured, debentures or debenture stock perpetual or otherwise, or by mortgage, charge, lien or other security upon the whole or any part of the Incorporated Association's property or assets present or future and to purchase, redeem or pay-off any such securities.
- 3.18 To draw, make, accept, endorse, discount, execute and issue promissory notes, bills or exchange, bills of lading and other negotiable or transferable instruments.
- 3.19 To sell, improve, manage, develop, exchange, lease, dispose of, turn to account or otherwise deal with all or any part of the property and rights of the WRFL
- 3.20 To take or hold mortgages, liens or charges, to secure payment of the purchase price, or any unpaid balance of the purchase price, of any part of the WRFL's property of whatsoever kind sold by the Association, or any money due to the WRFL from purchasers and others.
- 3.21 To take such steps by personal or written appeals, public meetings or otherwise, as may from time to time be deemed expedient for the purpose of procuring contributions to the funds of the WRFL, in the shape of donations, annual subscriptions or otherwise.
- 3.22 To print and publish any newspapers, periodicals, books or leaflets that the WRFL may think desirable for the promotion of its objects.
- 3.23 To amalgamate with any one or more incorporated Associations having objects altogether or in part similar to those of the WRFL and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as that imposed upon the WRFL under or by virtue of the Rules.
- 3.24 To purchase or otherwise acquire and undertake all or any part of the property assets, liabilities and engagements of any one or more of the Incorporated Associations with which the WRFL is authorised to amalgamate.
- 3.25 To transfer all of any one or more of the Incorporated Associations any part of the property, assets, liabilities and engagements with which the WRFL is authorised to amalgamate.
- 3.26 To make donations for patriotic, charitable or community purposes.
- 3.27 To do all such other things as are incidental or conducive to the attainment of the objects and the exercise of the powers of the WRFL.
- 3.28 To purchase, take on lease or in exchange, hire and otherwise acquired, any lands, buildings, easements or property, real and personal, and any rights or privileges which may be requisite for the purpose of, or capable of being conveniently used in connection with, any of the objects of the Association: provided that in case of the Association shall take or hold any property which may be subject to any trusts the Association shall only deal with the same in such manner as in allowed by law having regard to such trusts.

THE CONSTITUTION OF THE WRFL

The member clubs of the WRFL establish this Constitution to govern our Incorporated Association that is established for the purposes of the promotion, encouragement, playing, welfare and management of Australian Rules football.

Article I

Section 1

All legislative powers are vested in the Committee of Management of the WRFL, which shall consist of the member clubs.

Section 2

- Clause 1: The Committee of Management will be composed of member clubs that are eligible to exercise all rights and privileges as granted by this Constitution.
- Clause 2: Each member club shall be represented by a Delegate appointed in accordance with its rules. No person shall be a Delegate of a member club while disqualified by the Appeal Board, Tribunal, Independent Hearing Committee or any other judiciary of the WRFL, or any other properly constituted body of any other Australian Rules football body, from acting in any capacity as player or official.
- Clause 3: The entitlement to number of votes exercised by a member club in the Committee of Management shall be determined according to the respective numbers of teams entered in each year.
- Clause 4: A member club shall be entitled to at least one (1) vote, but not be entitled to more than two (2) votes. A member club shall be entitled to exercise two (2) votes, if the number of teams entered and playing by that member club exceeds four.
- Clause 5: A member club shall lose all rights to participate in the business of the Committee of Management and to exercise its vote if, at any time, it is in debt to the League for annual fee payable in excess of one dollar (\$1.00). The right of a member club to all rights and to exercise its vote shall be restored immediately upon payment of outstanding annual fee to the WRFL.
- Clause 6: The Committee of Management shall have the sole power to remove any member of the Executive Board, Appeal Board, Tribunal, Independent Hearings Committee or any other inferior judiciary of the WRFL.
- Clause 7: The Committee of Management will meet not less than two (2) times in every year, and one such meeting shall be the Annual General Meeting, the date of which shall be determined by the Executive Board of the WRFL.
- Clause 8: A quorum of the member clubs for a Committee of Management meeting shall be not less than two-thirds of the member clubs eligible to exercise their right to vote.

Section 3

- Clause 1: Each meeting of the Committee of Management shall be recorded and Minutes taken. Each meeting will report the Minutes of the previous meeting. Each meeting shall be conducted in accordance with the Rules applicable.
- Clause 2: The business of each meeting shall be circulated to the members clubs by the Executive not less than 14 calendar days before the date of the Committee of Management meeting that the business pertains too.

- Clause 3: No meeting of member clubs shall be deemed a Committee of Management meeting unless first confirmed by the Executive Board of the WRFL or a petition of not less than three-quarters of the members clubs eligible to exercise a right to vote is presented to the President of the WRFL. Should such a petition be presented to the President, he/she will call a meeting not less than 7 calendar days and not more than 14 calendar days after to deal with the business arising.

Section 4

- Clause 1: No member club Delegate, once appointed as a member club Delegate, will represent any other member club in any forum of the WRFL or in any other Australian Rules football body.

Section 5

- Clause 1: The member clubs shall, at each Annual General Meeting, exercise their right to vote in the agreement or decline of the annual fees payable as submitted by the Treasurer for the next year. A majority of all votes of all member clubs voting in favour of the annual fee payable shall be regarded as having passed the proposed annual fees payable.
- Clause 2: Every rule that is presented to the Committee of Management by the Executive Board of the WRFL shall require a half plus one of all votes of all eligible and attending member clubs to vote in favour of the rule for it to be adopted into the Rules of the WRFL.
- Clause 3: Every rule that is presented to the Committee of Management by a member club, and is supported by the Executive Board of the WRFL, shall require a half plus one of all votes of all eligible and attending member clubs to vote in favour of the rule for it to be adopted into the Rules of the WRFL.
- Clause 4: Every rule that is presented to the Committee of Management by a member club, and is not supported by the Executive Board of the WRFL, shall require a two-thirds plus one of all votes of all eligible and attending member clubs to vote in favour of the rule for it to be adopted into the Rules of the WRFL.

Section 6

- Clause 1: The Committee of Management shall have powers to make rules, delegate authority by rule, determine membership of the WRFL, but not the matters in rule 15.5 which are exclusively dealt with by that rule and which concerns the playing status of clubs which are un-financial as at 31 December, to constitute judiciary inferior to the Appeal Board, Tribunal and Independent Hearings Committee, and to make all rules which are necessary and proper for carrying into execution the powers vested by this Constitution in the Executive of the WRFL or in any department or officer of the WRFL.

Section 7

- Clause 1: No member club shall, without the consent of the Committee of Management, enter into any agreement, contract or other like arrangement with any other member club that forbids the free agency of its players.
- Clause 2: No member club shall, without the consent of the Committee of Management, lay any fee on the transfer of any player as a matter of course, except what may be absolutely necessary for receiving fair and reasonable compensation for the loss of any individual player.
- Clause 3: No member club shall, without the consent of the Committee of Management, enter into any agreement, contract or other like arrangement with any other Australian Rules football League or body.

Article II

Section 1

The Executive power shall be vested in the Executive Board of the WRFL. The Executive Board shall consist of the President, the Vice-President, the Treasurer and six other members.

Section 2

- Clause 1: Each member of the Executive Board shall hold their office for a term not exceeding three (3) years from the date of election.
- Clause 2: Each member of the Executive Board shall exercise one (1) vote. The President shall only use his/her vote as casting vote when the other members of the Executive Board have voted in equal numbers.
- Clause 3: The members of the Executive Board shall be elected as follows:
- President and 2 ordinary members, every 3 years alternate to the other 2;
Vice-President and 2 ordinary members, every 3 years alternate to the other 2; and,
Treasurer and 2 ordinary members, every 3 years alternate to the other 2.
- Clause 4: A person may nominate for the position of President and the nominee who receives the most votes cast by eligible member clubs at the Annual General Meeting shall be declared President.
- Clause 5: A person may nominate for the position of Vice-President and the nominee who receives the most votes cast by eligible member clubs at the Annual General Meeting shall be declared Vice-President.
- Clause 6: A person may nominate for the position of Treasurer and the nominee who receives the most votes cast by eligible member clubs at the Annual General Meeting shall be declared Treasurer.
- Clause 7: A person may nominate for the position of Executive Board Member and the nominees who receive the most and second most votes cast by eligible member clubs at the Annual General Meeting shall be declared Executive Board members.
- Clause 8: A person who holds office with a member club of the WRFL or holds office with a club, League or Association in any other Australian Rules football body shall not be eligible to be elected as a member of the Executive Board of the WRFL.
- Clause 9: A person who holds ordinary membership with a member club of the WRFL shall not be eligible to be elected as a member of the Executive Board of the WRFL. A person who has been awarded life-membership by a member club shall be eligible to be elected as member of the Executive Board of the WRFL, provided that they cease all participation in any business or matters of management of that member club.
- Clause 10: No person shall serve as President for more than two terms. No person shall serve as a member of the Executive Board, including any term or terms as President, for more than 3 terms.
- Clause 11: In the case of vacancy arising on the Executive Board, the vacancy may be filled by consensus of the remaining Executive Board members, excluding the President, and ratified by the member clubs at the next Committee of Management to serve out the remainder of the term. Where the Executive Board is not in consensus, the President shall determine who may fill the vacancy, and have ratified by the member clubs at the next Committee of Management to serve out the remainder of the term. Where no ratification is given by the Committee of Management the vacancy shall not be filled and declared vacant until the next Annual General Meeting, where it shall be subject to nominating and vote, to serve out the remainder of the term.

- Clause 12: Where the President vacates the position prior to the expiration of his/her term, the Vice-President shall assume the duties of President and, upon ratification by the member clubs at the next Committee of Management, serve out the remainder of the President's term.
- Clause 13: The President shall receive for services an honorarium, which will neither increase nor diminish during the period for which he/she has been elected, and he/she shall not receive within that period any other payment from the WRFL.

Section 3

- Clause 1: The President shall allocate to each member of the Executive Board such portfolios as may be determined by him/her. Such portfolios, and the Executive Board member responsible, shall be made known to the member clubs not less than 30 days after the Annual General Meeting.
- Clause 2: The Executive Board shall nominate persons to either or all of the Appeal Board, Tribunal, Independent Hearing Committee and inferior judiciary of the WRFL, and these nomination shall be confirmed by two-thirds plus one of all votes of the member clubs eligible to exercise a right to vote at a properly constituted Committee of Management meeting, for appointment. From the date of appointment to either or all of the Appeal Board, Tribunal, Independent Hearings Committee and other inferior judicial body of the WRFL, a person shall be deemed to hold this office for a period of not less and not more than 5 years, unless by resignation or removal.
- Clause 3: The Executive Board of the WRFL shall have the authority to make affiliations of the WRFL to other Australian Rules football entities. Such affiliations shall be subject to confirmation by two-thirds plus one of all votes of the member clubs eligible to exercise a right to vote at the next properly constituted Committee of Management meeting.

Section 4

- Clause 1: The Executive Board of the WRFL shall prepare an Annual Report for the member clubs, to be delivered at the Annual General Meeting, which shall inform of the state of the League.
- Clause 2: The Treasurer shall provide in the Annual Report a report on the financial state of the League, giving such information as described as required by the Rules of the WRFL.
- Clause 3: The Executive Board shall have the authority to call an extraordinary meeting of the Committee of Management in circumstances where, in their opinion, the general welfare of the WRFL is unsecured.

Article III

Section 1

The judicial power of the WRFL shall, in order of precedence, be vested in the Appeal Board, the Tribunal and Independent Hearings Committee and other inferior judiciary as may be established, under rule, by the Committee of Management. The members of the Appeal Board, Tribunal, Independent Hearings Committee and other inferior judiciary, shall hold their office in good faith and shall not be subject to any procedure, except as prescribed in this Constitution.

Section 2

- Clause 1: The judicial power shall extend to all cases arising under this Constitution, the Rules of the WRFL, and affiliations made, that member clubs, players and officials of member clubs, members of member clubs, umpires, the Executive Board of the WRFL, officers of the WRFL and any other person deemed to be subject to the Constitution and Rules of the WRFL, may be party too.
- Clause 2: In all cases, the Tribunal, Independent Hearings Committee or other inferior judiciary shall have original jurisdiction and the Appeal Board shall have final appellate jurisdiction, both as to rule and fact.

- Clause 3: The hearing of all cases, except in a case of removal of a member of the Executive Board or a member of the judiciary, shall be by three judicial members and such hearings shall be held at a place and time notified to all parties not less than 24 hours before the hearing commences.

Article IV

Section 1

- Clause 1: A member of the Executive Board, Appeal Board, Tribunal, Independent Hearings Committee or any other inferior judiciary may be removed from office if found to have acted in a manner that brings disrepute and disgrace to the WRFL.
- Clause 2: Where a member of the Executive Board is alleged to have brought the WRFL into disrepute and disgrace by an act or acts of misconduct, the President (or in the case of the President, the Vice-President) shall convene a panel of three consisting of an Executive Board member, a Tribunal Member and the President of a member club, to investigate the allegations, draw conclusions and make recommendations. This panel shall report its findings to the President (or in the case of the President, the Vice-President), who will convene a Committee of Management meeting not more than 7 days after the advice of the panel.
- Clause 3: The Committee of Management will receive the report and make such decision, in accordance with the voting rights describe in the Constitution, as to whether or not to terminate the office of the Executive Board member.
- Clause 4: Where a member of the Appeal Board, Tribunal, Independent Hearings Committee or any other inferior judiciary is alleged to have brought the WRFL into disrepute and disgrace by an act or acts of misconduct, the Chairperson of the Tribunal (or in the case of the Chairperson of the Tribunal, the Deputy-Chairperson) shall convene a panel of three consisting of a Tribunal Member, an Executive Board member and the President of a member club, to investigate the allegations, draw conclusions and make recommendations. This panel shall report its findings to the Chairperson of the Tribunal (or in the case of the Chairperson of the Tribunal, the Deputy-Chairperson), who will advise the President of the WRFL to convene a Committee of Management meeting not more than 7 days after the advice of the panel.
- Clause 5: The Committee of Management will receive the report and make such decision, in accordance with the voting rights describe in the Constitution, as to whether or not to terminate the office of the Appeal Board, Tribunal or any other inferior judiciary member.
- Clause 6: A member club may be expelled as a member or have its membership suspended for defined period of time, inclusive of all rights and privileges, if found to have acted in manner that brings disrepute and disgrace to the WRFL.
- Clause 7: Where a member club is alleged to have brought the WRFL into disrepute and disgrace by an act or acts of misconduct, the Executive Board shall convene a panel of three consisting of an Executive Board member, a Tribunal member and the President of a member club, to investigate the allegations, draw conclusions and make recommendations. This panel shall report its findings to the Executive Board who will convene a Committee of Management meeting not more than 7 days after the advice of the panel.
- Clause 8: The Committee of Management will receive the report and make such decision, in accordance with the voting rights describe in the Constitution, as to whether or not to expel or have the membership suspended for defined period of time, inclusive of all rights privileges, of the member club.

Article V

Section 1

Full access and disclosure shall be given to the Executive Board of the WRFL to the public records of every member club, and the Committee of Management may by general rules prescribe the manner in which such records and proceedings are provided.

Section 2

- Clause 1: The members of each member club shall be entitled to enjoy all rights and privileges common to all member clubs.
- Clause 2: A person expelled or suspended as a member of a member club shall not be afforded membership of another member club until such time as the expulsion is withdrawn or the suspension deemed expired by the first member club.

Section 3

- Clause 1: Any club seeking admission to the WRFL shall notify their application to the Executive Board of the WRFL. The Executive Board, having ensured that the applicant seeking admission has complied with any rule prescribing preconditions for acceptance, shall refer the application to the Committee of Management, where a vote of fifty percent plus one of all the votes of all member clubs eligible to exercise a right to vote, will be sufficient to grant the applicant club membership of the WRFL. Such granting of membership can be on any condition prescribed by the Committee of Management.
- Clause 2: No club shall be formed for admission within the jurisdiction of any other club; nor any club be formed by the amalgamation of two or more clubs, or parts of clubs, without the consent of the Boards of the clubs concerned as well as of the Committee of Management.
- Clause 3: The Committee of Management shall have power to make rules in respect of the property belonging to the WRFL and nothing in this Constitution shall be construed as to prejudice any claims of the WRFL or of any member club.

Section 4

The WRFL shall protect every member club from interference from other Australian Rules football Leagues and their member clubs and interference from any other member club of the WRFL.

Article VI

Section 1

- Clause 1: Any amendment to this Constitution shall require a member club as nominator and a member club as seconder. The amendment must be circulated to all member clubs not less than 30 days prior to the next Committee of Management, where it shall be voted upon. Every amendment that is presented to the Committee of Management shall require a three quarters plus one of all votes of all eligible and attending member clubs to vote in favour of the amendment for it to be adopted into the Constitution of the WRFL.

Article VII

Section 1

- Clause 1: All debts contracted and engagements entered into, before the adoption of this Constitution, shall be as valid against the WRFL under this Constitution, as under the previous Rules and Regulations.

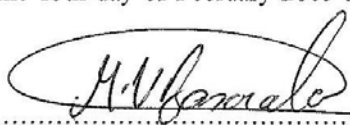
Clause 2: This Constitution, and the Rules of the WRFL, which shall be made in pursuance thereof; and all affiliations made, or which shall be made, under the authority of the WRFL, shall be the supreme law of the League, notwithstanding anything in this Constitution, the laws of Commonwealth of Australia and State of Victoria to the contrary.

Clause 3: The Delegates before mentioned, and the members clubs, and the members of the member clubs, and all Executive Board members and Judicial officers and any other person acting in any other capacity, both of the WRFL, and of the member clubs, shall be bound to support this Constitution, the Rules, and the Regulations of the WRFL.

Article VIII

The ratification of the Delegates of the Member Clubs shall be sufficient for the Establishment of this Constitution.

This is done on the 15th day of February 2005 and signed and witnessed by the Delegates here subscribed.

Albanvale.....

Albion.....

Altona.....

Altona Juniors.....

Brunswick Power.....

Braybrook.....

Caroline Springs.....

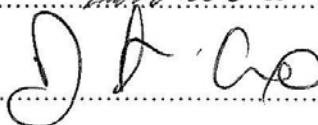
Central Altona.....

Coburg Districts.....

Deer Park.....

Flemington Juniors.....

Gladstone Park.....

Glenorden.....

Hoppers Crossing.....*[Signature]*

North Footscray.....*Reeleanne Fildridge*

North Sunshine.....*[Signature]*

Old Westbourne.....*Ivan Board*

Parkside.....*James-W. Lee*

Point Cook.....*[Signature]*

Port Melbourne Colts.....*[Signature]*

St Albans.....*[Signature]*

St Bernards.....*[Signature]*

Seddon/Yarraville Club.....*[Signature]*

Spotswood.....*[Signature]*

Sunshine Heights.....*[Signature]*

Sunshine.....*[Signature]*

Werribee Centrals.....*[Signature]* *M. BARBOR*

Werribee Juniors.....*[Signature]*

Williamstown Juniors.....*[Signature]* *DAVID COLLIER*

West Footscray.....*F. Cund*

Western Magpies.....*A. Goings*

Wyndhamvale Falcons.....*(A)*

Wyndhamvale Juniors.....*L. G. Lathness*

Yarraville.....*Mark Fendley*

Yarraville Juniors.....*(S)*

Western Region Football League Umpire's Association.....*(S)*

Western Region Football League Trainer's Association.....*Paulene Kitchin*

REGULATIONS

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REGULATIONS

1. DIVISIONS

- 1.1 Where possible, the Senior affiliated clubs shall be organised into two competitions (Division 1 and Division 2). Where this is not practical, the allocation of Senior affiliated clubs into appropriate divisions shall be determined by the Executive Committee.
- 1.2 Junior affiliated clubs shall be organised into Junior competitions at the discretion of the Executive Committee after consultation with the recommendation from the Junior Board.
- 1.3 All clubs competing at Division 1 and Division 2 levels in the WRFL shall be required to field Senior and Reserve teams in the competition.
- 1.4 Subject to regulation 1.3 and 1.5, a club shall be entitled to participate in the division in which it participated in the previous season provided that those clubs whose first 18 teams were premiers in Division 2 in the previous season shall be provided with the option of being promoted to the next highest division. Should the premier Division 2 club wish to take the option of promotion, the Senior team that finished bottom in Division 1 shall be relegated to the next lower division.
- 1.5 The Executive may otherwise promote, relegate or refuse to promote any club in the event that:
 - (a) the club cannot field a full compliment of teams for the forthcoming season;
 - (b) the playing facilities of the club are not of a sufficient standard for the division in which the team is to compete in the next season;
 - (c) there are any other circumstances which, in the opinion of the Executive, require a club to be promoted, relegated or refused promotion.

Interpretation

In these Regulations, unless the contrary intention appears:

"Senior Club" means any club admitted to the League with a team playing in an open age competition of the League.

"Junior Club" means any club admitted to the League with only teams in an under age competition of the League, but no team in an open age competition of the League.

"League Official" means any person appointed by the League to act in any official capacity and includes the Chief Executive Officer ("CEO"), Executive member, member of the Junior Board and any umpire appointed by the League.

"Financial Year" means the year ending 30th September.

"Member" means:

- A club admitted to the League, which club shall be represented by its Delegate.
- The WRFL Umpires' Association which shall be represented by its Delegate.
- The WRFL Trainers' Association which shall be represented by its Delegate.

"The Act" means the Associations Incorporation Act 1981.

"The Rules" means the rules under the Act.

"Business Hours/Working Day" refers to 9am – 5pm

2. PLAYERS

2.1 Registration

To gain registration, every player must register on the League's prescribed forms which must be lodged prior to 12noon Friday prior to the commencement of the first match in which he/she takes part. The forms must be completed **IN FULL**. If they are not they will be returned to the club. Such registration shall be confirmed when they appear on the WRFL website and Online Database. It is the club's responsibility to ensure that all players participating are registered players within the League

Any player wishing to transfer between clubs must register a clearance on the League's prescribed form (in full), enter the clearance online and submit a copy to the League office. The defending club must reply to the clearance within six (6) full working days, with day one (1) being the day it was received at the League office. If the defending club fails to reply to the clearance within that time the clearance will be automatically granted.

- (a) Notwithstanding any other rule or rules to the contrary but subject to the two year rule where two members being a Senior club and a Junior club share the same ground and facilities and are declared "Special Clubs" (a register of Special Clubs will be held at the League) [for example Altona Football Club Inc. and Altona Junior Football Club Inc.] at the beginning of the year, the Junior club shall have the right to grant a permit to play to an Under 18 player to play with the Senior club on a particular day or a particular series of days on whatever terms and conditions that Junior club wishes to impose then that player can play with that Senior club strictly in accordance with the permit without being cleared to the Senior club providing that permit is lodged at the League by no later than 2.00pm on the Wednesday prior to the game or games depending on the terms of the permit.
- (b) The Junior club under this regulation shall have the sole discretion on whether to grant the permit or not and the right to revoke the permit if the Senior club breach any other the conditions set.
- (c) If such a permit is granted then when playing under the permit the player will be regarded a member of the Senior club and the Senior club shall have the same liability for the player as it has for its own registered players.
- (d) This regulation provides for a playing permit only and is not to be deemed as a clearance or transfer and the Senior club has no right to automatically claim the player when he leaves the Junior club.

