

NATIONAL PLAYER TRANSFER REGULATIONS



FINAL VERSION - 2014

CONTENTS

1.	GENERAL	
2.	DEFINITIONS	4
3.	NATIONAL PLAYER TRANSFER REGULATIONS	6
3.1	TRANSFER PROCESS	6
3.2	REFUSALS	6
3.3	TRANSFER WITHDRAWALS	6
3.4	SUSPENDED PLAYERS	7
3.5	APPEALS	7
3.6	TRANSFER FEE	8
3.7	TRANSFER APPLICATION PERIOD	8
3.8	PLAYER AGE GROUP	8
3.9	INTERCHANGE AGREEMENT	8
3.10	PERMITS	9
3.11	PLAYER CONTRACTS	9
3.12	JUNIOR PLAYERS	9
3.13	PRACTICE AND TRIAL MATCHES	10
3.14	STATE FOOTBALL BODY RESPONSIBLE	10
3.15	24 MONTH RULE	10
3.16	SEPARATE AGREEMENTS	10
3.17	TEAM IN ANOTHER TIER 1 LEAGUE	10
3.18	NORTHERN TERRITORY FOOTBALL LEAGUE (NTFL)	11
3.19	STATE AFFILIATION – TIER 2 LEAGUES	11
3.20	NEW TIER 1 LEAGUE CLUB	11
3.23	AFL TALENT DEVELOPMENT FEE	12
3.24	TRANSFER FEES	12
3.25	PERMIT COMMITTEE	13

APPENDIX 1 PLAYER TRANSFER WITHDRAWAL FORM

APPENDIX 2 PLAYER TRANSFER REFUSAL FORM

APPENDIX 3 NOTICE OF APPEAL AGAINST A REFUSED TRANSFER

SCHEDULE 1 NATIONAL DEREGISTRATION POLICY

SCHEDULE 2 STANDARD AUSTRALIAN FOOTBALL PLAYER CONTRACT

1 General

Australian Football is a national sport which regularly involves players moving between Leagues both intrastate and interstate. The National Player Transfer Regulations (**Regulations**) are intended to operate as an agreement between and amongst all Football Bodies across Australia and elite, State, Territory and community based Leagues. In the event that State Football Bodies cannot agree on the interpretation of these Regulations they agree to submit the details of their dispute in writing to the AFL for decision, which decision shall be final and binding on each of the State Football Bodies and/or Leagues.

In the event that individual Football Bodies, to which Tier 2 Leagues within the same State are affiliated, be unable to agree with each other on the interpretation of these Regulations, they agree to submit the details of their dispute in writing to the relevant State Football Body in accordance with the rules, regulations or by-laws of the State Football Body for a decision, which decision shall be final and binding on such Football Bodies. Where individual Football Bodies with affiliate Tier 2 Leagues in different States are unable to reach agreement on the interpretation of these Regulations and their affiliated State Football Bodies are also unable to reach agreement, all parties agree to submit the details of their dispute in writing to the AFL for decision, with such decision to be final and binding on each of the Football Bodies.

In the event of any inconsistency between these Regulations and any individual Football Body or League rules, regulations and/or by-laws, these Regulations shall prevail.

2 DEFINITIONS

AFL means Australian Football League ACN 004 155 211 of 140 Harbour Esplanade, Docklands, Victoria 3008.

AFL Community Development Manager means the person appointed to the position by the AFL.

AFL Internal Legal Department means one or all of the AFL's General Manager – Legal and Business Affairs, Manager - Broadcasting, Scheduling & Legal Affairs, and Legal Counsel.

AFL Footyweb means the online competition management system designed to assist affiliated Football Bodies with the management of their competitions and membership data.

AFL Primary Listed Player means a player currently listed by an AFL Club under the AFL player rules.

AFL Rookie Listed Player means a player who is listed on the rookie list of an AFL Club.

Business Day mean each day of the week save for a Saturday or Sunday, but includes public holidays.

Club means a football club fielding a team within a competition conducted by the AFL, State Football Body or Unaffiliated Football Body.

Contracted Player means a player who is obliged, pursuant to a contract, to render his services as a footballer to a Club of a Tier 1 or Tier 2 League provided that the particulars of such contract are in accordance with Regulation 3.11.

Destination Club means the Club which a player is Transferring to.

Football Body means a football body conducting Tier 1, Tier 2 or Unaffiliated Australian football competitions, as the context dictates.

Former Club means the Club which a player is Transferring from.

Interchange Agreement means an agreement between two affiliated Football Bodies to allow a player to play under a permit between different Leagues.

Junior Player means a player under 18 years of age as at 1 January in the year concerned.

League means Tier 1 and/or Tier 2 League.

NTFL means the Northern Territory Football League.

Permit means the forms or process required to make a player eligible to play in competitions conducted by a League other than the one with which the player is registered.

Permit Committee means a committee appointed pursuant to Regulation 3.26.

Practice or Trial Matches means a match between two Clubs, not forming part of the official match program of the competition in which the Clubs compete.

State means each State in the Commonwealth of Australia, the Australian Capital Territory and the Northern Territory.

