



AFL NSW/ACT

Community Club Sustainability Program

Player Payment Rules

and

Guidelines for Player Payment Rules

February 2024

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AFL NSW/ACT Player Payment Rules

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 financially stronger Clubs do not obtain an unfair proportion of the best Players at the expense of the financially 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 objectives 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, AFL NSW/ACT has adopted this Player Payment Rule.

The AFL NSW/ACT formally manages the Player Payment framework, with support from the Community Football Leagues.

2. Relevant Definitions

In this Player Payment Rule, unless otherwise defined in [Table 1](#), or elsewhere in these Rules, terms used in these Rules have the same meaning as defined in the Rules:

Table 1 – Player Payment Rules Definitions.

Term	Means
Allowable Player Payments	The amount from time to time determined by the AFL NSW/ACT in consultation with the League 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: <ul style="list-style-type: none"> (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: <ul style="list-style-type: none"> (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

	<p>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;</p> <p>(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</p> <p>(iii) the Club is, or persons who are associates of the Club by virtue of another sub-paragraph of this definition are, in a position to cast, or control the casting of, more than 50% of the maximum number of votes that might be cast at a general meeting of the body corporate.</p> <p>(g) any person who is or was acting, or who proposes to act, on behalf of or in concert with the Club.</p>
Associate of a Player	<p>includes any of the following:</p> <p>(a) any relative of the Player;</p> <p>(b) the spouse or partner (legal or de facto) of the Player or any of his or her relatives;</p> <p>(c) a body corporate where:</p> <p>(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;</p> <p>(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</p> <p>(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;</p> <p>(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);</p> <p>(e) a director, secretary, or officer of a corporation referred to in sub-paragraph (c) or (d) above;</p> <p>(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;</p> <p>(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;</p> <p>(h) any person who is or was acting, or who proposes to act, on behalf of or in concert with the Player.</p>
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: <ul style="list-style-type: none"> (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: <ul style="list-style-type: none"> (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: <ul style="list-style-type: none"> (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: <ul style="list-style-type: none"> (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 League 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 League.
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 League (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 Declaration in respect of the Player.
Integrity Officer	means any person from time to time appointed by the AFL NSW/ACT in consultation with the League with the prior approval of AFL NSW/ACT 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 New South Wales or the Australian Capital Territory.
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.
League	means An AFL NSW/ACT managed or affiliated League which operates or conducts a Competition within NSW and/or the ACT. For the purpose of the Player Payment Rules the Leagues are AFL Canberra, Hume Football Netball League, Riverina Football Netball League, and Farrer Football Netball League.
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 a person who is registered to play for the Club, including any person who is registered to compete in any of the Club's underage teams during the relevant Football Year.
Player Declaration	has the meaning given to it in Rule 5(a).
Player Payments Disciplinary Committee	means the independent disciplinary committee appointed pursuant to Rule 11(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: <ul style="list-style-type: none"> (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: <ul style="list-style-type: none"> (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 League's Senior Men's and/or Senior Women's competition, 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 underage teams during the relevant Football Year.

3. 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 AFL NSW/ACT:

- (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
- (ii) 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.

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

(a) AFL NSW/ACT in consultation with the League to determine.

- (i) AFL NSW/ACT in consultation with the League 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 League 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 31 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 League.
- (iii) A Club may apply to the League for an increase or decrease in the Allowable Player Payments that will apply to that Club and the AFL NSW/ACT in consultation with the League, may decide to increase the Allowable Player Payments for that Club.
- (iv) AFL NSW/ACT in consultation with the League may in its absolute discretion take into account one or more of the following factors when determining whether, if at all, to increase or decrease the Allowable Player Payments for a Club following a request from a Club under Rule 4(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 underage 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.
- (v) (A) Should a round or multiple rounds of fixtured matches be cancelled in a competition season, the Allowable Player Payments for a Club in the relevant League shall immediately be recalculated on a pro rata basis of the revised fixtured matches for that season relative to a normal season of fixtured matches.
- (B) The AFL NSW/ACT in consultation with the League may at their discretion further reduce the Allowable Player Payments for a Club at any stage during a season.

