Western Region Football League

Community Club Sustainability -

Guidelines for Player Payment Rules

November 2016

The following guidelines (**Guidelines**) are issued by the WRFL to assist Clubs, Club Officials and Players with the application of the WRFL Player Payment Rules (**Player Payment Rules**) and the valuation of Player Payments.

These Guidelines are to be read in conjunction with the Player Payment Rules. In the event of any inconsistency between the Player Payment Rules and the Guidelines, the Player Payment Rules are to prevail. Any terms used in these Guidelines are to be given the same meaning as in the Player Payment Rules.

It is the intention of the WRFL to update these Guidelines from time to time, and prior to the 2018 Season.

Application in 2017 Season

The Player Payment Rules are being introduced by the WRFL for the 2017 Season.

In 2017 the WRFL has the discretion to address any breaches of the Player Payment Rules through education and/or training, or by taking action and imposing sanctions in accordance with the provisions of the Player Payment Rules.

In 2018 and beyond, the WRFL expects full compliance by all Persons with the Player Payment Rules.

Transition Provision - Pre-Existing Playing Contracts

Where a Club and a Player are parties to a written contract in relation to the provision of playing services for a Club (**Pre-Existing Playing Contract**) and:

- (a) the Pre-Existing Playing Contract was entered into prior to November 30th 2016;
- (b) the Pre-Existing Playing Contract includes the information of the kind required under Rule 4(a)(i)(A) and (B): and
- (c) the Pre-Existing Playing Contract is signed by the Player and on behalf of the Club,

then the Club or the Player may lodge the Pre-Existing Contract with the WRFL as the Player Contract in respect of that Player (and will not be required to lodge a Player Contract in the form set out in Attachment 1 in respect of that Player).

Club related expenses

Club related expenses that will be deducted by or on behalf of the Club from any payments to a Player (or any Associate of a Player) must be clearly identified and detailed in the Player Contract and will constitute a Player Payment. Examples of these types of expenses include annual player registration fees, payments for playing apparel and fees for attending social functions.

Club related expenses must be treated in a consistent manner across all Players of a Club.

Coaches / Coaching Staff

A payment made to a coach or coaching staff who is not also a Player (i.e. non-playing coaches and non-playing coaching staff) is not a Player Payment and is not included in the calculation of a Club's Player Payments (unless that payment otherwise constitutes a Player Payment).

Playing coach

Where a Club appoints a single Player as the coach of the Club's Senior Team (i.e. a playing coach), the coaching element of that Player's payments should be specifically identified in the Player Contract lodged in accordance with Rule 4(a).

For the purposes of the Player Payment Rules, 50% of the payments the Club has given or applied to a playing coach, to a maximum of \$20,000 is not a Player Payment and may be excluded from the calculation of the Club's Player Payments. For example if a playing coach is paid \$30,000, then \$15,000 would not be a Player Payment and would not be included in the calculation of the Club's Player Payments. If a playing coach is paid \$50,000, then \$30,000 would be a Player Payment and be included in the calculation of the Club's Allowable Player Payments.

Co-coaching

Where a Club appoints one coach of the Club's Senior Team who is not a Player, and one coach who is a Player (in a co-coach arrangement), the amount paid to the coach who is a Player that is not a Player Payment and may be excluded from the calculation of the Club's Player Payment calculations is no more 25% of their total remuneration, to a maximum of \$10,000.

Where a Club appoints two coaches of the Club's Senior Team who are both Players (in a co-coach arrangement), the amount paid to the coaches that is not to be considered a Player Payment and may be excluded from the calculation of the Club's Player Payments is no more than 25% of the total payments to both coaches, to a maximum of \$10,000 per coach.

The exclusion under this guideline applies up to a maximum of two Players who are co-coaches.

Coaching Other Teams

Where a Player coaches any open age team other than the Club's Senior Team or the oldest under age team at the Club (e.g. Under 19, Under 18 or Under 17 team), the payment to the Player for coaching this team must be specifically identified in the Player Contract, to a maximum of \$3000, will not be considered a Player Payment and may be excluded in the calculation of the Club's Player Payments.

General

The guidelines above that allow for the exclusion of certain parts of payments to coaches from Player Payments will only apply where:

- (a) all payments to the coach have been specifically detailed in the Player Contract and the Contracts lodged by the Club under Rule 4(a);
- (b) the relevant playing coach or other team coach holds a current AFL Coaching Accreditation; and
- (c) the relevant playing coach or other team coach is specifically identified on the team sheet for the relevant Match to which the payment applies.

Any amount not excluded from the calculation of the Club's Player Payments will be included in the calculation of the Club's Player Payments.

Assistant Coaches

All payments to Players in relation to services to the Club as an assistant coach will be a Player Payment and included in the calculation of the Club's Player Payments.

Employment

For the purposes of the Player Payment Rules, when assessing whether an employment arrangement with a Club or an Associate of a Club is bona fide, consideration will be given to, among other things, current commercial practices, market rates for payments for similar employment arrangements and any relevant industry awards.

All employment related payments associated with the operations of the Club (e.g. bar manager, canteen, ground maintenance etc.) must be declared under Rule 4. Clubs may apply for a Ruling under Rule 8(d) as to whether such payments constitute Player Payments and as to their value for the purposes of the Player Payment Rules.

If a Club wishes to employ a Player to fulfil a (non-coaching) Club related role (e.g. groundskeeper) and is of the view that the payments paid to a Player for that employment has not assisted in the recruitment and/or retention of that Player to play in a team of the Club, and it can be shown the Player's qualification and or experience are relevant to the employment, the Club may apply to WRFL for a ruling under Rule 8(d) as to whether such payments constitute Player Payments and as to their value for the purposes of the Player Payment Rules.

Provision of Services

For the purposes of the Player Payment Rules, when assessing whether the provision of services by a Player or an Associate of a Player to a Club or an Associate of a Club is bona fide, consideration will be given to, among other things, current commercial practices and market rates for payments for similar services.

All services related payments associated with the operations of the Club (e.g. bar manager, canteen, ground maintenance etc.) must be declared under Rule 4. Clubs may apply for a Ruling under Rule 8(d) as to whether such payments constitute Player Payments and as to their value for the purposes of the Player Payment Rules.

If a Club wishes to engage a Player to provide (non-coaching) Club related services (e.g. groundskeeping services) and is of the view that the payments paid to a Player has not assisted in the recruitment and/or retention of that Player to play in a team of the Club, and it can be shown the Player's qualification and or experience are relevant to the role, the Club may apply to the WRFL for a ruling under Rule 8(d) as to whether such payments constitute Player Payments and as to their value for the purposes of the Player Payment Rules.

