

National Registration Regulations

1st January 2007

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Objectives and Application

These National Registration Regulations specify the regulations applicable for the conduct of football competitions and matches in Australia. In particular, the Regulations regulate the eligibility, registration, contracting, payments, and loan and transfer of players who enter into, participate in, and leave football in Australia.

The National Registration Regulations form part of the FFA Statutes that specify the rules and regulations for the administration of the playing, participating, coaching and officiating in football within FFA's jurisdiction.

1.1 Objectives

The objectives of the National Registration Regulations are to:

- (i) promote, develop and protect the game of football in Australia in all its forms for participants of all abilities and skill;
- (ii) ensure football is regulated in a consistent and co-ordinated manner across the states, territories, districts, zones and clubs;
- (iii) ensure young players and officials are adequately protected;
- (iv) provide for stability in the contractual relations between clubs and professional players;
- (v) develop elite pathways and career paths for football players and officials within Australia;
- (vi) maximise the attractiveness of football and Australia's international competitiveness in world football; and
- (vii) align the Australian registration system with FIFA Statutes and AFC Statutes.

1.2 Application and Scope

These Regulations:

- (i) apply to FFA, Member Federations, District Associations, Clubs, Players, Officials and Agents (*Members*);
- (ii) apply to all forms of organised football under FFA's jurisdiction, including eleven-a-side, modified football, futsal, indoor and beach football;
- (iii) continue to apply to a Member even after that Member's association, registration, employment or engagement has ended, if that Member breached these Regulations while a current Member;
- (iv) form part of the FFA Statutes to which all Members are bound; and
- (v) do not limit or restrict the application of FIFA Statutes, especially in relation to the international transfer of players, or AFC Statutes.

1.3 FFA Jurisdiction and Obligations

- (a) FFA, as the member of FIFA for Australia, is responsible for the organisation, promotion and administration of football throughout Australia.

 Accordingly, it has jurisdiction over all Matches and Competitions within Australia and, in particular, National Championships, National Leagues and Matches involving National Teams.
- (b) FFA must:
 - (i) comply with these Regulations and ensure that any Competition Rules are not inconsistent with these Regulations;
 - (ii) ensure compliance of these Regulations by Clubs, Players and Officials;
 - (iii) investigate any complaint about a breach of these Regulations by or against a party within its jurisdiction;
 - (iv) impose disciplinary sanctions against a party within its jurisdiction found to have breached these Regulations; and
 - (v) provide appropriate education and training to those who manage and implement these Regulations.



1. Objectives and Application

1.4 Member Federation Jurisdiction and Mandate

- (a) Each Member Federation, as a member of FFA, is responsible for the organisation, promotion and administration of football throughout its own state, territory or regional jurisdiction. Accordingly, a Member Federation has jurisdiction to stage or sanction Competitions or Matches within its own boundaries.
- (b) FFA grants each Member Federation a mandate to govern the implementation and enforcement of these Regulations within that Member Federation's jurisdiction. That mandate remains in force until suspended or revoked by FFA in writing for serious or persistent breaches of the Regulations.
- (c) A Member Federation must:
 - (i) comply with these Regulations and ensure that any Competition Rules are not inconsistent with these Regulations;
 - (ii) ensure compliance of these Regulations by Competition Administrators, Clubs, Players and Officials within its jurisdiction;
 - (iii) investigate any complaint about a breach of these Regulations by or against a party within its jurisdiction;
 - (iv) impose disciplinary sanctions against a party within its jurisdiction found to have breached these Regulations; and
 - (v) provide appropriate education and training to those who manage and implement these Regulations.



Competitions and Clubs 2.1 Registration of Competitions

A Competition must be registered with FFA by the Competition Administrator using Prescribed Form 01 (Application for Registration of Competition) in the manner as prescribed by FFA from time to time. By the act of registration the Competition Administrator agrees to comply with FFA Statutes,

2.2 Competition Rules

- (a) A Competition Administrator must have Competition Rules to govern the administration and management of the Competition under its control.
- (b) Competition Rules:
 - (i) may cover areas relating to the management and rules of the Competition, including:

including these Regulations, the Code of Conduct and the Grievance Resolution Regulations.

- a. Season draws and fixtures;
- b. Competition format and points or placing system;
- c. substitutions and technical areas;
- d. minimum and maximum player rosters;
- e. minimum and maximum player payments; or
- f. any other matter referred to in these Regulations;
- (ii) may include procedural requirements to facilitate the staging of the Competition;
- (iii) may include age appropriate requirements, including modified teams, rules or field restrictions, or gender specific requirements, including females participating in male teams or Competitions;
- (iv) cannot be inconsistent with any term of these Regulations, the Laws of the Game or the Disciplinary Regulations; and
- (v) must be submitted to the relevant Member Federation for approval prior to application to that Competition.

2.3 Registration of Clubs

- (a) A Club must be registered with FFA using Prescribed Form 02 (Application for Registration of Club) in the manner as prescribed by FFA from time to time. By the act of registration a Club agrees to comply with FFA Statutes, including these Regulations, the Code of Conduct and the Grievance Resolution Regulations.
- (b) If a Club wants to participate in a Competition under the jurisdiction of a Member Federation other than where that Club is domiciled, that Club must apply to FFA for approval. FFA will determine the matter in its absolute discretion and may take into account the following considerations:
 - (i) whether the former or prospective Member Federations agree to the application;
 - (ii) the integrity of the former or prospective Competitions;
 - (iii) development of the game in Australia; and
 - (iv) any other factor considered relevant in all the circumstances.

2.4 Institute Teams

- (a) FFA acknowledges the importance of the Institutes to the development of elite players in Australia. If a Competition Administrator refuses an Institute's application to participate in a Competition, that Institute can apply to FFA to have Institute teams or players participate in a Competition.
- (b) FFA will determine the matter in its absolute discretion and may take into account the following considerations:
 - (i) the reasons why the Competition Administrator refused the application;
 - (ii) the integrity of the Competition;
 - (iii) the development pathway of elite players in Australia;
 - (iv) development of the game in Australia; and
 - (v) any other factor considered relevant in all the circumstances.



Status of Players

3.1 Amateur or Professional Player

- (a) A Player participating in football is either an Amateur or a Professional.
- (b) A Professional is a Player who has a written contract with a Club, under which he or she is paid to play football for that Club.
- (c) An Amateur is any Player that is not a Professional. A Club may pay or reimburse a Player any expenses incurred by that Player without affecting the amateur status, including for travel, kit, equipment or insurance premiums. If, however, an Amateur is paid or reimbursed more than \$100 a week by a Club, the onus is on that Club to satisfy the Competition Administrator that the amount paid accurately reflects the expenses incurred by that Amateur. If the Club fails to satisfy this onus, that Player will be deemed to be a Professional.

3.2 Age Restrictions

- (a) A person under the age of 5 years cannot register as a Player under these Regulations, unless Competition Rules specifically allow players under 5 to be registered if they turn 5 during that current Season.
- (b) A Player must not be signed as a Professional if they are under the statutory school leaving age in the State where the Player wants to be registered.

The time for determining relevant age is at the time of proposed registration or signing.

3.3 Reacquisition of Amateur Status

- (a) A Player registered as a Professional cannot re-register as an Amateur until at least 30 days after his or her last Match as a Professional. Acknowledging that Australia has only one Competition involving full time Professionals and the different Season timings between FFA and Member Federation Competitions, Competition Rules may provide an exception to allow a Professional in the A-League to return to a Competition as an Amateur with a shorter stand down period.
- (b) No compensation is payable on the reacquisition of Amateur status. If a Player re-registers as a Professional within 30 months of being reinstated as an Amateur, then Training Compensation may be paid, if applicable, in accordance with article 10.

3.4 Termination of Activity

A Professional who ends his or her career on the expiry of a Professional Player Contract and an Amateur who terminates his or her activity will remain registered at FFA for a period of 30 months from the date the Player made his or her last appearance for a Club in a Match.



Registration of Players

4.1 Freedom of Choice

- (a) A Player may apply to be registered with any Club of his or her choice.
- (b) A Competition Administrator or Club can only refuse to accept an application from a Player based on legitimate competition reasons in accordance with Competition Rules, including restrictions on the number of players, available fields or coaches.

4.2 Registration Mandatory

- (a) A Player must be registered with FFA before he or she can play for a Club as either a Professional or an Amateur. By the act of registration, a Player agrees to abide by FFA Statutes and, if applicable, FIFA Statutes and AFC Statutes.
- (b) A Club must not play any person in any Match unless that person is registered with FFA as a Player with that Club in accordance with this article 4.