(b) One whole amount

- (i) 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.
- (ii) Allowable Player Payments for the 2024 season will be:

Riverina FNL:	\$85,000	Farrer FNL:	\$80,000
AFL Canberra:	\$85,000	Hume FNL:	\$80,000

5. Reporting

(a) Player Declaration

- (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 20 May in each Football Year, the Club must lodge, or procure that the Player lodge, with the League through the [AFL Community Document Portal](#) a statement in the form prescribed by AFL NSW/ACT 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 Declaration in respect of a Player has not already been lodged in accordance with Rule 4(b)(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 League through the [AFL Community Document Portal](#) a Player Declaration for that Player.
- (iii) If a Player Declaration Statement is not lodged in accordance with, and within the prescribed times in Rule 5(a) or 5(b), the Club and Player to which the Player Declaration relates shall be liable to a sanction.

Sanction: For any non-compliance of Rule 4, AFL NSW/ACT or the League may apply 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) Non-Declared 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-Declared Player),

then by no later than 20 May or, where a player is not included in the 20 May lodgment, within 7 days of that Non-Declared Player playing a Match for the Club in the Football Year the Club must lodge, or procure that each Non-Declared Player lodge, with the League through the [AFL Community Document Portal](#) a statement in the form prescribed by AFL NSW/ACT from time to time and such statement shall:

(C) set out the name of the Non-Declared Player;

(D) state that the Player will:

- I. play a Match (or has played 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-Declared Player and one of the Presidents (or their equivalent), the secretary, treasurer, or football manager of the Club.

(ii) If a Non-Declared Player statement is not lodged in accordance with, and within the prescribed times in Rule 5(a) or 5(b), the Club and Player to which the Player Declaration relates shall be liable to a sanction.

Sanction: For any non-compliance of Rule 5, AFL NSW/ACT or the League may apply 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) Player Payments budget declaration

(i) By no later than 20 May in each Football Year or such other date as determined by AFL NSW/ACT, each Club shall lodge with the League through the [AFL Community Document Portal](#) a statement in the form prescribed by AFL NSW/ACT 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 AFL NSW/ACT; 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 the request under 5(c)(i)(D), a Club shall provide the League through the [AFL Community Document Portal](#) with an updated statement with the information prescribed in Rule 5(c)i.
- (iii) If:
- (A) the Club lodges a statement under Rule 5(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 5(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 League with an updated statement with the information prescribed in Rule 5(c)i.
- (iv) A Club who does not complete and lodge the statement or updated statement within the prescribed time in Rule 5(c)(i) 5(c)(ii) or 5(c)(iii) shall be liable to a sanction.

Sanction: For any non-compliance of Rule 5, AFL NSW/ACT or the League may apply 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 Payments final declaration

- (i) By no later than 31 October after the conclusion of each Football Year and at such other times as requested by the AFL NSW/ACT or League, each Club shall lodge with the League through the [AFL Community Document Portal](#) a statement in the form prescribed by the AFL NSW/ACT or League 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 AFL NSW/ACT or the League; 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 for a sanction.

Sanction: For any non-compliance of Rule 5, AFL NSW/ACT or the League may apply 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.

6. Integrity Officer

(a) Appointment of Integrity Officer

AFL NSW/ACT in consultation with the League, 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 AFL NSW/ACT

(b) No false or misleading information

No Person shall knowingly provide to the Integrity Officer, AFL NSW/ACT or the League (including under Rules 5, 7 and 8) any statement or information which is in any respect false or misleading or likely to mislead.

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.

7. 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 under 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 an 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:

1. fully co-operates with the Integrity Officer.
2. fully and truthfully answers any questions asked by the Integrity Officer; and
3. 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.

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.

8. 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 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 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:
 - 1. fully co-operates with the Integrity Officer;
 - 2. fully and truthfully answers any questions asked by the Integrity Officer; and
 - 3. 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 8(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.

