



**FOOTBALL  
AUSTRALIA**

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**NATIONAL DISPUTE RESOLUTION CHAMBER REGULATIONS**

A-Leagues Sub-Chamber

Professional Leagues Sub-Chamber

National Team Sub-Chamber

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## 1. DEFINITIONS AND INTERPRETATION

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1.1 In these Regulations:

**A-Leagues** means the A-League Men, A-League Women and A-League Youth.

**A-Leagues Appeal** means an appeal by a party against the Determination of a Panel in respect of an A-Leagues Dispute and which is validly made in accordance with these Regulations.

**A-Leagues CBA** means the relevant agreement entered into between APL and the PFA that regulates a player's participation in the A-Leagues, as in force from time to time.

**A-Leagues CBA Dispute** means a legal dispute between APL and the PFA concerning either party's compliance with a provision of the A-Leagues CBA.

**A-Leagues Club** means an A-League Men Club, A-League Women Club or A-League Youth Club (as applicable).

**A-Leagues Dispute** means an A-Leagues CBA Dispute, A-Leagues Player Dispute, an A-Leagues Player Payment Dispute or a Sporting Sanctions A-Leagues Player Payment Dispute.

**A-League Men** means the senior men's national competition staged in Australia and New Zealand by APL under licence from FA.

**A-League Men Club** means a football club registered with and licensed by FA to enter a team into the A-League Men.

**A-League Men Player** means a footballer who, at the relevant time, is registered with FA in accordance with the FA Statutes and eligible to play for a A-League Men Club in the A-League Men.

**A-League Men Standard Player Contract** means the form of contract for the employment of an A-League Men Player in the A-League Men and/or the A-League Youth.

**A-League Men Season** means the period of time APL prescribes for the conduct of the A-League Men within any 12 month period pursuant to the FA Statutes, including the pre-season, regular season, finals series and any post season tournament, match or knockout cup competition organised or sanctioned by APL.

**A-Leagues Player** means a Current A-Leagues Player or Former A-Leagues Player, as the case may be.

**A-Leagues Player Dispute** means a legal dispute arising out of or in connection with a contractual relationship between:

- (a) an A-Leagues Club and an A-Leagues Player(s); or
- (b) APL and an A-Leagues Player(s),

in respect of the employment of an A-Leagues Player provided the dispute is not:

- (c) an A-Leagues Player Payment Dispute or a Sporting Sanctions A-Leagues Player Payment Dispute;

- (d) a dispute arising during or in connection with a match, which is governed by the Disciplinary Regulations or the National Disciplinary Regulations; or
- (e) a dispute falling within the jurisdiction of the Judicial Bodies By-Law (including, without limitation, a finding that an A-Leagues Player has breached the National Code of Conduct and Ethics).

**A-Leagues Player Payment Dispute** means a legal dispute between an A-Leagues Club and an A-Leagues Player regarding the alleged non-payment of the A-Leagues Player's:

- (f) superannuation, salary, bonus payments and/or match payments prescribed in a Player Contract; or
- (g) termination payments prescribed in a mutual termination of professional player contract form as prescribed in the FA Statutes,

to which the A-Leagues Player is (or was) a party, and in the case of a Current A-Leagues Player, the relief which the Current A-Leagues Player seeks does not include a request for the imposition of a Sporting Sanctions Order.

**A-Leagues Season** means the A-League Men Season and the A-League Women Season.

**A-Leagues Sub-Chamber** means the sub-chamber of the NDRC established and convened in accordance with these Regulations to hear and determine A-Leagues Disputes and A-Leagues Appeals.

**A-League Women** means the senior women's national competition staged in Australia and New Zealand by APL under licence from FA.

**A-League Women Club** means a football club registered with and licensed by FA to enter a team into the A-League Women.

**A-League Women Player** means a footballer who, at the relevant time, is registered with FA in accordance with the FA Statutes and eligible to play for a A-League Women Club in the A-League Women.

**A-League Women Season** means the period of time APL prescribes for the conduct of the A-League Women within any 12 month period pursuant to the FA Statutes, including the pre-season, regular season, finals series and any post season tournament, match or knockout cup competition organised or sanctioned by APL.

**A-League Women Standard Player Contract** means a contract between an A-League Women Player and an A-League Women Club in relation to that A-League Women Player's participation in the A-League Women.

**A-League Youth** means the youth men's national competition staged in Australia by APL under licence from FA, currently known as the A-League Youth.

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

**A-League Youth Player** means a footballer who, at the relevant time, is registered with FA in accordance with the FA Statutes and eligible to play for an A-League Youth Club in the A-League Youth.

**A-League Youth Development Agreement** means an agreement between a A-League Youth Player and a A-League Youth Club in relation to the A-League Youth Player's participation in the A-League Youth.

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

**Affected Party** means a Player or Club 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 6.3(c)(iii) or 19.4(b)(v) (as applicable).

**APL** means Australian Professional Leagues Company Pty Ltd (ACN 646 799 199) being the Competition Administrator for the A-Leagues, under licence from FA.

**Appeal** means an A-Leagues Appeal, a Professional Leagues Appeal and a National Team Appeal.

**Appellant** has the meaning given in clause 19.3.

**Appellee** has the meaning given in clause 19.4.

**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 NDRC;
- (b) a party must use to apply for an Appeal; and
- (c) an Affected Party must use to apply to join any proceedings,

in the form as attached in Schedule 4 or as amended by FA from time to time.

**Arbitrator** means the Chair, Deputy Chair(s) or a member of the Roster of Arbitrators of the NDRC appointed by FA in accordance with clause 5 from time to time.

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

**Chair** means the Arbitrator appointed to chair the NDRC in accordance with clause 5.5 .

**Club** means an A-Leagues Club and a Professional Leagues Club, and includes any person involved with the administration, management or organisation of that club (whether paid or unpaid), including employees, contractors, consultants, officers and directors and representatives.

**Contract Year** means the 12 month period prescribed for the relevant A-League Season as determined by FFA and advised to A-League Clubs.

**Current A-Leagues Player** means a footballer who is currently registered with FA in accordance with the FA Statutes and eligible to play for an A-Leagues Club in the A-Leagues.

**Deputy Chair** means the Arbitrator appointed to be a deputy chair of the NDRC in accordance with clause 5.5.

**Determination** means a determination of a Dispute or an Appeal by a Panel of the NDRC to be in the form and having the content prescribed in clause 14.

**Disciplinary Regulations** means the disciplinary rules for the A-League Men, A-League Women, and A-League Youth as promulgated by FA from time to time.

**Disciplinary and Ethics Committee** means the Disciplinary and Ethics Committee established in accordance with the FA Statutes.

**Dispute** means a National Team Dispute, A-Leagues Dispute or a Professional Leagues Dispute (as applicable).

**Directors** means the directors of FA from time to time appointed in accordance with the FA Constitution.

**FA** means Football Australia Limited including its employees, consultants, officers and directors.

**FA Constitution** means FA's constitution as exists from time to time.

**FA Statutes** means FA's Constitution and by-laws and the rules and regulations and policies and procedures as developed or implemented by FA from time to time.

**FIFA** means the association known as Fédération Internationale de Football Association that is responsible for the organisation, administration and promotion of football throughout the world.

**Former A-Leagues Player** means a footballer who was registered with FA in accordance with the FA Statutes and was eligible to play for an A-Leagues Club in the A-Leagues.

**Former National Team Player** means a footballer who was a National Team Player.

**Former Professional Leagues Player** means a footballer who was registered with FA as a Professional in accordance with the FA Statutes and was eligible to play for a Professional Leagues Club in the Professional Leagues.

**Grievance Procedure By-Law** means the Grievance Procedure By-Law as promulgated by the Directors in accordance with the FA Constitution.

**International Dimension** means:

- (a) in relation to a Dispute between a Player and a Club (excluding Wellington Phoenix FC), where that Player does not hold Australian Permanent Residency (i.e. does not hold a permanent residency status) or Australian citizenship; and
- (b) in relation to a Dispute between a Player and Wellington Phoenix FC, where that Player does not hold Australian or New Zealand Permanent Residency (i.e. does not hold permanent residency status of Australia or New Zealand) or Australian or New Zealand citizenship.

**Judicial Bodies** has the meaning prescribed in the FA Constitution.

**Judicial Bodies By-Law** means the Judicial Bodies By-Law as promulgated by the Directors in accordance with the FA Constitution.

**Member Federation** means a State, Territory or regional federation or association that is a member of FA from time to time.

**National Code of Conduct and Ethics** means the national code of conduct and ethics as promulgated by FA from time to time.

**National Disciplinary Regulations** mean the national disciplinary regulations as promulgated by FA from time to time.

**NDRC** means the National Dispute Resolution Chamber being the independent body established by these Regulations to hear and determine Disputes and Appeals, and which includes the A-Leagues Sub-Chamber, the Professional Leagues Sub-Chamber and the National Team Sub-Chamber.