4.3 Process for the Registration of an Amateur

- (a) The registration of an Amateur with a Club is effective from the date the Prescribed Form 03 (Registration of Amateur Player) is signed by both the Player (or the Player's parent or guardian if that Player is a Minor) and the Club.
- (b) If a Player is registering for the first time, that Player must provide the Club with:
 - (i) evidence of name and age, by producing an original birth certificate, passport or drivers' licence; and
 - (ii) a recent photograph
- (c) The Club must then lodge the signed Prescribed Form with the Competition Administrator in accordance with any timeframes specified in Competition Rules.
- (d) The Competition Administrator must provide FFA with copies of all the received Prescribed Forms within 30 days of the start of the Season and any subsequent registration changes in a manner to be determined by FFA. If they are not received within this timeframe, FFA has the right to annul or suspend those registrations.
- (e) The registration of an Amateur continues for a Season and, unless it is terminated earlier in accordance with article 9.2, ends on the later of the end of the Season or the time as specified in the Competition Rules.

4.4 Application Process for Registration of a Professional

- (a) A Player is eligible to be registered with FFA as a Professional with a Club only if:
 - (i) the Club with which the Player wishes to be registered has lodged with its Competition Administrator:
 - a. an original, signed Application to Register Professional Player Form in the Prescribed Form 04, including evidence of age and, if applicable, the right to work in Australia; and
 - b. an original Professional Player Contract signed by the Club and the Player seeking to be registered; and
 - (ii) the application is lodged during a Registration Period or otherwise in accordance with these Regulations.
- (b) The registration of a Professional with a Club is effective from the date of registration as entered by the Competition Administrator on the Prescribed Form and continues in accordance with the Professional Player Contract.
- (c) Each Competition Administrator must provide FFA with copies of all the received Prescribed Forms within 30 days of the end of Registration Periods in a manner to be determined by FFA. If they are not received, FFA has the right to annul or suspend those registrations.

4.5 International Transfer Certificate

- (a) If a Player was previously registered with an International Club, FFA needs to request an International Transfer Certificate or an International Futsal Transfer Certificate (ITC) from the National Association of that International Club. The last date on which FFA can request an ITC is the last day of a Competition's Registration Period.
- (b) FFA cannot register a Player unless and until the ITC is received.
- (c) An ITC is not required for a Player under the age of 12 years.

4.6 Registration Periods

- (a) A Player may be registered only during one of two Registration Periods set or approved by FFA from time to time comprised of:
 - (i) a maximum 12 week period to begin after the completion of a Season and before the start of the next Season; and
 - (ii) a maximum 4 week period to occur in the middle of a Season.
- (b) The dates of the Registration Periods for:
 - (i) a National League are as specified in the Competition Rules for that National League; and
 - (ii) a Member Federation Competition are as approved by FFA and as specified in the Competition Rules for that Competition.
- (c) Registration Periods do not apply to Competitions in which only Amateurs participate. For such Competitions, the Competition Administrator must specify any timeframes within which Players may be registered in the Competition Rules.
- (d) For a Competition in which both Amateurs and Professionals play, the Competition Rules may allow Amateurs to be registered outside Registration Periods.

4.7 Registrations Outside Registration Periods

FFA or a Member Federation (as the case requires) may register a Player outside the Registration Periods if:

- (i) that Player is not bound by a playing contract before the expiry of the Registration Period, provided it is satisfied that the Player made a bona fide effort to obtain employment at the expiration of his or her last playing contract;
- (ii) that Player is a goalkeeper and FFA or the Member Federation has been satisfied that the Club has a justifiable reason for the request and has provided appropriate evidence; or
- (iii) FFA or the Member Federation is satisfied in its absolute discretion that exceptional circumstances exist, including if a Player terminated his Professional Player Contract for Just Cause.

4.8 Player Passport

- (a) Each Player registered with FFA must have a Player Passport containing the relevant details of the Player in the Prescribed Form 07 (Player Passport) and the clubs for which the Player has been registered since the season of his or her 12th birthday. If a birthday falls between seasons, the Player must be listed in the player passport for the club for which he or she was registered in the Season following his or her birthday.
- (b) Player Passports are required for the international movement of Players and facilitate the payment of Training Compensation and Solidarity Contribution in accordance with article 10.
- (c) Member Federations and Clubs must assist FFA in the implementation and completion of Player Passports.

4.9 Prohibition on Dual Registration

- (a) A Player can be registered with only one Club at a time.
- (b) A Player registered with FFA can play only for the Club nominated on the Prescribed Form unless the Player is playing:
 - (i) for a Representative Team;
 - (ii) for an A-League Club as a Replacement Player or is an A-League Player on loan to a Club or Institute (in accordance with the A-League Competition Rules);
 - (iii) for a futsal Club for which that Player is also registered;
 - (iv) for a schools team that is not a Club;
 - (v) in a benefit, testimonial or charity match if that Player has written special permission from FFA or a Member Federation as the case requires;
 - (vi) in a trial match provided the Player has the written permission of his or her Club and plays in no more than 2 trial matches or such other number of mathes as may be specified in Competition Rules; or
 - (vii) any other exceptional circumstances approved by FFA in its absolute discretion.
- (c) A Player may be registered for a maximum of three Clubs during the period from 1 January until 31 December. During this period, the player is only eligible to play in Matches for two Clubs.

4.10 Registration Fees

- (a) A Club is able to charge a reasonable fee to Players provided that:
 - (i) it discloses in a form approved by FFA all fees, levies and charges imposed by the Club and its District Association or Member Federation;
 - (ii) the National Registration Fee payable to FFA and any insurance component is identified by name and amount; and
 - (iii) the fee reflects actual expenses related to the Player's participation in a Competition.
- (b) The onus is on the party imposing the fee, levy or charge to satisfy FFA that it is reasonable.



Visa Player and Guest Player

5.1 Player from an International Club

If a Player was previously registered with another National Association, the provisions of the FIFA Regulations for the Status and Transfer of Players must be complied with, including the receipt by FFA of a valid ITC from that National Association.

5.2 Visa Player

- (a) If a Club wants to register a Visa Player as a Professional, that Club must ensure it meets all the legal requirements pertaining to the obtaining and maintaining of a valid visa or work permit for that Visa Player, including, where applicable, a letter of endorsement from FFA, the payment of any minimum salary and any sponsorship requirements.
- (b) These Regulations apply equally to Visa Players, including the submission of Prescribed Forms, Registration Periods, Professional Player Contracts and International Transfer Certificates.
- (c) Competition Rules may specify additional rules for Visa Players, including:
 - (i) the term of a Professional Player Contract is not to exceed the term of the visa issued to that Visa Player;
 - (ii) to ensure the integrity of the Competition and the objectives of these Regulations are maintained; and
 - (ill) any maximum number of Visa Players per Club per Season.

5.3 Guest Player

- (a) These Regulations apply equally to Guest Players, including the submission of Prescribed Forms, Professional Player Contracts and International Transfer Certificates.
- (b) If a Competition wants to allow Guest Players, the Competition Rules need to ensure:
 - (i) the integrity of the Competition is maintained, including any finals series; and
 - (ii) any additional rules are clearly specified, including any minimum or maximum numbers of Guest Players or Matches to be played.



Contracting

6.1 Professional Player Contract

A player contract between a Club and a Professional must:

- (i) be in the form of the Professional Player Contract (Prescribed Form 05). For the avoidance of doubt, the body of the Professional Player Contract cannot be amended:
- (ii) be for a term of not less than from the date of registration until the end of the Season;
- (iii) subject to article 8 in relation to Minors, be for a term of no more than 5 years; and
- (iv) have an expiry date of no later than 30 days after the last Match in the final year in which the Player's services are to be provided or as otherwise specified in Competition Rules.

6.2 Not Subject to Medical Examination or Visa

The validity of a Professional Player Contract must not be made subject to the positive results of a medical examination or to the acquisition of a visa or work permit. The prospective Club must make any necessary investigation, study, test, medical examination or other appropriate action before entering into the Professional Player Contract.

6.3 Restrictions on Negotiations

A Club who wants to conclude a contract with a Professional who is subject to an existing playing contract, must:

- (i) notify the Player's Club and the Player in writing before it begins negotiations with that Player; and
- (ii) not conclude any contract with that Player until his current contract has expired or will expire within 6 months.

6.4 Additional Futsal Requirements

- (a) A Professional under contract with an eleven-a-side Club may sign a second Professional Player Contract with a different futsal Club only if he or she obtains the prior written consent of that eleven-a-side Club.
- (b) A Professional under contract with a futsal Club may sign a second Professional Player Contract with a different eleven-a-side Club only if he or she obtains the prior written consent of that futsal Club.

6.5 Additional A-League Requirements

The form of the Professional Player Contract for the A-League is for a full time employee and is as prescribed in the A-League Competition Rules.



Contractual Stability

7.1 Respect of Contract

- (a) A Professional Player Contract must be respected by all parties and cannot be unilaterally terminated or terminated other than in accordance with this article 7.
- (b) A Professional Player Contract can be terminated only in one of the following circumstances:
 - (i) on expiration of its term;
 - (ii) by mutual written consent between the Club and the Professional in the Prescribed Form 09 (Mutual Termination of Professional Player Contract);
 - (iii) by a Club for Just Cause; or
 - (iv) by a Professional for Just Cause, including Sporting Just Cause.

