



**COMMUNITY  
FOOTBALL**

**RULES & REGULATIONS  
NOVEMBER 2022**

**SANFL COMMUNITY FOOTBALL  
REGULATIONS**

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## SUMMARY OF CHANGES | APPROVED PLAYER POINT SYSTEM & REGULATION 3

as @ 21 November 2022

### APPS (APPENDIX 4 OF REGULATIONS)

Clause	Change / Amendment / Summary
<b>6.4 Junior Player Point Allocation</b>	Reduction of 25 games to 20 games. Clause now reads:  <i>6.4 "Junior Players" means a player under the age of 18 years who has played a minimum of <b>20 games</b> from the year in which they turn 13 years of age with an Affiliated League Club or school affiliate of an Affiliated League Club, with which they are seeking registration.</i>
<b>8.6 Player Points Allocation</b>	Reduction of 25 to 20 games. Clause now reads:  <i>8.6. Subject to clause 8.7, a registered player of an Affiliated League Club who has played a total of <b>20 or more games</b> in a Senior (A Grade) Team of Reserve (B Grade) Team or Junior Football with that Affiliated League Club, who has previously transferred to a Club will have a Player Points Rating of Zero (0).</i>
<b>8.6.1 Player Point Allocation</b>	Reduction of 25 games to 20 games. Clause now reads:  <i>8.6.1 Subject to clause 8.7, a registered player of an Affiliated League Club who has played a total of <b>20 of more games</b> in a Senior (A Grade) Team or Reserve (B Grade) Team or Junior Football with that Affiliated League Club, who has previously transferred to a Club will have a Player Points rating of Zero (0).</i>
<b>8.6.1.1 Player Point Allocation</b>	Reduction of 25 games to 20 games. Clause now reads:  <i>8.6.1.1. Subject to clause 8.6.1 a registered player of an Affiliated League Club will have a Player Points Rating of zero (0) in the following season, regardless of whether that player has played a total of <b>20 or more games</b> in a Senior (A Grade) Team or Reserves (B Grade) Team or Junior Football with that Affiliated League Club.</i>

### REGULATION 3

Clause	Change / Amendment / Summary
<b>3. SANFL Country Zone Committee ('CZC')</b>	The Regional Football Advisory Council ('RFAC') has been renamed to reflect the updated Country Zone Committee Charter.  Clause 3 now reads:  <b>3. SANFL Country Zone Committee ('CZC')</b>  <i>3.1 There will be a <b>Country Zone Committee</b> comprising the members appointed under Regulation 4.2 by the Zone Advisory Council of each Zone referred to in Regulations 2.1.1 to 2.1.6 inclusive.</i>

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These Regulations are made under Rule 5.1.4 of the Constitution and Rules of the SANFL Community Football

### 1. Interpretation

In this construction and interpretation of these Regulations unless the contrary intention appears on the context otherwise permits or requires:

- 1.1. **'Affiliated League'** means a football League which has affiliated with SANFL Community Football under Rule 9.4 of the SANFL Community Football Constitution;
- 1.2. **'Affiliated League Club'** and **'Club'** means a football club which is a member of, or which fields a team in a football competition conducted by an Affiliated League;
- 1.3. **'Affiliated Leagues Council'** means the body formerly provided for under these Regulations and known by that name;
- 1.4. **'AFL'** means the Australian Football League.
- 1.5. **'AFL Interstate Player Transfer Regulations'** means regulations relating to the transfer of players from one State or Territory of Australia to another as published by the AFL from time to time.
- 1.6. **'Appeal Tribunal'** means a League Independent Tribunal or Zone Independent Tribunal appointed under Regulation 5 of these Regulations or the Permit Tribunal as the case may be;
- 1.7. **'Approved Player Point's System'** and **'APPS'** means a Player Point System approved by the Committee which has been adopted by an Affiliated League under clause 32
- 1.8. **'Committee'** and **'Community Football Committee'** means the Committee of Directors of SANFL Community Football appointed under Rule 4 of the SANFL Community Football Constitution;
- 1.9. **'Bona fide change of residence'** means for the purposes of Regulation 9, a substantiated and verifiable change of place of residence by a player;
- 1.10. **'Chief Executive Officer'** means the General Manager of the SANFL Community Football appointed under Rule 20 of the SANFL Community Football Constitution;
- 1.11. **'Clearance'** means an approval to transfer as a player from an Affiliated League Club under Regulation 8 of these Regulations;
- 1.12. **'Clearance Form'** means a form to be completed by a player seeking an approval to transfer as a player from an Affiliated League Club;
- 1.13. **'Country Championships'** means the competition arranged and conducted by the Committee in consultation with the Regional Football Advisory Council referred to in Regulation 7.4 of these Regulations;
- 1.14. **'Contractual Obligation'** means for the purposes of Regulation 9 a written agreement between a person and an Affiliated League Club under which that person agrees to provide his services as a football player to that Club for a fixed term;
- 1.15. **'Financial Indebtedness'** means for the purpose of Regulation 9 a debt owing by a player to a club for subscriptions of the last season in which the player played for that club;
- 1.16. **'Financial Year'** means the period commencing on 1 November in a year and ending on 31 October in the following year;
- 1.17. **'football'** means the game of Australian Football;
- 1.17A **'Football Advisory Councils'** means the Regional Football Advisory Council **'Football Commission'** means the South Australian Football Commission appointed under Rule 5.5 of the SANFL Constitution;

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- 1.18. **'Investigation Committee'** means the Investigation Committee appointed by the Committee under Regulation 5 of these Regulations;
- 1.19A **'Junior District Leagues'** means North East Metro Junior Football Association
- 1.19. **'League Commissioners'** and **'SANFL League Commissioners'** means the League Commissioners appointed under Regulation 2.1 of the SANFL Regulations;
- 1.20. **'League Independent Tribunal'** means a Tribunal appointed by an Affiliated League under Regulation 5.1 of these Regulations;
- 1.21. **'Match'** or **'Football Match'** means any game of football either played by a team of an Affiliated League Club in a competition promoted, conducted or controlled by the SANFL Community Football an Affiliated League or which has otherwise been approved by the SANFL Community Football an Affiliated League;
- 1.22B **'Officer'** means a member of any committee, director, officer, administrator, employee or any other office holder or servant of an Affiliated League, or an Affiliated League Club respectively whether remunerated or not
- 1.22. Deleted
- 1.23. **'Permit Tribunal'** means the Permit Tribunal appointed under Regulation 2.4 of the SANFL Regulations;
- 1.24. **'player'** or **'Player'** means a person who is registered to play football with an Affiliated League Club;
- 1.25. **'Player Points System'** means a Points System referred to in Regulation 32;
- 1.26. **'Qualification For A Game Played'** means a player is in attendance at the venue, is dressed in appropriate playing attire by half time and is entered on the team sheet. If the player does not meet these requirements, the players name must be removed from the team sheet and may not be replaced, and the player is deemed to not have played in the game;
- 1.27. **'Regional Affiliated League'** means an Affiliated League referred to in Regulations 2.1.1 to 2.1.6 inclusive of these Regulations;
- 1.28. **'Regional Football Advisory Council'** means the body known by that name referred to in Regulation 3 of these Regulations;
- 1.29. **'Regional Football Manager'** means the person appointed to manage and administer football in Regional South Australia under Regulation 3.4 of these Regulations;
- 1.30. **'Regional State Team'** means the team to be selected under Regulation 7 of these Regulations;
- 1.31. **'Regional State Team Selection Committee'** means the committee appointed to select a Regional Affiliated League State Team under Regulation 7.1 of these Regulations;
- 1.32. **'Regulations'** means these Regulations;
- 1.33. **'SA AFL'** means the South Australian Amateur Football League Inc;
- 1.34. **'SANFL Community Football Constitution'** means the Constitution and Rules of the SANFL Community Football;
- 1.35. **'SANFL'** means the South Australian National Football League Inc;
- 1.36. **'SANFL Constitution'** and **'League Constitution'** means the Constitution and Rules of the SANFL;
- 1.37. **'SANFL League Club'** means a League Club referred to Rule 3.18 of the SANFL Constitution;
- 1.38. **'SANFL Regulations'** means Regulations made by the Football Commission under Rule 5.5.10.1.12 of the SANFL Constitution and includes any By-Laws and Standing Orders made under that Rule;
- 1.40B **'SAWFL'** means the South Australian Womens Football League Inc;

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- 1.39. **'Season'** means the period between 1 February and 31 December in each calendar year;
- 1.40. **'Zone'** and **'Regional Zone'** means each of the Regional Zones referred to in Regulations 2.1.1 to 2.1.6 inclusive of these Regulations;
- 1.41. **'Zone Advisory Council'** means a Zone Advisory Council appointed under Regulation 4.1 of these Regulation as varied from time to time;
- 1.42. **'Zone Independent Tribunal'** means the Tribunal appointed by each Zone Advisory Council appointed under Regulation 4.2.5 of these Regulations;
- 1.43. Words describing the singular number include the plural number and vice versa;
- 1.44. Reference to any gender indicates every other gender and words describing individual persons included corporations and vice versa;
- 1.45. Headings are for convenience only and do not affect the interpretation or construction of these Regulations.

**2. Zones**

- 2.1 At the date of the adoption of these Regulations and until otherwise decided by the Committee, there will be one (1) Metropolitan Zone and six (6) Regional Zones comprising of the Affiliated Leagues listed below:

**ZONE LEAGUES**

- 2.1.1 **South East Zone** – Mid South East, Kowree Naracoorte Tatiara and Western Border Football Leagues
- 2.1.2 **Eastern Zone** – Hills, Riverland, River Murray and Mallee Football Leagues
- 2.1.3 **Southern Zone** - Great Southern, Southern and Kangaroo Island Football Leagues
- 2.1.4 **Central Zone** - Barossa, Light and Gawler Football Association, Northern Areas Football Association, North Eastern, Adelaide Plains and Yorke Peninsula Football Leagues
- 2.1.5 **Northern Zone** - Whyalla, Spencer Gulf, Broken Hill and Far North Football Leagues and Northern Areas Football Association
- 2.1.6 **Western Zone** - Port Lincoln, Great Flinders, Eastern Eyre, Western Eyre Football Leagues
- 2.1.7 **Metropolitan Zone** – Adelaide Footy League
- 2.2 The number name and composition of the Zones may be varied from time to time to comprise such Affiliated Leagues or Associations as shall be decided by the Committee in consultation with the Regional Football Advisory Council.
- 2.3 The number name and composition of the Zones may be reviewed by the Committee at any time, but in any event must be reviewed at intervals of not more than two (2) years. Such review must be carried out by the Committee itself, or by the Investigation Committee or other committee appointed or nominated by the Committee, in either case in consultation with the Regional Football Advisory Council.

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### **3. SANFL Country Zone Committee ('CZC')**

- 3.1 There will be a Country Zone Committee comprising the members appointed under Regulation 4.2 by the Zone Advisory Council of each Zone referred to in Regulations 2.1.1 to 2.1.6 inclusive.
- 3.2 The objects and powers of the Country Zone Committee are to:
  - 3.2.1 Promote manage and develop community football generally in South Australia in consultation with and subject to any direction of the Committee;
  - 3.2.2 Investigate, report to, make recommendations to and advise the Committee upon matters relating to or affecting community football in South Australia;
  - 3.2.3 Implement any initiatives, proposals and plans which the Committee may direct concerning or affecting community football in South Australia;

### **3.3 Football Advisory Council Meetings and Procedures**

- 3.3.1 Each of the Football Advisory Councils will meet for the purpose of conducting its business and otherwise regulate its meetings as it thinks fit. Until otherwise decided by the relevant Football Advisory Council it will meet not less than two times in each year on dates to be determined by it;
- 3.3.2 In addition to the meetings referred to in Regulation 3.3.1 a meeting of a Football Advisory Council must be called not less than and not more than 14 days after written notice is given by not less than two members of the relevant Council requesting such meeting. Any request for such meeting must state the business to be discussed at the meeting;
- 3.3.3 A quorum for a meeting of a Football Advisory Council will be 5 members;
- 3.3.4 Each of the Football Advisory Councils must appoint one of its number to be the Chairman of its meetings provided that if one or more of its members is/are members of the Community Football Committee, the Chairman must be appointed from those members.
- 3.3.5 If for any reason the Chairman is or will be absent from any meeting he must nominate another member of the relevant Football Advisory Council to be the Chairman of that meeting. If the Chairman does not make that nomination the members of the relevant Football Advisory Council present must appoint from their number another person to be the Chairman of that meeting;
- 3.3.6 All resolutions of each of the Football Advisory Councils must be passed by a simple majority. Each member of a Football Advisory Council, including the Chairman, is entitled to a deliberative vote on any resolution put to it. In the event of equality of votes, the Chairman or in his absence the Chairman of that meeting will not have a casting vote;
- 3.3.7 A resolution in writing signed by a majority of the members of a Football Advisory Council for the time being entitled to vote at a meeting of the relevant Football Advisory Council, will be as valid and effectual as if it had been passed at a meeting of the relevant Football Advisory Council duly convened and held. Any such resolution may consist of several documents in like form, each signed by one or more members of the relevant Football Advisory Council;
- 3.3.8 Each of the Football Advisory Councils may regulate the conduct of its meetings in such manner as it sees fit. Failing any such regulation, each of the Football Advisory Councils will conduct its meetings in accordance with the meeting procedures adopted by the Committee from time to time;
- 3.3.9 Minutes of all Football Advisory Council meetings must be circulated to:-
  - 3.3.9.1 all members of the relevant Football Advisory Council;
  - 3.3.9.2 the Committee; and
  - 3.3.9.3 in the case of the Regional Football Advisory Council minutes, the secretaries of all Regional Affiliated Leagues;

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### **3.4 Regional Football Manager**

The Committee must appoint a Regional Football Manager to carry out the management and administration of the affairs of the Regional Football Advisory Council.

### **3.5 South Australian Amateur Football League Inc**

If and whilst the SAAFL is an Affiliated League it will:-

- 3.5.1 Promote football generally within Metropolitan Adelaide;
- 3.5.2 Investigate, report to, make recommendations to and advise the Committee upon matters relating to or affecting football within Metropolitan Adelaide;
- 3.5.3 Implement any initiatives, proposals and plans which the Committee or the League may direct concerning or affecting football within Metropolitan Adelaide.
- 3.5.4 Otherwise conduct its affairs in accordance with its Constitution Rules and By-Laws in force from time to time.

## **4. Zone Advisory Councils**

- 4.1 There will be a Zone Advisory Council in each Zone, other than the Metropolitan Zone, comprising two delegates appointed by and to represent each Affiliated League comprising that Zone referred to in Regulations 2.1.1 to 2.1.6 inclusive.
- 4.2 The Zone Advisory Council must hold an Annual Meeting by no later than the 25<sup>th</sup> March in each year at which the delegates must subject to Regulation 4.3 and 4.8, make the following appointments:-
  - 4.2.1 a Chairman;
  - 4.2.2 a Regional Football Advisory Council member who may be the same person as the Chairman;
  - 4.2.3 an Alternate Regional Advisory Council member;
  - 4.2.4 a Secretary;
  - 4.2.5 a panel of persons from which a Zone Independent Tribunal can be appointed under Regulation 6.2, each of whom must be a person who is neither a delegate to that Zone Advisory Council nor an officer or official of any Affiliated League and Affiliated League Club comprising that Zone. Each Affiliated League comprising a Zone may nominate not more than then three (3) persons for appointment to this panel.
  - 4.2.6 a Zone Team coordinator
- 4.3 Appointments made by the Zone Advisory Council under Regulation 4.2:
  - 4.3.1 Must be approved by the Committee;
  - 4.3.2 In the case of a Regional Football Advisory Council member will be for a term commencing at the conclusion of the Annual Meeting of the Zone Advisory Council at which he/she was appointed and ending at the conclusion of the Third Annual Meeting of the Zone Advisory Council following his/her appointment;
  - 4.3.3 In the case of all other appointment under Regulation 4.2.1 will be for a term commencing at the conclusion of the Annual Meeting of the Zone Advisory Council at which he/she was appointed and ending at the conclusion of the Annual Meeting of the Zone Advisory Council in the following year
- 4.4 A casual vacancy which occurs in any of the offices appointed under Regulation 4.2 will be filled by the Zone Advisory Council at a meeting called for that purpose. The appointment of any person appointed to fill a casual vacancy in any of the offices appointed under this Regulation 4.4:



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- 4.4.1 Will be subject to the approval of the Committee
  - 4.4.2 Will be for the remainder of the term of office of the person who position is filled
  - 4.5 In addition to the Annual Meeting, the Zone Advisory Council may hold such other meeting during the year as it may decide
  - 4.6 A Zone Advisory Council meeting may be called by the Regional Football Advisory Council Member of that Zone, and must be called on receipt of the written request of a majority of delegates representing Affiliates Leagues within that Zone. Not less than seven (7) nor more than fourteen (14) days' written notice must be given of each meeting called under this Regulation 4.6
  - 4.7 The cost of each meeting called under Regulation 4.6 must be shared equally by the Affiliated Leagues comprising that Zone.
    - 4.7.1 The minutes of all Zone Advisory Council meetings must be forwarded to the Chief Executive Officer and the SANFL Community Football by Regional Football Manager.
    - 4.7.2 Each Zone Advisory Council may from time to time appoint sub-committees and nominate their terms of reference.
    - 4.7.3 Each Affiliated League may appoint a proxy delegate to attend a Zone Advisory Council meeting in the place of any delegate appointed by it who is unable to attend such meeting.
    - 4.7.4 If the Chairman of a Zone Advisory Council is a candidate for the position of Regional Football Advisory Council member or Alternate Regional Football Advisory Council member he must vacate the Chair for the period of the meeting when the appointment of those positions is being made. If the Chairman vacates the chair in these circumstances, the meeting will be chaired by a representative of the SANFL Community Football if present at the meeting or failing his presence by one of the members of the Zone Advisory Council present and appointed by those members.
  - 4.8 If a Zone Advisory Council has failed to appoint a Regional Football Advisory Council member/s in accordance with Regulation 4.2:
    - 4.8.1 The Committee may request that a Zone Advisory Council meet for the purpose of making an appointment of a Regional Football Advisory Council member/s and such appointment is to be made within 30 days of the date of such request;
    - 4.8.2 If, following a request made by the Committee under Regulation 4.8.1, the Zone Advisory Council fails to appoint a Regional Football Advisory Council member/s, then the Committee may appoint a person to act as the Regional Football Advisory Council member/s for that Zone Advisory Council; and
    - 4.8.3 The term of a Regional Football Advisory Council member appointed under this Regulation 4.8.1 shall commence on the date of the appointment and expire at the conclusion of the Third Annual Meeting of the Zone Advisory Council following his/her appointment.
- 5. Investigation Committee**
- 5.1 At its first meeting in each Financial Year the Committee must appoint an Investigation Committee of three persons comprising:-
    - 5.1.1 one person appointed by the Committee;
    - 5.1.2 one person nominated by each of the Regional Football Advisory Council And the South Australian Amateur Football League
  - 5.2 In addition to the persons appointed under Rule 5.1 the Committee must appoint and the Regional Football Advisory Council and the South Australian Amateur Football League must each nominate a person or persons to be a proxy or proxies for the persons so appointed under that Rules.

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5.3 At any meeting of the Investigation Committee, two (2) persons being persons appointed under Rules 5.1 and 5.2 will form a quorum one of whom must be the person appointed under Regulation 5.1.1.

**5.4 Powers and Duties of the Investigation Committee.**

The Investigation Committee has the power to:-

5.4.1 Investigate any matter referred to it by the Committee or a member of the Football Advisory Council or an Affiliated League in relation to Zones or to the affiliation of Leagues or Associations;

5.4.2 Investigate any matter referred to it by an Affiliated League or a Club of an Affiliated League concerning the interpretation of the Constitution Rules and Regulations of the Affiliated League provided that such matter is not trivial

5.4.3 Investigate all other matters which may be referred to it under the SANFL Community Football Constitution or these Regulations;

5.4.4 Summon any person to appear before it and give evidence;

5.4.5 Admit or reject any evidence which may be given to it;

5.4.6 Adjourn its proceedings to such a time and place as it shall deem fit;

5.4.7 Adopt or pursue any procedure considered convenient and proper for the disposal of any matter before it;

5.4.8 Sustain or dismiss any application, objection, appeal or charge brought before it upon such grounds as it in its absolute discretion may determine;

5.4.9 Make recommendations to the Committee as to recipients of the League Merit Awards under Regulation 28 of these Regulations;

5.4.10 Refuse to investigate any matter referred to or brought before it for investigation under these Regulations if it determines in its absolute discretion that such matter is trivial.

**5.4.11 Notice of Referral**

A referral under Regulation 5.4.2 must be made by written notice to the Secretary of the Investigation Committee. The notice of referral must contain all facts relevant to the matter which is being referred together with the relief being sought by the referring party. In addition the notice of referral must be accompanied by payment to the League of:

5.4.11.1 The sum of \$250.00 towards the costs of the referral, which sum will not be refundable in any circumstances; and

5.4.11.2 The further sum of \$500.00 which shall be dealt with in accordance with Regulation 5.4.12

All amounts referred to in this rule are inclusive of Goods and Services Tax.

**5.4.12 Fee**

For the purposes of this Regulation 5, if the Investigation Committee determines that the matter referred to it is not trivial in nature the payment made by it under Regulation 5.4.11.2 will be refunded on receipt of an appropriate tax invoice.

If however the Investigation Committee determines that the matter referred to it is trivial in nature the payment made under Regulation 5.11.4.2 will not be refunded.

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- 5.5 The decision of the Investigation Committee on any matter referred to or any investigation carried out by it will be final and binding and no appeal from any decision made by it will be to any other tribunal or body whether judicial, quasi judicial or otherwise.
- 5.6 Minutes of all meetings and decisions of the Investigation Committee must be forwarded to the Community Football Manager.

**6. Appeal Tribunals**

**6.1 League Independent Tribunal**

- 6.1.1 Subject to Regulation 6.1.2 each Affiliated League must appoint a League Independent Tribunal at its Annual General Meeting so that it consists of at least six (6) members each of whom shall be a person who is neither a delegate or official of any Club within that League. A League Independent Tribunal shall be constituted at any one time for the purposes of any hearing, by three (3) of its members;
- 6.1.2 The Constitution of an Affiliated League may provide that its League Independent Tribunal shall be constituted at any one time by one person, in which case the minimum number of members appointed at its Annual General Meeting shall be not less than three (3);
- 6.1.3 The members of the League Independent Tribunal must be elected by the Affiliated League and shall hold office for a term of two (2) years. Each retiring member of the League Independent Tribunal shall be eligible for re-election.

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**6.2 Zone Independent Tribunal**

- 6.2.1 Each Zone must appoint a Zone Independent Tribunal.
- 6.2.2 A Zone Independent Tribunal will be constituted at any one time by three (3) persons each of whom must be a person appointed to the panel of persons referred to in Regulation 4.2.5.
- 6.2.3 The member of the Regional Football Advisory Council appointed by a Zone must appoint the three (3) persons to sit at any hearing conducted by the Zone Independent Tribunal of that Zone. The relevant Council member must also appoint one of the three (3) persons so appointed to act as a Chairman.
- 6.2.4 The Regional Football Advisory Council must be notified by no later than one week after the Annual Meeting of an Affiliated League and a Zone Advisory Council respectively of the names of the persons appointed to positions of the League Independent Tribunal and the Zone Independent Tribunal.

**6.3 Powers and Procedures of Appeal Tribunals**

An Appeal Tribunal has the power to:

- 6.3.1 Investigate any matters which may be referred to it under these Regulations;
- 6.3.2 Grant or refuse a Clearance to any player appealing to it;
- 6.3.3 Sustain or dismiss any application appeal or charge brought before it upon such grounds as it in its absolute discretion may determine;
- 6.3.4 Impose any penalties which it may imposed in respect of any matters referred to it under these Regulations;
- 6.3.5 In making its determination with respect to any application appeal or charge, the Appeal Tribunal must consider and take into account all the circumstances and relevant matters including without limitation:-
  - 6.3.5.1 Any relevant regulation contained in these Regulations;
  - 6.3.5.2 The age of the applicant;
  - 6.3.5.3 The interests of any Affiliated League or Leagues involved in the application appeal or charge;
  - 6.3.5.4 The interests of the game of Australian Football;
  - 6.3.5.5 The interests in all respects of the person appealing;
  - 6.3.5.6 Any hardship (financial or otherwise) likely to be suffered in the event of the appeal being disallowed;
  - 6.3.5.7 Contractual obligations (if any) between a person appealing and the Club from which a Clearance is sought.