**National Registration, Status and Transfer Regulations** means the national registration, status, and transfer regulations as promulgated by FA from time to time.

**National Team** means the senior or under age representative national team or squad selected or nominated by FA.

**National Team Appeal** means an appeal by a party against the Determination of a Panel in respect of a National Team Dispute and which is validly made in accordance with these Regulations.

**National Team CBA** means the relevant agreement entered into between FA and the PFA that regulates a player's participation in the Socceroos or Matildas, as the case may be, and as in force from time to time.

**National Team CBA Dispute** means a legal dispute between FA and the PFA concerning either party's compliance with a provision of the National Team CBA.

**National Team Contract** means the contract between a National Team Player and FA in relation to the National Team Player's participation in a National Team.

**National Team Dispute** means a National Team CBA Dispute, a National Team Funding Agreement Dispute or a National Team Player Dispute (as applicable),

**National Team Funding Agreement** means the funding agreement entered into between FA and the PFA in respect of FA's funding of the PFA and the Player Development Program.

**National Team Funding Agreement Dispute** means a legal dispute between FA and the PFA concerning either party's compliance with a provision of the National Team Funding Agreement.

**National Team Player** means a footballer who, at the relevant time, is a party to or is otherwise bound by a National Team Contract.

**National Team Player Dispute** means a legal dispute arising out of or in connection with a contractual relationship between:

- (a) FA and a National Team Player; or
- (b) FA and a Former National Team Player,
- (c) in respect of the employment of the National Team Player or Former National Team Player by FA provided the dispute is not:
  - (i) a dispute arising during or in connection with a match, which is governed by the National Disciplinary Regulations; or
  - (ii) a dispute falling within the jurisdiction of the Judicial Bodies By-Law (including, without limitation, a finding that a National Team Player has breached the National Code of Conduct and Ethics).

**Panel** means a panel of one (1) or three (3) Arbitrators convened to hear and determine a Dispute or an Appeal in accordance with clause 5.12.

**PFA** means the Professional Footballers Australia Inc.

**Player** means a National Team Player, Former National Team Player, A-Leagues Player, Former A-Leagues Player, Professional Leagues Player, and Former Professional Leagues Player.

**Player Contract** means a National Team Contract, A-League Men Standard Player Contract, A-League Youth Development Agreement and A-League Women Standard Player Contract or any variation, extension or termination in relation to any of the foregoing.

**Player Development Program** has the meaning prescribed in the National Team Funding Agreement.

**Professional** means a player who is registered as a professional player with a club, including by having executed a Professional Leagues Player Contract with a Professional Leagues Club, in accordance with the National Registration, Status and Transfer Regulations.

**Professional Leagues** means:

(a) a competition, tournament or league, including the pre-season, regular season, finals series and any post season tournament or knockout cup competition; and

(b) in which there is at least one (1) Professional,

registered with FA in accordance with the National Registration, Status and Transfer Regulations, but excludes the A-Leagues.

**Professional Leagues Appeal** means an appeal by a party against the Determination of a Panel in respect of a Professional Leagues Dispute and which is validly made in accordance with these Regulations.

**Professional Leagues Club** means a football club registered with FA and licensed by FA or a Member Federation, or otherwise permitted or made eligible, to enter a team into a Professional League.

**Professional Leagues Disputes** means a Professional Leagues Player Dispute and a Professional Leagues Player Payment Dispute.

**Professional Leagues Player** means a footballer who, at the relevant time, is registered with FA as a Professional in accordance with the FA Statutes and eligible to play for a Professional Leagues Club in a Professional League.

**Professional Leagues Player Contract** means the form of contract prescribed by the FA Statutes, including the National Registration, Status and Transfer Regulations.

**Professional Leagues Player Dispute** means a legal dispute arising out of or in connection with a contractual relationship between a Professional Leagues Club and a:

(a) Professional Leagues Player(s); or

(b) Former Professional Leagues Player(s),

in respect of the employment of such a Professional Leagues Player(s) or Former Professional Leagues Player(s) provided the dispute is not a:



- (a) Professional Leagues Player Payment Dispute;
- (b) a dispute arising during or in connection with a match, which is governed by the National Disciplinary Regulations; or
- (c) a dispute falling within the jurisdiction of the Judicial Bodies By-Law (including, without limitation, a finding that a Professional Leagues Player has breached the National Code of Conduct and Ethics).

**Professional Leagues Player Payment Dispute** means a legal dispute between a Professional Leagues Club and a Professional Leagues Player regarding the alleged non-payment of the Professional Leagues Player's:

- (d) superannuation, salary, bonus payments and/or match payments prescribed in a Professional Leagues Player Contract; or
- (e) termination payments prescribed in a mutual termination of professional player contract form as prescribed in the FA Statutes,

to which the Professional Leagues Player is (or was) a party.

**Professional Leagues Sub-Chamber** means the chamber of the NDRC established and convened in accordance with these Regulations to hear and determine Professional Leagues Disputes and Professional Leagues Appeals.

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

**Roster of Arbitrators** means the roster of Arbitrators appointed to the NDRC in accordance with clause 5.

**Sporting Sanctions A-Leagues Player Payment Dispute** means a legal dispute between an A-Leagues Club and a Current A-Leagues Player arising on, or after, 1 September 2020 regarding the alleged non-payment of the Current A-Leagues Player's superannuation, salary, bonus payments and/or match payments prescribed in a Standard Player Contract to which the Current A-Leagues Player is (or was) a party, and the relief which the Current A-Leagues Player seeks includes a request for the imposition of a Sporting Sanctions Order.

**Sporting Sanctions Order** means the prescribed form of orders specified in Schedule 1 item 4.1 that a Current A-Leagues Player can seek in relation to a Sporting Sanctions A-Leagues Player Payment Dispute.

**Standard Player Contract** means an A-League Men Standard Player Contract and A-League Women Standard Contract (as applicable).

- 1.2 All other capitalised terms used but not defined in these Regulations have the meaning given to them in the FA Statutes.
- 1.3 These Regulations must be interpreted, varied and reviewed in accordance with FA Constitution and, where applicable, the National Team CBA.
- 1.4 In the event of any inconsistencies, ambiguities and discrepancies in or between:
  - (a) Schedule 3 of these Regulations; and
  - (b) clauses 1 to 26 of these Regulations,

in respect to any matters concerning the National Team Sub-Chamber, including National Team Disputes, the position in Schedule 3 applies.

## **2. SCOPE, APPLICATION AND OBJECTIVES OF REGULATIONS**

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- 2.1 These Regulations form part of the FA Statutes and apply to determine the rules and procedures for the resolution of a Dispute or an Appeal, as the case may be.
- 2.2 These Regulations have been modelled on FIFA's National Dispute Resolution Chamber Standard Regulations.
- 2.3 The objective of these Regulations is to enable the NDRC to hear and determine Disputes and Appeals 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;
  - (c) ensure matters are dealt with fairly and expeditiously; and
  - (d) apply within the A-Leagues Sub-Chamber, the Professional Leagues Sub-Chamber and the National Team Sub-Chamber (as applicable) uniformly and equally to all Players regardless of their nationality or whether, in the case of the A-Leagues Sub-Chamber, they are members of a Club based in Australia or outside Australia, such as New Zealand.
- 2.4 FA has the right to be heard and to make submissions at any time in relation to a Dispute or Appeal to which it is not a party (including in relation to an appeal) if FA considers that any decision in relation to that Dispute or Appeal has the potential to affect FA or football generally or is a matter of general importance to football.
- 2.5 FA, APL, PFA, Clubs and Players submit to the jurisdiction outlined in these Regulations and agree that:
- (a) all Disputes and Appeals will be solely and exclusively heard and determined by the NDRC in accordance with these Regulations;
  - (b) it will not attempt to commence proceedings in relation to any Dispute or Appeal in any court of law or tribunal; and
  - (c) subject to a party's right to Appeal in accordance with these Regulations, a Determination made in accordance with these Regulations is final and binding on all parties.