7.2 Termination for Just Cause

- (a) If a party wants to terminate a Professional Player Contract for Just Cause, that party must provide written notice to the other party specifying the reasons for the termination and copy the Competition Administrator (*Termination Notice*).
- (b) If a party wants to dispute a Termination Notice, that party must within 7 days of receipt of that Termination Notice refer the purported termination to the relevant Competition Administrator's Grievance Resolution Regulations (copied to FFA) and the Professional Player Contract will not be terminated until the processes promulgated by Grievance Resolution Regulations have been exhausted or terminated.
- (c) If the Termination Notice is not disputed or if the Competition Administrator does not receive a copy of the dispute notice within the 7 days, the Player will be automatically de-registered with that Club effective from the expiration of those 7 days.
- (d) If a party terminates a Professional Player Contract for Just Cause:
 - (i) the termination is without prejudice to any other right or remedy that party may have against the other party. Accordingly, a party may initiate a Grievance to recover any fees owing or compensation; and
 - (ii) and that party is the Professional, that Professional is entitled to transfer as a free agent to the football club of his or her choice. Accordingly, the Professional's Club is not entitled to a Transfer Fee or Training Compensation.

7.3 Termination for Sporting Just Cause

- (a) A Professional has Sporting Just Cause to terminate his or her Professional Player Contract if that Professional:
 - (i) has appeared in less than 10% of Matches played by the Professional's Club during the Season for which the Player has made himself or herself available; or
 - (ii) can otherwise establish Sporting Just Cause. Sporting Just Cause is to be established on a case by case basis depending on the particular circumstances of the Professional, including:
 - a. any injury or illness sustained;
 - b. any suspension incurred;
 - c. field position and position in the team (such as reserve goal keeper);
 - d. age; and
 - e. reasonable expectations on the basis of past career.



- (b) If a Professional is of the view that he or she can establish Sporting Just Cause:
 - (i) that Professional must within 7 days after the last Match in which the Club participates in a Season give written notice to the Club setting out the particulars of the Sporting Just Cause;
 - (ii) the Club must within 7 days of receipt of the Player's notice notify the Player in writing as to whether the Club consents to the termination of the Professional Player Contract for Sporting Just Cause; and
 - (iii) if the Club does not consent and the Player wants to dispute that decision, he or she must issue a notice in accordance with the Grievance Resolution Regulations.
- (c) If a Professional terminates his or her Professional Player Contract for Sporting Just Cause in accordance with this article 7:
 - (i) the Club must pay the Professional all annual salary, match payments and other amounts due up to the date of termination;
 - (ii) the Professional is entitled to transfer as a free agent to the football club of his or her choice; and
 - (iii) the Professional's registration with that Club will be removed by FFA.

7.4 Consequences of Termination Without Just Cause

- (a) If a Player terminates a Professional Player Contract without Just Cause or Sporting Just Cause:
 - (i) the termination is without prejudice to any other right or remedy that the Club may have, including the initiation of a Grievance to recover compensation; and
 - (ii) the Player may also be subject to disciplinary sanctions in accordance with article 14, including ineligibility to register with a new club for a specified period of time.
- (b) If a Club terminates a Professional Player Contract without Just Cause:
 - (i) the termination is without prejudice to any other right or remedy that the Player may have, including the initiation of a Grievance to recover compensation:
 - (ii) that Club may also be subject to disciplinary sanctions in accordance with article 14, including a ban on the registration of players for a specified period of time; and
 - (iii) Training Compensation is not payable to that Club (which is without prejudice to the rights of other relevant previous Clubs).
- (c) Any Club signing a Professional who has terminated his or her previous Professional Player Contract without Just Cause is deemed, unless established to the contrary, to have induced that Professional to commit a breach and is subject to a disciplinary sanction.
- (d) Any person subject to FFA Statutes, including an Official and an Agent, who acts in a manner designed to induce a breach of contract between a Professional and a Club in order to facilitate the transfer of a Player, will be subject to a disciplinary sanction.

7.5 No Unilateral Options

No party to a Professional Player Contract can have a unilateral option to renew that Professional Player Contract. Both parties must agree to a renewal and the terms of that renewal.



Protection of Minors

- (a) For a Minor, the Professional Player Contract must be:
 - (i) signed by the Minor and a parent or legal guardian; and
 - (ii) for a term not exceeding 3 years.
- (b) A Minor is not permitted to transfer to an International Club, unless the Minor's family moves internationally to the country in which the new International Club is located for reasons that are not linked to football. FFA would be satisfied that the Minor's family moved internationally for reasons that are not linked to football on production of documents, including original or original certified copies of:
 - (i) the notice of departure of the parents issued by the competent Australian authority;
 - (ii) the visa for the parents issued by the competent authority of the International Club's country;
 - (iii) lease of premises in the new country;
 - (iv) letter from the new employer or copy of the employment contract of one of the parents; or
 - (v) confirmation from the school that the Minor (or his or her siblings) attend.
- (c) Any person subject to FFA Statutes, including a Club, an Official or an Agent, cannot encourage or assist a player to internationally transfer under the age of 18 years other than in accordance with this article 8.



Transfers and Loans

9.1 Transfers and Loans

- (a) The movement of the registration of an Amateur during a Season is governed by article 9.2.
- (b) The transfer or loan of a Professional is permissible only with the written consent of the Player, the Player's Club and the Club to which the Player wants to transfer or loan. A Club must apply to FFA for the transfer or loan of a Professional in accordance with article 9.3.
- (c) A loan is subject to the same rules that apply to the transfer of a Player, with the following additional rules:
 - (i) the minimum period of a loan is the time between two Registration Periods;
 - (ii) once accepted, a loan will continue in force until the expiry date of the period of the loan (unless it is terminated earlier in accordance with the terms of the loan or these Regulations). For the avoidance of doubt, a Professional must be contracted for the entire period of the loan;
 - (iii) a Club that has accepted a Professional on a loan basis is not entitled to transfer that Professional to a third club without the written authorisation of the club that released the Professional on loan and the Professional; and
 - (iv) on termination of a loan, the registration reverts immediately to the Club from which the registration was transferred.
- d) For the avoidance of doubt, the loan of an Amateur is not permitted.

9.2 Mid-Season Movement of an Amateur

- (a) An Amateur cannot be transferred within Australia or loaned.
- (b) If an Amateur no longer wants to play for his or her Club, he or she may allow the registration to elapse. If the Amateur wants to change Clubs during a Season, the Amateur needs to complete and sign the Notification of Cancellation of Amateur Registration in the Prescribed Form 08 and send it to the Club, copied to the Competition Administrator.
- (c) If a Club no longer wants an Amateur to play for the Club, that Club needs to complete the Notification of Cancellation of Amateur Registration in the Prescribed Form 08, detailing the reason and send it to the Competition Administrator, copied to that Amateur.
- (d) The de-registration is effective:
 - (i) immediately when the Prescribed Form 08 is signed by both the Club and the Player; or
 - (ii) 7 days from the date the Prescribed Form 08 signed by one party was lodged with the Competition Administrator, unless a Grievance has been initiated with the Competition Administrator in accordance with article 16.2.
- (e) The Competition Rules under which the Club is bound may provide for a proportionate refund of registration fees to the Amateur in certain no fault circumstances on de-registration.
- (f) If an Amateur wants to change Clubs during a Season, that Amateur must lodge with the Competition Administrator of the new Club:
 - (i) a copy of the Notification of Cancellation of Amateur Registration in the Prescribed Form 08 signed by either the Amateur or the previous Club (as the case requires); and
 - (ii) an original, Supplementary Registration Form in the Prescribed Form 11, signed by the Club and the Amateur (or the Amateur's parent or guardian if that Amateur is a Minor).
- (g) The registration of an Amateur with the new Club is effective from the date the Prescribed Form is signed by both the Player and the Club and continues until the end of the Season (or as otherwise specified in the Competition Rules).



9.3 Application for the Transfer or Loan of Professional

- (a) A Club may apply to FFA for the transfer or loan of a Professional by lodging with its Competition Administrator:
 - (i) an original, signed Application to Register Professional Player Form in the Prescribed Form 04, including evidence of age and, where applicable, the right to work in Australia;
 - (ii) an original Application for Transfer or Loan Form in the Prescribed Form 06 signed by the new Club and the Professional and, if within Australia, the former Club;
 - (iii) an original Professional Player Contract signed by the Club and the Player seeking to be registered; and
 - (iv) if a loan, a copy of any written loan agreement signed by the new Club, former club and the Professional.
- (b) The application must be lodged during a Registration Period or otherwise in accordance with these Regulations, including the receipt of an ITC where applicable.
- (c) The registration of a Professional with a Club is effective from the date of registration as entered by the Competition Administrator on the Prescribed Form and continues in accordance with the Professional Player Contract.