2.2 Under Age Eligibility

- (a) The eligibility of an under age competition player shall be determined by the age of the player on the first day of January of the current season. All players must be a minimum of 7 years of age as of the 1st of January of the current season to be eligible for registration. In Junior divisions subject to regulation 2.2 (b), players must not be any more than two (2) years younger than the age group he/she is playing in.

For the Under 18 division, the player must be under the age of 19 on the 1st July of the current season.

- (b) An application can be made to the Chief Executive Officer (CEO) for a player to play in a higher age group and the Chief Executive Officer (CEO) shall not give permission unless:
 - (i) the application has been made in writing by the club (signed by the President and Secretary of that club) and nominating in that application the team the player will play in;

- (ii) written permission of the player's parents or legal guardian, giving their consent to the player playing in a higher division (outside his/her age group); and
 - (iii) in the opinion of the Chief Executive Officer (CEO) (a) there is a genuine reason for the player to play in a higher age group/division and (b) the player has the necessary skill and physique to play in the higher age group.
- (c) If either the GM – Football Operations or the Executive challenge eligibility then the onus is on the club to prove to the Independent Hearing Committee ("IHC") (their decision may be appealed to the Appeal Board herein) that the player is eligible and until proved the player will be deemed not eligible.

2.3 Junior Players Registration (all under age divisions up to and including Under 18's)

- (a) No person may play in any competition match authorised or conducted by the League, unless that person has:
 - (i) lodged an application for registration on line with the League for an affiliated Junior club;
 - (ii) lodged a copy of the registration form to the League prior to 12noon Friday prior to the commencement of the first match in which he/she takes part.
- (b) The registration will be confirmed when the player appears on the WRFL website and on line database.
- (c) All clubs are to retain a copy of the WRFL player registration form and a copy of birth certificate or other evidence of birth (eg. student identification/passport). These forms and evidence must be produced to the League within 24 hours if requested by the League.
- (d) No permit to play will be dealt with prior to the first day of February in any season and clearance requirements still apply.
- (e) It is the responsibility of all club officials to carry out the above procedures. Failure to comply will result in loss of match points. The offending team will be credited with the "for" and "against" score recorded by the team that was defeated by the greatest winning margin in a game in that division of that round. The team that played the offending team shall receive the "for" and "against" score for the team that won by the greatest winning margin in a game in that division of that round. Should the greatest winning margin be the game in question, then the teams shall receive the "for" and "against" for that game. A fine of up to \$500.00 per player can also be applied by the Executive.
- (g) In season subsequent to his/her original registration a player other than Under 13, 12, 11, 10 and 9 will automatically be re-registered after his/her signature appears on a team sheet in a grade for which he/she is eligible.
- (h) Players who are registered Under 13, 12, 11, 10 and 9 are only bound to the club with whom they registered for the season for which they register. Players wishing to continue with the same club in all subsequent seasons will automatically be re-registered after signing or being included on a team sheet in a grade for which they are eligible.
- (i) Under 13, 12, 11, 10 and 9 players wishing to change to another Club:
 - (i) prior to signing or being included on a team sheet for the club for which they are registered for the season must complete an "Registration/Clearance Form" which shall allow them to be registered with their new club. A player who has completed his/her last season as an Under 13 year player must also obtain a clearance from the club which he/she is registered.

- (ii) after having signed or having been included on a team sheet during the season, a player shall only be granted a clearance during that season with the approval of the club with which he/she is registered.

2.4 *DELETED*

2.5 Female Participation

- (a) Females can play in competition within the WRFL up to and including the Under 14 division.
- (b) Females can participate in all under age competitions if they are all same sex participants.

3. UNREGISTERED OR INELIGIBLE PLAYERS

The onus of the eligibility of players shall be placed on the club concerned and in any instances of unregistered ineligible or unqualified players taking part in matches shall be referred to the Chief Executive Officer (CEO) or representative and an investigation immediately put in hand. If after due investigation, either the club or the player is found guilty, the club loses all match points from that or any other game the unregistered or ineligible player has played in and the points in question will be awarded to the opposition team. The offending team will be credited with the "for" and "against" score recorded by the team that was defeated by the greatest winning margin in a game in that division of that round. Should the greatest winning margin be the game in question, then the teams shall receive the "for" and "against" for that game. The club shall be dealt with as the Executive deems fit and a fine of up to \$1,000.00 per player can be imposed by the Executive.

4. PLAYERS PERMITS AND CLEARANCES

- 4.1 Control:** The Chief Executive Officer (CEO) shall ensure that permits of players are dealt with in accordance with the Rules of AFL Victoria or other body controlling football at State level, and this League and the applicant must appear in person, if required, and the Chief Executive Officer (CEO) shall have the power to ask for any proof required, without giving any reason therefore, and may at his/her discretion cancel or withdraw any permit. Players and officials who are registered with the WRFL or seeking registration with any Senior, Reserve and Under 18 grade team will be subject to de-registration/non-registration in accordance with the WRFL non-registration/de-registration policy.
- 4.2 Clearance Appeal (Domestic):** A player who has been refused a clearance may appeal to the League. The appeal must be lodged within seven (7) full working days of the refused clearance being received by the League. The appeal will be heard by the IHC and a player will have the right to one (1) appeal only in any given season. Upon lodgement of the appeal the club will be invoiced \$250.00. This comprises a non-refundable administrative fee of \$50.00, and deposit of \$200.00. Upon notification of such an appeal, the defending club must acknowledge their intentions to defend the appeal within two (2) full working days of the notice and will be invoiced a \$200.00 deposit. Player requiring a domestic clearance must have had one (1) refused clearance prior to lodging his/her appeal. Clubs reaching clearance agreement prior to the scheduled appeal hearing must advise the League no later than 48 hours prior to the said hearing.

Failure to comply will result in forfeiture of \$200.00 lodgement fee. Clubs reaching clearance agreement following a denied appeal may have the clearance approved by lodging with the League.
- 4.3** Either appeal or defence, which is deemed frivolous, may result in the deposit being forfeited. If either party fails to attend, their deposit will be forfeited.

- 4.4 The following players are granted an automatic clearance under these Regulations:
- (a) any player who has not played in any home and away or finals games, or WRFL organised pre-season games, for a continuous period of twenty four (24) months within this League, provided however if he/she was suspended from playing under these Regulations then the twenty four (24) month period shall not commence to run until that suspension has been completed;
 - (b) where the player is registered with a club, which does not have any team in which he/she is eligible to play, provided the player does not owe his/her club any money/property.
- 4.5 The IHC shall only hear evidence relevant to the submitted clearance/appeal forms. One (1) advocate only shall be permitted to represent player at appeal hearings.
- 4.6 No clearances will be dealt with before the first day of February or lodged after the first day of July each year. Internal clearances only, may be lodged with the approval of all parties as from the first day of October until the last day of November each year.
- 4.7 Player lodging appeal must be in attendance at the appeal.
- 4.8 **Playing of AFL or VFL or any Senior Interstate Grade First Eighteen Players:** Clubs shall be allowed to play only three (3) AFL or VFL Senior team players or any Senior Interstate Grade First Eighteen players in a team in any one (1) match. AFL or VFL Senior team players or any interstate grade player means player(s) who have played in five (5) matches or more in AFL or VFL or any Interstate Grade First Eighteen teams during the current or previous season. Players who have signed the required forms who have been selected to play AFL or VFL Senior level or Reserve level or any interstate grade club, both for that weekend's matches shall not be allowed to compete with his WRFL club during that round.

5. INELIGIBILITY OF PLAYERS

- 5.1 **Disqualified Players:** No player who has been disqualified for on field breaches or a misdemeanour in any way by the AFL, VFL or any affiliated club with AFL Victoria or other body controlling football at State level, shall be allowed to play with any club of this League until such disqualification expires or has been removed by the body which made the disqualification.
- 5.2 **Suspended Players and/or Officials:** Any club, in suspending a player or official from its ranks, shall forward to the Chief Executive Officer (CEO) or representative of the League within one (1) week of such suspension the name of the person together with particulars of the offence for which he/she was suspended and that suspension shall be deemed to be a suspension by the League and the League's records will show that suspension.
- 5.3 **Transferring to Unaffiliated Organisations:** Any player playing with or transferring to a club unaffiliated with AFL Victoria without having first been granted the necessary clearance and/or permit may incur a penalty of not less than 12 months disqualification from the date of his/her last game with such unaffiliated club.
- 5.4 Any player subject to challenge under regulation 2.2 (c) herein.

6. PLAYING OF PLAYERS CONTRACTED TO THE AFL, VFL, TAC CUP AND ANY SENIOR INTERSTATE GRADE CLUB

- 6.1 A player who is contracted to one of these bodies and is selected to play for his contracted club cannot play for his WRFL club on the same weekend (a player on the supplementary list may be excluded from this regulation upon special circumstances).

- 6.2 From Season 1996 VFL clubs will nominate a list of players or such number set by the VFL or body that administers football for the VFL prior to Round 1 of their season. These players will remain as registered players of their original club providing they are registered within the Regulations. If a player is nominated by a VFL club on their list of then he cannot play with his registered club without written permission from his VFL club.
- 6.3 All WRFL Senior players shall be deemed to participate under the terms and conditions as stated in the WRFL standard playing contract regardless of being contracted or not (see Appendix E).
- 6.4 WRFL clubs which sign up players on contracts must use the WRFL standard playing contract (see Appendix E).

7. ELIGIBILITY OF PLAYERS FOR FINALS

7.1 Eligibility of Seniors Players in Finals Games

- (a) To be eligible for Senior grade finals games, players must play a minimum of six (6) home and away games with that club. Any player who has played half the home and away games plus one (1) game during the season with teams in a higher grade, may not play in a finals game, in a lower grade, players who play in two (2) or more games in the same weekend can only count the game played in the higher grade as qualifying for finals.
- (b) Clubs who have their Senior and Reserve grade teams or their Reserves and Under 18 teams (subject to two year rule) playing in finals games on the same weekend will be allowed free interchange of players for that weekends finals games provided they do not play more than one (1) game on the same weekend (unless special circumstances arise, which must be approved by the Chief Executive Officer (CEO) or representative). This regulation can be altered by the Executive if the number of home and away games change or other circumstances arise. Any change must be circulated to clubs as soon as possible.
- (c) Subject to regulation 7.1 (b), to be eligible for Reserves grade finals games players must have played in at least two (2) Reserves grade games in that season.

7.2 Eligibility of Under Age Players in Finals Games

- (a) To be eligible for Junior grade finals games, players must play a minimum of four (4) home and away games with that club. Two (2) of these four (4) games must have been in the team he/she is wishing to represent in the finals. Any player who has played half the home and away games less any byes plus one (1) game during the season with teams in a higher grade, may not play in a finals game, in a lower grade, players who play in two (2) or more games in the same weekend can only count the game played in the higher grade as qualifying for finals. Clubs who have more than one (1) team in any division of the same age group playing in finals games on the same weekend will be allowed free interchange of players for that weekends finals games provided they do not play more than one (1) game on the same weekend (unless special circumstances arise, which must be approved by the GM - Football Operations or representative). This regulation can be altered by the Executive if the number of home and away games change or other circumstances arise. Any change must be circulated to clubs as soon as possible.
- (b) Subject to regulation 7.2 (a) herein, any registered player is eligible to play in any higher grade or subject to regulation 2.2 (a) (the "two year rule") any higher age group providing he/she has played at least four (4) home and away games for his/her club, and at least two (2) games for the team they wish to represent in the finals.
- (c) Any registered player is eligible to play in any lower grade or if eligible under regulation 2.2 (a) (the "two year rule") any lower age group subject to regulation 7.2 (a) herein.

- (d) These regulations do apply to Under 18 division, save the player must have played at least six (6) games in that division or, subject to regulation 2.2 (a) (the "two year rule"), a lower division with their own club. This includes players participating in the TAC Cup Under 18 Competition.

8. PREMIERSHIP CONDITIONS

The premierships conditions shall be prescribed by the Committee of Management at the Annual General Meeting. In Junior grades modification of Rules shall be subject to Committee of Management decision prior to the commencement of the season. Changes during the year must be three/four majority of Committee of Management. This should include decisions of playing for points, and premierships in under age competition.

9. LEAGUE COMPOSITION

- 9.1 The League shall comprise the following:

Division 1 Senior;
Division 1 Reserves;
Division 2 Senior; and
Division 2 Reserves or as per amount of Senior teams entered.
Juniors: U18, U16, U15, U14, U13, U12, U11, U10, U9 as per team nominations.

- 9.2 The number of divisions for each of the Junior grades listed above shall be decided by the number of team applications received by the GM – Football Operations at the commencement of each season.

10. COACH

- 10.1 All coaches shall lodge a coaches registration form with the GM – Football Operations or representative prior to taking his/her duties, he/she shall act and be subject to all the Rules and Regulations of the WRFL and be Australian Rules football accredited according to the League policy such coaches be given a coaching accreditation card. This card, or letter from the GM – Football Operations granting an interim right to coach must be produced to the umpires on request or on request from a League official. This person shall not be entitled to be included on the team sheet as coach or any other official if he/she is unable to produce either this card or letter from the GM – Football Operations.
- 10.2 The minimum Australian Rules football accreditation for all coaches is Level 1 as set by AFCA and the AFL from time to time and such accreditation must be current whilst any coach continues coaching.
- 10.3 For the purpose of this regulation, "duties" shall include all training and coaching activities during matches and training.
- 10.4 The GM – Football Operations has the power to grant an interim right to a person to coach who has not yet received his/her accreditation under the following circumstances only:
- (a) where that person shows they have attended a Level 1 course and is currently going through their six (6) week assessment period and in that case the interim registration is only valid until that period is taking place, if at the end the President of the club the coach is with does not sign the required certificate then that persons interim coaching registration is immediately cancelled and that person must cease immediately all and any coaching "duties";

- (b) where the person proves he/she is registered to do an approved course then an interim right to coach can be given until the person obtains accreditation after attending the course and if that person fails to attend the course (without a valid reason) then the interim right will be immediately revoked and for the purpose of any penalties that person shall be deemed to have never been eligible to coach;
- (c) on exceptional circumstances such as an accredited coach becoming unavailable during the season and is replaced by an unaccredited coach for a short period or the end of the season, this consent from the GM – Football Operations or representative will only be valid for the period it is given and can be cancelled on 24 hours notice.

10.5 Penalty for Coaching when not Registered

If a person carries out any coaching duties when not being qualified then at the discretion of the Executive the following penalties shall apply:

- (a) that person shall be disqualified from holding any coaching position for 12 months (whether subsequently accredited or not);
- (b) any match point obtained by the team that coach coached shall be forfeited for all and any matches the person acted as coach;
- (c) the club the coach is with may be fined a sum of:

First Offence :	(Seniors) up to \$250.00 (Juniors) up to \$125.00
Second Offence and subsequent offences in the same season:	(Seniors) up to \$500.00 (Juniors) up to \$250.00

10.6 The Executive will hold a hearing (with the club) before imposing any penalty and its decision is subject to appeal under rule 23.

11. TRAINERS

11.1 Clubs are permitted to appoint trainers from time to time and they shall act in accordance with the Rules and Regulations of the WRFL. No trainer shall be permitted to enter the playing arena except for the purpose of attending injured players, officials or umpires or delivering drinks to players or umpires and at no time shall more than four (4) trainers (inclusive of water persons) from any team be permitted on to the playing arena during home and away games and finals. All trainers must:

- (a) wear white pants;
- (b) wear a white top or club top;
- (c) be over 16 years of age (inclusive of water persons);
- (d) be accredited to a minimum Sports First Aider standard or higher (Sports Medicine Accreditation); and
- (e) be registered with the WRFL in accordance with regulation 5.

If not accredited he/she can only act as a water person. Only accredited trainers shall sign the team sheet as trainers and shall act and be subject to all Rules and Regulations of the WRFL but cannot be ordered off.

11.2 Register of Accredited Trainers

Information required:

- (a) club name;
- (b) trainers name and ID;
- (c) address;
- (d) phone number;
- (e) qualifications and year valid to; and
- (f) years of experience.

All affiliated clubs of the WRFL must have a representative in attendance at all WRFL Trainers' Association meetings. Fine for non attendance will be \$50 per meeting.

11.3 The WRFL is governed by the Laws of Australian Football Infectious Diseases policy.

Blood Rule: (Summary sense only)

- (a) Upon a player being noticed by an umpire with blood on him, the umpire must stop the game by blowing his/her whistle and cross his/her arms above his/her head to indicate that the player concerned must leave the ground to be attended to. This applies to a player with blood on him/her or his/hers uniform, whether it is his/her blood or not. The player concerned shall be directed to leave the ground through the coaches' box.
- (b) A trainer may remove any player bleeding profusely at any part of the ground for treatment, and that player must be replaced from the coaches' bench and if the player removed is to return to the ground, he/she must go through the coaches' bench.
- (c) The game shall not be restarted until a replacement player takes up a position in the region of where the other player was, and the other player is completely off the ground. The replacement player can come onto the ground before the other player is off the ground.
- (d) Should umpires have blood on themselves or their uniform, they must leave the ground to be attended to as provided for.
- (e) The attention required is for any bleeding to be stopped and/or any visible on his/her person or uniform is completely cleaned up and the uniform must be replaced or washed.
- (f) This regulation applies to all persons, players, runners, water persons, umpires, trainers and any other person entitled to be on the ground during game times.
- (g) Refer to law 22 Laws of Australian Football, clubs are liable for compliance, and breach of law 22.6 will be dealt with by Executive.

11.4 Reporting of Trainers

Any accredited trainer may be reported but not sent from the ground.

11.5 Accreditation of Trainers

- (a) Each home team shall have a minimum of one (1) accredited trainer at each game, if there is no such accredited trainer present at the game, the game shall not be played, unless the away team has an accredited trainer present. If the game is not played, the game shall be deemed to have been forfeited by the home team.
- (b) ALL teams participating in ALL finals games, shall supply a minimum of one (1) accredited trainer. If a club fails to supply one (1) accredited trainer included in the team sheet then and in that case that club shall forfeit that final.

12. WATER PERSON

- 12.1 Clubs are entitled to field a maximum of four (4) persons to deliver water inclusive of trainers.
- 12.2 Water person is required to sign team sheet and be permitted to enter the playing arena provided he/she is wearing the official League identification uniform. If either team sheet not signed and/or uniform not worn they are to be ordered off the ground by the umpire.
- 12.3 Division 1 and 2 Senior and Reserve water persons must have a number clearly displayed on the back of their green shirt (same as players), if not they shall be ordered off the ground and that number is to be written into the team sheet.
- 12.4 Water Persons are subject to regulation 45 (the "order off rule").

13. OFFICIAL RUNNER

Clubs may nominate one (1) runner for a team in any match in which it is playing. The official runner shall sign his/her clubs team sheet and be permitted to enter the playing arena provided he/she is wearing an official orange top (WRFL approved), carry out his/her duties as defined by the Laws of Australian Football and shall act and be subject to all Rules and Regulations of the WRFL and the direction of all umpires. The minimum age for a runner in Junior competitions is sixteen (16) years. The minimum age for a runner in Senior competitions is eighteen (18) years of age. Failure to wear the official orange top will result in a \$20.00 fine and the runner can be ordered from the field.

14. MODIFIED RULES

14.1 Under 9 and Under 10 Modified Rules

Under 9 and Under 10 age group Juniors shall be conducted in accordance with modified rules.

Playing Ground: Normal size or of a size reduced down to a minimum of half an existing ground. Clubs must notify opposition clubs by the Thursday before the game should they be playing on a reduced sized ground.

Football: The use of all-weather synthetic balls of regulation size is to be used for all games, inflated to the manufacturer's specifications and is to have all official League markings.

Team: 18 per side. Interchange any time, any number of reserves. Players to be rotated every quarter ie. centre, backs, forwards. Excess players should be given to opposition team if they are short.

Playing Time: Four (4) quarters, 15 minutes duration. Every player shall be given half a game.

Start of Play: Game to be started by a ball up between rucks. Player must not grab ball at ball up. It must be knocked, palmed or punched. This applies to centre throw ups only.

Scrimmage: Ball up between two (2) players of equal height.

Out of Bounds: When out of bounds from a kick a free kick shall be awarded to nearest opponent. If in doubt to which team kicked it out, a ball up will take place five (5) metres in from boundary.

Tackling: Players can hold an opponent with their hands knock the ball from their hands, push the player in his/her side. However deliberate slinging to the ground is not allowed.

Bumping: A restrained bump is permitted. He/she is not allowed to continue running with the ball. Deliberate hard bumps will be penalised.

Shepherding: A player is allowed to block only an opponent not in possession of the ball.

Mark: Over any distance.

Bouncing the Ball: May bounce the ball only once then must dispose of it.

Kicking off the Ground: Not permitted if deliberate.

Order off Rule: As per WRFL other grades.

Staying in Position: Players must stay in their positions. It will be up to the umpires discretion to stop play and demand players return to their positions.

Spirit of Game: At the end of the game both teams are to gather in the centre and shake each other by the hand.

Game:

- No premiership points to be awarded.
- No publication of ladders.
- No WRFL awards to be made to individual Players.
- No final series to be played.
- No scores kept.
- No scoreboard to operate.

Tribunals: No system to operate (see regulation 39.3 herein).

Coach on Ground: Will only be permitted. However if he/she queries any decision of the umpire he/she will be ordered from the field. WRFL order off rule to apply.

Players Contradicting the Umpires Decision: Will be immediately ordered from the field as per WRFL order off rule.

Umpires: If umpires cannot be supplied by Umpires Association, it is expected that both sides provide an umpire.

14.2 Under 11 and Under 12 Modified Rules

Kicking off the Ground: Not permitted if deliberate.

15. MATCH WARM UPS AND RUN THROUGHS

- 15.1** This regulation applies to all official matches in the WRFL.
- 15.2** The two (2) competing teams must do their pre-game and halftime warm ups in separate halves of the ground, with the home team using half of the ground nearest the clubrooms, with the opposition club using the other end of the ground furthestmost from the home teams clubrooms. Any breach of this regulation will be deemed to be conduct unbecoming and reported to the Tribunal.
- 15.3** Any team or player runs through an opposition club huddle, warm up area or when running around the ground or leaving the ground, then the offending team shall be reported for conduct unbecoming and if it was an individual player, that player will also be separately reported as well as his/her team and dealt with by the Tribunal.
- 15.4** Where ground being used has only one (1) entry/exit then both teams, at halftime and at the end of the game, the teams are to form a separate huddle and (subject to regulation 15.2), the away team will leave the ground first, and then the home team. If either team unduly waste time so forming the huddle and/or leaving the ground, that team shall be fined one hundred dollars (\$100.00).

16. TIMES OF MATCHES

All premiership matches shall commence at times directed by the Executive prior to the commencement of the season or as directed by the Chief Executive Officer (CEO) during the season. Any club not ready to start at that time will be fined \$10.00 and if exceeded by five (5) minutes or more will be fined \$30.00. Should any club not be ready to start within 20 minutes of the appointed starting time, the opposing captain may claim the match on forfeit. The field umpire shall apply the correct time to the timekeepers or any other responsible official of each competing club, not later than 15 minutes before the appointed starting time on the day of the match. The duration of competition matches shall be as follows.

Wherever appearing in these Regulations "time on" shall be in accordance with law 10.5 (Stopping and Recommencing Time) of the Laws of Australian Football and/or as amended from time to time (the current time on rule is as follows). Subject to any alteration by the AFL, the time on rule currently is:

Stopping and Recommencing Time.

