



## NATIONAL ARBITRATION TRIBUNAL REGULATIONS

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## 1. DEFINITIONS AND INTERPRETATION

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### 1.1 In these Regulations:

**A-League** means the senior men's national competition staged in Australia and New Zealand by FFA, known as the Hyundai A-League competition or such other name as notified by FFA from time to time.

**A-League Club** means a football club licensed by FFA to enter a team into the A-League.

**Administrator** means the person appointed by FFA in accordance with clause 3.1 from time to time to administer these Regulations.

**Affected Party** means a party listed in clause 4.1 whose rights will be, or may be, affected by a Determination or Determination on appeal (as applicable) based on the relief sought by an Applicant or Appellant as described in clauses 6.2 or 17.2(b) (as applicable).

**Appellant** has the meaning given in clause 17.2(b).

**Appellee** has the meaning given in clause 17.2(b)(ii).

**Applicant** has the meaning given in clause 6.2.

**Application Form** means the prescribed form:

- (a) a party must use to apply for determination of a Dispute before the National Arbitration Tribunal;
- (b) a party must use to appeal a Determination of a Panel;
- (c) an Affected Party must use to apply to join any proceedings; and
- (d) FFA must use to join any proceedings.

in the form as attached in Annexure A or as amended by FFA from time to time.

**Arbitrator** means a member of the National Arbitration Tribunal appointed by FFA from time to time.

**Business Day** means a day when the offices of FFA are ordinarily open for business.

**Determination** means a determination of a Dispute by a Panel of Arbitrators to be in the form and having the content prescribed in clause 13.

**Dispute** has the meaning set out in clause 4.1.

**FFA** means Football Federation Australia Limited.

**FFA Club** means an A-League Club, National Youth League Club or W-League Club.

**National Arbitration Tribunal** means the independent body established by these Regulations to hear and determine Disputes.

**National Youth League** means the youth men's national competition staged in Australia by FFA, known as the Foxtel National Youth League competition or such other name as notified by FFA from time to time.

**National Youth League Club** means a football club licensed by FFA to enter a team into the National Youth League.

**Panel** means a panel of one (1) or three (3) Arbitrators convened to hear and determine a Dispute in accordance with these Regulations.

**Respondent** has the meaning given in clause 6.2.

**Solidarity Contribution** has meaning given to it in the National Registration Regulations.

**Training Compensation** has meaning given to it in the National Registration Regulations.

**W-League** means the senior women's national competition staged in Australia by FFA, known as the Westfield W-League competition or such other name as notified by FFA from time to time.

**W-League Club** means a football club licensed by FFA to enter a team into the W-League.

- 1.2 All other capitalised terms used but not defined in these Regulations have the meaning given to them in the Constitution and in the event of conflict between meanings given to them in the Constitution, the meaning given to them in the Constitution will apply.
- 1.3 These Regulations must be interpreted in accordance with articles 43.2, 43.3, 43.4 and 43.5 of the Constitution.

## 2. SCOPE, APPLICATION AND OBJECTIVES OF REGULATIONS

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- 2.1 These National Arbitration Tribunal Regulations (**Regulations**) form part of the FFA Statutes and apply to determine the rules and procedures for the resolution of a Dispute.
- 2.2 The objective of these Regulations is to enable the National Arbitration Tribunal to hear and determine Disputes justly and to this end:
  - (a) enshrine the right of a party to be heard before an independent and impartial body in a fair and equitable manner;
  - (b) save parties time and expense; and
  - (c) ensure matters are dealt with fairly and expeditiously.
- 2.3 FFA has the right to be heard and to make submissions at any time in relation to a Dispute to which it is not a party (including in relation to an appeal) if FFA considers that any decision in relation to that Dispute has the potential to affect FFA or football generally or is a matter of general importance to football.
- 2.4 FFA and each of its Constituents submit to the jurisdiction outlined in these Regulations and agree that:
  - (a) all Disputes will be solely and exclusively heard and determined by the National Arbitration Tribunal;
  - (b) it will not attempt to resolve any Dispute in any court of law or tribunal; and
  - (c) a Determination made in accordance with these Regulations is final and binding on all parties.