9.4 Additional A-League Requirements

- (a) A Player may be loaned to an A-League Club as a Replacement Player on a short term basis in accordance with the A-League Competition Rules and article 9.3.
- (b) An A-League Club cannot transfer or loan a Professional:
 - (i) to another A-League Club; or
 - (ii) to a Member Federation Club or Institute during the term of his Professional Player Contract unless the A-League Club can satisfy FFA that exceptional circumstances exist. In making its determination, FFA will consider factors such as:
 - a. requirement for rehabilitation from injury;
 - b. whether the Player was a reserve goalkeeper;
 - c. requirement for match time for the development of elite Players; and
 - d. integrity of the Member Federation Competition.

9.5 International Transfer or Loan of Professional

- (a) If an A-League Club wants to transfer or loan a Professional to an International Club:
 - (i) it must obtain FFA's prior written consent; and
 - (ii) if consent is provided, the National Association of the International Club to which the Player wants to transfer must request and obtain an ITC from FFA in accordance with FIFA Statutes.
- (b) If a Club (other than an A-League Club) wants to transfer a Player or loan a Professional to an International Club, it does not need FFA's consent, but the National Association of the International Club to which the Player wants to transfer must request and obtain an ITC from FFA in accordance with FIFA Statutes.

9.6 Receipt of Prescribed Forms by FFA

A Competition Administrator must provide FFA with copies of all the received Prescribed Forms within 30 days of the end of Registration Periods and thereafter any changes to registration on a monthly basis in a manner to be determined by FFA. If they are not received, FFA has the right to annul or suspend those registrations.



10. Training Compensation, Transfer Fees and Solidarity Contribution

Training Compensation, Transfer Fees and Solidarity Contribution

10.1 FIFA Statutes

- (a) Part VI of the FIFA Regulations for the Status and Transfer of Players specifies the regulations on Training Compensation and the Solidarity Contribution that apply to the international movement of Players. Any Club that wants to claim Training Compensation or a Transfer Fee for a Player from an International Club must do so through FFA.
- (b) These Regulations promulgate the application of those FIFA Regulations to the Australian domestic system taking into account the Australian structure of Member Federations and a single national league as well as the need to compensate Clubs that invest in the training and education of young Players.

10.2 Eligibility for Training Compensation

- (a) Training Compensation is due when:
 - (i) a Player is registered as a Professional for the first time; or
 - (ii) a Professional is transferred between clubs of two different National Associations, until the end of the Season of his or her 23rd birthday.
- (b) The obligation to pay Training Compensation arises whether the transfer took place during or at the end of the player's contract.
- (c) Training Compensation is not due:
 - (i) if the former Club terminates the Player's contract without Just Cause (without prejudice to the rights of the previous clubs);
 - (ii) if the Player is transferred to a Category 4 club; or
 - (iii) if a Professional reacquires Amateur status on being transferred.

10.3 Amount of Training Compensation

- (a) If a Player signs his first Professional contract with:
 - (i) an A-League Club, the amount of Training Compensation is set at \$5,000; and
 - (ii) any other Club, the amount of Training Compensation is set at \$3,000.
- (b) To recognise the contribution made to the training and development of Players by Member Federation Clubs, if a Player signs with an A-League Club and it is only his second Club with a Professional contract, the amount of Training Compensation payable is set at \$3,000.
- (c) Except as specified above, no Training Compensation is due or payable for a Player who transfers between Clubs within Australia.
- (d) The amount of Training Compensation payable for Players to and from International Clubs is governed by FIFA Statutes and is dependent on the specified category of the new club.
- e) For the purposes of FIFA Statutes, FFA categorises the Australian Clubs as follows:
 - (i) A-League Clubs are category 2;
 - (ii) the Clubs in the premier men's Competitions in Queensland, New South Wales (excluding Northern New South Wales) and Victoria are category 3; and
 - (iii) all Clubs not specified in sub-paragraphs (i) and (ii) above are category 4.

10.4 Payment and Use of Training Compensation

- (a) When Training Compensation is payable, the new Club is responsible for paying the full amount to FFA within 30 days of registration of the Player and FFA will distribute it to any club with which that Player has been registered since he or she was 12 years of age on a pro rata basis based on the period of the Player's registration with each club (which may be identified through the Player Passport).
- (b) If a link between the Professional and any of the clubs that trained him or her cannot be established, or if those clubs do not make themselves known within 18 months of the Player's first registration as a Professional, the applicable proportion of Training Compensation will be retained by FFA. FFA must use that Training Compensation only for national youth football development programs.
- (c) Training Compensation must be used by a Club to further train and educate Players.

10.5 Transfer Fees

- (a) A Club may request a Transfer Fee for a Professional if that Club has a current Professional Player Contract with that Player. For the avoidance of doubt, this means that a Club cannot claim a Transfer Fee if the Player is out of contract, including if the Professional Player Contract has been validly terminated.
- (b) The former and prospective Clubs may negotiate the amount of a Transfer Fee, but only up to a maximum amount of 50% of the total salary owing to the Player for the remaining term of that Player's current contract.
- (c) For the avoidance of doubt, there are no transfers between A-League Clubs or of Amateurs and so no Transfer Fee can be requested, offered or paid between A-League Clubs or for an Amateur.
- (d) Any Transfer Fee payable for a Player from an International Club must be paid direct to FFA within 30 days of the date of registration of that Player where it will be paid into a separate account established and administered by FFA for the purposes of this article. If a Club receives a Transfer Fee direct from an International Club, that Club must immediately forward the full gross amount to FFA.
- (e) Any Transfer Fee payable for a Player from a Club (within Australia) must be paid by the new Club direct to its Member Federation within 30 days of the date of registration of that Player where it will be paid into a separate account established and administered by the Member Federation for the purposes of this article. If a Club receives a Transfer Fee direct, that Club must immediately forward the full gross amount to its Member Federation.
- f) FFA or a Member Federation (as the case requires) must distribute a Transfer Fee as follows:
 - (i) 10% to FFA to be used in development and elite performance programs;
 - (ii) any % owing to the Player under his Professional Player Contract with the Club;
 - (iii) a solidarity contribution of 10% in accordance with article 10.6; and
 - (iv) the balance to the Club.
- (g) If a Transfer Fee is to be paid, it must be:
 - (i) recorded on the Prescribed Form and in any transfer agreement;
 - (ii) only between the 2 Clubs involved (and not any third party); and
 - (iii) recorded in the financial accounts of the 2 Clubs involved.

10.6 Solidarity Contribution

- (a) If a Professional is transferred before the expiry of his or her Professional Player Contract, then 10% of any Transfer Fee must be deducted from the total amount and distributed by FFA as a Solidarity Contribution to the clubs involved in that Professional's training and football education over the years.
- (b) The Solidarity Contribution must be paid to the clubs with which the Professional has been registered as follows:
 - (i) 5% (or .5% of the compensation) for each Season of the 12th to the 15th birthday; and
 - (ii) 10% (or 1% of the compensation) for each Season of the 16th to the 23rd birthday.
- (c) The new Club must pay FFA within 30 days of registration of the Professional for distribution to the previous clubs.
- (d) If a link between the Professional and any of the clubs that trained him or her cannot be established, or if those clubs do make themselves known within 18 months of the Player's first registration as a Professional, the Solidarity Contribution will be retained by FFA and used only for national youth football development programs.
- (e) Solidarity Contribution must be used by a Club only to further train and educate Players.

10.7 No Other Payments

No payments may be offered, made or received relating to the movement of a Player other than in accordance with this article 10.

10.8 No Application to Futsal

The provisions on Training Compensation and the Solidarity Contribution do not apply to the transfer of Players to and from futsal Clubs.



Release of Players

11.1 National Teams

- (a) A Club is obliged to release its Players for representative teams of the country for which the player is eligible to play on the basis of nationality in accordance with Annexure 1 of FIFA Regulations for the Status and Transfer of Players.
- (b) If a Player is selected by FFA to compete for a National Team, the Player must promptly report for, and punctually attend, all national Matches, camps and training sessions.
- (c) If a Player is unable to comply with FFA's request due to injury or illness, the Player must:
 - (i) if requested by FFA, undergo a medical examination by FFA's Medical Advisor; and
 - (ii) not play for his or her Club during the period for which the Player should have been released.

11.2 Member Federation Representative Teams

- (a) A Member Federation may select a Player for that Member Federation's Representative Team:
 - (i) if that Player is registered with a Club or Institute located within that Member Federation's jurisdiction; or
 - (ii) if it satisfies FFA that special circumstances exist.
- (b) A Member Federation must give a Player and that Player's Club at least 7 days written notice before the first Match in which the Player is required to participate.
- (c) As a general rule, a Player is obliged to respond affirmatively when called up by his or her Member Federation for a National Championships or for an FFA approved Match (but not including a Member Federation friendly). A Player may refuse to comply with the request due to:
 - (i) injury or illness;
 - (ii) work or education commitments;
 - (iii) family or personal commitments;
 - (iv) affordability constraints; or
 - (v) any other reasonable justification.
- (d) If a Player refuses to play without reasonable justification, that Player must not play for his or her Club during the period for which the Player should have been released.
- (e) A Club must co-operate with its Member Federation in relation to the release of Players for official Member Federation Representative Team training, providing that reasonable notice of training times has been given.