Stopping time: The timekeepers shall stop the clock which is used for the timing of the match when:

- (a) directed to do so by a field umpire in accordance with law 10.5.3 signalling;
- (b) the goal umpire signals that a goal has been scored; or
- (c) the goal umpire signals that a behind has been scored; or

- (d) the boundary umpire signals that the football is out of bounds or out of bounds on the full.

Re-commencing time: The timekeepers shall recommence the clock used for timing of the match when:

- (a) directed to do so by the field umpire in accordance with law 10.5.3;
- (b) the football is bounced (or thrown up) in the centre square after a goal has been scored;
- (c) the football is brought back into play after a behind has been scored;
- (d) the football is thrown back into play by the boundary umpire or brought back into play by a player; (as the case may be), after it had gone out of bounds or out of bounds on the full; or
- (e) the football is obviously in play.

Signalling

A field umpire shall signal to the timekeeper to stop the clock or restart the clock used for the timing of the match by blowing a whistle and raising one (1) arm above his/her head.

Domestic Provisions

A controlling body may prescribe that law 10.5.1 (d) does not apply for matches organised and conducted by the controlling body. The following are for home and away matches (subject to any start time changes):

Division 1 Seniors	2.15pm	20 minutes for each quarter with time on added.
Division 1 Reserves	12noon	22 minutes for each quarter with no time on added. However clock stops while stretcher on ground.
Division 2 Seniors	2.15pm	20 minutes for each quarter with time on added.
Division 2 Reserves	12noon	22 minutes for each quarter with no time on added. However clock stops while stretcher on ground.
Division 3 Seniors	2.00pm	20 minutes for each quarter with time on added.
Division 3 Reserves	12noon	20 minutes for each quarter with no time on added. However clock stops while stretcher on ground.
Under 18	9.45am	22 minutes for each quarter with no time on added. However clock stops while stretcher on ground.
Under 16	2.05pm	22 minutes for each quarter with no time on added. However clock stops while stretcher on ground.
Under 15	2.05pm	22 minutes for each quarter with no time on added. However clock stops while stretcher on ground.
Under 14	10.20am	20 minutes for each quarter with no time on added. However clock stops while stretcher on ground.
Under 13	10.20am	20 minutes for each quarter with no time on added. However clock stops while stretcher on ground.
Under 12	12.20pm	17 minutes for each quarter with no time on added. However clock stops while stretcher on ground.
Under 11	12.20am	17 minutes for each quarter with no time on added. However clock stops while stretcher on ground.
Under 10	8.50am	As per modified rules.
Under 9	8.50am	As per modified rules.

* Unless otherwise directed by the Executive Under 9 and Under 10 divisions play 15 minutes quarters with no time on.

The following are for finals matches (subject to any time start changes):

Division 1 Senior	2.15pm	20 minutes for each quarter with time on added.
Division 1 Reserves	11.50am	17 minutes for each quarter with time on added.
Division 2 Senior	2.15pm	20 minutes for each quarter with time on added.
Division 2 Reserves	11.50am	17 minutes for each quarter with time on added.
Division 3 Senior	2.00pm	20 minutes for each quarter with time on added.
Division 3 Reserves	11.50am	17 minutes for each quarter with time on added.
Under 18	9.30am	17 minutes for each quarter with time on added.

Under 16	2.05pm	17 minutes for each quarter with time on added.
Under 15	2.05pm	17 minutes for each quarter with time on added.
Under 14	12.05pm	15 minutes for each quarter with time on added.
Under 13	12.05pm	15 minutes for each quarter with time on added.
Under 12	10.20am	14 minutes for each quarter with time on added.
Under 11	10.20am	14 minutes for each quarter with time on added.

The interval period for Division 1 Seniors, Division 2 Seniors, quarter time **five (5)** minutes, half time 15 minutes, three quarter time seven (7) minutes. All other Senior grade interval periods shall be quarter time **four (4)** minutes, half time 15 minutes, three quarter time six (6) minutes. For grades Under 14, 13, 12 and 11 the interval period shall be quarter time three (3) minutes, half time 10 minutes and three quarter time five (5) minutes. For grades Under 18, 16 and 15 intervals shall be five (5), ten (10) and five (5) minutes respectively. The Under 9 and 10 grade intervals shall be three (3), seven (7) and three (3) minutes respectively. Under 9 and 10 games must finish by 10.15 am, failure to so finish will be a fine of \$50.00 each team.

Should the third quarter of a Reserves game not commence by 1.10pm, the remaining time before 2.00pm is to be determined, subtracted by six (6) minutes (three quarter time) and divided by two (2). This figure shall be the length of the remaining two quarters.

17. TIMEKEEPERS

17.1 Each club must supply a timekeeper who shall sign the official time card and who shall carry out the duties in the presence of the timekeeper of the opposing club during the course of the match. The two competing teams in any final series match are to provide a competent timekeeper. The Chief Executive Officer (CEO) or WRFL Match Manager on request of either competing club may appoint a neutral timekeeper, or if they consider any club timekeeper incompetent or unsuitable to replace him/her at anytime with neutral timekeeper.

In the case of the two (2) clocks differing then half the variation will signify the actual time to ring the bell/siren, in all grades, club shall provide their timekeeper with an approved stop clock. A fine of \$50.00 shall be imposed for non-compliance.

17.2 That a weatherproof area be provided for timekeepers:

- (a) if this area be in a place with no elevated facility for timekeepers that an area with a 180° view be provided such area to exclude all persons bar those keeping time;
- (b) in the event of timekeepers vision being obstructed as would impede them seeing the umpires giving time on that the umpires be informed and the game stopped until such vision of the game is restored; and
- (c) seating be provided for timekeepers.

18. DEFAULTING CLUBS OR MATCHES NOT COMPLETED

In the event of a club failing to play or complete a match as listed in the League's official fixtures:

18.1 Any match not completed shall be referred to the Chief Executive Officer (CEO) and the Chief Executive Officer (CEO) will either forward charges direct to the IHC or refer the matter to the Investigation Officer.

18.2 In the event of a match not being completed, and the matter being forwarded to the Investigation Officer, the Investigations Officer shall investigate the matter and shall recommend the match result, and any fines applicable to the Executive.

- 18.3** Subject to regulation 18.4 herein any team forfeiting a match **must**, as soon as possible, notify the opposing team that they are forfeiting the game. The forfeiting team shall pay all cost involved with umpires, unless that team has notified the League by close of business on the Tuesday before the match. The forfeiting team shall pay a fine of \$100.00. Where the forfeiting team is the away team and forfeits after the close of business on the Tuesday before the match, that fine shall be paid to the home team as compensation for loss of canteen and the home team shall have no other claim on the League. The team who should have played against the forfeiting team shall be awarded the four (4) match points for that game. This team will be credited with the "for" and "against" score recorded by the team that recorded the greatest winning margin in a game in that division of that round. The offending team will receive the "for" and "against" for the team defeated by the greatest margin in a game in that division of that round.

Percentage and match points are only awarded if the team forfeited against lodges a duly completed team sheet signed by all players and officials at the League office by 6.00pm on the Sunday following the forfeiture.

- 18.4** Where any club has more than one (1) team in a division it must forfeit the team in the lower grade first (ie. Reserves before Seniors, Under 16B/C before Under 16A and so on). If a higher team is forfeited before the lower team(s) then the club will lose any points and percentage earned for that game played by the lower teams and fined a sum of up to \$500.00 after a hearing by the Executive who may decide no deliberate intention to forfeit existed contrary to the intention that clubs are required to field their best team wherever possible in which case no penalty shall be imposed.
- 18.5** Any club who has been involved in an incomplete match may be liable to pay an amount not exceeding \$500 (amount of which shall be at the sole discretion of the Chief Executive Officer (CEO)) for the investigation which may be refunded pending the outcome of the IHC Hearing. If the Chief Executive Officer (CEO) determines that any amount is payable by a club in the circumstances set in this clause, the amount will be invoiced to the club.

19. 50 METRE RULE

In all WRFL Senior matches, including Under 18 and Under 16, the 50 metre rule will apply. All under age (Under 9-15) the 15 metre rule will apply.

20. GOAL AND BOUNDARY UMPIRES

For all home and away matches each club (unless provided by the League) shall provide a boundary umpire who shall be correctly dressed in a white shirt and shorts and a goal umpire who shall at all times during the match wear a white coat. Goal umpire flags must also be available.

In the event of a club not providing these officials a fine of \$50.00 in each case will be inflicted and if either is not correctly attired the fine will be \$30.00. The names of club goal and club boundary umpires must appear on the official team sheet of the club with his/her signature.

Goal umpires must be sixteen (16) years of age. Boundary umpires must be at least fourteen (14) years of age for Senior matches, and for Junior matches old enough to competently throw the ball back in to play and to keep up with play.

21. INCOMPETENT GOAL AND BOUNDARY UMPIRES

If either captain considers a club goal or club boundary umpire incompetent he/she shall be at liberty to request the field umpire to ask for the official to be replaced. If the umpire considers the request justified or at the time himself/herself considers a club goal or club boundary umpire incompetent, he/she shall ask for that official to be replaced and his/her request to the club concerned shall be granted. This regulation shall apply to home and away matches only.

22. VETO OF CLUB GOAL AND BOUNDARY UMPIRES DECISION

In all home and away matches the field umpire, if he/she considers a club goal or boundary umpire has given an incorrect or unfair decision he/she shall have the power to veto such decisions and the field umpires decision shall stand.

23. GOAL AND BOUNDARY UMPIRES FOR FINALS

Goal and boundary umpires for finals series matches shall be selected from the League's panel of umpires and from applications received from accredited officials of affiliated clubs. In the event of sufficient applications not being received or Umpires Board considering that these officials are unsatisfactory the appointment of other officials will be made from other persons. All appointees shall have the power to report players in line with these Regulations and the Laws of Australian Football.

24. OFFICIAL RELINQUISHING DUTIES

In the event of a club boundary umpire, goal umpire, or club timekeeper relinquishing his/her duties during the process of a match, the club on whose behalf such official is acting shall immediately notify the field umpire and appoint another person to act in his/her stead and shall be responsible for the signing of the official team sheet by the duly appointed official.

25. GOAL AND BEHIND POSTS, BELL OR SIREN AND FLAG

The club on whose ground the match is being played, shall provide goal posts (not less than five (5) metres) behind posts (not less than 2.5 metres high) to be firmly set in suitable fixtures to the field umpires satisfaction, it shall also provide a suitable bell or siren for the use of the timekeeper. Each club shall provide flags for the use of the goal umpire. Penalty for unsatisfactory bell/siren of \$30.00. All goal and behind posts must be covered with a protective covering of sufficient height and thickness as per the Laws of Australian Football guidelines to ensure the safety of players. Penalty for not adhering to this is \$50.00.

26. EMERGENCY VEHICLE ACCESS

The home club on whose ground the game is being played must provide emergency vehicle access to the playing ovals and that access must be kept clear at all times (if locked they must have a key). A fine of \$100.00 shall be imposed if this regulation is not adhered to. The home club must ensure that a safe stretcher is in clear site of every playing arena and available for the use of both clubs at all times. A fine of \$100.00 shall be imposed if this regulation is not adhered to.

27. BALLS

Two (2) balls approved by the field umpire must be provided by the home club of each match (except final series matches, when one (1) new ball shall be provided by each team). At least one (1) new ball shall be supplied for all Senior games during the season and finals. For Division 1 Seniors a new ball must be used to commence each game. Ball pressure shall comply with manufacturers specifications. A fine of \$25.00 shall be imposed for an unsatisfactory ball.

When both balls provided by the home club have become unfit for play during the progress of the match, and no other satisfactory ball is available, they shall be impounded by the field umpire. The match shall be abandoned and referred to the Executive by the field umpire.

The Executive will decide whether the match is to be replayed or not or determine the result and allocation of points and percentage. Approved WRFL footballs only to be used during competitive games and finals.

28. GROUND MARKINGS

The home club shall ensure that the boundary lines, goal and kick off lines and centre ring (not less than three (3) metres in diameter), a centre square and a 50 metre line are clearly defined by a white line not less than two (2) inches in width unless otherwise permitted by the Executive. Failure to provide these ground markings will render the club liable for a fine of \$20.00.

- 28.1 Where grounds are fully or partially fenced (which includes either rockery embankment or any other form of permanent fixtures) the boundary line must be four (4) metres away from such fixture starting 10 metres from the point posts. In breach of this regulation the club will firstly be fined a sum of \$100.00, second breach (in the same season) it will forfeit the match.

29. **TEAM SHEETS**

A list of players of each team in alphabetical order (including players christian names) with their numbers, shown on official team sheet provided by the League, shall be handed to the field umpire before the commencement of the match. Additional players (to complete the teams *permitted* number) may take their place in the team at any time before the *start of the final quarter*, provided that the umpire is advised *by the runner by giving to the umpire at a break in play a completed approved "Late Arrival Form"* and the names and signatures of such players be added *to the team list* immediately after the conclusion of either the first half, or the final quarter. Players, if requested to do so must sign the team sheets in the presence of officials of the opposing team and must submit their signatures to any Executive member of the League if requested to do so. Failure to comply with the above Regulations will render the club liable to a fine of up to \$1,000.00 and loss of match points. Percentage shall be dealt with as per that of an ineligible player (regulation 3) should a club be found guilty of any breach.

In the event of a club forfeiting an engagement, the opposing team must submit an official team sheet of its players for the match to the umpire(s) (if available) of the League before the starting time of the match in question should have been played or if no League umpire to the League before 6.00pm on the Sunday following the forfeiture. Team numbers must not be duplicated in a clubs Senior and Reserve team.

30. **RESULT OF MATCHES**

- 30.1 The timekeeper and goal umpires shall in conjunction with each other at end of each quarter and at the conclusion of the match, when all four (4) officials shall check them together and if there is a dispute then the goal umpires scores be final and the club can refer the matter to the GM – Football Operations.
- 30.2 Any dispute as to correctness of scores shall be referred to the GM – Football Operations for decision.
- 30.3 The home club shall be responsible for entering the results online at the conclusion of each match by 6.00pm as directed by the Executive each season and clubs failing to comply shall be fined \$30.00.
- 30.4 Clubs with Senior Grade teams may be required to forward scores on match days in the way of short message service "SMS" to a designated WRFL representative. Failure to comply will result in a fine of \$10.00 for each indiscretion.

31. **CLUB MATCH REPORTS**

It shall be the duty of the administrator of each club to forward any official report on umpire form to reach the GM – Football Operations of the League by 12pm on the Wednesday following the match. Failure to comply with this regulation in any particular way will render the club liable to a fine of \$30.00.

32. **UMPIRES APPOINTMENT DUTIES**

- 32.1 **Field Umpires:** In all matches under the control of the League the field umpire shall be appointed by the WRFL Umpiring Department. It shall be the duty of the field umpire to see that the competition Rules, Regulations and match conditions of the League are carried out and to report all instances wherein a club has neglected to make proper arrangements. It shall be in his/her power to reject any ball which in his/her opinion is unfit for play. Field umpires shall advise the team manager at conclusion of match of their intention to report fineable offences and the nature of same. The result of all matches and any comments thereon, on the official form provided by the League together with team sheets and score cards must be forwarded by the field umpire or their nominee so as to reach the GM – Football Operations of the League by 6.00pm Sunday following the match.

- 32.2 **Boundary and Goal Umpires:** Prior to the commencement of the season, the Executive may decide that independent League boundary and/or independent goal umpires shall be appointed by the WRFL Umpiring Department to officiate for the home and away series for all grades where possible and carry out respective duties as set down in the Laws of Australian Football. The umpires selected on the panel for the boundary and goal umpiring will be required to attend classes as the Umpire's Adviser considers necessary.

33. **LEAGUE UMPIRES TRAVELLING WITH CLUBS**

No League umpire shall travel to and from a match with any person, persons connected with the participating clubs, unless granted permission to do so by the Umpires Board.

34. **CLUB FIELD UMPIRES**

- 34.1 Each club must have a person to act as a club umpire, subject to regulation 20 and in the event that a League umpire is not appointed or available or does not turn up, then each competing team shall have that person umpire, if in attendance.
- 34.2 The club umpire must be sixteen (16) years or older and have attended an accreditation course conducted by the Umpires Adviser. After the course he/she is to be registered with the WRFL as a club umpire and accredited to umpire matches when required.
- 34.3 The club umpire(s) must:
- (a) wear white top and shorts with no club or League logo and must be equipped with a whistle and note book (supplied by his/her club);
 - (b) must record their name on their club's team sheet, sign the team sheet and also list their accreditation number. If there is any breach there will be a fine of \$30.00.
- 34.4 In the event of a League umpire or accredited club umpire not being available, the captain of each team shall appoint, by mutual agreement, some other person to officiate, and he/she shall carry out all duties of the umpire appointed. The result of the match shall be officially recognised by the League providing a letter is received from each club confirming the appointment of the person who officiated. In the event of the captains of each side not reaching a mutual agreement on the person to officiate, no play shall take place, and the match shall be referred to the Executive, who shall decide the date and place it shall be played, or whether the premiership points shall be divided.
- 34.5 The clubs shall be responsible for any payment to club or accredited umpires and in any situation where one club does not have an accredited umpire officiating, shall pay half any fee the umpire agreed to or half the WRFL Umpire Payment Schedule for the appropriate grade.

35. **DELETED**

Duplicated rule 20.

36. **DELETED**

Duplicated rule 20.

37. **DELETED**

Duplicated rule 22.

38. **UNIFORMS FOR LEAGUE UMPIRES**

All League umpires shall appear in regulation uniform and shall be on the field five (5) minutes before the appointed time of starting of the match. Should he/she be late he/she may be fined \$30.00 and shall umpire the match only with the consent of both captains.

39. REPORTABLE OFFENCES

39.1 Definition

A reportable offence includes but is not limited to:

- (a) reportable offences identified in the Rules and Regulations of the WRFL;
- (b) reportable offences identified in Laws of Australian Football; and
- (c) any offence under any of the above regulations as amended from time to time including without limitation a breach of the WRFL Anti-Doping rules or a breach of the WRFL Racial and Religious Vilification rule.

Deemed Misconduct

Where it is alleged that a person has engaged in an activity constituting misconduct, a finding by the League, Tribunal, IHC or Appeal Board that activity has in fact occurred, shall be deemed misconduct.

39.2 Reporting of Players and/or Match Officials

Where a person is involved in an incident which may constitute a reportable offence, all umpires appointed by the WRFL or deemed under these regulations shall report that person with such reportable offence, subject to these regulations and the person is referred to the Tribunal for hearing and determination by the Tribunal. Where any person involved in an incident which may constitute a reportable offence cannot be identified but can be shown to be with a club, the club can be reported. If the umpire reports during a match, subject to these regulations the person reported shall be informed of the report at the first practicable time during the match.

- (a) All umpires appointed by the WRFL shall be provided by the League with an approved form (or if not available, paper of any description may be used) on which particulars of any charge or charges he/she may make against players or match officials shall be shown.
- (b) Such form shall be filled in quadruplicate and shall be signed by the umpire making the charge(s).
- (c) The field umpire, at the termination of the match, shall hand one (1) copy of each form containing the charge to an official of each club. Players agreeing to take an automatic suspension shall follow the procedure that has been shown in regulation 39.2 (i) herein.
- (d) The original form containing the charges laid shall be lodged by the field umpire with the GM - Football Operations or representative of the League by 6.00pm on the Sunday of the same weekend of the match. If the report has not been passed to the GM - Football Operations by this time, the charge shall lapse and not be heard, unless a report is made after this time (an umpire may report a player or official up to midnight on the day of the game) and then and in that case by 12noon on the Monday following the match.
- (e) Each club shall be responsible for the attendance of an official at the door of the umpires room at the termination of the match for a period of thirty (30) minutes (or such longer time that may be reasonable if multiple reports are involved, or such longer time when the umpires safety may be a risk), and in the event of non attendance the club in default shall be fined up to \$100.00.
- (f) The umpire making charge(s) the offending player or official and player or persons offended against, whose name or names appear on the charges sheet, shall at all times attend the meeting of the Tribunal at which the charge made by the umpire shall be heard.

- (g) All cases reported to the Tribunal will be heard at 6.00pm or as directed by the League the Tuesday following the match. All parties must be present at the time, and no summons to attend will be especially forwarded by the Chief Executive Officer (CEO) of the League.

In the event of any party not being in attendance at the Tribunal by 6.00pm, it will be the sole prerogative of the Tribunal to deal with or defer the hearing as they deem fit. Any alteration to these arrangements will be officially conveyed to all parties in sufficient time to permit them to be present at the time and place to be indicated in the amending notice.

- (h) Umpires may direct on his/her report charge(s) for the attendance of any player in a match to appear at the meeting of the Tribunal as a witness and if not in attendance such player may be dealt with as the Tribunal deems fit.
- (i) **Procedure for automatic suspension:** The club Delegate, when receiving the **ALL CLEAR** from the umpires, should be advised that their player has been reported and if the player has been offered a set penalty as provided for herein:
- (i) the reporting official may, at their sole discretion, offer the prescribed set penalty for the following offences:

OFFENCE	SET PENALTY
Disputing a decision of an umpire;	1 match
Use of an obscene gesture;	1 match
Intentionally, recklessly or negligently tripping or attempting to trip, another person whether by hand, foot, arm or leg;	1 match
Engaging in time wasting;	1 match
Intentionally, recklessly or negligently throwing or pushing another player after that player has taken a mark, disposed of the football or after the football is otherwise out of play;	1 match
Intentionally, recklessly or negligently engaging in rough play against an opponent which in the circumstances is unreasonable;	1 match
Attempting to strike another person;	1 match
Wrestling another person;	1 match
Using abusive, insulting, threatening or obscene language;	1 match
Failing to leave the playing surface when directed to do so by the field umpire;	1 match
Wearing boots, jewellery or equipment prohibited under law 9 of the Laws of Australian Football	1 match
Using language or behaving in a manner that is abusive, insulting, threatening or obscene towards or in relation to an umpire;	2 matches
Intentionally, recklessly or negligently striking another person;	2 matches
Intentionally, recklessly or negligently charging another person;	2 matches
Any act of misconduct (details to be provided);	2 matches

- (ii) if the player has been offered a set penalty, the club Delegate must confer with the reported player to ascertain the players willingness to accept the set penalty, and report back to the umpires with the players decision within 20 minutes of receiving notification of the report;
- (iii) set penalty provisions do not apply to:
- any club official reported; or
 - any player that has already taken a set penalty in the same season (a player is entitled to accept one (1) set penalty in each and every season he/she plays in).

- (iv) if the League records show the player was not eligible to receive the set penalty, but accepted a set penalty which was offered, then and in that case the GM – Football Operations shall refer the offence to the Tribunal for hearing in accordance with these regulations;
- (v) if the set penalty was given by the umpire as a result of the player or the club Delegate advising the umpire that the player had not already taken a set penalty in the same season the player shall receive a two match suspension and the offence will be handled under regulation 39.2 (i) (vi) herein;
- (vi) any player reported who is:
 - not offered a set penalty;
 - or, chooses not to accept the set penalty offered;
 - or, is reported for any of the following offences:
 - intentionally, recklessly or negligently making contact with or striking an umpire;
 - attempting to make contact with or strike an umpire;
 - intentionally, recklessly or negligently spitting at or on another person;
 - intentionally, recklessly or negligently kicking or attempting to kick another person.

must attend the Independent Tribunal for the charges to be heard.