State Football Body means the governing State and Territory Football Bodies affiliated with the AFL as follows:

- (a) AFL NSW/ACT
- (b) AFL Queensland
- (c) AFL Northern Territory
- (d) AFL Tasmania

- (e) AFL Victoria
- (f) South Australian National Football League
- (g) West Australian Football Commission

Tier 1 League means Senior Grade, Reserve Grade and Under 18 teams directly comprising clubs of the following:

- (h) South Australian National Football League;
- (i) Victorian Football League;
- (j) TAC Cup;
- (k) West Australian Football League;
- (l) North East Australian Football League; and
- (m) Tasmanian State League;

Tier 2 League means all other teams directly comprising Clubs within an Australian football competition, other than the AFL, Tier 1 or Unaffiliated Leagues.

Temporary Transfer means a player who has temporarily transferred to or from the Northern Territory Football League for a maximum of one (1) season in accordance with these Regulations.

Transfer means the process of moving a player from one Club to another.

Transfer Fee means the fee agreed according to Regulation 3.24.

Unaffiliated means a Football Body, League or Club conducting or participating in an Australian football competition which is not affiliated to the AFL or a State Football Body.

Uncontracted Player means:

- (a) A player other than a Contracted Player who has attained the age of 18 years, who is currently registered and has played with a Club of a Tier 1 League in the past 24 months or who is not currently registered with a Club of a Tier 1 League but has played for a Club of a Tier 1 League within the previous 12 months.
- (b) A player other than a Contracted Player who has attained the age of 18 years who has not registered or played with a Club of a Tier 1 League but who within the past 12 months played for a State Football Body in the AFL National Under 18 Championships.

3. NATIONAL PLAYER TRANSFER REGULATIONS

3.1 TRANSFER PROCESS

- 3.1.1 A Transfer must be initiated by the Destination Club by logging into AFL Footyweb and submitting a Transfer request.
- 3.1.2 Each Transfer application must be signed by the Transferring player. Where the player is under the age of eighteen (18) years, the Transfer application must also be endorsed by the player's parent or legal guardian.
- 3.1.3 The Destination Club must keep a record of the original application signed by the player and produce a copy of such original application on demand from the Football Body to which the Former Club is affiliated by no later than 5pm on the next Business Day following such request.
- 3.1.4 The Former Club has six (6) Business Days, commencing from when the application to Transfer is lodged through AFL Footyweb, to object the Transfer application. If the Former Club does not object within six (6) Business Days, the Transfer application will be automatically approved and finalised. Once a player Transfer application has been finalised, the playing history, including the tribunal record, of the player will be automatically sent to the Football Body to which the Destination Club is affiliated, via AFL Footyweb.
- 3.1.5 The Former Club can approve the Transfer any time within the six (6) Business Days via AFL Footyweb. Should the Former Club fail to respond, the Transfer will occur automatically following the expiry of the six (6) Business Days.
- 3.1.6 Should any player complete the Transfer form incorrectly, the relevant Football Body shall deal with the player and the Club as it deems fit, subject to its Rules and Regulations.

3.2 REFUSALS

- 3.2.1 The Former Club can refuse the Transfer within the six (6) Business Days via AFL Footyweb.
- 3.2.2 A refusal can only occur where a Club can substantiate that the player:
 - (a) Is a Contracted Player; and/or
 - (b) Is indebted to the Club; and/or
 - (c) Is in possession of Club property (e.g. jumper) that needs to be returned; and/or
 - (d) Wishes to withdraw their Transfer application. Clubs can only submit this as a reason for refusal where the player has signed the Player Withdrawal of Transfer Form in accordance with Regulation 3.3 below.
- 3.2.3 A Club refusing to Transfer a player must provide evidence upon request to its affiliated Football Body within 3 business days of the request in order to substantiate the claim. Failure to provide such evidence will result in the Football Body re-opening and approving the Transfer.

3.3 TRANSFER WITHDRAWALS

- 3.3.1 A Player wishing to withdraw their Transfer application must complete the Player Withdrawal of Transfer Form (Appendix 1).
- 3.3.2 The completed Player Withdrawal of Transfer Form must be submitted by the player or the player's registered Club to its affiliated Football Body within six (6) Business Days from the date on which the Transfer application was lodged.

3.4 SUSPENDED PLAYERS

- 3.4.1 A player under suspension by a League can Transfer or permit to another League, but cannot Transfer or permit from the new Club until 28 days after the suspension has been completed.
- 3.4.2 Suspended players seeking a Transfer from winter competitions to summer competitions and vice versa must refer to Law 19.4.4 of the Laws of Australian Football, as amended from time to time.