6.4 An Appeal Tribunal has the power:-

- 6.4.1 To summon any person to appear before them and give evidence;
- 6.4.2 To admit or reject any evidence which may be given to it;
- 6.4.3 To adjourn its proceedings at and to such time and place as it shall deem fit.

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- 6.5 Both a player appealing to an Appeal Tribunal and a Club against which the appeal has been lodged will be entitled to be represented by an advocate before the Tribunal but such advocate must not be a member of the legal profession.
- 6.6 The decision of an Appeal Tribunal will be final and binding and no appeal from its decision will lie to any other tribunal or body whether judicial, quasi-judicial or otherwise.

**7. State Team Selection Committee – Regional Affiliated Leagues**

- 7.1 There will be a Regional State Team Selection Committee consisting of four (4) members which must be appointed annually by the Community Football Committee for the purpose of selecting a State Team to represent Regional Football Leagues in interstate and other representative matches
- 7.2 The Community Football Committee must in consultation with the State Team Selection Committee appoint a coach for the Regional Affiliated Leagues State Team (“the Coach”) who, upon appointment will be an ex-officio member of the State Team Selection Committee.

**7.3 Powers and Duties of the State Team Selection Committee**

- 7.3.1 To select a Regional State Team to represent the Regional Affiliated Leagues in interstate and other representative matches and to appoint the captain and vice captain of that team as and when required.
- 7.3.2 To make recommendations to the Committee concerning the appointment of the Coach, Assistant Coach and management personnel required by the Regional State Team.
- 7.3.3 To make recommendations to the Committee concerning ways of improving the performance of a State Team representing the Regional Affiliated Leagues.

**7.4 Country Championships and State/League Representation**

- 7.4.1 The Committee in consultation with the Regional Football Advisory Council must, appoint a committee to arrange and conduct a country championships football competition (“the Country Championships”) at such time or times as it may decide.
- 7.4.2 The format of the Country Championships and the composition of teams competing in it will be decided by the appointed committee in consultation with the Regional Football Advisory Council, which format and composition may, without limitation, comprise of a competition played between Affiliated Leagues, or combinations of Affiliated Leagues approved by the Committee.
- 7.4.3 Each Affiliated League must observe a bye round, where no matches shall be fixtured and/or played in all competitions in the week of and on the weekend of the SA Country Championships. For clarity, no matches shall be fixtured and/or played three or less business days prior to or after the weekend or on the weekend of the SA Country Championships.
  - 7.4.3.1 An Affiliated League may make an application for exemption from Regulation 7.4.3.
  - 7.4.3.2 An application for exemption from Regulation 7.4.3 must be made in writing and lodged with the Community Football Committee by no later than close of business on February 28th in the year in which the Country Championships are to be held, giving detailed reasons and explanations as to why it must not observe the bye round.
  - 7.4.3.3 An application will only be granted in exceptional and compelling circumstances, which will be determined at the exclusive discretion of the Community Football Committee.
  - 7.4.3.4 There will be no right of appeal in relation to a decision of the Community Football Committee under Regulation 7.4.3

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- 7.4.4 Each Affiliated League must, unless it has reasonable cause or excuse to not do so, participate in the Country Championships.
- 7.4.5 Each Affiliated League must, regardless of whether or not it participates in the Country Championships encourage the clubs of its League to encourage and support the players of those clubs to make themselves available for selection in a team which is to participate in a Country Championships.
- 7.4.6 Regardless of any contract or agreement, players of all Affiliated League Clubs have a right, and must make themselves available, to play in any team selected to represent the Affiliated League in which they play or any combination of Affiliated Leagues of which that Affiliated League forms a part, in any Country Championships or other intrastate representative match, and/or a Regional State Team.

An Affiliated League may report to the Zone Independent Tribunal of the Zone of which that Affiliated League forms part, any player of an Affiliated League Club of that Affiliated League who is selected to play for a team representing that Affiliated League either alone or in combination with another Affiliated League or Leagues who makes himself unavailable to play in that team without reasonable cause or excuse.

A player who makes himself so unavailable without reasonable cause or excuse will be subject to a penalty of a fine not exceeding \$500.00 and suspension for the next two matches in which he is available to play for his Affiliated League Club in competitions in which it participates in its Affiliated League.

- 7.4.7 An Affiliated League may report to the Investigation Committee any player of an Affiliated League Club who is selected to play for a Regional State Team in a representative match and makes himself unavailable to play without reasonable cause or excuse.

Any player who is found guilty of having made himself so unavailable without reasonable cause or excuse will be subject to a penalty of a fine not exceeding \$500.00 and suspension for the next two matches in which he is available to play for his Affiliated League Club in competitions in which it participates in its Affiliated League.

### 7A. SANFL Community Football Player Contract

- 7A.1 The Community Football Committee will from time to time approve a standard form contract for the provision of playing services by a Player to an Affiliated League Club ("**SANFL Community Football Player Contract**"). The SANFL Community Football Player Declaration is included in Appendix 6.
- 7A.2 An Affiliated League Club will not enter into a contract or agreement with a Player for the provision of playing services by the Player to the Club unless such contract or agreement is in the form of the SANFL Community Football Player Declaration.
- 7A.3 Any contract or agreement between a Player and an Affiliated League Club for the provision of playing services will not be binding on the parties unless and until the Player is registered as a Player of the Affiliated League Club, provided both parties have made reasonable endeavours and done all things reasonably required to enable the Player to become a registered Player of the Club in accordance with these Regulations.

### 8. Clearance of Players

- 8.1 Subject to these Regulations and the AFL Interstate Player Transfer Regulations, a player desiring to register as a player of an Affiliated League Club who:
- 8.1.1 has been registered as a player in any other football league or association anywhere in Australia; and/or
- 8.1.2 has played with or was registered with any Affiliated League Club prior to, or at the same time as he was registered football with an SANFL League Club regardless of when this may have been ;

## **SANFL COMMUNITY FOOTBALL REGULATIONS**

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Services required is acceptable as a valid reason for refusal of a transfer between clubs only when a player must be granted an approval to transfer ("Clearance") from the Affiliated League Club with which such player was previously registered, before being eligible for registration to play football for another Affiliated League Club.

- 8.2 A Clearance must be obtained by way of an application for Clearance by the player which must be made on a SANFL Community Football Player Registration and Transfer Form approved by the Committee from time to time.
- 8.3 A Player Registration and Transfer Form must be signed by the player in his own handwriting, and if such player be under eighteen (18) years the clearance application shall be endorsed by the player's parent or guardian, and delivered to the Secretary of the Club which he desires to play ('the Transferee Club'). Upon receipt of the Clearance Form the Secretary of the Transferee Club must immediately note the date of its receipt, enter it onto the Footyweb IT System and complete the form where applicable.

The Appointed League/Club Official of the League who has requested the clearance application ("the application") electronically must keep a record of the original application that has been signed by the player making application and produce a copy of such original application on demand from the Appointed League Official of the recipient League and/or SANFL Community Football by no later than 5pm on the next business day following such request.

- 8.3.1 The Secretary of the forwarding League shall keep such application for a period of 24 calendar months. Clearance applications submitted electronically must contain the following information;
- Players Name
  - Address
  - Date of Birth
  - Player Registration number
  - Club the player desires to be cleared from and it's Affiliated League,
  - Club the player wishes to be registered with and it's Affiliated League.

### **8.4 Timing for Clearances**

- 8.4.1 A Clearance Form can not be lodged with the Secretary of the Affiliated League in which the player wishes to play before February 1<sup>st</sup> and after June 30<sup>th</sup> in the year in which the application for Clearance is made.
- 8.4.2 The granting or refusal of a Clearance can not be notified by the Affiliated League from which the Clearance is sought after July 8<sup>th</sup> in the Financial Year in which the application is made.
- 8.5 A Clearance can only be obtained during the period from February 1<sup>st</sup> to the July 8<sup>th</sup> both inclusive in each calendar year during which period the following provisions will apply:
- 8.5.1 If a Clearance in respect of an application for a Clearance by a player from a Club of an Affiliated League ("the transferring League") to a Club of another Affiliated League to which the player desires to transfer ("the Receiving League") within six (6) business days inclusive of dispatch, by the Transferring League, the Receiving League may advise the Transferring League by telephone, facsimile or email, of its intention to register the player concerned. All telephone calls, facsimile messages and emails of this nature must be recorded.
- 8.5.2 An Affiliated League which grants a Clearance under this Regulation 8 must immediately inform the Club of the Affiliated League in which the player was last registered that it has granted such Clearance.
- 8.5.3 If an allegation is made that an Affiliated League has granted or caused the granting of a permit or Clearance which is not in accordance with these Regulations, such allegation must be referred to the Investigation Committee for investigation and determination. If such allegation is found to be proven the Investigation Committee may fine the Affiliated League concerned an amount not exceeding \$1,000.00.
- 8.5.4 A dispute relating to the bona fides of any telephone, facsimile or email advice in accordance with Regulation 8.5.1 must be referred to the Investigation Committee for determination.

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Services required is acceptable as a valid reason for refusal of a transfer between clubs only when a player:

- 8.5.5 The determination of any dispute referred to it under Regulation 8.5.4 must be made by the Investigation Committee within 21 days of receipt of the complaint by that Committee and when made will be binding on all parties concerned.
- 8.5.6 Services required is acceptable as a valid reason for refusal of a transfer between clubs only when a player has played a match for their club during the current season.
- 8.5.7 Should a player wish to withdraw their transfer application, the player must complete the Player Withdrawal of Transfer form (Appendix 10). The player's registered club must submit this form to its affiliated league when refusing the transfer within the six clear business days from the date the Transfer Application was loaded.

### **9. Clearance – Cannot Be Refused**

#### **9.1 Financial Indebtedness and Contractual Obligation**

A player of an Affiliated League Club to who has no financial indebtedness (applies to Subscriptions for the players previous season played only) or contractual obligation to that Club must not and cannot be refused a Clearance on any grounds.

The standard SANFL Community Football Leagues Playing Contract, in a form approved by the Committee from time to time; will be the only contract recognised in the instance of any appeal where 'Contractual Obligation' is given as the reason for any refusal of a Clearance.

Clubs refusing a player transfer due to contractual obligation must supply a copy of such contract to their Affiliated League by no later than 5:00pm on the next business day

(Refer Appendix 6)

#### **9.2 Player who has not played for 24 months**

These regulations shall not apply to players who have not played competition football for the previous twenty-four (24) months. The player must satisfy the league that he or she has not played for a period of 24 months (24 months from their last game to the date of any new registration) and can apply for registration to play after July 1. This can be verified via AFL PlayHQ.

### **10. Appeals where Clearance is refused**

#### **10.1 Club to Club within the same League**

10.1.1 A player registered with an Affiliated League Club who is refused a Clearance from a Club of the Affiliated League in which he is registered to another Club in the same Affiliated League, may appeal against that refusal to the League Independent Tribunal of that Affiliated League.

10.1.2 Such appeal must be directed by the player to the League Independent Tribunal through the Secretary of that Affiliated League by the Secretary of the Affiliated League Club to which the player has sought a Clearance.

#### **10.2 League to League within the same Zone**

10.2.1 A player registered with an Affiliated League Club who is refused a Clearance from that Affiliated League Club in to a Club of another Affiliated League within the same Zone, may appeal against that refusal to the Zone Independent Tribunal of that Zone.

10.2.2 Such appeal must be directed to the Zone Independent Tribunal through the member of the Regional Football Advisory Council from that Zone by the Secretary of the Affiliated League to which the player has sought the Clearance.



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**10.3 League to League outside Zone**

- 10.3.1 A player registered with an Affiliated League Club who is refused a Clearance to a Club of an Affiliated League outside of the Zone from which he desires a Clearance, may appeal to the Permit Tribunal.
- 10.3.2 Such appeal must be directed to the Permit Tribunal by the Secretary of the Affiliated League to which the player is seeking the Clearance by forwarding the appeal to the Affiliated Leagues Manager of or other person nominated by the SANFL for that purpose by post, facsimile or email.
- 10.3.3 A player of an Affiliated League Club cannot appeal against an application for Clearance which is refused after July 8<sup>th</sup> in any year.

**10.3A Transfers between Clubs – Limit**

- 10.3A.1 Subject to Regulations 10.3A.2 and 10.3A.3, an Affiliated League Club may refuse a Clearance for a player if three (3) male players or three (3) female players have previously transferred from the Club with which the player is currently registered ('the Current Club') to the same Affiliated League Club ('the Transferring Club') in the current season.
- 10.3A.2 The Current Club and the Transferring Club may, if both Clubs agree, determine that Regulation 10.3A.1 will not apply.
- 10.3A.3 A player who has previously played 20 or more matches for the Transferring Club shall not be included for the purposes of Regulation 10.3A.
- 10.3A.4 Community Football retains the right to withdraw or rescind a player's registration or transfer in the instance where it is deemed 10.3A.1 is being breached via transfer processes between leagues

**10.3 Appeal Procedures**

- 10.3.1 An appeal by a player against a refusal to grant a Clearance must be made in writing, signed by the player and lodged, together with a further Clearance Form completed and signed by the player, with the relevant person provided for in Regulations 10.1, 10.2 or 10.3 as the case may be.
- 10.3.2 The player must at the time of lodging his appeal pay to the Secretary of the Affiliated League from which the Clearance was sought, a fee of \$1,000.00 or such other amount as the Committee may prescribe from time to time and the Secretary receiving the fee must acknowledge receipt of it to the player. The Secretary of the Affiliated League concerned will not be obliged to proceed with the appeal until such prescribed fee has been received.
- 10.3.3 If an appeal made under Regulation 10.4.1, is successful the relevant Appeal Tribunal may determine that the up to 100% of the fee paid under Regulation 10.4.2 can be refunded to the player, and may also determine that the Club which refused the Clearance to the player will be liable to pay a fee not exceeding \$1,000.00 to the SANFL Community Football.
- 10.3.4 If the Club which is liable to pay the fee determined by the Appeal Tribunal under Regulation 10.4.3 does not do so within seven (7) days of the decision by the Appeal Tribunal, each of the teams of that Club shall lose all premiership points gained in football matches played whilst that fee remains unpaid.
- 10.3.5 If an appeal made under Regulation 10.4.1 is unsuccessful, the relevant Appeal Tribunal may determine in its absolute discretion that any amount up to the whole of the fee paid under Regulation 10.4.2 may be retained and paid to the SANFL Community Football.
- 10.3.6 In making any determination under Regulation 10.4.3 the relevant Appeal Tribunal may take into account any matter relating to the appeal including without limitation, but in particular, as to whether or not the appeal was frivolous or vexatious.

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- 10.3.7 An appeal against the refusal of a Clearance must be lodged in accordance with this Regulation 10 within seven (7) clear days of receipt of notification by the player concerned that the Clearance was refused.
- 10.3.8 An appeal to the League Independent Tribunal under Regulation 10.1 or Zone Independent Tribunal under Regulation 10.2 must be heard within seven (7) clear days of notice of the appeal being lodged with the relevant Affiliated League Secretary or member of the Regional Football Advisory Council as the case may be.
- 10.3.9 An appeal to the Permit Tribunal under this Regulation 10.3.2 must be heard within a maximum of fourteen (14) days of the notice of appeal being lodged with the relevant person at the SANFL, except with consent of all parties including the Affiliated Leagues, the Affiliated League Clubs and player involved.
- 10.3.10 The costs of an appeal to the Zone Independent Tribunal or to the Permit Tribunal must be determined by the member of the Regional Football Advisory Council for that Zone and must be paid:
- 10.3.10.1 By the Affiliated League Club to which the player desires to transfer if the appeal is unsuccessful; or
  - 10.3.10.2 By the Affiliated League Club from which the player sought a transfer, if the appeal is successful
  - 10.3.10.3 within seven (7) days of being notified by the relevant Council member.
- 10.3.11 Expenses to be included in the costs of an appeal under Regulation 10.4.10 include the reasonable costs of travelling, accommodation and meals.
- 10.3.12 Except as set out in this Regulation 10 a player who is refused a Clearance may appeal once only in any season against a refusal to grant a Clearance. If a player is refused a Clearance and is unsuccessful with his appeal and subsequently makes application for a Clearance to another Affiliated League Club, he will subject to this Regulation 10 have a right of appeal against a refusal of the subsequent application for Clearance.

### **11. Player disqualification or suspension – Appeal to League Commissioners**

- 11.1 A person disqualified or suspended by a Tribunal of an Affiliated League for six (6) matches or more in the team for which he was playing or officiating when charged or reported, may appeal to the League Commissioners against such disqualification or suspension on one or more of the following grounds:
- 11.1.1 With respect to the issue of guilt:
    - 11.1.1.1 That there was an error of law; or
    - 11.1.1.2 That the decision was so unreasonable that no Tribunal acting reasonably could have come to that decision having regard to the evidence before it
  - 11.1.2 With respect to the issue of penalty:
    - 11.1.2.1 That the sanction imposed was manifestly excessive

### **11.2 Lodgement of Notice of Appeal**

Such appeal must be directed to the League Commissioners by the Secretary of the Affiliated League in which the person is registered by forwarding the appeal to the General Manager Football Operations or such other person as may be nominated by the SANFL within 28 days of such disqualification or suspension being imposed. In the case of an appeal under Regulation 11 the notice of appeal must be accompanied by payment to the League by the appellant of:

- 11.2.1 The sum of \$2,500 towards the costs of the appeal, which sum will not be refundable in any circumstances; and

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11.2.2 The further sum of \$1,500 which shall be dealt with in accordance with Regulation 11.9

11.2.3 Copies of all photographs, video recordings, drawings, diagrams and other documents used or tendered by the Appellant at the relevant Tribunal hearing, which the Appellant intends to use or rely upon at hearing of the appeal by the League Commissioners

### **11.3 Time for Hearing of Appeal**

Upon receipt of Notice of Appeal, the General Manager Football Operations or other person nominated by the SANFL under Regulation 11.2 must:

11.3.1 Fix the date, time and place for the hearing of the appeal as soon as practicable

11.3.2 Advise all parties interested in the appeal in writing of those particulars

### **11.4 Attendance**

11.4.1 An appellant must attend and appear before the League Commissioners at the date, time and place fixed for the hearing of the appeal. Where an appellant fails to attend the Appeal may be heard and determine the appeal in the Appellant's absence

11.5 The appellant and respective league may be represented by legal practitioners who may attend and appear at any hearing before the League Commissioners **Procedure and Evidence**

#### **11.5.1 League Commissioners to Regulate its Own Procedure**

Subject to any other matters set out in this Regulation 11, the League Commissioners may regulate any proceedings brought before it in such a manner as it decides

#### **11.5.2 Rules of Evidence**

The League Commissioners are not bound by the rules of evidence nor by the practices and procedures applicable to Courts of record, but may inform itself on any matter in such manner they decide

### **11.6 Obligations of SANFL Community Football Appeals**

11.6.1 Natural justice and other obligations

The League Commissioners must:

11.6.1.1 Provide any person whose interest will be directly and adversely affected by its decision with a reasonable opportunity to be heard

11.6.1.2 Hear and determine the matter before it in an unbiased manner; and

11.6.1.3 Make a decision that a reasonable body could honestly arrive at

### **11.7 Decision of League Commissioners**

11.7.1 On the hearing of an appeal, where the League Commissioners determine that one or more of the grounds set out in Regulation 11.1 have been established it may:

11.7.1.1 If the appeal is against a finding of guilt, may uphold, quash or modify the decision of the Tribunal and/or make any other decision which the Tribunal could have made;

11.7.1.2 If the appeal is against the imposition of a penalty, the League Commissioners may affirm, increase, decrease or vary the penalty imposed by the Tribunal and/or any other penalty which the Tribunal could have imposed;

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11.7.1.3 Make such orders and give such directions as it thinks fit.

11.7.2 The decision of the League Commissioners on any appeal will be final and binding upon the League all Clubs and all persons who are subject to and bound by these Regulations. After a decision has been delivered by the League Commissioners the matter which was the subject of that decision cannot be reheard nor can the decision be rescinded or altered

### **11.8 No Obligation to Give Reason**

The League Commissioners are not obliged to give reasons for a decision made by them under Regulation 11

### **11.9 Appeal Fee**

For the purposes of this Regulation 11, an appeal is successful if, and only if the League Commissioners determine that one or more of the grounds set out in Regulation 11.1 has been established:

#### **11.9.1 Successful Appeal**

11.9.2 Where an appeal is successful, the payment made under Regulation 11.2.2 must be refunded on receipt by the League of an appropriate tax invoice **Unsuccessful Appeal**

Where an appeal is not successful, the payment made under Regulation 11.2.2 will not be refunded, unless the matter involves a monetary sanction and the League Commissioners determine that it would be manifestly unjust and unfair not to refund the whole or part of such payment in which case, the whole or such part of such payment as the League Commissioners may determine will be refunded on receipt by the League of an appropriate tax invoice

### **11.10 Costs**

Each party to an appeal must bear his/its own costs in relation to the appeal

### **11.11 Appeal may be Abandoned**

11.11.1 Subject to Regulation 11.11.2 an appellant may abandon an appeal before the commencement of any hearing of an appeal by giving written notice to the General Manager Football Operations on behalf of the League Commissioners

11.11.2 Where an appellant abandons the appeal during the conduct of the appeal, the payment made under regulation 11.2.2 will not be refunded

### **11.12 Validity of Appeal and Hearings**

11.12.1 Where there is any procedural irregularity in the manner in which an appeal has been brought, the League Commissioners may still hear and determine the appeal unless it is of the opinion that the irregularity has caused or will cause injustice if the appeal is heard

11.12.2 Subject to Regulation 11.3.1 any procedure or requirement regulating the function of the League Commissioners is directory in nature and a decision of the League Commissioners is not invalid because the League Commissioners have not observed that procedure or requirement

### **11.13 Public Comment and Criticism**

11.13.1 A person who is subject to these Regulations must not:

11.13.1.1 Publicly comment on the contents of any Notice of Appeal before the determination of an appeal by the League Commissioners

11.13.1.2 Make any public criticism of a decision of the League Commissioners or of any member of the League Commissioners or any matter touching or concerning the League Commission or a determination made by it.

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11.13.1.3 Any breach of Regulation 11.13 will be referred to the League Commissioners for consideration of an appropriate penalty

**11.14 Exhaust Internal Appeal**

A person who is subject to and/or bound by these Regulations must exercise his/her right of appeal under this Regulation 11 and have any appeal heard and determined by the League Commissioners before commencing any proceedings or becoming a party to any proceedings in a court of law. If proceedings are subsequently commenced in a court of law the person or club instigating the appeal must meet their own legal costs as well as those incurred by the league.

**11A SANFL COMMUNITY FOOTBALL APPEAL FOR INADEQUATE SANCTION**

11A.1 Notwithstanding any Rule or Regulation of any Affiliated League, an Affiliated League Club may submit a complaint (the Complaint) to the Community Football Manager in relation to:

- an unreasonable tribunal acquittal ruling or;
- 11A.1.2 a manifestly inadequate penalty as a result of a tribunal hearing or;
- 11A1.3 an early guilty plea penalty or the offer and acceptance of a prescribed penalty Or
- 11A1.4 the failure to charge for an offence

(the Decision)

In respect of a player or official who has offended the Rules of Football.

11A.2 The Complaint must be:-

- 11A2.1 in writing addressed to the Community Football Manager and copied to the Clubs Affiliated League.
- 11A2.2 be issued within a period of 7 days after the Decision or failure to charge after the offence was committed.
- 11A2.3 set out the facts in respect of the Complaint.
- 11A2.4 accompanied by the sum of \$250.00 payable to the Community Football League towards the costs of reviewing the Complaint.

11A.3 The Community Football Manager will refer the Complaint to the SANFL Integrity & Compliance Manager who will investigate all matters relating to the Decision.

11A.4 Within 7 days of the Complaint the SANFL Integrity & Compliance Manager shall report his findings to the Community Football Manager provided however that if the SANFL Integrity & Compliance Manager reasonably requires additional time to complete the investigation the Community Football Manager shall grant an additional 7 days for the investigation to be completed.

11A.5 The Community Football Manager shall decide within 7 days of receipt of the SANFL Integrity & Compliance Managers report if an Appeal shall be lodged against the Decision and if an Appeal is to be lodged, shall advise the victim players Affiliated Club, the Affiliated League from which the Decision was made and the offending player or official of his intention to Appeal and require that the Club pay the sum of \$500.00 to the Community Football League towards the costs of the appeal within 2 days of such notification which sum may be repaid if the Appeal is successful and if so directed by the SANFL Tribunal.