- (vii) a player or official found guilty of intentionally striking or making serious contact with the umpire will receive a – life suspension. (NB: Life means 20 years with the right of appeal only against finding of guilt (not severity of penalty)). The Tribunal may find the player guilty under rule 39.2 (i) (viii) if on the facts it appears the contact was not intentional but reckless or negligent or only attempted to make contact with or strike the umpire;
- (viii) a player or official found guilty of recklessly making contact with an umpire, or, attempting to make contact or strike an umpire, will receive a minimum 12 month suspension, with the right of appeal only against finding of guilt (not severity of penalty);
- (ix) a player or official found guilty of negligently making contact with an umpire, will be suspended with the term of suspension to be determined by the Tribunal, with the right of appeal only against finding of guilt (not severity of penalty);
- (x) any club official that is found guilty of striking or attempting to strike a player or official, misconduct in that they actively engaged in melee, or any other relevant act shall receive a minimum 12 month suspension from any official capacity, with the right of appeal against finding of guilt (not severity of sentence).

(j) Junior Players attending Tribunal or IHC

All Junior players attending the Tribunal or IHC as a reported player or as a witness is required to produce his/her Identification Card as proof of his/her identity. If not produced the reported player's hearing will be adjourned to a date determined by the Tribunal and the player will not be entitled to play until his/her report has been heard. If a witness fails to produce card the Tribunal will determine any penalty and also determine whether the report will proceed or not or be adjourned, if adjourned the player may play.

- (k) Senior Team Player or Official from one WRFL Club Coaching a Junior Team from another WRFL Club

Where a Senior team player or official from one WRFL club coaches a Junior team from another WRFL club and incurs a Tribunal or IHC penalty, at either club, he will serve that penalty both as a player and a coach simultaneously.

- (l) Suspended Players

A player who is suspended in any grade for any number of matches, shall be suspended for the number of rounds in which that team he/she was reported in plays. Any suspension carrying over from one season to the next shall be served in the grade in which the player is registered. A round consists of all games played in any weekend and a bye representative or exhibition match shall not be considered as match being played.

- (m) Automatic Penalty

Any player found guilty of abusing or threatening an umpire must report to Umpires Director/Adviser and train one (1) night with the umpires prior to resuming playing with his club. This includes conventional and automatic suspension or finding of guilt. This regulation only applies to Under 18, Reserves and Senior players.

39.3 Reporting Player Under 12 Years

If a player under the age of 12 years is reported he/she will not appear before the Independent Tribunal or the Independent Committee the following will apply:

- (a) clubs to take action, and a copy of action taken to be forwarded to WRFL GM – Football Operations, by Thursday 12noon after game;
- (b) if the GM – Football Operations deems fit or the player has been previously reported or disciplined then the GM – Football Operations can request the player and the club appear before a disciplinary panel consisting of a WRFL Executive member and a member of the Tribunal and/or IHC. The Board can deal with the matter as it deems fit and may impose any penalty that the Tribunal or Independent Committee can impose.

40. BEST AND FAIREST VOTING

The field umpire shall include on his/her official match report his/her selection of the three (3) best and fairest players in the match umpired by the umpire to be Nos. 1, 2 and 3 in order of preference. No. 1 to receive three (3) votes, No. 2 to receive two (2) votes and No. 3 to receive one (1) vote. At the end of the home and away matches, the votes will be counted and the player receiving the most votes will receive the trophy. The count back shall not apply, and in the case of a tie, the award shall be shared. Any player who has incurred disqualification at home and away matches shall be ineligible to receive the award in the year in which the penalty was incurred.

41. REPORTING OF UMPIRE BY CLUBS

Any affiliated club shall have the power to report any League umpire for inefficiency or neglect of duty. Any charge against a League umpire shall be in writing and forwarded to the Chief Executive Officer (CEO) or representative of the League by 6.00pm on the Monday following the match accompanied with a \$100.00 deposit. One (1) copy of the charge shall be forwarded to the umpire concerned by the Chief Executive Officer (CEO) or representative of the League and both clubs and umpire concerned advised of the time and place where the charge will be dealt with by the Independent Committee.

42. CLUB UNIFORMS AND COLOURS

- 42.1** For Under 9 and 10 teams shorts to be worn shall be special colour registered with the League for all home and away matches.

42.2 For all other grades the colour of the shorts to be worn shall be, home team: black or special colour registered with the League. Visiting team: the visiting team must wear white shorts. All undergarments (ie bike shorts or undergarments) must be beige in colour. Fine of \$100.00 will be imposed if this is not adhered to. Penalty for individual players not in correct uniform will be:

- (a) incorrect shorts (colour) \$5.00 per player;
- (b) incorrect socks \$5.00 per player;
- (c) incorrect jumper \$10.00 per player, and
- (d) incorrect undergarments (ie bike shorts or undergarments) colour \$5.00 per player.
- (e) all players must wear WRFL "webbing insert" shorts, from Season 2002 onwards.
Penalty for non compliance \$5.00 per player.

The colours of the League shall be red, white and blue. Alterations of club uniforms including attachment of advertising logo badges, etc., shall be submitted to the League Executive for approval. Umpire apparel advertising must also be approved.

42.3 Space on Jumpers for League/Sponsor Logo

All clubs must leave space on the left-hand side (if possible) of the jumper, or at least one side. This would be used if the League obtained a major sponsor.

The Chief Executive Officer (CEO) is to consult with sponsors and clubs where practicable prior to signing a deal with sponsor. All jumpers must display the WRFL logo preferably on the upper left hand side.

43. LACE UP JUMPERS

Lace up jumpers are not to be worn during home and away games and finals.

44. ROPING OFF GOAL AND BEHIND AREA

Each home team playing on unenclosed arenas shall secure off the area immediately behind the goal/point post area of not less than four metres, unless a second line has been provided, making certain nobody goes into that area except the goal umpire PROVIDED HOWEVER it shall not be secured with any form of stake or other device that may represent a danger to any player or other person. Failure to comply, the game will not start until it is complied with and the offending club shall be fined for a late start and the other provisions regulation 18 shall apply.

45. ORDER OFF RULE

- 45.1 Any player or match official may be ordered from the field, for any offence of manhandling, assault or threatening an umpire during the progress of any match and shall be precluded from returning to the field for the remainder of the match, and shall be reported by the field umpire. The umpire will show a RED card. Any such player so ordered off cannot be replaced.
- 45.2 The field umpire shall have the power to report to the Tribunal and/or order from the field any player or official who during any match commits a reportable offence or who's actions are not considered in the best interest of the League. The offender shall be shown a YELLOW card and is to remain off the field for a period of 15 minutes, in which time they cannot be replaced.
- 45.3 Upon being shown the YELLOW card the offender must go directly to the coaches box, save any match official who must leave the playing arena (behind the fence or four meters behind the boundary line), and remain there for the duration of the order off period. The official team runner must report to the timekeepers who will note the time and advise the official or player through the runner when the 15 minutes is completed. Any player ordered off who does not go straight to the coaches box, or remain there (unless carried off or via the blood rule), will not be able to return for the remainder of the match, but can be replaced after the 15 minutes has elapsed, unless the player had been ordered off for the second time in the match.

- 45.4 In the event of a player or official failing or refusing to leave the ground when ordered off, they shall be reported for misconduct, the match shall terminate and the offending players team deemed to have forfeited.
- 45.6 Any player or match official ordered from the field for the second time during any match, shall be precluded from returning to the field for the remainder of the match, and shall be reported by the field umpire. The umpire shall show a RED card, the player cannot be replaced.
- 45.7 In the event of a player or players being ordered off while on the interchange bench, the team shall be required to remove the equivalent number of players from the field for he/she duration of the send off (example: two players are sent off while on the bench, the team must play with 16 players for the duration of the send off). The player or players who received the order off can not play during the order off period.
- 45.8 In all home/away and finals games, all officially appointed umpires in addition to the field umpire appointed to that game shall have the power to order players or match officials from the playing field. They shall contact the field umpire at the first opportunity who shall direct the player or match official in accordance with regulations 45.1 and 45.2.
- 45.9 Any player or match official ordered off for a third occasion during the one (1) season shall automatically receive a one (1) week suspension. A fourth order off shall incur a two (2) week suspension, a fifth order off shall incur a three (3) week suspension. Further send offs shall result in the player appearing before the WRFL Executive.

Any such suspensions shall be served cumulatively with any penalty handed down by the Tribunal, IHC or accepted under regulation 39.2 (i) (automatic penalty). Any player/official ordered off who is reported for the incident for which they were ordered off, and subsequently found not guilty, the send off shall not apply for the purpose of calculating a suspension under this regulation.

46. COUNTING OF PLAYERS

In the event of the captain of any team requesting the field umpire for a count of players of the opposing team, the field umpire shall immediately signify "time on" to the timekeeper and carry out count in accordance with the Laws of Australian Football. If the count reveals any extra player or players then such extra player/players shall be sent from the ground (the offending team), the umpire shall direct the timekeepers to underline the score as it was then also direct the goal umpires to do the same and the game will then resume (the score). The outcome of the match shall be determined by deleting the score at the time of the breach from the score of the offending team at the end of the game.

47. PROTECTION OF UMPIRES

- 47.1 It is the responsibility of both competing clubs to protect the safety of all umpires in all grades appointed to officiate at any WRFL match before, during and after the completion of such matches.
- 47.2 Each club shall supply one (1) escort at the quarter, half, three quarter and end of match breaks during home and away matches and two (2) escorts during finals matches. It is also the clubs responsibility to ensure that all officials appointed as umpire escorts are fully conversant of the duties involved in their role as umpire escort, in protecting the officiating umpires.
- 47.3 It is the responsibility of all WRFL Clubs to ensure that the umpires escort is of a mature age (18 years of age or older) and a responsible person who in case of trouble can come to the umpires aid.
- 47.4 All team escorts, must have an official WRFL escort jacket which must be worn at all times, to indicate to the officiating umpire they are the official umpires escort. This person must offer all umpires drinks at all breaks and will be the umpires contact for the duration of the match.

- 47.5 All club officials representing their clubs as umpire escorts must stand in close attendance to the field umpires huddle at both quarter and three quarter time and must line up one (1) escort each side and close to the umpiring panel when they are leaving the ground at half time and upon completion of the game to the umpires change rooms and return to escort the League goal umpires to the umpires change rooms.
- 47.6 The escorts must be at the entrance to the playing arena, together at the end of the quarter ready to move onto the ground and assume their duties to protect the umpires.
- 47.7 It is the officiating umpire's responsibility to report any umpires escort who do not meet the above umpires escort criteria for protecting WRFL umpires and specify the failure in the report.
- 47.8 Clubs may be requested to provide two (2) or more escorts to certain games, at the discretion of the Chief Executive Officer (CEO) or representative.
- 47.9 Clubs failing to provide escorts or where escorts fail to properly attend to the field or other League umpire the offending club will be liable to a fine of \$50.00 each offending quarter.
- 47.10 This regulation only applies to Division 1 and 2 Seniors and Reserves only but is recommended for Juniors and may be applied by Executive for Junior finals. The home club shall supply four (4) large cones which must be placed, by the Umpires' escorts, in the centre of the ground at all breaks that the umpires stay on the ground. The only people allowed inside the coned area are the umpires and any other umpire or observer in official uniform, any trainer the umpires' may have requested and the escorts. If the cones are not supplied the home club shall be fined \$200.00 and if not taken out at the prescribed breaks the offending club shall be fined \$50.00 each quarter not taken out.

47.11 Lockable Facility

Every home club must provide a key to the away clubs and umpires rooms in order to provide a lockable facility. These keys can only be given to the club administrator, President or nominated club official and officiating umpires (fine for non compliance \$100.00). Providing the home club has lockable facilities and has a key readily available (at canteen or with some known/nominated official) it shall have complied with this regulation.

48. SCOREBOARDS

All home clubs shall provide and operate a satisfactory scoreboard. Failure to comply with this regulation will render the club liable to a fine of \$30.00.

49. CENTRE BOUNCE OF BALL

The field umpire shall at all times ensure that only four (4) players of each team be permitted within a 45 metre square of the centre circle.

50. COACHES BOX

- 50.1 By the commencement of Season 2005 all clubs must have a "coach's box" being an all weather facility able to hold all interchange players and authorised persons for each team and those boxes are to be located on opposite sides of the ground. The home teams box shall be the one located nearest its club rooms, the opposition box will be that on the other side of the ground.

50.2 Coaches Box – White Line

A marked white line must be placed one (1) metre outside the boundary line immediately in front of the coaches box. All approved club officials occupying the coaches box must stand behind this line during the course of the game in order not to hinder the movement of the boundary umpires around the boundary line.

Failure to stand behind the white line will incur a fine of \$50.00. All such approved club officials cannot go around the boundary line further than 5 metres from either side of the "coaching bench area" save the runner or the trainer in the course of performing their duties and interchange players during warm up runs. Failure to comply is a fine of \$50.00.

- 50.3 Each home team shall secure off the area immediately behind the coaches box of not less than three (3) metres, unless a second line has been provided, making certain nobody goes into that area except those eligible under the regulation to be on the coaches bench PROVIDED HOWEVER it shall not be secured with any form of stake or other devices that may represent danger to any player or other person. Failure to comply, the game will not start until it is complied with and the offending club shall be fined for a late start and the other provisions regulation 18 shall apply.

50.4 **Number of Eligible Club Officials**

The only persons allowed on the bench is the coach, one (1) assistant coach, chairman of selectors, team manager, club runner, one (1) trainer and the interchange players. The players are to be in the box or nearby unless warming up, but cannot stand or be within two (2) metres of the boundary line. No other person on the playing arena may be within five (5) metres of the coach's box (this includes parents and non-officials and any other persons, but does not mean behind the coaches box/fence line). If any team breaches this regulation that team's club shall have a free kick paid against them to be taken where it is awarded or where the football is at the time, whichever is the greater penalty against the offending team.

51. **INTERCHANGE OF PLAYERS**

Senior grade teams shall be permitted to have four (4) interchange players. Reserve grade teams six (6) interchange players, Under 18 teams seven (7) interchange players, Under 16 to Under 9 teams seven (7) interchange players. Clubs shall have free interchange at their discretion during home and away games and finals. The player leaving the ground must interchange at the coach's box with the player entering the ground (with the exception of seriously injured players). If not adhered to player cannot re-enter the arena for the remainder of the game.

52. **GROUND FOR FINALS**

Where practical, final series matches are to be played on enclosed playing arenas.

53. **DELETED**

54. **FINALS MATCHES**

In the event of a draw in any of the final series of matches up to and including the Grand Final, the match shall be continued for a period of five (5) minutes with no time on each end until one of the competing teams is deemed to be the winner. At the completion of official time both goal umpires will confer and confirm to the field umpire the scores are level and if this is confirmed both teams will change ends and play for five (5) minutes.

After five (5) minutes, both teams will again change ends and play for five (5) minutes at which time both goal umpires will confer again. During such extra play, coaches are not permitted to address their players. The above regulations apply to the senior divisions but extra time will include time on.

55. **DRUG AND TESTING PENALTIES**

In accordance with the AFL guidelines.

56. SMOKING RULES

56.1 The following WRFL facilities and areas are to be designated Smokefree:

- administration and office areas;
- social/club rooms; and
- all Interleague change rooms and toilets.

56.2 **Functions:** All official WRFL functions will be 100% Smokefree. Such functions include:

- dinners;
- fund raising events;
- prize giving;
- meetings;
- social occasions; and
- any other event, seminar, course or function.

56.3 **Representatives:** The following WRFL representatives are to refrain from smoking while in uniform and in public, and or while acting in an official capacity for the WRFL:

- staff;
- Executive and Junior Board members;
- officials including umpires;
- Interleague players;
- Interleague coaches; and
- Interleague trainers.

56.4 **Non Compliance Strategy:** The following five step non-compliance strategy will be followed if anyone breaches WRFL Smokefree policy:

- (a) assume that the person is unaware of the Smokefree policy;
- (b) a WRFL official will approach the person breaching the policy and politely ask them to refrain from smoking and advise them about the Smokefree policy;
- (c) if the offence continues then the most senior official or most senior representative will verbally warn them again and hand over a formally written letter. The offending patron must also be made aware that if they don't stop smoking then they will be required to leave the facility. The letter will outline WRFL Smokefree policy and state that if the patron continues to breach the policy he/she will be asked to leave. A representative of WRFL Executive or Chief Executive Officer (CEO) will send a letter which has been pre-written and kept ready for use at WRFL office and at functions and events;
- (d) if the offender does continue then the patron will be escorted out of the facility by staff and or senior representative;
- (e) under no circumstances should WRFL Smokefree policy be breached, no matter who the offender is.

56.5 **Sale of Tobacco Products:** Tobacco products will not be sold at any of the facilities or events under the direct control of the WRFL.

56.6 **Junior Sport:** The following steps will be taken to ensure that all Junior football under the control of the WRFL conforms to our Smokefree policy:

- (a) all coaching courses will highlight the importance of role modelling Smokefree behaviour to our Junior members.

57. **OFFENSIVE WEAPONS**

No club player, official or member shall bring any offensive weapon onto the playing arena or into any official League function. If found guilty of such an offence a minimum *suspension* of five (5) years shall apply.

58. **ALUMINIUM STOPS**

The wearing of aluminium football stops in all grades of WRFL competition is not permitted.

59. **INTOXICATING LIQUOR**

59.1 Participating players and/or match officials of any team having been found guilty of consuming intoxicating liquor in or around the playing arena, or in the dressing room prior to the conclusion of the match, the club and/or offending person shall be dealt with as the Executive deems fit. The field umpire shall report to the Executive any club, club official and/or registered players infringing this regulation or any player under the influence of liquor.

59.2 During any Junior matches no alcohol is to be consumed around the ground or within any building constructed and used by the club including any licensed premises without the written consent from the League which consent if given will only be valid for the year in which it is issued and on the conditions it is issued. The Club shall be liable for any breach of this regulation and shall be liable to a penalty of up to \$500.00 for each breach of the regulation (example: if three people are found consuming alcohol in breach of this regulation that will represent three offences and so on).

59.3 Alcohol cannot be consumed in any glass container (glass or bottle) outside the licensed clubrooms. Penalty for any breach will be up to \$100.00 for each breach of the regulation (example: if three people are found consuming alcohol in breach of this regulation that will represent three offences and so on).

60. **PROPERTY DIVISION**

60.1 The Chief Executive Officer (CEO) shall be responsible for all property activities. He/she will make recommendations to the Committee of Management regarding suppliers.

60.2 Clubs found in breach of the Properties Division regulation shall be penalised in the following way:

- 1st Offence: 10% off the Management Fee Refund & \$100.00 fine;
- 2nd Offence: A further 20% reduction of the Management Fee Refund & a \$200.00 fine;
- 3rd Offence: A further 20% reduction of the Management Fee Refund & a \$500.00 fine;
- 4th Offence: Total forfeiture of the Management Fee Refund & a \$1000.00 fine.

61. **GAINING ADMITTANCE TO THE WRFL**

All Clubs wishing to gain admittance to the WRFL present a resume of their club which should include:

- reason for leaving other League (if applicable);
- any previous penalties/fines imposed on club in the last five (5) seasons;
- any names previously used by the club;
- how many sides club would be fielding;
- position of their home ground;
- reason for wanting to be in the WRFL;
- financial position of the club;
- clubs previously affiliated with the WRFL whom are seeking re-admittance shall remit in full any outstanding debt to the League. The terms of this repayment is at the Leagues discretion;
- club must be incorporated under the Act;
- club colours not to clash with any existing clubs colours; and
- new clubs to agree to stay with WRFL for at least three (3) years, or forfeit their fidelity bond.

This resume would need to be circulated to all affiliate clubs three (3) weeks prior to being voted upon, thus giving clubs a chance to evaluate the club.

62. EVENING UP OF PLAYER NUMBERS

Where a team in divisions up to and including Under 14B have less than 18 players on their teamsheet, the following regulations shall apply:

- 62.1 If a team does not have 14 of its own registered players a scratch match will be played with the opposing team receiving a win by forfeit (as per regulation 18 herein).
- 62.2 Where a team does not have a full 18 players, it must approach the opposing team and request that players be loaned to even up team numbers. This request should be made at least 15 minutes prior to the commencement of the match.
- 62.3 If the team requiring players does not make this request, then the opposing team may take the field with an additional two players (up to the maximum player numbers of 18 eg.: team A has 15 players and does not request players be loaned, team B may take the field with 17 players).
- 62.4 Where a team has requested players be loaned and still takes the field with less than 18 players, the opposing team must also take the field with the same amount of players.
- 62.5 Any goals kicked or best player votes received whilst playing for the opposing team should appear for the players regular team.
- 62.6 Players on loan can be rotated back each quarter.
- 62.7 If a club requiring players does not have sufficient jumpers available the evening up rule will not apply.
- 62.8 Player send offs or injuries occurred during the game will not result in evening up of players.
- 62.9 The evening up rule does not apply in finals matches.
- 62.10 The evening up rule can be used for grades above Under 14B with the full approval of both clubs.
- 62.11 Teams failing to comply with these regulations will be subject to penalties at the discretion of the GM – Football Operations.

63. MELEES

63.1 Definition

An incident involving 6 or more players who are pushing, scragging, wrestling or otherwise struggling with one another. The incident, in the opinion of the umpire or any other appointed officer of the WRFL, is likely to bring the game of Australian Rules football into disrepute or prejudice the interests or reputation of the WRFL or the competitions conducted by the WRFL.

63.2 Incident & Penalty Procedure

- (a) All umpires appointed by the WRFL, and WRFL League officials shall be provided by the League with an approved incident advice form (or if not available, paper of any description may be used) on which the incident of a melee shall be reported.
- (b) Such form shall be filled in quadruplicate and shall be signed by the umpire(s) making the incident report.
- (c) The field umpire, at the termination of the match, shall hand one (1) copy of each form containing the melee report to an official of each club.

- (d) The original form containing the melee report shall be lodged by the field umpire with the GM – Football Operations or representative of the League by 6.00pm on the Sunday of the weekend of the match.
- (e) Fines shall be charged to the club's account

63.3 Penalties

Team 1st offence (in one season): \$100.00
Team 2nd offence (in one season): \$300.00
Team 3rd offence (in one season): \$500.00

A club who wishes to dispute a melee fine shall lodge a protest to the IHC under WRFL rule 22.1. (IHC).

RULES

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STATEMENT OF RULES

1. INTERPRETATION

1.1 In these Rules, unless the contrary intention appears:

"League Official" means any person appointed by the League to act in any official capacity and includes any umpire appointed by the League.

"Sub-Committee" means a committee of appointed by the Executive to carry out any specific duties.

"Financial Year" means the year ending 30th September.

"Member Club" means:

- (a) a club admitted to the League;
- (b) the WRFL Umpires' Association; and
- (c) the WRFL Trainers Association.

"Delegate" means the representative of the member club on the Committee of Management of the League.

"The Act" means the Associations Incorporation Act 1981.

"The Constitution" means the Constitution of the WRFL.

"The Rules" means the Rules of the WRFL.

"The Regulations" means the Regulations of the WRFL.

1.2 A reference to the Chief Executive Officer ("CEO") of the League is a reference the person who is employed by the Executive of the League in that position. The Chief Executive Officer (CEO) shall also be appointed as Public Officer of the League responsible for the Seal of the WRFL.

