



AUSTRALIAN FOOTBALL LEAGUE

INTERSTATE

PLAYER

TRANSFER

REGULATIONS

Amended October 2006

ACN: 004 155 211

INDEX

SECTION 1	DEFINITIONS.....	4
SECTION 2	STATE LEAGUES	7
	2.1 Contracted Players	
	2.2 Uncontracted Players	
	2.3 Junior Players	
	2.4 Disputes	
	2.5 Practice and Trial Matches	
	2.6 State Body responsible	
SECTION 3	AUSTRALIAN FOOTBALL LEAGUE.....	9
	3.1 Transfer of Players to AFL	
	3.2 Interchange	
	3.3 AFL Rookie List	
	3.4 State League Regulations - Delisted AFL Players	
	3.5 Transfer Fee - Delisted AFL Players	
SECTION 4	TRANSFER FEES	11
	4.1 Category 1 State Leagues	
	4.2 Category 2 State Leagues	
	4.3 Appeal for Deferment	
	4.4 AFL Related Transfer Fees	
SECTION 5	OTHER BODIES	13
	5.1 District Players	
	5.2 Transfer Fee not applicable	
SECTION 6	SPECIAL PROVISIONS	14
	6.1 Northern Territory Football League (NTFL) Players	
	6.2 State Affiliation – District Bodies	
	6.3 Regulations Not Applicable	
	6.4 Separate Agreements	
	6.5 New State League Club	
	6.6 State Body Fielding a Representative team in another League	
	6.7 Permission To Play With Original Club	

SECTION 7 RULINGS..... 16

7.1 Rulings and interpretations

SECTION 8 PERMIT COMMITTEE..... 16

8.1 Appointment

8.2 Revocation

8.3 Powers of the Permit Committee

APPENDIX

(i) Procedure for lodgement and processing

(ii) Form 1 (a)

(iii) Form 2 (b)

(iv) Form 4

(v) Form 5 (a)

(vi) Standard Contract

INTRODUCTION

The Interstate Player Transfer Regulations are intended to operate as an agreement between and amongst all State Bodies and State Leagues. In the event that individual State Bodies and/or State Leagues cannot agree on the interpretation of the Interstate Player Transfer Regulations they agree to submit the details of their dispute to the AFL for decision which decision shall be final and binding on each of the State Bodies and/or State Leagues.

SECTION 1 DEFINITIONS

1.1 AFL

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

1.2 AFL PLAYER

A Player currently listed by an AFL Club under the AFL Player Rules.

1.3 AFL COMMUNITY DEVELOPMENT MANAGER

The person appointed to the position by the AFL.

1.4 AFL INTERNAL LEGAL DEPARTMENT

Means one or both of the AFL's General Manager – Legal and Business Affairs and AFL's Manager - Legal and Business Affairs.

1.5 CLUB

A Football Club fielding a team in a competition conducted by the AFL, a State League, District Body or Unaffiliated Body.

1.6 CONTRACTED PLAYER

A Player who is obliged pursuant to a Contract to render his services as a footballer to a Club of a State League provided that the particulars of such contract are in accordance with the Standard Contract set out in Appendix (vi) or who had a contract signed before 1 March 2005 and a copy of such contract has been lodged by the Club with its State Body.

1.7 DISTRICT BODY

A Football League or Association affiliated with a State body.

1.8 DISTRICT PLAYER

A Player who is registered or listed as a Player with a Club of a District Body and is not a Contracted Player or Uncontracted Player.

1.9 FORM 1 (a)

Form set out in Appendix (ii).

1.10 FORM 2 (b)

Form set out in Appendix (iii).

1.11 FORM 4

Form set out in Appendix (iv).

1.12 FORM 5 (a)

Form set out in Appendix (v).

1.13 JUNIOR PLAYER

A Player under 18 years of age as at 1 January in the year concerned.

1.14 NTFL PLAYER

A Player whose first State League registration after attaining 15 years of age was with a Club of the Northern Territory Football League and who is currently registered with a Club of the Northern Territory Football League.

1.15 PERMIT

The forms or process required to make a player eligible in the competitions conducted by the body granting the Permit.

1.16 PERMIT COMMITTEE

A Committee appointed pursuant to Regulation 8.

1.17 PRACTICE or TRIAL MATCHES

A match between two Clubs, not forming part of the official Match Program of the competition in which the Clubs compete.

1.18 ROOKIE PLAYER

A Player who is listed on the Rookie List of an AFL Club.