Awards / Incentives

Player incentives / match awards paid in cash are Player Payments and are included in the calculation of the Club's Player Payments. This includes Weekly Awards, or incentive / bonus payments made to a Player for awards that relate to (but is not limited to) Club and best and fairest awards, goal kicking and like awards.

Non-cash benefits in the form of an award provided by a Club to Players up to a maximum value of \$300 per week per Club, and to a maximum of \$100 per week for any one Player of the Club, may be treated as not being a Player Payment and therefore not included in the calculation of the Club's Player Payments.

For the avoidance of doubt, any media, or League awards provided to a Player shall not be a Player Payment and is not included in the calculation of a Club's Player Payments.

Player Affiliation / Player Registration Fees / Player Insurance

Any payment for player affiliation, player registration or insurance which the Club has agreed to pay under their arrangements with an affiliated League, Region Commission or AFL Victoria shall not be a Player Payment and is not included in the calculation of the Club's Player Payments.

Any additional insurance (including health and / or income insurance) obtained by a Club on a per team basis shall not be a Player Payment and is not included in the calculation of the Club's Player Payments.

Any health and / or income insurance paid by a Club or an Associate of a Club for and on behalf of an individual Player shall be a Player Payment which is included in the calculation of the Club's Player Payments.

Loss of income paid to a Player via an insurance policy obtained by the Club shall not be a Player Payment and is not included in the calculation of the Club's Player Payments.

Injury Payments / Medical Expenses / One Off Lump Sum Compassionate Payments

A Club may apply to the WRFL for a ruling under Rule 8(d) to approve the payment by a Club of:

- (a) injury payments;
- (b) the payment of medical expenses; or
- (c) a one off lump sum payment via fundraising activities to be provided to a Player on compassionate grounds,

in respect of a Player, such that these payments are not a Player Payment and are not included in the calculation of the Club's Player Payments.

Any such applications must be made to the WRFL before any payment is given or applied to the Player.

The WRFL will consider any such application on a case-by-case basis.

Bonus Payments

All incentive based payments to Players (including playing coaches) shall be treated as a Player Payment, and therefore included in the calculation of a Club's Player Payments. For example, a bonus payment to a Player associated with winning a grand final.

The arrangements for such payment should be detailed in both the Player Payments Budget / Final Declaration statements completed by the Club (see Rule 4(c) & (d)) and the Player Contract completed by the Player (see Rule 4(a)).

Finals appearances

Clubs should be aware that any payments relating to finals appearances by Players will be Player Payments, and will be included in the calculation of the Club's Player Payments.

Travel and Accommodation

Any cash or non-cash payments and benefits given or applied by or on behalf of a Club for travel expenses of a team nature, for example the hiring of a bus to travel to away games, in which the benefit is not received by a Player on an individual basis is not a Player Payment and is not included in the calculation of a Club's Player Payments.

Cash or non-cash payments and benefits given or applied to a Player in connection with their travel or accommodation costs associated with a Player's past, present or future services with a Club as a football player shall be treated as a Player Payment, and therefore are included in the calculation of the Club's Player Payments.

If a Club has any questions about whether its specific travel or accommodation arrangements may constitute a Player Payment it should contact the WRFL. If necessary, a Club may also apply for a ruling under Rule 8(d) in relation to such payments.

Forms

The Player Contract, Budget / Final Declaration and Non Contracted Payment Statement forms for 2017 are annexed as Attachments 1, 2 and 3 of this Guideline respectively.

Rulings

Any ruling made by the WRFL under Rule 8(d) shall be made on the basis of the information provided by the Club. Each such ruling shall be final and binding on the Club making the application for the ruling and shall apply to the particular circumstances of the application. Each ruling will have no precedential value and the WRFL will make each ruling based on the information provided to it by the Club in respect of that application.

Further questions

Should you have any questions about the Player Payment Rules or these Guidelines or if you require information about obtaining a ruling under Rule 8(d), please contact:

Tim Shellcot at the WRFL on 9315 5400

PLAYER CONTRACT (Rule 4(a))

This agreement is made by		
:		('the player') of
:		Football Club ("the club") as an affiliated club of the
<u>:</u>	Football League a	and affiliated with AFL Victoria.
The agreement was made on:	//	
for the following Season(s):		
The following details set out the Pla Associate of the Player for the Seas		the Club and any Associate of the Club to the Player and any
	\$ AMOUNT	
MATCH PAYMENTS		(per senior match won)
		(per senior match lost or drawn)
		_ (per non senior match won)
		_ (per non senior match lost or drawn)
OTHER PAYMENTS / BENEFITS		Details:
		Details:
		Details:
		Details:

AMOUNTS TO BE DEDUCTED BY THE CLUB FROM MATCH PAYMENTS

ANNUAL SUBS	Details:
SOCIAL FUNCTIONS	Details:
PROPERTY	Details:
OTHER	Details:
	Details:
	ments (outline when Player Payments will be paid)
Is the Player going to have a coaching	g role with the Club during the Season? YES / NO
If Yes, insert details of the coaching ro	ole below:
COACHING PAYMENT	_ Details:
SIGNED by the PLAYER:	
DATE:	
Signed on behalf of the Club by either	the President / Secretary/ Treasurer or Football Manager
NAME:	
SIGNATURE:	
DATE:	

(Insert Name) FOOTBALL CLUB - PLAYER PAYMENTS (Rule 4(c) & (d))

2017 PLAYER PAYMENTS - BUDGET / FINAL DECLARATION

PLAY	/ERS			SENIOR S		LI / I IIVAL DEC	NON SEN	IOR	TOTAL MATCH
		First	No. Of		Amount	No. Of		Amount	PAYMENT
	Surname	name	Games	Rate \$	\$	Games	Rate \$	\$	S \$
1					\$0			\$0	\$0
2					\$0			\$0	\$0
3					\$0			\$0	\$0
4					\$0			\$0	\$0
5					\$0			\$0	\$0
6					\$0			\$0	\$0
7					\$0			\$0	\$0
8					\$0			\$0	\$0
9					\$0			\$0	\$0
10					\$0			\$0	\$0
11					\$0			\$0	\$0
12					\$0			\$0	\$0
13					\$0			\$0	\$0
14					\$0			\$0	\$0
15					\$0			\$0	\$0
16					\$0			\$0	\$0
17					\$0			\$0	\$0
18					\$0			\$0	\$0
19					\$0			\$0	\$0
20					\$0			\$0	\$0
21					\$0			\$0	\$0
22					\$0			\$0	\$0
23					\$0			\$0	\$0
24					\$0			\$0	\$0
25					\$0			\$0	\$0
26					\$0			\$0	\$0
27					\$0			\$0	\$0
28					\$0			\$0	\$0
29					\$0			\$0	\$0
30					\$0			\$0	\$0
31					\$0			\$0	\$0
32					\$0			\$0	\$0
33					\$0			\$0	\$0
34					\$0			\$0	\$0
35					\$0			\$0	\$0
36					\$0			\$0	\$0
37					\$0			\$0	\$0
38					\$0			\$0	\$0
39					\$0			\$0	\$0
40					\$0			\$0	\$0

