

AFLPA REGULATIONS GOVERNING ACCREDITED AGENTS

Introduction

The Committee of the AFLPA have adopted the following regulations governing AFL Player Agents to: provide Player Agents with a mechanism by which they may be officially recognised as appropriately qualified to carry on the business of a Player Agent;

improve and maintain the quality, competence and professionalism of Player Agents through an Accreditation scheme; and

overall, benefit Players and the AFL Competition generally by enabling the Players to have access to a list of Accredited Agents.

Subject to these Regulations, Players who wish to use a Player Agent to represent them in contract negotiations with an AFL Club must use an Accredited Agent.

1. INTERPRETATION

1.1 Definitions

In these Regulations, unless the contrary intention appears:

"Accredited Agent" means a Player Agent who has been Accredited under these Regulations;

"Accreditation" means accreditation in accordance with **clause 0**;

"AFLPA" means the Australian Football League Players Association Inc.;

"AFLPA Rules and Regulations" means all the rules and regulations of the AFLPA other than these Regulations;

"CBA" means the AFL/AFLPA Collective Bargaining Agreement negotiated and agreed by the AFL and the AFLPA from time to time which is binding on the AFL, AFLPA and AFL Players;

"Code of Conduct" means the Accredited Agents' Code of Conduct set out in the Schedule to these Regulations or as amended by the Committee from time to time;

"Committee" means the committee of the AFLPA as defined under the AFLPA Rules or any delegated body of the AFLPA as determined by that committee from time to time;

"Grievance Tribunal" has the same meaning as in the Schedule to the CBA;

"Player" means a Player of Australian Football who:

- (a) is or becomes contracted with an AFL Club;
- (b) is or becomes listed with the AFL as a Player with an AFL Club;
- (c) has nominated for a National Draft Selection Meeting; or
- (d) is or will become eligible to nominate for a National Draft Selection Meeting.

"Player Agent" means an agent or representative of a Player who represents a Player in contract negotiations with an AFL Club and who may also provide any of the services listed in **clause 0** and includes an Accredited Agent;

"Playing Contract" means the contract between a Player, an AFL Club and the AFL for the Player to participate for the Club in the AFL Competition;

"Regulations" means the AFLPA Regulations Governing Player Agents in force at any time and a reference to a clause is to a clause in these Regulations.

"Standard Player Agent Agreement" means the agreement between an Accredited Agent and a Player for the provision of representation, advice or assistance in the negotiation, execution and enforcement of a Playing Contract and any of the other services listed in **clause 2.3** of these Regulations which is in the form prescribed by the Committee from time to time in accordance with **clause 5**;

Unless defined above, words and phrases defined in the documents mentioned in sub-paragraphs (i) to (vii) of **clause 3.1(c)** shall have the same meaning in these Regulations.

1.2 Construction

Unless expressed to the contrary:

- (a) words importing:
 - (i) the singular include the plural and vice versa; and
 - (ii) one gender includes the other gender;
- (b) if a word or phrase is defined cognate words and phrases have corresponding definitions;
- (c) a reference to:
 - (i) a statute, ordinance, code or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
 - (ii) these Regulations and any other rules and regulations or other document includes amendments or replacements of any of them;
 - (iii) a right includes a benefit, remedy, discretion, authority or power;
 - (iv) "\$" or "dollars" is a reference to the lawful currency of Australia;
 - (v) any thing (including, without limitation, any amount) is a reference to the whole or any part of it and a reference to a group of things or persons is a reference to any one or more of them.

1.3 Headings

Headings do not affect the interpretation of these Regulations.

2. SCOPE OF REGULATIONS

2.1 Requirement for Accreditation

In accordance with the terms of the CBA and subject to these Regulations, Players who wish to use a Player Agent to represent them in contract negotiations with an AFL Club must use an Accredited Player Agent.

2.2 Self Representation

Nothing in these Regulations shall prevent a Player representing himself or a Player's parent or legal guardian representing him in all aspects of his contract negotiations with an AFL Club.

2.3 Services covered by these Regulations

The following services of Player Agents are governed by these Regulations:

- (a) the provision of representation, advice, counsel or assistance to Players with respect to the negotiation and performance of individual Playing Contracts;
- (b) the execution and enforcement of Playing Contracts and other related arrangements; and the extent that they form part of the Player Agent's activities on behalf of any Player, the curing and handling of the marketing, promotion, finances, investments and other assets of Players including taxation and investment advice.