11A.6 Upon payment of the amount of \$500.00 by the Club the appeal by the Community Football Manager shall be instituted to the SANFL Tribunal by forwarding a Notice of Appeal to the General Manager Football Operations or such other person nominated by the SANFL within 7 days of notification to the parties referred to in Regulation 11A.5 and the Appeal shall be on one or more of the grounds set out in Regulation 11.1.1 of these Rules and/or with respect to the issue of penalty, that the sanction imposed was manifestly inadequate.

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11A.7 The Notice of Appeal must set out:-

- 7.1 The grounds of Appeal; and
- 7.2 must be accompanied by
  - 7.2.1 A written report of the proceedings from the Affiliated League Tribunal (if any):-
    - 7.2.2 The report and any statements obtained by the SANFL Integrity & Compliance Manager.
    - 7.2.3 The material referred to in Regulation 11.2.3.
    - 7.2.4 A written report from the Affiliated League on the circumstances leading to the acceptance of and any guilty plea or acceptance a prescribed penalty by the offending player.

11A.8 Regulations 11.3 – 11.14 shall apply mutatis mutandis except as follows:-

8.1 A reference in Regulation 11.9 to Regulation 11.1 shall be a reference to Regulation 11A.6.

8.2 A reference in Regulations 11.9.1, 11.9.2 and 11.11.2 to Regulation 11.2.2 shall be a reference to Regulation 11A.5.

11A.9 The SANFL must in addition to the matters referred to in Regulation 11.3 forward to the Affiliated Clubs, Affiliated League and the offending player a copy of the material referred to in Regulation 11A.7 within 7 clear business days of the institution of the Appeal.

11A.10 In addition to the attendees referred to in Regulation 11.4, subject to any direction of the SANFL Tribunal the offending player and his Club and any legal representative of the offending player, official or Club and any victim player who is in the matter the subject of the Decision must attend the hearing of the Appeal and if the offending player or the victim player fails to attend the Appeal may be heard and determined in his or their absence.

**12. Playing Without Clearance or Permit**

12.1 An Affiliated League Club or Affiliated League which has grounds for believing that a player has played football with a team of an Affiliated League Club without having obtained any necessary transfer or permit required by these Regulations may report the same to the Investigation Committee through the Secretary of the relevant Affiliated League. Upon receipt of such report the Investigation Committee must notify the player, Affiliated League Club and Affiliated League concerned of such report, conduct any investigation deemed necessary, and may impose any penalty authorised by these Regulations.

12.2 A player who plays with a team of an Affiliated League Club without having first been granted the necessary Transfer or permit required under these Regulations will be liable to a fine of \$1,000.00 and disqualification for a period not exceeding twelve (12) months.

12.3 A fine imposed on a player under Regulation 12.2 must be paid to the Community Football Committee within seven (7) days of the fine being imposed by the Investigation Committee. If the player defaults paying the fine within seven (7) days imposed by the Investigation Committee, then the club is liable to pay the fine to the Community Football Committee. The Club shall lose all Premiership Points gained whilst the fine remains unpaid.

12.4 The Investigation Committee may impose any one of the following penalties on the Affiliated League and Affiliated League Club in which a player referred to in Regulation 12.1 played:

12.4.1 Censure

12.4.2 A fine not exceeding \$2,000.00 which must be paid to the SANFL Community Football.

and in addition may recommend, the disaffiliation of that Affiliated League to the SANFL Community Football.

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### **13. Playing Without Clearance (SANFL League Clubs)**

- 13.1 A player desiring to transfer from an SANFL League Club to an Affiliated League Club must not play for the Affiliated League Club until such time as he has obtained a Clearance from the SANFL Club with which he was last registered and any transfer fee payable under the SANFL Regulations has been paid.
- 13.2 If a player plays for an Affiliated League Club in breach of Regulation 13.1 such breach must be referred to the Investigation Committee for investigation and determination.
- 13.3 In the event of a breach of Regulation 13.1, the Investigation Committee may impose penalties equivalent to those referred to in Regulation 12.2 and 12.4 on the Player, Affiliated League Club and Affiliated League respectively.

### **14. Clearances Other**

#### **14.1 Player under 15 years**

- 14.1.1 A player under the age of fifteen (15) years on January 1<sup>st</sup> in any Financial Year, will not be required to obtain a Clearance from the Affiliated League Club with which he was last registered to be eligible for registration as a player with another Affiliated League Club.
- 14.1.2 A player may only transfer without Clearance under Regulation 14.1.1 once in any Financial Year. Any subsequent transfer in that Financial Year must be approved by:
- 14.1.2.1 The League Independent Tribunal if the player desires to transfer to another Club within the same Affiliated League, or
  - 14.1.2.2 The Zone Independent Tribunal if the player desires to transfer to a Club of a different Affiliated League within the same Zone; or
  - 14.1.2.3 The Investigation Committee if the player desires to transfer to a Club of an Affiliated League in another Zone.

#### **14.2 Player of Disbanded Club**

- 14.2.1 Subject to Regulation 20 a player of an Affiliated League Club which disbands ("the Disbanded Club") will be entitled to be registered as a player of another Affiliated League Club without obtaining a Clearance provided that the player is not disqualified or suspended.
- 14.2.2 A player referred to in Regulation 14.2.1 can not be registered to play with another Affiliated League Club unless that Affiliated League Club has obtained written notification that the Disbanded Club has been disbanded:
- 14.2.2.1 From the Secretary of the Affiliated League of which the Disbanded Club was a member; or
  - 14.2.2.2 If the Affiliated League of which the Disbanded Club was a member has also been disbanded, from the member of the Regional Football Advisory Council from the Zone of which that Affiliated League formed part.

### **15. Playing with Two Clubs**

- 15.1 Subject to Regulation 15.2, a player may be registered to play football with only one Affiliated League Club at any one time, unless the player is under the age of fifteen (15) years on January 1<sup>st</sup> in the current year. The player may dual register with a second club in a different Affiliated League via a type two (2) permit on Sporting Pulse, with the approval of both Leagues. In any particular case, if one of the two leagues does not agree then an application can be brought to an independent panel to determine the issue. Applications are to be lodged with the nominated representative from the SANFL.

A player who is over the age of fifteen (15) years and under the age of eighteen (18) years on January 1<sup>st</sup> in the current year may dual register with a second club in a different Affiliated League via a type two (2) permit on Sporting Pulse, with the approval of both Leagues. In any particular case, if one of the two leagues does not agree then an application can be brought to an independent panel to determine the issue.

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- 15.2 Applications are to be lodged with the nominated representative from the SANFL.
- 15.3 Any permit granted under Regulation 15.2 will apply for junior football only.
- 15.4 Any player granted a permit under Regulation 15.2 shall only represent one (1) club on any given weekend.
- 15.5 In the event of a breach of Regulation 15.4, the Investigation Committee may impose penalties equivalent to those referred to in Regulation 12.2 and 12.4 on the Player, Affiliated League Club and Affiliated League respectively.
- 15.6 An Affiliated League Club or Affiliated League which has grounds for believing that a player is registered to play football for more than one Affiliated League Club at the same time may report the same to the Investigation Committee through the Secretary of the Affiliated League concerned. Upon receipt of such report the Investigation Committee must notify the Player, Club and Affiliated League concerned of such report, conduct any investigation deemed necessary and may impose any penalty authorised by these Regulations.
- 15.7 Subject to Regulations 15.1 and 15.2, a player who is registered to play football with more than one Affiliated League Club at the same time will be liable to a fine of \$1,000.00 which must be paid to the Affiliated League Club with which the player was first registered and the player must be deregistered by the Affiliated League Club with which he was second registered until he obtains a Clearance from the Club with which he was first registered.
- 15.8 A player who has played in his home clubs "B" grade team the previous week or in his last game for his home club or is not selected in the "B" grade team for that week due to the home club having excess numbers will be able to play for another "B" grade team within the same or a neighbouring Affiliated League via a type two (2) permit if the team has a lack of numbers to field a team. This type of permit is available to be used for the minor round season.
- 15.8.1 Any type two (2) permits under regulation 15.3 must be approved by all Affiliated Leagues and Clubs involved.

**16. Temporary Permits**

**16.1 Transfer in Employment**

- 16.1.1 A player who:
- 16.1.1.1 Is registered to play football with an Affiliated League Club ("**the Home Club**"); and
  - 16.1.1.2 Is temporarily transferred in his employment by his current employer from the locality of his Home Club to a branch of his employer's business in another locality ("**the new place of employment**"); and
  - 16.1.1.3 Has been in the employment of his current employer for at least three consecutive months immediately preceding his temporary transfer of employment; and
  - 16.1.1.4 The new place of employment is more than 100 kilometres from the home ground of his Home Club; and
  - 16.1.1.5 Is not disqualified or suspended from playing football;
- 16.2 may be granted a permit to play football for another Affiliated League Club ("**the New Club**") by the Affiliated League of which the New Club is a member.
- 16.2.1 A permit issued under Regulation 16.1.1 will be limited to the period of the transfer in employment and will also be subject to Regulation 16.2.2.
- 16.2.2 An application for a permit under Regulation 16.1.1 must be approved by the Affiliated League Club and the Affiliated League with which the player is currently registered before the permit can be issued.



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### 16.3 Student attending Educational Institution

16.3.1 A player not referred to in Regulation 15 who is required to temporarily change his usual place of residence in order to attend a secondary or tertiary Educational Institution within the State of South Australia may obtain dual registration via a type two (2) permit on Sporting Pulse, to play football with an Affiliated League Club in an Affiliated League in the vicinity of that Educational Institution, with the approval of both Leagues. In any particular case, if one of the two leagues does not agree then an application can be brought to an independent panel to determine the issue. Applications are to be lodged with the nominated representative from the SANFL.

Subject to him not being disqualified or suspended, a player who obtains a Clearance and is registered to play football with a Club other than his Home Club under Regulation 16.3.1 may be granted a temporary permit to play for his Home Club during periods of vacation or study leave, provided that such permit is issued by the Affiliated League of which his Home Club is a member, and the issue of such permit is approved by the Affiliated League and Affiliated League Club with which the player is currently registered.

16.3.2 For the purposes of this Regulation 16.3 the term “Home Club” means the Affiliated League Club with which the player was registered to play football before he obtained the Clearance and become registered to play football with another Affiliated League Club under Regulation 16.3.1.

### 16.4 Temporary Return to Home Club

16.4.1 A player who:

16.4.1.1 Has been registered to play football with an Affiliated League Club (“**the Home Club**”); and

16.4.1.2 Has transferred his employment to a place which is more than 150 kilometres from the home ground of his Home Club (“**the new place of employment**”); and

16.4.1.3 Has, with the approval of his Home Club, obtained a Clearance to play football for an Affiliated League Club situated in the vicinity of his new place of employment; and

16.4.1.4 Because of the conditions of his employment is able to return to or near his place of residence (“**Original Residence**”) when he played for his Home Club;

may subject to Regulations 16.4.2, 16.4.3 and 16.6 be granted a permit, to play football for his Home Club by the Affiliated League of which his Home Club is a member.

16.4.2 A permit issued under this Regulation 16.4 will be limited to the period or periods of time when the player is able to return to his Original Residence because of the conditions of his employment.

16.4.3 The approval of an application for a permit under Regulation 16.4.1 is subject to the approval of the Affiliated League Club and the Affiliated League with which the player is currently registered to play football.

### 16.5 Promotion of Football

The Regional Football Advisory Council may with the approval of the Committee grant a permit to a player of an Affiliated League Club to play football for a team of another Affiliated League Club if in its absolute discretion it determines that it is in the best interests of an Affiliated League and/or football generally.

The granting of such permit can only be made on the following conditions:

16.5.1 It must in the best interests of football generally and made for the promotion of football in a specific Affiliated League or Leagues;

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- 16.5.2 It must for one game only;
- 16.5.3 A permit under this Regulation 16.5 must not be granted for a player to play football for the same Affiliated League Club more than once in any Season;
- 16.5.4 The granting of the permit will be subject to the conditions contained in Regulation 16.6 to the extent that they are applicable

**16.6 Fly In/Fly Out (Drive in Drive out) Employment**

- 16.6.1 Employees who consistently relocate to country locations on a "Fly in-Fly out" or "Drive in Drive Out" employment basis will be permitted to play with a Club in the district of their temporary residence without the need to obtain a transfer from their original Club. Work should be under FIFO type arrangements under the following bylaws:
- 16.6.2 On the request of the League, a player must supply a certificate from their employer certifying that they are employed on a "Fly in-Fly out" arrangement and a copy of their work schedule.
- 16.6.3 These players will be permitted to play with their secondary Club using the Local Interchange Permit in the Footyweb Registration System. This permit will be valid for a season or a part thereof and will expire at the end of the season.
- 16.6.4 These players will be eligible to play in final round matches in both competitions providing they satisfy the qualifying number of games in each.
- 16.6.5 A player may play in only one affiliated League on any one weekend.
- 16.6.6 Players are only required to play with their secondary Club on those weekends they are in their temporary location on their normal "Fly in-Fly out" employment schedule.
- 16.6.7 Should the employment of the "Fly in-Fly out" arrangement cease, the Local Interchange Permit will also cease and the player, if remaining at their temporary location, must seek a clearance from their original Club before being permitted to continue playing with their secondary Club. Such application can be made at any time during the season.
- 16.6.8 Should a player be employed on a "Fly in-Fly out" basis but desire to transfer to another Club/League, the player must seek the permission of their secondary club to have their Local Interchange amended.

**16.7 Provision Relating to all Permits under Regulation 16**

The following provisions will apply to the issue of all permits under this Regulation 16:

- 16.7.1 A player applying for a permit must do so on the Affiliated Leagues Temporary Permit Form approved by the Committee;
- 16.7.2 The permit will apply in Minor Round games only and will not enable a player to qualify for a Finals Series;
- 16.7.3 Subject to Regulation 16.5.2 a permit will be restricted to a maximum period of four weeks and a player will not be granted more than four temporary permits in any one season.
- 16.7.4 Consecutive temporary permits may be granted subject to the lodging of a new Affiliated League Temporary Permit Form at the completion of each period of four weeks.
- 16.7.5 A player must not use more than two Temporary Permit Forms for the one change of locality.
- 16.7.6 A player granted a permit under this Regulation 16 shall remain a registered player of the Affiliated League Club with which he is registered and shall at all times, irrespective of his place of residence, remain eligible to play with that Club.

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**17. Transfer Fees**

- 17.1 An Affiliated League Club must not request or receive a transfer fee as consideration for the transfer of a player who desires a transfer from an Affiliated League Club to another Affiliated League Club regardless of whether or not those Clubs are within the same Affiliated League or in different Affiliated Leagues.
- 17.2 An allegation of a breach of this Regulation 18 must be referred to the Investigation Committee for investigation and determination.
- 17.3 An Affiliated League Club which commits a breach of this Regulation 17 is liable to a fine not exceeding \$5,000.00 or such other amount as the Committee may determine.
- 17.4 Whilst there is any agreement in force between the Committee, on behalf of the Affiliated Leagues, and the SANFL relating to payments to be made to Affiliated Leagues by way of compensation for players drafted to an AFL Club (**'transfer fees'**):-
- 17.4.1 Each Zone Advisory Council may decide on the way in which any transfer fees are divided within its Zone provided that a minimum of 40% for the total of any transfer fees received by an Affiliated League must be paid to the Affiliated League Club with which the drafted player was first registered.
  - 17.4.2 The Affiliated League Club which receives a share of such transfer fee must apply those monies in or towards the development of junior football or in respect of such other matters related to football as the Committee determines.

**18. Clubs Transferring from an Affiliated League to another Affiliated League**

- 18.1 An Affiliated League Club which desires to transfer from an Affiliated League to another Affiliated League can do so only with the approval of the Committee upon the recommendation of the Investigation Committee.
- 18.1.1 An Affiliated League Club which desires to transfer from an Affiliated League to another Affiliated League must do so by written application given to:
    - 18.1.2 The Secretary of the Affiliated League with which the Club wishes to be affiliated,
    - 18.1.3 The Secretary of the Affiliated League with which the Club is currently affiliated, and
    - 18.1.4 The Investigation Committee, by no later than October 31<sup>st</sup> in the year in which the application is made. An application received after that date will not be considered in that year unless there is agreement between the Affiliated League to which the Club wishes to transfer, the Affiliated League from which the Club wishes to transfer and the Investigation Committee.
- 18.2 An application under Regulation 18.1 must give complete details of the reasons why such transfer is sought and must be investigated by the Investigation Committee which must make a recommendation concerning such transfer within 60 days of its receipt by the Investigation Committee.
- 18.3 The Investigation Committee may, in its discretion, recommend that the transfer of a Club under this Regulation 19 be conditional upon the Club satisfying or making proper arrangements for the payment of any outstanding debt or financial obligation owing by that Club to its Affiliated League.
- 18.4 Upon making its recommendation the Investigation Committee will forward the same to the Committee which must either approve or reject such recommendation within 21 days of receipt of same. The decision of the Committee will be final and binding on all parties.
- 18.5 Except for the approval or rejection of a recommendation of the Investigation Committee under Regulation 19.4 the Committee will not to make any determination or decision concerning the question as to which Affiliated League a Club forms a part or becomes a member.

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**19. Disbanded Leagues**

19.1 If an Affiliated League Club which disbands, is accepted into another Affiliated League, it shall retain as registered players all players who were previously registered with it.

19.2 Upon receipt from the member of the Regional Football Advisory Council of a list of registered players of that Club those players shall be automatically registered with that Club in its new Affiliated League.

19.3 The Secretary of an Affiliated League which disbands must supply to the Committee a complete list of players registered with all Clubs in that Affiliated League as at the date on which the Affiliated League disbanded.

**20. Clubs Merging**

Where two or more Affiliated League Clubs merge into one new Club the registered players of the Clubs which have merged shall be deemed to be players of the new Club formed by the merger for the purposes of the Clearance rules and regulations of the Affiliated League of which the new Club becomes a member.

**21. Playing Unaffiliated Leagues**

21.1 A team of an Affiliated League or an Affiliated League Club must not play against a team of an unaffiliated league or club of an unaffiliated league without the approval of the Committee.

21.2 A complaint alleging that a team of an Affiliated League or Affiliated League Club has breached this Regulation 22 must be referred to the Investigation Committee for hearing and determination which hearing and determination must be made within 28 days of the date on which it was referred to the Investigation Committee.

21.3 The Investigation Committee may impose a fine not exceeding \$5,000.00 for a breach of this Regulation 22 by an Affiliated League or an Affiliated League Club (or both) which fine must be paid to the SANFL Community Football.

**22. Playing Suspended or Disqualified Players**

An Affiliated League Club which knowingly plays a suspended or disqualified player, in any Football Match will, in addition to any other penalty which may be imposed under these Regulations, be liable to a fine of \$2,000.00 for each occasion on which a player so plays.

**23. Offences in Inter-League Matches**

If an umpire reports a player in any match between teams representing Affiliated Leagues or in a practice match between Clubs of different Affiliated Leagues, any commission, committee tribunal or other authority approved by the Affiliated League in which the player is registered for the hearing and determination of reports or charges laid against players, must hear and determine such charge, notwithstanding that the charge could not otherwise be heard by that authority under the constitution of the Affiliated League in which the player is registered.

**24. Amendments to Regulations**

24.1 The Committee may alter amend or vary these Regulations . Any alteration amendment or variation to these Regulations must be approved by the Football Commission before it can have any force or effect.

24.2 An Affiliated League may table a proposed amendment to these Regulations at an official meeting of the Zone of which it forms part, for consideration, and if approved by that Zone, the proposed amendment may then be submitted in writing to the Committee for consideration.

**25. Domestic Matters**

Each Affiliated League must have power to adopt Rules and By-Laws not inconsistent with these Regulations to provide for the management of its own domestic affairs.

**26. Matters Not Provided For**

The Committee has power to decide any matters not provided for in these Regulations which decision will be subject to the approval of the Football Commission before having any force or effect.

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**27. SANFL Merit Awards**

Under an Affiliation and Licence Agreement made between the SANFL and the SANFL Community Football, Merit Awards may be awarded annually by the SANFL to acknowledge outstanding service to the Game of Australian Football given by persons associated with Affiliated Leagues.

Conditions under which a Merit Award will be made are as follows:

27.1 The award may be made only to persons who have rendered outstanding service to an Affiliated League, Affiliated League Club or the game of football and is limited to one award for each Affiliated League in any one season.

27.2 Nominations of persons for a Merit Award by Affiliated Leagues must be forwarded to the Community Football Department for consideration and recommendation to the Committee by no later than June 30<sup>th</sup> in each year.

27.3 A record of the service rendered by the nominated person must be forwarded with each nomination.

27.4 The number of Merit awards to be awarded each year will normally be five. The League however may in any year award more than five Merit Awards if it decides in its discretion that there are more than five persons deserving of Merit Awards in that year.

**28. Coach Accreditation**

28.1 All coaches of Affiliated League Clubs are required to obtain Foundation Coaching Membership prior to coaching at any level.

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- a. If a coach continues to coach without having obtained the necessary accreditation, a team which is coached by the unaccredited coach will lose all match points for matches won by the team whilst the unaccredited coach continues to coach. In the event of no match points being received by that team, the Affiliated League in which the team plays may impose an appropriate penalty.
- b. All Coaches of League and Zone teams must have Level 1 Accreditation prior to being appointed.

### **29. Online player management system**

- 29A.1 SANFL Community Football shall from time to time determine an online player management system to be used by each Affiliated League and Affiliated League club for all Leagues and club administration (the Player Management System). As at the date of an option of this Regulation 29A, the Player Management System is the system commonly known as Sporting Pulse (Footy Web).
- 29A.2 Each Affiliated League and its Affiliated League clubs must use the Player Management System as notified by SANFL Community Football to the Affiliated Leagues from time to time.

### **30. Disciplinary**

- 30.1 Each Affiliated League, Affiliated League Club, member of either of the Football Advisory Councils, officer, official or servant of an Affiliated League or Affiliated League Club and player of an Affiliated League Club must:
- 30.1.1 Observe, obey and comply with:
- 30.1.1.1 The SANFL Constitution, the SANFL Regulations, the SANFL Community Football Constitution and these Regulations in so far as they apply to such person, Affiliated League or Affiliated League Club; and
- 30.1.1.2 Any decision or direction of or direction made by the Football Commission and/or the Committee; and
- 30.1.1.3 Any agreement to which the SANFL, SANFL Community Football, Affiliated League or Affiliated League Club is a party to the extent that he is legally capable of so doing.
- 30.1.2 Not engage in conduct:
- 30.1.2.1 Which is unbecoming, detrimental or prejudicial to the welfare, image, spirit or best interests of Football, the SANFL, an SANFL League Club, the SANFL Community Football, an Affiliated League or Affiliated League Club; or
- 30.1.2.2 Which would cause the SANFL, an SANFL League Club, the SANFL Community Football, an Affiliated League or Affiliated League Club to be in breach of any agreement to which any one of them is a party.
- 30.2 If a person, Affiliated League or Affiliated League Club to whom or which this Regulation 30 applies is found guilty of a breach of the SANFL Constitution, the SANFL Regulations, the SANFL Community Football Constitution, these Regulations or the Laws of the Game, any one or more the following sanctions and penalties may be imposed on that person, Affiliated League or Affiliated League Club;
- 30.2.1 Censure;
- 30.2.2 Suspension or disqualification from playing any Football Match, or exercising any official function with the SANFL, an SANFL League Club, the SANFL Community Football, an Affiliated League or Affiliated League Club, or attending any Football Match;
- 30.2.3 The withdrawal of, or suspension or disqualification from exercising any right or privilege which that person may have or to which he may be entitled by virtue of any office, position or class

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of membership held in or of the SANFL, an SANFL League Club, an Affiliated League or an Affiliated League Club or otherwise under or by virtue of the SANFL Constitution, the SANFL Regulations, the SANFL Community Football Constitution or these Regulations.

30.2.4 In the case of an Affiliated League Club the reversal of the result of a Match including a Major Round Match and/or the suspension or disqualification of a Team or Teams of an Affiliated League Club and/or the loss of premiership points both retrospective and prospective.

30.2.5 A fine not exceeding \$5,000.00 or such other amount as the Committee may determine.

On imposing any sanction or penalty under this Regulation 30.2, regard may be had to any sanction or penalty imposed by any other Regulation in these Regulations.