	SENIORS			NON SE	ENIOR		
Match Awards	No. Of		Amount	No. Of			TOTAL PAYMENTS
	Games	Rate \$	\$	Games	Rate \$	Amount \$	\$
Cash			\$0			\$0	\$0
Non Cash							
			\$0			\$0	\$0

Ot	Other Player Payments				
			Detail of other Player Payments (e.g. incentives for best and		
	Surname	First Name	fairest)	AMOUNT \$	
1					
2					
3					
4					
5					

Ar	Any other payments to a Player (or their Associates) in respect of coaching, employment, provision				
of	of services or otherwise.				
				AMOUNT \$	
	Surname	First Name	Detail of Arrangements	\$	
1					
2					
3					
4					
5					

Detail of arrangements to be attached as necessary and consistent with Rule 4 (c)(i)(C)and Rule 4(d)(i)(D)

TOTAL	PLAYER
PAYMENTS	\$
\$	

Notes:

- 1. Where a Player may be on a different rate for win/loss, please enter that Player's details on separate lines.
- 2. A Club should detail all Player Payments, and advise if they believe that any discount or exemptions apply under the Guidelines or any rulings under Rule 8.

We hereby verify that this is an accurate summary of the Budget / Final Declaration (delete as relevant) of Player Payment
given or applied by a Club or Associate of the Club in the Season in respect of Players of the Club and Associates of th
Players.

	//2017	//2017
President		Secretary/ Treasurer / Football Manager (delete as relevant)

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(Insert Name) FOOTBALL CLUB (Rule 4(b))

NON CONTRACTED PLAYER STATEMENT

	Surname	First name	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			

In signing this document the Player hereby confirms and declares that he or she and their Associates will:

- (a) receive Player Payments for the 2017 season less than the [#insert individual threshold for each Metropolitan League/Region Commission]; or
- **(b)** not receive any Player Payments for the 2017 season and is expected to, or has played in the Senior Team in the current season,

and is not required to sign a Player Contract in accordance with the provisions of WRFL Player Payment Rules.

We hereby verify that this is a	n accurate statement	t of all of Non Contracted Players registered with the club.	
	//2017	//2017	
President		Secretary/ Treasurer / Football Manager (delete as relevan	t)

Community Club Sustainability - Player Payment Rule

1. Objectives

In order to maintain, support and grow Australian football at the community football level it is important that teams fielded by community Clubs are as strong and well matched as possible.

The support for community football competitions and participating Clubs and the opportunity for players to develop and display their skills depends upon those competitions being conducted between evenly matched and financially viable Clubs.

It is also important that stronger Clubs do not obtain an unfair proportion of the best Players at the expense of the weaker Clubs, and that there is sufficient stability in the membership of Club teams to enable team spirit and public support to be maintained.

The pursuit of these objective assists in attracting and maintaining the interest of players, supporters, officeholders, sponsors and volunteers, all of whom are essential for community football competitions and Clubs.

To assist in achieving these objectives, the WRFL has adopted this Player Payment Rule. This Player Payment Rule will operate in conjunction with the AFL Victoria Player Points System Policy, which is directed to similar objectives.

2. Player Payments not to exceed Allowable Player Payments

- (a) Subject to any guidelines that may be issued from time to time or in any particular case by the WRFL:
 - (i) a Club shall not in any Football Year, give or provide to or apply for the benefit of, or offer to give or provide to or apply for the benefit of, any Player or any Associate of a Player any Player Payments or cause or offer to cause any Player Payments to be so given, provided or applied if the aggregate of all the Player Payments given, provided or applied by the Club or any Associate of a Club, would exceed the Allowable Player Payments for that Club for that Football Year; and
 - (ii) a Person must not engage in conduct in breach of the Allowable Player Payment provisions contained in this Player Payment Rule.
- (b) Any conduct in breach of this Rule engaged in:
 - (i) by a Club Official, Player, servant or agent of a Club; or
 - by any other person at the direction or with the knowledge, consent, agreement or authorisation (whether express or implied) of a Club Official, Player, servant or agent of a Club,

shall be deemed for the purposes of this Rule to have also been engaged in by the Club.

(c) For the purposes of this Rule, "knowledge" includes reckless indifference to whether the conduct in question was occurring or not.

3. Determination of Allowable Player Payments and Individual Player Payments Threshold

(a) WRFL to determine

- (i) The WRFL shall determine from time to time:
 - (A) the Allowable Player Payments; and
 - (B) the Individual Player Payments Threshold,

to apply in any Football Year.

- (ii) The WRFL must notify each Club of the amount of the Allowable Player Payments and the Individual Player Payments Threshold for the forthcoming Football Year no later than 30 August in the Football Year immediately before the commencement of the forthcoming Football Year or such other date before the commencement of the forthcoming Football Year as determined by the WRFL.
- (iii) A Club may apply to the WRFL for an increase in the Allowable Player Payments that will apply to that Club in a Football Year and the WRFL may, in its absolute discretion, decide to increase the Allowable Player Payments for that Club.
- (iv) The WRFL may in its absolute discretion take into account one or more of the following factors when determining whether, if at all, to increase the Allowable Player Payments for a Club following a request from a Club under Rule 3(a)(iii):
 - (A) the location of the Club's training venue and venue for the Club's home Matches and, in particular, the distance of such venues from any town or city with a large population base;
 - (B) if the Club has endured significant hardship or lack of on-field success;
 - (C) if the Club has recently come into existence or merged with another Club; and
 - (D) if the Club has no or limited under age teams or is otherwise not capable, due to reasons outside of its reasonable control, to develop junior players who will play in the Club's Senior Team.