11.3 Financial Provisions and Insurance

- (a) A Club releasing a Player in accordance with this article 11 is not entitled to financial compensation, but it is not responsible for any costs incurred as a result of the call up, including travel.
- (b) The Member Federation is responsible for ensuring that its Players are covered by appropriate insurance while on Representative Team duty.

11.4 FFA Assistance

A Member Federation may request FFA's assistance to obtain the release of a Player to that Member Federation if:

- (i) the Club refuses to release the Player; and
- (ii) the matter is referred to FFA at least 5 days before the Match for which the Player is required.



12. Player Agents and Match Agents

Player Agents and Match Agents

12.1 Player Agents

- (a) If a Player or a Club want to use the services of a third person to negotiate a Player's Professional Player Contract, that person must be a Player Agent.
- (b) If a party notifies the other party in writing that a Player Agent is to conduct the Professional Player Contract negotiations, those negotiations must be conducted with that designated Player Agent.
- (c) The name, contact details, licence number (if applicable) and signature of any Player Agent must be clearly specified where indicated in the Professional Player Contract.
- (d) A Player Agent must comply with:
 - (i) FFA Statutes, including these Regulations, the Code of Conduct and the Grievance Resolution Regulations; and
 - (ii) FIFA Statutes, including the Players' Agents Regulations.
- (e) The procedures applicable for the application for, and issuance of, a player agent's licence will be as specified by FFA from time to time in accordance with FIFA Players' Agents Regulations.
- (f) A Licensed Player Agent may represent or take care of the interests of a Player or a Club only if he or she has concluded a written contract with that Player or Club that:
 - (i) is limited to a period of 2 years;
 - (ii) expressly specifies who is responsible for paying the Player Agent's fee, the type or amount of fee and the terms for the payment of the fee;
 - (iii) is based on the Standard Representation Contract (in the form provided by FIFA or FFA from time to time); and
 - (iv) is lodged with FFA for registration within 30 days of being signed by both parties.

12.2 Match Agents

- (a) A Match Agent must comply with:
 - (i) FFA Statutes, including these Regulations, the Code of Conduct and the Grievance Resolution Regulations; and
 - (ii) FIFA Statutes, including the Regulations Governing Match Agents, including provisions relating to good reputation, professional liability insurance, written mandate and maximum commissions.
- (b) The procedures applicable for the application for, and issuance of, a Match Agent's licence will be as specified by FFA from time to time in accordance with FIFA Regulations Governing Match Agents.



Officials

13.1 Match Officials

- A person may register to become a Match Official with FFA by lodging an original Application for Registration as Match Official form in the Prescribed Form 10, signed by the applicant (or the applicant's parent or guardian if that applicant is a Minor). By the act of registration, an applicant agrees to abide by FFA Statutes.
- Once registered, an applicant must then successfully complete the accreditation process as prescribed by FFA from time to time in order to be classified as a Match Official.
- Subject to paragraph (d), an applicant must be accredited by FFA before he or she can officiate in a Match.
- In recognition of the limited number of Match Officials relative to Players, Competition Rules may provide an exemption allowing non-accredited persons to referee in specified circumstances provided that the person officiating has a good understanding of the Laws of the Game and is of suitable fitness and health.

13.2 Team Officials

FFA reserves the right to introduce a national registration process for Coaches and other Team Officials, including a requirement for national application for registration forms and standardised contracts.



Disciplinary Sanctions

Each Club, Player, Official and Agent acknowledges that in order to meet the stated objectives of these Regulations, its terms must be strictly complied with and its spirit and intent honoured and FFA and Member Federations have the right to impose disciplinary sanctions to enforce and encourage compliance with these Regulations.

The scope and implementation of disciplinary sanctions is asspecified in Part V of the FFA Statutes. This article 14 tailors that Part V to the national registration process.

14.1 Sanction against a Member Federation

If a Member Federation seriously or persistently breaches these Regulations (including in relation to the registration process), FFA may withdraw that Member Federation's mandate and take over the jurisdiction of that Member Federation as specified in article 1.4.

14.2 Sanctions Against an Entity

The following disciplinary sanctions may be imposed against an entity (including a Member Federation, District Association or Club):

- (i) a reprimand;
- (ii) a fine;
- (iii) placement of the entity on a bond;
- (iv) a deduction or loss of competition points;
- (v) ban on the registration or transfer of any Players for a specified period of time;
- (vi) annulment of the registration of a Player;
- (vii) suspension from participation in a Match or Matches;
- (viii) exclusion, suspension or expulsion from a Competition; or
- (ix) such other disciplinary sanctions or measures as is appropriate in all the circumstances, including as prescribed in the FIFA Statutes or FFA Statutes.

14.3 Sanctions Against an Individual

The following disciplinary sanctions may be imposed against an individual (including a Player, Official or Agent):

- (i) a reprimand;
- (ii) a fine;
- (iii) placement of the individual on a bond;
- (iv) ban on the registration of Player with any Club for a specified period of time;
- (v) annulment of the registration of a Player;
- (vi) suspension from participation in a Match or Matches;
- (vii) suspension or expulsion from a Competition;
- (viii) suspension or cancellation of a licence or accreditation, including Licensed Player Agent's licence by FFA or Match Official or coaching accreditation;
- (ix) termination of Professional Player Contract or Standard Representation Contract;
- (x) ban on taking part in any football related activity; or
- (xi) such other disciplinary sanctions or measures as is appropriate in all the circumstances, including as prescribed in the FIFA Statutes or FFA Statutes.



14. Disciplinary Sanctions

14.4 Disciplinary Suspensions

- A suspension imposed in terms of matches on a Player participating in:
 - (i) eleven-a-side football only affects that Player's participation for his or her eleven-aside football Club; or
 - (ii) futsal only affects that Player's participation for his or her futsal Club.
- A suspension imposed in terms of time (such as months or days) affects a Player's participation for both that Player's eleven-a-side or futsal Club, regardless of whether the infringement was committed in eleven-a-side football or futsal.
- Any disciplinary suspension imposed on a Player prior to registration with a new Club must be enforced and applied by the new Club with which the Player becomes registered.

14.5 Embargo

FFA or a Member Federation (as the case requires) may impose an embargo preventing a Club from registering any Player if that Club:

- (i) is over 30 days in arrears of amounts owing to FFA or the Member Federation, including any fees, levies or fines; or
- (ii) fails to comply with any Determinations arising from the Grievance Resolution Regulations.

14.6 False or Misleading Information

It is an offence to provide information on a Prescribed Form or other document that is false or misleading, including in relation to disciplinary suspensions and financial status.



15. FFA Rights of Intervention and Audit

FFA Rights of Intervention and Audit

15.1 Right to Be Heard

- (a) In accordance with FFA Statutes, FFA reserves the right to be heard and to make submissions in a Member Federation investigation or hearing in relation to a Grievance.
- (b) If FFA wants to exercise its right to be heard it will serve written notice on the Member Federation and that Member Federation will inform FFA of the relevant timeframes and procedures. Any determination of a Grievance heard in the absence of FFA's submissions, will be void and of no effect.

15.2 Right of Intervention

- (a) In accordance with FFA Statutes, FFA reserves the right to intervene in a Competition Administrator investigation or hearing of a Grievance if it thinks, in its absolute discretion, that the matter has the potential to adversely affect FFA, FFA Statutes or football generally.
- (b) If FFA wants to exercise its right of intervention it will serve written notice on the Competition Administrator and, from the date of that notice, take over the investigation and determination of the Grievance.
- (c) On receipt of the intervention notice, the Competition Administrator must:
 - (i) promptly provide FFA with any relevant documents, Prescribed Forms, information or evidence that may assist FFA in investigating or determining the Grievance; and
 - (ii) co-operate with FFA in the investigation or enforcement of the Grievance.
- (d) Any decision of FFA will be binding on the Competition Administrator and the parties to the Grievance.

15.3 Right of Audit and Inspection

- (a) FFA or a Member Federation may carry out audits and random checks to ensure compliance with these Regulations.
- (b) Each entity subject to these Regulations must:
 - (i) keep adequate records, documents and financial accounts in sufficient detail to enable its compliance with these Regulations to be verified (*Records*);
 - (ii) disclose Records and any other reports requested by FFA or a Member Federation from time to time; and
 - (iii) ensure a representative meets with FFA or a Member Federation in person to answer any query in relation to compliance and verification issues in relation to these Regulations.
- (c) FFA or a Member Federation (or their authorised representatives) may enter the entity's premises during regular business hours by giving reasonable notice to that entity (by phone, mail or facsimile), to do any of the following:
 - (i) examine and copy Records;
 - (ii) conduct an audit; and
 - (iii) ascertain the entity's compliance with its obligations under these Regulations.
- (d) Each individual (including a Player, Official or Agent) subject to these Regulations must if requested:
 - (i) permit FFA to have full and free access to Taxation Information, Records, documents and financial accounts; and
 - (ii) attend (in person or by phone) to answer any queries in relation to compliance and verification issues.