## **3. ADMINISTRATOR**

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- 3.1 FA 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 or Appeal;
  - (b) provide copies of notices and Determinations to the parties to the Dispute or Appeal;
  - (c) convene the Panel in accordance with clauses 5.11 and 5.12;
  - (d) be the central point of contact for the parties to a Dispute or Appeal; 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 OF THE NDRC**

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- 4.1 Subject to clause 4.3 and 4.4 below the NDRC has exclusive jurisdiction to determine Disputes and Appeals in accordance with the following;
- (a) the A-Leagues Sub-Chamber has the exclusive jurisdiction to determine A-Leagues Disputes and A-Leagues Appeals;
  - (b) the Professional Leagues Sub-Chamber has the exclusive jurisdiction to determine Professional Leagues Disputes and Professional Leagues Appeals; and
  - (c) the National Team Sub-Chamber has the exclusive jurisdiction to determine National Team Disputes and National Team Appeals.
- 4.2 If a Panel considers that:
- (a) a matter in a Professional Leagues Dispute raises a disciplinary issue, then the Panel shall examine *ex officio* whether it has jurisdiction and, should the Panel deem that it does not have jurisdiction, refer the matter *ex officio* and without delay to the authority it deems competent and inform the parties immediately;
  - (b) a matter in a National Team Dispute or A-Leagues Dispute raises a disciplinary issue, then the Panel must refer the matter to the chair of the Disciplinary and Ethics Committee, who will make a determination in accordance with the Grievance Procedure By-Law; and
  - (c) uncertainty arises due to a Dispute or Appeal having one (1) or more elements which fall within the jurisdiction of the:
    - (i) Judicial Bodies; and
    - (ii) the NDRC,then the Panel must refer the matter to the chair of the Disciplinary and Ethics Committee who will make a determination in accordance with the Grievance Procedure By-Law.

- 4.3 Where the chair of the Disciplinary and Ethics Committee has made a determination pursuant to clause 7.4 of the Grievance Procedure By-Law regarding jurisdiction, such determination is final and binding.
- 4.4 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 the NDRC.

## **5. COMPOSITION AND FORMATION OF THE NDRC**

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### ***Composition of the NDRC***

- 5.1 FA, APL and the PFA must agree on the appointment of an independent Chair and at least one (1) independent Deputy Chair of the NDRC as soon as practicable following:
- (a) the date set out in clause 26 of these Regulations; and
  - (b) upon receipt by FA of notice of a vacancy of the Chair and/or Deputy Chair (as applicable) of the NDRC.
- 5.2 FA will establish and maintain a Roster of Arbitrators who will, with the Chair and Deputy Chair(s), be the Arbitrators of the NDRC. FA, APL and the PFA will each nominate five (5) representatives for appointment to the Roster of Arbitrators.
- 5.3 To be eligible for nomination and appointment to the NDRC in accordance with clause 5.1 and 5.2:
- (a) the Chair and Deputy Chair(s) must be qualified lawyers with significant experience or skills suitable to chair the NDRC; and
  - (b) other Arbitrators must have the experience or skills suitable to the function of the NDRC, including a barrister or solicitor, a person with a thorough knowledge of football or recent competition experience.
- 5.4 If the circumstances require, FA, APL and the PFA will each nominate additional representatives (in equal numbers as between FA, APL and the PFA) to the Roster of Arbitrators..
- 5.5 .
- 5.6 The Chair or a Deputy Chair must be removed from their position:
- (a) if he or she resigns;
  - (b) upon the written agreement of FA, PFA and APL;
  - (c) if he or she accepts a disqualifying position (being the position of director, officer, employee, consultant or contractor of FA, APL, a Club, a Member Federation, or of the PFA or is a Player); or
  - (d) if he or she is no longer able to act.

- 5.7 An Arbitrator must be removed from the Roster of Arbitrators:
- (a) if he or she resigns;
  - (b) if removed or withdrawn from the Roster of Arbitrators by his or her nominator;
  - (c) if he or she accepts a disqualifying position (being the position of director, officer, employee, consultant or contractor of FA, APL, a Club, a Member Federation, or of the PFA or is a Player); or
  - (d) if he or she is no longer able to act.
- 5.8 A Panel comprising a Chair or Deputy Chair that is removed from their position in accordance with clause 5.6, must have a replacement appointed to the Panel in accordance with these Regulations and all aspects of the proceedings in which the replaced Chair or Deputy Chair took part must be deemed invalid and must be repeated.
- 5.9 A Panel comprising an Arbitrator that is removed from the Roster of Arbitrators in accordance with:
- (a) clauses 5.7(a) to 5.7(b) may continue to hear any matter already submitted to that Panel (including the removed Arbitrator); and
  - (b) clauses 5.7(c) and 5.7(d), must have a replacement Arbitrator appointed to the Panel and all aspects of the proceedings in which the replaced Arbitrator took part must be deemed invalid and must be repeated.
- 5.10 Unless the context otherwise requires, a Deputy Chair must perform the functions of the Chair under these Regulations if the Chair is unable to perform those functions (including where the Chair is unavailable).

#### ***Formation of the NDRC***

- 5.11 The A-Leagues Sub-Chamber, the Professional Leagues Sub-Chamber and National Team Sub-Chamber form the NDRC.
- 5.12 Subject to clause 5.13, the formation of the:
- (a) A-Leagues Sub-Chamber is in accordance with item 1 of Schedule 1;
  - (b) Professional Leagues Sub-Chamber is in accordance with item 1 of Schedule 2; and
  - (c) National Team Sub-Chamber is in accordance with item 2 of Schedule 3.

#### ***Appeals***

- 5.13 Except where a Dispute the subject of an Appeal was heard by a Panel of a single Arbitrator and the parties mutually agree to such an Appeal being heard by a single Arbitrator, all Appeals must be heard by a Panel of three (3) Arbitrators in accordance with these Regulations. Provided always that the Arbitrator(s) that provided the Determination the subject of the Appeal are ineligible for the Appeal's Panel.
- 5.14 Arbitrators must serve by rotation, subject to their availability.

## 6. APPLICATION FOR DETERMINATION OF A DISPUTE

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- 6.1 An application for determination of:
- (a) an A-Leagues Dispute may only be initiated by APL, an A-Leagues Club, an A-Leagues Player or the PFA;
  - (b) a Professional Leagues Dispute may only be initiated by a Professional Leagues Club, a Professional Leagues Player or a Former Professional Leagues Player; and
  - (c) a National Team Dispute may only be initiated by FA, a National Team Player, a Former National Team Player or the PFA.
- 6.2 If FA, APL, a Club, a Player or the PFA wants the NDRC to hear and determine a Dispute (**Applicant**), they must 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 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);
    - (i) a statement summarising the alleged facts and any legal arguments;
    - (ii) an explanation of the provision of the relevant agreement that is alleged to have been breached giving rise to the dispute; and
    - (iii) the specific relief sought and the provision that provides for such relief.

## 7. APPLICABLE TIMEFRAMES AND LIMITATION PERIODS

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### *Applicable Timeframes*

- 7.1 If a party has an express contractual obligation to refer a Dispute or an Appeal to the NDRC 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. For example, an application must be lodged within seven (7) days (as defined in the A-League Men Standard Player Contract) of a purported termination of an A-League Men Standard Player Contract.
- 7.2 It is incumbent upon the Applicant or Appellant, as the case may be, to provide proof that the time limit has been observed.
- 7.3 If a Dispute or Appeal is urgent and any further discussion between the parties is unlikely to resolve that Dispute or Appeal, such urgency may be indicated on the Application Form

which must be taken into account by the Administrator when convening the Panel in accordance with these Regulations.

- 7.4 Where, in accordance with these Regulations, a timeframe is prescribed in which certain action must be taken, for the purposes of calculating such timeframe, the next Business Day or day (as applicable) following the Business Day or day (as applicable) during which the action or event that enlivened or triggered the prescribed timeframe will be treated as the first Business Day or day (as applicable). For example, if the Administrator must convene the Panel in three (3) Business Days and the compliant Application Form is received on Monday, the Administrator must convene the Panel by Thursday.

### ***Limitation Periods***

- 7.5 Subject to clauses 7.6 to 7.9, 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 clause 6 has not been lodged with the Administrator within that limitation period.
- 7.6 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 an Appeal after the expiry of the limitation period provided that the initial application to which the Appeal relates (which complies with clause 6) was lodged within time.
- 7.7 A Dispute arising (in whole or in part) from alleged corruption has no limitation period.
- 7.8 The limitation period must expire at midnight (Sydney time) on the last day of the limitation period. If the last day of the limitation period is not a Business Day, the limitation period must expire at midnight (Sydney time) on the next Business Day.
- 7.9 The Chair may extend the limitation period set out in clause 7.5 in exceptional circumstances upon application from the relevant party.

## **8. AFFECTED PARTY**

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- 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 clauses 6.3(c)(iii) or 19.4(b)(v);

- (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;
- (c) 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 For:

- (a) A-Leagues Disputes, the 'Pre-Hearing Procedure' is set out in Schedule 1;
- (b) Professional Leagues Disputes, the 'Pre-Hearing Procedure' is set out in Schedule 2; and
- (c) National Team Disputes, the 'Pre-Hearing Procedure' is set out in Schedule 3.

## 10. CHALLENGE OF JURISDICTION OR OF ARBITRATOR

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### *Challenge of Jurisdiction*

10.1 If a party wants to contest that the NDRC (and therefore the Panel) does not have jurisdiction, it must do so:

- (a) within seven (7) days upon receiving notice of the Dispute or Appeal; and
- (b) in writing to the Administrator setting out the facts giving rise to such contest.