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### 3. ADMINISTRATOR

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- 3.1 FFA must appoint an Administrator from time to time to ensure the operation of these Regulations.
- 3.2 The Administrator must:
- (a) collate all submissions, documents and evidence received by the parties or relevant to the Dispute;
  - (b) provide copies of notices and Determinations to the parties to the Dispute;
  - (c) convene the Panel in accordance with clause 5;
  - (d) be the central point of contact for the parties to a Dispute; and
  - (e) perform all tasks prescribed to the Administrator and any incidental tasks necessary to ensure the smooth and efficient operation of these Regulations.
- 3.3 All notifications and communications that the Panel intends for the parties (and vice versa) must be made through the Administrator.
- 3.4 The Administrator may issue orders to the parties of an administrative nature.

### 4. JURISDICTION

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- 4.1 The National Arbitration Tribunal has jurisdiction to determine:
- (a) legal disputes arising out of or in connection with a contractual relationship between:
    - (i) FFA and an FFA Club;
    - (ii) an FFA Club and an FFA Club;
    - (iii) FFA and a State Body Member;
    - (iv) an FFA Club and a State Body Member;
    - (v) FFA and a District Association;
    - (vi) an FFA Club and a District Association; or
    - (vii) a State Body Member and a State Body Member.
  - (b) disputes between Clubs relating to Training Compensation;
  - (c) disputes between Clubs relating to the Solidarity Contribution provided that the transfer of a player at the basis of the dispute occurs between Clubs, but excluding matters that fall within the exclusive jurisdiction of FIFA or the jurisdiction of the Judicial Bodies By-Law or National Dispute Resolution Chamber Regulations.
- 4.2 Where the chair of the Disciplinary and Ethics Committee has made a direction pursuant to clause 7.5 of the Grievance Procedure By-Law, the dispute must be heard by the Judicial Bodies notwithstanding that the dispute would otherwise fall within the jurisdiction of clause 4.1.

- 4.3 If a Panel considers that a matter raises a disciplinary issue, the Panel must submit the file to the chair of the Disciplinary and Ethics Committee Disciplinary and Ethics Committee for determination.

## 5. COMPOSITION AND FORMATION OF THE NATIONAL ARBITRATION TRIBUNAL

### 5.1 Composition of the National Arbitration Tribunal

- (a) FFA will establish and maintain a roster of Arbitrators necessary for the proper functioning of the National Arbitration Tribunal.
- (b) To be eligible for nomination and appointment to the National Arbitration Tribunal in accordance with this clause 3, an Arbitrator must have the experience or skills suitable to the function of the National Arbitration Tribunal, including a barrister or solicitor.
- (c) An Arbitrator must be removed from the roster of Arbitrators:
  - (i) if he or she resigns;
  - (ii) if removed or withdrawn from the roster of Arbitrators by FFA;
  - (iii) if he or she accepts a disqualifying position (being the position of director, officer, employee, consultant or contractor of FFA, a State Body Member, a Club, the PFA or is a Player); or
  - (iv) if he or she is no longer able to act.
- (d) If an Arbitrator is removed in accordance with clause 5.1(c) then:
  - (i) if the Arbitrator is sitting as a single arbitrator, all aspects of the proceedings in which the replaced Arbitrator took part will be deemed invalid and must be repeated; and
  - (ii) if the Arbitrator is sitting as a member of a Panel of three arbitrators, the proceedings which the replaced Arbitrator took part will be deemed valid and need not be re-heard unless the Arbitrator appointed as chair of the Panel, in his or her discretion, determines otherwise having regard to the objectives in clause 2.2.
- (e) FFA will endeavour to fill vacancies on the roster of Arbitrators as soon as possible.