15.4 Confidentiality Obligations

Any Records or confidential information disclosed to FFA or a Member Federation under this article 15 must be kept confidential and used only for the purpose of ensuring compliance with these Regulations. The Records and confidential information cannot be disclosed by FFA or a Member Federation to any third party without the discloser's prior written consent.



Grievance Resolution Regulations

16.1 No Recourse to Courts of Law

Each Member submits exclusively to the jurisdiction of the Grievance Resolution Regulations and agrees that it will not attempt to resolve any Grievance in a court of law.

16.2 Right of Appeal

- (a) If a party disputes another party's purported action taken under these Regulations, that party must give notice in accordance with the Grievance Resolution Regulations:
 - (i) within 7 days after the date on which the purported action was taken; and
 - (ii) specifying the relevant facts and the reason for the dispute.
- (b) Any purported action taken under these Regulations will not take effect until the Grievance Resolution Regulations have been terminated or exhausted.



General Provisions

17.1 Deemed Engagement in Conduct or Behaviour

A person will be deemed to have engaged in conduct or behaviour:

- (i) regardless of whether or not it was committed deliberately or negligently;
- (ii) if that person has attempted, threatened, or encouraged others, to engage in that conduct or behaviour; or
- (iii) where that person knowingly takes part in the conduct or behaviour.

17.2 Waiver of Enforcement

FFA may choose to not enforce a term of these Regulations in some cases in its absolute discretion without affecting its right to enforce that term in other cases.

17.3 Variation and Review of Regulations

- (a) FFA may vary these Regulations from time to time or make such further regulations as it deems fit, including to implement changes to FIFA Statutes or FFA Statutes.
- (b) In addition, FFA must review these Regulations regularly and at least every 2 years to ensure they continue to meet the stated objectives in article 1.1. FFA will not make any material amendments without first consulting with representatives of Members.

17.4 Regulations Prevail to the Extent of Any Inconsistency

If there is any inconsistency between a term of these Regulations and a term of any Competition Rules or Member Federation regulation, the term of these Regulations will govern to the extent of that inconsistency and the inconsistent term is void and of no effect.

17.5 Certification of Documents

Where these Regulations prescribe that a certified copy of a document is acceptable, that copy must:

- (a) be certified by a person authorised to certify documents, including a legal practitioner, justice of the peace, medical practitioner, chartered or certified practising accountant, member of parliament, minister of religion or other person so authorised under legislation;
- (b) be signed and dated; and
- (c) contain the following words:
 - "I, [insert name], [insert occupation] of [insert address] certify that this is a true and correct copy of the original [insert name of document]".



Definitions and Interpretation

18.1 Definitions

In these Regulations:

AFC Statutes mean the statutes and accompanying standing orders and regulations promulgated by the Asian Football Confederation from time to time.

Agent means a Player Agent and a Match Agent.

A-League means the men's national Club competition staged by FFA, including the pre-season, season proper, finals series and any post season tournament or knockout cup competition organised or sanctioned by FFA.

Amateur means any Player that is not a Professional, as defined in article 3.1.

Club means any club registered with FFA in accordance with these Regulations from time to time. A reference to Club includes a club admitted by:

- (a) a Competition Administrator to field a team in a Competition; or
- (b) FFA to field a team in a National League or a National Championships.

Club Official means any person involved with the administration, management or organisation of a Club (whether paid or unpaid), including employees, contractors, consultants, officers and directors and representatives.

Code of Conduct means the national football code of conduct as promulgated by FFA from time to time (a current version of which can be obtained on www.footballaustralia.com.au or on request).

Competition means any competition, tournament or league registered with FFA in accordance with these Regulations, including the pre-season, season proper, finals series and any post season tournament or knockout cup competition.

Competition Administrator means the entity responsible for the conduct and staging of a Competition.

Competition Rules mean the rules and regulations governing the administration and conduct of a Competition as described in article 2.2.

Disciplinary Regulations means the national football disciplinary regulations as promulgated by FFA from time to time (a current version of which can be obtained on www.footballaustralia.com.au or on request).

District Association means a district or regional association or zone that is a member of a Member Federation from time to time.

FFA Statutes means FFA's statutes as promulgated by FFA from time to time, including its constitution and by-laws and rules and regulations and policies and procedures.

FIFA or Fédération Internationale de Football Association means the association responsible for the organisation, administration and promotion of football throughout the world.

FIFA Statutes mean the statutes and accompanying standing orders and regulations promulgated by FIFA from time to time, including the Regulations for the Status and Transfer of Players, Code of Ethics, Disciplinary Code, Players' Agents Regulations and Regulations Governing Match Agents.

Grievance means any dispute or grievance that arises in relation to these Regulations, including a dispute about the breach, termination, enforcement or subject matter of these Regulations, including the Professional Player Contract, Code of Conduct and Disciplinary Regulations.

Grievance Resolution Regulations means the national procedure that applies exclusively to facilitate the expeditious and fair resolution of a Grievance, as promulgated by FFA from time to time (a current version of which can be obtained on www.footballaustralia.com.au or on request).

Guest Player means a player who participates in a Competition on a short term basis in accordance with the requirements specified in article 5.3.

18. Definitions and Interpretation

Institute means any national, state or territory institute or academy of sport that has a football program.

International Club means a football club domiciled outside the Commonwealth of Australia.

Just Cause means being legally entitled to terminate a Professional Player Contract, including in accordance with the termination provisions of that Professional Player Contract and article 7.2 of these Regulations.

Match means any match staged, participated in, sanctioned by or played under the auspices of FFA, a Member Federation or a Competition Administrator.

Match Agent means a person licensed to act as a match agent by FIFA or FFA from time to time. A current list of FFA licensed match agents is available on FFA's website, www.footballaustralia.com.au, or on request.

Match Official means a referee, assistant referee, fourth official, match commissioner, referee inspector, selector, any person in charge of safety or any other person appointed by FFA, a Member Federation or a Competition Administrator to assume responsibility in connection with a Match.

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

Members mean FFA, Member Federations, District Associations, Clubs, Players, Officials and Agents.

Minor means a person who is under the age of 18 years.

National Association means a national football association that is a recognised member of FIFA.

National Championships means any male or female national championships staged or sanctioned by FFA from time to time, including the national youth championships.

National League means any male or female national club competitions conducted under the auspices of FFA from time to time, including the A-League.

National Team means any national squad selected or nominated by FFA, including the men's and women's senior, under age, Olympics and futsal teams or any other national representative team determined by FFA from time to time.

Official means:

- (a) a Club Official, Match Official or Team Official;
- (b) an employee, consultant, officer or director of FFA, a Member Federation or a Competition Administrator; or
- (c) a member of a council, committee, panel or body constituted by FFA, a Member Federation or a Competition Administrator.

Player means any person who is, from time to time, registered to a Club or is selected as a member of a National Team, whether that person is male or female, junior or senior or an Amateur or Professional.

Player Agent means a:

- (a) person licensed to act as a player agent by a National Association (*Licensed Player Agent*). A current list of FFA licensed player agents is available on FFA's website, www.footballaustralia.com.au, or on request;
- (b) parent, sibling or spouse of the Player; or
- c) person legally authorised to practise as a lawyer in compliance with the rules in force in Australia.

Player Passport means the form of document that records each Player's club for which the Player has been registered since the season of his or her 12th birthday in chronological order as specified in Prescribed Form 07.

Prescribed Form means a mandatory form as prescribed and distributed by FFA from time to time.

Professional means a Player who is paid to play football, as defined in article 3.1.

Professional Player Contract means the mandatory form of contract for the casual employment of a Professional as specified in Prescribed Form 05.

Registration Period means the period of time in which a Player must be registered with a Club as specified in article 4.6.

Replacement Player means a player employed by an A-League Club on a short term basis to replace an injured or National Team player in accordance with the A-League Competition Rules.

Representative Team means a team representing a State or Territory, a region, or an Institute that participates in a Competition.

Season means the period of time starting with the first Match of a Competition and ending on the last Match of that Competition.

Solidarity Contribution means the proportion of a Transfer Fee for a player to be distributed to clubs involved in the education and training of that player in accordance with article 10.6.

Sporting Just Cause has the meaning given in article 7.3 of these Regulations.

Standard Representation Contract means the mandatory form of contract for the engagement of a Licensed Player Agent by a Player or Club as specified by FIFA or FFA from time to time.

Taxation Information means information with respect to a person's affairs that is, or has been, in the possession of the Commissioner of Taxation.

Team Official means any personnel involved with the management, preparation or participation of a Club's team (whether paid or unpaid), including the coaches, managers, medical staff (including team or match day doctor), physiotherapists, gear persons and other support staff.

Training Compensation means compensation payable in consideration of the registration of a Professional who is under the age of 23 to reflect the training and development of that player by previous clubs in accordance with article 10.