(b) One whole amount

The Allowable Player Payments shall so far as practicable be a gross amount with all margins, payments, expenses and allowances included in one whole amount.

4. Reporting

(a) Player Contract

- (i) If the Club expects that it, or any Associates of the Club, will make Player Payments to a Player and/or Associates of the Player in a Football Year which are in excess of the Individual Player Payments Threshold then, by no later than 30 April in each Football Year, the Club must lodge, or procure that the Player lodge, with the WRFL a statement in the form prescribed by the WRFL from time to time and such statement shall:
 - (A) set out the name of the Player;

- (B) set out the total Player Payments which the Club expects that it, or an Associate of the Club, will make to the Player and/or any Associates of the Player in that Football Year, which may be expressed in whole or in part as an amount per Match; and
- (C) be signed by the Player and one of the president (or their equivalent), the secretary, treasurer or football manager of the Club,
- (ii) If a Player Contract in respect of a Player has not already been lodged in accordance with Rule 4(a)(i) and the Club or Associate of the Club comes to an agreement, arrangement or understanding with the Player or an Associate of the Player to make any Player Payment to the Player or an Associate of the Player which means that Player Payments received by the Player and any Associate of the Player in the Football Year will be in excess of the Individual Player Payments Threshold then, within 7 days of entering the agreement, arrangement or understanding, the Club must lodge, or procure that the Player lodge, with the WRFL a Player Contract for that Player.

(b) Non Contracted Player

- (i) In respect of any Player of the Club for the relevant Football Year who, for that Football Year:
 - (A) will play a Match in the Senior Team but either the Player or an Associate of that Player will not receive any Player Payments; or
 - (B) either the Player or an Associate of that Player will receive Player Payments and those Player Payments will be less than the Individual Player Payments Threshold (**Non Contracted Player**),

then by no later than 30 April or, where a player is not included in the 30 April lodgement, within 7 days of that Non Contracted Player playing a Match for the Club in the Football Year the Club must lodge, or procure that each Non Contracted Player lodge, with the WRFL a statement in the form prescribed by the WRFL from time to time and such statement shall:

- (C) set out the name of the Non Contracted Player;
- (D) state that the Player will:
 - i. play a Match in the Senior Team but either the Player or an Associate of that Player will not receive any Player Payments; or
 - ii. receive total Player Payments by either the Player or an Associate of the Player for the relevant Football Year less than the Individual Player Payments Threshold; and
 - iii. be signed by the Non Contracted Player and one of the president (or their equivalent), the secretary, treasurer or football manager of the Club.
- (ii) If a Player Contract or Non Contracted Player statement is not lodged in accordance with, and within the prescribed times in Rule 4 (a) or 4 (b), the Club and the Player to which the Player Contract relates shall be liable to a sanction.

(c) Player Payments budget

- (i) By no later than 30 April in each Football Year or such other date as determined by the WRFL, each Club shall lodge with the WRFL a statement in the form prescribed by the WRFL from time to time and such statement shall:
 - (A) set out the name of each person who is expected to be a Player of the Club for that Football Year who:
 - 1. will play a Match in the Senior Team for that Football Year; or
 - 2. either the Player or an Associate of that Player, will receive Player Payments for that Football Year;
 - (B) set out the total Player Payments which the Club expects that it, or an Associate of the Club, will make in that Football Year:
 - (C) set out the name of any person who is to be a Player of the Club for that Football Year and also employed or engaged by the Club or an Associate of the Club (including as coach or assistant or specialty coach of the Club) and the details of that employment or engagement, including job description and consideration paid, or to be paid, to the Player for the employment or engagement;
 - (D) be accompanied by such other documents and information as specified or requested from time to time by the WRFL; and
 - (E) be signed by the president of the Club (or their equivalent) and one of the secretary, treasurer or football manager of the Club.
- (ii) Within 14 days of a request by the WRFL, a Club shall provide to the WRFL with an updated statement with the information prescribed in Rule 4(c)(i).
- (iii) If:
 - (A) the Club lodges a statement under Rule 4(c)(i) which shows that the amount or value of all Player Payments that are budgeted to be given to or applied in the Football Year by the Club or Associates of the Club for the benefit of Players and the Associates of the Players of the Club is greater than 80% of the Allowable Player Payments; and
 - (B) the Player Payments made, or budgeted to be made, by the Club or Associates of the Club for the benefit of Players and the Associates of the Players of the Club increases by 10% or more of the amount set out in the statement lodged under Rule 4(c)(i). or
 - (C) there is a material increase in the amount or value of all Player Payments that are budgeted to be given to or applied in the Football Year by the Club or Associates of the Club for the benefit of Players and the Associates of the Players of the Club,

the Club must immediately provide the WRFL with an updated statement with the information prescribed in Rule 4(c)(i).

(iv) A Club who does not complete and lodge the statement or updated statement within the prescribed time in Rule 4(c)(i) 4(c)(ii) or 4(c)(iii) shall be liable to a sanction.

(d) Player Payments reporting

- (i) By no later than 31 October after the conclusion of each Football Year and at such other times as requested by the WRFL, each Club shall lodge with the WRFL a statement in the form prescribed by the WRFL from time to time and such statement shall:
 - (A) disclose all of the Players of the Club for the relevant Football Year who received or will receive, or any Associate of that Player received or will receive, Player Payments for the relevant Football Year;
 - (B) identifies all of the Players who participated in the Club's Senior Team;
 - (C) disclose the total Player Payments for the relevant Football Year (including any Player Payments which have been committed in respect of the Football Year but have not yet been paid to the relevant Player or Associate of the Player);
 - (D) disclose any Player who was employed or engaged by the Club or an Associate of the Club (including as coach or assistant or specialty coach of the Club) during the relevant Football Year and the details of that employment or engagement, including job description and consideration paid, or to be paid, to the Player for the employment or engagement;
 - (E) be accompanied by such other documents and information as specified or requested from time to time by the WRFL; and
 - (F) be signed by the president of the Club (or their equivalent) and one of the secretary, treasurer or football manager of the Club.
- (ii) If a statement is not lodged in accordance with, and within the prescribed times in, Rule 4(d)(i), the Club shall be liable to a sanction.

Sanction: A monetary sanction up to a maximum of \$15,000. In respect of a Player, in addition or alternatively to any monetary sanction, a suspension from playing a Match or Matches.

5. Integrity Officer

(a) Appointment of Integrity Officer

The WRFL may from time to time appoint an Integrity Officer. The Integrity Officer may exercise any of the powers conferred upon them under these Rules or such other powers conferred upon or delegated to them by the WRFL.