10.2 If a party contests that the NDRC (and therefore the Panel) does not have jurisdiction in accordance with clause 10.1, the Panel has the power to rule on such objections. In general, the Panel should rule on a contest 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.

### *Challenge of Arbitrator*

10.3 An Arbitrator cannot hear or determine a Dispute or Appeal if that Arbitrator has a conflict of interest or otherwise cannot hear and determine a Dispute in an independent and impartial matter.



- 10.4 If a party wishes to contest that an Arbitrator should not hear or determine a Dispute or Appeal by virtue of clause 10.3, it must do so by notifying the Administrator within two (2) Business Days after the grounds for such contest become known to that party.
- 10.5 The Administrator must promptly provide any notice received in accordance with clause 10.4 to the Panel.
- 10.6 If a party contests that an Arbitrator should not hear or determine a Dispute or Appeal in accordance with clause 10.4, then a decision must be made by the Panel (including the Arbitrator whose ability to hear and determine a Dispute or Appeal has been contested) as to that Arbitrator's ability to hear and determine the Dispute or Appeal.
- 10.7 If a decision is made under clause 10.6 that an Arbitrator cannot hear and determine a Dispute or Appeal after the Panel has been convened, that Arbitrator must be removed from the Panel and a new Arbitrator appointed as follows:
- (a) if the Arbitrator removed is the Chair, he or she must be replaced by a Deputy Chair (and vice versa);
  - (b) if the Arbitrator removed was the single Arbitrator who had been appointed to the Panel to determine a Dispute in accordance with Schedule 1, Schedule 2 or Schedule 3 (as applicable), the replacement Arbitrator must also be jointly agreed by the parties to the Dispute;
  - (c) if the Arbitrator removed from a Panel of three arbitrators was nominated to the Roster of Arbitrators by FA, the replacement Arbitrator must also be an Arbitrator nominated to the Roster of Arbitrators by FA; and
  - (d) if the Arbitrator removed from a Panel of three arbitrators was nominated to the Roster of Arbitrators by APL, the replacement Arbitrator must also be an Arbitrator nominated to the Roster of Arbitrators by APL; and
  - (e) if the Arbitrator removed from a Panel of three arbitrators was nominated to the Roster of Arbitrators by the PFA, the replacement Arbitrator must also be an Arbitrator nominated to the Roster of Arbitrators by the PFA.
- 10.8 If an Arbitrator is replaced in accordance with clause 10.7 then:
- (a) 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
  - (b) 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 chair of the Panel determines, in their absolute discretion, that it is necessary to do so to ensure that the Dispute or Appeal is determined in accordance with the objectives in clause 2.3.

## **11. SUBMISSIONS AND EVIDENCE**

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- 11.1 For:

- (a) A-Leagues Disputes, the regulations for submissions and evidence are set out in Schedule 1;
- (b) Professional Leagues Disputes, the regulations for submissions and evidence are set out in Schedule 2; and
- (c) National Team Disputes, the regulations for submissions and evidence are set out in Schedule 3.

## **12. HEARING**

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- 12.1 In consultation with FA, the Panel may determine the location, the seat and the method or platform for the conduct of the meeting, which may include physically in FA's head office in Sydney, New South Wales, via videoconference, a hybrid of these two, or in any other form or via any other technology or digital platform that the Panel considers appropriate or necessary.
- 12.2 Disputes or Appeals will be determined in accordance with:
- (a) the applicable statutory and common law as provided for in clause 22;
  - (b) the terms of applicable regulations; and
  - (c) considerations of general justice and fairness.
- 12.3 The Panel has the right to determine all procedures to be adopted during the hearing of a Dispute or Appeal 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 item 3.6 of Schedule 1, item 3.7 of Schedule 2, and item 4.6 of Schedule 3,) or request the production of documents or any relevant written evidence available to FA, APL, PFA, Clubs and Players or any other person, including declarations from the parties and witnesses, expert opinion and video or audio recordings.
- 12.4 Unless otherwise prescribed in these Regulations and subject to clause 12.2, there will be one (1) hearing during which the Panel hears the parties, any permitted witnesses and any experts, as well as the parties' final oral arguments.
- 12.5 At a hearing:
- (a) a party (or any person referred to item 3.7 of Schedule 1, item 3.8 of Schedule 2, and item Schedule 3.4.7 of Schedule 3 (subject to those items)) may attend in person, by phone, videoconference, or any other means necessary or appropriate (as determined in accordance with clause 12.1);
  - (b) a party may be represented by the person in respect of whom notice has been given in accordance with item 3.7 of Schedule 1, item 3.8 of Schedule 2, and item Schedule 3.4.7 of Schedule 3;

- (c) an entity (such as APL 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.
- 12.6 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).
- 12.7 Hearings and deliberations by a Panel will not be open to the public.
- 12.8 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 or Appellant, as the case may be, the Panel may dismiss the Dispute or Appeal; or
  - (b) is the Respondent, Appellee or an Affected Party (who joins the proceedings in accordance with clause 8.3), the Dispute or Appeal must be heard and determined in that party's absence.

### **13. RELIEF**

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- 13.1 Subject to item 4 of Schedule 1 and clause 13.2, a Panel may grant relief as specified in the FA Constitution and, in contractual matters, an award of compensatory and punitive damages.
- 13.2 Notwithstanding clauses 13.1 and 15.2, a Panel may, in its sole and absolute discretion, also order that a Respondent or Appellee (as applicable) reimburse an Applicant or Appellant (as applicable) a proportion of the Application Fee or Appeal Fee (as applicable).
- 13.3 Except where time limits are prescribed for payment, a Panel may determine the conditions applicable to the relief granted in relation to a Dispute or Appeal, 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) provide the reasons on which the Determination is based;
  - (c) be signed by the Chair or the Deputy Chair (sitting on the Panel as applicable) 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.

- 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 Chair of the Panel will have the casting vote.
- 14.5 Unless otherwise specified in a particular clause of these Regulations, the FA Statutes or by the Panel, the Determination (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 or Appeal, 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 or Appeal.

## **16. CORRECTION OF A DETERMINATION**

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- 16.1 Within thirty (30) days of receipt of a written Determination, a party may by written notice to the other parties and the Administrator, request the Panel to correct in the written 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. SETTLEMENT OR TERMINATION OF PROCEEDINGS**

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- 17.1 Parties are encouraged to settle Disputes or Appeals, and parties may do so at any time, including after an Application Form has been submitted or any proceedings have commenced.
- 17.2 If, before a Determination is made, the parties agree on a settlement of the Dispute or Appeal, 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.
- 17.3 A Determination on agreed terms has the same status and effect as any other Determination on the merits of the case.
- 17.4 The Panel must issue an order for termination of any proceedings if the:
  - (a) Applicant or Appellant (as applicable) 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 17.5 below.
- 17.5 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.
- 17.6 A copy of the signed order for termination must be provided to the parties.

## **18. PUBLICATION AND CONFIDENTIALITY**

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- 18.1 FA must keep a central register of all Determinations made by Panels of the NDRC.
- 18.2 Subject to clause 18.3, the written Determination made by a Panel, and submissions, evidence and proceedings must not be made public unless the parties and FA agree otherwise.
- 18.3 FA may:
  - (a) report on the outcomes of Determinations of the NDRC; and
  - (b) provide future Panels with copies of written Determinations.
- 18.4 All submissions, evidence and information provided in proceedings of the NDRC 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.

## **19. APPEALS**

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### ***Grounds of Appeal***

- 19.1 Appeal hearings before a Panel in accordance with this clause 19 are not de novo. The sole grounds for an Appeal are as follows:
  - (a) that the party was not afforded a reasonable opportunity to be heard; and/or
  - (b) the Determination was affected by bias; and/or

- (c) the Determination was one that was not reasonably open to the Panel having regard to the evidence before it.