30.3 A charge or report alleging a breach of these Regulations or of the Laws of the Game, other than a charge laid by a Registered Umpire on the day of a Match may be laid by a Director of an Affiliated League, member of either of the Football Advisory Councils, the Chief Executive Officer or the Investigation Committee.

30.4 A charge laid or a report made under Regulation 30.3 may be made at any time, but in any event, as soon as practicable after the occurrence of the event or conduct, which is the subject of the charge or report is alleged to have occurred.

30.5 A charge or report alleging a breach of these Regulations together with particulars of such charge or report must be delivered to the person or body alleged in such charge or report to have committed the breach, as soon as is practical after receipt of the charge or report and must also inform such person or body of the time and place fixed for hearing of such charge or report.

30.6 Unless otherwise provided in these Regulations a charge or report alleging a breach of these Regulations must be referred to the League Commissioners for hearing and determination.

30.7 Every Officer, Director, Life Member, employee of an Affiliated League or Affiliated League Club, member of, player, Director, Registered Official, officer, servant or agent of an Affiliated League or Affiliated League Club, as the case may be, must attend every meeting, hearing or inquiry of any appeal Tribunal or Commissioner or Tribunal of the SANFL duly constituted by these Regulations to which he has been summoned to attend.

30.8 Whenever a fine has been imposed under these Regulations on an Affiliated League Club, or player, officer, official servant or agent of an Affiliated League Club:

30.8.1 The Affiliated League Club concerned will be responsible for the payment of such fine;

30.8.2 The fine must be paid to the SANFL Community Football within seven (7) days of the SANFL Community Football giving notice to the Affiliated League Club of the imposition of such fine.

**31. Total Player Payments**

**31.1 Committee to Determine Total Player Payments Limit**

31.1.1 The Committee must determine the maximum Total Player Payments to be paid each Match in each Financial Year. For the purpose of this Regulation, the expression "Total Player Payments each Match" means the maximum amount, which an Affiliated League Club may pay or provide to its Players by way of Football Payments each Match in a Financial Year and unless determined otherwise by the Committee, the Total Player Payments for each Match (including Minor Round and Major Round) that an Affiliated League Club participates in during:

31.1.1.1 the 2016 Financial Year is four thousand dollars (\$4,000.00);

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31.1.1.2 in the 2017 Financial Year and onwards is three thousand five hundred dollars (\$3,500.00) each Match

31.1.1.3 in the 2020 Financial Year and onwards the limit is zero (\$0.00) each Match.

31.1.1.4 in the 2021 Financial Year and onwards the limit is two thousand five hundred dollars (\$2,500.00) each Match.

*[Note: Penalty as set out in 31.4.1]*

31.1.1.5 Any Player may be paid not more than \$500.00 for a Match.

*[Note: Penalty as set out in 31.4.2]*

31.1.2 Where the Total Player Payments limit is not reached for each Match in which an Affiliated League Club participates, any amount under the limit for each Match that remains unpaid by a Club cannot be accrued during a Season.

**(The Committee must set a maximum Total Player Payments limit for all Leagues. Unless decided otherwise the maximum Total Player Payment is \$2,500.00 per Match from 2021 onwards with a limit of \$500.00 for a Player.)**

**31.2 Football Payments and Guidelines**

31.2.1 The Committee may issue Guidelines

The Committee may from time to time issue guidelines concerning the Total Player Payments and the value to be placed on any Football Payment.

31.2.2 Football Payments

The value of all or any part of any Remuneration paid or provided to a Player in a Financial Year under any contract, agreement, arrangement or understanding between an Affiliated League Club or any person or entity directly or indirectly associated with an Affiliated League Club (including without limitation any sponsor, supporter or supporter group of that Affiliated League Club) and a Player which relates to or is consideration for the playing of football or for the provision of support services by that Player to the Club or for any team of that Affiliated League Club in any Match, is or will be deemed to be a Football Payment for the purpose of these Regulations.

**(All payments made or promised to be made to a Player between the 1st November up to and including 31st October in any 12 months.**

**Relates to cash, goods, services or benefit in any form and including any payments made to a Club by a sponsor, Supporter Group etc and passed on to a player).**

31.2.3 Deemed Football Payments

Without in any way limiting Regulation 31.2.2 the following payments paid to a Player by an Affiliated League Club or by an Associate of a Club or any supporter, supporter group of or any person or entity associated directly or indirectly with that Affiliated League Club are or are



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deemed to be or not to be (where specified) Football Payments as the case may be and as set out hereunder;

**(What are regarded as Football Payments for the purpose of the Total Player Payments).**

**31.2.3.1 Payments Made Under Contract**

All payments made to a Player by an Affiliated League Club under any contract of service which a Player may have with an Affiliated League Club which relate to or which are consideration for the playing of Football by that Player for any team of that Affiliated League Club in any minor round Match.

**(Payments made to a player who has a contract with his Club).**

**31.2.3.2 Match Payments**

All payments made to a Player by an Affiliated League Club arising out of the selection of a Player in which an A Grade or B Grade team of that Affiliated League Club is participant including without limitation payments made for Minor Round and Major Round Matches won and lost and all other bonus or incentive payments.

**(A payment to a player, whether contracted or not, who plays an A Grade or B Grade game with his Club during the minor and major rounds of a season.)**

**31.2.3.3 Board or Rent Subsidies**

Payments made, given or provided to or for the benefit of a Player by way of accommodation expenses, rental, rental subsidy or rental discount.

**(All board and rent subsidies to be included.)**

**31.2.3.4 Best and Fairest Payments**

The value of payments or benefits made or given in cash or kind to Players for Club Awards.

**(Cost of medals or trophies not included, but any cash or kind accompanying the medal or trophy must be included in the Total Player Payments.)**

**31.2.3.5 After Match Awards**

Subject to the provisions of this sub-clause 31.2.3.5 the maximum amount permitted to be paid as an After Match Award by or for or on behalf of a Club is an average of \$600.00 per Match and to be made to a Player is an average of \$150.00 per Match during the relevant Financial Year.

31.2.3.5.1 Payments or benefits by way of vouchers, services or product and the total of all cash payments made or given in excess of a total value equal to an average of \$600.00 in respect of each Round of matches, including both Minor Round and Major Round, to Players as After Match Awards for A Grade matches are deemed to be a Football Payment.

31.2.3.5.2 A maximum of \$300.00 value in After Match Awards can be accrued in respect of each Round of matches, including both Minor Round and Major Round.

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31.2.3.5.3 Payments or benefits by way of vouchers, services or products and the total of all cash payments made or given in respect of each Round of matches, including both Minor Round and Major Round, as after match awards in excess of an average value of \$150.00 per Match for an individual Player.

31.2.3.5.4 Payments or benefits given to Players of lower grades or Junior grade matches as After Match Awards, club apparel given to any Player, or the costs of in-kind meals up to a value of \$30.00 per Match to any Player shall not be deemed to be Football Payments.

**(Cost of in kind meals up to \$30 in value and club apparel will not be deemed Football Payments.)**

31.2.3.5.5 Payments or benefits by way of vouchers, services or products and the total of all cash payments made or given in respect of each Round of matches, including both Minor Round and Major Round, as after match awards will be referred to in this Regulation as "After Match Awards".

*[Note: Penalty as set out in 31.4.3]*

**31.2.3.6 Coaching Payment Limit**

31.2.3.6.1 Any Senior Coach shall receive not more than twenty thousand dollars (\$20,000.00) for the coaching services of the Senior team in a financial year.

31.2.3.6.2 Any Senior Coach that receives payment for playing services in respect of any Match in which he plays that exceeds the \$20,000 coach fee limit shall be included as a Football Payment. Any Football Payment made to a Senior Coach must comply with regulation 31.1.1.5.

31.2.3.6.3 Any Senior Coach that receives payment for coaching services of the senior team must enter into a Contract with the Affiliated League Club as required under Regulation 31.2.6.7.

31.2.3.6.4 A player may be paid up to \$1,000 per annum for providing the Head Coaching service to any grade, other than the A Grade.

31.2.3.6.5 Notwithstanding regulation 31.2.3.6.4. All Remuneration paid to a Player who is also performing any other coaching role with a team of a Club, other than the Senior coach, will be deemed to be a Football Payment.

*[Note: Penalty as set out in 31.4.4]*

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**31.2.3.7 FBT**

All Fringe Benefits Tax payable by a Club in respect of any Football Payment.

**(Should the Club be liable for any FBT payment in respect of any benefit paid to a player, then that amount is to be included in the Total Player Payments.)**

**31.2.3.8 Superannuation**

The Superannuation guarantee charge paid by a Club on behalf of or for the benefit of a Player will not be deemed a Football Payment. Any amount paid above the statutory superannuation guarantee charge will be deemed to be a Football Payment.

**(Any payment or contribution made in compliance with the super guarantee charge to a Superannuation Fund on behalf of a Player is not to be included in the Total Player Payments. Any amount paid above the super guarantee charge will be deemed a Football Payment).**

**31.2.3.9 Travel**

No travel payments can be made where a player travels less than 100 km round trip to their playing Club.

Travel Payments can be paid at a rate of \$0.75 per kilometre for each kilometre travelled in excess of 100 km round trip from the Player's residence to and from their playing Club to a maximum amount of \$400.00 per Player for each Match.

**If travel is over \$400 for an individual player then the difference between \$400 and the higher amount should be included in the weekly cap of \$2,500**

*The calculation of travelling distance will be determined by the distance calculator located at [www.raa.com.au](http://www.raa.com.au) or any other distance calculator notified by the Committee from time to time.*

*Each Affiliated League Club must nominate its Home Ground to be used for the purposes of any calculation under this Regulation 31.2.3.9.*

*If a Player resides within 20kms of the Adelaide GPO then for the purposes of any calculation under this Regulation 31.2.3.9, the Player's residence shall be deemed to be the Adelaide GPO.*

*[Note: Penalty as set out in 31.4.5]*

**31.2.3.10 Travel – Flights**

Total Player Payments relief will apply to Clubs for airfares for travel to play in Matches provided that such relief is limited to \$400.00 per Player per Match.

The Affiliated League Club must maintain records of all airfares purchased on behalf of a Player or for which a Player has been reimbursed.

If a Club claims relief under this Regulation 31.2.3.10 then no amount may be claimed under Regulation 31.2.3.9 in respect of that same Player for the relevant Match.

*[Note: Penalty as set out in 31.4.6]*

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### **31.2.3.11 Employment and Services Actually Rendered**

Where a Player is employed or provides services to a Club whether under a Player Contract, Employment Contract, or otherwise and the Player is paid an amount which in the reasonable opinion of the CFPC is in excess of the market value of the Player's services or where a Player does not provide services consistent with the normal terms and conditions of such employment, the amount by which the payment exceeds the market value of those services or the whole of the payment as the case may be, will be deemed to be a Football Payment.

31.2.3.11.1 Payments made under Regulation 31.2.3.11 must be documented in a formal contract or agreement and submitted to the CFPC for approval prior to any payment made to a player.

*[Note: Penalty as set out in 31.4.7]*

### **31.2.3.12 Income Protection and Insurance**

31.2.3.12.2 **Income Protection:** Any reimbursement or payment on behalf of and for a player will be exempted from being a Deemed Football Payment where the Club holds the highest coverage (currently Platinum) available to Clubs through the AFL's National Risk Programme. Details of the players income protection policy must still be included with the playing contract when submitted.

31.2.3.12.3 **Health Insurance:** Any reimbursement or payment on behalf of and for a player will be exempted from being a Deemed Football Payment where the Club holds the highest coverage (currently Platinum) available to Clubs through the AFL's National Risk Programme. Details of the players health insurance policy must still be included with the playing contract when submitted.

### **31.2.3.13 Payments made to Players selected for Representative Football**

Remuneration having a total value of \$500.00 for Association Representation, \$500.00 for Zone Representation and \$1,000.00 for State Representation or less paid to a Player will not be a Football Payment. The amount of any Remuneration paid to such Player in excess is prohibited and will be deemed to be a Football Payment.

*[Note: Penalty as set out in 31.4.8]*

### **31.2.3.14 Milestone Payments**

Milestone Payments for the purpose of this Regulation 31 means a payment to be paid to a Player upon the Player playing his 50<sup>th</sup> A Grade game with the Club and every 50 A Grade games played with the Club thereafter.

Remuneration paid to a Player on his achieving milestone games which have been agreed with the Club and exceed \$500.00 will be deemed to be a Football Payment PROVIDED HOWEVER the Player and Club may accrue a Milestone Payment in the following Milestone Game to any future Milestone Game.

*[Note: Penalty as set out in 31.4.9]*

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**31.2.4 Football Payments not to exceed Total Player Payments**

Subject to any guidelines which may be issued by the Committee from time to time or in any particular case, neither an Affiliated League Club, Associate of a Club nor any person or entity directly or indirectly associated with an Affiliated League Club (including without limitation any supporter or supporter group of that Affiliated League Club) in any Financial Year shall give to or apply for the benefit of, or offer to give to or apply for the benefit of a Player any Football Payments or cause to offer to cause any Football Payments given to or applied for the benefit of all Players of the Affiliated League Club whether given or applied by the Affiliated League Club or by some other person or entity, which in total would exceed the Total Player Payments for that Affiliated League Club for that Financial Year, or a particular Match where the Total Player Payments is expressed as a limit for each Match, in which an Affiliated League Club participates. For the purposes of determining whether a Club has paid, given or applied any Football Payments in accordance with this Regulation 31 in any Season it will be deemed that the maximum value of Football Payments which may be given or applied to a Player under any contract agreement or understanding has been so given or applied.

**31.2.5 Prohibition of “Up Front” Payments**

**31.2.5.1 Affiliated Clubs not to make “Up Front” Payments**

An Affiliated League Club or an Associate of the Club, any person or entity directly or indirectly associated with an Affiliated League Club (including without limitation any supporter or supporter group of that Affiliated League Club) may not give to or apply for the benefit of, or offer to give to or apply for the benefit of a Player any Football Payment that is a lump sum payment in consideration for the Player entering into a contract, agreement, arrangement or understanding between the Affiliated League Club and the Player for the playing of Football by that Player for any team of the Affiliated League Club.

**(Clubs must not pay “Sign On” fees to Players).**

*[Note: Penalty as set out in 31.4.10]*

**31.2.5.2 Player Receiving Up Front Payment Prohibited**

A Player shall not receive a payment from an Affiliated League Club or an Associate of the Club or any person or entity directly or indirectly associated with an Affiliated League Club (including without limitation any supporter or supporter group of that Affiliated League Club) in respect of an offer or benefit that is a lump sum payment in consideration for the Player entering into a contract, agreement, arrangement or understanding between the Affiliated League Club and the Player for the playing of Football by that Player for any team of the Affiliated League Club whether such payment is made prior to the application for registration by the Player to play for the Club or at the conclusion of players contract to play with the Club.

**(Players must not receive “Sign On” fee to play).**

*[Note: Penalty as set out in 31.4.11]*

**31.2.5.3 Other Up Front Payments Prohibited**

In addition to the payment specified in Regulations 31.2.5.1 and 31.2.5.2 any payment received or paid to a Player in consideration of the Player playing Football prior to the first round of Matches or after the final Match of the Club for that Season (other than those payments that are permitted under this Regulation 0) is prohibited.

*[Note: Penalty as set out in 31.4.12]*

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**31.2.6 Details of Player Contracts and Football Payments to be Lodged**

31.2.6.1 For the purpose of ensuring compliance with this Regulation 31, each Affiliated League Club must complete and lodge with the Zone Registrar;

**31.2.6.1.1 By 31 March in each calendar year a Memorandum which sets out:**

full details of all Football Payments promised or which are to be given or applied by that Club to or for the benefit:

(A) for that Affiliated League Club for that Financial Year, or a particular of Players of that Club during the then current Financial Year.

full details of all coaching fees promised or which are to be given or applied by that Club to or for the benefit of the coaches of that Club during the then current Financial Year.

**(Each Club is to lodge with the Zone Registrar the full details of all payments/benefits which have been or will be made to A Grade and B Grade players and coaches of that Club during the current Financial Year. This return to be lodged by 31 March each year.)**

**31.2.6.1.2 By 31 October in each calendar year a Memorandum which sets out:**

(A) full details of all Football Payments which have been made to or which have been applied by that Club to or for the benefit of Players of that Club during the Financial year ending on 31 October in that calendar year.

(B) full details of all coaching fees which have been made to or which have been applied by that Club to or for the benefit of the coaches of that Club for the Financial Year ending on 31 October in that calendar year.

**(Each Club is to lodge with the Zone Registrar the full details of all payments/benefits which have been made to A Grade and B Grade Players and coaches during the Financial Year ending on October 31 in that calendar year.)**

**31.2.6.1.3 At any time between 31 March and 31 October, in any Financial Year, if so requested by the Integrity & Compliance Manager the Club shall within seven (7) days of the request provide a Memorandum which sets out:**

(A) full details of all Football Payments which have been made to or which have been applied by that Club to or for the benefit of Players of that Club during the current Financial Year for the period up to the date of the request.

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(B) full details of all coaching fees which have been made to or which have been applied by that Club to or for the benefit of the coaches of that Club during the current Financial Year for the period up to the date of this request.

31.2.6.2 The Memorandum required to be lodged under Regulation 31.2.6.1.1, Regulation 31.2.6.1.2 and Regulation 31.2.6.1.2 must be in the form of Appendices 1 and 2 respectively to these Regulations or with such variations to them as the Committee may require.

**31.2.6.3 Club Statement – Football Payments**

When the Memorandum required under Regulation 31.2.6.1.2, is lodged it must be accompanied by a Club Statement made by the President or the Secretary of the Club lodging the Memorandum and signed by two persons being either the President, the Secretary and/or the Treasurer. This Club Statement will be in the form of and contain the information required in the Form in Appendix 3 to these Regulations.

**31.2.6.4 Affiliated League Clubs to Provide Audited Statement**

An Affiliated League Club must, within 30 days of receiving a written notice from the CFPC or the Zone Registrar to do so, provide to the CFPC and/or to the Zone Registrar as the case may be a statement, certified as being true and correct by a duly qualified auditor, of all Football Payments (including Deemed Football Payments) provided or agreed to be provided to all Players of that Affiliated League Club during the Financial Year or Years in respect of which that notice is given.

**(A Club must provide the CFPC and/or the Zone Registrar an Audited Statement of all Football Payments made to Players within 30 days of being requested to do so).**

**31.2.6.5 Auditors may Inspect Books**

An Affiliated League Club must permit the Integrity & Compliance Manager or a person appointed by the CFPC or by the Zone Registrar to have full and free access to all books, documents and other papers of that Affiliated League Club or any person or entity controlled by that Affiliated League Club which that person believes may be relevant to any matter relating to the Total Player Payments or any Football Payments (including Deemed Football Payments).

**(A Club must allow the Integrity & Compliance Manager or a person appointed by the CFPC or the Zone Registrar to have full and free access to all books relevant to matters of the Total Player Payments.)**

**31.2.6.6 Player to enter into Contract**

Any Player (including any Player that also provides coaching services) that is to receive any payment, benefit or allowance that is a Football Payment or payment or reimbursement for travel under Regulations 31.2.3.9 or 0 (“Travel Payment”) exceeding \$100.00 per Match must, prior to receiving any such Football Payment or Travel Payment, enter into a contract with the Affiliated League Club. Each contract must be in the form of the Player Declaration set out in Appendix 6 to these Regulations.

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**31.2.6.7 Coach to enter into Contract**

Any Coach (including any Player that also provides coaching services) that is to receive any payment, benefit or allowance that is a Coaching Payment must, prior to receiving any such Coaching Payment, enter into a contract with the Affiliated League Club. Each contract must be in the form of the Player or Coach Declaration set out in Appendix 6 and 7 to these Regulations.

**31.2.6.8 Player and Coach to sign Statutory Declaration**

Any Player or Coach (including any Player that also provides coaching services) that is to receive any payment, benefit or allowance that requires any player or coach to enter into a contract per Regulations 31.2.6.7 & 8, with an Affiliated League Club must also sign and submit a Statutory Declaration, declaring that the terms and conditions agreed to in the Coach or Player Declaration are a true and accurate representation of the agreement between the named parties.

**31.2.6.9 Clubs to lodge Contract**

31.2.6.9.1 A Club must lodge with the Zone Registrar a copy of each and every Contract that it has entered into with a Player by the later of the day that is seven (7) days after the date on which the Contract is signed by the last of the parties to it or the day prior to the first Minor Round Match in the relevant Season.

*[Note: Penalty for breach of Regulation 31.2.6 as set out in 31.4.12]*

**31.2.7 Zone Registrar**

SANFL must from time to time appoint a Zone Registrar who has and may exercise such powers as detailed in these Regulations or as may from time to time be delegated to him by that Zone. The Zone Registrar must not be an officer, or employee of an Affiliated League or an Affiliated League Club of that Zone unless the relevant Zone includes more than fifty (50) Affiliated League Clubs in which case the Zone Registrar may be an employee of an Affiliated League.

**(SANFL must appoint an independent Zone Registrar.)**



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**31.2.8 SANFL Community Football Player Payment Investigation Committee (“CFPC”)**

31.2.8.1 The Committee must from time to time appoint an CFPC that has and may exercise such powers as detailed in these Regulations or as may from time to time be delegated to it by the Committee. The CFPC shall be comprised of not less than three (3) persons determined by the Committee provided that no member of the committee may be an officer or employee of an Affiliated League Club.

31.2.8.2 The CFPC is empowered:-

31.2.8.2.1 To investigate:-

(A) such matters as may be referred to it by the Committee;

(B) such matters which it may of its own volition decide to investigate;

concerning the compliance by Affiliated League Clubs, Associates of Affiliated League Clubs, Officials of Affiliated League Clubs, Players and Associates of Players, with this Regulation 31.

31.2.8.2.2 To exercise such other powers as may be conferred on it by the Committee from time to time.

31.2.8.2.3 The CFPC may, without limitation, exercise any power conferred on it whether by this Regulation 31 or otherwise at such time or times and in such manner as it may decide, and may in the exercise of such power investigate any matter concerning compliance with this Regulation 31 or at random without cause, or suspicion of any breach of this Regulation 31.

31.2.8.2.4 If after conducting an investigation the CFPC forms the opinion that any person or Affiliated League Club has or may have engaged in conduct in breach of any of the provisions of this Regulation 31, the CFPC may lay a charge against the person or the Affiliated League Club.

**31.2.9 Clubs to do all things necessary to assist Zone Registrar and CFPC**

**31.2.9.1 Full and Free Access**

Each Affiliated League Club must permit the Zone Registrar and CFPC to have full and free access to such books, documents and other papers of that Affiliated League Club or any person or entity controlled by or associated with that Affiliated League Club as the Zone Registrar or CFPC believes may be relevant to any enquiries which he may make.

**(The Zone Registrar shall have access to the books of the Clubs to carry out enquiries relevant to the Total Player Payments.)**

**31.2.9.2 Copies**

Upon being so requested, an Affiliated League Club and/or a Player must provide the CFPC with true copies of such books, documents or other papers in the possession of or under the control of the Affiliated League Club or any person or entity controlled by the Affiliated League Club or the Player, as the case may be or such other information and answer such questions as the CFPC deems appropriate and relevant to any enquiries made during the investigation process.

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(True copies of any books, documents etc are to be made available to the  
Zone Registrar or CFPC by the Club if requested.)

*[Note: Penalty for breach of Regulation 31.2.9 as set out in 31.4.12]*

**31.2.10 Payments by Sponsors, Supporters and other**

Each Affiliated League Club must provide to the Zone Registrar full and complete details of all payments made:

31.2.10.1 by or on behalf of or for the benefit of the Affiliated League Club to any Player or otherwise for the benefit of any Player;

31.2.10.2 to any Players by sponsors, supporters (including supporter groups) or any person or entity associated directly or indirectly with the Club.

*[Note: Penalty for breach as set out in 31.4.12]*

**31.2.11 Payments to be included if explanation unsatisfactory**

The Zone Registrar or CFPC may seek an explanation from an Affiliated League Club as to the nature of any payments made or benefit provided to a Player by the person or entity associated directly or indirectly with that Affiliated League Club. In the event that the Affiliated League Club fails to explain the payment or benefit provided to the satisfaction of the Zone Registrar he may deem such payment or benefit to be a Football Payment to the Player for the purposes of these Regulations.

Upon the Zone Registrar advising that Affiliated League that he has deemed any payment or benefit to be a Football Payment, that payment or benefit will be a Football Payment for all purposes of this Regulation 31.