(b) No false or misleading information

No Person shall knowingly provide to the Integrity Officer or the WRFL (including under Rule 4, 6 and 7) any statement or information which is in any respect false or misleading or likely to mislead.

6. Clubs to do all things necessary to assist Integrity Officer

(a) Full and free access

Each Club shall permit the Integrity Officer to have full and free access to:

- (i) any premises occupied by or in the control of the Club;
- (ii) copies of all financial statements (including bank statements) relating to the Club and all cheques issued and financial transfers made by or on behalf of or for the benefit of the Club together with copies of all cash payments journals and other accounts kept by or for the Club; and
- (iii) such books, files, documents, records, articles or things in the possession or control of the Club or any person or entity controlled by the Club as the Integrity Officer believes may be relevant to their enquiries,

and the Club shall provide the Integrity Officer with a copy, including electronic copy, of any of the items referred to in paragraphs (ii) and (iii) above within 7 days' of a request from the Integrity Officer.

Sanction: A monetary sanction up to a maximum of \$15,000. In respect of a Player, in addition or alternatively to any monetary sanction, a suspension from playing a Match or Matches.

(b) **Provision of information**

Upon a request by the Integrity Officer and within 7 days' of that request, a Club shall provide to the Integrity Officer such information or details concerning or relating to any payments promised, given or provided to, or applied for the benefit of a Player or any Associate of a Player, by the Club or any Associate of the Club.

Sanction: A monetary sanction up to a maximum of \$15,000. In respect of a Player, in addition or alternatively to any monetary sanction, a suspension from playing a Match or Matches.

(c) Attendance before Integrity Officer

- (i) Each Club shall within 7 days' of a request by the Integrity Officer procure and ensure the attendance before the Integrity Officer of a Player, any Associate of a Player or any Associate of a Club, including without limitation any director, Club Officer, servant, agent, supporter, sponsor or financial contributor to the Club and the Club shall ensure that such person or persons:
 - (A) fully co-operates with the Integrity Officer;
 - (B) fully and truthfully answers any questions asked by the Integrity Officer; and
 - (C) provides any document in his, her or its possession or control as requested by the Integrity Officer.
- (ii) Where a Player, any Associate of a Player or any Associate of a Club including without limitation any director, Club Officer, servant, agent, supporter, sponsor or financial contributor to the Club, fails to attend before the Integrity Officer, fails to fully co-operate with the Integrity Officer or otherwise fails to comply with any of the requirements under Rule 6(c)(i), the Club shall be liable to a sanction.

7. Players to assist Integrity Officer

(a) Full and free access to Players' records

Each Player shall permit, and procure that any Associate of a Player permits, the Integrity Officer to have full and free access to such of the Players' books, files, documents, records, articles or things as the Integrity Officer believes may be relevant to their enquiries and the Player shall provide, and procure that any Associate of a Player provides, the Integrity Officer with a copy, including electronic copy, of any of the items referred to in this paragraph within 7 days' of a request from the Integrity Officer.

Sanction: A monetary sanction up to a maximum of \$15,000. In respect of a Player, in addition or alternatively to any monetary sanction, a suspension from playing a Match or Matches.

(b) Companies, trusts and accounts

Without limiting the foregoing each Player shall provide or ensure that any Associate of a Player and any other relevant person provides to the Integrity Officer within 7 days' of any request:

- (i) full and complete details of any and all companies in respect of which the Player or any Associate of a Player is a shareholder or otherwise entitled to the benefits which normally accrue to a shareholder or where there is any contract, agreement, arrangement or understanding for the Player to acquire a shareholding or rights akin to a shareholding or where the Player or any Associate of a Player is in a position to control or direct any votes which may be cast either at a general meeting of the company or a meeting of the board of directors of the company;
- (ii) full and complete details of any and all trusts in respect of which the Player or any Associate of a Player holds a power of appointment or is a trustee, a primary, general or other beneficiary (discretionary or otherwise) or where the Player or any Associate of a Player holds any units or is legally or beneficially interested in any person or entity which holds any units in any unit trust;
- (iii) full and complete details of all and any partnerships or joint ventures in which the Player or any Associate of a Player has a legal or beneficial interest;
- (iv) satisfactory evidence of all income earned or otherwise received by or on behalf of the Player or any Associate of a Player for any period up to three (3) years;
- (v) full and complete details of each and every account with any bank, building society, credit union or other financial institution held by or conducted on behalf of the Player or any Associate of a Player including copies of all statements in relation thereto; and
- (vi) full and free access (with the right to make copies) to the books, files, papers, documents, records, articles or things of any manager or financial or other adviser of the Player or any Associate of a Player.

Sanction: A monetary sanction up to a maximum of \$15,000. In respect of a Player, in addition or alternatively to any monetary sanction, a suspension from playing a Match or Matches.

(c) Provision of information

(i) Upon a request by the Integrity Officer and within 7 days' of that request, a Player shall provide to the Integrity Officer such information or details concerning or relating to any payments promised, given or provided to, or applied for the benefit of the Player or any Associate of the Player, by the Club or any Associate of the Club.

Sanction: A monetary sanction up to a maximum of \$15,000. In respect of a Player, in addition or alternatively to any monetary sanction, a suspension from playing a Match or Matches.

(ii) Upon a request of the Integrity Officer and within 7 days' of that request, a Player shall provide a signed statutory declaration in relation to information or details concerning or relating to any payments promised, given or provided to, or applied for the benefit of the Player or any Associate of the Player, by the Club or any Associate of the Club.

Sanction: A monetary sanction up to a maximum of \$15,000. In respect of a Player, in addition or alternatively to any monetary sanction, a suspension from playing a Match or Matches.

(d) Player to ensure attendance of persons

- (i) Within 7 days' of a request by the Integrity Officer each Player will attend, and will procure and ensure the attendance of any Associate of a Player, before the Integrity Officer. The Player shall ensure that they and each such person:
 - (A) fully co-operates with the Integrity Officer;
 - (B) fully and truthfully answers any questions asked by the Integrity Officer; and
 - (C) provides any document in their possession or control as requested by the Integrity Officer.
- (ii) Where the Player or any Associate of a Player fails to attend before the Integrity Officer, fails to fully co-operate with the Integrity Officer or otherwise fails to comply with any of the requirements under Rule 7(d)(i), the Player shall be liable to a sanction.