9. Determination of payments

(a) Extent of Player Payments

The Integrity Officer, AFL NSW/ACT or the League 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 Integrity Officer, AFL NSW or the League 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 parties seeking the explanation then such payment will be deemed to be a Player Payment to a Player of the Club for the purposes of these Rules.

(c) The League may issue guidelines.

The AFL NSW in consultation with the League 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 AFL NSW/ACT 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 AFL NSW ACT League 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 AFL NSW/ACT in consultation with the League shall be final and binding on the Club.

10. Integrity Review

- (A) Allowable Player Payment integrity reviews may only be conducted by AFL Accredited CCSP Integrity Officers.
- (B) After the completion of each competition season, AFL NSW/ACT in consultation with the League shall initiate integrity reviews into possible breaches of the Allowable Player Payment Rules. Both competing Grand Final Senior teams will be selected for an integrity

review, except where rule 10(c) is applied,

- (C) Where a Grand Final Senior team is not selected for an integrity review under Rule 10(b), another team in that same competition must be selected for an integrity review.
- (D) AFL NSW/ACT or the League may also initiate an Allowable Player Payment integrity review for any club following:
 - i. Voluntary disclosure by a Club;
 - ii. Assessment of a Club's Allowable Player Payment Budget declaration and identification of anomalies.
 - iii. Assessment of a Player or Players' Declarations and identification of anomalies.
 - iv. Assessment of a Club's Allowable Player Payment Budget declaration and Player Declarations and identification of anomalies.
 - v. Assessment of the evidence provided of an alleged Allowable Player Payment breach by an affiliated club (as referred in Rule 10 (g))
- (E) AFL NSW/ACT or the League may randomly select Clubs for an integrity review without any allegation of possible breaches of the Allowable Player Payment Rules for the purpose of checking for compliance with the Allowable Player Payment Rules.
- (F) An integrity review under the Allowable Player Payment Rules may be initiated and conducted at any stage during the year.
- (G) A Club may lodge a notice in writing with to the League outlining the particulars of an alleged breach in the Allowable Player Payment Rule by a [Club or Player]
 - vi. The affiliated club lodging the notice must provide supporting evidence of the alleged breach.
 - vii. A sum of \$2,500 must accompany the notice which shall be fully refundable by the League should the allegation not be deemed frivolous or vexatious. If the allegation is deemed frivolous or vexatious, the League may retain all or part of the sum at their absolute discretion.
 - viii. The League in consultation with AFL NSW/ACT shall within 7 days of receipt and determine if the allegation is to be referred to an integrity review. The decision of the League will be final and binding.

11. Laying of charge

(a) The AFL NSW/ACT or the League may lay charge.

If the AFL NSW/ACT or the League 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 charge may be laid against:

- (i) where the Person is a Club or Player, the Club or Player;
- (ii) where Rule 3(b) applies, the Club.

(b) Player Payments Disciplinary Committee

- (i) The AFL NSW/ACT in consultation with the League shall from time to time appoint persons, to a body to be known as the Player Payments Disciplinary Committee.

- (ii) Any charge laid by AFL NSW/ACT, or the League 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 AFL NSW/ACT, who shall be the chairperson of the Player Payment Disciplinary Committee; and
 - (B) two other persons nominated by the AFL NSW/ACT.
- (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 11, the League shall give notice of the charge to each Club and Player charged and the Player Payments Disciplinary Committee appointed to hear the charge. The AFL NSW/ACT 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 11(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 12(h).

(e) The League may vary time and place of hearing

The League may vary the time or place specified under Rule 11(c), and the League 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.

12. 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 11(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 12(e), the procedure of the Player Payments Disciplinary Committee at a hearing conducted under Rule 12(a) is within the discretion of the Player Payments Disciplinary Committee.

(e) Procedural fairness

At any hearing conducted under Rule 12(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 under Rule 11 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 13;
 - (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 14.

(j) No reasons

The Player Payments Disciplinary Committee shall not be obliged to give reasons for a decision under Rule 12(i).

(k) Validity of hearing

Where there is any procedural irregularity in the manner 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.