**(If a Club fails to explain to the Zone Registrar what a payment or benefit being made to a player is then the value of the payment or benefit will be included in the Total Player Payments.)**

**31.2.12 Zone Registrar to report to Affiliated League**

31.2.12.1 The Zone Registrar will report directly to each Affiliated League in the Zone for which he is appointed. He must not at any time divulge any information obtained by him in the course of his enquiries other than to the relevant Affiliated League except where he may be compelled to do so by order of a Court or Tribunal of competent jurisdiction.

31.2.12.2 An Affiliated League may request, and the Zone Registrar must provide, any playing Contract that has been lodged with the Zone Registrar by an Affiliated League Club that participates in its competitions.

**31.2.13 Zone Registrar to report to CFPC**

The Zone Registrar will report directly to the CFPC. The Zone Registrar must refer any concern that the Zone Registrar has that a breach of this Regulation 31 has occurred. The Zone Registrar must divulge any information obtained by him in the conduct of his role to the CFPC.

**31.2.14 No Breach of Statute**

Each of the powers, requirements and obligations set out in this Regulation 31 are to be read and construed so as to not infringe or breach any Statute or law and shall be limited or severed to the extent that any Statute or law requires. Nothing in this Regulation 31 shall or be deemed to:

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- 31.2.14.1 directly or indirectly require a person to quote that person's tax file number;
- 31.2.14.2 directly or indirectly require the production of a document or copy of a document on which a tax file number is recorded without allowing the person to whom the tax file number belongs the right to remove that number if he or she so wishes;
- 31.2.14.3 directly or indirectly require a person to quote another person's tax file number;
- 31.2.14.4 directly or indirectly require, authorise or permit a person to divulge or communicate another person's tax file number to a third party;
- 31.2.14.5 directly or indirectly require a person to make a record of any taxation information relating to another person or divulge or communicate to another person any taxation information relating to a third person or otherwise made use of any taxation information relating to a third person or otherwise make use of any taxation information relating to another person where such information was disclosed or obtained in breach of a provision of the taxation law;
- 31.2.14.6 Directly or indirectly require any act, matter or thing which constitutes an offence under the *Taxation Administration Act 1953* and any amendment thereto and/or the *Privacy Act 1988*.

**31.2.15 Breach of Regulation 31**

**CFPC to Investigate alleged Breach of Regulation 31**

- 31.2.15.1 Any breach of this Regulation 31 by a Club, Player, Official or Person must be referred to the Integrity & Compliance Manager by the General Manager in writing for investigation.
- 31.2.15.2 As soon as practical after receiving a reference for investigation from the General Manager, the Integrity & Compliance Manager shall investigate the matter and report, in writing, to the CFPC.
- 31.2.15.3 For the purpose of conducting an investigation under this Regulation, a Person shall upon request by the Integrity & Compliance Manager:-
  - 31.2.15.3.1 fully cooperate with the Integrity & Compliance Manager;
  - 31.2.15.3.2 truthfully answer any questions asked by the Integrity & Compliance Manager; and
  - 31.2.15.3.3 provide any document, computer image, record, data in that Person's possession or control requested by the Integrity & Compliance Manager and as as required pursuant to Regulation 31.2.9.
- 31.2.15.4 A Person who fails to observe and comply with Regulation 31.2.15.3 or who provides any information or acts in a manner which is in respect false or misleading or likely to mislead shall be deemed to have been involved in conduct which is unbecoming or prejudicial to the interests of the SANFL and shall be liable to a sanction or penalty as set out in Regulation 31.4.16 and 31.4.17
- 31.2.15.5 If after considering the report of the Integrity & Compliance Manager the CFPC determines that a Person has been involved in a breach of Regulation 0 the CFPC shall:-

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| 31.2.15.5.1      | charge that Person by completing a Notice of Charge in the form prescribed in the Schedule;   |
| 31.2.15.5.2      | lodge the Notice of Charge with the Committee;  |
| 31.2.15.5.3      | provide a copy of the Notice of Charge to the Person.   |
| 31.2.15.6        | The Committee shall consider the Charge and the report from the CFPC and the Integrity & Compliance Manager and advise the Person of the sanction or penalty to be imposed in respect of the offence for which the Person is charged.   |
| 31.2.15.7        | The Person charged may elect to plead guilty to the breach by lodging with the Committee a Notice accepting a plea of guilty to the Charge and accepting the sanction or penalty.   |
| <b>31.2.15.8</b> | <b>Salary Cap Commissioner (“SCC”) to Hear and Determine Alleged Breach of Regulation 31</b>  |
|                  | If the Person charged does not elect to accept a guilty plea, sanction or penalty in respect of the Charge, the Committee will refer the hearing of the alleged breach to the Salary Cap Commissioner (“SCC”) appointed pursuant to Rule 18.26A of the SANFL Regulations who shall hear and determine the alleged breach in accordance with the procedures and rules contained in this Regulation 31.3. |

**31.3 Procedure and Rules relating to Hearing of a Charge alleging a breach of Regulation 31**

The following Procedure and Rules must be adopted and applied in relation to the hearing and determination of a charge made against an Affiliated League Club or a Player or Person alleging a breach of this Regulation 31:

**31.3.1 Notice of a Charge and Hearing**

Where a Charge is laid alleging a breach of Regulation 31 the General Manager must give notice of the charge to each person or Affiliated League Club charged. The General Manager must then fix a time, date and place of the hearing of the charge by the SCC and inform each person and/or Affiliated League Club charged of those particulars. Not less than seven (7) days’ notice of the time, date and place of the hearing must be given.

**31.3.2 Statement of Grounds**

31.3.2.1 A Notice of a charge under Regulation 31.3.1 must be accompanied by a statement of the grounds for the laying of the Charge. A copy of the report of the CFPC on the matters the subject of the charge will be a sufficient statement of grounds for the laying of the charge;

31.3.2.2 The grounds for the laying of the charge will constitute sufficient reasons for the CFPC to declare the charge sustained unless the person or Affiliated League Club charged discharges the burden of proof referred to in Regulation 31.3.10.

**31.3.3 SCC may vary time and place of hearing**

The SCC may vary the time or place specified under Regulation 31.3.1 and the SCC must give to each Affiliated League Club or person charged at least seven (7) days written notice of any such variation.

**31.3.4 Hearing by SCC**

At the time and place referred to in the Notice of Charge or as varied under Regulation 31.3.3

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the SCC must conduct a hearing into the matters subject to the charge.

**31.3.5 Hearing to be Informal**

The hearing of the charge by the SCC must be conducted with as little formality and technicality and with as much expedition as a proper consideration of the matters before it permit or require.

**31.3.6 Rules of Evidence not to apply**

The SCC is not bound by the Rules of Evidence and may inform itself of any matter relating to the charge in such manner as it thinks appropriate.

**31.3.7 Procedures at Hearing**

Subject to Regulation 31.3.8 the procedure to be adopted by the SCC at any hearing of a charge will be such as the SCC itself determines.

**31.3.8 Natural Justice**

At the hearing of any charge conducted by the SCC under this Regulation 31 the SCC must:-

31.3.8.1 give every Person or Affiliated League Club charged an opportunity to be heard;

31.3.8.2 allow the Person or Affiliated League Club charged to be represented by any person including a Legal Practitioner; and

31.3.8.3 hear and determine the charge before it in a fair and unbiased manner.

**31.3.9 Report to be Prima Face Evidence**

A report made by the CFPC will be prima face evidence of the matter or matters contained in that report provided that a copy of the report has been provided to the Person or Affiliated League Club charged prior to the commencement of the hearing.

**31.3.10 Onus of proof**

A Person or Affiliated League Club charged under this Regulation has the onus of establishing on the balance of probabilities that a matter or matters contained in the report made by the CFPC are and/or any other evidence presented in support of a charge is untrue or incorrect and that he / she / it did not engage in the conduct alleged in the charge.

**31.3.11 Actions of Affiliated League Club Personnel**

Any conduct engaged in:-

31.3.11.1 by a director, officer, Player, Person, servant or agent of an Affiliated League Club; or

31.3.11.2 by any other person at the direction or with the knowledge, consent, agreement or authorisation (whether express or implied) of a director, officer, Player, servant or agent of an Affiliated League Club;

shall be deemed for the purposes of this Regulation 31 to have also been engaged in by the Affiliated League Club unless the CFPC is satisfied that the conduct was not engaged in on behalf of, or for the benefit of, the Affiliated League Club and was not expressly or impliedly authorised by the Affiliated League Club.

For the purposes of this Regulation 31.3.11, "knowledge" includes reckless indifference as to whether the conduct in question was occurring or not.

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**31.3.12 No False or Misleading Information**

An Affiliated League Club, Player or other Person to whom this Regulation applies must not provide or give any false or misleading information to the SCC at any hearing.

**31.3.13 Decision**

At the conclusion of its hearing the SCC may:-

31.3.13.1 declare the charge to be sustained and propose any penalty or sanction provided for under these Regulations, including reasons, for the consideration of the Committee; or

31.3.13.2 declare the charge dismissed; or

31.3.13.3 adjourn the hearing to a fixed date or indefinitely.

**31.3.14 SCC may grant relief**

If the SCC is satisfied that an Affiliated League Club, Player or other person who is in breach of or has failed to comply with this Regulation 31 has acted honestly and reasonably and having regard to all the circumstances of the case, ought fairly to be excused from liability, and/or any sanction or penalty which may be imposed under these Regulations, it may relieve that Affiliated League Club, Player or person either wholly or partly from that liability, sanction, or penalty on such terms and conditions as it thinks fit.

**31.3.15 Player May be Excused for Co-Operation**

The SCC may excuse a Player from liability or limit the Player's liability under these Regulations in consideration of a Player's co-operation and assistance in establishing a breach of these Regulations by any Affiliated League Club or an Associate of an Affiliated League Club, including without limitation any Director, officer, servant or agent of any Affiliated League Club with which the Player is or was previously registered.

**31.3.16 SCC not obliged to give reasons**

The SCC is not obliged to give reasons for any decision which it makes in relation to a charge heard under this Regulation 31.

**31.3.17 Decision of SCC to be final and binding**

31.3.17.1 Subject to Regulation 31.3.17.2 the decision of SCC in relation to any charge referred to it under this Regulation 31 will be final and binding on the Affiliated League Club and all other Persons who are bound by and subject to these Regulations.

31.3.17.2 After the SCC has delivered its decision it cannot re-hear the matter which was the subject of that decision nor can it rescind or alter that decision unless evidence relating to the subject matter of the charge becomes available being evidence which was either not known or which could not reasonably have been obtained at the time of the hearing of the charge.

**31.4 Penalties for a Deliberate Breach of Regulation 31**

The following sanctions or penalties shall apply in respect of a breach of Regulation 31.

31.4.1 For a breach of Regulation 31.1.1.2 where a Club has exceeded the Total Player Payment for each Match a fine calculated as follows:-

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- 31.4.1.1 An amount equal to the excess amount paid over the sum of \$2,500.00 for each Match; and
- 31.4.1.2 an amount up to \$1,000.00 for each and every breach.
  
- 31.4.2 For a breach of Regulation 31.1.1.5 in respect of a Player who receives more than \$500.00 for a Match:-
  - 31.4.2.1 in respect of the Club a fine:-
    - 31.4.2.1.1 that is equal to the excess amount paid over the sum of \$500.00 to each Player each Match; and
    - 31.4.2.1.2 an amount up to \$1,000.00 for each and every breach.
  
  - 31.4.2.2 in respect of a Player:-
    - 31.4.2.2.1 a fine that is equal to the excess amount paid over the sum of \$500.00 each Match; and
    - 31.4.2.2.2 an amount up to \$1,000.00 for each and every breach.
    - 31.4.2.2.3 suspension from playing Football for a period of up to 12 months.
  
- 31.4.3 For a breach of Regulation 31.2.3.5 in respect of after Match awards:-
  - 31.4.3.1 in respect of a Club where a Club has paid more than \$600.00 on average for each Match during the Financial Year a fine:-
    - 31.4.3.1.1 that is equal to the excess amount paid over the average sum of \$600.00 per Match; and
    - 31.4.3.1.2 an amount up to \$1,000.00 for each and every breach.
  
  - 31.4.3.2 in respect of a Player where a Player has received more than \$150.00 on average for each Match during the Financial Year a fine:-
    - 31.4.3.2.1 that is equal to the excess amount paid over the sum of \$150.00 average per Match; and
    - 31.4.3.2.2 an amount up to \$1,000.00 for each and every breach.
    - 31.4.3.2.3 suspension from playing Football for a period of up to 12 months.
  
- 31.4.4 For a breach of Regulation 31.2.3.6 in respect of Coaching Payments:-
  - 31.4.4.1 In respect of a Club a fine:-
    - 31.4.4.1.1 That is equal to the excess amount paid over the sum of \$20,000.00 to the Senior Coach; and
    - 31.4.4.1.2 An amount up to \$1,000.00 for each and every breach
  
  - 31.4.4.2 In respect of a Senior Coach where a Senior Coach as received more than \$20,000.00 during the Financial Year a fine:-
    - 31.4.4.2.1 That is equal to the excess amount paid over the sum of \$20,000.00; an

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- 31.4.4.2.2 An amount up to \$1,000.00 for each and every breach.
- 31.4.4.2.3 Suspension from playing Football for a period of up to 12 months.
  
- 31.4.5 For a breach of Regulation 31.2.3.9 in respect of Travel payments:-
  - 31.4.5.1 in respect of a Club where a Club has paid more than the Prescribed Amount for each Match during the Financial Year a fine:-
    - 31.4.5.1.1 that is equal to the excess amount paid above the Prescribed Amount per Match; and
    - 31.4.5.1.2 an amount up to \$1,000.00 for each and every breach.
  - 31.4.5.2 in respect of a Player where a Player has received more than the Prescribed Amount for each Match during the Financial Year a fine:-
    - 31.4.5.2.1 that is equal to the excess amount paid over the Prescribed Amount per Match; and
    - 31.4.5.2.2 an amount up to \$1,000.00 for each and every breach.
    - 31.4.5.2.3 suspension from playing Football for a period of up to 12 months.
  
- 31.4.6 For a breach of Regulation 0 in respect of Travel/Flights payments:-
  - 31.4.6.1 in respect of a Club where a Club has paid more than \$400.00 for each Match during the Financial Year a fine:-
    - 31.4.6.1.1 that is equal to the excess amount paid over the sum of \$400.00 per Match; and
    - 31.4.6.1.2 an amount up to \$1,000.00 for each and every breach.
  - 31.4.6.2 in respect of a Player where a Player has received more than \$400.00 for each Match during the Financial Year a fine:-
    - 31.4.6.2.1 that is equal to the excess amount paid over the sum of \$400.00 per Match; and
    - 31.4.6.2.2 an amount up to \$1,000.00 for each and every breach.
    - 31.4.6.2.3 suspension from playing Football for a period of up to 12 months.
  
- 31.4.7 For a breach of Regulation 31.2.3.11 in respect of employment and services actually rendered:-
  - 31.4.7.1 in respect of a Club where a Club has paid in excess of the market value of the Player's services during the Financial Year a fine:-
    - 31.4.7.1.1 that is equal to the excess amount paid over the market value of the Player's services; and
    - 31.4.7.1.2 an amount up to \$1,000.00 for each and every breach.



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- 31.4.7.2 in respect of a Player where a Player has been paid in excess of the market value of the Player's services for the Financial Year a fine:-
  - 31.4.7.2.1 that is equal to the excess amount paid over the marker value of the Player's services; and
  - 31.4.7.2.2 an amount up to \$1,000.00 for each and every breach.
  - 31.4.7.2.3 suspension from playing Football for a period of up to 12 months.
- 31.4.8 For a breach of Regulation 31.2.3.13 in respect of payments for representative Football:-
  - 31.4.8.1 in respect of a Club where a Club has paid more than the amount prescribed in Regulation 31.2.3.13 for each Match during the Financial Year a fine:-
    - 31.4.8.1.1 that is equal to the excess amount paid over the amount prescribed in Regulation 31.2.3.13 per Match ; and
    - 31.4.8.1.2 an amount up to \$1,000.00 for each and every breach.
  - 31.4.8.2 in respect of a Player where a Player has received more than the prescribed amount as set out in Regulation 31.2.3.13 for each Match during the Financial Year a fine:-
    - 31.4.8.2.1 that is equal to the excess amount paid over prescribed amount as set out in Regulation 31.2.3.13 per Match; and
    - 31.4.8.2.2 an amount up to \$1,000.00 for each and every breach.
    - 31.4.8.2.3 suspension from playing Football for a period of up to 12 months.
- 31.4.9 For a breach of Regulation 31.2.3.14 in respect of milestone payments:-
  - 31.4.9.1 in respect of a Club where a Club has paid more than the amount prescribed by Regulation 31.2.3.14 for each Match during the Financial Year a fine:-
    - 31.4.9.1.1 that is equal to the excess amount paid over the prescribed amount in Regulation 31.2.3.14 per Match; and
    - 31.4.9.1.2 an amount up to \$1,000.00 for each and every breach.
  - 31.4.9.2 in respect of a Player where a Player has received more than the prescribed amount as set out in Regulation 31.2.3.14 for each Match during the Financial Year a fine:-
    - 31.4.9.2.1 that is equal to the excess amount paid over amount prescribed as set out in Regulation 31.2.3.14 per Match; and
    - 31.4.9.2.2 an amount up to \$1,000.00 for each and every breach.
    - 31.4.9.2.3 suspension from playing Football for a period of up to 12 months.
- 31.4.10 For a breach of Regulation 31.2.5.1 and 31.2.5.3 by the Club there shall be:-
  - 31.4.10.1 a fine calculated as an amount that is an equivalent amount of the payment or the value of the remuneration that represents the upfront payment; plus
  - 31.4.10.2 an amount up to \$5,000.00 for each and every breach.
- 31.4.11 For a breach of Regulation 31.2.5.2 and 31.2.5.3 by the Player there shall be:-

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- 31.4.11.1 a fine of an amount that is equivalent to the amount of the payment or the value of the remuneration that represents the upfront payment; and
- 31.4.11.2 and an amount up to \$5,000.00;
- 31.4.11.3 suspension from playing Football for a period of up to 12 months.
- 31.4.12 The penalty for failing to comply with Regulations 31.2.6, 31.2.9 and 31.2.10 is:
  - 31.4.12.1 for a Club
    - 31.4.12.1.1 for conduct that was deliberate or intentional and misrepresented the details of payments made or to be made by a Club, at the Committee's discretion:
      - (A) the removal of some or all of the Club's APPS points in either or both of the following two (2) Seasons; and/or
      - (B) the loss of or ineligibility to receive Premiership Points for past or future Matches of not more than an aggregate of twelve (12) premiership points for the A Grade team of the Club either in the Financial Year in which the breach has been committed or over the following three (3) Seasons.
      - (C) A fine of up to \$5,000.00.
    - 31.4.12.1.2 for any other breach of Regulation 31.2.6 (including late lodgement of the Memorandum):
      - (A) for a first offence in any two (2) year period - \$250.00;
      - (B) for each subsequent offence in any two (2) year period up to \$5,000.00.
    - 31.4.12.1.3 For a Player or Official**
      - (A) A fine of not more than \$5,000.00; and/or
      - (B) A period of deregistration not exceeding one (1) year as a Player or Official, as the case may be, as SCC shall determine in its discretion.
- 31.4.13 A Player who fails to cooperate in respect of an investigation pursuant to Regulation 31.2.15.3 shall be suspended from playing until such time as the Player has cooperated with the investigator.
- 31.4.14 A Person who fails to cooperate with the investigation pursuant to Regulation 31.2.15.3 shall be fined an amount up to \$5,000.00.
- 31.4.15 In respect of any breach of Regulation 0 in addition to the monetary penalty imposed by the SCC, at the Committee's discretion, the Committee may impose a penalty or sanction as follows:
  - 31.4.15.1 the removal of any or all of the Club's APPS points in either or both of the following two (2) Seasons; and/or
  - 31.4.15.2 the loss of or ineligibility to receive Premiership Points for past or future Matches of not more than an aggregate of twelve (12) premiership points for the A Grade team of the Club either in the Financial Year in which the breach has been committed or over the following three (3) Seasons.

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- 31.4.16 For any other breach where no monetary penalty has been prescribed in these Regulations a fine of:
- 31.4.16.1 for a first offence in any two (2) year period - \$250.00;
  - 31.4.16.2 for each subsequent offence in any two (2) year period - an amount up to \$5,000.00.
- 31.4.17 Any penalties incurred are to be paid to the Committee within 28 days of the Affiliated League Club being notified of such penalties.

**31.5 Definitions**

For the purposes of this Regulation 31 the following words shall have the following meaning unless the context requires otherwise:

- 31.5.1 **“Senior Coach”** means the senior coach of the Club’s “A” grade team and does not include assistant coaches, coaches of the (Reserve “B”) grade or any lower grade team or junior coaches. There shall only be one Senior Coach of the Club whose duties must include developing and implementing the training and tactical playing regime for the Club and the taking of majority of training sessions, pre-game, half time and quarter time break addresses including overseeing the tactical processes on Match Day and is named the Senior Coach on Club records.
- 31.5.2 **“Employment Contract”** means a contract made between a Club and a Player who has entered into a Player Contract with the Club, or with an Associate of that Player, under which the Club has agreed to employ the Player or Associate of that Player in bona fide employment with the Club.

**31.5.3 Meaning of Remuneration**

For the purposes of this Regulation 31 Remuneration means any:-

- 31.5.3.1 advance;
- 31.5.3.2 allowance;
- 31.5.3.3 bonus;
- 31.5.3.4 consideration;
- 31.5.3.5 disbursement;
- 31.5.3.6 expenditure;
- 31.5.3.7 expense;
- 31.5.3.8 financial benefit given or promised;
- 31.5.3.9 fringe benefit;
- 31.5.3.10 incentive;
- 31.5.3.11 loan (other than a loan made on commercial terms at arms length);
- 31.5.3.12 match bonus or incentive payment;
- 31.5.3.13 money;
- 31.5.3.14 payment;

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- 31.5.3.15 payment of insurance or other premium;
- 31.5.3.16 reimbursement;
- 31.5.3.17 remittance;
- 31.5.3.18 restitution;
- 31.5.3.19 reward;
- 31.5.3.20 salary or wages;
- 31.5.3.21 superannuation benefit;
- 31.5.3.22 property or right of any description; or
- 31.5.3.23 other advantage or benefit in any form whatsoever ;

paid to a Player by a Club within the meaning of Regulation 31.

31.5.4 For the purposes of Regulation 31, it is irrelevant whether the Remuneration is paid to the Player within the meaning of these Rules under:-

- 31.5.4.1 a Contract of Service between the Player and a Club;
- 31.5.4.2 an Agreement between the Player and any Associate of the Club or any third party; or
- 31.5.4.3 Otherwise.

**31.5.5 Meaning of “Paid to a Player” or “Pay or provide to a Player” or “made to a Player”**

In these Regulations wherever the expression “paid to a Player” or “Pay or provide to a Player” or “made to a Player” is used in the context of the payment of Remuneration, it includes Remuneration that is paid, provided, made to or given:-

- 31.5.5.1 to a Player;
- 31.5.5.2 for the benefit of a Player;
- 31.5.5.3 to, or for the benefit of, an Associate of a Player;
- 31.5.5.4 to, or for the benefit of, a creditor of a Player;
- 31.5.5.5 to, or for the benefit of, an agent for a Player;
- 31.5.5.6 at, or by, the direction of a Player; or
- 31.5.5.7 in any other circumstances declared by the CFPC, in its reasonable opinion, to be Remuneration that has been paid to a Player.

31.5.6 For the purposes of Regulation 31.5.5, it is irrelevant whether the Remuneration is:-

- 31.5.6.1 directly or indirectly paid;
- 31.5.6.2 in any form; or
- 31.5.6.3 from whatever source.

