



## **NATIONAL CLUB IDENTITY POLICY**

1.	OBJECTS AND APPLICATION	2
2.	NAMES AND LOGOS OF NEW CLUBS AND CHANGES OF NAMES AND LOGOS OF EXISTING CLUBS	2
3.	APPROVALS	3
4.	USE, ADVERTISEMENT AND PROMOTION OF IDENTIFIERS	4
5.	PLAYER EQUIPMENT	4
6.	NOTICE AND DISCIPLINARY MEASURES	4
7.	DEFINITIONS AND INTERPRETATIONS	5
8.	ENFORCEMENT	6

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## 1. OBJECTS AND APPLICATION

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- 1.1 This National Club Identity Policy (**Policy**) aims to promote and strengthen the reputation of football in Australia by making the sport of football inclusive for all participants.
- 1.2 FFA acknowledges the multicultural nature of Australia and the valuable contribution that various communities have made to the historical development of football in Australia. FFA also respects Clubs' desires to acknowledge their heritage and contribution to their local communities. FFA has a responsibility to protect and grow the reputation of the sport of football in Australia and to ensure its openness and accessibility to all Australians.
- 1.3 This Policy:
- (a) forms part of the FFA Statutes and applies to FFA, Member Federations, Competition Administrators, Clubs, Players and Officials (**Members**);
  - (b) supplements and supports the FIFA Laws of the Game (including, in particular the FIFA Equipment Regulations), the FFA National Spectator Code of Behaviour and the FFA National Code of Conduct; and
  - (c) applies to Members that participate in all forms of football under FFA's jurisdiction, including but not limited to eleven-a-side or outdoor, futsal, indoor, beach, school and summer football.
- 1.4 This Policy may be supplemented by Competition Rules provided that such rules are not inconsistent with the terms of this Policy.
- 1.5 All Clubs must comply with this Policy.

## 2. NAMES AND LOGOS OF NEW CLUBS AND CHANGES OF NAMES AND LOGOS OF EXISTING CLUBS

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- 2.1 Subject to clause 2.3, a Club Name:
- (a) of a New Club; and
  - (b) of an Existing Club upon a change of Club Name by that Club,
- may only contain:
- (c) words or letters in English; and/or
  - (d) references to the broader geographic area in which the Club is located; and/or
  - (e) numbers; and/or
  - (f) references to flora; and/or
  - (g) references to fauna.
- 2.2 Subject to clause 2.3, a logo or emblem:
- (a) of a New Club; and
  - (b) of an Existing Club upon a change of logo or emblem by that Club,
- may only contain or display:
- (c) words or letters in English; and/or
  - (d) references to the broader geographic area in which the Club is located; and/or

- (e) colours; and/or
  - (f) numbers; and/or
  - (g) references to flora; and/or
  - (h) references to fauna; and/or
  - (i) shapes,
- 2.3 A Club Name, logo or emblem or its components, either in isolation or combination, must not carry any ethnic, national, political, racial or religious connotations, signifiers or associations.
- 2.4 The provisions of clause 2.3 do not apply to incidental references to Australia or the use of the Australian national or a State or Territory flag where FFA or the relevant Member Federation (as the case may be) determines that such incidental reference is used as a secondary component of a Club's Name, logo or emblem.

### **3. APPROVALS**

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- 3.1 Prior to a New Club being registered with FFA, it must obtain the written consent of FFA or the relevant Member Federation (as the case may be) in relation to:
- (a) its proposed Club Name; and
  - (b) its proposed logo or emblem (subject to clause 3.2).
- 3.2 Where a New Club does not have a proposed logo or emblem at the time of its registration with FFA, the New Club must obtain the written consent of FFA or the relevant Member Federation (as the case may be) in relation to any proposed logo or emblem of that New Club prior to it being used.
- 3.3 If an Existing Club wishes to change:
- (a) its Club Name, it must obtain the prior written consent of FFA or the Club's Member Federation (as the case may be) in relation to its proposed new Club Name. Where the proposed change to an Existing Club's Club Name is required due to circumstances which FFA or the relevant Member Federation (as the case may be) determines is outside of the Club's control and the Existing Club's Club Name contains an Identifier, then approval for the change in Club Name may be provided, and the Club Name may retain the pre-existing Identifier, if in FFA's or the Member Federation's sole opinion the pre-existing Identifier is:
    - (i) no more prominent as a result of the proposed change; and
    - (ii) not replaced or combined with any other Identifier; and
  - (b) its logo or emblem, it must obtain the prior written consent of FFA or the Club's Member Federation (as the case may be) in relation to its proposed new logo or emblem. Where the proposed change to an Existing Club's logo or emblem is for the sole purpose of modernising its logo or emblem and the pre-existing logo or emblem contains an Identifier, then approval for the change in logo or emblem may be provided, and the pre-existing Identifier may be retained, if in FFA's or the Member Federation's sole opinion the pre-existing Identifier is:
    - (i) no more prominent as a result of the proposed change; and

- 3.4 not replaced or combined with any other Identifier. FFA or the relevant Member Federation may, at any time, revoke any approvals granted under this Policy.
- 3.5 A decision of FFA or a Member Federation under this clause 3 is made in FFA's or the relevant Member Federation's (as applicable) sole and absolute discretion and is final and not reviewable.