### 5.2 Formation of a Panel

- (a) Subject to clause 5.2(b), Disputes at first instance will be heard by a Panel consisting of a single Arbitrator appointed by the Administrator.
- (b) A party to a Dispute (excluding an Affected Party joining the proceedings in accordance with clause 8.3) may petition the Administrator to convene a Panel of three (3) Arbitrators only on the grounds that the Dispute involves complex or serious questions of fact or law or matters likely to be of a precedential nature. In this case, the Administrator may decide in his or her sole and absolute discretion to

have the matter heard by a single Arbitrator or a Panel of three (3) Arbitrators (without having to give reasons for such decision).

- (c) An appeal from a decision of a single Arbitrator will be heard by a Panel consisting of three (3) Arbitrators appointed by the Administrator, including the chair of the Panel.

## 6. APPLICATION FOR DETERMINATION

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- 6.1 An application for Determination of a Dispute may only be initiated by party listed in clause 4.1.
- 6.2 If a party listed in clause 4.1 wants the National Arbitration Tribunal to hear and determine a Dispute (**Applicant**) they must :
  - (a) pay FFA a non-refundable application fee of \$500; and
  - (b) lodge a completed and signed Application Form with the Administrator, copied to the other party (**Respondent**) and any person who is an Affected Party.
- 6.3 A hearing will not be convened unless and the application fee of \$500 has been received by FFA.
- 6.4 The Application Form must be signed by the Applicant and contain the following mandatory information (in addition to any other relevant mandatory information provided for in the Application Form):
  - (a) the name and contact details of the Applicant and the Respondent;
  - (b) the name and contact details of any Affected Party;
  - (c) the date on which the event or non-event giving rise to the Dispute took place or concluded (if a series of events);
  - (d) a statement summarising the alleged facts and any legal arguments;
  - (e) an explanation of the provision of the relevant agreement that is alleged to have been breached giving rise to the dispute;
  - (f) the specific relief sought; and
  - (g) evidence of payment to FFA of the application fee of \$500.

## 7. APPLICABLE TIMEFRAMES AND LIMITATION PERIODS

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### 7.1 Applicable Timeframes

- (a) If a party has an express contractual obligation to refer a Dispute to the National Arbitration Tribunal under these Regulations within certain timeframes, that party must do so in accordance with those timeframes failing which the Administrator must not accept an application for determination.
- (b) It is incumbent upon the Applicant to provide proof that the time limit has been observed.

- (c) If a Dispute is urgent and any further discussion between the parties is unlikely to resolve that Dispute, such urgency may be indicated on the Application Form which may be taken into account by the Administrator when convening the Panel in accordance with these Regulations.

## 7.2 Limitation Periods

- (a) Subject to clauses 7.1(a) and 7.2(b), any application for Determination under these Regulations may not be commenced and the Administrator must not accept any applications for Determination, if more than two (2) years have elapsed since the events giving rise to the Dispute took place and an application which complies with clauses 6.1 and 6.4 has not been lodged with the Administrator within that limitation period.
- (b) The limitation period starts the day on which the events giving rise to the Dispute took place or concluded (if a series of events). For the avoidance of doubt, this does not preclude the lodgement of appeals after the expiry of the limitation period provided that the initial application to which the appeal relates (which complies with clauses 6.1 and 6.4) was lodged within time.
- (c) The limitation period will expire at midnight on the last day of the limitation period. If the last day of the limitation period is not a Business Day, the limitation period will expire at midnight on the next Business Day.
- (d) The Panel may extend the period set out in clause 7.2(a) in exceptional circumstances.