Sanction: A monetary sanction up to a maximum of \$15,000. In respect of a Player, in addition or alternatively to any monetary sanction, a suspension from playing a Match or Matches.

(e) No breach of statute

Each of the powers, requirements and obligations hereinbefore set out shall be read and construed so as not to infringe or breach any statute or law and shall be limited or severed to the extent that any statute or law requires.

8. Determination of payments

(a) Extent of Player Payments

The Integrity Officer or the WRFL may determine that the value of all or any part of any payment, consideration, advantage or other benefit given or provided to, or applied for the benefit of, a Player or an Associate of a Player by or at the direction of a Club or any Associate of a Club, or pursuant to any contract, agreement, arrangement or understanding between a Club, an Associate of a Club, and a Player or an Associate of a Player, constitutes a Player Payment for the purpose of these Rules.

(b) Payments to be included if explanation unsatisfactory

The WRFL or the Integrity Officer may seek an explanation from a Club or a Player as to the nature of any payment made by or on behalf of the Club or an Associate of the Club in relation to a Player or an Associate of a Player. In the event that the Club or Player (as applicable) fails to explain the payment to the satisfaction of the WRFL or the

Integrity Officer then the WRFL or Integrity Officer may deem such payment to be a Player Payment to a Player of the Club for the purposes of these Rules.

(c) WRFL may issue guidelines

The WRFL may from time to time issue guidelines as to the application of the Allowable Player Payments provisions in this Player Payment Rule and valuation of Player Payments, provided those guidelines are not inconsistent with the Rules.

(d) Rulings

A Club may at any time submit to the WRFL true, complete and accurate particulars of all payments, consideration, advantages or other benefits given, provided or applied or proposed to be given, provided or applied to or for the benefit of a Player and/or any Associate of a Player with a request that the WRFL issue a ruling as to whether such payments, consideration, advantages or other benefits constitute Player Payments and as to their value for the purposes of these Rules. Any ruling of the WRFL shall be final and binding on the Club.

9. Laying of charge

(a) WRFL may lay charge

If the WRFL suspects that any Person has or may have engaged in conduct in breach of the Allowable Player Payments provisions or otherwise in breach of this Player Payment Rule, the WRFL may lay a charge against:

- (i) where the Person is a Club or Player, the Club or Player;
- (ii) where Rule 2(b) applies, the Club.

(b) Player Payments Disciplinary Committee

- (i) The WRFL shall from time to time appoint persons to a body to be known as the Player Payments Disciplinary Committee.
- (ii) Any charge laid by the WRFL under this Player Payment Rule shall be heard and determined by the Player Payments Disciplinary Committee.
- (iii) The Player Payments Disciplinary Committee shall consist of 3 persons, being:
 - (A) a Legal Practitioner nominated by the WRFL, who shall be the chairperson of the Player Payment Disciplinary Committee; and
 - (B) two other persons nominated by the WRFL.
- (iv) A person shall not be appointed to the Player Payments Disciplinary Committee to hear a charge if that person:
 - (A) has been a Club Official of a Club; or
 - (B) has been a Player of a Club,

in the twenty four months preceding the appointment.

(c) Notice of charge and hearing

Where a charge is laid under Rule 9, the WRFL shall give notice of the charge to each Club and Player charged and the Player Payments Disciplinary Committee appointed to hear the charge. WRFL shall fix a time and date for a hearing of the charge by the Player

Payments Disciplinary Committee and inform each member of the Player Payments Disciplinary Committee and each Club and Player charged of those particulars at least 7 days before the date for the hearing.

(d) Statement of grounds

- (i) A notice of charge under Rule 9(c) shall be accompanied by a statement of the grounds for the laying of the charge.
- (ii) The grounds for the laying of the charge shall constitute sufficient reasons for the Player Payments Disciplinary Committee to declare the charge sustained, unless the Club or Player charged discharges the burden of proof referred to in Rule 10(h).

(e) WRFL may vary time and place of hearing

The WRFL may vary the time or place specified under Rule 9(c), and the WRFL shall give to each member of the Player Payments Disciplinary Committee and each Club and Player charged at least 3 days' written notice of any such variation.

10. Hearing by Player Payments Disciplinary Committee

(a) Conduct of hearing

At the time and place referred to in the notice of charge, or as varied under Rule 9(e), the Player Payments Disciplinary Committee shall conduct a hearing into the matters the subject of the charge.

(b) Informal

The hearing shall be conducted with as little formality and technicality, and with as much expedition, as a proper consideration of the matters before the Player Payments Disciplinary Committee permits.

(c) Rules of evidence not to apply

The Player Payments Disciplinary Committee is not bound by the rules of evidence or by practices and procedures applicable to courts of record but may inform itself of any matter in such manner as it thinks appropriate.

(d) Procedure

Subject to Rule 10(e), the procedure of the Player Payments Disciplinary Committee at a hearing conducted under Rule 10(a) is within the discretion of the Player Payments Disciplinary Committee.

(e) Procedural fairness

At any hearing conducted under Rule 10(a), the Player Payments Disciplinary Committee shall:

- (i) provide to every Club and Player charged an opportunity to be heard and to be represented by any person including a Legal Practitioner; and
- (ii) hear and determine the matter before it in an unbiased manner.

(f) Statement of grounds prima facie evidence

The statement of grounds and any report prepared by the Integrity Officer shall be prima facie evidence of the matter or matters therein contained, provided that a copy of the statement of grounds and report has been provided to any Club and Player charged prior to the commencement of the hearing.

(g) Standard of proof

The Player Payments Disciplinary Committee shall decide any charge laid under Rule 9 on the balance of probabilities whether a Club or Player has or has not engaged in the alleged conduct.

(h) Onus of proof

A Club or Player charged by the WRFL under Rule 9 shall bear the onus of establishing on the balance of probabilities that the alleged conduct was not engaged in.

(i) Decision

- (i) At the conclusion of its hearing, the Player Payments Disciplinary Committee may:
 - (A) declare the charge sustained and may impose a sanction as provided for under Rule 11:
 - (B) declare the charge dismissed; or
 - (C) adjourn the hearing to a fixed date or indefinitely.
- (ii) Any decision of the Player Payments Disciplinary Committee under this Rule is final and binding, subject to any appeal under Rule 12.

(i) No reasons

The Player Payments Disciplinary Committee shall not be obliged to give reasons for a decision under Rule 10(i).