3.5 APPEALS

- 3.5.1 Where the player disputes the reason for a Transfer refusal, the player/Destination Club must resolve the dispute with the Former Club. Where a dispute between the parties cannot be resolved, the player/Destination Club can appeal against the refusal of Transfer by notice in writing lodged with the relevant appeal body.
- 3.5.2 An appeal involving Clubs associated with the same League will be heard by the League's Independent Appeals Tribunal (refer to the appeals procedure for the respective Football Body).
- 3.5.3 An appeal involving Clubs from two different Leagues within the same State will be heard in accordance with the rules and regulations of the State Football Body to which they are affiliated. If a State Football Body does not have an appeals process in place, the following rules shall apply:
 - (a) A player who has been refused a Transfer may appeal to the relevant State Football Body Independent Panel (Panel) against such refusal, by notice in writing lodged with the State Football Body within ten (10) Business Days of such refused Transfer being received by the Football Body to which the Destination Club is affiliated.
 - (b) A player may, if so desired, submit more than one (1) Transfer application during the current season and each application shall be dealt with separately although a player may submit only one (1) appeal in any season.
 - (c) The Clubs and players concerned shall each be entitled to representation at the hearing, the number of persons having representation to be limited to the player and his advocate, who shall also be the Club's representative, and the defendant Club's representative and its advocate.
 - (d) Such representation shall not be by a person who is legally qualified.
 - (e) Such appeal shall be heard within a period as determined by the State Football Body.
 - (f) The State Football Body shall inform each affected Football Body of the appeal as soon as practical after lodgement by the player of his notice of appeal.
 - (g) The appellant player/Club must lodge a bond of \$550 (including GST) made payable to the State Football Body and such bond may be forfeited should the appeal be considered frivolous. A \$250 administrative fee will be retained from the appeal bond.
 - (h) The appellant player/Club must also lodge a completed Player Appeal Form together with a copy of the latest Player Transfer Refusal Form (Appendix 2) for the player in addition to the appeal bond.
 - (i) The defendant Club must also lodge a bond of \$550 (inc. GST) and such bond may be forfeited should the defence be considered frivolous. A \$250 administrative fee will be retained from the appeal bond.
 - (j) Should the defendant Club fail to lodge with the State Football Body:

- (i) The "Intention to Appeal – Defending Club Form" within four (4) days of being notified of the appeal details from the State Football Body; and
- (ii) Bond of \$550 (including GST) within six (6) days of being notified of the appeal details from State Football Body;

it shall be deemed to have granted the Transfer.

- (k) In all cases in reference to the applicable time lines, the State Football Body shall determine the date and time for lodgement of the Form or bond, as the case may be.
- (l) The Panel may regulate the proceedings before it as it deems fit and the decision of the Panel shall be final and binding on all parties.

3.6 TRANSFER FEE

- 3.6.1 Neither a Club nor Football Body affiliated with a Tier 2 League shall directly or indirectly receive any or pay monetary amount or any other consideration in respect of or in connection with the Transfer of a player to a Club competing in a Tier 2 League.
- 3.6.2 Transfer Fees shall not be payable by Tier 2 Leagues or Clubs for players Transferring from Tier 1 Leagues or the AFL.

3.7 TRANSFER APPLICATION PERIOD

- 3.7.1 No Transfer is to be lodged prior to 1 February in a given year.
- 3.7.2 No Transfer shall be lodged after 30 June in a given year.
- 3.7.3 The above commencement and conclusion period is not applicable for Northern Territory competition where seasons are primarily conducted from October to March.

3.8 PLAYER AGE GROUP

- 3.8.1 A player must be 7 years old as at 1 January in each year to be eligible to be registered with an affiliated body in that year.
- 3.8.2 A player's age group shall be based on a player's age as at 1 January in each year.
- 3.8.3 Football Bodies who extend the age of a competition must adhere to the 1 January as the age determination date. E.g. for an Under 18 ½ competition in 2009, the age shall be extended back to 1 July 2008, thus allowing the player to be 18 ½ on 1 January 2009.

3.9 INTERCHANGE AGREEMENT

- 3.9.1 A Football Body may enter into an Interchange Agreement with another Football Body at the discretion of the relevant Football Bodies. A copy of the Interchange Agreement must be validly submitted through AFL Footyweb within ten (10) days of its execution. Interchange Agreements do not apply amongst the Tier 1 League Clubs, excluding the North East Australian Football League.
- 3.9.2 All Interchange Agreements must be in place by 30 June in each year.
- 3.9.3 Once an Interchange Agreement has been lodged with the State Football Body it will be considered ongoing unless revoked by one of the Football Bodies party to the Interchange Agreement by advising the State Football Body.

3.10 PERMITS

- 3.10.1 An Interchange Agreement must be in place in accordance with Regulation 3.9 above, prior to requesting a Permit.
- 3.10.2 Permits are to be applied in accordance with the respective State Football Body rules, regulations and/or by-laws and it is the responsibility of the relevant Football Body to monitor the application of Permits.