## 8. AFFECTED PARTY

- 8.1 If an Applicant has not identified an Affected Party on its Application Form and a person that is an Affected Party wishes to participate in the relevant proceedings, that person may lodge a completed and signed Application Form with the Administrator as an Affected Party.
- 8.2 The Application Form must be signed by the Affected Party and contain the following mandatory information (in addition to any other relevant mandatory information provided for in the Application Form):
  - (a) the name and contact details of the Affected Party;
  - (b) a statement summarising the basis upon which the Affected Party's legal rights will be, or may be, affected by a Determination based on the relief sought by an Applicant as described in clause 6.4(f);
  - (c) a statement summarising any relevant alleged facts and any legal arguments; and
  - (d) a description of the relief sought,
- 8.3 A person:
  - (a) named in an Applicant's Application Form as an Affected Party; or
  - (b) who lodges an Application Form which complies with clauses 8.1 and 8.2,

may, with the leave of the Panel, join the proceedings as an Affected Party.

- 8.4 An Affected Party who joins the proceedings in accordance with clause 8.3:
- (a) may participate in the proceedings as a party in the proceedings;
  - (b) agrees to be bound by these Regulations; and
  - (c) agrees to be bound by any Determination.

## 9. PRE-HEARING PROCEDURE

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- 9.1 Once the Administrator receives an Application Form which complies with these Regulations, the Administrator must convene the Panel within twenty one (21) days.
- 9.2 Once convened, the Panel must issue directions with respect to the proceedings as soon as practicable and convene a date for the hearing being no later than twenty one (21) days of being convened (or as soon as possible thereafter).
- 9.3 If a party fails to comply with any directions of the Panel or any timetable as determined by the directions hearing without showing sufficient cause for such failure, and that party is:
- (a) the Applicant, the Panel may continue the proceedings; or
  - (b) the Respondent or an Affected Party (who joins the proceedings in accordance with clause 8.3), the Panel must continue the proceedings.

## 10. CHALLENGE OF JURISDICTION OR OF ARBITRATOR

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### 10.1 Challenge of Jurisdiction

- (a) If a party wants to contest that the Panel does not have jurisdiction outlined in clause 4.1, it must do so:
  - (i) without delay upon receiving notice of the Dispute; and
  - (ii) in writing to the Administrator setting out the facts giving rise to such contest.
- (b) If a party contests that the Panel does not have jurisdiction in accordance with clause 10.1(a), the Panel has the power to rule on such objections. In general, the Panel should rule on a plea concerning its jurisdiction as a preliminary question. However, the Panel may proceed with the proceedings and rule on such an objection in its final determination.

### 10.2 Challenge of Arbitrator

- (a) An Arbitrator cannot hear or determine a Dispute if that Arbitrator has a conflict of interest or otherwise cannot hear and determine a Dispute in an independent and impartial matter.
- (b) If a party wishes to contest that an Arbitrator should not hear or determine a Dispute by virtue of clause 10.2(a), it must do so by notifying the Administrator



within two (2) Business Days after the grounds for such contest become known to that party.

- (c) The Administrator must promptly provide any notice received in accordance with clause 10.2(b) to the Panel.
- (d) If a party contests that an Arbitrator should not hear or determine a Dispute in accordance with clause 10.2(b), then a decision will be made by the Panel (including the Arbitrator whose ability to hear and determine a Dispute has been contested) as to that Arbitrator's ability to hear and determine the Dispute.
- (e) If a decision is made under clause 10.2(d) that an Arbitrator cannot hear and determine a Dispute after the Panel has been convened, that Arbitrator must be removed from the Panel and a new Arbitrator will be appointed from the roster of Arbitrators.
- (f) If an Arbitrator is replaced in accordance with clause 10.2(e) then:
  - (i) if the Arbitrator is sitting as a single arbitrator, all aspects of the proceedings in which the replaced Arbitrator took part must be deemed invalid and must be repeated; and
  - (ii) if the Arbitrator is sitting as a member of a Panel of three arbitrators, the proceedings which the replaced Arbitrator took part are valid and need not be re-heard unless the Arbitrator appointed as chair of the Panel, in his or her discretion, determines otherwise having regard to the objectives in clause 2.2.