1.3 Words or expressions contained in these Rules shall be interpreted in accordance with the provisions of the Acts Interpretation Act 1958 and the Act as in force from time to time.

2. APPLICATION FOR MEMBERSHIP

In accordance with Article V of the Constitution, the following rules establish the requirements for entry to the WRFL as a member club.

2.1 An applicant club must present a completed WRFL application form to the Executive Board.

2.2 The Executive Board may require the applicant club to present a Business Plan or Strategic Plan that will clearly demonstrate viability for the applicant over a period of not less than 3 years.

2.3 The Executive Board may require the applicant club to provide a detailed financial plan that will describe sources of income and projected expenditures and any other requirement as determined by the Treasurer of the WRFL. If the applicant club is a body that has existed for longer than 1 financial year, it may be required, at the direction of the Executive Board, provide correct financial statements including balance sheet, profit and loss for that year and any other report as determined by the Executive Board.

2.4 By making application the club agrees to be bound by and comply with the various Codes of Conduct contained in the appendices hereto and agree to bind their players, officials and members to the relevant code, along with the Rules, Regulations, policies and procedures of the WRFL.

- 2.5 Upon an application being approved by a Committee of Management meeting, the Chief Executive Officer (CEO) shall, with as little delay as possible, notify the applicant club in writing that the club is accepted for membership of the League on such terms and conditions as may be specified by the meeting and upon satisfaction of those terms and conditions the club shall become a member of the League.
- 2.6 All Senior members shall be required to lodge a fidelity bond of \$1,000.00 (\$500.00 for Junior members) with the League upon admission to membership each year, such bond to be refunded to the member at the expiration of the year provided that the member has fulfilled all obligations to the League. This bond is due payable seven (7) days prior to first game of each season.
- 2.7 The League may deduct any amount due to the League by a member club from the fidelity bond if such amount is not paid within 14 days of same falling due and such member club shall not be permitted to take part in any further matches until the fidelity bond is restored.
- 2.8 The Executive Board may require an increase of the fidelity bond if that member club has repeatedly failed to meet payments and/or owed the League funds over a period of time. The amount that member club will be required to provide to the League as an increased fidelity bond shall be determined by the Executive Board in its absolute discretion.
- 2.9 A right, privilege or obligation of a club by reason of its membership of the League is not capable of being transferred or transmitted to another club.
- 2.10 All member clubs must be incorporated under the Act, and at the start of each financial year produce a current copy of their Incorporation Certificate. If not current then the Member Club's membership will lapse until renewed and it will have no right to play in the League whilst it is lapsed however, it will still owe all debts due to the League.
- 2.11 All member clubs must provide evidence of appropriate insurance cover as deemed by the League, and within 7 days after a request is made by the League to view this information.
- 2.12 No member club, or member club official, or member of member club, or registered player, trainer or umpire shall, through any form of the media, criticise the League, any official of the League, any other member club, the League's Constitution, Regulations or these Rules. In default, any such member club may be charged with bringing the league into disrepute. Such a charge can be heard by the Independent Hearings Committee ("IHC") or Tribunal and a final not exceeding \$1,000.00 may be applied.

3. LEVIES AND COMPULSORY INSURANCE'S

- 3.1 The management fee set by the Annual General Meeting is payable by each member in respect of each team registered by the member with the League.
- 3.2 At any time during the season, should funds be required to carry on the League, a call may be made by the Committee of Management upon all member clubs. In the event of any member not paying its declared share within one (1) month of due notice having been given by the Chief Executive Officer (CEO) or Treasurer, that member club shall be deemed to be debt to the League and all rights and privileges will suspended until payment is paid.
- 3.3 Each member must be insured for player accident and public liability as arranged by the League from time to time and pay an appropriate fee; and,

Each member must be insured for Directors Indemnity and Liability Insurance and pay an appropriate fee.

4. REGISTER OF MEMBERS

The Executive of the League shall keep and maintain a register of member clubs of the League from information supplied by members annually and the register shall be available for inspection by member clubs at the Leagues administration office.

5. RESIGNATION OF MEMBERS

- 5.1 A member club which has paid all monies due and payable by it to the League may resign from the League by first giving one (1) months notice in writing to the Executive of its intention to resign its membership, and upon the expiration of that period of notice, unless the notice is withdrawn by the member club, the member club shall cease to be a member of the League.
- 5.2 The League reserves the right not to accept the resignation and to take any and all appropriate actions to retain the member club as a member club of the WRFL.
- 5.3 Upon the expiration of a notice given under rule 5.1, the Executive of the League shall make in the register of member clubs an entry recording the date on which the member club by whom the notice was given, ceased to be a member club.

6. CHARGES MADE UNDER ARTICLE IV OF THE WRFL CONSTITUTION

Where a charge has been under any part of Article IV, the following procedures shall apply:

- 6.1 The charges must be provided in writing detailing the allegations to the Chief Executive Officer (CEO) of the WRFL. The Chief Executive Officer (CEO) shall provide these to the President (or Vice-President) of the WRFL or the Chair (or Deputy Chair) of the Tribunal, who will act in accordance with Article IV.
- 6.2 The panel will provide a copy of the allegations to the member club, Executive member or Judicial member against whom the allegations are made. The respondent may provide a reply to the allegations in writing to the panel within a time prescribed by the panel.
- 6.3 The panel may interview any other person it deems relevant to its investigation and may take into account any other information to assist it in its inquiries. The panel will complete its report to the President or Tribunal Chair within 21 days of appointment to investigate the allegations.
- 6.4 The report shall detail the allegations, the reply of the respondent and any other information gathered in the course of the investigation. A summary of evidence shall be provided in the report together with conclusions and recommendations.
- 6.5 In addition to the report provided the President or Tribunal Chair, a copy of the report will be provided to the complainant and the respondent. The WRFL will retain a copy of the report for not less than 5 years.
- 6.6 The complainant and the respondent shall have the right to address the Committee of Management in consideration of the matter before any final decision is made as to penalty or dismissal of allegations.

7. ANNUAL GENERAL MEETING

- 7.1 The notice of the Annual General Meeting will be circulated to member clubs at least 28 days prior to the meeting. Notices of Motion will be received at least 14 days before the date of the meeting such notices to be sent to all financial member clubs on the notice paper.
- 7.2 The ordinary business of the Annual General Meeting shall be:
 - (a) to confirm the Minutes of the last preceding Annual General Meeting;
 - (b) to receive from the Executive of the League reports upon the transactions of the League during the last preceding financial year;
 - (c) to elect office bearers of the League;

- (d) to receive and consider the statement submitted by the League in accordance with Section 30 (3) of the Act; and
 - (e) to consider applications for membership of the League for the forthcoming year.
- 7.3 The Annual General Meeting may transact such general business of which notice is given in accordance with these rules.
- 7.4 The Annual General Meeting shall be in addition to any other general meetings that may be held in the same year and shall, subject to the above, be deemed to be a meeting of the Committee of Management of the League.
- 8. **COMMITTEE OF MANAGEMENT MEETING**
 - 8.1 All general meetings of the League (other than the Annual General Meeting), and convened in accordance with the Constitution, shall be called Committee of Management meetings
 - 8.2 Committee of Management meetings shall take place on such dates as shall be prescribed at the Annual General Meeting.
 - 8.3 The Executive of the League shall have power to convene a Committee of Management meeting on a date other than prescribed at the Annual General Meeting to deal with urgent matters.
- 9. **NOTICE OF MEETING AND AGENDA**
 - 9.1 The Executive of the League shall advise members in writing of the dates of Committee of Management meetings no later than one (1) month of the Annual General Meeting.
 - 9.2 A member desiring to bring any business before a Committee of Management meeting shall give notice of that business in writing to the Chief Executive Officer (CEO) at least 14 days prior to the meeting and the business shall be included in the agenda of the next meeting.
 - 9.3 No business other than that set out in the agenda of a meeting shall be transacted at that meeting.
- 10. **PROCEDURE AT COMMITTEE OF MANAGEMENT MEETINGS**
 - 10.1 No item of business shall be transacted at any meeting of the League unless a quorum of eligible member clubs is present during the time when the meeting is considering that item.
 - 10.2 If within half an hour after the appointed time for the commencement of a meeting a quorum is not present, the meeting shall be postponed to a time and date to be advised by the Executive.
 - 10.3 The President of the League shall be the designated Chair of Committee of Management meetings. If the President is not present, then the Vice-President shall Chair the meeting. If the President and the Vice-President are absent from a meeting, the meeting will be chaired by an Executive member or the Chief Executive Officer (CEO).
 - 10.4 The Chairperson of a Committee of Management meeting at which a quorum is present may, with the consent of the meeting, adjourn the meeting, but no business shall be transacted at the adjourned meeting other than the business left unfinished at the meeting at which the adjournment took place.
 - 10.5 Where a meeting is adjourned for 14 days or more, the Chief Executive Officer (CEO) shall give notice in writing of the adjourned meeting to all members.
 - 10.6 All motions or questions arising at a meeting of the League shall be determined on a show of voting cards, and the result shall be recorded in the Minutes of meeting. A period of fifteen (15) minutes may be given to allow Committee of Management Delegates the opportunity to discuss and debate the motion or question to be voted on. No other motions or questions can be moved during this period.

- 10.7 In the case of an equality of voting on any question, the motion or question shall be adjourned to a further debate and the matter shall again be put to the vote before the end of the meeting. If no majority for or against exists after the second vote, the mover of the motion or question may defer the issue to the next meeting of the Committee of Management.

11. COMMITTEE OF MANAGEMENT REPRESENTATION

- 11.1 A Committee of Management member club Delegate must be able to represent the member club and act as its representative on all matters, including voting, without referral to the member club during a Committee of Management meeting.
- 11.2 Any member club not represented at any Committee of Management meeting shall be fined the sum of \$100.00. Any member club not represented at a second consecutive meeting shall be fined \$200.00 will be imposed, and a third consecutive, and any subsequent, absence will result in a \$400.00 fine.

12. EXECUTIVE

- 12.1 A quorum of the Executive shall be five (5) members.
- 12.2 The Executive shall publish a strategic plan to cover such period as it determines best serves the interests of the League. The Executive shall also report annually against the strategic plan to the member clubs and make such amendments to the strategic plan as necessary.
- 12.3 The Executive will determine what positions are necessary for the good operation of the League and may appoint to those positions on conditions of employment negotiated with each employee.
- 12.4 The powers and duties of the Executive shall include, but not be limited to:
- (a) arrange, control and manage football matches and competitions;
 - (b) to lay any charge(s) against any registered player, member club or official or member of member club, or any other person identified as breaching the Rules or Regulations of the WRFL. Such charges will to be heard by the Tribunal or IHC;
 - (c) have the authority to impose fines and penalties as are provided for in the Rules and Regulations of the WRFL as being within the jurisdiction of the Executive to apply;
 - (d) deal with:
 - (i) any matter coming to its knowledge considered not in the best interest of the League;
 - (ii) any matter referred to it by the a Judicial body; and
 - (iii) any matter referred to it by the Committee of Management.
 - (e) enter into agreements with any other body approved by the Committee of Management, as described in Article II of the Constitution.
 - (f) any members of the Executive who shall miss three (3) consecutive Executive meetings without an apology, shall be deemed to have resigned from the Executive.
- 12.5 The Executive may delegate any item of business to a specified sub-committee. The Executive may appoint additional ex-officio members to that sub-committee for the purposes of that sub-committee.
- 12.6 The Executive shall have the authority to act on behalf of the Committee of Management and the League in cases of emergency and urgency, provided that any action so taken is reported to the next subsequent meeting of the Committee of Management for ratification.
- 12.7 The Executive shall have the right to impose a penalty of \$100.00 for non-attendance of member clubs and affiliates to any compulsory meeting, function or event, as required.

- 12.8 The Executive may appoint persons to act as officers of the League. They shall have the authority to lay reports against any member club, registered player, official of a member club, member of a member club or officiating member who does not act in the interests of the WRFL or any reportable offence. Such reports are to be heard by the Independent Tribunal. The officers of the League who have made the report shall (if available) present the charge to the Independent Tribunal. If the officer is not available, then a written report shall be used to present the charges to the Independent Tribunal. The officers of the League shall ensure the necessary procedural document is prepared and presented to a WRFL official umpire or both club umpires. Both shall present to the team manager of the respective clubs. All reporting Rules and Regulations shall apply.

13. NOMINATION AND ELECTION OF EXECUTIVE (OFFICE BEARERS)

- 13.1 Nominations for positions of office bearers of the League shall be lodged on the prescribed form with the Chief Executive Officer (CEO) not less than 14 days prior to the Annual General Meeting. Such nominations shall be signed by the proposer, seconder and nominee. Nominations after this date will not be accepted.
- 13.2 If insufficient nominations are received to fill all vacancies, the candidates nominated shall be deemed to be elected and further nominations may be received at the Annual General Meeting.
- 13.3 If the number of nominations exceeds the number of vacancies to be filled, a ballot shall be held as described in Article II of the Constitution.

14. CHIEF EXECUTIVE OFFICER

- 14.1 The Chief Executive Officer (CEO) shall be an ex-officio member of any meeting of the League and shall have power, in consultation with the President, to act on behalf of the League in all matters of urgency and emergency provided that such actions are reported to the next subsequent meeting of the Executive for ratification.
- 14.2 The Chief Executive Officer (CEO) shall enjoy all privileges of any meeting of the Executive and the Committee of Management with the exception of voting rights.
- 14.3 The Chief Executive Officer (CEO) may convene one or more meetings of instruction to be attended by officials of member clubs. Failure to so attend without an acceptable written apology shall render the member club liable for a fine of \$50.00 in respect of each official.

15. FINANCIAL

- 15.1 All League fees and charges incurred by each affiliated Senior/Junior clubs will be payable as an annual management fee to be published in the budget at the Annual General Meeting each year and is payable as follows:

Payable by the 31st March 10%;
the 30th April 30%;
the 31st May 20%;
the 30th June 20%; and
by the 31st July 20% (balance due); or
as may be determined by the executive as being a payment to the financial benefit of the member clubs having regard to their ability to raise funds at various times during the year.

All other money (properties, fines) is payable at the end of the month immediately following the invoice date.

- 15.2 The Executive shall prepare a zero (0) deficit budget for each financial year.
- 15.3 Any un-financial member club will have no credit but remain bound by the Constitution, Rules and Regulations of the WRFL and in particular the rule requiring the use of the property division.

- 15.4 All member clubs participating in final series matches must be financial with the League before the conclusion of the home and away matches and before each final match that the member club plays in. In the event that a member club is not financial seven (7) days before the commencement of the finals and each final thereafter, the League shall, remove all or any of its teams from their position in the final series matches and promote the next entitled financial teams in their place to participate in the final series.
- 15.5 The failure of any member club to meet its financial commitments and obligations to the League will mean that member club will not be playing for match points until all their outstanding financial debts to the WRFL are met. If any member club is un-financial to the extent of playing for no points, or outside of the allowable trading period (one month), all member clubs will be informed in writing (disclosing the amount outstanding) within one week of either arising and put on the agenda for the next Committee of Management meeting.
- 15.6 In the event of any member club being un-financial on 31st December, the member clubs permit to play in the following season in the WRFL will be suspended and it will not be included in that season's fixture.
- 15.7 Member clubs whose transmission of funds to the League by cheque, electronic method or any other means are returned by their Bank as "not sufficient funds" or "return to payee" or for any other reason is not paid, will be charged the fees charged by that bank, and a fine of up to \$100.00 be imposed on that member club by the League for each transaction. Any points won by a member club during its period of being un-financial will be withdrawn by the League and shall not be re-credit.
- 15.8 All member clubs shall forward to the Chief Executive Officer (CEO) no later than 31st December each year, copies of their Annual Reports, Profit and Loss Statements and Balance Sheets for the immediate past year. Failure to forward the said report and financials to the League will result in the member clubs credit being revoked until such time as the Annual Reports, Profit and Loss Statements and Balance Sheets for the immediate past year have been lodged.
- 15.9 Any member club that disputes liability for any payment is required to make the payment to the League and notify the Chief Executive Officer (CEO) of a "disputed payment". Failure to lodge such payment will mean the member club is un-financial. The Chief Executive Officer (CEO) shall investigate the dispute, make a determination and, if it is held that the member club was not liable, then such a payment will be refunded in full.
- 15.10 The Committee of Management will retain the sole authority to approve levies, charges, fines and other financial encumbrances on the member clubs.

16. MANAGEMENT FEE REFUND

- 16.1 Member clubs that are financial at the end of the League financial year shall be entitled to receive a Management Fee Refund.
- 16.2 The Management Fee Refund is to be calculated as follows:
- (a) 50% of the WRFL operating surplus for the financial year will to be set aside and paid to the member clubs;
 - (b) the amount payable to each member club will be based on their compliance with rule 60 and calculated by the total amount spent by each member club on the property sales division.
- 16.3 Any member club that is un-financial by the close of business on the last day of the League financial year will not be granted a Management Fee Refund for that year and the total pool shall be divided among the financial member clubs.
- 16.4 The Management Fee Refund may be credited on the member club's first Management Fee payment for the following financial year.

17. TREASURER

17.1 The Treasurer of the League shall:

- (a) collect and receive all moneys due to the League and make all payments authorised by the League;
- (b) keep correct accounts and books showing the financial affairs of the League with full details and all receipts and expenditures connected with the activities of the League and provide a full statement of the financial affairs of the League to the Committee of Management and an audited Annual Report to the Annual General Meeting.

17.2 The accounts of the League shall be available for inspection by members clubs of the League.

18. AUDITORS

The League shall engage one (1) or more independent auditors to audit the financial transactions and statements of the League and to prepare a report for submission at to Annual General Meeting of the League.

19. LIFE MEMBERS

The League shall have the power to elect Life Members (maximum of two (2)) each year from names submitted to and recommended by the Executive prior to the Annual General Meeting. Such membership may be awarded to those who have given special service to the League. Life Members shall be appointed at the Annual General Meeting and shall be entitled to all privileges except voting rights.

All Life Members including spouse/partner shall be entitled to:

- (a) be invited, with free entry, by the League to all WRFL matches and functions controlled by the League and admitted on presentation of their Life Membership medallion;
- (b) attend all Committee of Management meetings of the League.

20. INVESTIGATION OFFICER

20.1 The Executive may appoint Investigation Officers who must hold no other position with the League. Investigation Officers shall:

- (a) investigate any matter referred by the Executive of the League and report direct to the Executive on the findings;
- (b) have the right to interview the following in order to investigate any matter referred by the Executive:
 - (i) member club officials, players, members of member clubs, public spectators, and field, boundary, goal or emergency umpires; and
 - (ii) to attend any game as directed by the Chief Executive Officer (CEO) or GM - Football Operations.

20.2 The Executive of the League may appoint a member of the Executive to carry out the role of the Investigation Officer for the purpose of a particular investigation which the Executive deems proper and that member shall have all the powers of the Investigation Officer given herein.

20.3 All member clubs, member club officials, players and member club members shall assist fully any investigation conducted by the investigation officer and neither the member clubs, officials, players or club members shall obstruct or hinder the Investigation Officer in the execution his/her duties in carrying out any investigation under these rules.

- 20.4 If any member club, member club official, player or member club member does not co-operate with the investigation officer in the investigation of matter referred by the Executive of the League, the member club shall be notified by the League to co-operate with the investigation officer. If after three (3) full working days the notification is not rectified, the Executive may lay appropriate charges to be heard by the IHC. The following penalties can apply if found guilty at this hearing:
- (a) a member club shall be fined a sum of up to \$500.00;
 - (b) a member club official, the member club shall be fined up to \$500.00 and/or suspended as acting in any form as an official for a period of not less than 5 matches in which the club plays;
 - (c) a player, the member club shall be fined up to \$500.00 and/or suspended for a period of not less than five (5) matches in which the member club plays; and
 - (d) a member of a member club, the member club shall be fined a sum of up to \$500.00.
- 20.5 The Investigations Officer shall complete a report no later than three weeks from the date on which the matter is reported to the Chief Executive Officer (CEO) or the GM - Football Operations. The Executive may grant an extension of time in exceptional circumstances upon application to them in writing setting out the reasons for the delay in the investigation and any other relevant matter.
- 20.6 Any charge arising out of the investigation must be laid within one week of the report being finalised.
- 20.7 Any person charged under this rule shall be given at least 72 hours advance notice of the hearing of the matter. Witnesses, such as umpires, must be given no less than 48 hours advance notice of any request for them to appear before the Tribunal/IHC.
- 20.8 After investigating an allegation, the Investigations Officer shall lodge with the Chief Executive Officer (CEO) all relevant documents and a notice in writing setting out the results of his/her investigation, including the Investigations Officer's opinion as to whether the player, official member club or club member under investigation has breached the Laws of Australian Football, the Rules or the Regulations of the WRFL and whether the matter should be dealt with by the Executive or the Tribunal/IHC. The Executive will consider the Investigations Officer's recommendation and may deal with the matter itself or refer the matter to the Tribunal/IHC for hearing and determination.
- 20.9 In any matter referred to the Tribunal/IHC under this rule the Investigations Officer shall personally appear before the Tribunal/IHC to lay the necessary charges and assist the Tribunal/IHC in the presentation of the matter.

21. INDEPENDENT INVESTIGATION TRIBUNAL

- 21.1 Persons appointed by the process described in the Constitution will be called upon to sit as members of either the Tribunal or the IHC. The Tribunal shall hear all Notices of Reports lodged by umpires, umpire's advisers (at a match as an emergency or an observer) and or officers of the league appointed under rules 12.8. and 20 by the Executive from reportable offences committed on a match day, or any matters referred to it by the Executive.
- 21.2 The Tribunal or IHC shall consist of:
- (a) a Chairperson and a Deputy Chairperson each of whom may be a Legal Practitioner or former or sitting Magistrate; and
 - (b) a panel of not less than ten (10) persons who in the opinion of the Executive possess a knowledge of Australian Rules football or hold other relevant knowledge or skills ("Panel Members").
- 21.3 If for any period and for any reason a member is absent or unable to attend a hearing of the Tribunal or IHC, the Executive may appoint a person who in its opinion is a suitable replacement.