3.11 PLAYER CONTRACTS

- 3.11.1 It is recommended that Clubs use the National Standard Playing Contract developed by the AFL, as amended from time to time.
 - 3.11.2 The following guidelines will also apply to player contracts:
 - (a) A player must be at least 18 years old to sign a contract;
 - (b) For a contract to be valid both parties shall have signed the contract and neither shall be in breach of contract;
 - (c) Subject to clause 3.11.2(d), all contracts expire on 31 October in the year the contract ceases; and
 - (d) Contracts that are executed between a player and a Club that competes in the Northern Territory Football League expire on 31 March in the year the contract ceases.
 - 3.11.3 The contract shall only be valid when the player becomes registered with the Club.
 - 3.11.4 A player will remain contracted to the Club until the expiration of the contract, unless the Former Club releases the player from the contract.
 - 3.11.5 A Tier 1 League Club/AFL contract will take precedence over a Tier 2 League contract should the player wish to pursue their career at a Tier 1 League or AFL level, however should the player be released from a Tier 1 League/AFL contract within the time constraints of the Tier 2 League contract the player will still be bound to that Tier 2 League Club until it expires.
 - 3.11.6 A Tier 1 League which by any means permits a Contracted Player of another Tier 1 League to play in a Club of its State without the consent in writing of the Club to which he is contracted or is otherwise in breach of these Regulations shall be liable to a penalty determined by the Permit Committee but not exceeding \$5,000 and may be dealt with by the Permit Committee as if it had been guilty of conduct prejudicial to the interest of Australian Football.
 - 3.11.7 If there is a dispute between a player and a Former Tier 1 League as to whether that player is a Contracted Player or an Uncontracted Player the player's Former Tier 1 League may refer the dispute to the AFL to determine, via the AFL Community Development Manager or his nominee, by giving notice in writing of such dispute, together with a copy of any contract, to the AFL within six (6) Business Days of the date on which the Former Tier 1 League completes the AFL Footyweb application. The AFL Community Development Manager may seek the advice of the AFL Internal Legal Department in reaching a determination, with such determination to be final and binding on the Tier 1 Leagues concerned.
- ### **3.12 JUNIOR PLAYERS**
- 3.12.1 Junior Players resident in one State may not be recruited or registered with a Tier 1 League in another State without the approval of the Permit Committee. Such approval may only be granted where the Junior Player concerned has:
 - (a) transferred interstate with his/her family;
 - (b) a bona fide transfer of employment;

- (c) enrolled in a tertiary education course in another State which is not available or in which the player could not obtain enrolment in his/her home State; or
- (d) the support of the National Development Manager, in the interests of developing his/her football career.

3.13 PRACTICE AND TRIAL MATCHES

- 3.13.1 A Tier 1 Contracted or Uncontracted Player shall not be permitted to play in a Practice or Trial Match with a Club of another State without the consent in writing of the Club with which he is registered to play football.
- 3.13.2 A Tier 1 League whose Club breaches this Regulation is liable to a sanction determined by the Permit Committee but not exceeding \$5,000 for each offence.

3.14 STATE FOOTBALL BODY RESPONSIBLE

Where a Tier 1 League is separately constituted the Football Body to which it is affiliated shall be responsible for ensuring that the Tier 1 League concerned observes and complies with these Regulations.

3.15 24 MONTH RULE

- 3.15.1 A player who has not played competitive football in the previous 24 months and wishes to play at another Club can apply for registration with that Club at any time. The player's Former Club cannot object to the Transfer.
- 3.15.2 Should the player lodge the registration application on or before 30 June, the player will be registered with the Destination Club using the normal AFL Footyweb Transfer process.
- 3.15.3 Should the player lodge the registration application after 30 June, only the Destination Football Body that the player intends to register with can process the registration using the AFL Footyweb Transfer process.

3.16 SEPARATE AGREEMENTS

- 3.16.1 A Tier 1 League may enter into an agreement with any other Tier 1 League, concerning the Transfer of players between those Leagues.
- 3.16.2 A copy of any such agreement is to be lodged with the AFL by 1 of February or within six (6) Business Days of making such agreement if made between the 1 February and 30 September.
- 3.16.3 A Tier 1 League may enter into an agreement with the AFL concerning the Transfer of players from that Tier 1 League to the AFL.
- 3.16.4 Each such agreement shall for all purposes be regarded as valid and subsisting when otherwise declared by any Court and if the provisions of any such agreement are inconsistent with these Regulations the agreement shall prevail.

3.17 TEAM IN ANOTHER TIER 1 LEAGUE

Where a team located in one State (**State A**) is admitted to a Tier 1 League of another State (**State B**), the players of the team from State A will be considered players from the State in which the team is based, that being State A. For the avoidance of doubt, from 2010, Northern Territory Football Club will be considered a Tier 1 League team of the Northern Territory and Gold Coast Football Club will be considered a Tier 1 League team of Queensland.