***Initiating an Appeal***

- 19.2 Subject to clause 2.4, 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 initiate an Appeal arising out of those proceedings.
- 19.3 A party wanting to Appeal (**Appellant**) must lodge an Application Form with the Administrator in accordance with this clause 19, and for:
  - (a) A-Leagues Appeals, Schedule 1, item 5;
  - (b) Professional Leagues Appeals, Schedule 2, item 4; and
  - (c) National Team Appeals, Schedule 3, item 5.
- 19.4 An Application Form lodged by an Appellant in accordance with clause 19.3 must, subject to clause 19.5, be:
  - (a) 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); and
  - (b) signed by the Appellant and contain the following mandatory information (in addition to any other relevant mandatory information provided for in the Application Form):
    - (i) the name and contact details of the Appellant and the Appellee and, if applicable, any Affected Party;
    - (ii) specify the grounds of appeal it contends it has to the NDRC as specified in clause 19.1;
    - (iii) a statement summarising the alleged facts and any legal arguments;
    - (iv) a copy of the written Determination being appealed; and
    - (v) a description of the relief sought.
- 19.5 The period for lodgement of:
  - (a) an A-Leagues Appeals, Schedule 1, item 5;
  - (b) a Professional Leagues Appeals, Schedule 2, item 4; and
  - (c) a National Team Appeals, Schedule 3, item 5,must expire at midnight (Sydney time) on the last day of the limitation period. The chair of the Panel may extend this period in exceptional circumstances.
- 19.6 If the Administrator receives an Application Form which complies with clause 19.4, the Administrator must convene the Panel, with respect to:
  - (a) A-Leagues Appeals, in accordance with item 5.2 of Schedule 1;
  - (b) Professional Leagues Appeals, in accordance with item 5.2 of Schedule 2; and

- (c) National Team Appeals, in accordance with item 5.2 of Schedule 3, unless the parties notify the Administrator in writing of an alternate mutually agreed timeframe.
- 19.7 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 first instance hearing.
- 19.8 If the Panel determines that an Appellant has not established that one (1) or more of the grounds of Appeal set out in clause 19.1 are made out, the Panel must dismiss the application for Appeal.
- 19.9 If the Panel determines that an Appellant has established that one (1) or more of the grounds of Appeal set out in clause 19.1 are made out, the Panel must make a new Determination.
- 19.10 Written notice of a Determination made under clauses 19.8 and 19.9 must be promptly provided to the parties, as soon as practicably possible following the Determination being made.
- 19.11 The Determination of an Appeal Panel is final and conclusive and binding on the parties.

### ***Appeal Procedure***

- 19.12 Subject to the relevant matters in Schedule 1, Schedule 2 and Schedule 3, the following provisions, with all necessary amendments, apply to all Appeals:
- (a) 3 (Administrator);
  - (b) 8 (Affected Party);
  - (c) 10 (Challenge of Jurisdiction or of Arbitrator);
  - (d) 11 (Submissions and Evidence);
  - (e) 12 (Hearing);
  - (f) 13 (Relief);
  - (g) 14 (Form and Content of a Determination);
  - (h) 15 (Costs Award);
  - (i) 16 (Correction of a Determination);
  - (j) 17 (Settlement or Termination of Proceedings);
  - (k) 18 (Publication and Confidentiality); and
  - (l) 20 (Failure to Respect Determination).

## **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. Unless otherwise specified in a particular regulation

or by the Panel who made the Determination, the parties undertake to carry out the final 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 these Regulations and FA may after giving the non-compliant party an opportunity to show cause, impose sanctions provided in the FA 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 FA with a fine for failing to comply with the instructions issued by a Panel;
  - (b) given a final time limit by FA 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.

## **21. NO RECOURSE TO COURTS**

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- 21.1 The Determination of a Dispute or Appeal made in accordance with these Regulations will be final and binding on the parties and neither FA, APL, the PFA, a Club, a Player 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.

## **22. APPLICABLE LAW**

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Unless otherwise stated in the Player Contract or Professional Leagues Player Contract, the law as applicable in New South Wales must be applied to a Dispute or Appeal determined in accordance with these Regulations.

## **23. IMMUNITY**

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- 23.1 The parties, and their respective witnesses and experts and all other persons taking part in any proceedings relating to a Dispute or Appeal, and the PFA, agree to not institute or maintain any proceedings, or bring any claim of any nature whatsoever against FA, the NDRC 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 Appeal, or arising out of any Determination or Appeal Determination or findings made or otherwise.

23.2 Each party, and their respective witnesses and experts and all other persons taking part in any proceedings relating to a Dispute or Appeal, and the PFA (**Indemnifiers**) indemnify FA, the NDRC 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 of any proceedings or claim of any nature whatsoever brought against the Indemnified Persons by any related party of that Indemnifier.

23.3 All witnesses and experts of parties and all other persons taking part in any proceedings relating to a Dispute or Appeal, and the PFA and APL, agree to be bound by these Regulations.

## 24. SUBSTANTIAL COMPLIANCE

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No proceedings before the NDRC in relation to a Dispute or Appeal 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, unless the Chair, chair of the Panel or sole Arbitrator (as applicable) so determines.

## 25. NOTICE

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25.1 A party notifying or giving notice under these Regulations must do so in writing and in English.

25.2 A notice will be taken to have been received:

- (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 on a Business Day to the recipient's address, on the date of transmission, or if sent by email on a non-Business Day to the recipient's address, on the next Business Day (in both cases as long as the sender's email records a successful transmission).

25.3 Unless otherwise specified, all notices must be received by close of business on a Business Day at the location of the recipient.

## 26. ENFORCEMENT

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These National Dispute Resolution Chamber Regulations come into force on 22 September 2022.

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## SCHEDULE 1. A-LEAGUES SUB-CHAMBER

### 1 FORMATION OF THE A-LEAGUES SUB-CHAMBER

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- 1.1 Subject to items 1.3 and 1.5 of this Schedule, A-Leagues Player Disputes that are not of an International Dimension must be heard by a Panel convened in accordance with the following order of priority:
- (a) the Chair sitting alone; then
  - (b) where the Chair is unavailable, a Deputy Chair sitting alone selected on a rotational basis (subject to availability); then
  - (c) where the Chair and Deputy Chair(s) are unavailable, a single Arbitrator from the Roster of Arbitrators whose appointment to the Panel is jointly agreed by the PFA and APL.
- 1.2 Subject to item 1.5 of this Schedule, A-Leagues Player Disputes of an International Dimension must be heard by a Panel of three (3) Arbitrators comprising:
- (a) the Chair or the Deputy Chair;
  - (b) one (1) Arbitrator nominated to the Roster of Arbitrators by APL; and
  - (c) one (1) Arbitrator nominated to the Roster of Arbitrators by the PFA.
- 1.3 A-Leagues Player Payment Disputes and Sporting Sanctions A-Leagues Player Payment Disputes must be heard by a Panel convened in accordance with the following order of priority:
- (a) the Chair sitting alone; then
  - (b) where the Chair is unavailable, a Deputy Chair sitting alone selected on a rotational basis (subject to availability); then
  - (c) where the Chair and Deputy Chair(s) are unavailable, a single Arbitrator from the Roster of Arbitrators whose appointment to the Panel is jointly agreed by the PFA and APL.
- 1.4 Subject to item 1.5 of this Schedule, A-Leagues CBA Disputes must be heard by a Panel convened:
- (a) the Chair sitting alone; then
  - (b) where the Chair is unavailable, a Deputy Chair sitting alone selected on a rotational basis (subject to availability); then
  - (c) where the Chair and Deputy Chair(s) are unavailable, a single Arbitrator from the Roster of Arbitrators whose appointment to the Panel is jointly agreed by PFA and APL.
- 1.5 A party (excluding an Affected Party joining the proceedings in accordance with clause 8.3) to an A-Leagues Player Dispute that is not of an International Dimension, an A-Leagues

Player Payment Dispute or a Sporting Sanctions A-Leagues Player Payment Dispute, may petition the Chair 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 Chair may decide in their sole and absolute discretion to have the matter heard by a single Arbitrator in accordance with items 1.1, 1.3, and 1.4 or a Panel of three (3) Arbitrators in accordance with item 1.2.

- 1.6 Subject to clause 5.13, an A-Leagues Appeal must be heard by a Panel of three (3) Arbitrators comprising:
- (a) the Chair or the Deputy Chair;
  - (b) one (1) Arbitrator nominated to the Roster of Arbitrators by APL; and
  - (c) one (1) Arbitrator nominated to the Roster of Arbitrators by the PFA.

## **2 PRE-HEARING PROCEDURES**

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- 2.1 Once the Administrator receives an Application Form which complies with these Regulations, the Administrator must convene the Panel as soon as practicable and, in any event, with respect to:
- (a) an A-Leagues Player Payment Dispute or a Sporting Sanctions A-Leagues Player Payment Dispute, as soon as practicable and in any event within three (3) Business Days; or
  - (b) an A-Leagues CBA Dispute or A-Leagues Player Dispute, as soon as practicable and in any event within twenty one (21) days; and
  - (c) subject to item 2.2 of this Schedule 1, an A-Leagues Appeal, as soon as practicable and in any event within twenty one (21) days.
- 2.2 If the A-Leagues CBA Dispute, A-Leagues Player Dispute or A-Leagues Appeal is urgent, the Applicant or Appellant (as applicable) may indicate as such on the Application Form in accordance with clause 7.3 and the Administrator may, in their sole and absolute discretion, issue an administrative order shortening the period for convening the Panel than specified in items 2.1(b) and 2.1(c) above.
- 2.3 Once convened, the Panel must issue directions with respect to the determination of the A-Leagues Dispute as soon as practicable and to convene a date for the hearing, with respect to:
- (a) an A-Leagues Player Payment Dispute or a Sporting Sanctions A-Leagues Player Payment Dispute, being no later than five (5) Business Days after being convened (or as soon as possible thereafter); and
  - (b) an A-Leagues CBA Dispute, A-Leagues Player Dispute or A-Leagues Appeal, being no later than twenty one (21) days of being convened (or as soon as possible thereafter).
- 2.4 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:

- (a) is the Applicant or the Appellant, the Panel may continue the proceedings; or
- (b) is the Respondent, Appellee, or an Affected Party (who joins the proceedings in accordance with clause 8.3), the Panel must continue the proceedings.