- 21.4 A member of the Tribunal or IHC may resign by providing notice in writing to the Chief Executive Officer (CEO) of the League and the Executive will then appoint a replacement under rule 21.1.
- 21.5 A member of the Tribunal or IHC may be removed by the process described in the Constitution.
- 21.6 The Executive shall appoint a Secretary to the Tribunal and IHC, who can be a member of a club however his/her duties do not involve sitting on any hearing or hearings he/she is not a member of the Tribunal and is under the control and direction of the Chairperson of the Tribunal.
- 21.7 The Secretary shall:
- (a) perform any function prescribed in these rules;
 - (b) assist the Tribunal and IHC in the efficient and proper running of matters coming before it;
 - (c) at the direction of either the Chairperson or Deputy Chairperson advise panel members to attend for hearings; and
 - (d) perform other functions as directed from time to time by the Tribunal or IHC.
- 21.8 On any occasion when a Notice of Report or matter is brought before the Tribunal, the Tribunal shall comprise three (3) persons being:
- (a) the Chairperson or in the Chairperson's absence a Deputy Chairperson who shall act as Chairperson or a member appointed by the Chairperson or Deputy Chairperson to chair a particular panel; and
 - (b) two (2) panel members.
- The Tribunal so constituted shall conduct a hearing in respect of the Notice of Report or matter.
- 21.9 **Regulate own procedure:** subject to the further matters set out in this rule 21, the Tribunal may regulate any proceedings brought before it in any such manner as it thinks fit.
- 21.10 The hearing before the Tribunal shall be:
- (a) inquisitorial in nature; and
 - (b) conducted with as little formality and technicality and with as much expedition as a proper consideration of the matters before it permits.
- 21.11 The Tribunal 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.
- 21.12 Any party wishing to produce video evidence must have provided to the League a copy of the video/DVD (unedited) by no later than 3.00pm on the day prior to the hearing. The party wanting to rely on the video/DVD must supply the necessary equipment to enable the Tribunal to view the full video/DVD and that equipment should include slow motion and pause facilities. The author of the full video/DVD must be present at the hearing to verify that the video/DVD has not been tampered with in any way. Where the Tribunal considers that video evidence is capable of sustaining or defeating a reportable offence, the Tribunal may make a finding against a person solely on the basis of that video/DVD evidence.
- 21.13 The Tribunal shall allow any evidence or witness to be lead or called before it at any hearing providing the party wanting to lead the evidence or call the witness shall, not later than 12noon on the day of the hearing, lodge with the Secretary at the League office a statement in writing containing:
- (a) the nature of the evidence and it's relevance;
 - (b) the name of the witness;

- (c) the substance of the evidence to be given by the witness;
- (d) evidence that is direct evidence on the matter before the Tribunal, not character evidence or evidence the witness has been told about by somebody else; it must be evidence of his/her own knowledge or it will not be allowed.

This rule does not apply to any witness directed to attend a hearing by the umpire on the day of the match in which the report was made.

21.14 Where a matter is referred to the Tribunal for an alleged contravention of the WRFL Anti-Doping rules or Racial or Religious Vilification rules, the Tribunal shall follow the provisions and guidelines contained in the WRFL Anti-Doping rules or Racial or Religious Vilification rules and if there are none, develop such for use thereafter.

21.15 The Chairperson of the Tribunal may make guidelines, not inconsistent with the Rules and Regulations of the WRFL, for the practice and procedure with respect to a hearing and shall give a set, in writing to the Chief Executive Officer (CEO) of the League to be given to the clubs.

21.16 The Tribunal shall:

- (a) provide any person whose interest will be directly and adversely affected by its decision a reasonable opportunity to be heard;
- (b) hear and determine the matter before it in an unbiased manner; and
- (c) make a decision that a reasonable Tribunal could honestly arrive at.

21.17 The Tribunal shall decide on the balance of probabilities whether a reportable offence or matter against a person has been sustained. No person appearing before the Tribunal shall bear an onus of establishing that the alleged reportable offence has been committed.

21.18 The Tribunal has the power to deal with any person appearing before it whether charged with an offence or not and may impose any penalty it deems fit against any person for any form of misconduct before the Tribunal or within the presence of the Tribunal including any witness the Tribunal believes has lied to it in the giving of his/her evidence. Any witness called and the person reported who fails to appear before the Tribunal when directed to shall be suspended for playing or acting in any way as an official or otherwise within the League until he/she appears before the Tribunal and explain his/her absence (the Tribunal may at its sole discretion accept a written explanation from such person and excuse him/her from attending and it may at its own discretion accept written evidence if the witness/person has been so excused or it may adjourn the hearing and waive the suspension provided for herein).

21.19 **Majority decision:** the question before the Tribunal must be decided according to the opinion of a majority of members constituting the Tribunal.

21.20 At the conclusion of its hearing, the Tribunal may make such determination, impose such penalties, make such orders and give such directions in each case as it in its absolute discretion thinks fit.

21.21 The Tribunal may have regard to any matters, which it considers relevant to the question of penalty and without limitation may consider:

- (a) the seriousness of the reportable offence sustained against the person;
- (b) the injury sustained (if any) and effect upon the person against whom the reportable offence has been committed (if relevant);
- (c) the prior record of reportable offences committed by the person; and
- (d) in so far as they are relevant, the objectives of the Rules and Regulations of the WRFL.

- 21.22 Where a report is sustained against a person and before imposing any penalty, the Tribunal shall provide that person a reasonable opportunity to make submissions on the question of penalty, and the penalty shall be published in the appropriate media and/or website.
- 21.23 The Tribunal is not obliged to give reason for any decision made by it under this rule but shall keep minutes of the hearing should any appeal be lodged. If requested by the Appeal Board, minutes to be provided to the Appeal Board.
- 21.24 A person who has been charged with a reportable offence may be represented by a Club Advocate before the Tribunal, the IHC pointed to represent the League/Executive must be a member of the club the reported player belongs and hold a current Judicial Permit. The conduct of the Advocate is answerable to the Tribunal, IHC or Appeal Board and he/she is to be co-operative and courteous and truthful at all times when appearing and if not, the hearing body can direct him/her to leave the hearing.

The WRFL may be represented at the hearing of any matter before the Tribunal, IHC or Appeal Board by any person it deems fit, including a legally qualified person, who holds a WRFL Judicial Permit.

Umpires may be represented at hearings of the Tribunal, IHC, or Appeal Board by an Advocate who holds a current Judicial Permit.

21.25 Report and Hearings

- (a) Where there is any procedural irregularity in the making of a report including without limitation the time when the report was made, the nature of the charge laid, or the procedure at the hearing, the Tribunal shall 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.
 - (b) A decision of the Tribunal is not invalid because of any defect or irregularity in, or in connection with, the appointment of a Tribunal member.
 - (c) Subject to rule 21, any procedure or requirement regulating the function of the Tribunal is discretionary in nature and a decision of the Tribunal is not invalid by reason of that procedure or requirement not being fulfilled.
- 21.26 Any appeal against a decision of the Tribunal shall be conducted in accordance with rule 23 of these rules.
- 21.27 An official or player shall not contact or arrange for another person to contact a member of another member club or spectator who is or ought likely to be regarded as a person required to give evidence before the Tribunal, where that contact is intended to or may otherwise influence the evidence given or affect the conduct of the Tribunal hearing in a manner which is unfair or creates prejudice to any party to such hearing or the Tribunal itself. A person who contravenes this rule shall: -
- (a) be deemed to have engaged in conduct which is unbecoming and prejudicial to the interests of a just and fair hearing; and
 - (b) be dealt with by the Tribunal as the Tribunal in its absolute discretion thinks fit.
 - (c) in addition to any penalty or determination made in respect of this conduct the Tribunal may impose a penalty on such official/s or players club as the Tribunal in its absolute discretion thinks fit, save where the club satisfies the Tribunal that the conduct of the official or player was not entered into with the consent, acquiescence or knowledge of the club.

It is legitimate for an advocate to contact a witness or potential witness in order to determine whether that person is able to give evidence that may assist the Tribunal, or whether that person was a witness to an incident at all. In this context, it is legitimate to ask the witness what evidence he/she can give.

- 21.28 No member club, official of member club or member of member club, player or other person associated with a member club shall make any public criticism of a Tribunal decision or of any Tribunal Member or any other matter touching or concerning the Tribunal or a determination made by it.

First Offence up to \$100.00 fine of the member club
Subsequent Offence up to \$500.00 of the member club

- 21.29 Any advocate appearing before the Tribunal, IHC or Appeal Board must hold a current Judicial Permit issued by the WRFL.

- (a) A judicial permit may be obtained on application to the Chief Executive Officer (CEO) of the WRFL by submitting an appropriate form which provides details of the club to which the advocate belongs, his/her relevant experience or reasons for seeking a permit, submitted no later than four weeks before the commencement of the first senior WRFL game of the season.
- (b) A Judicial Permit will be granted for a period of three (3) years, and must be renewed upon expiry.
- (c) Two (2) weeks before the commencement of the first Senior WRFL game each season, Advocates will be required to attend an advocates training course conducted by the WRFL, and produce at that time a copy of all relevant tribunal rules, hearing procedures and forms. If an Advocate fails to do this, he/she can not appear before the Tribunal until copies of those documents are produced by the Advocate to the Chief Executive Officer (CEO) or a nominee of the Chief Executive Officer (CEO).
- (d) If in the view of the hearing body an advocate conducts him/herself in the course of a hearing in an improper manner, or a manner likely to bring the WRFL into disrepute, the Chairperson of the hearing body may report the advocate's conduct to the Chief Executive Officer (CEO) of the WRFL, and recommend that his/her permit be revoked.
- (e) The WRFL Executive will issue the criteria for appointment of persons as Advocates under this rule no later than six (6) weeks prior to the commencement of each season.

22. INDEPENDENT HEARING COMMITTEE ("IHC")

- 22.1 The IHC to determine all protests, charges and disputes between clubs, charges laid by persons other than by umpires in the course of a game, transfer of player issues and other matters requiring a hearing and/or investigation. The members of the IHC shall be appointed in accordance with the Constitution.
- 22.2 A quorum of the IHC shall be three (3) members.
- 22.3 The IHC shall deal with any protests, charges and disputes referred to it, and have the power to impose fines only in the case of clubs, and fines, suspension or disqualification in the case of players, officials or members. Where the IHC or the Executive of the WRFL believes that a matter may require a penalty more severe than those specified in this rule, or a penalty other than one specified in this rule, the matter should be referred directly to the Executive to make a determination.

- 22.4 All clubs, club officials and players referring protests, charges and disputes to the IHC shall have the matter in writing in the hands of the GM - Football Operations by 5.00pm on the Tuesday following the occurrence, clearly outlining the matter and the reasons for the protest, charge or dispute. A fee of \$100.00 will be added to the club's account (which shall be refunded providing that the reference to the IHC was not frivolous, as deemed by the IHC). The GM - Football Operations shall notify the club or persons complained of by the following Wednesday at 5.00pm of the complaint within.
- 22.5 When a charge has been made by one (1) member club against another member club of playing an unqualified or an ineligible player, the member club charged shall be responsible for the appearance of such player before the IHC and failure to so produce such player shall be taken as prima facie evidence of the charge.
- 22.6 In the event of a dispute or protest arising from or concerning the correct age of a player the onus shall be on the player and his/her club to produce satisfactory documentary evidence as to his/her age.
- 22.7 The IHC shall have the power to resolve any issue not specifically dealt with by the Rules and Regulations of the WRFL and all decisions of the Committee shall be binding subject to the appeal provisions in rule 23.
- 22.8 Rule 21.9 to rule 21.28 apply to the IHC and where appearing the word "Tribunal" shall be read as "Independent Hearing Committee".

23. APPEAL FROM TRIBUNAL AND INDEPENDENT HEARING COMMITTEE DECISIONS

23.1 Rule Paramount

Rule 23 prescribes the procedures for an appeal commenced by a person in respect of a decision made by the Tribunal under rule 21.20 and the IHC or the Executive. To the extent that any other rule to the contrary exists in these rules, rule 23 shall prevail.

- 23.2 An aggrieved party may appeal to the Appeal Board in respect of a decision made by either the Executive, the Tribunal or the IHC provided the appeal is brought no later than 2.00pm Eastern Standard Time two working days after which the decision appealed against was made and given to the party aggrieved or that persons club or 2.00pm on the second day after knowledge of the decision.

- 23.3 The Executive may appeal to the Appeal Board in respect of a decision made by either the Tribunal or the IHC provided the appeal is brought no later than 2.00pm Eastern Standard Time two (2) working days after a meeting of the Executive first after which the decision appealed against was made and given to the League club (that is at 2.00pm on the second day after knowledge of the decision).

- 23.4 An appeal under rule 23.2 or rule 23.3 shall be lodged with the GM - Football Operations at League headquarters in writing in a form clearly setting out the matter, the decision appealed against and the grounds of the Appeal. The written notice shall be accompanied with (in relation to an appeal under rule 23.2 only):

- (a) payment to the League of the sum of \$250.00, which sum shall not be refundable; and
- (b) a payment of the further sum of \$500.00 which sum shall be refundable within the rules herein set out.

- 23.5 Notice of Appeal shall be lodged by delivering it or transmitting by facsimile or email to the League headquarters with it being addressed to the GM - Football Operations. The money required will be invoiced to the member clubs account, or can be provided for by a cheque from the member club or an individual.

- 23.6** Upon receipt of a Notice of Appeal, the GM - Football Operations shall:
- (a) fix the date, time and place for the hearing of the appeal as soon as practicable provided that the appeal shall be heard if possible before the appellant's club is next scheduled to compete; and
 - (b) advise all parties interested in the appeal in writing of those particulars.
- 23.7** The Appeal Board may vary the time or place specified under rule 23.6 and upon doing so shall immediately provide all parties interested in the appeal written notice of any such variation.
- 23.8** An appellant shall attend and appear before the Appeal Board at the date, time and place fixed for the hearing of the appeal. Where an appellant fails to attend before the Appeal Board, the Appeal Board may still hear and determine the appeal in the appellant's absence.
- 23.9** The Appeal Board shall:
- (a) provide any person whose interest will be directly and adversely affected by its decision a reasonable opportunity to be heard;
 - (b) hear and determine the matter before it in an unbiased manner; and
 - (c) make a decision that a reasonable body could honestly arrive at.
- 23.10** Subject to rule 23.11 (b), where the Executive/Tribunal/IHC imposes a penalty that prevents the appellant from participating in a match, the appellant shall serve that penalty pending the determination of the appeal.
- 23.11** Subject to rule 23.12, the Appeal Board may of its own motion or upon application of any party to the appeal, order:
- (a) that an appeal be adjourned;
 - (b) a stay of the execution of the penalty imposed by the Tribunal pending the determination of the appeal.
- 23.12** The Appeal Board shall make an order under rule 23.11 (b) only where it is satisfied that there are exceptional and compelling circumstances that make it harsh and unconscionable if an appropriate order was not made. In determining that question, the Appeal Board shall without limitation have regard to:
- (a) the merits of the appeal and the appellant's prospects of success;
 - (b) the interests of the other clubs and players;
 - (c) the effect on the result of the League competition; and
 - (d) the need to permit due and proper administration of these Rules and Regulations of the WRFL.
- 23.13** The Appeal Board shall deal with the appeal as a new hearing as if it were hearing the matter for the first time. The Appeal Board may have regard to the record of the proceeding before the Executive/Tribunal/IHC as previously constituted, including a record of any accurate evidence taken in the hearing the appeal relates to.
- 23.14 Regulate Own Procedure**
- The Appeal Board may regulate any proceedings brought before it in any such manner as it thinks fit, which must be consistent with rules 21.9 - 21.29.

- 23.15 The hearing before the Appeal Board shall be:
- (a) inquisitorial in nature; and
 - (b) conducted with as little formality and technicality and with as much expedition as a proper consideration of the matters before it permits.
- 23.16 The 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.
- 23.17 Any party wishing to produce video/DVD evidence must have provided to the League a copy of the video/DVD (unedited) by no later than 3.00pm on the day prior to the hearing. The party wanting to rely on the video/DVD must supply the necessary equipment to enable the Appeal Board to view the full video/DVD and that equipment should include slow motion and pause facilities. The author of the full video/DVD must be present at the hearing to verify that the video/DVD has not been tampered with in any way. Where the Appeal Board considers that video/DVD evidence is capable of sustaining or defeating a reportable offence, the Appeal Board may make a finding against a person solely on the basis of that video/DVD evidence.
- 23.18 The Appeal Board shall allow any evidence or witness to be lead or called before it at any hearing providing the party wanting to lead the evidence or call the witness shall, not later than 12noon on the day of the hearing lodge for the GM - Football Operations at the League office a statement in writing containing:
- (a) the nature of the evidence and it's relevance;
 - (b) the name of the witness;
 - (c) the substance of the evidence to be given by the witness;
 - (d) evidence that is direct evidence on the matter before the Appeal Board not character evidence or evidence the witness has been told about by somebody else, it must be evidence of his/her own knowledge or it will not be allowed.
- 23.19 The Appeal Board may confirm, reverse or modify the decision appealed against that is the subject of the appeal and make such orders and give such directions in such manner as it in its absolute discretion thinks fit.
- Rules 21.21 and 21.22 shall apply to appeals before the Appeal Board and any reference in those rules to the "Tribunal" shall be read as a reference to the "Appeal Board".
- 23.20 The question on appeal before the Appeal Board must be decided according to the opinion of a majority of the members constituting the Appeal Board.
- 23.21 The Appeal Board is not obliged to give reasons for any decision made by the Appeal Board.
- 23.22 On the hearing of an appeal the appellant shall bear the onus of showing on the balance of probabilities that the Reportable Offence or matter should be dismissed or sustained or that the penalty was inappropriate, as the case may be.
- 23.23 Parties appearing must do so personally or by way of an Advocate who must be a member of the affiliated body the party is a member of or is representing the WRFL, and holds a WRFL Judicial Permit.
- 23.24 Parties may be represented by a Legal Practitioner if there are exceptional and compelling circumstances and the Appeal Board agree to in their sole discretion. The WRFL may be represented by a Legal Practitioner in any case.
- 23.25 Where the Appeal Board upholds an appeal and reverses the decision appealed against, the payment made under rule 23.4.(b) shall be refunded.

23.26 Where the Appeal Board:

- (a) dismisses an appeal and considers that an appeal was frivolous or vexatious or commenced for an improper purpose; or dismisses the appeal but increases the penalty first imposed; the payment made under rule 23.4.(b) shall not be refunded.
- (b) dismisses an appeal but considers that the appeal was not frivolous or vexatious or commenced for an improper purpose; or decreases the penalty imposed by the Executive/Tribunal/IHC; it may order at its absolute discretion that all or part of the payment made under rule 23.4.(b) be refunded to the appellant.

23.27 An appellant may without penalty, apart from the non-refundable Appeal Lodgement Fee as per rule 23.4.(a), abandon an appeal by giving notice in writing to the GM - Football Operations.

Where an appellant abandons his/her appeal during the conduct of the appeal and the Appeal Board considers that the appeal was frivolous or vexatious or commenced for an improper purpose, the Appeal Board may order in its absolute discretion that all or part of the payment made under rule 23.4.(b) not be refunded. For the purposes of this rule, the "Conduct of the Appeal" is to be deemed to commence the moment a date for the hearing has been set.

23.28 Validity of Charge and Hearings

- (a) Where there is any procedural irregularity in the manner in which an appeal has been brought, the Appeal Board may still hear and determine the appeal unless it is of the opinion that the irregularity has caused or may cause injustice if the appeal was heard.
- (b) A decision of the Appeal Board is not invalid because of any defect or irregularity in, or in connection with, the appointment of an Appeal Board member.
- (c) Subject to rules 23.9, any procedure or requirement regulating the function of the Appeal Board is discretionary in nature and a decision of the Appeal Board is not invalid by reason of that procedure or requirement not being fulfilled.

23.29 Rules 21.24, 21.27 and 21.28 shall apply to all appeals or matters coming before the Appeal Board and any reference to the "Tribunal" shall be read as a reference to the "Appeal Board".

23.30 Consistent with the process described in the Constitution, persons shall from time to time be appointed to a board to be known as the Appeal Board.

24. **APPEAL BOARD**

24.1 The Appeal Board shall hear all Notices of Appeal lodged by any player, member club, any other affected party with standing to bring an appeal or the Executive in relation to any hearings under the Rules of the WRFL.

24.2 The Appeal Board shall consist of:

- (a) Chairperson who shall be a Legal Practitioner or former or sitting Magistrate; and
- (b) a panel of not less than four (4) persons who in the opinion of the Executive possess a knowledge of Australian Rules football and who shall consist of at least one (1) Legal Practitioner ("Board Members").

24.3 If for any period and for any reason a member is absent or unable to attend a hearing of the Appeal Board, the Executive may appoint a person who in its opinion is a suitable replacement.

24.4 A member of the Appeal Board may resign by providing notice in writing to the Chief Executive Officer (CEO) of the League and the Executive will then appoint a replacement under rule 21.1.

- 24.5 A member of the Appeal Board may be removed by the process described in the Constitution.
- 24.6 On any occasion when a Notice of Report or matter is brought before the Appeal Board, the Appeal Board shall comprise three (3) persons being:
- (a) the Chairperson or in the Chairperson's absence the Deputy Chairperson who shall act as Chairperson; (provided however if neither the Chairperson or Deputy Chairperson is unable to act then a panel member appointed for that night only); and
 - (b) Two (2) panel members (one (1) legal and one (1) football),
- 24.7 The Chairperson of the Appeal Board may make guidelines, not inconsistent with these rules, for the practice and procedure with respect to applications to and hearings by the Appeal Board.

25. RACIAL AND RELIGIOUS VILIFICATION

- 25.1 No player in his/her capacity as a player of a member club or, in the course of carrying out his/her duties or functions as or incidental to a player of a member club or any director, officer, servant or agent of a member club (including without limitation any coach, assistant coach, trainer, medical officer, runner or person entitled to enter the arena during the course of or prior to or during any break in play in any match) shall act towards or speak to any other person in a manner, or engage in any other conduct which threatens, disparages, vilifies or insults another person ("the person vilified") on the basis of that person's race, religion, colour, descent or national or ethnic origin.
- 25.2 In the event that it is alleged that a person has contravened rule 25.1, an umpire, member club or player may by 5.00pm on the first working day following the day on which the contravention is alleged to have occurred, lodge a complaint in writing with the person appointed from time to time by the WRFL as the Investigation Officer for the purposes of this rule.
- 25.3 The Investigation Officer shall:
- (a) inform the person alleged to have contravened rule 25.1 of the complaint and provide that person with an opportunity to respond to it;
 - (b) arrange for the complaint to be conciliated and take all steps necessary for the complaint to be conciliated.
- 25.4 Where the Investigation Officer is of the opinion that the matter has not been resolved by conciliation, the Investigation Officer shall:
- (a) in the case of a player, refer the complaint to the Tribunal to be dealt with as a reportable offence;
 - (b) in the case of any other member club official/person (associated with an WRFL club), refer the complaint to the WRFL Executive.
- 25.5 Where a person, alleged to have previously contravened rule 25.1, has been charged with an offence under this rule (or an equivalent provision), the Investigation Officer may refer the complaint directly to the Tribunal to be dealt with as a reportable offence. In the case of a player or directly to the WRFL Executive in the case of any other member club official/person (associated with a WRFL club).
- 25.6 In the event that a complaint is referred to the Tribunal or the WRFL Executive under rule 25.4, no evidence shall be given to or accepted by the Tribunal or the WRFL Executive relating to anything said or done in any conciliation carried out pursuant to rule 25.3.
- 25.7 The Investigation Officer shall use their best endeavours to ensure that conciliation of a complaint under rule 25.3 is completed by 5.00pm on the third working day following the day on which the incident is alleged to have occurred.

- 25.8 In any case where the Investigation Officer determines to refer the complaint to the Tribunal or the WRFL Executive, the complaint shall be referred in time for the Tribunal or the WRFL Executive as the case may be to deal with it by no later than the fourth working day following the day on which the incident is alleged to have occurred.
- 25.9 Any time limit for the doing of anything referred to in this rule may be extended by the Executive if in the opinion of the Executive it is just and reasonable to do so.
- 25.10 In the event that a complaint under these rules in respect of conduct engaged in by a person is found to have been proven by the Tribunal or where the Executive determines that a person the subject of a complaint has been involved in conduct which is unbecoming or prejudicial to the interests of the League, the member club employing, engaging or otherwise associated with the person at the time of the conduct shall be deemed to be vicariously liable for the conduct of the person and shall pay to the League a penalty determined by the Executive which is not to exceed \$2,000.00.
- 25.11 Rule 25.10 does not apply to a contravention by a person if in the opinion of the Executive the member club took all reasonable steps to prevent persons employed, engaged or otherwise associated with the member club from engaging in the conduct which contravened the vilification rules.
- 25.12 In the case of conciliation, members of the legal profession will not act on behalf of member clubs/officials or players.
- 25.13 Any public statements as to the outcomes of conciliation must be made by the WRFL Publicity Officer and/or the WRFL Chief Executive Officer (CEO) only.