#### **4. USE, ADVERTISEMENT AND PROMOTION OF IDENTIFIERS**

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- 4.1 A Club must not use, advertise or promote (or permit any other person or entity to use, advertise or promote) any ethnic, national, racial, religious or political connotations, signifiers or associations in connection or association with the Club.
- 4.2 A Club must ensure that its Players and Officials do not use, advertise or promote any ethnic, national, racial, religious or political connotations, signifiers or associations in connection or association with the Club.
- 4.3 It will not be a breach of clause 4.1 or 4.2 if the relevant use, advertising or promotion is the promotion of a Club Sponsor pursuant to obligations contained in a Sponsorship Agreement
- (a)
- 4.4 It will not be a breach of clause 4.1 or 4.2 if where the relevant use, advertising or promotion is of a Club Name, logo or emblem that has been approved in accordance with clause 3 and such approval has not been revoked.

#### **5. PLAYER EQUIPMENT**

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In accordance with Law 4 of the FIFA Laws of the Game, the Basic Compulsory Equipment worn by Players must not have any political, religious or personal statements.

#### **6. NOTICE AND DISCIPLINARY MEASURES**

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- 6.1 Subject to this clause 6, FFA and Member Federations may impose disciplinary sanctions as specified in Part V of the FFA Statutes to enforce the terms of this Policy.
- 6.2 A Club is responsible, and liable, for the conduct of its Players and Officials. Therefore, a Club may be sanctioned by FFA or a Member Federation for a breach of this Policy by:
- (a) the Club; or
- (b) one of the Club's Players or Officials.
- 6.3 FFA or a Member Federation, as the case requires, may enforce the terms of this Policy and invoke the sanctions only if it has given the Club alleged to have infringed this Policy:
- (a) reasonable details of the alleged infringement;
- (b) notice of possible sanctions; and
- (c) the opportunity to be heard in relation to the issues of infringement and sanction.
- 6.4 The imposition of a sanction is immediate or as otherwise notified by the body imposing the sanction.
- 6.5 If a Club disputes the sanction imposed upon it under this Policy that Club may appeal that determination in accordance with the Grievance Resolution Regulations provided that it does so with 7 (seven) business days of notice of the sanction.

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## 7. DEFINITIONS AND INTERPRETATIONS

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7.1 Any terms used but not defined in this Policy have the meaning given to them in the FFA Statutes.

7.2 In this Policy:

**Basic Compulsory Equipment** means player jerseys, shorts, socks (stockings), shin guards and footwear.

**Club** means an Existing Club or a New Club, as the case may be.

**Club Associate** includes any:

- (a) related body corporate or entity that is under the direct or indirect control or influence, whether formally or informally, of a Club;
- (b) person who is or was acting, or who proposes to act, on behalf of or in concert with a Club;
- (c) any director, secretary, officer, employee, agent, shareholder or member of that Club; and
- (d) any body corporate or entity that is reasonably likely to be considered by members of the public to be associated or connected with the Club.

**Club Name** means the official name of a Club or name that a Club is commonly known or referred to as (including the naming rights of the Club).

**Club Sponsor** means an individual or entity:

- (a) that is not a Club Associate;
- (b) whose primary purpose is not to promote any ethnic, racial, religious or political affiliation or provide services to any particular ethnic, racial, religious or political group;
- (c) whose name, logo or emblem in the reasonable opinion of FFA or a Member Federation is not likely to be understood by members of the general public as suggesting any ethnic, national, political, racial or religious association; and
- (d) provides products and services that are available to the general public;

**Effective Date** means 20 August 2015.

**Existing Club** means a Club:

- (a) that was registered with FFA; or
- (b) seeking to be registered with FFA that was registered with a league acknowledged by FFA for the purposes of this NCIP as being in operation,

prior to 26 June 2014.

**Identifier** means any ethnic, national, political, racial or religious connotations, signifiers or associations either in isolation or combination

**New Club** means a Club that is registered with FFA on or after the 26 June 2014.

**Sponsorship Agreement** means an agreement between a Club and a Club Sponsor that:

- (a) is in writing;

- (b) is a bona fide agreement; and
- (c) provides for the provision of services by the Club to the Club Sponsor at genuine market rates.

## **8. ENFORCEMENT**

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- 8.1 This Policy is effective immediately from the Effective Date and any amendments made to the Policy come into effect immediately upon promulgation of such amendments by FFA.
- 8.2 Competition Rules may specify that a Club's ongoing compliance with this Policy is a requirement for eligibility to participate in that Competition.