(k) Validity of hearing

Where there is any procedural irregularity in the manner in which a matter has been brought before the Player Payments Disciplinary Committee, the Player Payments Disciplinary Committee may still hear and determine the matter unless it is of the opinion that the irregularity has caused or may cause injustice if the matter was heard.

11. Sanctions

(a) Imposition of sanctions

- (i) Subject to Rule 11(a)(ii), the Player Payments Disciplinary Committee may impose any sanction on any Club or Player contravening this Player Payment Rule that, in their absolute discretion they think fit.
- (ii) Where a Rule provides for a maximum sanction, the Player Payments Disciplinary Committee must not impose any sanction on a Club or Player for contravening that Rule that is in excess of the maximum sanction set for a breach of that Rule. For the avoidance of doubt, no maximum sanction is specified for a breach of Rule 2.

- (iii) Without limiting the ordinary and legal meaning of any of the words in Rule 11(a)(i), if a Club or Player contravenes this Player Payment Rule the Player Payments Disciplinary Committee may do one or more of the following:
 - (A) impose no sanction on the Club or Player;
 - (B) reprimand the Club or Player;
 - (C) impose a monetary sanction on the Club or Player;
 - (D) order that a Club has forfeited the right to register as a Player of the Club the Player or any of the Players to whom the conduct relates for an unlimited period or for a specified period of time;
 - (E) order that a Club has forfeited the right to employ or engage or register as a Club Official of the Club a Club Official involved in the conduct for an unlimited period or for a specified period of time;
 - (F) order that a Player has forfeited the right to play for, or be a registered Player of, any Club for an unlimited period or for a specified period of time:
 - (G) order that no club shall for such period as the Player Payments Disciplinary Committee may determine permit or allow a person to occupy any office or perform any functions (including without limitation attendance at matches and training sessions) for or on behalf of a club;
 - (H) declare, in respect of a Club, the loss of or ineligibility to receive Premiership Points for past or future Matches in which a team or teams of the Club participated or will participate;
 - (I) declare, in respect of a Club, the loss of or ineligibility to receive Total Team Points for past, current or future Football Years:
 - (J) in respect of a Club, relegate any of the Club's teams to a competition or league in a lower division to the division that the team is currently competing in; and
 - (K) impose a sanction on any terms or conditions seen fit.

(b) Matters that may be taken into account regarding sanctions

Without limiting the ordinary and legal meaning of any of the words in Rule 11(a) the Player Payment Disciplinary Committee may, in its absolute discretion take into account one or more of the following factors when determining what sanction, if any, to impose on a Club or Player for any contravention of this Player Payment Rule:

- (i) whether, and if so to what extent, the Club authorised the conduct;
- (ii) whether, and if so to what extent, the Club benefitted from the conduct;
- (iii) whether the conduct was intended or likely to have the effect of enabling the Player to play with a particular Club;
- (iv) the period of time over which the conduct occurred;
- (v) any prior contraventions of this Rule;
- (vi) whether, and if so to what extent, the Club or Player has provided substantial assistance to the WRFL which results in the WRFL discovering or establishing a contravention of this Player Payment Rule; and

(vii) whether the Club or Player had knowledge of the breach and/or wilfully engaged in the breach.

(c) Club or Player may be excused for co-operation

The WRFL may excuse any Club or Player in whole or in part from any liability under this Player Payment Rule in consideration of that Club's or Player's co-operation and assistance in establishing a breach of these Rules by any other Club or Player.

12. Appeal

- (a) A Club or Player may appeal to the AFL Victoria Appeal Board in respect of a determination by the Player Payments Disciplinary Committee under this Player Payment Rule in respect of a charge laid against that Club or Player by:
 - (i) making payment to AFL Victoria of any applicable appeal fee; and
 - (ii) submitting a notice of appeal to AFL Victoria (in any form prescribed by AFL Victoria), on one or more of the following grounds:
 - (A) that there was an error of law;
 - (B) that the decision was so unreasonable that no Player Payments Disciplinary Committee acting reasonably could have come to that decision having regard to the evidence before it; or
 - (C) that the sanction imposed was manifestly excessive.

no later than 12.00 noon on the fifth day following the decision of the Player Payments Disciplinary Committee.

- (b) The WRFL may appeal to the AFL Victoria Appeal Board in respect of a determination of the Player Payments Disciplinary Committee under this Player Payment Rule within the time and on one or more of the grounds referred to in Rule 12(a) or on the ground that the sanction imposed was manifestly inadequate.
- (c) Any appeal heard by the AFL Victoria Appeal Board shall be held in accordance with the rules governing the AFL Victoria Appeal Board, as determined by AFL Victoria from time to time.

13. Rule paramount

To the extent that any Rule in this Player Payment Rule is inconsistent with any other rule of the WRFL, the provisions of this Player Payment Rule shall prevail.

14. Premiership Points, Final Premiership Ladder and Total Team Points

All other rules of the WRFL relating to or impacting on Premiership Points, the Final Premiership Ladder and Total Team Points shall be read subject to and as including any sanctions imposed by the Player Payments Disciplinary Committee under Rule 11.

15. Relevant Definitions

In this Player Payment Rule, unless there is something in the subject or context inconsistent therewith, the following expressions will have the following meanings:

Allowable Player Payments means the amount from time to time determined by the WRFL as the maximum aggregate amount or value of all Player Payments that may be given to or applied in any Football Year for the benefit of Players with each Club and the Associates of a Player of the Club.

Associate of a Club includes any of the following:

- (a) a Club Official;
- (b) a sponsor, member, supporter or financial contributor of the Club;
- (c) a body corporate which is related to the Club within the meaning of s. 50 of the *Corporations Act 2001* (Cth), and any director, secretary or other officer of a related body corporate;
- (d) a partner of the Club or a partnership in which the Club is a member;
- (e) a trustee of a trust estate where the Club, or another person who is an associate of the Club by virtue of another sub-paragraph of this definition, benefits or is capable (whether by the exercise of a power of appointment or otherwise) of benefiting under the trust, either directly or through any interposed companies, partnerships or trusts;
- (f) a body corporate:
 - (i) in which the Club, or a person who is an associate of the Club by virtue of another sub-paragraph of this definition, has a direct or indirect beneficial interest in shares in the body corporate, or an entitlement thereto, where the nominal value of those shares is not less than 10% of the nominal value of all issued shares of the corporation falling within the same class;
 - (ii) where the body corporate is, or its directors are, accustomed or under an obligation, whether formal or informal, to act in accordance with the directions, instructions or wishes of the Club or of another person who is an associate of the Club by virtue of another sub-paragraph of this definition; or
 - (iii) the Club is, or persons who are associates of the Club by virtue of another subparagraph of this definition are, in a position to cast, or control the casting of, more than 50% of the maximum number of votes that might be cast at a general meeting of the body corporate.
- (g) any person who is or was acting, or who proposes to act, on behalf of or in concert with the Club.