Transfer Fee means any payment or fee payable to a club in consideration of the transfer of a player who has a current player contract with that club.

Taxation Information means information with respect to a person's affairs that is, or has been, in the possession of the Commissioner of Taxation.

Visa Player means a Player that is not a citizen or resident of Australia and who requires a valid visa or work permit to enter Australia, whether to play football as an Amateur or Professional.



18.2 Interpretation

- In these Regulations:
 - (i) any use of the word 'includes' or words such as 'for example' or 'such as' do not limit anything else that is included in general speech;
 - (ii) references to natural persons include both genders;
 - (iii) the singular case applies to the plural and vice-versa;
 - (iv) any reference to '\$' or 'dollars' is to Australian dollars, unless expressly stated otherwise; and
 - (v) any term used but not defined has the meaning given to it in the FFA Statutes.
- Except for a matter determined in accordance with the Grievance Resolution Regulations, FFA will interpret all terms of the FFA Statutes (including these National Registration Regulations) and any such interpretation will be final and binding on every person.

18.3 FFA May Issue Guidelines

FFA may issue guidelines from time to time to assist in the interpretation of these Regulations. Once issued, those guidelines are binding on each Member.

18.4 Notice Provision

- Any notice to be provided under these Regulations must be in writing and in English.
- A notice will be taken to have been received:
 - (i) if delivered by hand to the recipient's address, on the date of delivery, as long as delivery is acknowledged in writing by the recipient;
 - (ii) if sent by post, 3 working days after the posting;
 - (iii) if sent by facsimile on a working day at the recipient's, on the date of transmission, or if sent on a non-working day at the recipient's, on the next working day (in both cases as long as the sender's facsimile machine records a successful transmission); and
 - (iv) if sent by email on a working day at the recipient's, on the date of transmission, or if sent on a non-working day at the recipient's, on the next working day (in both cases as long as the sender has a record of successful transmission).
- Not withstanding sub-paragraph (b) (iv), email will not be a sufficient form of notice for the purposes of notifying a Player. (c)
- Unless otherwise specified, all notices must be received by close of business on a working day at the recipient.



19. Enforcement and Transitional Measures

Enforcement and Transitional Measures

- (a) These National Registration Regulations come into force from 1 January 2007 and operate until they are amended or replaced.
- (b) The Regulations have been approved by the Board of Directors and are distributed from 1 July 2006 to provide Members with a 6 month implementation and education period. During this period, Member Federations must draft or amend their regulations and Competition Rules to ensure they comply with these Regulations and provide them to FFA for prior written approval.
- (c) The National Registration Regulations will apply to the A-League and the A-League Competition Rules from 1 July 2006 so that they are in force for the start of the 2006/2007 A-League Season.



Frequently Asked Questions

What are the National Registration Regulations?

The National Registration Regulations govern the registration, contracting, loan and transfer of amateur and professional players in Australia.

Who do they apply to?

These Regulations apply to anybody who plays football under the jurisdiction of Football Federation Australia (FFA) and the State and Territory Federations.

More specifically, they affect FFA, State/Territory Federations, District Associations/Zones, clubs, players, officials and player agents and include all forms of organised football which fall under FIFA's jurisdiction - eleven-a-side, futsal, indoor and beach football, together with all forms of modified football.

When do the National Registration Regulations take effect?

From 1 January 2007.

What is the difference between an amateur and a professional footballer?

A professional is a player who is paid to play football for a club and has a written contract with that same club.

An amateur player does not have a contract and therefore does not get paid to play for his or her club.

However, an amateur player is permitted to be paid expenses incurred as a result of playing football for a club to a limit of \$100 per week e.g travel expenses (reimbursement of fuel costs, public transport etc.). If the amateur player is paid more than \$100 per week by the club, that club has to satisfy the body conducting the competition that the amount paid accurately reflects the expenses incurred by the player. If a club cannot prove this, the player is considered to be a professional and must sign a standard Professional Player Contract.

How old must a person be to register as a player?

A person must be 5 years of age to register unless the competition allows for a person who is turning 5 years of age during that season to register.

How old does a player have to be to register as a professional?

A player must be the statutory school leaving age in each State or Territory where he or she is registered before he or she can be signed as a professional. Currently, those ages are as follows:

- 15 years of age for NSW, VIC, ACT and NT
- 16 years of age for TAS, SA, WA and QLD

Can a professional player re-register as an amateur player?

Yes, a professional player can re-register as an amateur player but only after a 30 day stand down period following his or her last match as a professional, unless a shorter time is specified within the relevant competition rules.

If a player stops playing, how long do they remain registered?

A retiring player remains registered with FFA for 30 months from the date of his or her last match for a club.

Can a player register for whichever club he or she chooses?

Yes, a player is free to register with any club of his or her choice. A club can refuse to register a player but only for valid competition reasons (e.g. number of players per team or available fields and coaches). A club **CANNOT** refuse to register a person based solely upon the residence of that player.

10. Is registration mandatory?

Yes, all players must be registered with FFA before they can play. They must use the FFA prescribed forms in order to be effectively registered.

11. What is the process required to register as an amateur player?

Amateur players register at the club of their choice by completing the FFA registration form. It needs to be signed by the player (or parent or guardian if that player is under 18 years of age) and the club. Evidence of name and age must be provided by anybody registering in 2007 by producing either an original birth certificate, passport or drivers licence, together with a recent photograph.

Competition rules may specify that amateurs are to be registered with a club by a certain date. For example, a player cannot register for a club immediately before a finals series.

12. How long is an amateur player registered for?

An amateur is registered from the date the registration form is signed until the end of the season. Competition rules may allow for a registration to last a longer period provided that the player is still playing with the same club. The player is automatically free to re-register the next season with the same club, or another club of his or her choice.

13. What is the process required to register as a professional player?

There is a specific registration period (a 12 week period pre-season and a 4 week period mid-season) which is the only time a professional player can be registered. During this time, a professional registration form has to be completed, signed by the player (or parent/legal guardian if the player is under 18 years of age) and the club and submitted to the Competition Administrator (body conducting the competition). Evidence of age and the right to work in Australia (if not an Australian or New Zealand citizen or resident) is also required. The club and the player must also sign the standard Professional Player Contract.

14. How long is a professional player registered for?

A professional is registered with that club for the period as specified in his or her contract. A person under the age of 18 years cannot sign a contract for a period of longer than 3 years. A person over the age of 18 years cannot sign a contract for a period of longer than 5 years.

That player is also paid in accordance with the terms of that contract.

15. How does an overseas player register for an Australian Club?

If a player is over 12 years of age and was previously registered with a club outside of Australia, FFA needs to request and receive an International Transfer Certificate (ITC) from the National Association of the overseas club. A player cannot be registered unless and until an ITC is received. In order to request an ITC for an amateur player, the previous National Association and club name will be required. Visa and passport evidence will not be requested as part of the ITC process for an amateur.

An ITC required for a professional must be requested during the specified registration periods within Australia (not those of another country). An ITC is not required for a player under the age of 12 years. Visa and passport evidence (together with any additional sundry information) will be required in order to process an ITC for a professional who is not an Australian or a New Zealand passport holder.

If a competition allows professional visa players, the club must meet all of the necessary legal obligations required to obtain and maintain the specific visa. This may include a letter of endorsement from FFA, the payment of any minimum salary and any sponsorship requirements. Tourist or student visa players may also register as amateur players, provided that an ITC is requested and received.

16. If a family move to Australia from overseas, is an International Transfer Certificate required?

Yes, if a family moves to Australia from overseas, an ITC is required for any person wishing to register over the age of 12 years.

17. Can a foreign student who is in Australia for a short period of time, register to play football during that period?

Yes, a foreign student can register to play in Australia for the time that he or she is in the country on the provision that an ITC is requested and received before registration.

18. Can a player be registered for more than one club at any one time?

No, dual registration is not permitted. A player can only be registered for one club at a time, except in the following circumstances:

- If the player is also playing for a representative team (a team representing a State or Territory, a region or an Institute that participates in a competition – e.g. National Youth Championships and Kanga Cup);
- If the player is playing for an A-League Club as a replacement player;
- If the player is also registered with a futsal club;
- If the player plays for a schools team which does not participate in a District Association/Zone or State/Territory Federation run competition i.e. inter-schools competition;
- If the player is playing in a benefit, testimonial or charity match and has been granted special permission to do so by the FFA or State/Territory Federation, as the case requires;
- In a trial match provided that the player has the written permission of his or her club and plays in no more than 2 trial matches (or any other number specified by the body that conducts the competition);
- If there are any other exceptional circumstances as approved by FFA in its absolute discretion.

19. What is the maximum number of Clubs a player can register for in any one season?

A player, whether amateur or professional, can register for no more than 3 clubs during the period 1 January to 31 December each year (i.e. leaving one club and registering with an alternative club). During this time, the player can only play in matches for 2 clubs.