### **3 SUBMISSIONS AND EVIDENCE**

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- 3.1 The terms of this item 3 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.
- 3.2 The proceedings regarding the determination of an A-Leagues Dispute or an A-Leagues Appeal before the Panel must comprise:
  - (a) written submissions, materials, documents or other evidence a party intends to rely on in the hearing; and
  - (b) subject to item 3.3 of this Schedule 1, an oral hearing.
- 3.3 After consulting the parties, the Panel may, if it deems itself to be sufficiently well informed, decide not to hold a hearing.
- 3.4 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 item 3.2(a) above in accordance with item 3.5 below 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.
- 3.5 Unless otherwise directed by the Panel, the materials referred to in item 3.2(a) above supplied to the Administrator by one (1) party:
  - (a) subject to item 3.5(b) immediately below, must be simultaneously supplied, in the digital form or manner prescribed by the Administrator from time to time, to the Administrator and the other party; and/or
  - (b) only if expressly directed by the Administrator, simultaneously in hard copy to:
    - (i) the Administrator in as many copies as there are members of the Panel with three (3) additional copies for the Administrator; and
    - (ii) the other party in as many copies as requested by that party or as directed by the Administrator.
- 3.6 Each party may only make one (1) submission of the materials referred to in item 3.2(a) above, and no further written submissions or evidence may be produced before or during a hearing by a party without the leave of the Panel or as otherwise directed by the Panel.
- 3.7 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 (including the PFA in respect of a Player who wishes to be represented by the PFA);

- (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 a party in the proceedings (for example, an interpreter),

failing which such persons (referred to in items 3.7(a), (b) and (c) above), without the leave of the Panel, must not be allowed to take part in the hearing.

3.8 The Administrator must promptly provide to the Panel:

- (a) copies of the materials supplied to it in accordance with item 3.5 above; and
- (b) the information provided to it in accordance with item 3.7 above.

3.9 The Panel may, *ex officio*, or if determining at the request of one (1) 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.

#### **4 RELIEF – SPORTING SANCTIONS A-LEAGUES PLAYER PAYMENT DISPUTE**

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4.1 Subject to item 4.2 of this Schedule 1, with respect to a Sporting Sanctions A-Leagues Player Payment Dispute, in the event that the Panel determines that there has been a non-payment of a Current A-Leagues Player's:

- (a) salary, bonus payments and/or match payments prescribed in the Standard Player Contract, which is a breach of the Standard Player Contract, which the Current A-Leagues Player had, or has, with an A-Leagues Club; or
- (b) superannuation entitlements prescribed in the Standard Player Contract which the Current A-Leagues Player had, or has, with an A-Leagues Club, in breach of the relevant applicable superannuation legislation,

and the Current A-Leagues Player has requested a Sporting Sanctions Order as relief, then the Panel must issue the following orders in its Determination in relation to the A-Leagues Club which is determined to have breached a Standard Player Contract which the Current A-Leagues Player had, or has, with that A-Leagues Club:

- (c) FA and APL be instructed to immediately impose a registration embargo upon the A-Leagues Club which must continue to apply until the payment default is remedied;
- (d) if the payment default is not remedied within seven (7) days of the final Determination of the Panel, APL be instructed to impose a suspended points deduction of four (4) A-League Men or A-League Women (as applicable) competition points on the A-Leagues Club, with APL to provide written notification to the A-Leagues Club of such suspended points deduction; and
- (e) if the payment default is not remedied within fourteen (14) days of the final Determination of the Panel, the suspended points deduction referred to in item 4.1(d) of this Schedule must be:

- (i) triggered immediately by APL if the relevant payment date occurs during the relevant A-Leagues regular season; or
- (ii) triggered in the next relevant A-Leagues regular season by APL if the relevant payment date occurs during the A-Leagues finals series or at any time prior to the next relevant A-Leagues regular season,

with APL to provide written notification to the A-Leagues Club of such points deduction; and

- (f) if the A-Leagues Club incurs a suspended points deduction, but makes the outstanding payment prior to the fourteen (14) days from the date of the final Determination lapsing (**Prior Offence**), then if in the same Contract Year that A-Leagues Club is subject to another final Determination of a Panel that there has been a non-payment of a Current A-Leagues Player's:

- (i) salary, bonus payments and/or match payments prescribed in the Current A-Leagues Player's Standard Player Contract, in breach of the Current A-Leagues Player's Standard Player; and/or
- (ii) superannuation entitlements prescribed in the Current A-Leagues Player's Standard Player Contract, in breach of the relevant applicable superannuation legislation,

(**Next Offence**), and such subsequent Current A-Leagues Player has requested a Sporting Sanctions Order as relief, then the suspended points deduction from the Prior Offence must be:

- (iii) triggered immediately by APL if the final Determination date for the Next Offence occurs during the relevant A-Leagues regular season; or
- (iv) triggered in the next relevant A-Leagues regular season by APL if the final Determination date for the Next Offence occurs during the A-Leagues finals series or at any time prior to the next relevant A-Leagues regular season,

with APL to provide written notification to the A-Leagues Club of such points deduction.

- 4.2 The Determination of a Panel at first instance pursuant to item 4.1 above will not take effect until the earlier of the:

- (a) unsuccessful party confirming in writing to the Administrator that no Appeal will be made;
- (b) unsuccessful party failing to exercise any Appeal rights within the timeframes prescribed within clause 19 of these Regulations and item 5.1 below; or
- (c) a Panel confirming the Determination of the Panel at first instance on Appeal,

provided always that the Determination of the Panel at first instance will not take effect if a Panel overturns the Panel's Determination on Appeal.

**5 APPEALS**

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- 5.1 An Appellant must lodge an Application Form with the Administrator with respect to an A-Leagues Appeal regarding:
- (a) an A-Leagues Player Payment Dispute or a Sporting Sanctions A-Leagues Player Payment Dispute, within two (2) Business Days after receipt of the Panel's written Determination at first instance; or
  - (b) an A-Leagues CBA Dispute or an A-Leagues Player Dispute, within seven (7) days after receipt of the Panel's written Determination at first instance.
- 5.2 Where the Administrator receives an Application Form that complies with clauses 19.3, 19.4 and this item 5, the Administrator must convene the Panel as soon as practicable and, in the case of an A-Leagues Appeal regarding:
- (a) an A-Leagues Player Payment Dispute or a Sporting Sanctions A-Leagues Player Payment Dispute, within three (3) Business Days; or
  - (b) an A-Leagues CBA Dispute or an A-Leagues Player Dispute, within seven (7) days.
- 5.3 Once convened, the Panel must issue directions with respect to the A-Leagues Appeal proceedings as soon as practicable and in the case of an A-Leagues Appeal regarding:
- (a) an A-Leagues Player Payment Dispute or a Sporting Sanctions A-Leagues Player Payment Dispute, convene a date for the hearing being no later than five (5) Business Days after being convened (or as soon as possible thereafter); and
  - (b) an A-Leagues CBA Dispute or A-Leagues Player Dispute, convene a date for the hearing being no later than twenty one (21) days of being convened (or as soon as possible thereafter).

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## SCHEDULE 2. PROFESSIONAL LEAGUES SUB-CHAMBER

### 1 FORMATION OF THE PROFESSIONAL LEAGUES SUB-CHAMBER

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- 1.1 Subject to items 1.2 and 1.3 of this Schedule 2, a:
- (a) Professional Leagues Player Dispute that is not of an International Dimension; and
  - (b) Professional Leagues Player Payment Dispute,
- must be heard by a Panel convened in accordance with the following order of priority:
- (c) the Chair sitting alone; then
  - (d) where the Chair is unavailable, a Deputy Chair sitting alone selected on a rotational basis (subject to availability); then
  - (e) where the Chair and Deputy Chair(s) are unavailable, a single Arbitrator from the Roster of Arbitrators whose appointment to the Panel is jointly agreed by FA and the PFA.
- 1.2 Subject to clause 1.3 of this Schedule 2, Professional Leagues Player Disputes of an International Dimension must be heard by a Panel of three (3) Arbitrators comprising:
- (a) the Chair or the Deputy Chair;
  - (b) one (1) Arbitrator nominated to the Roster of Arbitrators by FA; and
  - (c) one (1) Arbitrator nominated to the Roster of Arbitrators by the PFA.
- 1.3 A party (excluding an Affected Party joining the proceedings in accordance with clause 8.3) to a Professional Leagues Player Dispute that is not of an International Dimension or a Professional Leagues Player Payment Dispute may petition the Chair to convene a Panel of three (3) Arbitrators only on the grounds that Dispute:
- (a) involves complex or serious questions of fact or law; or
  - (b) matters likely to be of a precedential nature.
- In this case, the Chair may decide in their sole and absolute discretion to have the matter heard by a single Arbitrator in accordance with item 1.1 or a Panel of three (3) Arbitrators in accordance with item 1.2.
- 1.4 Subject to clause 5.13, a Professional Leagues Appeal must be heard by a Panel of three (3) Arbitrators comprising:
- (a) the Chair or the Deputy Chair;
  - (b) one (1) Arbitrator nominated to the Roster of Arbitrators by FA; and
  - (c) one (1) Arbitrator nominated to the Roster of Arbitrators by the PFA.