13. Sanctions

(a) Imposition of sanctions

- (i) Subject to Rule 13(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 3.
- (iii) Without limiting the ordinary and legal meaning of any of the words in Rule 13(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;
 - (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;
 - (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;
 - (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 12(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 League which results in the League discovering or establishing a contravention of this Player Payment Rule; and
- (vii) whether the Club or Player had knowledge of the breach and/or willfully engaged in the breach.

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

Subject to prior approval from AFL NSW/ACT the League 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.

14. Appeals

(a) Club or Player

May appeal to the AFL NSW/ACT Appeals Board (in accordance with the AFL NSW/ ACT Rules) 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 NSW/ACT of any applicable appeal fee; and
- (ii) submitting a notice of appeal to AFL NSW/ACT (in any form prescribed by AFL NSW/ACT), on one or more of the following grounds:
 - (A) that there was an error of law that had a material impact on the decision.
 - (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 5 pm on the third (3) business day following the decision of the Player Payments Disciplinary Committee.

(b) The League

May appeal to the AFL NSW/ACT Appeals 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 14(a) or on the ground that the sanction imposed was manifestly inadequate.

(c) Appeal Hearing

Any appeal heard by the AFL NSW/ACT Appeals Board shall be held in accordance with the AFL NSW/ACT Regulations governing the AFL NSW/ACT Appeals Board applicable from time to time.

15. Rule paramount

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

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

All other rules of the League 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 13.

Guidelines for Player Payment Rules

The following guidelines (**Guidelines**) are issued by the AFL NSW/ACT to assist Clubs, Club Officials and Players with the application of the AFL NSW/ACT 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.

AFL NSW/ACT, in consultation with the League formally manages the player payment framework and will update these Guidelines from time to time.

1. 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 1 September 2018;
- (b) the Pre-Existing Playing Contract includes the information of the kind required under Rule 5(b)(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 League through the [AFL Community Document Portal](#) as the Player Declaration in respect of that Player (and will not be required to lodge a Player Declaration in the form set out in Attachment 1 in respect of that Player).

2. 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 Declaration 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.

3. Marquee Player Allowance.

For the purposes of the Player Payment Rules, 40% of the payments the Club has given or applied to a Marquee Player, is not a Player Payment and may be excluded from the calculation of the Club's Player Payments.

For example, if a Marquee Player is paid \$10,000 then \$4,000 would not be a Player Payment and would not be included in the calculation of the Club's Player Payments.

4. Promotional Player

A Club may nominate an AFL Player (Category 6 as per Player Points System Policy) they have signed to play in a one-off match for promotional purposes as a Promotional Player. This payment may be excluded from the calculation of the Club's Player Payment calculations up to a maximum of \$10,000.

At the request of the League, a Club must provide evidence of a Player's promotional status and attached agreed initiatives.

5. 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).

(a) 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 Declaration lodged in accordance with Rule 5(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.

(b) 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 50% of their total remuneration, to a maximum of \$10,000.

For example, if a playing coach and non-playing coach are paid \$15,000 each, then \$7,500 of the playing coach payment would not be a Player Payment and would not be included in the calculation of the Club's Player Payments.

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 50% of the total payments to both coaches, to a maximum of \$10,000 per coach.

For example, if two playing coaches are paid \$15,000 each, then \$7,500 per coach (total of \$15,000) would not be a Player Payment and would not be included in the calculation of the Club's Player Payments.

The exclusion under this guideline applies up to a maximum of two co-coaches. For all other Co-Coaching arrangements, clubs must seek a ruling under Rule 9 (d).

(c) 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 Declaration, and any payment, 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.

(d) 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.

(e) General

The guidelines above that allow for the exclusion of certain parts of payments to coaches from

Player Payments will only apply where:

- (i) all payments to the coach have been specifically detailed in the Player Declaration and the Declarations lodged by the Club under Rule 5(a);
- (ii) the relevant playing coach or other team coach holds a current AFL Coaching Accreditation; and
- (iii) 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.

6. 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 5. Clubs may apply for a Ruling under Rule 9(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 the League for a ruling under Rule 9(d) as to whether such payments constitute Player Payments and as to their value for the purposes of the Player Payment Rules.