**31.5.7 Meaning of “By a Club”**

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In these Regulations, wherever the expression "by a Club" is used in the context of the payment of Remuneration to a Player, it includes Remuneration that has been paid to a Player:-

- 31.5.7.1 by a Club;
  - 31.5.7.2 on behalf of a Club;
  - 31.5.7.3 by, or on behalf of, an Associate of a Club;
  - 31.5.7.4 by, or on behalf of, a Sponsor of a Club;
  - 31.5.7.5 by, or on behalf of, any other person or Entity associated or affiliated, whether directly or indirectly, with a Club, an associated Entity or a Club Sponsor;
  - 31.5.7.6 in any other circumstance whatsoever.
- 31.5.8 **"Associate of a Club"** means and includes:
- 31.5.8.1 a director, secretary, officer, sponsor or member of the Club;
  - 31.5.8.2 a body corporate which is related to the Club within the meaning of s 50 of the Corporation Law, and any director, secretary or other officer of a related body corporate;
  - 31.5.8.3 a partner of the Club or a partnership in which the Club is a member;
  - 31.5.8.4 a trustee of a trust estate where the Club, or another person who is an associate of the Club by virtue of another sub-paragraph of this definition, benefits or is capable (whether by the exercise of a power of appointment or otherwise) of benefiting under the trust, either directly or through any interposed companies partnerships or trusts;
- 31.5.9 a corporation:-
- 31.5.9.1 in which the Club, or a person who is an associate of the Club by virtue of another sub-paragraph of this definition, has a direct or indirect beneficial interest in shares in the corporation, or an entitlement thereto, where the nominal value of those shares is not less than 10% of the nominal value of all issued shares of the corporation falling within the same class;
  - 31.5.9.2 where the corporation is, or its directors are, accustomed, or under an obligation, whether formal or informal, to act in accordance with the directions, instructions or wishes of the Club or of another person who is an associate of the Club by virtue of another sub-paragraph of this definition; or
  - 31.5.9.3 the Club is, or persons who are associates of the Club by virtue of another sub-paragraph of this definition are, in a position to cast, or control the casting of, more than 50% of the maximum number of votes that might be cast at a general meeting of the corporation.
  - 31.5.9.4 a sponsor of a Club or a Player;
  - 31.5.9.5 any person who is or was acting, or who proposes to act, on behalf of or in concert with the Club
- 31.5.10 **"Associate of a Player"** means and includes: any relative of the Player;

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- 31.5.10.2 the spouse or partner (legal or defacto) of the Player or any of his relatives;
- 31.5.10.3 a corporation where:-
- 31.5.10.3.1 the Player or a person referred to in Regulations 31.5.10.1 and 31.5.10.2 has, or two or more such persons together have, a direct or indirect beneficial interest in shares in the corporation, or an entitlement thereto, where the nominal value of those shares is not less than 10% of the nominal value of all issued shares of the corporation falling within the same class;
- 31.5.10.3.2 the corporation is, or the directors are, accustomed or under an obligation, whether formal or informal, to act in accordance with the directions, instructions or wishes of the Player, or of another person or corporation who or which is an associate of the Player by virtue of another sub-paragraph of this definition; or
- 31.5.10.3.3 the Player is, or person or persons who are associates of the Player by virtue of another sub-paragraph of this definition is or are, in a position to cast or control the casting of, more than 50% of the maximum number of votes that might be cast at a general meeting of the corporation.
- 31.5.10.4 a body corporate which is related to a corporation referred to in Regulation 31.4.10.3 above within the meaning of s 50 of the *Corporations Act 2001*.
- 31.5.10.5 a director, secretary or officer of a corporation referred to in Regulations 31.5.10.3.3 and 31.5.10.4.
- 31.5.10.6 a partner of the Player of any partnership which the Player or any person referred to in Regulations 31.5.10.1 to 31.5.10.4 is a member.
- 31.5.10.7 a trustee of a trust estate where the Player, or another person who is an associate of the Player by virtue of another sub-paragraph of this definition, benefits or is capable (whether by the exercise of a power of appointment or otherwise) of benefiting under the trust, either directly or through any interposed companies, partnerships or trusts.
- 31.5.10.8 any person who is or was acting, or who proposes to act, as agent for or who otherwise acts on behalf of or in concert with the Player.
- 31.5.11 **“CFPC”** means for the purpose of this Regulation SANFL Community Football Player Payment Investigation Committee.
- 31.5.12 **“Person”** means a person, Club, Player, Official, an Associate of a Club, corporation, senior coach, associate of a Player.
- 31.5.13 **“Integrity & Compliance Manager”** means the SANFL Integrity & Compliance Manager or such other person appointed by SANFL to conduct investigations of any breach of any SANFL Rule, Regulation or Policy.
- 31.5.14 **“the Committee”** means the Community Football Committee established pursuant to Rule 7 of the Constitution.

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31.5.15 “**Premiership Points**” referred to in this Rule are calculated on the basis of two (2) Premiership Points being awarded for each win. If the Affiliated League permits the awarding of four (4) Premiership Points for a win, the Premiership Points in respect of past or future matches referred to in this Regulation 31.4 shall be doubled.

31.5.16 “**SCC**” means the Salary Cap Commissioner appointed pursuant to Regulation 31.2.15.8 and Rule 18.26A.

**31.5.17 Payment Limit alternative by Affiliated League**

Where an Affiliated League has determined that in respect of any maximum amount to be paid to a Player is less than the amount set out in these Regulations, these Regulations shall be modified by amending the Regulation to substitute the amount set by the Affiliated League and a breach by a Player or Person or a Club in respect of that Affiliated League’s maximum payment will be deemed to be a breach of these Regulations and shall be dealt with in accordance with this Regulation 31.

**32. Approved Player Points System**

32.1 Each Affiliated League must adopt an Approved Player Points System (“APPS”) by 31 December in each calendar year.

32.2 Deleted

32.3 If an Affiliated League wishes to adopt a Player Points System other than the APPS as detailed in Appendix 4:

32.3.1 It must submit its proposed Player Points System to the Community Football Manager for approval by the Committee by not later than 30 November in the calendar year before the first Season in which it is to apply to that Affiliated League;

32.3.2 The proposed Player Points System must be largely based on the Guidelines set out in Appendix 4 to these Regulations as amended or varied by the Committee from time to time or with such variation as the Committee may approve.

32.4 An Affiliated League which has adopted an APPS must not alter, amend or vary that System in any way without the approval of the Committee.

32.5 If the Committee alters the guidelines in Appendix 4 applicable to an APPS as a consequence of which an approved player points system which has been adopted by an Affiliated League does not then comply with the guidelines in Appendix 4, then such Affiliated League must alter its APPS so that it complies with the guidelines as altered by the Committee and have such alterations approved by the Committee.

32.6 A player of a Club of an Affiliated League must, before being selected to play in the Senior (A Grade) Team of that Club complete and deliver to the Club a declaration in a form approved by the Affiliated League (“the Player Declaration”) which must:

32.6.1 Include complete details of the previous playing history (including games played at Clubs, numbers of Seasons and games played) of the player;

32.6.2 Include an assessment by the player and the Club of the Player Points Rating of the player calculated under the APPS which has been adopted by the Affiliated League;

32.6.3 Be signed by both the player and an official of the Club and lodged with the Club and with the Affiliated League.

32.7 If a player or official of a Club is found guilty of providing any false or misleading information in the Player Declaration referred to in Regulation 32.6:

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- 32.7.1 Such player or official will be liable to penalties including, but not limited to deregistration (in the case of a player) suspension and/or a fine not exceeding \$2,000.00, or such other amount as the Committee may determine from time to time;
- 32.7.2 The Club may be liable to a fine not exceeding \$2,000.00, or such other amount as the Committee may determine from time to time, and/or the loss of premiership points by its Senior (A Grade) Team.
- 32.8 If a team of a Club exceeds the Total Points Rating allocated to it, in any game played by its Senior (A Grade) Team the following penalties will automatically apply:
- 32.8.1 The loss of all premiership points, earned for that game, the loss of all points scored by the team in that game, plus a fine of \$1,000.00
- 32.9 Subject to Regulation 32.10 any allegation of a breach of the provisions of this Regulation 32 will, be heard and determined by the League Independent Tribunal of the Affiliated League.
- 32.10 In addition to any sanctions which may be imposed under Regulations 32.7, 32.8 and 32.9 if any person, Affiliated League or Affiliated League Club contravenes or is in breach of:
- 32.10.1 The terms and conditions of the APPS which has been adopted by that Affiliated League; or
- 32.10.2 Any other provision contained in this Regulation 32;
- such contravention or breach will be deemed to be a breach of these Regulations and such person, Affiliated League or Affiliated League Club may be charged, dealt with, and be liable to the penalties provided, under Regulation 31.
- 32.11 If a dispute arises concerning any matter relating to an APPS such dispute must be referred to the League Independent Tribunal of the Affiliated League concerned for hearing and determination.

### **33. Junior Football**

- 33.1 Each Affiliated League must ensure that the difference between age limits for the Junior Football Competitions conducted by that Affiliated League is not greater than three (3) years. An Affiliated League may make a written request for the obligation in this Regulation 33.1 to be waived or varied by the Community Football Committee provided that any such waiver or variation shall be at the absolute discretion of the Community Football Committee.
- 33.2 The Community Football Committee may from time to time adopt a Junior Football Policy which sets out further requirements to be satisfied by Affiliated Leagues in the conduct of Junior Football Competitions. Each Affiliated League must, in the conduct of its Junior Football Competitions, comply with the Junior Football Policy.
- 33.3 For the purposes of this Regulation 33:
- 33.3.1 'Junior Football Competition' means a game of football or a series of games of football played by a team of an Affiliated League Club that is promoted, conducted or controlled by SANFL Community Football or an Affiliated League or which has otherwise been approved by SANFL Community Football or an Affiliated League; and for which the age of the Players competing is restricted such that it does not include any Player that is aged nineteen years or older and
- 33.3.2 'Junior Football Policy' means the policy approved by the Community Football Committee from time to time to apply to Junior Football Competitions and which is set out in Appendix 14 to these Regulations.

### **34. Affiliated League Playing Uniform**

- 34.1 Each Affiliated League must ensure that:
- 34.1.1 Each Player playing for a senior team of an Affiliated League Club in a Match shall wear:



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34.1.1.1 A guernsey that includes:

- a) the SANFL Community Football logo positioned on the front bottom left corner and measuring 40 mm in width and 40 mm in height;
- b) a sponsor's logo as notified by SANFL Community Football on the front bottom left corner and measuring 120 mm in width and 40 mm in height; and
- c) a sponsor's logo as notified by SANFL Community Football on the front left breast measuring 90 mm in width and 70 mm in height.

34.1.1.2 Shorts that include:

- a) a sponsor's logo as notified by SANFL Community Football on the front of the left leg measuring 70 mm in width and 40 mm in height; and
- b) the SANFL Community Football logo on each of the side panels measuring 30 mm in width and 30 mm in height.

34.1.1.3 Socks that include the SANFL Community Football logo on the front measuring 30 mm in width and 30 mm in height.

34.1.2 A Player playing for a senior team of an Affiliated League Club must not wear a guernsey, shorts or socks unless they contain the logos and designation required by this Regulation 34.1.

34.2 The SANFL Community Football Committee may waive the requirement for an Affiliated League and its Clubs to comply with all or part of this Regulation 34 following a written request by an Affiliated League. The SANFL Community Football Committee may consider any matter that it deems to be relevant and may decline or grant a waiver under this Regulation 34.2 in its absolute discretion or on any condition it considers appropriate.



**SALARY CAP STATEMENT**

PERIOD      /      /      TO      /      /     

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**CLUB STATEMENT**

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## **APPENDIX 4**

### **APPROVED PLAYER POINTS SYSTEM (“APPS”)**

#### **1. Purpose of the APPS**

To encourage clubs to develop and retain local players, to minimise player movement and reduce player payments, whilst maintaining a healthy community football club. Any recruiting required should be conducted in accordance with and within the spirit and intent of these regulations and the best interests of Australian Football.

#### **2. Objects of the APPS**

The objects of the APPS are as follows:

- 2.1. Encourage the development and retention of local and junior players;
- 2.2. Encourage the recruitment of ex local players;
- 2.3. Encourage the loyalty of recruited players;
- 2.4. Assist in the equalisation of competitions;
- 2.5. Assist Regulation 31 in reducing player payments to sustainable levels; and
- 2.6. Encourage Clubs to develop and promote the game in their local community.

#### **3. Affiliated League Implementation & Total Points Rating**

Every Affiliated League is to adopt and implement an APPS system in order to achieve the objects.

Systems are to be developed by the Affiliated League and approved by the Community Football League (various examples of best case “Approved APPS Systems” are set out at the end of this Appendix);

- 3.1. A League is to implement a system and any such system should be based on, but not limited to:
  - 3.1.1. A sliding scale having regard for the premiership ladder in the previous season(s);
  - 3.1.2. Other local factors such as population, junior numbers / success, schools etc.
  - 3.1.3. A combination of all of the above.
- 3.2. Each Affiliated League Club will be allocated a “Total Points Rating of up to and including 13 points” for each Season based on the circumstances listed under Clause 3.1.
- 3.3. Each Affiliated League will be allocated a pool of two (2) points per Club to be distributed for the management of local issues provided that an Affiliated League Club must not be allocated more than 15 points without the prior approval of the Community Football Committee.

- 3.4. A Club may request an increase in their allocated points from an Affiliated League prior to June 30 in the current playing season. Any request under this clause 3.4 must be in the form of the *“APPS Club Application for Increased Points”* set out at the end of this Appendix and comply with the process approved by the Community Football Committee from time to time.

Any additional points awarded by the Affiliated League under this clause will be for the current season only.

- 3.5. An Affiliated League must consider any request made by a Club under clause 3.4 and may do any of the following:
  - 3.5.1. If the request is for not more than 15 points, approve or reject the request in the Affiliated League’s discretion; or
  - 3.5.2. If the request is for more than 15 points:
    - 3.5.2.1. Approve a revised total of not more than 15 points;
    - 3.5.2.2. Reject the request; or
    - 3.5.2.3. Make a request under clause 3.6. If the request is approved by the SANFL Community Football, the Affiliated League may subsequently approve a request for more than 15 points.
- 3.6. An Affiliated League may apply to the SANFL Community Football for increased Total Points Rating for club/s in excess of 15 points for exceptional circumstances before June 30 in the current playing season. Any request under this clause 3.6 must be in the form of the *“APPS League Application for Increased Points”* set out at the end of this Appendix and comply with the process approved by the Community Football Committee from time to time.

#### **4. Affiliated League Responsibilities**

Each Affiliated League:

- 4.1. Any system implemented by an Affiliated League must be provided along with the allocation of points to Clubs to the Community Football League by 31 October in each year.
- 4.2. Must allocate points to each Affiliated League Club for the following season and in accordance with APPS regulations by 31 October in each year.
- 4.3. May allocate discretionary points in accordance with APPS regulations to manage local issues.
- 4.4. Must consider all applications from Clubs for the allocation of additional points in accordance with APPS regulations.
- 4.5. Must input Club and Player ratings into Footyweb once allocations have been made
- 4.6. Must appoint an Independent APPS Committee of no less than three (3) members, of which no member shall hold an official role with an Affiliated Club within that Affiliated League and provide the person’s contact details to SANFL Community Football by 31 October in each year.
  - 4.6.1. The APPS Officer will:

- 4.6.1.1. Be the contact for Community Football in relation to matters related to the APPS and its implementation within the Affiliated League
- 4.6.1.2. Approve the APPS system to be used by the Affiliated League
- 4.6.1.3. Allocate APPS points to Clubs within the Affiliated League
- 4.6.1.4. Have the authority to appoint a member from the Committee to allocate individual player points on the Committee's behalf.

## **5. Affiliated Club Responsibilities**

Each Affiliated League Club:

- 5.1. Must ensure all player declarations in accordance with Clause 7 are completed and lodged with the Affiliated League in accordance with the APPS regulations.
- 5.2. Must ensure that on match days the Senior (A Grade) Team complies with the Total Player Points Rating (TPPR) allocated by the Affiliated League in accordance with APPS regulations.  
  
(NB Clubs may recruit above their allocated points in any given season but must comply with TPPR for their Senior (A Grade) Team on match days)
- 5.3. May request an increase in allocated points provided that such request is made to the Affiliated League before June 30 in the current playing season and complies with the process approved by Community Football from time to time.

## **6. Basis of the APPS**

The basis of the APPS is as follows:

- 6.1. An Affiliated League Club must not field players in its Senior (A Grade) Team in any game which exceed the total points which have been allocated to that Club under the Total Points Rating (Refer clause 3).
- 6.2. The points allocated to a player according to the APPS will only apply when playing in Senior (A grade) Teams.
- 6.3. "Junior Football" means a competition in which players must be over the age of 12 years and under the age of 18 years on a prescribed date in the calendar year in which that competition is conducted and includes the Sports Association for Adelaide Schools (SAAS) secondary school football competition.
- 6.4. "Junior Player" means a player under the age of 18 years who has played a minimum of 20 games from the year in which he turns 13 years of age with an Affiliated League Club or school affiliate of an Affiliated League Club, with which he is seeking registration.
- 6.5. Only competitions managed by the SANFL Community Football approved competition management tool (as referred to in Regulation 29A) is recognised for the purpose of establishing a player's APPS rating.

## **7. Player Points Rating**

- 7.1. A player of an Affiliated League Club must, at the time of registration with their new club, complete and deliver to the Club a declaration in a form approved by the Affiliated League ("the Player Declaration") which must:
  - 7.1.1. Include complete details of the previous playing history (including games played at Clubs, numbers of Seasons and games played) of the player;
  - 7.1.2. Include an assessment by the player and the Club of the Player Points Rating of the player calculated under the APPS which has been adopted by the Affiliated League;
  - 7.1.3. Be signed by both the player and an official of the Club and lodged with the Club and with the Affiliated League.
- 7.2. For the purposes of a Player Points Rating a playing coach is classified as a player.
- 7.3. For the purposes of a Player Points Rating a players individual rating will be determined at the time of registration and will remain throughout the duration of the season.
- 7.4. For the purposes of determining a Players Points Rating a player must have played a minimum of five (5) matches in the previous two (2) seasons to attract a points rating greater than zero (0).

## **8. Player Point Allocation**

Each player playing in the Senior (A grade) Team of a Club will be allocated a "Player Points Rating" as outlined below:

- 8.1. Each player selected to play in the Senior Team of a Club will be given a base rating of Zero (0) points with the exception of Junior Players who are selected in that team who, subject to clause 8.2, will be given a minus one (-1) rating.
- 8.2. A maximum minus two (-2) points can be claimed by a Senior (A Grade) Team in any Match regardless of the number of Junior Players selected in that team.
- 8.3. A player who is the child of a Club Life Member can be registered with that same club and that player will attract zero (0) points provided that the life membership of the Club by the parent has, subject to clause 8.3.1, been held for a period of not less than two (2) calendar years.
  - 8.3.1. If the Club Life Membership is not awarded to the parent of the player referred to in Clause 8.3 at the Club's Annual General Meeting, the calculation of the date for the purposes of Clause 8.3, will be the date of the Annual General Meeting following the date that Club Life Membership was awarded to the parent.
  - 8.3.2. For the purpose of this Regulation a player will only be a child of a Club Life Member if that player is recorded as a child of that Club Life Member on the player's birth certificate."
- 8.4. A player who is required to change their usual place of residence to attend a Tertiary Educational Institution and is enrolled as a full time student will receive a rating of one (1) point if they registered to play with an Affiliated League Club that has a direct affiliation with that Tertiary Educational Institution
- 8.5. A player transferring from one Affiliated League Club to another Affiliated League Club and who is under 20 years of age on the 31<sup>st</sup> December in the previous calendar year and has played a combined total of more than twenty



(20) games at SANFL Under 18, Reserves and/or League Level will attract an additional two (2) points.

- 8.6. Subject to clause 8.7, a registered player of an Affiliated League Club who has played a total of 20 or more games in a Senior (A Grade) Team or Reserves (B Grade) Team or Junior Football with that Affiliated League Club, who has previously transferred to a club of another League within Australia and returns to his original Affiliated League Club will have a Player Points Rating of zero (0).

8.6.1. A registered player of an Affiliated League Club who has played less than a total of 20 games (the 20 game qualification – Clause 8.6) in Junior Football Team with that Affiliated League Club and subsequently returns to that Affiliated League Club, the Player Points Rating at the start of the season will remain for the duration of that season regardless of the number of games played.

8.6.1.1. Subject to clause 8.6.1 a registered player of an Affiliated League Club will have a Player Points Rating of zero (0) in the following season, regardless of whether that player has played a total of 20 or more games in a Senior (A Grade) Team or Reserves (B Grade) Team or Junior Football with that Affiliated League Club

8.6.2. A registered player who achieves 20 Matches (without transferring) for the same Affiliated League Club will reduce one (1) additional point the following season after achieving 20 Matches.

- 8.7. A player transferring from one Affiliated League Club to a Club of any Australian Football League or Association will retain the same player rating, if any, if he is transferred back to such Affiliated League Club in the same season.

- 8.8. In accordance with the criteria below, each player selected in a Senior Team who has had playing experience with another Club in Australia may be given a further points rating (in addition to any point or points given under clause 8 above) depending on the level of the competition or competitions in which he has previously played, the number of games played in that competition, the period of time since he previously played in that competition and/or any other criteria which may be approved by the Committee.

#### 8.8.1. AFL Players

A player who has played a majority of matches in the AFL in the previous two playing seasons – five (5) additional points, less any deductions or concessions as set out below: -

8.8.1.1. Deduct five (5) points if the player has returned to the Club of the Affiliated League for which he last played (including Junior Football) before playing for an AFL Club.

8.8.1.2. Deduct a further one (1) point for each full season since last playing for an AFL Club.

8.8.1.3. If a player has not played football at any level for 24 months (from their last game to the time of registration) or more before resuming as a player he will automatically have a Player Points Rating of zero (0).

#### 8.8.2. State League Players (SANFL, AFL VIC, North East AFL, WAFL)

A player who has played a majority of matches for the Senior team for a Club or Clubs in any one of the above State League Competitions in the previous two playing seasons – four (4) additional points, less any

deductions or concessions as set out below:

8.8.2.1. A player who is registered to play with a Club of an Affiliated League who returns to that Club of the Affiliated League will not attract any additional points irrespective of the number of games played in the Senior Teams of the clubs in any of the above State Leagues.

8.8.2.2. Deduct one (1) point if the player did not play a game for the Senior Team of a Club of any of the above State Leagues in the previous season.

8.8.2.3. If a player has not played football at any level for 24 months (from their last game to the time of registration) or more before registering as a player they will automatically have a Player Points Rating of zero (0).

#### 8.8.3. All Other League Players

8.8.3.1. A player who has played a majority of matches for the Senior (A Grade) Team of a Club or Clubs in any League, other than those detailed in sub-clauses 8.8.1 and 8.8.2 above, ('Other Leagues') and/or Reserves for a Team competing in the State League Competitions referred to in clause 8.8.2 above, in the previous two playing seasons – an additional three (3) points less any deductions or concessions as set out below.

8.8.3.1.1. Deduct one (1) point for each full season since the player last played for the senior team of a Club in the Other League.

8.8.3.1.2. If a player has not played football at any level for 24 months (from their last game to the time of registration) or more before resuming as a player he will automatically have a Player Points Rating of zero (0).

8.8.3.2. A player who has played majority of matches for the Reserves (B Grade) Team but has also played a minimum of five (5) A Grade matches in the previous two seasons and is transferring between clubs in different leagues the player will have points rating of one (1)

8.8.3.3. A player who has played a majority of matches for the Reserves (B Grade) Team but has also played any match in the Senior (A Grade) Team of a Club or Clubs in any Other League in the previous two playing seasons and is transferring from one Club to another Club within the same Affiliated League – will have a Player Points Rating of zero (0).

8.8.3.4. A player who has played a majority of matches for a Junior Team for a club in any other league and has also played a minimum of five (5) A Grade matches in the previous two playing seasons will have a points rating of two (2)

## 9. APPS General

- 9.1. In the case of a player who has played an equal number of games in two or more categories, the highest category (points) shall apply.

In the case of a player who plays matches in a competition predominantly conducted during the period March through until October who, in the same or following year, plays in a competition predominantly conducted during the period November through until the following February (***the Summer Competition***), the Summer Competition shall be disregarded for the purposes of determining the Player Points Rating attributable to that player upon a subsequent transfer.

- 9.2. Any proposed amendments to the APPS must be submitted to the Community Football Manager for referral to the Community Football Committee 30 April in the current playing season for the Committee to consider implementing for the following season.
- 9.3. Amendments to the APPS for the following season will be communicated to all Affiliated Leagues and Clubs by no later than 31 August in the current season.
- 9.4. Affiliated Leagues that have divisional competitions will consider each division as a League for the purpose of implementing the AP

**LEAGUE APPLICATION FOR INCREASED APPS POINTS**

**DETAILS**

League: ..... E: ..... Ph: .....

Season: .....