3.18 NORTHERN TERRITORY FOOTBALL LEAGUE (NTFL)

- 3.18.1 Players shall Transfer to or from the NTFL via a Temporary Transfer using AFL Footyweb. Such players shall remain registered with the League from which they have received the Temporary Transfer.
- 3.18.2 Temporary Transfers are valid for one (1) season only. Players wishing to continue on a Temporary Transfer basis will be required to complete a new AFL Footyweb application for each subsequent season.
- 3.18.3 Where a Tier 1 League Club recruits a player on a Temporary Transfer, the Tier 1 League shall be responsible for ensuring that the player participates with the Club for one (1) season only.
- 3.18.4 Where a player has participated under Temporary Transfers and has not played or made himself available for selection for more than five (5) home and away matches for his original Tier 1 League for a period of twenty-four (24) months, he shall be required to lodge a Transfer application through AFL Footyweb and the Transfer Fee specified in Regulation 3.24 shall apply.
- 3.18.5 Where players are drafted as an AFL Primary or Rookie Listed Player during the period of the Temporary Transfer, they shall be regarded as having been recruited from the League granting the Temporary Transfer.
- 3.18.6 Any player who is registered with, or has been registered with the Northern Territory Football Club (NT Thunder) in the last twenty-four (24) months is not eligible for a Temporary Transfer. For the avoidance of doubt, a Transfer Fee is payable for each player that has been registered with the Northern Territory Football Club in the past twenty-four (24) months should such player become registered with a Tier 1 League outside of the Northern Territory.

3.19 STATE AFFILIATION – TIER 2 LEAGUES

Tier 2 Leagues with two thirds or more of their Clubs domiciled in a State shall be required to affiliate with the Football Body recognised by the AFL as responsible for the region concerned and to process Transfer of players accordingly.

3.20 NEW TIER 1 LEAGUE CLUB

Where a Tier 2 League Club is admitted to a Tier 1 League after a player's Transfer from that Club to another State, subject to the approval of the Permit Committee, such player may return to his Former Club without payment of a Transfer Fee.

3.21 TRANSFER OF PLAYERS TO THE AFL

- 3.21.1 Contracted or Uncontracted Players of Tier 1 or 2 Leagues are automatically registered to an AFL Club upon being drafted to the Primary List.
- 3.21.2 Upon registration with the AFL, the player may interchange with a Tier 1 League Club at the discretion of his AFL Club, provided that such interchange conforms to Transfer regulations of the Tier 1 League concerned.
- 3.21.3 An AFL Rookie Listed Player shall remain a registered player of the Club from which he was recruited until such time as he is registered as an AFL Primary Listed Player.
- 3.21.4 Should a Player be listed as an AFL Primary Listed Player by an AFL Club located in a State different to that of his Tier 1 League Club, he may play with a Tier 1 League Club in that State. In the event that he is delisted he will be regarded as a player of his original Tier 1 League.
- 3.21.5 For the purposes of these Regulations an AFL Primary Listed Player demoted to a Rookie List shall continue to be regarded as an AFL Primary Listed Player.

3.21.6 A player who is delisted by an AFL Club who returns to play for a Club of the Tier 1 League from which he was drafted will be bound by any Transfer and registration rules and regulations of that Tier 1 League if he desires to play football for a Club of that Tier 1 League other than the Club with which he was registered at the time of delisting.

3.21.7 Where a player is delisted from an AFL Club's Primary or Rookie List and is drafted or Rookie Listed by another AFL Club for the following AFL season he shall be regarded as having continuous AFL registration.

3.22 TRANSFER FEE – DELISTED AFL PLAYERS

3.22.1 Where an AFL Primary Listed Player has been delisted by an AFL Club, no Tier 1 League Transfer Fees shall be payable to the Tier 1 League from which he Transferred to the AFL.

3.22.2 Where an AFL Rookie Listed Player has been delisted by an AFL Club without having previously been an AFL Primary Listed Player the Transfer Fees, specified in Regulation 3.24, shall be payable by the Tier 1 League to which he Transfers, should the player Transfer to a Tier 1 League other than that from which he had Transferred to the AFL.

3.22.3 Where a player has been delisted by the AFL and subsequently been registered with a Tier 1 League for a minimum twelve (12) months he shall be regarded as a Tier 1 League player for the purposes of these Regulations, unless he has been listed by another AFL Club as an AFL Rookie Listed Player.

3.23 AFL TALENT DEVELOPMENT FEE

3.23.1 For purposes of determining allocation of talent incentive payments and future talent development fee allocations, players shall be regarded as having been drafted from the State in which their Former Club is based.

3.23.2 Where a player has played in more than one (1) State in the three (3) years prior to Transferring to the AFL a one third pro-rata allocation shall be applied for each year. Should a player have played in two (2) or more States in one (1) year, the one third pro-rata shall apply in respect to the State where he played the majority of matches in that year.

3.23.3 Where a player is on a Temporary Transfer from the Northern Territory Football league, he shall be regarded as an NTFL Player irrespective of the State from which he Transferred to the AFL.

3.23.4 Players shall be listed as being recruited from the State they were registered in at the time of being drafted and when nominating for the AFL National Draft the player may nominate a secondary Club to be recognised for promotional purposes..

3.24 TRANSFER FEES

3.24.1 Where an Uncontracted Player Transfers from or to a Tier 1 League Club in another State, the maximum Transfer Fees set out in this Regulation shall be payable by the Destination Club to the Former Club within six (6) Business Days, except where the parties otherwise mutually agree, or in circumstances where the player is returning to the State League in which the player had first been registered to play.