**2 PRE-HEARING PROCEDURES**

---

- 2.1 Once the Administrator receives an Application Form which complies with these Regulations, the Administrator must convene the Panel as soon as practicable and, in any event, with respect to:
- (a) a Professional Leagues Player Payment Dispute, within seven (7) Business Days; or
  - (b) a Professional Leagues Player Dispute, convene the Panel as soon as practicable and in any event within twenty one (21) days.
- 2.2 Once convened, the Panel must issue directions with respect to the determination of the Professional Leagues Dispute as soon as practicable and, where a Panel orders that a hearing is to be convened in accordance with item 3.3 of this Schedule 2, the Administrator must convene a date for the hearing as soon as practicable and, in any event, with respect to:
- (a) a Professional Leagues Player Payment Dispute, fourteen (14) days; and
  - (b) a Professional Leagues Player Dispute, twenty one (21) days.
- 2.3 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:
- (a) is the Applicant or the Appellant, the Panel may continue the proceedings; or
  - (b) is the Respondent, Appellee or an Affected Party (who joins the proceedings in accordance with clause 8.3), the Panel must continue the proceedings.

**3 SUBMISSIONS AND EVIDENCE**

---

- 3.1 The terms of this section 3 of this Schedule 2 apply to ensure each party is provided with an opportunity to consider the other party's case to enable each party to appropriately respond, and to ensure a fair and efficient forum is provided for the determination of Professional Leagues Disputes and Professional Leagues Appeals.
- 3.2 The proceedings before the Panel:
- (a) must comprise written submissions, materials, documents or other evidence a party intends to rely on the matter; and
  - (b) subject to item 3.3 of this Schedule 2, may include an oral hearing.
- 3.3 For the purposes of this Schedule 2, a Panel:
- (a) will determine an application based on the written materials submitted to it by the parties in accordance with these Regulations, unless at least one (1) party applies to the Panel for hearing to be convened;
  - (b) may direct that a hearing be convened if it satisfied, based on the materials submitted to it by the parties and any submission of the party requesting the hearing in its

application, and in its sole and absolute discretion, that a hearing is reasonably necessary in the circumstances, and

- (c) may consider any factors or matters it deems relevant in determining whether or not to convene a hearing.
- 3.4 Where a Panel determines to convene a hearing in accordance with item 3.3 of this Schedule 2, the Panel must direct the Administrator to convene a hearing in accordance with item 2.2.
- 3.5 A party must provide to the Administrator a copy of the materials referred to in item 3.3(a) of this Schedule 2 in accordance with any directions (including as to timetable) issued by the Panel, and, unless otherwise specified by the Panel, in the event of a hearing, at least two (2) Business Days before the scheduled start of the hearing. If a party fails to comply, that party is not, without the leave of the Panel, allowed to submit them to the Administrator, or, if applicable, rely on them at the hearing.
- 3.6 Unless otherwise directed by the Panel, the materials referred to in item 3.3(a) of this Schedule 2 supplied to the Administrator by one (1) party:
- (a) subject to item 3.6(b) immediately below, must be simultaneously supplied, in the digital form or manner prescribed by the Administrator from time to time, to the Administrator and the other party; and/or
  - (b) only if expressly directed by the Administrator, simultaneously in hard copy to:
    - (i) the Administrator in as many copies as there are members of the Panel with three (3) additional copies for the Administrator; and
    - (ii) the other party in as many copies as requested by that party or as directed by the Administrator.
- 3.7 Each party may only make one (1) submission of the materials referred to in item 3.3(a), and no further written submissions or evidence may be produced or lodge by a party, including before or during a hearing, without the leave of the Panel or as otherwise directed by the Panel.
- 3.8 Where a hearing is convened in accordance with item 3.3, and 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 (including the PFA in respect of a Player who wishes to be represented by the PFA);
  - (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 a party in the proceedings (for example, an interpreter);
- failing which such persons (referred to in items 3.8(a) to 3.8(c)), without the leave of the Panel, must not be allowed to take part in the hearing.

- 3.9 The Administrator must promptly provide to the Panel:
- (a) copies of the materials supplied to it in accordance with item 3.6; and
  - (b) the information provided to it in accordance with item 3.8.
- 3.10 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.

#### **4 APPEALS**

---

- 4.1 An Appellant must lodge an Application Form with the Administrator with respect to a Professional Leagues Appeal regarding a:
- (a) Professional Leagues Player Payment Dispute, within seven (7) days after receipt of the Panel's written Determination at first instance; or
  - (b) Professional Leagues Player Dispute, within fourteen (14) days after receipt of the Panel's written Determination at first instance.
- 4.2 Where the Administrator receives an Application Form that complies with clause 19 and this item 4, the Administrator must convene the Panel, in the case of a Professional Leagues Appeal regarding a:
- (a) Professional Leagues Player Payment Dispute, within fourteen (14) days; or
  - (b) Professional Leagues Player Dispute, within twenty one (21) days.
- 4.3 Once convened, the Panel must issue directions with respect to the Professional Leagues Appeal proceedings as soon as practicable and in the case of a Professional Leagues Appeal regarding a:
- (a) Professional Leagues Player Payment Dispute, convene a date for the hearing being no later than fourteen (14) days after being convened (or as soon as possible thereafter); and
  - (b) Professional Leagues Player Dispute, convene a date for the hearing being no later than twenty one (21) days of being convened (or as soon as possible thereafter).

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## SCHEDULE 3. NATIONAL TEAM SUB-CHAMBER

### 1 DEFINITIONS

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- 1.1 All other capitalised terms used but not defined in this Schedule 3 have the meaning given to them in the National Team CBA, the FA Statutes, and, where applicable, these Regulations, including Schedules (and in the event of conflict between meanings given to them in the National Team CBA and the FA Statutes, the meaning given to them in the National Team CBA must apply).
- 1.2 This Schedule 3 must be interpreted, varied and reviewed in accordance with the National Team CBA and the FA Constitution.

### 2 FORMATION OF THE NATIONAL TEAM SUB-CHAMBER

---

- 2.1 Subject to items 2.2 and 2.3 of this Schedule 3, National Team Player Disputes must be heard by a Panel convened in accordance with the following order of priority:
- (a) the Chair sitting alone; then
  - (b) where the Chair is unavailable, a Deputy Chair sitting alone selected on a rotational basis (subject to availability); then
  - (c) where the Chair and Deputy Chair(s) are unavailable, a single Arbitrator from the Roster of Arbitrators whose appointment to the Panel is jointly agreed by FA and the PFA.
- 2.2 Subject to item 2.3 of this Schedule 3, National Team CBA Disputes and National Team Funding Agreement Disputes must be heard by a Panel convened in accordance with the following order of priority:
- (a) the Chair sitting alone; then
  - (b) where the Chair is unavailable, a Deputy Chair sitting alone selected on a rotational basis (subject to availability); then
  - (c) where the Chair and Deputy Chair(s) are unavailable, a single Arbitrator from the Roster of Arbitrators whose appointment to the Panel is jointly agreed by FA and the PFA.
- 2.3 A party (excluding an Affected Party joining the proceedings in accordance with clause 8.3) to a National Team Player Dispute or a National Team Player Payment Dispute may petition the Chair to convene a Panel of three (3) Arbitrators only on the grounds that the National Team Player Dispute or the National Team Player Payment Dispute involves complex or serious questions of fact or law or matters likely to be of a precedential nature. In this case, the Chair may decide in their sole and absolute discretion to have the matter heard by a single Arbitrator in accordance with items 2.1 and 2.2 or a Panel of three (3) Arbitrators comprising:

- (a) the Chair or the Deputy Chair; and
  - (b) one (1) Arbitrator nominated to the Roster of Arbitrators by FA; and
  - (c) one (1) Arbitrator nominated to the Roster of Arbitrators by the PFA.
- 2.4 Subject to clause 5.13, a National Team Appeal must be heard by a Panel of three (3) Arbitrators comprising:
- (a) the Chair or the Deputy Chair; and
  - (b) one (1) Arbitrator nominated to the Roster of Arbitrators by FA; and
  - (c) one (1) Arbitrator nominated to the Roster of Arbitrators by the PFA.