Number of Clubs within the League:

Total points allocated:

Banked points available for the management of local issues:

*\*Additional points must be allocated from the Leagues banked points. Any amount over 15 will need to be approved by SANFL Community Football*

**REASONS FOR ADDITIONAL POINTS**

Club:

Current Allocation:

Requested Allocation:

League rationale for supporting club allocation:

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*\*Any points allocated under this allocation will apply for the current season only*

LEAGUE OFFICIAL: \_\_\_\_\_

TITLE : \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Please attach the Clubs application for increased points to this submission.**

**CLUB APPLICATION FOR INCREASED APPS POINTS**

**DETAILS**

Club Name: ..... Role: .....  
Club Contact: ..... E: ..... Ph: .....  
League Name: ..... League APPS Officer: .....

**REQUEST FOR ADDITIONAL POINTS**

Current Point Allocation: ..... How many points are you currently using? .....  
Requested Point Increase: ..... Weekly salary cap spend: \$.....

*\*Additional points must be allocated from the Leagues banked points. Any amount over 15 will need to be approved by the Community Football League*

**REASONS FOR ADDITIONAL POINTS**

**Local Issue**

**Population:**

Current population? What location do you attract recruits from? .....  
Comment: .....

**Success:**

A Grade Ladder Position Last 5 Years:  
Junior participants: .....  
Comment: .....

**Bona-fide Relocation (Regional Only):**

Is the player relocating to the township of the club?  
The player is relocating due to the following reason:  
Full-time Employment: ..... Family: ..... Education: ..... Temporary secondment: .....  
Comment:.....

*\*Players relocating due to uncontrollable circumstances should be taken into consideration if the Club has provided their full allocation of points.*

**Other:**

Please explain:  
Any further comments supporting your application for additional points:

*\*Any points allocated under this allocation will apply for the current season only*



SANFL COMMUNITY FOOTBALL
TEMPORARY PERMIT FORM

I..... of .....

..... Postcode .....

Having been transferred to .....

.....

By my employer apply for a temporary permit to play with the .....

..... Football Club in the .....

..... League/Association during the period of my transfer.

The period of my transfer is expected to be ..... weeks from .....(date).

I have worked continuously for my current employer since .....

20.... I have been a player of the..... Club

of the .....League/Association

and I am/am not a disqualified player.

..... Signed

ACKNOWLEDGEMENT OF TEMPORARY PERMIT

The .....Football Club acknowledges

The transfer of ..... a player

In the .....Football League/Association

For a period of ..... weeks, this permit to expire on .....20....

..... Secretary of Club

..... Secretary of League/Association

NOTE: Regulation 16 of the SANFL Community Football. Regulations



SANFL COMMUNITY FOOTBALL - STANDARD PLAYING CONTRACT

NAME, CLUB AND LEAGUE

This Contract is made by: ... (the Player)
Of: ... Football Club (the Club)
An affiliated club of the: ... Football League (the League)
Affiliated with: SOUTH AUSTRALIAN NATIONAL FOOTBALL LEAGUE.. ('State Football Body')

VALIDITY PERIOD Valid until: ... / ... / ... OR end of the ... season

PLAYER PAYMENTS (strike through where not applicable)

Per senior match won: \$ ... Per senior match lost or drawn: \$ ...
Per non-senior match won: \$ ... Per non-senior match lost or drawn: \$ ...
Incentives \$ ... for ...
Deductions from match pay: Annual subs: \$ ... Other: \$ ...
Coaching (if applicable): \$ ... for ...
Other payments: \$ ... for ...
Other in-kind benefits: To the value of \$ ... for: ...

TOTAL VALUE OF PAYMENTS AND BENEFITS: \$ .....per season

DATE FOR PAYMENT [ ] Weekly [ ] Monthly [ ] Other (describe): .....

ACKNOWLEDGEMENTS (strike through where not applicable)
[ ] I volunteer in the football and other Club activities as a hobby or pastime.
[ ] Any services I provide to the Club are provided as a hobby or pastime.
[ ] I do not rely on the above payments (if applicable) for my regular personal income.
[ ] I have (if applicable) submitted a 'statement by a supplier' to the Club (available at https://www.ato.gov.au/forms/statement-by-a-supplier-not-quoting-an-abn/)

(Note: It is the responsibility of the Player to satisfy themselves that the above acknowledgements are true and correct. Players are encouraged to obtain their own tax advice in respect of the payments they receive in connection with AFL football).

By signing this Contract, Player and Club confirm they will comply with all applicable rules, regulations and policies including the National Player Transfer Regulations, National Deregistration Policy and applicable State Football Bodyrules.

SIGNED By the Player: ... Date: ... / ... / ...
(or legal guardian where Player is under 18 years of age)
For the Club: ... Date: ... / ... / ...
Position: ... (delete inapplicable titles)
President | Secretary | Treasurer | Football Manager



## Terms & Conditions of SANFL Community Football - Standard Playing Contract

### 1. OPERATION OF THIS CONTRACT

- 1.1 The Player and the Club acknowledge and agree that this Playing Contract does not commence operation or have binding effect until such time as the Player becomes registered with the Club.
- 1.2 The Player agrees not to enter into any agreement or understanding to play Australian Football with any other club or team other than the Club from the date of this Playing Contract until the conclusion of the Term or the Player's application for registration with the Club being declined. The Player shall use reasonable endeavours and do all things reasonably required by the Club to enable the Player to become a registered Player of the Club.

### 2. WARRANTIES

- 2.1 The Player warrants to the Club that the Player has, prior to entering into this Playing Contract, notified the Club of any suspension that will limit the Player's ability to be selected to play Australian Football for the Club.
- 2.2 Each of the Club and the Player warrants to the other of them that it understands and will comply with its obligations under the SANFL Community Football Rules and Regulations, in particular regarding Player Payments.

### 3. PLAYER OBLIGATIONS

The Player shall for the Term:

- 3.1 Play Australian Football for the Club to the best of the Player's skill and ability in each match in which the Player is selected.
- 3.2 Attend all training sessions and team meetings of the Club.
- 3.3 Obey all reasonable directions of the Senior Coach, President, and Secretary of the Club.
- 3.4 Play in all Australian Football matches in which the Player is selected to play or as otherwise directed by the Club unless a duly qualified Medical Practitioner rules the Player unfit to play.
- 3.5 Comply with all reasonable requirements of the Club relating to preparation for matches, attendance at social functions, behaviour and dress.
- 3.6 Not play or train for Australian Football with any other Club or team (save for a South Australian representative team or the League representative team) without first obtaining the consent in writing of the Club.
- 3.7 Do everything reasonably necessary to obtain and maintain the best possible physical condition so as to render the most efficient service to the Club and to submit from time to time and as and when required by the Club to a complete a thorough medical fitness test and examination.
- 3.8 Not engage in any dangerous activity which in the opinion of the Club may affect the Player's ability to perform the Player's obligations under this Contract without first obtaining the consent in writing of the Club.
- 3.9 During league matches, wear only such items of playing apparel as may be approved of or prescribed by the League and to the extent that the same are not inconsistent therewith, the Club.
- 3.10 Not comment on a matter which the Club has notified the Player is a matter upon which Players of the Club are not to comment publicly.

### 4. PLAYER PAYMENTS

- 4.1 The Club shall make the Player Payments to the Player in accordance with the Schedule attached to this Playing Contract.
- 4.2 The Player agrees that the Club is entitled to set off any monies which may at any time be payable by the Player to the Club on any account against the Player Payments.

### 5. DISPUTE

In the event of a dispute arising between the parties during the term of this Playing Contract or following its termination, the matter may be referred for determination by a nominee of the League. A request for determination by an aggrieved party shall be made in writing to the other party and shall contain a precise statement of the issue in dispute and all relevant facts giving rise to the dispute. The League may adjudicate upon any dispute in accordance with its rules in force at the time.

### 6. TERMINATION

This Contract may be terminated by:

- 6.1 The Club, if the Player is in breach of any of the Player's obligations hereunder and the breach has not been remedied after a period of 14 days following notice in writing by the Club to the Player requiring the breach to be remedied.
- 6.2 The Player, if the Club is in breach of any of its obligations hereunder and the breach continues has not been remedied after a period of 14 days following notice in writing by the Player to the Club requiring the breach to be remedied.
- The Player, immediately by notice in writing given to the Club upon his name being included, in accordance with the Rules of the AFL, on the official list of players of any team competing in the AFL competition.

### 7. PLAYER MOVEMENT TO SANFL / AFL

The Player will remain contracted to the Club until the expiration of the Term. It is noted and agreed by all parties to this Contract that any SANFL and or AFL Playing Contract will take precedence over this Playing Contract and that the rules and regulations of the AFL or SANFL will be adhered to.

### 8. WAIVER

A waiver by any party of any of the terms and conditions of this Contract in any one case shall not be deemed or construed to be a waiver of such term or condition for the future or for any other or subsequent breach.

### 9. STATUTORY DECLARATION

The attached statutory declaration must be signed by the player and witnessed by an authorised witness in order for this player declaration to be valid and enforceable.

Note: Any person who wilfully makes any declaration by virtue of this Part, knowing that declaration to be untrue in any material particular, shall be guilty of an offence, and shall be liable, upon conviction thereof, to be imprisoned for any term not exceeding four years - Oaths Act 1936, s27(1).

Statutory declarations may only be witnessed by a JP, Commissioner for Taking Affidavits (any lawyer admitted to the Supreme Court) or Notary Public (for information: <https://www.agd.sa.gov.au/services-and-support/justice-peace-0>).





STATUTORY DECLARATION
State of South Australia - Oaths Act 1936

I / We,

[full name of Player]

of

[address of Player]

Do solemnly and sincerely declare that,

the SANFL Community Football Standard Playing Contract as attached hereto and the terms and conditions contained therein are true and are an accurate record of the agreement between the named Club and me, as the Player, or if entered into by me as the legal guardian of the Player withme on behalf of the Player, and which includes the following:

- Name, Club and League
Validity Period
Player Payments
Date for Payment
Acknowledgements

And I / We make this solemn declaration conscientiously believing the same to be true, and by virtue of the provisions of the Oaths Act 1936.1

Declared at \_\_\_\_\_

in the State of South Australia, this \_\_\_\_\_ day of

\_\_\_\_\_ 20 \_\_\_\_\_

Signature of person making this declaration[to be signed in front of an authorised witness]

Before me,

Signature of authorised witness

1 Any person who wilfully makes any declaration by virtue of this Part, knowing that declaration to be untrue in any material particular, shall be guilty of an offence, and shall be liable, upon conviction thereof, to be imprisoned for any term not exceeding four years - Oaths Act 1936, s27(1).



SANFL COMMUNITY FOOTBALL - STANDARD COACHING CONTRACT

NAME, CLUB AND LEAGUE

This Declaration is made by: ... ('the Coach')
Of: ... Football Club ('the Club')
An affiliated club of the: ... Football League ('the League')
Affiliated with: SOUTH AUSTRALIAN NATIONAL FOOTBALL LEAGUE... ('State Football Body')

VALIDITY PERIOD

Valid until: ... / ... / ... OR end of the ... season

COACHING PAYMENTS

(strike through where not applicable)

Per season: \$ ... Per senior match: \$ ...
Incentives: \$ ... for ...
Deductions from pay: Annual subs: \$ ... Other: \$ ...
Other payments: \$ ... for ...
Other in-kind benefits: To the value of \$ ... for: ...

TOTAL VALUE OF PAYMENTS AND BENEFITS: \$ ... per season

DATE FOR PAYMENT

Weekly Monthly Other (describe): ...

ACKNOWLEDGEMENTS

(strike through where not applicable)

- I volunteer in the football and other Club activities as a hobby or pastime.
Any services I provide to the Club are provided as a hobby or pastime.
I do not rely on the above payments (if applicable) for my regular personal income.
I have (if applicable) submitted a 'statement by a supplier' to the Club (available at https://www.ato.gov.au/forms/statement-by-a-supplier-not-quoting-an-abn/)

(Note: It is the responsibility of the Coach to satisfy themselves that the above acknowledgements are true and correct. Coaches are encouraged to obtain their own tax advice in respect of the payments they receive in connection with AFL football).

By signing this Declaration, Coach and Club confirm they will comply with all applicable rules, regulations and policies including the Coaches Code of Conduct, the National Player Transfer Regulations, National Deregistration Policy and applicable State Football Body rules.

SIGNED By the Coach: ... Date: ... / ... / ...

For the Club: ... Date: ... / ... / ...

Position: President | Secretary | Treasurer | Football Manager (delete inapplicable titles)



## Terms & Conditions of SANFL Community Football - Standard Coaching Contract

### 1. OPERATION OF THIS CONTRACT

- 1.1 The Coach and the Club acknowledge and agree that this Coaching Contract does not commence operation or have binding effect until such time as the Coach becomes registered with the Club.
- 1.2 The Coach agrees not to enter into any agreement or understanding to coach Australian Football with any other club or team other than the Club from the date of this Coaching Contract until the conclusion of the Term or the Coach's application for registration with the Club being declined. The Coach shall use reasonable endeavours and do all things reasonably required by the Club to enable the Coach to become a registered Coach of the Club.

### 2. WARRANTIES

- 2.1 The Coach warrants to the Club that the Coach has, prior to entering into this Coaching Contract, notified the Club of any suspension that will limit the Coach's ability to be selected as an official in Australian Football for the Club.
- 2.2 Each of the Club and the Coach warrants to the other of them that it understands and will comply with its obligations under the SANFL Community Football Rules and Regulations, in particular regarding Coaching Payments.

### 3. COACH OBLIGATIONS

The Coach shall for the Term:

- 3.1 Coach Australian Football for the Club to the best of the Coach's skill and ability.
- 3.2 Attend all training sessions and team meetings of the Club.
- 3.3 Obey all reasonable directions of the Board/President, and Secretary of the Club.
- 3.4 Maintain the relevant registration and accreditation with Coach.AFL at all times.
- 3.5 Comply with all reasonable requirements of the Club relating to preparation for matches, attendance at social functions, behaviour and dress.
- 3.6 Not play or train for Australian Football with any other Club or team (save for a South Australian representative team or the League representative team) without first obtaining the consent in writing of the Club.
- 3.7 During league matches, wear only such items of apparel as may be approved of or prescribed by the League and to the extent that the same are not inconsistent therewith, the Club.
- 3.8 Not comment on a matter which the Club has notified the Coach is a matter upon which members of the Club are not to comment on publicly.

### 4. COACHING PAYMENTS

- 4.1 The Club shall make the Coaching Payments to the Coach in accordance with the Schedule attached to this Coaching Contract.
- 4.2 The Coach agrees that the Club is entitled to set off any monies which may at any time be payable by the Coach to the Club on any account against the Coach Payments.

### 5. DISPUTE

In the event of a dispute arising between the parties during the term of this Coaching Contract or following its termination, the matter may be referred for determination by a nominee of the League. A request for determination by an aggrieved party shall be made in writing to the other party and shall contain a precise statement of the issue in dispute and all relevant facts giving rise to the dispute. The League may adjudicate upon any dispute in accordance with its rules in force at the time.

### 6. TERMINATION

This Contract may be terminated by:

- 6.1 The Club, if the Coach is in breach of any of the Coach's obligations hereunder and the breach has not been remedied after a period of 14 days following notice in writing by the Club to the Coach requiring the breach to be remedied.
- 6.2 The Coach, if the Club is in breach of any of its obligations hereunder and the breach continues has not been remedied after a period of 14 days following notice in writing by the Coach to the Club requiring the breach to be remedied.

### 7. WAIVER

A waiver by any party of any of the terms and conditions of this Contract in any one case shall not be deemed or construed to be a waiver of such term or condition for the future or for any other or subsequent breach.

### 8. STATUTORY DECLARATION

The attached statutory declaration must be signed by the coach and witnessed by an authorised witness in order for this coach declaration to be valid and enforceable.

Note: Any person who wilfully makes any declaration by virtue of this Part, knowing that declaration to be untrue in any material particular, shall be guilty of an offence, and shall be liable, upon conviction thereof, to be imprisoned for any term not exceeding four years - Oaths Act 1936, s27(1).

Statutory declarations may only be witnessed by a JP, Commissioner for Taking Affidavits (any lawyer admitted to the Supreme Court) or Notary Public (for information: <https://www.agd.sa.gov.au/services-and-support/justice-peace-0>)



**STATUTORY DECLARATION**  
State of South Australia - *Oaths Act 1936*

I / We,

\_\_\_\_\_

[full name of Coach]

of

\_\_\_\_\_

[address of Coach]

**Do solemnly and sincerely declare that,**

**the SANFL Community Football Standard Coaching Contract as attached hereto and the terms and conditions contained therein are true and are an accurate record of the agreement between the named Club and me, as the Coach and which includes the following:**

- **Name, Club and League**
- **Validity Period**
- **Coaching Payments**
- **Date for Payment**
- **Acknowledgements**

**And I / We make this solemn declaration conscientiously believing the same to be true, and by virtue of the provisions of the Oaths Act 1936.<sup>1</sup>**

Declared at \_\_\_\_\_

in the State of South Australia, this \_\_\_\_\_ day of

\_\_\_\_\_ 20 \_\_\_\_\_

.....  
Signature of person making this declaration  
[to be signed in front of an authorised  
witness]

Before me,

.....  
Signature of authorised witness

<sup>1</sup> Any person who wilfully makes any declaration by virtue of this Part, knowing that declaration to be untrue in any material particular, shall be guilty of an offence, and shall be liable, upon conviction thereof, to be imprisoned for any term not exceeding four years - *Oaths Act 1936*,



## SANFL COMMUNITY FOOTBALL Player Registration & Transfer Form

**SECTION 1 – PLAYER REGISTRATION**

I hereby apply for registration with the \_\_\_\_\_ Club in the \_\_\_\_\_ League/Assoc and will comply with the rules set down by the Club/League/Association and the SANFL.

I hereby apply for a transfer from the \_\_\_\_\_ Club with which I was previously registered.

Given Names:	Surname:	Date of Birth:	
Road/Street:	Suburb/Town:	Post Code:	
Home phone:	Mobile:	Email Address:	

**SECTION 1a – PLAYING HISTORY DECLARATION**

Have you been a registered player with any other Australian Football club? **YES/NO**  
 If yes, please list your playing history below. You must state which League/s and Club/s you played with and the amount of games played in each grade.

Season	League/Assoc	Club	Grade/Division	Games Played

Are you a contracted player of any Club? **YES/NO**

Are you currently under suspension or have a suspended sentence against you? **YES/NO**

Have you previously played with a club in the League/Assoc. you are making application to be transferred to: **YES/NO**

If yes, please complete previous club: \_\_\_\_\_

I declare that the above particulars are, to the best of my knowledge, and belief, true and correct.

Signature of player: ..... Date: .....

Signature (Club Official): ..... Name: .....

**\*If player is under the age of 18 – Parent/Guardian signature is required.\***

Signature: ..... Parent/Guardian Date: .....

**If a player or official of a Club is found guilty of providing false or misleading information in this declaration then such player or official may be liable to penalties including deregistration, suspension and/or a fine not exceeding \$2000.00. The player's club may also be liable to a fine not exceeding \$2000.00 and/or the loss of premiership points in the Senior "A" grade team.**

**SECTION 1b – PLAYER POINT RATING**

Club Points allocation	0	1	2	3	4	5
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**SECTION 2 – OFFICE USE ONLY**

League Points allocation	<b>0</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
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**SANFL COMMUNITY FOOTBALL  
NOTICE OF APPEAL - REGULATION 11**

<b>SANFL LEAGUE COMMISSIONERS</b>
Date of Tribunal Hearing:
Club: <i>(Insert Name of League/Club)</i>
Player/Official: <i>(Insert Name of Player or Official) "the Appellant"</i>
Decision(s) Appealed Against: <i>(Insert details of decision(s) of Tribunal against which appeal is lodged for suspensions of 6 matches or more)</i>
_____
_____

The Appellant appeals against the decision(s) of the League/Tribunal held on the \_\_\_\_\_ day of \_\_\_\_\_ on the ground(s) set out below. This appeal is made under Regulation 11 of the SANFL Community Football Regulations.

**Grounds of Appeal:** Please specify which of the grounds of appeal set out below on which you rely by placing an **X** in the box opposite the relevant ground(s).

	<b>GROUND(S) OF APPEAL</b>	<b>X</b>
1.	That there has been an error of law, <i>(Provide details/particulars of the alleged error(s) on a separate sheet)</i>	
2.	That the decision of the tribunal was so unreasonable that no tribunal acting reasonably could have come to that decision having regard to the evidence before it <i>(Provide details/particulars of the basis on which this ground an appeal is relied upon on a separate sheet)</i>	
3.	That the penalty imposed was manifestly excessive <i>(Provide details/particulars of the basis on which this ground an appeal is relied upon on a separate sheet)</i>	

Signature: .....

Print Name: .....

Player/Official

**Submission details:** This Notice of Appeal including details/particulars of the grounds relied upon, any supporting evidence and a cheque for a total amount of \$2,500 must be sent to the office for the attention of the SANFL Community Football employee referred to below; so that it is received by him no later than 28 days following the date of the Tribunal Hearing detailed above.

Mr Shawn Ford  
SANFL Community Football Manager



SANFL COMMUNITY FOOTBALL
PLAYER WITHDRAWAL OF TRANSFER FORM

GUIDELINES

The Player's registered club must submit this form to its affiliated league when refusing the transfer within the six (6) clear business day timeframe.

SECTION ONE - To be completed (BLOCK LETTERS) and signed by the player:-

I, (Player's full name)..... Date of Birth: ...../...../.....

Of (Address)..... (Suburb)..... (State)..... (P/Code).....

Wish to withdraw my application to transfer to the ..... Football Club
In the ..... Football League / Association.

And wish to remain a registered player with the ..... Football Club
In the ..... Football League / Association.

Home Phone: ..... Work Phone: .....

Mobile: ..... Email: .....

I declare that all information provided is true and correct.

Signed: ..... Date: .....

NB: Deliberately providing misleading information could result in immediate penalties against the player and / or the club.

SECTION TWO - To be completed (BLOCK LETTERS) and signed by the club President / Secretary (or delegated representative) that the player wishes to remain at:-

On behalf of the football club, I declare that the above particulars are, to the best of my knowledge true and correct. (Penalties will apply to any club that lodges a false Player Withdrawal of Transfer Form).

Name: (Please Print) \_\_\_\_\_

Position: (President / Secretary) \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_





## SANFL CYBERSAFETY POLICY

### Creating a Cybersmart Environment

Social networking sites like Facebook, MySpace, Twitter and YouTube can be a great way for clubs to provide information, promote their sport, their activities and successes.

As with off-line communities, some social media users can act anti-socially and show disrespect for their online community with little consideration of the social and potentially legal implications. Issues like bullying and harassment, unwanted or inappropriate contact, uploading of inappropriate or offensive content can cause issues for individual club members or the club involved.

In the club environment you may choose to promote **cybersafety** by recommending to you members to

- *Use the privacy settings*
  - *Keep your private information private.*
  - *Think before you post any content, video, images or text, online. You can put it up, but you can't necessarily take it down. Ask before posting images or stories about others. What you see as harmless fun may be embarrassing and humiliating for them and create a poor club image*
  - *Don't project an undesirable self-image of yourself or the club*
  - *Choose your online friends wisely. Others' inappropriate views and behaviours can reflect badly on you and the club.*
  - *Communicate with others as you would do offline, with courtesy and respect.*
  - *If you think someone is being bullied or harassed online, speak out.*
- If club members are involved speak with your coach or club official. The club will not tolerate this behaviour*

### Rationale

The SA Community Football League (SANFL Community Football) has an obligation to maintain a safe physical and emotional environment for league officials, staff, registered players, umpires, coaches, club members, parents, spectators and sponsors. This responsibility is increasingly being linked to the use of the Internet and Information & Communication Technologies (ICT), and has seen the emergence of a number of related Cybersafety issues. The Internet and ICT devices/equipment bring great benefits to all users and to the effective operation of the SANFL Community Football, individual leagues and clubs.

The SANFL Community Football places a high priority on the acceptable use of ICT devices/equipment which will benefit members however; it recognises that the presence in the sporting arena of these technologies can also facilitate anti-social, inappropriate, and even illegal behaviour and activities. The SANFL Community Football aims, therefore, to maximise the benefits of these technologies, while at the same time to minimise the dangers and manage the risks.

### Policy

The SANFL Community Football and its member clubs encourage effective and safe Cybersafety practices which aim to maximise the benefits of the Internet and ICT and allow for the effective operation of the SANFL Community Football and member leagues and clubs, whilst minimising and managing any risks.