3.24.2 For the purpose of this Regulation only:

(a) Category (a) Tier 1 Leagues (**Category (a)**) are as follows:

- (i) South Australian National Football League;
- (ii) Victorian Football League;
- (iii) TAC Cup; and
- (iv) West Australian Football League;

(b) Category (b) Tier 1 Leagues (**Category (b)**) are as follows:

- (i) North East Australian Football League; and
- (ii) Tasmanian Football League.

3.24.3 Subject to section 3.24.4, the maximum Transfer Fee payable shall be the following amount:

- (a) From Category (a) Tier 1 League to Category (a)
 - Upon registration \$15,000
 - Upon registration for a second year \$5,000
- (b) From Category (a) Tier 1 League to Category (b)
 - Upon registration \$5,000
 - Upon registration for a second year \$5,000
- (c) From Category (b) Tier 1 League to Category (a)
 - Upon registration \$15,000
 - Upon registration for a second year \$5,000
- (d) From Category (b) Tier 1 League to Category (b)
 - Upon registration \$2,500
 - Upon registration for a second year \$2,500

3.24.4 If a transferring player does not register to play for a second year with the new Club, that Club shall nevertheless remain liable to pay 50% of the second year registration payment set out in section 3.24.3 to the transferring Club unless the player returns to the Club or State League that he was recruited from.

3.24.5 A player's total payment refers to the maximum amount that the player can expect to receive in the year of contract.

3.24.6 A Destination Tier 1 League may lodge an appeal with the Permit Committee for deferral of the registration fee or part thereof until the player has participated in one (1) to five (5) first grade matches with his new Club, as determined by the Permit Committee.

3.24.7 State Football Bodies will govern transfer fees between Affiliated Clubs as they deem appropriate.

3.25 PERMIT COMMITTEE

3.25.1 A Permit Committee comprising three (3) members shall be appointed by the General Manager of AFL Game Development or his nominee and shall hold office until replaced by another member appointed by the General Manager of AFL Game Development or his nominee.

3.25.2 The General Manager of AFL Game Development or his nominee may revoke Permit Committee appointments at any time.

3.25.3 The Permit Committee shall hold the following powers and responsibilities:

- (a) Mediate State Body disputes as they arise and provide final judgement where required.
- (b) Consider and determine interstate Transfer applications lodged by Junior Players.
- (c) Consult with State Football Bodies on any proposed amendment to these Regulations.
- (d) Make such recommendations to the AFL for amendments to these Regulations as may be approved by not less than six (6) State Football Bodies.
- (e) Determine matters raised under Regulation 3.11.6. and 3.13.2

**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.

PLAYER TO COMPLETE

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.

CLUB TO COMPLETE

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:**

APPENDIX 2 PLAYER TRANSFER REFUSAL FORM

COMMUNITY FOOTBALL PLAYER TRANSFER REFUSAL FORM

To be completed (BLOCK LETTERS) and signed by either the Club President / Secretary only:-

The Football Club in the
..... Football League / Association

Refuses the transfer of (Player's full name).....

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

Wishing to transfer to theFootball Club in the
..... Football League / Association.

Based on the following reason/s: *(Please Note: A refusal can only occur where the club can substantiate the reason).*

REASON	(Please tick)
1. The Player is contracted; and/or	<input type="checkbox"/>
2. The Player is indebted to the Club; and/or	<input type="checkbox"/>
3. The Player is in possession of Club property (e.g. jumper) that needs to be returned; and/or	<input type="checkbox"/>
4. The Player wishes to withdraw their Transfer application. Clubs can only submit this as a reason for refusal where the Player has signed the Player Withdrawal of Transfer Form (which must be attached to this form).	<input type="checkbox"/>

Any further comments to support the reason above:

.....
.....
.....

It is generally expected that a club refusing a transfer of a player on one or more of the above grounds will be prepared to defend its position at a formal appeal hearing if required.

This form must be lodged with your affiliated league within six clear business days of being notified of the Player's transfer application.

Name: (Please Print)

Position:

Signature: Date:

**FORM 1**

**WORKSAFE AFL VICTORIA COUNTRY
NOTICE OF APPEAL – REGULATION 7.4.2**

TO: AFL Victoria Country Football Development Manager
(area)
(address)

*I,
of

** Player to complete*

GIVE NOTICE that I:-

appeal to the AFL Victoria Country Area Appeals Committee in respect of a
decision by theClub/League

Enclosed with this Notice of Appeal is:

- (a) the sum of \$250.00 for costs of the Appeal
- (b) a further sum of \$500 (Senior) \$250 (Junior) to be dealt with as defined in regulation 7.4.5 (c) (ii)
- (c) a copy of the AFL Victoria Country Clearance/Registration Form initially lodged by me.