26. **ANTI DOPING RULES**

- 26.1 Where a person is suspected of or charged with an anti doping offence, the applicable rules will be the Anti Doping Policy and rules in force at that time issued by AFL Victoria.

27. **DISPUTES AND MEDIATION BETWEEN MEMBER CLUBS**

- 27.1 Where a dispute exists between member clubs that is not provided for in the Constitution, Rules or Regulations, either party to the dispute may refer the matter to the Executive for mediation. The Executive can determine to mediate or refer the matter to the Tribunal or Independent Hearing Committee (as appropriate) for determination.

AFL VICTORIA CONFIRMATION OF AFFILIATION AND AGREEMENT

THIS MEMBERSHIP AGREEMENT made on the

day of

200

BETWEEN:

FOOTBALL VICTORIA LIMITED

[ACN 004 246 253] trading as

AFL VICTORIA

of MCG Brunton Avenue, Jolimont in the State of Victoria
("AFL VICTORIA") of the first part.

and -

METRO LEAGUE, VCFL, VAFA,

of (insert address, ABN) in the said State of Victoria
("the Member") of the other part.

WHEREAS:

- A. The Australian Football League ("the AFL") has entered into a Licence and Development Agreement dated the 4th day of August 1995 with Victorian Football League Pty Ltd ("the AFL Agreement").
- B. The activities of Victorian Football League Pty Ltd have been assumed by Football Victoria Ltd trading as AFL Victoria.
- C. AFL Victoria is a Body established with the objective of promoting the advancement of an Australian Football ("football") structure in Victoria that delivers to participants of all age groups, the opportunity to play football and to be involved in the game to the maximum of their potential whilst protecting and advancing the structure of community football. As a component of that objective, AFL Victoria is committed to ensuring that:
 - (i) there is a viable community Club structure that will ensure the development of Players and the prosperity of football;
 - (ii) football remains an important component of community life in Victoria;
 - (iii) Football development programs are established to maximise the numbers participating and supporting football and enable young footballers to progress through a talented Player pathway to the VFL and AFL competitions.
 - (iv) the VFL is the premier State Football League football competition in Australia.
 - (v) Football in Victoria is structured in such a way as to Reserve the traditions and identity of Victoria as the heartland of Australian Football.
 - (vi) AFL Victoria is structured in such a way as to complement the development of football nationally.
- D. AFL Victoria is the Body that has responsibility for coordinating, developing and representing football in Victoria. Core functions for AFL Victoria include:
 - (i) Coordination and collaboration: act as a coordinating Body for all football agencies in Victoria and as the channel for communication with the AFL, other State Football Bodies, Victorian Football Bodies, and the various State Government Departments;
 - (ii) Development:
 - (a) achieve high-level performance objectives of the Talented Player Development Programs delivered by AFL Victoria's regional network, and
 - (b) achieve objectives and strategies detailed in AFL Victoria's Development Plan.
 - (iii) Victorian Football League ("VFL"): managing the VFL Competition.
- E. AFL Victoria recognises that the Member, subject to the observance by all parties of the provisions of this Agreement, shall be an autonomous Body responsible for the management and conduct of football in competitions currently, or from time to time, under the control and jurisdiction of the Member.
- F. The Member recognises the importance of striving to achieve high quality performance management standards of football competitions and associated activities within its control.
- G. AFL Victoria recognises its responsibility to assist the Member to achieve quality performance standards in accordance with this Agreement and to provide programs conducted for the benefit of Members and the game generally.

- H. The Member desires to become a member of AFL Victoria on the terms and conditions hereinafter set out and AFL Victoria recognises the value of the cooperation of the Member and other Football Controlling Bodies in Victoria.
- I. The Parties have agreed to enter into this Agreement in order to record the commitments hereinafter set out and with the intent of clarifying the role and obligations of each Party to complement the growth of football in Victoria.

NOW IT IS AGREED between the parties as follows:

1. DEFINITIONS

- 1.1 "VFL" means Victorian Football League Competition managed by AFL Victoria.
- 1.2 "Australian Football" means the game played pursuant to the Laws of Australian Football.
- 1.3 "Agreement" means the rights, obligations and provisions set out in this Membership Agreement.
- 1.4 "FV Development" means AFL Victoria Development - an organisation previously known as the Victorian Football Development Foundation.
- 1.5 "Member" means the Body affiliated to AFL Victoria under this Membership Agreement to administer Australian Football in the agreed geographic area with its currently registered Leagues and /or Clubs.
- 1.6 "Laws of Australian Football" means the Australian Football League Laws of Australian Football that apply to bodies licensed to the AFL and to bodies affiliated to AFL licensed bodies. Subject to any modifications or alterations that may be adopted from time to time by a Member with respect to the competition under the control and jurisdiction of the Member providing such modifications or alterations do not conflict with the Laws of Australian Football. Provided the member retains the right to seek approval from the AFL via AFL Victoria for an alternative Rule where such Rule is to be used by the member only.
- 1.7 "Term" means the period set out in Clause 13 hereof.
- 1.8 "Region" means the geographical area within which the member conducts Australian Football competitions.
- 1.9 "The Objectives" means the strategic and operational objectives set out in Clauses 3.2 and 3.3 hereof.
- 1.10 "Currently registered Leagues and Clubs" means the affiliation of Leagues and Clubs affiliated to the Member operating at the time of this Membership Agreement.

2. INTERPRETATION

In this Membership Agreement, unless the contrary intention appears:

- 2.1 the singular includes the plural and vice versa and words importing a gender include other genders.
- 2.2 a reference to a clause, paragraph or Attachment is a reference to a clause or paragraph of or Attachment to this Agreement, and a reference to this Agreement includes any Attachments.
- 2.3 a reference to a document or agreement including this Agreement includes a reference to that document or agreement as noted, altered or replaced from time to time.
- 2.4 a reference to a Member includes its successors and permitted assigns.
- 2.5 words and expressions importing natural persons include partnerships, bodies corporate, Associations, governments and governmental and local authorities and agencies.
- 2.6 headings are for convenience only and do not affect interpretation.

3. THE OBJECTIVES

- 3.1 Parties to pursue the objectives
The parties intend that in performing their respective obligations under this Agreement, they shall use their best endeavours to achieve:
 - (a) the strategic objectives set out in Clause 3.2; and
 - (b) the operational objectives set out in Clause 3.3
- 3.2 The strategic objectives
The strategic objectives of the Member and AFL Victoria are:
 - (a) **shared vision:** to encourage and develop in and amongst all Victorian Football bodies a shared vision for a unified structure, co-ordinated through membership with AFL Victoria, with complementary objectives and strategies and a common commitment to the success of football.
 - (b) **effective use of resources:** to ensure that all possible physical, financial and human resources available to Victorian football are identified, procured and effectively utilised for the benefit of Members of AFL Victoria and or Victorian Football.

- (c) **co-ordination:** to ensure that AFL Victoria acts as a co-ordinating agency for the development of general strategies of all Members, and provides a communication forum for all elements of Victorian football (including standardisation of playing Laws of Australian Football).
 - (d) **developmental link:** to promote an attractive introductory football pathway from Auskick and school programs into Club football to maximise the numbers participating and following the game, whilst undertaking a commitment to improve the quality of programs and resources to the highest standards to enable participants at all levels to reach their full potential, including Players, coaches, administrators, Umpires and sport trainers.
 - (e) **status of football:** to maintain Australian Football as the pre-eminent participant and spectator sport in Victoria.
 - (f) **Club infrastructure:** to facilitate and maintain a network of viable, well managed football Clubs within Victoria catering for Junior and Senior Players in local areas as the basis for long-term Player development and community support for Australian Football.
 - (g) **secure financial base:** to establish and maintain a secure financial base for the ongoing development and management of football in Victoria at all levels.
 - (h) **talented Player pathway:** to support co-ordinated talented Player development programs to enable Players and Umpires to progress from Club football into AFL Victoria talented Player development programs and ultimately the VFL and AFL Competitions, and to support the return to Club football after ceasing to play at AFL and VFL levels.
- 3.3 The operational objectives
The operational objectives of the Member and AFL Victoria are:
- (a) **adoption of quality improvement practice:** to develop and implement quality improvement practice to ensure excellence in all aspects of AFL Victoria's and the Member's operations and activities;
 - (b) **reputation:** to protect and enhance the reputation of the Member, AFL Victoria and football in Victoria generally;
 - (c) **reporting and accountability:** to ensure that the Member and AFL Victoria report to and otherwise communicate with one another on a relevant and timely basis to ensure their mutual success, and are accountable to one another accordingly;
 - (d) **complementary Rules and Regulations:** to ensure that AFL Victoria and the Member adopt complementary Rules and Regulations in football competitions conducted under their control and jurisdiction;
 - (e) **success of the Member:** to ensure the success of the Member as a participant in Victorian football, including its adherence to quality performance management standards to be agreed upon by the Member and AFL Victoria ;
 - (f) **success of AFL Victoria:** to ensure the success of AFL Victoria as the responsible Body for Victorian football; and
 - (g) **success of Victorian football:** to ensure the long-term success of the VFL Competition; and competitions managed under the jurisdiction of the Member; and to Reserve the traditions of football in Victoria.
- 3.4 Interpretation of this Clause 3
All other clauses of this Agreement and the Schedules shall be interpreted having particular regard to the provisions of Clause 3.2 and 3.3 hereof.

4. FEE

In consideration of the grant by AFL Victoria of rights and the benefits of membership herein set out, the Member shall pay to AFL Victoria by 1 March in each year during the term of this Agreement, an annual Membership Fee of ONE DOLLAR (\$1.00).

5. MEMBER BODY TO OBSERVE AFL VICTORIA RULES

The Member shall at all times in all respects comply with and observe and use its best endeavours to procure that each of its officers, servants and agents in all respects comply with and observe so far as they affect the Member, the Memorandum and Articles of Association of AFL Victoria, any Rules and Regulations of AFL Victoria from time to time in force and all determinations and resolutions of the Board of Directors of AFL Victoria which have been or may hereafter be made or passed.

6. MEMBER TO IMPLEMENT QUALITY PERFORMANCE

6.1 General obligation

The Member shall continuously strive and use its best endeavours to formulate, adopt and implement quality performance in all areas of its operations and activities, most particularly by meeting the requirements of this Agreement. AFL Victoria shall liaise with the Member to formulate consistent quality performance standards that will achieve the objectives.

6.2 Specific obligations

Without limiting the generality of the foregoing clause 6.1, the Member undertakes to liaise and co-operate with AFL Victoria in formulating quality performance management standards and to adopt and implement such standards in football competitions under the control of the Member. Such performance management standards shall include business plans, operating guidelines, minimum standards, performance benchmarks and codes of conduct as applicable from time to time.

7. AFFILIATION WITH ANOTHER FOOTBALL BODY

The Member shall not seek to affiliate with another football controlling body, or like organisation, of which AFL Victoria is, or is not a member, unless it first obtains the written approval of AFL Victoria. The Member shall not either directly or indirectly take, encourage or support any action which may lead to the creation of a controlling body for football outside the framework of AFL Victoria unless it first obtains the written approval of AFL Victoria.

8. ROLE AND OBLIGATIONS OF AFL VICTORIA

AFL Victoria shall:

- 8.1 Make Rules and Regulations as to lists of Players to be provided to AFL Clubs participating in the VFL Competition, and appropriately communicate and consult with the Member about issues that have direct impact on competitions under the control and jurisdiction of the Member.
- 8.2 Negotiate all Transfer Fees and Transfer Fee agreements with the AFL as AFL Victoria in its absolute discretion deems appropriate and after consultation with all the Members determine policies for the distribution of such funds amongst all the Members. Such distribution of AFL Transfer Fee entitlements to the Member will be acknowledged in Attachment 1.
- 8.3 Appoint a Board of Directors to be responsible for the operations of the FVD in accordance with the objectives and strategies of the FVD Development Plan determined from time to time by the FVD Board and approved by AFL Victoria.
- 8.4 Provide to the Member copies of its business plan and financial and periodic reports in order that the Member may be kept informed of such matters.
- 8.5 Continue to administer any Victorian Player transfer and interchange arrangements in operation from time to time between the AFL, AFL Victoria and the Member.
- 8.6 Provide at its discretion monetary and other incentives to the Member to enable it to benefit from the formation of new Clubs and teams and other football development programs conducted within the region.
- 8.7 Require the Member to show cause why any dispute involving the Member and any other football body in Victoria which has not been resolved by the Member and such other Body in a reasonable time should not be resolved by AFL Victoria.
- 8.8 Not directly or indirectly do any act or thing whereby any intellectual property of the Member used in connection with
 - (i) this Agreement may be prejudicially affected either during the Term or following the termination of this agreement
 - (ii) for whatever reason.
- 8.9 Assume sole and absolute responsibility for and indemnify and save harmless the Member from all and any claims, liabilities, suits, losses, expenses, actions, causes of actions, responsibilities or damages by reason of any claim, proceedings, action liability or injury arising out of football competitions conducted by AFL Victoria or out of AFL Victoria's relations with any third party.
- 8.10 Ensure that it and each of its officers, servants and agents concerned or taking part in the management of AFL Victoria will maintain a high and good reputation and shall not jointly or severally indulge in any act or behaviour calculated to or which might otherwise adversely affect the image or reputation of the Member or the game of Australian Football.

9. ROLE AND OBLIGATIONS OF MEMBER

The Member shall:

- 9.1 Take out and maintain policies of insurance for public liability for a cover of not less than TEN MILLION DOLLARS (\$10,000,000.00) and personal accident and injury for all persons under the control of the Member for a cover as agreed with FV and noted in Attachment 1. The Member shall from time to time when requested by AFL Victoria, provide a certificate(s) of currency for such policies and detail of the policy coverage and advise the insurer that it shall notify AFL Victoria directly of any change in or the termination of such policies.
- 9.2 Comply with all laws, statutes, Regulations and codes of practice generally affecting the Member.
- 9.3 Ensure that it and each of its officers, servants and agents concerned or taking part in the management of the Member will maintain a high and good reputation and shall not jointly or severally indulge in any act or behaviour calculated to or which might otherwise adversely affect the image or reputation of AFL Victoria or the game of Australian Football.
- 9.4 Not directly or indirectly do any act or thing whereby any intellectual property of AFL Victoria used in connection with this Agreement may be prejudicially affected either during the term of or following the termination of this agreement for whatever reason.
- 9.5 Support the implementation of programs by FV Development in accordance with the objectives and strategies of the AFL Victoria's Development plan.
- 9.6 Support the implementation of AFL Victoria talented Player and Umpire development programs through cooperation with regional staff.
- 9.7 Encourage and permit members of its staff to liaise and consult with members of the staff of AFL Victoria to ensure that the best and most appropriate football development outcomes are achieved in the region.
- 9.8 Apply any funding provided to it by AFL Victoria strictly in accordance with any directions of AFL Victoria and provide an audited account of the utilisation of any such funds as and when requested by AFL Victoria.
- 9.9 Where the engagement of any of its staff is funded in whole or part by AFL Victoria, not appoint any such staff without the prior written approval of AFL Victoria which approval shall not be unreasonably withheld.
- 9.10 Ensure that the Board of Directors or Executive Committee or equivalent Body of the Member shall attend meetings with the Board of Directors of AFL Victoria provided always that at least one such meeting shall be held annually.
- 9.11 Shall not incur, nor agree to incur, expenditure of any funds provided to the Member by AFL Victoria in any financial year without the prior written approval of AFL Victoria.
- 9.12 Shall use best endeavours to ensure that any Player from a competition under the control and jurisdiction of the Member who is drafted by an AFL Club is, upon being drafted, immediately released from any contractual obligations to such competition without payment by any AFL Club.
- 9.13 Ensure that all Rules and Regulations constituted in football competitions conducted under the control and jurisdiction of the Member are consistent and complementary to the VFL Player Rules and general Rules and Regulations.
- 9.14 Shall provide to AFL Victoria copies of its Business Plan, and Financial and Periodic Reports in order that AFL Victoria may be kept informed of such matters.
- 9.15 Utilise AFL Victoria as the forum for formulating submissions in relation to the AFL competition, any Rules or Regulations of the AFL affecting football in Victoria, and any other matter relating to football in Victoria.
- 9.16 Acknowledge AFL Victoria as an independent mediator to assist in the resolution of any dispute arising between the Member and any other football Body in Victoria.
- 9.17 Recognise that the transfer of football Leagues and/or Clubs between the Member and other Football Controlling Bodies in Victoria shall be subject to agreements as approved by AFL Victoria between the Member and other such controlling bodies, and that in any case, where a matter or dispute involves more than one Member, it shall be determined by an appeal process as determined by an Appeal Board appointed by AFL Victoria.
- 9.18 Ensure that the strategic and operational objectives of the Membership Agreement are accurately promoted in publications and media reports produced and circulated by the Member.
- 9.19 Acknowledge at all times that it is the role of AFL Victoria to formulate and present views on football in Victoria to State Government Bodies and private agencies and authorities.
- 9.20 Not lobby or seek to promote to State government bodies or private agencies or authorities any view inconsistent with that of AFL Victoria, without first seeking and obtaining the approval of AFL Victoria. AFL Victoria acknowledges that its approval shall be given in all cases and matters relating solely to the football competitions directly under the control and jurisdiction of the Member.

- 9.21 Assume sole and absolute responsibility for and indemnify and save harmless AFL Victoria from all and any claims, liabilities, suits, losses, expenses, actions, causes of action, responsibilities or damages by reason of any claim, proceedings, action, liability or injury arising out of football competitions directly under the control and jurisdiction of the Member or out of the Member's relations with any third party.

10. FUNDING

- 10.1. AFL Victoria will provide after due consultation such funding to the Member as in its absolute discretion may from time to time determine in order to assist the Member to discharge its obligations hereunder. Such funding is described in Attachment 2.
- 10.2. Should AFL Victoria determine to provide funding to the Member, in addition to that provided under Clauses 8.1 and 10.1, it may specify the terms and conditions upon which such funding is provided having regard to the capacity of the Member to meet the cost of its obligations and the covenants on its part to be observed and performed hereunder.

11. AFL VICTORIA TO PROVIDE ASSISTANCE TO THE MEMBER

AFL Victoria shall provide all reasonable assistance (not including financial assistance unless AFL Victoria otherwise decides) and advice to the Member as is mutually agreed from time to time to:

- (a) assist the Member in meeting its obligations under this Agreement; and
- (b) better ensure the achievement of its Objectives.

12. AGGREGATING ACTIVITIES AND SERVICES

Activities and services of AFL Victoria and the Member shall be combined when it is agreed between the parties that it is beneficial to do so. The provisions of this clause shall not apply to the management of Football competitions under the control and jurisdiction of the Member.

13. TERM

The term of this agreement shall commence on the date of execution hereof and shall continue until it is terminated in accordance with the provisions of Clauses 14, 15 and 16 hereof.

14. DEFAULT BY THE MEMBER

Provided that AFL Victoria has met its obligations to the Member under this Agreement, if in the reasonable opinion of AFL Victoria the Member is in material default in its obligations under this Agreement and such default is not rectified by the Member to the reasonable satisfaction of AFL Victoria within 30 days of the Member being notified in writing by AFL Victoria to remedy the default, AFL Victoria may in its discretion:

- (a) withhold funding from the Member;
- (b) impose any terms and conditions upon the provision of funding to the Member;
- (c) require the Member to take specific actions in respect of the conduct of its operations and activities;
- (d) terminate the Agreement; or
- (e) do any or all of the above.

15. TERMINATION BY AFL VICTORIA

Without prejudice to any other rights at law or in equity, AFL Victoria shall have the right to terminate this Agreement at any time forthwith upon written notice given to the Member where:

AFL Victoria determines in its absolute discretion that the Member has not performed satisfactorily in the role or in any of the obligations on its part to be observed and performed hereunder.

The Member fails to faithfully perform or observe any of the obligations on the part of the Member to be performed or observed hereunder, or does not prevent to be done any act or thing which reflects unfavourably upon the reputation, standing or goodwill of AFL Victoria or the game of Australian Football.

Any event occurs, which in the reasonable opinion of AFL Victoria, materially and prejudicially affects the financial position of the Member or the ability of the Member to duly and promptly observe and perform any of the obligations or covenants on its part to be observed and performed under this Agreement.

16. TERMINATION BY THE MEMBER

Without prejudice to any other rights at law or in equity, the Member shall have the right to terminate this Agreement at any time forthwith upon written notice given to AFL Victoria where:

The Member determines in its absolute discretion that AFL Victoria has not performed satisfactorily in the role or in any of the obligations on its part to be observed and performed hereunder.

AFL Victoria fails to faithfully perform or observe any of the obligations on the part of AFL Victoria to be performed or observed hereunder, or does not prevent to be done any act or thing which reflects unfavourably upon the reputation, standing or goodwill of the Member or the game of Australian Football.

Any event occurs, which in the reasonable opinion of the Member, materially and prejudicially affects the financial position of AFL Victoria or the ability of AFL Victoria to duly and promptly observe and perform any of the obligations or covenants on its part to be observed and performed under this Agreement.

17. EFFECT OF EXPIRATION

After the termination of this Agreement for whatever reason, the following shall apply:

- (a) neither Party shall represent directly or indirectly that any of the rights granted hereunder are continuing or in force nor that either Party has any sponsorship, approval or affiliation with the other Party;
- (b) any funding which is due to be paid by or to one Party pursuant to this Agreement after the date of termination, shall no longer be paid or be payable by that Party to the other Party;
- (c) the rights and obligations of the parties created in any other arrangement, agreement or understanding will not be affected.

NO ASSIGNMENT

This Agreement is personal to the parties to it and neither party shall assign or grant any sub-licence or otherwise deal with or transfer any of its rights or interests under this Agreement without the prior written consent of the other, which consent may be granted or withheld in the absolute discretion of the party from whom such consent is sought.

NOTICE

A party giving notice under this Agreement must do so in writing directed to the recipient's address specified in this Agreement or as agreed by any notice, and shall be hand delivered or sent by prepaid post or facsimile or electronically transmitted to that address. A notice shall be taken to be received:

- if hand delivery, on delivery;
- if sent by prepaid post, one day after the date of posting; or
- if sent by facsimile, when the sender's facsimile confirms successful transmission of the total number of pages of the notice by facsimile transmission report.
- if electronically transmitted, service of the notice shall take effect on the day of successful transmission.

CAPACITY

The parties hereto mutually agree and declare that:

They shall act in good faith toward each other in determining any disputes that may arise under or in relation to this Agreement or under or in relation to the conduct of Football in Victoria.

Each has the proper authority and has obtained all consents necessary to enter into and be bound by the terms of this Agreement.

There is no impediment or encumbrance, which would prevent the other party from taking and obtaining the full benefit of the provisions of this Agreement.