The SANFL Community Football takes seriously its responsibility in providing robust policy and guidelines for its members in relation to what is deemed acceptable and appropriate online behaviours. The League and/or club name, motto, crest, logo and/or uniform must not be used in any way which would result in a negative impact for the league or club and its members.

Members of the SANFL Community Football and its clubs have a responsibility to ensure that all online communications are in keeping with the leagues expectations in relation to appropriate and respectful interactions with officials, coaches, umpires, players, parents, spectators and sponsors. Players will not post inappropriate comments about individual SANFL Community Football or club members which if said in person during the playing of a game would result in disciplinary action being taken.

## Images of Children

In South Australia under the Summary Offences Act 1953 a person must not engage in indecent filming. Images of children and adults should not be used inappropriately or illegally.

Wherever possible, obtain permission from a child's parent/guardian before taking an image of a child that is not their own and ensure that the parent knows the way the image will be used. The privacy of others needs to be respected and clubs should disallow the use of camera phones, videos and cameras inside changing areas, showers and toilets.

Clubs or Associations displaying an image of a child should avoid naming or identifying the child or, wherever possible, avoid using both the first name and surname.

Do not display personal information such as residential address, email address or telephone numbers without gaining consent from the parent/guardian.

Additional information such as hobbies, likes/dislikes, school, etc should not be included as this information can be used as grooming tools by pedophiles or other persons.

It is the responsibility of the organisation to only use appropriate images of a child, relevant to the sport and ensure that the child is suitably clothed in a manner that promotes the sport.

## Cyberbullying

"Cyberbullying is a way of delivering covert psychological bullying. It uses information and communication technologies to support deliberate, repeated and hostile behaviour, by an individual or group that is intended to harm others." (Belsey 2007)

Cyberbullying includes, but is not limited to, the following misuses of technology: harassing, teasing, intimidating, racially vilifying or threatening another person by sending or posting inappropriate and hurtful e-mail messages, instant messages, text messages, phone messages, digital pictures or images, or Web site postings (including social network sites eg facebook or blogs) and the sending, receiving and/or possession of naked or sexually explicit images of a person. Club members must also be aware that postings from their individual accounts, whether done by themselves or another person will remain the responsibility of the account owner.

All members of the SANFL Community Football and individual clubs must be aware that in certain circumstances where a crime has been committed, they may also be subjected to a criminal investigation by Police over which the league and/or club will have no control. This particularly applies to 'sexting' where the image is of a person under the age of 18 years whereby Police will be informed immediately a club becomes aware of the situation.

## Procedure

SANFL Community Football and/or club officials or members who feel that they have been the victims of such misuses of technology should save and store the offending material on their computer, mobile phone or other device. They should then print a copy of the material and immediately report the incident to the relevant club/league representative.

All reports of cyberbullying and other technology misuses will be investigated fully in accordance with SANFL Community Football Regulation 5.0 and may result in a notification to Police where the SANFL Community Football, league or club is legally obliged to do so.

If the SANFL Community Football and/or individual League's executive receives a complaint about an online issue, the allegations will be forwarded to the relevant League Investigation Officer.

If there is evidence, charges will be laid and the complaint will proceed to the league's Independent Tribunal, exactly the same as if the investigation relates to physical violence or other reportable offences.

## Penalties

Any proven charges will automatically lead to a minimum of a two (2) match suspension for a registered player. In deciding the final penalty, consideration will be given to the seriousness of the act, the impact on the victim, the impact on the club/league/SANFL Community Football and the prior good history or otherwise of the player. Players charged with these types of offences for a second or subsequent time and where a suspension has been previously imposed will face deregistration.

Any player presented before the tribunal for the first or subsequent time on a cyberbullying offence must be aware that the penalties available to the tribunal members will cover the complete range including deregistration.

In the case of a non playing club member being proved to have engaged in harassment or bullying, the club employing, engaging or otherwise associated with the person at the time of the conduct shall be deemed to be vicariously liable for the conduct of the person and shall pay to the League a penalty to be determined by the league.

**Important terms used in this document:**

(a) The abbreviation '**ICT**' in this document refers to the term 'Information, Communication and Technologies.

(b)

(b) '**Cybersafety**' refers to the safe and responsible use of the Internet and ICT equipment/devices, including mobile phones

(c) The term '**ICT equipment/devices**' used in this document, includes but is not limited to, computers (such as desktops, laptops, PDAs), storage devices (such as USB and flash memory devices, CDs, DVDs, floppy disks, iPods, MP3 players), cameras (such as video, digital, webcams), all types of mobile phones, video and audio players/receivers (such as portable CD and DVD players), Gaming Consoles, and any other, similar, technologies as they come into use.

**NATIONAL PLAYER & OFFICIAL  
DEREGISTRATION POLICY**



**July 2021**



## NATIONAL PLAYER & OFFICIAL DEREGISTRATION POLICY – TABLE OF CONTENTS

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# 1 INTRODUCTION

## 1.1 Background

This National Player and Official Deregistration policy (**Policy**) has been developed to provide a risk management framework and policy basis for community football administrators to recognise a duty of care with respect to Players and Officials who could pose an unacceptable risk to other Players and Officials.

It is imperative that all Leagues and State Bodies adopt this Policy to ensure that a consistent approach is applied to the Deregistration of Players and Officials.

## 1.2 Definitions

**AFL Competition** (or **AFL Competitions**) means one or both of the elite national men's or women's competitions (as the context dictates).

**Club** means an Australian football club fielding a team within a Competition conducted by a Football Body.

**Competition** means an Australian football competition (including AFL 9s and Masters competitions) conducted or administered by a Football Body, League or Football Body affiliate (e.g. Region Commission).

**Competition Management Platform** means PlayHQ or Footyweb (as applicable).

**Deregistration** means the withdrawal of a Player's permit to play or an Official's capacity to officiate in any Competition (otherwise referred to as a "Life Ban" on PlayHQ).

**Football Body** means a football body conducting a Competition, including the State Bodies, Leagues, and other unaffiliated football bodies, as the context dictates.

**Footyweb** means the AFL's online competition management system currently operated by SportsTG designed to assist Football Bodies with the management of their competitions and membership data.

**League** means an Australian football league or a Football Body who conducts or administers a Competition.

**Official** means without limitation coach, assistant coach, officer, trainer, water carrier, team manager, interchange steward, umpire, umpire escort, time keeper, scoreboard attendant, runner, employee or any other match official or person performing any duties (paid or unpaid) for or on behalf of a Club, League or Football Body at any Australian Football match.

**Player** means a player who participates in any Australian football match of a Competition.

**PlayHQ** means the AFL's online competition management system currently operated by PlayHQ designed to assist Football Bodies with the management of their competitions and membership data.

**Reportable Offence** means any reportable offence identified in the Laws of Australian Football, as amended from time to time.

**State Body** means the governing State and Territory Australian football bodies affiliated to the AFL as follows:

- (a) AFL (NSW/ACT) Commission Limited (ACN 086 839 385);

- (b) AFL QLD Limited (ABN 66 090 629 342);
- (c) AFL Northern Territory Limited (ACN 134 092 854);
- (d) Football Tasmania Limited (ACN 085 213 350);
- (e) Australian Football League (Victoria) (ACN 147 664 579);
- (f) South Australian National Football League Inc (ABN 59 518 757 737); and
- (g) West Australian Football Commission Inc (51 167 923 136).

**Suspension** means a period during which a Player or Official is not allowed to play or officiate in a match of Australian football incurred as a result of a Reportable Offence or Reportable Offences.

And other capitalised terms used in this Policy have the meaning given to them in the National Player Registration and Transfer Regulations.

### **1.3 Application**

- (a) This Policy applies to all Football Bodies and their affiliated Leagues and Clubs and all Players and Officials.
- (b) Headings and indexes are only included for ease of reference and do not affect interpretation.

### **1.4 Variation**

The AFL may from time to time, and in consultation with State Bodies where necessary, alter the procedures for Deregistration in its absolute discretion.

## **2. POLICY AIMS**

The Policy aims to:

- (a) deregister a Player who is found guilty of a Reportable Offence(s) where such offence or offences cause the Suspension history of such Player to fall beyond an acceptable level for Australian football;
- (b) deregister an Official who is found guilty of a Reportable Offence(s) where such offence or offences are deemed to fall beyond an acceptable level for Australian football;
- (c) apply the Deregistration of a Player/Official to both roles so that a deregistered Player cannot officiate in any capacity and a deregistered Official cannot participate as a Player in any Competition;
- (d) prevent a Player from transferring between Leagues with the view to creating a “clean slate” with the new League. The Suspension history shall follow the Player to allow the new League to make an informed judgement regarding registration taking into account past and current Suspensions.

## **3. DEREGISTRATION PROCEDURES**

### **3.1 General**

- (a) The complete on-field and off-field disciplinary history of a Player is to be forwarded to the new League from the previous League upon a Player being cleared from one League to another (as per

the National Player Registration & Transfer Regulations, as amended from time to time). For the avoidance of doubt, **all sanctions** determined by a League or State Body (as a result of a tribunal, investigation, appeal or similar process) shall be forwarded to the new League for their records together with the clearance / transfer details, however **only Suspensions** imposed as a result of Reportable Offences under the Laws of Australian Football are relevant to Deregistration pursuant to this Policy.

- (b) The full Suspension history of a Player (including tribunal record at all previous League/s) shall be considered when determining penalties for Reportable Offences in the assessment of a Suspension. However, in determining a Suspension, the appointed tribunal body or nominated decision maker should not have regard to the effect of the Suspension on Deregistration. In other words, each Reportable Offence should be determined on its merits.
- (c) A League that suspects that an Official may have a Suspension history is to seek information from the Official's previous League/s.
- (d) Club imposed penalties will not be considered on the permanent record for a Player or Official.
- (e) Information regarding suspended sentences will be transferred between Leagues and Leagues will only consider such sentences relevant to calculating the combined Suspension for Deregistration if and when the Suspension from such suspended sentence is served.
- (f) For the avoidance of doubt and unless otherwise agreed by the relevant State Body:
  - i) if a Player is deregistered pursuant to this Policy, that Player will also be prohibited from acting as an Official in relation to a Competition; and
  - ii) if an Official is deregistered pursuant to this Policy, that Official will also be prohibited from participating as a Player in any Competition.

## **3.2**            ***Dereg istrati on Proce ss***

### **3.2.1 Notification**

#### **(a) Leagues**

- i) Leagues must advise all Clubs of the details of the Policy and make the Policy readily available to their Clubs, Players and Officials.
- ii) All Players, upon registering to play for a Club, do so on the basis that their previous Suspensions count towards their Suspension history for the purposes of this Policy regardless of when they may have been incurred.
- iii) Subject to 3.2.1(a)(iv), once a Player/Official has accumulated a Suspension history of ten (10) matches or more, the League must advise the Player/Official and their Club in writing that the Player/Official faces the risk of Deregistration should the Player/Official incur further Suspension(s) that results in him/her reaching or exceeding the sixteen (16) match total Suspension history (**Suspension Notice**).
- iv) Subject to 3.2.2(d), a Player/Official will be automatically Deregistered in accordance with section 3.2.2 if Player/Official has served sixteen (16) matches (or more) total Suspension. In circumstances where before commencing the current Suspension the Player/Official had not already accumulated ten (10) matches (or more) Suspension history, Player/Official does not need to receive a Suspension Notice under section 3.2.1(a)(iii).



- v) Notification of Deregistration shall be made in writing to the Player/Official and their Club.
- vi) State Bodies shall be notified in writing of all decisions to deregister a Player/Official, by the Player's/Official's Club or League. A central database of all deregistered Players/Officials will be maintained by the AFL and all State Bodies via the Competition Management Platform.
- vii) Should a Player/Official's Suspension history already have reached or exceeded a combined total of sixteen (16) matches Suspension at the time of implementing this Policy, the League is to formally advise the Player/Official and the Player's/Official's club that the Player/Official faces Deregistration should the Player/Official incur another Suspension.

**(b) Clubs**

- i) Clubs must advise all of their Players/Officials in relation to this Policy.
- ii) Clubs must at all times strive to ensure their Players and Officials do not get themselves into a position of potentially being deregistered. Anger management training is seen as a critical component of this prevention for Clubs to arrange and implement.
- iii) Clubs must use all best endeavours to inform their Player/Official of any notification provided by the League pursuant to section 3.2.1(a) and must promptly confirm and acknowledge to the League the steps taken by the Club to ensure that the Player/Official has received the notification.

**(c) Commencement of Deregistration**

- i) For the avoidance of doubt, Deregistration will commence on the date on which the most recent Suspension of the Player/Official (being the Suspension which resulted in that Player/Official reaching or exceeding the total of sixteen (16) weeks Suspension) ends.
- ii) For clarity, the Player/Official will be deregistered in the Competition Management Platform (as distinct from Deregistration as defined in this Policy) at the time that the Player/Official receives a sanction which results in that Player/Official meeting the criteria for deregistration outlined in section 3.2.2.

**3.2.2 Criteria for Deregistration**

**(a) Players**

- i) Players shall be automatically deregistered and not allowed further registration with the same or another Club or League (except in accordance with section 3.3) if the Player has **served a combined total of sixteen (16) matches Suspension (or greater) as a Player or Official** (including as a Player during the Player's AFL Competition career, subject to section 3.2.2(c) below) as a result of Reportable Offences only. For the avoidance of doubt, a Player who is deregistered will also not be allowed to act as an Official in the same or another League or in any Competition.
- ii) For the avoidance of doubt:
  - a. the sixteen (16) matches served Suspension must relate to Suspensions imposed as a result of Reportable Offences under the Laws of Australian Football; and

- b. match ineligibility or sanctions received by a Player in relation to breaches of the AFL Anti-Doping Code (as amended from time to time), a code of conductor any other regulation or policy which are not as a result of Reportable Offences under the Laws of Australian Football will not be counted in determining accumulated Suspensions under this Policy; and
- c. only Suspension periods relating to Reportable Offences committed by a Player after attaining the age of 16 years will count for the purposes of this Policy.

**(b) Officials**

Officials shall be deregistered and not allowed to officiate or play in any form in the same or another League or Competition if they have served a combined total of sixteen (16) matches Suspension (or greater) as a Player or Official throughout their whole Australian football career (i.e. not limited to age of the Official at the time of a Suspension).

**(c) AFL Competition Career**

i) Any Suspension period served by a Player during their AFL Competition career shall carry over to non-AFL Competitions. However, any such Suspension period shall be reduced by 25% for the purposes of this Policy (to the decimal point). For example, if a Player receives a total Suspension of six (6) matches whilst playing in the AFL Competition, only four and one half (4.5) matches shall carry over for the purposes of this Policy. For the avoidance of doubt, the 25% discount does not apply where an AFL Competition Player receives a Suspension for an incident while playing outside of the AFL Competition.

ii) If:

- a. a Player who has ceased being a registered Player in the AFL Competition would have been deemed to have served a combined total of **less than** sixteen (16) matches Suspension based on the old 50% discount afforded to AFL Players in section 3.2.2(c)(i) of this Policy; and
- b. due to the change in the applicable discount from 50% to 25% applicable from the 2018 season that Player, as a result of the change, is now deemed to have served a combined total of **more than** sixteen (16) matches Suspension,

then that Player will, from the commencement of the 2018 season, be deemed to have carried over a total Suspension period of fifteen (15) matches from their AFL Competition career provided that:

- c. the Player commenced playing in a non-AFL Competition before or in the 2017 season; and
- d. has continued to play in a non-AFL Competition each season thereafter.

**(d) First Offence**

Should a Player or Official receive sixteen (16) matches or more Suspension as a "first offence" it shall be at the State Body's discretion (in consultation with the relevant League) as to whether or not that Player/Official will be deregistered following his/her Suspension.

### **3.3 Application for Re-registration**

- (a) Subject to 3.3(e), a Player/Official who has been deregistered in accordance with section 3.2 may (subject to section 3.3(f)) apply for re-registration not less than 12 calendar months after the date on which their Deregistration commenced (such date being determined in accordance with section 3.2.1(c)).
- (b) Subject to sections 3.3(a) and 3.3(f), a deregistered Player/Official can apply for re-registration by making a written application to the relevant State Body in accordance with section 3.3(c) (**Re- Registration Hearing**).
- (c) Subject to the following requirements, the State Body to which the League where the de- registered Player/Official is applying for re-registration is affiliated will hear the Re-Registration Hearing in accordance with the State Body's rules, regulations, by-laws and/or guidelines regulating tribunal and appeals procedures:
  - i) A Re-Registration Hearing will be heard at a time and place to be determined by the State Body;
  - ii) A panel comprising three (3) independent panel members (including one chairperson) will preside over the Re-Registration Hearing;
  - iii) The Player/Official, former and proposed Club(s), relevant League(s) and State Body(s) have the right to make submissions to the Re-Registration Hearing panel;
  - iv) The Re-Registration Hearing panel must not approve a Player's re-registration unless the panel is reasonably satisfied that:
    - 1. the Player or Official is genuinely rehabilitated or committed to ongoing rehabilitation; and
    - 2. the Player or Official is unlikely to re-offend; and
    - 3. the Player or Official does not pose an unacceptable risk to other Players/Officials; and
    - 4. any other exceptional circumstances as determined by the panel in its absolute discretion;
  - v) The Re-Registration Hearing panel cannot allow conditional re-registration (for example re-registration as a particular kind of Official).
- (d) The Re-Registration Hearing panel may regulate the proceedings before it as it deems fit and, to the extent permitted by law, the decision of the panel shall be final and binding on all parties.
- (e) A Player or Official may only submit one (1) Re-Registration Hearing application to the applicable State Body in accordance with section 3.3(c) in any one Australian football year.
- (f) If an applicable State Body considers that exceptional circumstances exist which may reasonably justify them to hear an application for re-registration of a particular Player or Official before the end of the 12-month deregistration period the applicable State Body may waive a portion of the 12-month deregistration period and conduct a Re-Registration Hearing for that particular Player or Official prior to the end of the 12-month deregistration period subject to obtaining the approval of the AFL General Counsel (such approval to be provided in that person's absolute discretion and not subject to appeal).
- (g) For the avoidance of doubt:

- i) the Re-Registration Hearing under this section 3.3 is an application for re-registration only and is not a review or appeal of previous suspensions. Any disputes relating to a Player/Official's previous suspensions must be dealt with in accordance with the rules, regulations, by-laws and/or guidelines regulating tribunal and appeals procedures of the State Body where the suspensions were imposed;
- ii) because deregistration occurs automatically (as set out in section 3.2.2), there is no review or appeal process for deregistration under this policy. The appropriate appeal avenue for a Player/Official who has been automatically deregistered is as set out in section 3.3(g)(i);
- iii) a deregistered Player or Official cannot participate in a Competition as a Player or as an Official unless he/she is re-registered following a successful Re-Registration Hearing in accordance with this section 3.3;
- iv) if a Player or Official is re-registered in accordance with this section 3.3, and subsequently receives a Suspension as a result of a Reportable Offence, that Player or Official will be permanently deregistered and forever prohibited from participating in any Competition as a Player or Official with no further right of appeal or right to apply for re-registration; and
- v) If a Player/Official is de-registered in accordance with this Policy then the Player/Official is de-registered from all AFL- or Football Body-sanctioned Competitions.

## **SANFL COMMUNITY FOOTBALL**

### **GUIDELINES FOR PROCEDURES AT HEARINGS OF COMMISSIONERS**

1. The accused player shall be entitled to be represented before the tribunal.
2. Order of proceedings:-
  - 2.1 A Commissioner shall satisfy himself that the person charged has had details of the charge.
  - 2.2 Plea of player.
  - 2.3 Video Evidence will be used at the discretion of the Commissioner (may be used before or after umpires evidence).
  - 2.4 Umpires evidence.
  - 2.5 Cross-examination of Umpire by the Commissioner/s.
  - 2.6 Cross-examination of Umpire by the player advocate.
  - 2.7 Evidence of Umpires' witness.
  - 2.8 Cross-examination of Umpires' witness.
  - 2.9 Evidence of player.
  - 2.10 Examination of player by the Commissioner/s.
  - 2.11 Evidence of player's witness/s.
  - 2.12 Examination of player's witness/s by the Commissioner/s.
  - 2.13 Cross-examination of player's witness by the Umpire.
  - 2.14 Submission by the player based upon the evidence presented.
  - 2.15 All people other than the Commissioner shall withdraw to allow the Commissioner to decide whether the charge is proven.
  - 2.16 Upon reaching his decision the Commissioner shall recall the person charged.
  - 2.17 If the charge is found "not proven" the Commissioner will declare the hearing closed.
  - 2.18 If the charge is found "proven" the details of the player's record shall be read.
  - 2.19 The player or his representative may take a submission to the Commissioner on the question of penalty.
  - 2.20 All parties shall again withdraw to allow the Commissioner to decide on what order is to be made.
  - 2.21 The player charged and his representative shall then be readmitted and informed of the decision.
3. **Special Notes**
  - (a) Evidence must be taken even if the player pleads guilty.
  - (b) A plea is always required.
  - (c) Any player who has representation before the Commissioner forfeits any right to question witnesses.
  - (d) At any time the Commissioner may ask questions of the umpire, player or witness.
  - (e) Any person who conducts himself disrespectfully to the Commissioner during the hearing of a charge may be dealt with in such manner as the Commissioner in his absolute discretion shall deem fit.
  - (f) Members of the Media may be admitted at the discretion of the Commissioner.
  - (g) The SNFL Points System to be used, if the League has adopted the model, when determining a players penalty

## SANFL COMMUNITY FOOTBALL DUTY OF CARE POLICY

### FOR ALL SANFL Community Football LEAGUES & CLUBS WHO CONDUCT JUNIOR COMPETITIONS

This Policy is to be read in conjunction with the AFL Junior Football Guide and the SANFL Community Football's Regulation 33

It is acknowledged that some Clubs do not have sufficient players to fill all Club Junior sides (this is most prevalent in the Regional Clubs) and at times a younger player would benefit from 'playing up a grade' & to assist in making up the numbers for a team.

It is also acknowledged that Clubs, Coaches and Parents have a duty of care when deciding on a player moving up or down a grade. To assist Clubs to undertake reasonable duty of care to protect the younger children from any injury the following policy is considered the appropriate steps to take.

It is important for Clubs to use common sense when making decisions to play a child up a grade, or when from time to time, playing a child who is older, down a grade.

#### For a child playing up

- It is strongly recommended that the Club designate the Coaches from both grades to determine which child/children are skilled enough and would benefit from playing up, this can be done at the commencement of the season or on the day of a match if required.
- The Coach or a senior representative of the Club must seek approval from the child's parents or guardian, such approval must be in writing, deemed to be a Consent Form to ensure the parent or guardian is aware of the potential risk of injury and to show that the Parent/Guardian are supportive of the Child playing up against older children.
- The child/children must be appropriately identified during the match, (e.g. a coloured arm band or bib or similar)
- The child must also be recognised on the team sheet as an underage player
- The player should benefit from the opportunity to play up based on his/her skills and strength.
- Coaches should endeavour to match players by age and ability in accordance with the AFL Junior Match Guide
- The umpire must be informed of this process and use his/her best endeavours to protect the child
- This can only occur for a Child playing up **one grade only** (moving from U14 to U17 as an example only) or if the club only has one junior competition.

That Leagues on an annual basis discuss with Clubs possible modified rules or the sharing of junior players amongst clubs. Refer the AFL Junior Football Guide. *The AFL recognises that in regional and rural areas the opportunity to conduct competitions with a 2 year*

*age span is not always possible. That reducing player numbers is recommended (9-12 a side).*

### **For a child playing down**

- Clubs must apply to its League for a 'permit' for an over-age player to play down a grade at the beginning of the season, this decision should be made based on the child's size, ability or possible disability.
- The Club must agree that the player or players are suitable to play against younger children
- The Coaches should endeavour to match players by ability and size on match day
- The parents of the younger age group should be informed that there will be an older child on the field
- The player is to be noted on the team sheet
- The umpire must be made aware by the Coach or the Club of the team of the older child

### **Special Note:**

The SANFL Community Football was required to provide satisfaction to the JLT Insurance Underwriters that a reasonable 'duty of care' is in place to enable Leagues and Clubs to play children up and down. This is particularly common in country areas where the 3 year competition age bracket is common place. The AFL acknowledges the need within its Junior Football Guide, this allows players to play up for the benefit of the sport, the Club and the Players.

Therefore we request that the Duty of Care Policy be followed where the age gap is greater than 3 years