My application for a clearance should be granted for the following reasons
(list reasons, and attach pages if necessary):

.....
.....
.....
.....
.....

or

- (d) an explanation by the club of the reason(s) for their appeal
(please attach submission)

Signed:

Dated:

OFFICE USE ONLY

Received by the Football Development Manager on at(time)

Signed : Football Development Manager

***This form must be lodged no later than 9 days from the date of posting or
facsimile of the decision by the league secretary of the club which refused the
clearance.***



AUSTRALIAN FOOTBALL

PLAYER AND OFFICIAL

DEREGISTRATION POLICY

Current as at: May 2011

<p style="text-align: center;">AUSTRALIAN FOOTBALLPLAYER AND OFFICIAL NATIONAL DEREGISTRATION POLICY</p>

1. INTRODUCTION.....	3
1.1 Background	3
1.2 Definitions	3
1.3 Application.....	3
1.4 Variation.....	4
2. POLICY AIMS.....	4
3. DEREGISTRATION PROCEDURES.....	4
3.1 General	4
3.2 De-registration Process.....	5
3.2.1 Notification.....	5
3.2.2 Criteria for De-registration	5
3.3 Deregistered Players/Officials Seeking Re-registration.....	6
3.4 Appeals	6
3.5 Appeals to State Body.....	6

1. INTRODUCTION

1.1 Background

The Deregistration 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/officials who could pose an unacceptable risk to other players/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/officials.

1.2 Definitions

Club means an Australian football club entitled to field a team in a competition conducted by a League.

Deregistration means the withdrawal of a Player's permit to play or an Official's capacity to officiate in any form of Australian football.

League means a league associated with a State Body via an affiliation agreement.

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

Official includes but not limited to coaches, assistant coaches, officers, trainers, runners, employees or any person performing any duties (paid or unpaid) for or on behalf of a Club, League or State Body.

Player means a player who participates in any Australian football match administered by a League.

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

- (a) AFL NSW/ACT
- (b) AFL Queensland
- (c) AFL Northern Territory
- (d) AFL Tasmania
- (e) AFL Victoria
- (f) South Australian National Football League
- (g) West Australian Football Commission

Suspension means a period during which a Player or Official is not allowed to play or officiate in a game of Australian football.

1.3 Application

- (a) The Deregistration Policy applies to all State Bodies and their affiliated Leagues and Clubs.

- (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 tribunal 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) (at any level) 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;
- (d) Prevent a Player from transferring between Leagues with the view to creating a "clean slate" with the new League. The tribunal history shall follow the Player to allow the new League to make an informed judgement regarding initial registration taking into account past and current tribunal sentences.

3. DEREGISTRATION PROCEDURES

3.1 General

- (a) The full tribunal 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 Transfer Regulations, as amended from time to time). It is noted that **all guilty verdicts** determined by a League (tribunal, investigation, appeal or similar process) shall be forwarded to the new League for their records together with the clearance / transfer details.
- (b) The full tribunal history of a Player (including tribunal record at all previous league/s) shall be considered when determining penalties for offences and also potential Deregistration.
- (c) A League that suspects that an Official may have a tribunal 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 would only consider such sentences relevant to possible Deregistration if and when the Suspension from such suspended sentence is served.

3.2 Deregistration Process

3.2.1 Notification

(a) Leagues

- i) State Leagues must advise all Clubs of the details of the policy and make the policy readily available to their Clubs, Players and Officials.
- ii) Once a Player/Official has accumulated a Suspension history of ten (10) weeks or more, the League must advise the Player/Official and their Club in writing that the Player/Official faces the risk of automatic Deregistration should the Player/Official incur further Suspension(s) that results in him/her reaching or exceeding the sixteen (16) week total Suspension history.
- iii) Notification of Deregistration shall be made in writing to the Player/Official and their Club.
- iv) State Bodies shall be notified in writing of all decisions to deregister a Player/Official, by the Player's/Official's Club. A central database of all deregistered players/officials will be kept by all State Bodies.
- v) Should a Player/Official's tribunal history already have reached or exceed a combined total of sixteen (16) weeks 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 automatic 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.

3.2.2 Criteria for Deregistration

(a) Players

- i) Players shall be automatically deregistered and not allowed further registration with the same or another League if the Player has **accumulated a combined total of sixteen (16) weeks Suspension (or greater)** in a football career (including AFL career, subject to section 3.2.2(a)(iii) below).
- ii) For the avoidance of doubt, only Suspension periods served by a Player after attaining the age of 16 years will count for the purposes of this Deregistration policy.

- iii) Any Suspension period served by a Player during his AFL career shall carry over, however such Suspension period shall be halved for the purposes of this Deregistration policy. For example, if a Player receives a total of six (6) weeks Suspension whilst playing in the AFL, only three (3) weeks shall carry over for the purposes of this Deregistration policy.

First Offence

- iv) Should a Player receive sixteen (16) weeks or more Suspension as a "first offence" it shall be at the Leagues discretion as to whether or not that Player will be deregistered, following his/her Suspension.

(b) Officials

Officials shall be deregistered and not allowed to officiate in any form in the same or another League if they have accumulated a combined total of sixteen (16) weeks Suspension (or greater) throughout their whole Australian football career.

(c) Players / Officials

A combined total of sixteen (16) weeks or greater as a Player and/or Official shall result in automatic Deregistration.