## 11. SUBMISSIONS AND EVIDENCE

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- 11.1 The terms of this clause 11 apply to ensure each party is provided with an opportunity to consider the other party's case before the hearing in order that it may appropriately respond.
- 11.2 The proceedings before the Panel will comprise of:
  - (a) written submissions, materials, documents or other evidence a party intends to rely on in the hearing; and
  - (b) a hearing.
- 11.3 Subject to any directions of the Panel (including as to timetable), a party must provide to the Administrator a copy of the materials referred to in clause 11.2(a) in accordance with clause 11.4, at least two (2) Business Days before the scheduled start of the hearing. If it fails to do so, that party is not, without the leave of the Panel, allowed to submit them at the hearing.
- 11.4 The materials referred to in clause 11.2(a) supplied to the Administrator by one party:
  - (a) must be supplied in hard copy to the Administrator in as many copies as there are members of the Panel with three (3) additional copies for the Administrator;
  - (b) must at the same time also be supplied by email to the Administrator; and

- (c) must at the same time be provided by that party to the other party in hard copy and by email.
- 11.5 There will be only one submission of the materials referred to in clause 11.2(a) by each party, and no further written submissions or evidence may be produced before or during a hearing without the leave of the Panel.
- 11.6 Subject to any directions of the Panel (including as to timetable), a party must provide notice in writing to the Administrator and the other party (or parties) at least two (2) Business Days prior to the scheduled start of the hearing in respect of:
- (a) who will represent it at the hearing, including any legal representative;
  - (b) any witness or expert who that party intends to present at the hearing together with at least the subject matter on which the witness or expert will testify (and if an expert, stating that expert's area of expertise); and
  - (c) any person who is reasonably required to assist that party in the proceedings (for example, an interpreter).

failing which such persons (referred to in clauses 11.6(a) to 11.6(c)), without the leave of the Panel, must not be allowed to take part in the hearing.

- 11.7 The Administrator must promptly provide to the Panel:
- (a) copies of the materials supplied to it in accordance with clause 11.4; and
  - (b) the information provided to it in accordance with clause 11.6.
- 11.8 The Panel may, ex officio or if so determining at the request of one of the parties, refuse to take submission or evidence that it does not consider relevant, which bears no relation to the facts asserted or which would otherwise unnecessarily delay the proceedings.

## 12. HEARING

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- 12.1 Hearings of the National Arbitration Tribunal must be conducted at FFA's head office in Sydney, New South Wales, unless otherwise determined by FFA and such place will be considered the seat of the National Arbitration Tribunal.
- 12.2 The Panel has the right to determine all procedures to be adopted during the hearing of a Dispute and may during the course of any hearing:
- (a) grant or order an adjournment to provide parties with additional time or to consider additional submission or evidence; or
  - (b) admit (subject to clause 11.5) or request the production of documents or any relevant written evidence available to the parties or any other person, including declarations from the parties and witnesses, expert opinion and video or audio recordings.
- 12.3 Subject to clause 12.2, there will be one hearing during which the Panel hears the parties, any permitted witnesses and any experts, as well as the parties' final oral arguments.

- 12.4 At a hearing:
- (a) a party (or any person referred to in clause 11.6 (subject to that clause)) may attend in person or by phone;
  - (b) a party may be represented by the person in respect of whom notice has been given in accordance with clause 11.6(a) (subject to clause 11.6);
  - (c) an entity (such as FFA or a Club) may be represented by an officer or employee of that party; and
  - (d) any permitted witness or expert that a party intends to call to give evidence in a hearing must remain outside the hearing room (or otherwise not take part in the hearing) until called to give evidence.
- 12.5 The Panel may limit or disallow the appearance of any witness or expert, or any part of their testimony, on the grounds of irrelevance (if the Panel considers that there are such grounds).
- 12.6 Hearings and deliberations by a Panel must be held behind closed doors.
- 12.7 If a party fails to comply with any timelines or directions or attend any hearing without showing sufficient cause for such failure, and that party:
- (a) is the Applicant, the Panel may dismiss the Dispute; or
  - (b) is the Respondent or an Affected Party (who joins the proceedings in accordance with clause 8.3), the Dispute must be heard and determined in that party's absence.