Associate of a Player includes any of the following:

- (a) any relative of the Player;
- (b) the spouse or partner (legal or defacto) of the Player or any of his or her relatives;
- (c) a body corporate where:
 - (i) the Player or a person referred to in sub-paragraph (a) or (b) has, or two or more such persons together have, a direct or indirect beneficial interest in shares in the body corporate, or an entitlement thereto, where the nominal value of those shares is not less than 10% of the nominal value of all issued shares of the corporation falling within the same class;

- (ii) the body corporate is, or the directors are, accustomed or under an obligation, whether formal or informal, to act in accordance with the directions, instructions or wishes of the Player, or of another person or body corporate who or which is an associate of the Player by virtue of another sub-paragraph of this definition; or
- (iii) the Player is, or a person or persons who are associates of the Player by virtue of another sub-paragraph of this definition is or are, in a position to cast or control the casting of, more than 50% of the maximum number of votes that might be cast at a general meeting of the body corporate;
- (d) a body corporate which is related to a corporation referred to in sub-paragraph (c) above within the meaning of s. 50 of the *Corporations Act 2001* (Cth);
- (e) a director, secretary, or officer of a corporation referred to in sub-paragraph (c) or (d) above:
- (f) a partner of the Player of any partnership which the Player or any person referred to in sub-paragraphs (a), (b), (c) or (d) above is a member;
- (g) a trustee of a trust estate where the Player, or another person who is an associate of the Player by virtue of another sub-paragraph of this definition, benefits or is capable (whether by the exercise of a power of appointment or otherwise) of benefiting under the trust, either directly or through any interposed companies, partnerships or trusts;
- (h) any person who is or was acting, or who proposes to act, on behalf of or in concert with the Player.

Club means a football club which participates in a Football League.

Club Officer means an 'officer' (as defined in the *Corporations Act 2001* (Cth)) of a Club and without limitation shall include the president, chairman, vice president, vice chairman, general manager, chief executive, football manager, coach, assistant coach, specialist coach, any director or committee member of the Club and any servant or agent who makes or participates in the making of decisions that affect the whole, or a substantial part, of the business of the Club.

Club Official means:

- (a) any Club Officer, employee (excluding Players), servant or agent of a Club; or
- (b) any other person, whether volunteer or paid, who is engaged by a Club or engaged by a contractor or sub-contractor of a Club;
 - (i) to work with, treat, advise or assist a Player or the football operations of a Club; or
 - (ii) to at any time undertake official duties for the Club in connection with the playing of a Match.

conduct in breach of the Allowable Player Payments provisions means conduct which has the purpose or has or is likely to have the effect of contravening, circumventing or evading the operation of the Allowable Player Payments provisions in these Rules and, without limiting the foregoing, includes:

- (a) conduct in contravention of this Player Payment Rule;
- (b) entering into, making or being a party to any agreement, arrangement, understanding, promise or undertaking, whether express or implied and whether or not enforceable or intended to be enforceable, or entering into or carrying out any scheme, plan, proposal, action, course of action or course of conduct which has the purpose or which would have or would be likely to have the effect of:

- (i) contravening, circumventing or evading the operation of the Allowable Player Payments provisions in these Rules; or
- (ii) offering or paying to a Player or an Associate of a Player benefits in cash or kind which would result or would be likely to result in the Allowable Player Payments limit of a Club being exceeded.

Final Premiership Ladder means the ranking of Clubs in a Football League as determined by the WRFL at the conclusion of the final series of Matches for a Football Year taking into account any sanctions imposed under this Player Payment Rule.

Football League means an Australian Football league or competition controlled by the WRFL.

Football Year means the twelve month period commencing on 1 November in one year and concluding on 31 October in the next year.

Individual Player Payments Threshold means the amount from time to time determined by the WRFL (which may be expressed as an amount per Match) as the maximum amount or value of Player Payments that may be given to or applied in any Football Year for the benefit of a Player with each Club and the Associates of a Player of the Club before the Club is required to lodge a Player Contract in respect of the Player.

Integrity Officer means any person from time to time appointed by the WRFL to that position. A reference to the Integrity Officer in these Rules shall include a reference to any person or persons appointed by the Integrity Officer to act on their behalf.

Legal Practitioner means a person duly qualified to be admitted or who has previously been admitted to practice as a barrister and/or solicitor in the State of Victoria.

Match means any football Match played between or directly or indirectly involving any Club including without limitation any practice Match, trial Match, representative Match or exhibition Match.

Person includes a Club, Player, Club Official, servant or agent of a Club, trainer, runner, medical officer, employee, independent contractor or volunteer of a Club.

Player means save as otherwise provided a person who is registered to play for the Club, including any person who is registered to compete in any of the Club's under age teams during the relevant Football Year.

Player Contract has the meaning given to it in Rule 4(a).

Player Payments Disciplinary Committee means the independent disciplinary committee appointed pursuant to Rule 9(b).

Player Payments means in respect of a Player, any payment, consideration, award, advantage, advance, bonus, fringe benefit, remuneration, salary, superannuation benefit, property or other rights or benefit directly or indirectly given or provided to, or applied for the benefit of, the Player or any Associate of the Player and which:

- (a) relates in any way to, or which is connected with, the Player's past, present or future services with a Club as a football player, or any agreement, arrangement or understanding for the Player to join a Club or to refrain from joining a Club; or
- (b) is so given, provided or applied by a Club, or by any Associate of a Club, unless the Player, the Club or the Associate of a Club proves to the satisfaction of the Integrity Officer that the payment, consideration, advantage or benefit was paid, given or provided to the Player, or applied for the benefit of the Player or any Associate of a Player, in consideration of bona fide:
 - (i) employment with the Club or the Associate of a Club; or

(ii) provision of services to the Club or the Associated of a Club,

not falling within sub-paragraph (a), rendered by the Player.

Premiership Points means the points awarded to a Club during home and away Matches.

Senior Team means a team fielded by a Club in the first 18, including all persons selected as interchange Players in such team

Underage Player means any Player who is eligible to compete in any of the Club's under age teams during the relevant Football Year.

WRFL means Western Region Football League