3. ACCREDITATION

3.1 Eligibility

Unless otherwise determined by the Committee, in order to be granted and to maintain Accreditation, a Player Agent must:

- (a) be eighteen (18) years or older;

- (b) have educational qualifications and/or negotiation skills and experience with contracts which qualifications and/or negotiating skills and experience are acceptable to the Committee;
- (c) pass an examination to a standard satisfactory to the AFLPA covering the following topics:
 - (i) AFL Regulations;
 - (ii) AFL Player Rules;
 - (iii) AFLPA Rules and Regulations;
 - (iv) CBA;
 - (v) Standard Playing Contract;
 - (vi) Code of Conduct;
 - (vii) these Regulations;
 - (viii) other matters reasonably associated with the AFL Competition;
- (d) not knowingly make any false or misleading statements of a material nature in the application for Accreditation;
- (e) not have been:
 - (i) convicted of any relevant offence (as determined in the discretion of the Committee); or
 - (ii) a defendant in any civil proceedings in which a final judgment was made against the Player Agent
 in respect of any matter involving fraud, forgery, corruption, dishonesty, theft, embezzlement, or other misappropriation of funds, or breach of fiduciary duty (any spent or lapsed convictions as defined under relevant legislation (if any) will not be considered);
- (f) not engage in any other conduct that might in the reasonable opinion of the Committee impact adversely on the Player Agent's competence to serve in a fiduciary capacity on behalf of Players;
- (g) if representing minors, or intending to represent minors, register and receive any necessary approval or licence pursuant to relevant legislation in relation to working with minors as might be required;
- (h) agree to comply with these Regulations and the Code of Conduct as in force from time to time; and
- (i) obtain and maintain current professional indemnity insurance in a form and to an amount acceptable to the Committee from time to time.

3.2 Application

- (a) Each applicant for Accreditation shall apply in the form and manner and pay the application fee in the amount prescribed from time to time by the Committee.
- (b) Each Accredited Agent must disclose to the AFLPA, any change to the information contained in their application form within two (2) weeks of such change.

3.3 Grant of Accreditation

- (a) Only an individual natural person may be granted Accreditation.
- (b) A Player Agent who is granted Accreditation shall pay such annual fee as is prescribed from time to time by the Committee and shall undertake to comply with these Regulations and the Code of Conduct.
- (c) In the event that Accreditation is suspended, revoked or cancelled, the Player Agent shall not be entitled to a refund of any fees paid unless the Committee, in its sole discretion, decides otherwise.

3.4 Denial

The Committee may deny Accreditation to an applicant who, in the opinion of the Committee, does not meet one or more of the eligibility criteria specified in this **clause 3**. The Committee shall notify the applicant in writing if his or her application has been denied and the reasons for the denial. If the applicant is dissatisfied with the Committee's decision, then the applicant may treat the decision as a dispute for resolution in accordance with **clause 8**.

3.5 Discipline

The Committee may, at any time, reprimand, warn, fine, suspend for any period or revoke the Accreditation of an Accredited Agent for:

- (a) any conduct which constitutes a ground for denial of Accreditation under **clause 3.1**; or
- (b) any act or omission by the Accredited Agent which, in the reasonable opinion of the Committee, fails to meet the standard of conduct for maintaining Accreditation under these Regulations or the Code of Conduct.

The Committee shall notify the Accredited Agent in writing of the proposed reprimand, warning, fine, suspension or revocation and the reasons therefore. The Accredited Agent may challenge any proposed discipline by appealing such action pursuant to **clause 8**.

Where an Accredited Agent is disciplined under these Regulations, the Committee shall be entitled (in its absolute discretion) to publish details of the conduct giving rise to the disciplinary action and subsequent penalty in such manner as it considers appropriate to inform Players, other Accredited Agents and the general AFL industry of the application and interpretation of these Regulations and the Code of Conduct.

3.6 Cancellation

An Accredited Agent may cancel his or her Accreditation at any time by the giving of 30 days notice in writing to the Committee and upon payment of any outstanding fees or fines. No refund of any fees shall be paid to a Player Agent who cancels his or her Accreditation under these Regulations

Notwithstanding anything to the contrary, an Accredited Agent may not, without the written approval of the Committee, cancel his or her Accreditation where that Accredited Agent has been notified under **clause 3.5** by the Committee of any proposed disciplinary action to be taken against that Accredited Agent.

4. CODE OF CONDUCT

An Accredited Agent must abide by the Code of Conduct that is in operation from time to time.

5. STANDARD PLAYER AGENT AGREEMENT

The Committee reserves the right to introduce at any time following the adoption of these Regulations a standard form representation agreement for execution between Accredited Agents and Players which will be known as a Standard Player Agent Agreement. Where the Committee exercises its rights under this clause, the following provisions will govern the arrangements for contracting of Players by Accredited Agents.