### 13. RELIEF

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- 13.1 The National Arbitration Tribunal may grant an award of compensatory damages.
- 13.2 The National Arbitration Tribunal may determine the conditions applicable to the relief granted in relation to a Dispute, including the terms and time limits for payment in the case of monetary relief.

### 14. FORM AND CONTENT OF A DETERMINATION

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- 14.1 A Determination must be made in writing and:
- (a) contain the names of the Arbitrator(s);
  - (b) briefly provide the reasons on which the Determination is based;
  - (c) be signed by the Panel or sole Arbitrator (as applicable); and
  - (d) contain the date on which, and the place where, the Determination was made.
- 14.2 A copy of the written Determination must be promptly provided to the parties as soon as practicably possible following the Determination being made.

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- 14.3 A Panel may initially announce the Determination only (verbally or in writing), but must subsequently provide a copy of the written Determination complying with clause 14.1 in accordance with clause 14.2.
- 14.4 Each member of the Panel has a single vote and where decisions of a Panel are not unanimous, the decision of the majority will prevail. If there is an equality of votes, the Arbitrator appointed as the chair of the Panel will have the casting vote.
- 14.5 Unless otherwise specified in a particular regulation or by the body making an award, the award (including where a Determination is announced in accordance with clause 14.3) has immediate effect.

## 15. COSTS AWARD

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- 15.1 As a general rule, each party must bear its own costs in relation to the initiation or defence of, or joining, a Dispute, including costs of legal representation, experts and witnesses and any travel or accommodation expenses.
- 15.2 A Panel may award costs upon a party for frivolous or vexatious institution, prosecution or defence of, or joining a Dispute.

## 16. CORRECTION OF A DETERMINATION

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- 16.1 Within thirty (30) days of receipt of a Determination, a party may by written notice to the other parties and the Administrator, request the Panel to correct in the Determination any errors in computation, any clerical or typographical errors or any other error of a similar nature. If the Panel considers the request to be justified, it must make the correction.
- 16.2 Within thirty (30) days after issuing a written Determination, the Panel may of its own initiative correct in the written Determination any errors in computation, any clerical or typographical errors or any other error of a similar nature.
- 16.3 Any corrections must be in writing and communicated to the parties.

## 17. APPEAL OF A DETERMINATION

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### 17.1 Grounds of Appeal

An appeal is not a hearing de novo. The sole grounds for appealing a Determination are as follows:

- (a) that the party was not afforded a reasonable opportunity to be heard;
- (b) the Determination was affected by bias;
- (c) the Determination was one that was not reasonably open to the Panel having regard to the evidence before it.

### 17.2 Initiating an Appeal

- (a) Subject to clause 2.3, only a person who was party to proceedings to the Dispute at first instance (including an Affected Party who joined the proceedings in accordance with clause 8.3) has the right to appeal a Determination arising out of those proceedings.
- (b) A party wanting to appeal a Determination of a Panel (**Appellant**) must:
  - (i) pay any amount the subject of a Determination that is being appealed before the appeal Panel conducts the appeal, unless the Appellant can satisfy the Administrator that there are exceptional and compelling circumstances not to pay the amount;
  - (ii) pay a non-refundable appeal fee of \$2,000;
  - (iii) lodge an Application Form with the Administrator within seven (7) days after receipt of the written Determination (subject to clause 17.2(c)), copied to the other party (including any Affected Party who joined the proceedings in accordance with clause 8.3) (**Appellee**) and, if applicable, to any Affected Party (not being an Affected Party who joined the proceedings in accordance with clause 8.3). The Application Form must be signed by the Appellant and contain the following mandatory information (in addition to any other relevant mandatory information provided for in the Application Form):
    - (A) the name and contact details of the Appellant and the Appellee and, if applicable, any Affected Party;
    - (B) specify the grounds of appeal it contends it has to the National Arbitration Tribunal as specified in clause 17.1;
    - (C) a statement summarising the alleged facts and any legal arguments;
    - (D) a copy of the written Determination being appealed;
    - (E) a description of the relief sought; and
    - (F) evidence of payment to FFA of the appeal fee of \$2,000.
- (c) The period for lodgement of the appeal set out in clause 17.2(b)(ii) will expire at midnight on the last day of the limitation period. The Chair of the Panel may extend this period in exceptional circumstances.
- (d) If the Administrator receives an Application Form which complies with clause 17.2(b)(ii), the Administrator must convene a Panel within twenty one (21) days.
- (e) A party may not rely on evidence that was not before the Panel at first instance unless it is able to establish to the satisfaction of the appeal Panel that this evidence was not reasonably available to the party at the time of the hearing.
- (f) If the Panel determines that an Appellant has not established that one or more of the grounds of appeal set out in clause 17.1 are made out, the Panel must dismiss the application for appeal.