3.3 Deregistered Players/Officials Seeking Re-registration

- (a) A Player/Official shall not be eligible for re-registration unless the Player or Official gains an exemption to reregister from the relevant State Body. Such exemption shall only be granted under exceptional circumstances (i.e. where the relevant State Body is satisfied that the Player/Official is genuinely rehabilitated and unlikely to re-offend).
- (b) A deregistered Player cannot officiate in or at any Australian football match unless an exemption is given by the relevant State Body.
- (c) A deregistered Official cannot participate as a Player or officiate in or at any Australian football match.
- (d) A deregistered Player/Official who is successful in gaining an exemption to play/officiate and subsequently re-offends will automatically be deregistered with no further right to apply for an exemption or to appeal.

3.4 Appeals

After a Player/Official has been deregistered in accordance with section 3.2 above, that Player/Official may appeal to their State body in accordance with the rules set out in section 3.5 below.

3.5 Appeals to State Body

- (a) A deregistered Player/Official can appeal a decision of their State Body in accordance with their State Body's rules, regulations, by-laws and/or guidelines regulating tribunal and appeals procedures, as amended from time to time.

- (b) It is the obligation of the Player/Official to present their case with all necessary witnesses and relevant documents to the State Body and show cause why he/she should be reregistered.
- (c) A Player/Official may only submit one (1) appeal in any one Australian football season.
- (d) Such appeal shall be heard within a period determined by the State Body.
- (e) Notwithstanding any provision within a State Body's rules, regulations, by-laws and/or guidelines, the State Body reserves the right, in its absolute discretion, to impose any time limits relating to appeals as it deems appropriate.
- (f) The decision of the State Body shall be final and binding on all parties.



STANDARD PLAYING CONTRACT

PLAYER COPY / CLUB COPY / LEAGUE COPY (IF REQUIRED)

This contract is entered into by:

_____ ("the player")

AND

_____ Football Club ("the club") as a member club of the

_____ Football League ("the league")

The player shall play for the club for the following playing season(s) _____

The player agrees to play with the club in accordance with the following terms and conditions:-

PLAYER OBLIGATIONS

- 1.1 Attend all training sessions and team meetings of the Club.
- 1.2 Obey all reasonable directions of the Senior Coach, President, and Secretary of the Club.
- 1.3 Play in all football matches in which he is selected to play or as otherwise directed by the Club unless a duly qualified Medical Practitioner rules him unfit to play.
- 1.4 Comply with all reasonable requirements of the Club relating to preparation for matches, attendance at social functions, behaviour and dress and to attend all club functions.
- 1.5 Not play or train for Australian Football with any other Club or team (save for a VCFL representative team or the league representative team) without first obtaining the consent in writing of the Club.
- 1.6 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.
- 1.7 Maintain membership of recognised hospital and medical benefits fund which provides hospital, medical and dental benefits coverage and must have ambulance subscription.
- 1.8 Not engage in any dangerous activity which in the opinion of the Club may affect the Player's ability to perform his obligations under this Contract without first obtaining the consent in writing of the Club.
- 1.9 Not comment on a matter which the club has notified the Player is a matter upon which the Players of the Club are not to comment publicly.

PLAYER BOUND TO RULES

- 2.1 The Player hereby agrees with the Club that he is bound by:-
 - (a) the Rules and Regulations of the Club;
 - (b) the Rules and Regulations of the League within which the Club plays (including requirements of players and clubs regarding registration); and
 - (c) the Rules and Regulations of the Victorian Country Football League Inc. including any modifications thereof made from time to time ("the Rules").

DISPUTE

- 3.1 In the event of a dispute arising between the parties during the term of this Contract or following the termination hereof, the matter may be referred for determination to the 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 VCFL Appeals Board may adjudicate upon any dispute in accordance with its rules in force at the time.

TERMINATION

This Contract may be terminated by:

- 4.1 The Club if the Player is in breach of any of his obligations hereunder and the breach continues for a period of 14 days after notice in writing by the Club to the Player requiring the breach to be remedied.
- 4.2 The Player if the Club is in breach of any of its obligations hereunder and the breach continues for a period of 14 days after notice in writing by the Player to the Club requiring the breach to be remedied.
- 4.3 The Player immediately by notice in writing given to the Club upon his name being included, in accordance with the Rules of the Australian Football League ("the AFL"), on the official list of players of any team competing in the AFL competition

DURATION OF CONTRACT

- 5.0 The player will remain contracted with the club named on the reverse side of this form until the expiration of the contract which shall be on the 31st of October of the year or final year first therein before mentioned. It is noted and agreed to by all parties to this contract that the VFL and or AFL contract will take precedence over this contract and that the rules and regulations of the VFL of AFL will be adhered to.

PAYMENT BY CLUB TO PLAYER

- 6.0 The club agrees to pay the player in accordance with the following payment schedule:-

Match payments:	\$ _____	(Per senior match played)
Incentives:	\$ _____	(Details):
	\$ _____
	\$ _____

Manner and dates for payment (e.g. After each home match etc).

.....

.....

.....

This Contract entered into this day of 20.....

Signed by the said)
In the presence of)

.....
Witness

.....
Witness name

Signed by the)
Football Club by)
In his capacity as)

.....
Witness

.....

WorkSafe AFL Victoria Country

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