### **3 PRE-HEARING PROCEDURE**

---

- 3.1 Once the Administrator receives an Application Form which complies with these Regulations, the Administrator must, with respect to a National Team CBA Dispute, National Team Funding Agreement Dispute or National Team Player Dispute, convene the Panel as soon as practicable and in any event within twenty one (21) days.
- 3.2 Once convened, the Panel must issue directions with respect to the proceedings as soon as practicable convene a date for the hearing, with respect to a National Team CBA Dispute, National Team Funding Agreement Dispute or a National Team Player Dispute, convene a date for the hearing being no later than twenty one (21) days of being convened (or as soon as possible thereafter).
- 3.3 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:
- (a) is the Applicant or Appellant, the Panel may continue the proceedings; or
  - (b) is the Respondent, Appellee or an Affected Party (who joins the proceedings in accordance with clause 8.3), the Panel must continue the proceedings.

### **4 SUBMISSIONS AND EVIDENCE**

---

- 4.1 The terms of this section 4 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.
- 4.2 The proceedings before the Panel must comprise:
- (a) written submissions, materials, documents or other evidence a party intends to rely on in the hearing; and
  - (b) subject to item 4.3, an oral hearing.
- 4.3 After consulting the parties, the Panel may, if it deems itself to be sufficiently well informed, decide not to hold a hearing.
- 4.4 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 item 4.2(a) in accordance with item 4.5,

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.

4.5 Unless otherwise directed by the Panel, the materials referred to in item 4.2(a) supplied to the Administrator by one (1) party:

- (a) subject to item 4.5(b) immediately below, must be simultaneously supplied, in the digital form or manner prescribed by the Administrator from time to time, to the Administrator and the other party; and/or
- (b) only if expressly directed by the Administrator, simultaneously in hard copy to:
  - (i) the Administrator in as many copies as there are members of the Panel with three (3) additional copies for the Administrator; and
  - (ii) the other party in as many copies as requested by that party or as directed by the Administrator.

4.6 Each party may only make one submission of the materials referred to in item 4.2(a), and no further written submissions or evidence may be produced before or during a hearing by a party without the leave of the Panel or as otherwise directed by the Panel.

4.7 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 (including the PFA in respect of a Player who wishes to be represented by the PFA);
- (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 a party in the proceedings (for example, an interpreter),

failing which such persons (referred to in items 4.7(a) and 4.7(c)) without the leave of the Panel, must not be allowed to take part in the hearing.

4.8 The Administrator must promptly provide to the Panel:

- (a) copies of the materials supplied to it in accordance with item 4.5; and
- (b) the information provided to it in accordance with item 4.7.

4.9 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.

## **5 APPEALS**

---

5.1 An Appellant must lodge an Application Form with the Administrator with respect to National Team Appeal regarding a National Team CBA Dispute, a National Team Funding Agreement

Dispute or a National Team Player Dispute, within seven (7) days after receipt of the Panel's written Determination at first instance.

- 5.2 Where the Administrator receives an Application Form that complies with clauses 19.3 and 19.4, and this item 5.2 of this Schedule 3, the Administrator must convene the Panel as soon as practicable and, in the case of a National Team Appeal regarding National Team CBA Dispute, a National Team Funding Agreement Dispute or a National Team Player Dispute, within seven (7) days.
- 5.3 Once convened, the Panel must issue directions with respect to the National Team Appeal proceedings as soon as practicable and in the case of a National Team Appeal regarding a National Team CBA Dispute, a National Team Funding Agreement Dispute, or a National Team Player Dispute, convene a date for the hearing being no later than twenty one (21) days of being convened (or as soon as possible thereafter).

## **SCHEDULE 4. PRESCRIBED FORM 01: APPLICATION FORM**



**FOOTBALL  
AUSTRALIA**

### **NATIONAL DISPUTE RESOLUTION CHAMBER REGULATIONS**

A-Leagues Sub-Chamber,  
Professional Leagues Sub-Chamber  
National Team Sub-Chamber

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### **APPLICATION FORM**

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#### **FOOTBALL AUSTRALIA LIMITED**

Level 9,1 Shelley Street, Sydney NSW 2000  
Locked Bag A4071, Sydney South NSW 1235  
Telephone: +61 (2) 8020 4000



**1 DETAILS OF PARTIES**

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**Applicant / Appellant Details**

**Applicant / Appellant Name:** \_\_\_\_\_  
**Contact name and title:** \_\_\_\_\_  
*(if applicant/appellant is an entity)* \_\_\_\_\_  
**Address for service of notices:** \_\_\_\_\_  
**Telephone:** \_\_\_\_\_  
**Mobile:** \_\_\_\_\_  
**Email:** \_\_\_\_\_

**Respondent / Appellee Details**

**Respondent / Appellee Name:** \_\_\_\_\_  
**Contact name and title:** \_\_\_\_\_  
*(if respondent/appellee is an entity)* \_\_\_\_\_  
**Address for service of notices:** \_\_\_\_\_  
**Telephone:** \_\_\_\_\_  
**Mobile:** \_\_\_\_\_  
**Email:** \_\_\_\_\_

**Affected Party Details**

**Affected Party Name:** \_\_\_\_\_  
**Contact name and title:** \_\_\_\_\_  
*(if Affected Party is an entity)* \_\_\_\_\_  
**Address for service of notices:** \_\_\_\_\_  
**Telephone:** \_\_\_\_\_  
**Mobile:** \_\_\_\_\_  
**Email:** \_\_\_\_\_

## 2 TYPE OF APPLICATION

The NDRC has jurisdiction to hear Disputes as per clause 4 of the National Dispute Resolution Chamber Regulations (**NDRC Regulations**). Please indicate the type of Dispute that is the subject of the application by ticking the relevant box below:

<input type="checkbox"/>	<b>Player Payment Disputes</b> - Complete sections 3.1 and 4 to 7 <input type="checkbox"/> A-Leagues Player Payment Dispute <input type="checkbox"/> Professional Leagues Player Payment Dispute <input type="checkbox"/> National Team Player Payment Dispute
<input type="checkbox"/>	<b>Sporting Sanctions A-Leagues Player Payment Dispute</b> - Complete sections 3.1 and 4 to 7
<input type="checkbox"/>	<b>CBA Disputes</b> - Complete sections 3.1 and 4 to 7 <input type="checkbox"/> A-Leagues CBA Dispute <input type="checkbox"/> National Team CBA Dispute
<input type="checkbox"/>	<b>National Team Funding Agreement Disputes</b> - Complete sections 3.1 and 4 to 7
<input type="checkbox"/>	<b>Player Dispute</b> - Complete sections 3.1 and 4 to 7 <input type="checkbox"/> A-Leagues Player Dispute <input type="checkbox"/> Professional Leagues Player Dispute <input type="checkbox"/> National Team Player Dispute
<input type="checkbox"/>	<b>Appeal of First Instance Decision</b> - Complete sections 3.2 and 4 to 7 <input type="checkbox"/> A-Leagues Appeal <input type="checkbox"/> Professional Leagues Appeal <input type="checkbox"/> National Team Appeal
<input type="checkbox"/>	<b>Affected Party</b> - Complete sections 3.3 and 4 to 7

## 3 DETAILS OF DISPUTE

### 3.1 First Instance

Briefly state the relevant facts and legal arguments relevant to the Dispute in the space below. You must include a clear statement of the issues you are submitting to the Panel for determination and an explanation of the provision of the relevant agreement that is alleged to have been breached giving rise to the Dispute. If necessary, continue in an annexure:









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**6 INSTRUCTIONS FOR LODGING APPLICATION**

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All correspondence, applications or other general queries must be addressed to the Administrator using the following contact details:

**Football Australia  
Administrator the NDRC**  
Level 9, 1 Shelley Street, Sydney NSW 2000  
Locked Bag A4071, Sydney South NSW 1235  
Ph: (02) 8020 4000  
[NDRCAdministrator@footballaustralia.com.au](mailto:NDRCAdministrator@footballaustralia.com.au)

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**7 SIGNATURE OF APPLICANT / APPELLEE / AFFECTED PARTY**

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I warrant that the information contained in this Application Form is true and correct.

**Signed:**

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**Name:**

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**Position:**

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**Date:**

D / M M / Y E A R

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**Your privacy:** FA collects your personal information so we can administer the Panel. Your information will be shared with members of the Panel. You have a right to access certain personal information that we collect and hold about you. You may contact us at [privacy@footballaustralia.com.au](mailto:privacy@footballaustralia.com.au). A copy of the FA Privacy Policy is available at [www.footballaustralia.com.au/privacy](http://www.footballaustralia.com.au/privacy).