- (g) If the Panel determines that an Appellant has established that one or more of the grounds of appeal set out in clause 17.1 are made out, the Panel must make a new determination.
- (h) If the Panel determines that an Appellant has not established that one or more of the grounds of appeal set out in clause 17.1 are made out, the Panel must dismiss the application for appeal.
- (i) Written notice of a determination made under clauses 17.2(f) and 17.2(g) must be promptly provided to the parties, as soon as practicably possible following the determination being made.
- (j) The determination of an appeal Panel is final and conclusive and binding on the parties.

### 17.3 Appeal procedure

The provisions of clauses 3 (Administrator), 9 (Pre-hearing Procedure), 10 (Challenge of Jurisdiction or an Arbitrator), 11 (Submissions and Evidence), 12 (Hearing), 13 (Relief), 14 (Form and Content of a Determination), 15 (Costs Award), 16 (Correction of a Determination), 18 (Settlement or Termination of Proceedings), 19 (Publication and Confidentiality) and 20 (Failure to Respect Determination) with all necessary modifications apply to all appeals of Determinations.

## 18. SETTLEMENT OR TERMINATION OF PROCEEDINGS

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- 18.1 Parties are encouraged to settle Disputes and parties may do so at any time, including after an Application Form has been submitted or any proceedings have commenced.
- 18.2 If, before a Determination is made, the parties agree on a settlement of the Dispute, the Panel must either:
  - (a) issue an order for the termination of the proceedings; or
  - (b) if requested by all parties and accepted by the Panel, record the settlement in the form of a Determination on agreed terms. The Panel is not obliged to give reasons for such an award.
- 18.3 A Determination on agreed terms has the same status and effect as any other Determination on the merits of the case.
- 18.4 The Panel must issue an order for termination of any proceedings if the:
  - (a) Applicant withdraws its application for determination;
  - (b) parties submit a written notice agreeing to the termination of the proceedings; or
  - (c) continuation of the proceedings has for any other reason become unnecessary or impossible in accordance with clause 18.5 below.
- 18.5 If, before a Determination is made, the continuation of any proceedings becomes unnecessary or impossible (if so considered by the Panel), the Panel must inform the

parties of its intention to issue an order for the termination of the proceedings. The Panel has the power to issue such an order unless a party raises justifiable grounds for objection.

18.6 A copy of the signed order for termination must be provided to the parties.

## 19. PUBLICATION AND CONFIDENTIALITY

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19.1 FFA must keep a central register of all Determinations made by a Panel.

19.2 Subject to clause 19.3, a Determination made by a Panel (including the written Determination), and submissions, evidence and proceedings must not be made public unless the parties and FFA agree otherwise.

19.3 FFA may:

- (a) report on the outcomes of Determinations; and
- (b) provide future Panels with copies of written Determinations.

19.4 All submissions, evidence and information provided in proceedings of the Arbitration Tribunal must be treated in the strictest confidence. The parties and Arbitrators must not use or disclose to any third party any confidential information obtained during the course of proceedings.