7. Player Provident funds

For the purpose of Player payment Rules, payments made in the form of a Player Provident Fund or Deferred Player Payment Scheme will be deemed as a Player Payment and is required to be reported as a player payment in the year that that the payment was paid.

8. Player Sponsorships:

Any player sponsorships, sourced by the player, an associate of the player, the club or an associate of the club, and received directly or indirectly by the player shall be a Player Payment which is to be included in the calculation of the Club's Player Payments.

9. 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 9(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. grounds keeping 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 League for a ruling under Rule 9(d) as to whether such payments constitute Player Payments and as to their value for the purposes of the Player Payment Rules.

10. 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.

11. Player Affiliation / Player Registration Fees / Player Insurance

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

Any payment of Club membership fees, either paid by the club or by an associate of the club, shall be a Player Payment which is 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.

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

A Club may apply to the League for a ruling under Rule 9(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 League before any payment is given or applied to the Player. The League in consultation with AFL NSW/ACT will consider any such application on a case-by-case basis.

13. 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 5(c) & (d)) and the Player Declaration completed by the Player (see Rule 5(b)).

14. 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.

15. 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 League. If necessary, a Club may also apply for a ruling under Rule 9(d) in relation to such payments.

16. Information Storage

The process for the storage of any Player Payment information will be via the [AFL Community Document Portal](#).

17. Forms

The Allowable Player Payment templates can be accessed by clicking on the link below:

- [Player Declaration Template](#)
- [Non-Declared Player Statement](#)
- [Budget / Final Declaration Template](#)

Sample forms are annexed as Appendix 1, 2 and 3 of these Guidelines respectively.

18. Rulings

Any ruling made by the League under Rule 9(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 League in consultation with AFL NSW/ACT will make each ruling based on the information provided to it by the Club in respect of that application.

19. Breaches

AFL NSW/ACT in consultation with the League shall from time to time appoint persons, to a body to be known as the Player Payments Disciplinary Committee, to hear any matters relating to breaches of the Player Payment Rules. Any charge laid by the AFL NSW/ACT or the League under the Player Payment Rules shall be heard and determined by the Player Payments Disciplinary Committee.

Appeals are governed by AFL NSW/ ACT Regulations.

20. 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 9(d), please contact your League Manager.

Appendix 1: Standard Player Declaration

[Click here to download the form.](#)

AFL NSW/ACT STANDARD PLAYER DECLARATION (Rule 5(a))

NAME, CLUB AND LEAGUE

This Declaration is made by: ('the Player')

Of: Football Club ('the Club')

An affiliated club of the: Football League ('the League')

Affiliated with: ('State Football Body')

VALIDITY PERIOD

Valid until:/...../.....

PLAYER PAYMENTS

For Home and Away matches (strike through where not applicable)

Per senior match won: \$ Per senior match lost or drawn: \$

Per non-senior match won: \$ Per non-senior match lost or drawn: \$

Incentives: \$ for

Deductions from match pay: Annual subs: \$ Detail:

Social functions: \$ Detail:

Club property: \$ Detail:

Other: \$ Detail:

Coaching (if applicable): \$ for

Other payments (including Finals matches): \$ for

DATE FOR PAYMENT

Weekly Monthly Other (describe):

ACKNOWLEDGEMENTS

(strike through where not applicable)

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

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

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

SIGNED By the Player: Date:/...../.....

By parent or legal guardian Date:/...../.....
(where Player is under 18 years of age)

For the Club: Date:/...../.....
Position: President | Secretary | Treasurer | Football Manager (delete inapplicable titles)

Appendix 2: Non-declared Player Statement

[Click here to download the form.](#)

(Insert Name) FOOTBALL CLUB
NON DECLARED PLAYER STATEMENT (Rule 5(b))

	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, and their Associates will:

(a) receive Player Payments for the 2024 season less than the \$100 per game Individual Player Payment threshold as set by AFL NSW/ACT.

(b) not receive any Player Payments for the 2024 season and is expected to, or has played in the Senior Team in the current season and is not required to sign a Player Declaration in accordance with the provisions of the AFL NSW/ACT Payment Payment Rules.