- (a) Prior to representing, or advising a Player, an Accredited Agent must enter into and comply with the terms of a Standard Player Agent Agreement with the Player the Accredited Agent intends to represent or advise.
- (b) The terms of the Standard Player Agent Agreement may only be amended where any such amendments are more beneficial to the Player.

- (c) The Accredited Agent must provide an executed copy of the Standard Player Agent Agreement to the relevant Player and to the AFLPA within fourteen (14) days of execution.
- (d) In no circumstances shall the Accredited Agent accept payment of the fees payable by the Player to the Accredited Agent under any Standard Player Agent Agreement, from an AFL Club or any entity acting on behalf of an AFL Club without the prior written consent of the Player.
- (e) If an Accredited Agent has a pre-existing representation agreement with a Player prior to the effective date of these Regulations, that representation agreement will continue to operate until the original or current term of such agreement is terminated or expires. For the avoidance of doubt, an Accredited Agent shall not renew or extend the term of an existing representation agreement following the effective date of these Regulations.
- (f) In the event an agent's Accreditation is suspended, revoked or cancelled, a Player shall have the right to terminate any Standard Player Agent Agreement with such Agent upon the giving of written notice to the Player Agent. A copy of such notice shall be sent by the Player to the AFLPA.
- (g) The termination date of each Standard Player Agent Agreement must be no later than August 31 of the final year of the relevant Player's Playing Contract.

6. CONTRACTING YOUNG PLAYERS

No Accredited Agent may enter into a Standard Player Agent Agreement (or any other form of arrangement whereby the Accredited Agent agrees to provide representation services) with any Player (or a Player's parent or legal guardian) unless and until that Player is seventeen (17) years of age and eligible to be selected in the next scheduled AFL National Draft.¹

7. AGENTS' FEES

The fees for each particular service to be provided by the Accredited Agent must be made clear to the Player and shown within the Standard Player Agent Agreement. This must include the following (where applicable):

- (a) Fees for contract negotiation;
- (b) Fees for licensing & marketing programs sourced by the Accredited Agent;
- (c) Fees for licensing & marketing programs sourced by the AFL &/or AFLPA;
- (d) Fees for any additional service that the Accredited Agent provides.

The Accredited Agent must provide to each Player represented by that Accredited Agent, on or before 1 September each year, an itemized statement covering the period 1 July - 30 June the previous financial year which separately sets out all fees charged to the Player and any expenses incurred in connection with any services performed under the Standard Player Agent Agreement.

8. APPEAL RIGHTS / DISPUTE RESOLUTION

The following rules shall apply to any dispute arising in relation to any decision by the Committee to deny Accreditation to an applicant or to reprimand, warn or fine the Accredited Agent or to suspend or revoke the Accreditation of an Accredited Agent in relation to a matter dealt with in these Regulations:

¹ The AFLPA acknowledges that the capacity of Players under the age of 18 years to enter into binding contracts is limited by law in most Australian states / territories. Clause 6 of these Regulations should be interpreted having regard to this limitation.

- (a) the person aggrieved shall notify the AFLPA in writing within 14 days of being notified of the Committee's decision that the person wishes to refer the Committee's decision for dispute resolution under this clause;
- (b) if the matter is unresolved after 10 days either party may refer the dispute to the Grievance Tribunal;
- (c) the Grievance Tribunal must, upon such a reference, notify the parties who shall each have a right to be heard in respect of the dispute;
- (d) the Grievance Tribunal, in resolving the dispute, must:
 - (i) give the parties to the dispute every opportunity to be heard;
 - (ii) allow due consideration by the parties of any written statement submitted by a party; and
 - (iii) ensure that natural justice is accorded to the parties throughout the dispute resolution process;
- (e) the Grievance Tribunal shall determine the dispute;
- (f) the decision of the Grievance Tribunal is final and binding on the parties;
- (g) the parties are equally liable for the costs of the resolution of this dispute unless they otherwise agree and must pay for their own costs of attending the dispute resolution.

9. PUBLICATION

The AFLPA may publish a list of Accredited Agents.

10. CONTRACTING OUT VOID

The provisions of these Regulations and the Code of Conduct shall have effect despite any stipulation to the contrary and no contract or agreement made or entered into by any Accredited Agent, Player or AFL Club following the effective date of these Regulations shall operate to annul, vary or exclude any of the provisions of these Regulations or the Code of Conduct.