## 20. FAILURE TO RESPECT DETERMINATION

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20.1 Subject only to the rights of appeal specified in these Regulations, a Determination of a Panel is final and binding on all parties. The parties undertake to carry out the Determination without delay.

20.2 A failure to comply with a written Determination within the manner or time as prescribed by that Determination is a breach of this regulation and FFA may after giving the non-compliant party an opportunity to show cause, impose sanctions provided in article 21.4 of the Constitution against the non-compliant party.

20.3 Without limiting the generality of clause 20.2, any party who fails to pay another person a sum of money in full as required by a Determination may be (without limitation):

- (a) sanctioned by FFA with a fine for failing to comply with the instructions issued by a Panel;
- (b) given a final time limit by FFA in which to settle the debt; and
- (c) if it is a Club, sanctioned with a deduction of competition points if it has not paid by the final time limit.

20.4 If competition points are deducted, they must be proportionate to the amount owed.

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## 21. NO RECOURSE TO COURTS

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- 21.1 The determination of a Dispute made in accordance with these Regulations will be final and binding on the parties and neither party nor an Affected Party who joins any proceedings in accordance with these Regulations may institute or maintain proceedings in any court of law or tribunal.
- 21.2 Without limiting the generality of clause 21.1 and for further assurance notwithstanding that such provisions have no applicability, there will be no right of appeal under sections 34 (Application for setting aside as exclusive recourse against arbitral award) or 34A (Appeals against awards), and no right to apply for the determination of a question of law under section 27J (Determination of preliminary point of law by the Court) of the Commercial Arbitration Act 2010 (NSW) or equivalent or similar legislation in any of the Australian states or territories or Commonwealth.

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## 22. FFA AND ARBITRATOR IMMUNITY

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- 22.1 The parties, and their respective witnesses and experts and all other persons taking part in any proceedings relating to a Dispute, agree to not institute or maintain any proceedings, or bring any claim of any nature whatsoever against FFA, the National Arbitration Tribunal or an Arbitrator (past or present) in respect of any act or omission during the course of any proceedings in relation to a Dispute, or arising out of any Determination or Determination on appeal or findings made or otherwise.
- 22.2 Each party and their respective witnesses and experts and all other persons taking part in any proceedings relating to a Dispute (**Indemnifiers**) indemnify FFA, the National Arbitration Tribunal and Arbitrators (past or present) (**Indemnified Persons**) in relation to any loss or damage of any nature whatsoever sustained by the Indemnified Persons as a result any proceedings or claim of any nature whatsoever brought against the Indemnified Persons by any related party of that Indemnifier.
- 22.3 All witnesses and experts of parties and all other persons taking part in any proceedings relating to a Dispute agree to be bound by these Regulations.

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## 23. SUBSTANTIAL COMPLIANCE

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No proceedings before the National Arbitration Tribunal in relation to a Dispute will be invalidated for any defect whether of substance or of form in any notice or report or by reason of non-compliance with any term of these Regulations.

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## 24. NOTICE

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- 24.1 A party notifying or giving notice under these Regulations must do so writing and in English.
- 24.2 A notice will be taken to have been received:



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- (a) if delivered by hand to the recipient's address, on the date of delivery, as long as delivery is acknowledged in writing by the recipient;
- (b) if sent by post, three (3) days after the posting; and
- (c) if sent by email or facsimile on a working day at the recipient's, on the date of transmission, or if sent on a non-working day at the recipient's, on the next working day (in both cases as long as the sender's email or facsimile machine records a successful transmission).
- 24.3 Unless otherwise specified, all notices must be received by close of business on a working day at the location of the recipient.

25. **APPLICABLE LAW**

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The law as applicable in New South Wales must be applied to a Dispute determined in accordance with these Regulations.

26. **ENFORCEMENT**

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These Regulations come into force on 11 November 2015.

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**ANNEXURE A: APPLICATION FORM**