20. How much are registration fees?

Registration fees are set by clubs. There is not one set registration fee. A club can charge a reasonable registration fee provided that all levies are shown and that it accurately reflects expenses related to a player's participation in a competition.

21. What comprises the registration fee?

Each club must disclose how the registration fee is made up. It must state levies imposed by the club, the District Association/ Zone, the State/Territory Federation and FFA. These levies will include the National Registration Fee (used to develop the game) payable to FFA and any insurance component which should be identified by name of the insurer, together with the amount payable.

22. Can a person under 18 years of age transfer to an international club?

No. a person under the age of 18 years is not permitted to transfer to an overseas club. The only exception is if the family moves overseas for reasons that are not linked to football. The family must satisfy FFA that this is the case by providing specific documentation listed in Section 8 of the National Registration Regulations.

23. How does an amateur player move clubs during the season?

An amateur player cannot be transferred or loaned within Australia. If a player no longer wants to play for a club or a club no longer wants that player to play for the club (there must be a valid, material reason for a club wishing to cancel a player's registration e.g. unfinancial or disciplinary issues), that player's registration must be cancelled using the specific form NRR08 (Notification of Cancellation of Amateur Registration).

If the player wishes to sign with an alternative club, he or she must complete the Notification of Cancellation of Amateur Registration form with his/her existing club and sign a new registration form with the new club. The new registration is effective from the date the form is signed by both the player and the new club and will terminate at the end of that season, unless competition rules specify otherwise (see Question 14).

24. How does a professional player transfer to another club?

If within Australia, the club has to submit to their Competition Administrator a specific transfer or loan form which is signed by the old club, the new club and the player. A new Professional Player Contract will be required if a player is transferring.

If a player is on loan from an Australian club, the old club, the new club and the player have to complete the specific form NRR06 (Application for Transfer or Loan of Professional) and lodge it with the Competition Administrator. If the player is on loan from an overseas club, a copy of any written loan agreement signed by the old club, the new club and the player must be lodged with the Competition Administrator. Applications must be submitted during a registration period.

The minimum period for a loan is the time between two registration periods. A loan period cannot exceed the contract period. Once accepted, the loan will continue until the expiry of the period of the loan. When the loan period has finished, the player's registration immediately reverts back to his or her original club.

25. What is training compensation?

Training Compensation is compensation which may be payable upon registration of a professional who is under the age of 23 years (see Question 26) to reflect the training and development of that player by previous clubs. It is paid based upon the training and development costs of the **new** club and must be used by a club to further train and educate players. It does not apply to the transfer of players to and from futsal clubs.

26. When is training compensation due?

Under FIFA Regulations, if a professional player is under 23 years of age, training compensation is due when:

- A player registers as a professional for the first time; or
- A professional is transferred between clubs of two different countries e.g. transferred between Australia and England.

Amounts paid for training compensation of players to and from international clubs is governed by FIFA and is dependent upon the specified category of the new club.

If a player under the age of 23 years signs his first professional contract within Australia, the sums are set as follows:

- Signing with an A-League club \$5,000;
- Signing with any other club \$3,000.

In order to recognise the developmental contribution of State and Territory League clubs, if a player signs with an A-League club and it is only his second club (as all his previous contracts were signed with the same original club i.e. first contract was with a State League club and he re-signed consecutive contracts with that same club), or it is his second contract (previous contract was with a club other than an A-League club), the sum is fixed at \$3,000.

Training compensation is otherwise not due for a player who transfers between clubs within Australia.

Training compensation is **not** due if:

- The former club terminates the player's contract without valid reason (Just Cause);
- The player is transferred to a Category 4 club (mostly amateurs);
- A professional reacquires amateur status on being transferred: or
- The player's second and subsequent contracts are between State or Territory League clubs i.e. compensation will only be payable as a player moves up through the player pathway from State/Territory Leagues to the A-League.

27. How is training compensation calculated and distributed?

The new club is responsible for paying any training compensation to FFA within 30 days of registration. FFA will then distribute that money on a pro rata basis to any club where the player was registered since he or she was 12 years of age. The sum paid will be dependent upon the time that the player was registered with each club.

Under FIFA regulations, if a professional player under the age of 23 years signs his second professional contract, any compensation due does not filter down to all clubs where the player was registered from the age of 12 years, it is only owed to the immediate previous club (e.g. if a player signs his first professional contract with an A-League club, the compensation of \$5,000 filters down to previous clubs on a pro rata basis. If that player subsequently transfers to Liverpool FC, compensation will only be paid to the A-League club where the player was previously registered). This has been amended for domestic purposes to ensure that any monies coming back into Australia will filter down to the clubs where the player was registered from the age of 12 years. This is in recognition of the valuable contribution that grassroots clubs make towards the development of juniors in Australia

28. Are domestic transfer fees payable?

A transfer refers to the process of a professional player who is under contract with a club, 'moving' to a new club. The fee is the amount agreed between the two clubs subject to the calculation of the maximum payable specified within these Regulations (see Question 29).

A club cannot claim a transfer fee for a player who is out of contract. There are no transfers of amateurs or transfer of players between A-League clubs and therefore a fee cannot be requested in these circumstances.

29. How is a transfer fee calculated?

A club may request a transfer fee for one of its professional players up to a maximum amount of 50% of the total salary owing to the player for the remainder of his contract (e.g. if a player signed a 3 year contract with a club in the premier men's competition in NSW for a salary of \$30,000 over the 3 years and transferred to a club in the premier men's competition in Queensland after 1 year, a maximum amount of \$10,000 can be claimed as a transfer fee as that is 50% of the value left on his contract (\$20,000)).

30. How is a transfer fee distributed?

All domestic transfer fees must be paid by the new club direct to their relevant State or Territory Federation within 30 days of the date of registration. FFA must be notified of any agreed transfer fee. If a club receives a transfer fee direct, it must immediately forward the full gross amount to its State or Territory Federation. That State or Territory Federation will then distribute the transfer fee as follows:

- 10% to FFA to be used in development and elite performance programs;
- Any % owing to the player under his or her contract with the club:
- A solidarity contribution (see Question 31) of 10%;
- The balance to the club.

Any transfer fee payable for a player from an international club must be paid directly to FFA within 30 days of the date of registration of that player. If a club receives a transfer fee direct from an international club, that club must immediately forward the full gross amount to FFA.

31. What is a solidarity contribution?

Solidarity contribution is an amount paid to a professional player's former clubs that were involved in his or her training and education between the ages of 12 and 23 years. This sum is 10% of any transfer fee and must be used by a club to further train and educate players. This contribution does not apply to transfers to and from futsal clubs.

How is solidarity contribution calculated?

Solidarity Contribution must be paid by the State or Territory Federation to the clubs with which the player was registered as follows:

- 5% (or 0.5% of the compensation) for each season of the 12th to the 15th birthday; and
- 10% (or 1% of the compensation) for each season of the 16th to the 23rd birthday.

33. What is a player agent?

If a club or a player wants to use the services of an agent to negotiate a player's contract, that player agent has to be licensed by FFA. A list of those licensed player agents is available on the FFA website at www.footballaustralia.com.au.

Exceptions to licensed player agents are:

- A parent, sibling or spouse of the player; or
- A person legally authorised to practice as a lawyer in compliance with the rules in force in Australia.

34. Where can I obtain the relevant standard forms?

From District Associations/Zones and State/Territory Federations. The amateur and professional player registration forms, together with the Match Official registration form will only be available in paper format. All other forms and additional information will be available on the FFA's website at www.footballaustralia.com.au. Should you require additional forms, please liaise with your District Association/Zone.

Notes

Organisation		Telephone	Email address	Website
Football Federation Australia	FOOTBALL FEDERATION AUSTRALIA	02 8354 5555	regulations@footballaustralia.com.au	www.footballaustralia.com.au
Capital Football	CAPITAL FOOTBALL	02 6260 4000	info@capitalfootball.com.au	www.capitalfootball.com.au
Football Federation Northern Territory	FOOTBALL FEDERATION NORTHERN TERRITORY	08 8941 2444	info@footballnt.com.au	www.footballnt.com.au
Football Federation SA	FFSA	08 8354 1422	info@ffsa.com.au	www.ffsa.com.au
Football Federation Tasmania	FOOTBALL FEDERATION TASMANIA	03 6273 3299	admin@footballfedtas.com.au	www.footballfedtas.com.au
Football Federation Victoria	FOOTBALL FEDERATION VICTORIA	03 9474 1800	info@footballfedvic.com.au	www.footballfedvic.com.au
Football Queensland	FOOTBALL	07 3420 5866	regulations@footballqueensland.com.au	www.footballqueensland.com.au
Football West	FOOTBALL WEST	08 9422 6900	info@footballwest.com.au	www.footballwest.com.au
Northern NSW Football	OORTHERO OSW FOOTBALL	02 4964 8922	socceradmin@norsoc.org.au	www.northernnswsoccer.com.au
Soccer NSW	(G))	02 8814 4400	info@soccernsw.com.au	www.soccernsw.com.au



