We hereby verify that this is an accurate statement of all of Non Declared Players registered with the club.

_____ / /20

President

_____ / /20

Secretary/ Treasurer / Football Manager

(delete as relevant)

Appendix 3: Player Budget/Final Declaration Template (1 of 3)

[Click here to download the form.](#)

(Insert Name) FOOTBALL CLUB - PLAYER PAYMENTS (Rule 5(c) & (d))

2024 PLAYER PAYMENTS - BUDGET / FINAL DECLARATION

PLAYERS - WITH A DECLARATION/CONTRACT					TOTAL MATCH
<small>List Players in Alphabetical Order</small>					PAYMENTS \$
	Surname	First name	No. Of Games	Rate \$	Amount \$
1					\$0
2					\$0
3					\$0
4					\$0
5					\$0
6					\$0
7					\$0
8					\$0
9					\$0
10					\$0
11					\$0
12					\$0
13					\$0
14					\$0
15					\$0
16					\$0
17					\$0
18					\$0
19					\$0
20					\$0
21					\$0
22					\$0
23					\$0
24					\$0
25					\$0
26					\$0
27					\$0
28					\$0
29					\$0
30					\$0
31					\$0
32					\$0
33					\$0
34					\$0
35					\$0
36					\$0
37					\$0
38					\$0
39					\$0
40					\$0

Appendix 3: Player Budget/Final Declaration Template (2 of 3)

NON DECLARED PLAYERS (UNDER IPP THRESHOLD & NO DECLARATION/CONTRACT)					TOTAL MATCH PAYMENTS \$
<i>List Players in Alphabetical Order</i>					
	Surname	First name	No. Of Games	Rate \$	Amount \$
1					\$0
2					\$0
3					\$0
4					\$0
5					\$0
6					\$0
7					\$0
8					\$0
9					\$0
10					\$0
11					\$0
12					\$0
13					\$0
14					\$0
15					\$0
16					\$0
17					\$0
18					\$0
19					\$0
20					\$0
Total Season Games			0		
<i>Equal to number of Senior rounds played x players per Senior team (e.g. 18 rounds x 22 players = 396 games)</i>					

MATCH AWARDS							
DETAIL THE TOTAL OF ALL CASH AWARDS AND ANY NON CASH AWARDS THAT EXCEED \$300 PER WEEK FOR ENTIRE CLUB OR \$100 PER WEEK PER PLAYER							
SENIORS				NON SENIOR			
	No. Of Games	Rate \$	Amount \$	No. Of Games	Rate \$	Amount \$	TOTAL \$
Cash			\$0			\$0	\$0
Non			\$0			\$0	\$0

OTHER PLAYER PAYMENTS				
<i>List Players in Alphabetical Order</i>				
	Surname	First Name	Detail of other Player Payments (e.g. incentives for best and fairest)	AMOUNT \$
1				\$0
2				\$0
3				\$0
4				\$0
5				\$0

Any other payments to a Player (or their Associates)				
In respect of coaching, employment, provision of services or otherwise.				
<i>List Players in Alphabetical Order</i>				
	Surname	First Name	Detail of Arrangements	AMOUNT \$
1				\$0
2				\$0
3				\$0
4				\$0
5				\$0

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

Appendix 3: Player Budget/Final Declaration Template (3 of 3)

EXEMPT PAYMENTS TO PLAYERS APPROVED UNDER A RULING AND / OR PLAYING SENIOR COACH EXEMPTIONS DETAILED IN THE PLAYER PAYMENT GUIDELINES				
List Players in Alphabetical Order				
	Surname	First Name	Detail of Arrangements	AMOUNT \$
1				\$0
2				\$0
3				\$0
4				\$0
5				\$0

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
\$0
TOTAL EXEMPT PAYMENTS
\$0
FINAL APP VALUE
\$0

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 detail if they believe that any exemptions apply under the Guidelines or any rulings under Rule 90.

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

_____ / 20
President

_____ / 20
Secretary/ Treasurer / Football Manager (delete as relevant)
(delete as relevant)