Neither shall enter into any arrangements, agreement, contract or undertaking during the term of this Agreement, which would prejudice or interfere with the right of the other party to the full benefit of the provisions of this Agreement.

NO WAIVER

A failure, delay, relaxation or indulgence on the part of any Party in exercising any power or right conferred upon such Party under this Agreement shall not operate as a waiver of such power or right, nor shall any single or partial exercise of any such power or right preclude the exercise of any other power or right under this Agreement.

ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and understanding between the parties and none of the provisions of this Agreement shall be amended, modified or supplemented except by written instrument executed by the parties. Without limiting the generality of this clause, the Member acknowledges and declares that in entering into this Agreement, the Member has not relied on any promise, representation, warranty or undertaking given or purported to have been given by or on behalf of AFL Victoria or any servant or agent of AFL Victoria, and in particular but without limitation, in relation to any funding to be provided to the Member and there are no representations, promises, agreements, warranties, covenants or undertakings other than those expressly set out herein.

GENERAL

Covenant to make further assurances

AFL Victoria and the Member shall do all such acts and things as may be necessary more fully to ensure the effective operation of this Agreement according to its terms and the attainment of the Objectives.

No Partnership or Agency

- (a) Nothing in this Agreement shall create or constitute or be deemed to create or constitute a partnership between the parties for the purposes of the Income Tax Assessment Act or any other law of any jurisdiction.
- (b) Nothing in this Agreement authorises either party to act or represent or hold itself out as having authority to act as agent of or in any way bind or commit the other party to any obligation.

Amendments to Agreement

No amendments to this Agreement shall be of any effect unless in writing and executed by both of the parties.

Governing Law

This Agreement shall be governed by and construed with reference to the laws in force in the State of Victoria and each of the parties hereby submits unconditionally to the jurisdiction of the appropriate courts of the State of Victoria and any courts competent to hear appeals there from.

No Merger of Rights

None of the terms of this Agreement, or anything done under or by virtue of this Agreement or any other agreement, instrument or document, or judgment or order of any court or judicial proceeding, will operate as a merger of any of the rights and remedies of the parties under this Agreement, and those rights and remedies will at all times continue in force.

Reading down

If any provision of this Agreement is void, voidable, unenforceable or illegal in its terms, but would not be void, voidable, unenforceable or illegal if it were read down and it is capable of being read down, that provision will be read down accordingly.

Severance

If, notwithstanding sub-clause 23.6 a provision is still void, voidable, unenforceable or illegal:

- (a) if the provision would not be void, voidable, unenforceable or illegal if a word or words were omitted, that word or those words are severed; and
- (b) in any other case, the whole provision is severed, and the remainder of this Agreement will be of full force and effect.

Invalid provisions

Any provision in this Agreement which is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of that prohibition or unenforceability without invalidating the remaining provisions or affecting the validity or enforceability of that provision in another jurisdiction.

Dispute resolution

- (a) The parties shall attempt to settle by negotiation any dispute in relation to this Agreement.
- (b) Any dispute not so settled shall be referred to a mediator acceptable to both parties.
- (c) Any dispute not so settled shall be referred to an Arbitrator acceptable to both parties for arbitration and adjudication and the decision of the Arbitrator shall be final and binding on the parties.
- (d) Notwithstanding the existence of a dispute, each party shall continue to perform its obligations under this Agreement.

Counterparts

This Agreement may be executed in any number of counterparts and all counterparts when executed and taken together will constitute this Agreement.

THE COMMON SEAL of
FOOTBALL VICTORIA LIMITED(a.c.n.004 246 253)
trading as VICTORIAN FOOTBALL LEAGUE
was affixed by the authority of the Board of Directors
in the presence of:

)
)
)
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)

.....
Signature of Director

.....
Signature of Director

.....
Name of Director

.....
Name of Director

THE COMMON SEAL of
was affixed by the
authority of the Board of Directors
in the presence of:

)
)
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.....
Signature of Director

.....
Signature of Director

.....
Name of Director

.....
Name of Director

APPENDIX A

APPENDIX TO THE CONSTITUTION BY-LAWS OF THE EXECUTIVE

1. The Executive shall meet at appointed time and place acceptable to the majority of members present at the previous meeting, or as required by the Chief Executive Officer (CEO) or President.
2. Voting shall be a show of hands unless a ballot is demanded by three (3) members.

ORDER OF BUSINESS EXECUTIVE

1. Reading and confirmation of Minutes of previous meeting.
2. Items received by the Chief Executive Officer (CEO) 24 hours before the meeting.

GENERAL BY-LAWS

1. At the meeting of the League other than special or emergency meetings called for the purpose, the order of business shall be:
 - (a) reading and confirmation of Minutes.
 - (b) roll call.
 - (c) items received by the Chief Executive Officer (CEO) 24 hours before the meeting and other matters as required by the Chief Executive Officer (CEO) or Executive.
2. At all elections each member shall be entitled to vote as per 11.5 of the rules.
3. The Chairperson shall put all questions to the affirmative and then in the negative, and may do so as often as may be necessary to enable him/her to determine the sense of the meeting thereon, and there upon he/she shall declare his/her decision which shall be final, unless a divisions or ballot may be called for.
4. No motion shall be discussed until it is seconded, and when seconded shall not be withdrawn without the leave of the meeting and the mover and seconder.
5. No notice of motion which shall have been entered on the business paper shall be proceeded with in the absence of the member by whom such notice shall have been given, unless some other member producing written authority for that purpose for such first named member.
6. When a motion shall have been moved and seconded any member shall be at liberty to move an amendment thereon which shall not be discussed until it is seconded.
7. No second amendment shall be taken into consideration until the previous amendment shall have been disposed of.
8. If an amendment be carried, the question as thereby amended shall become the question before the meeting whereupon any other amendment upon it may be moved.
9. If any amendment, either upon the original motion, or upon any amended motion, shall be negatived, then a further amendment (if not to the same effect as that already negatived) may be moved to the motion in which such first named amendment was moved and so on, provided that not more than one question and one proposed amendment thereon shall before the League at one time.
10. No member shall speak twice on the same question unless in explanation, and then only with the permission of the Chairperson provided always that any member having previously spoken on the original question shall be entitled to speak once on each amendment and that the mover of the original question shall have the right of final reply.
11. No member shall speak on any motion for a period longer than five (5) minutes without the consent of the meeting.

12. No members shall have any offensive personal reflections upon, or impute any improper motives to any other member or officer, and any member so offending shall immediately upon being thereto required by the Chairperson withdraw such offensive expressions and retract any such imputations. Failure to comply, the offending member shall immediately leave the meeting and shall not be permitted to attend any further functions of the League until he/she has complied with the Chairperson's ruling.
13. The Chairperson shall reserve order and may at any time call to order any member who he/she may deem to be out of order and when two (2) or more members rise to speak at the same time he/she shall decide which member shall be heard first.
14. Any member may call to the attention of the Chairperson to any other member being out of order to any point of order.
15. Every point shall be taken into consideration immediately upon its rising and decided by the Chairperson.
16. A motion of the "previous question" ie. that the question be now put shall be dealt with an amendment and shall take precedence over all other amendments: and if it be carried, the original question is to be put forthwith, without permitting adjournment, amendment, or debate.
17. These by-law's shall not be repealed or altered nor shall any new by-laws be adopted without the consent of a three-fourth majority of the members present at the meeting and unless 14 days notice previous shall have been given by circular by the Chief Executive Officer (CEO) of such proposed repeal, alteration or adoption.
18. If the Chairperson's ruling is disagreed with, he/she shall immediately vacate the chair and another Chairperson be elected who shall give their views on the question in dispute, immediately after which a vote shall be taken. If the motion is carried, the Chairperson shall resume his/her seat and deal with the question in dispute as ruled by the meeting.

APPENDIX B

FOR THE INFORMATION OF CLUB OFFICIALS, THE FORMS USED FOR TRANSFER AND REGISTRATION OF PLAYERS AGE COMMENTED ON HEREUNDER (Subject to Change)

PLAYERS REGISTRATION

A printed form endorsed "Application to Play" by AFL Victoria is to be used for the registration of all new players. Players match record forms: a domestic form used for the purpose of complete record of players.

CLEARANCE

To be used for the transfer of players between clubs or bodies affiliated with AFL Victoria and any other League.

FINANCIAL ENDORSEMENT (AFL VICTORIA)

To be used for free interchange of players between clubs or bodies affiliated with AFL Victoria. These forms only apply for the current season and are issued by the club with whom the players was originally registered if a free interchange has been approved by the League. Clubs must approve a players transfer provided that he/she is financial. Players transferring to AFL or TAC Cup teams shall sign the required forms which will be forwarded to the Players controlling body for endorsement and the players club notified in accordance with AFL and AFL Victoria Rules.

DOMESTIC RULE - UNDER 11, UNDER 10 AND UNDER 9 TEAM SHEETS

Players playing in Under 11, Under 10 and Under 9 grade football shall not be required to sign team sheet provided that:

1. players listed on any club team sheet are registered players with the League.
2. the team manager of each team shall sign the team sheet and by so doing certifies that players listed are registered and is the player participating.
3. the opposing coach may on request to the umpire not later the three quarter time request the signature of any opposing player to sign the team sheet opposite his/her name in the presence of the umpire at the conclusion of the match. Upon such request the field umpire shall immediately advise the other coach to present the player(s) required to him/her before leaving the field at the conclusion of the match.
4. failure to comply with clauses 1, 2 and 3 or player found to be ineligible will render the defaulting team liable to penalty and loss of match points and suspension of player(s) at the sole discretion of the Executive, who decision shall be final and binding.

APPENDIX C

WRFL APPEAL BOARD GUIDELINES (DELETED (SCOMM 11/03/2003))

APPENDIX D

WRFL TRIBUNAL PROCEDURE GUIDELINES

Guidelines to be prepared by the Tribunal, which will then be incorporated herein from time to time and all affiliated bodies will be advised.

APPENDIX E

WRFL PLAYER CONTRACT

This contract is made on the _____ day of _____ 200 _____ between the following parties:

(Insert full name and address of the Player); and

(Insert name and address of Club)

RECITALS

- A. The club is a member of the WRFL (WRFL).
- B. The player is a person who is entitled to play Australian Rules football in the competition which is administered by the WRFL.
- C. The club wishes to contract the player to play Australian Rules football for the club.
- D. The player consents to play Australian Rules football for the club.
- E. The club and the player have agreed to enter into this contract to evidence the terms and conditions of the appointment of the player.

THE PARTIES AGREE

In consideration of, among other things, the mutual promises contained in this contract, the parties agree as follows:

1. TERM

- 1.1 This contract applies for the following Australian Rules football playing season(s) *(indicate in years, ie, 2006, 2007)*.
- 1.2 This contract commences on the date it is signed by the parties and will terminate on the 31st day of October in the last year referred to in clause 1.1 of this contract (term).

2. REMUNERATION

- 2.1 The club will pay to the player the remuneration which is set out as follows:

Match payments	\$	(for each Senior match played)
	\$	(for each Reserves match played)
Base salary	\$	(per season regardless of matches played)
Other	\$	
- 2.2 The club agrees to comply with any relevant law as a result of engaging the player for services associated with the club.
- 2.3 The player will be paid *[insert how and when the player be paid]*.
- 2.4 The parties agree that the club has the right to impose a financial penalty on the player for any breach of this contract.

.....
Club Initial Player Initial

2.5 If at any time during the term of this contract, the player is unavailable to play for the club:

- (a) as a result of suspension, disqualification or deregistration by the WRFL Tribunal, or the WRFL or the club for a breach of the WRFL Constitution, Rules, Regulations or determinations of the WRFL or the club; or
- (b) by virtue of his inclusion on the Senior or rookie list of an AFL or VFL club or in the team of an AFL or VFL club pursuant to the Player Rules of both the AFL and the VFL;

the club may at its discretion, terminate or reduce all payments to which the player would otherwise have been entitled in respect of such matches or period when the player was unable to play football for the club as a result of unavailability.

3. SPECIAL CONDITIONS

The player agrees to perform the following special conditions for the term of this contract:

4. GENERAL PLAYER OBLIGATIONS

The player agrees as follows:

- (a) to attend all training sessions and team meetings of the club;
- (b) to obey all reasonable directions of the Senior coach, club President, club Secretary and any other authorised representative of the club;
- (c) to play in all football matches in which the player is selected to play or as otherwise directed by the club unless a duly qualified medical practitioner rules the player is unfit to play;
- (d) to comply with all reasonable requirements of the club relating to preparation for matches, attendance at social functions, behaviour and dress;
- (e) not to play or train with any other club or team (save for a Victorian representative team or a WRFL representative team) without first obtaining the written consent of the club;
- (f) not to enter into any contract, agreement, arrangement, understanding or option to play Australian Rules football for any other club, company, person or entity without first obtaining the written consent of the club;
- (g) to do everything reasonably necessary to obtain and maintain the best possible physical condition so as to render the most efficient service to the club;
- (h) to disclose to the club any physical or medical condition or ailment which could affect the ability of the player to carry out his obligations under this contract;
- (i) to maintain membership of a recognised hospital and medical benefits fund which provides hospital, medical and dental benefits coverage and includes ambulance subscription;
- (j) during WRFL matches, wear only such items of playing apparel as may be approved of or prescribed by the WRFL;

.....
Club Initial Player Initial

- (k) not to comment on a matter which the club has notified the player is a matter upon which players of the club are not to comment publicly;
- (l) to take upon himself the risk, both physical and legal, of injury arising in the course of training for and participating in a game of Australian Rules football;
- (m) to give the club authorisation to use his name, photograph, likeness, reputation and identity for promotional purposes and advertising the game of football and the business and undertaking of the club.

5. CLUB OBLIGATIONS

The club agrees as follows:

- (a) to pay the player the amounts set out in clause 2 of this contract, in the manner specified in the contract;
- (b) to make available for the benefit of the player reasonable medical and training facilities and staff at each training session and for each match in which the club participates;
- (c) the parties acknowledge that the player will be covered by the insurance arrangements entered into by the WRFL on behalf of the club and the player for the duration of this contract, and for the period that the player is playing Australian Rules football for the club.

6. JOINT PLAYER AND CLUB OBLIGATIONS

- 6.1 The club and the player jointly and separately acknowledge and agree to comply with and observe the Constitution, Rules, Regulations, determinations and resolutions of the WRFL that are in force from time to time during the term of the contract.
- 6.2 The club and the player also jointly and separately acknowledge and agree to comply with and observe any Australian Football League (AFL) Law, the AFL Code of Conduct and any AFL or AFL Victoria Rules, Regulations, policies and procedures which are relevant to the WRFL competition and that are in force from time to time during the term of the contract.

7. DISPUTE

- 7.1 In the event of a dispute arising between the parties during the term of this contract or following the termination of the contract, the parties must attempt to resolve the matter between themselves within 14 days of the dispute arising.
- 7.2 If the parties are not able to resolve the matter themselves, the parties may attempt to resolve the matter as appropriate in the circumstances and after having regard to clause 11 of this contract.

8. TERMINATION

This contract may be terminated by:

- (a) the club if the player is in breach of any of his obligations under this contract and the breach continues for a period of 14 days after notice in writing by the club to the player requiring the breach to be remedied;
- (b) the player if the club is in breach of any of its obligations under this contract and the breach continues for a period of 14 days after notice in writing by the player to the club requiring the breach to be remedied;

.....

Club Initial Player Initial

- (c) the player immediately by notice in writing given to the club upon his name being included, in accordance with the Rules of the AFL or the Victorian Football League (VFL), on the official list of players of any team competing in the AFL or VFL competitions.

9. PLAYER MOVEMENT TO AFL/VFL

- 9.1 The player will remain contracted with the club until the expiration of the contract or unless the contract is terminated by the player in accordance with clause 8(c) of this contract. It is agreed by the parties to this contract that either an AFL or a VFL contract will take precedence over this contract and that the Rules and Regulations of the AFL or VFL will be adhered to in accordance with clause 6.2 of this contract.
- 9.2 The player agrees that he will not use the provisions in clauses 8(c) and 9.1 of this contract to terminate his contract with the club in order to play for another club during the term of this contract.

10. PLAYER TRANSFER/CLEARANCE

The parties acknowledge that this contract will not be valid and effective until the player has received the required transfer/clearance authorisation from either his former club and/or the football League where the player has previously played Australian Rules football and remains eligible to participate as a player.

11. GOVERNING LAW

This contract shall be governed by the Laws of the State of Victoria, and the parties submit to the exclusive jurisdiction of the Courts of that State.

12. WAIVER

This contract may only be varied by written agreement between the parties.

13. ENTIRE AGREEMENT

This contract constitutes the entire agreement between the parties and supersedes all previous agreements, arrangements, understandings, representations or communications in relation to or incidental to the subject matter of this contract.

.....
(Player Signature)

.....

Club Initial Player Initial

ACKNOWLEDGEMENT

The club and player acknowledge that by signing this contract, they have read, understood and agreed to be bound by the terms contained in this contract.

Executed as a contract:

Signed by:

.....
(Player Signature)

(Name of Player)

.....
(Club Representative Signature)

(Name of Club Representative)

(Position of Club Representative)

Signed in the presence of:

.....
(Witness Signature)

(Name of Witness)

A signed copy of this contract should be retained by both the player and the club.

A copy of this contract must be lodged by the club with the WRFL. The contract will be treated confidentially by the WRFL.

APPENDIX F

WRFL CODE OF CONDUCT

PREAMBLE

The WRFL view the development and expansion of under age football as a vital component in the promoting and maintaining Australian Rules football as a major sport throughout Australia.

To this end, it is important that as many children as possible not only learn the skills of the game, but are encouraged to develop an enthusiastic enjoyment of all aspects of the sport.

The Junior Board of the WRFL feels it essential to set down of a minimum code of conduct. This WRFL's Junior Board has found it most challenging to make the split between actual conduct of all those involved in under age football and those philosophies that we believe are critical to the overall conduct.

With this in mind, we have opted to make a dual presentation as follows:

1. A Code of Conduct for Junior players, club officials, coaches and spectators.
2. Philosophies intrinsic to under age football.

CODE OF CONDUCT

- Consumption of alcohol is strictly prohibited at any venue while under age football is being conducted.
- Players, spectators and officials should ensure that both on and off field behaviour is consistent with the principles of good sportsmanship.

Therefore:

- Swearing or abuse by either club official, player or spectator is not permissible at any time.
- Disputing umpire's decisions or behaving in an aggressive manner toward them is unacceptable. If there is a genuine concern, there are appropriate channels of communication in place.
- Aggressive behaviour and abuse toward opposition players, coaches, club officials or spectators is likewise unacceptable.
- All accredited coaches should be assessed by clubs regarding their knowledge of the Rules of the WRFL and their attitude toward working with young people. If their attitude or knowledge is inadequate, steps should be taken to enable them to attend the next available Coaches Accreditation Course for a further re-accreditation. Common sense should prevail if there is an attitudinal problem.

PHILOSOPHIES REQUIRED TO SUPPORT CODE OF CONDUCT

- All participants should understand that the Rules of the game are mutual agreements which no-one should evade or break. All those involved in under age football should strive to develop a respect for the League in which they participate, their club and their opponents.
- We all have an obligation to behave in a manner that will bring credit to ourselves, our club and the game of Australian Rules football.
- Players should be proud when walking off the ground after each game knowing they have given of their best.
- For the game to be enjoyable, players must have the opportunity to participate, learn and achieve their potential. The role of adults is to provide the environment for this to occur.
- Selection of teams and amount of field time given to players in under age football should not be decided on current ability only.
- Coaches must take into account the age group and skill level of those they are coaching - neither expecting too much nor too little.
- It is inappropriate in under age football for clubs with a large list of players in any one age group to neither loan nor make allowances for those clubs with smaller lists. Those teams with the greater number should play with no more than one extra player on the field.

PLAYERS' CODE OF CONDUCT

- Play for the "fun of it" and not just to please parents and coaches.
- Play by the rules.
- Never argue with an official. If you disagree, have your captain or coach approach the official during a break or after the game.
- Control your temper. Verbal abuse of officials or other players, deliberately fouling or provoking an opponent and throwing equipment is not acceptable or permitted in any sport.
- Work equally hard for yourself and your team. Your team's performance will benefit so will you.
- Be a good sport. Cheer all good plays whether they are by your team or the other team.
- Treat all players as you would like to be treated. Do not interfere with, bully or take unfair advantage of another player.
- Co-operate with your coach, team-mates and opponents.
- Without them there would be no game.
- At all times show respect and manners to every one concerned.

OFFICIALS' CODE OF CONDUCT

- Modify Rules and Regulations to match the skill of children and their needs.
- Compliment both teams on their effort.
- Be consistent, objective and courteous in calling all infractions.
- Condemn the deliberate foul as being unsportsmanlike and promote fair play and appropriate sports behaviour.
- Use common sense to ensure that overcalling violations does not lose the "spirit of the game" for children.
- Publicly encourage rule changes, which will enforce the principals of participation for fun and enjoyment.
- Actions speak larger than words. Ensure that both on and off the field your behaviour is consistent with the principals of good sportsmanship.
- Make a personal commitment to keep yourself informed of sound officiating principals and the principals of growth and development of children.

PARENTS' CODE OF CONDUCT

- If children are interested, encourage them to play sport. However, if a child is not willing to play, do not force him/her.
- Focus upon the child's effort and performance rather than the overall outcome of the event. This assists the child in setting realistic goals related to his/her ability by reducing the emphasis on winning.
- Teach children that an honest effort is as important as victory so that the result of each game is accepted without undue disappointment.
- Encourage children to always play according to the rules.
- Never ridicule or yell at a child for making a mistake or losing a game.
- Remember that children learn best from example. Applaud good plays by both teams.
- If you disagree with an official, raise the issue through the appropriate channel rather than question the official's judgement and honesty in public. Remember that most officials give their time and effort for your child's involvement.
- Support all efforts to remove verbal and physical abuse from sporting activities.
- Recognise the value and importance of volunteer coaches. They give of their time and resources to provide recreational activities for the children and deserve your support.
- Always remember two points: sportsmanship but most importantly let's all have fun.

SPECTATORS' CODE OF CONDUCT

- Children play organised sports for fun. They are not playing for the entertainment of spectators only, nor are they miniature professionals.

- Applaud good performance and efforts by your team and the opponents. Congratulate both teams upon their performance regardless of the games outcome.
- Respect the officials' decision. If there is a disagreement, follow the appropriate procedure in order to question the decision and teach the children to do likewise.
- Never ridicule or scold a child for making a mistake during a competition. Positive comments are motivational.
- Condemn the use of violence in any form, be it by spectators, coaches, officials or players.
- Show respect for your teams opponents, without them there would be no game.
- Encourage players to play according to the rules and the officials' decisions.
- Demonstrate appropriate social behaviour by not using foul language, harassing players, coaches or officials.

COACHES' CODE OF CONDUCT

- Abide by the Laws and Rules. The Laws of the Game and Rules of your Club/League.
- Teach the rules. Rules are mutual agreements which nobody should break.
- Group players competitively.
- Avoid overplaying talented players.
- Maximise fun. Place winning in perspective.
- Stress safety always.
- Consider maturity levels. Devise training programs to suit all.
- Develop team respect. For opponents, umpires and coaches.
- Recognise the importance of proper injury treatment.
- Keep up to date. With coaching developments.
- Attain coaching accreditation.
- Avoid derogatory language. Based on gender or race.