1.19 STATE

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

1.20 STATE BODY

Governing State and Territory Football Bodies affiliated to the AFL as follows:

AFL NSW/ACT
AFL Queensland
AFL Northern Territory
AFL Tasmania
South Australian National Football League
Football Victoria
West Australian Football Commission

1.21 STATE LEAGUE

Senior Grade, Reserve Grade and Colts (Under 19, Under 18 or Under 17 as applicable) teams directly comprising clubs of the following bodies:

CATEGORY 1

South Australian National Football League
Victorian Football League (including Tasmania Football Club)
West Australian Football League

CATEGORY 2

Australian Capital Territory Australian Football League
Northern Territory Football League
AFL (Queensland) State Football League – First Division
Sydney Football League – First Division

1.22 TRANSFER FEE

The Fee agreed according to these regulations or determined under Regulation 4.

1.23 UNAFFILIATED BODY

A Football League or Association not affiliated to the AFL or to a State League.

1.24 UNCONTRACTED PLAYER

1.24.1 A Player other than a Contracted Player who has attained the age of 18 years, who is currently registered and has played with a Club of a State League in the past 24 months or who is not currently registered with a Club of a State League but has played for a Club of a State League within the previous 12 months.

1.24.2 A player other than a Contracted Player who has attained the age of 18 years who has not registered or played with a Club of a State League but who within the past 12 months played

for a State Body in the AFL National Under 18 Championships.

SECTION 2 STATE LEAGUES

2.1 CONTRACTED PLAYERS

- 2.1.1 A Contracted Player may not transfer to a Club of another State League without the consent of the Club to which he is contracted.
- 2.1.2 A State League which by any means permits a Contracted Player of another State League to play in a Club of its State without the consent in writing of the Club to which he is contracted or is otherwise in breach of these Regulations shall be liable to a penalty determined by the Permit Committee but not exceeding \$5,000 and may be dealt with by the Permit Committee as if it had been guilty of conduct prejudicial to the interest of Australian Football.

2.2 UNCONTRACTED PLAYERS

- 2.2.1 An Uncontracted Player may transfer to and play football with a Club of another State League at the expiration of fourteen (14) days from the lodgement of a Form 1 with the transferor State League subject to compliance with the Transfer Fee requirements set out in Section 4.
- 2.2.2 If the Transferor State League and the Transferee State League cannot reach agreement on the fee to be paid within fourteen (14) days after the Transfer of the Uncontracted Player to the Transferee State League the Transfer Fee specified in Section 4 shall apply.
- 2.2.3 Notwithstanding that a transfer fee has not been agreed an Uncontracted Player is entitled to be granted a permit to play with the Transferee Club.
- 2.2.4 Transfer fees shall not be payable for players returning to a State in which the player has previously been registered.
- 2.2.5 Where a player is designated an Uncontracted Player, under Regulation 1.24.2 a Transfer fee shall be payable to the State League with which the players State Body is affiliated.

2.3 JUNIOR PLAYERS

Junior Players resident in one State may not be recruited or registered with a State League in another State without the approval of the Permit Committee. Such approval may only be granted where the Junior Player concerned has:

- a) transferred interstate with his family; or
- b) a bonafide transfer of employment; or
- c) enrolled in a Tertiary Education Course in another State which is not available or in which he could not obtain enrolment in his home State; or
- d) the support of the General Manager AFL Game Development, in the interests of developing his football career.

2.4 DISPUTES

If there is a dispute between a Player and a transferor State League as to whether that Player is a Contracted Player or an Uncontracted Player such dispute shall be referred to the determination of the AFL through the AFL Community Development Manager by the transferor State League by giving notice in writing of such dispute, together with copy of any contract to the AFL within fourteen (14) days of the date on which the transferor State league completes the Form 1 (a) concerned. The AFL Community Development Manager may seek the advice of the AFL Internal Legal Department in reaching a determination such determination to be final and binding on the State Leagues concerned.

2.5 PRACTICE and TRIAL MATCHES

A Contracted or Uncontracted Player shall not be permitted to play in a practice or trial match with a Club of another State without the consent in writing of the Club with which he is registered to play football.

A State League whose Club breaches this regulation is liable to a sanction determined by the Permit Committee but not exceeding \$5,000 for each offence.

2.6 STATE BODY RESPONSIBLE

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

SECTION 3 AUSTRALIAN FOOTBALL LEAGUE (AFL)

3.1 TRANSFER of PLAYERS to AFL

Contracted or Uncontracted Players of State Leagues may transfer to a Club of the AFL after lodgement of a duly completed Form 4 with the State League concerned.

If a Form 4 is not lodged with the State League within 14 days of the Contracted or Uncontracted Player requesting a transfer to a Club of the AFL, the Contracted or Uncontracted Player shall automatically transfer to the AFL Club.

3.2 INTERCHANGE

Upon registration with the AFL the Player may interchange with a State League Club at the discretion of his AFL Club, provided that such interchange conforms with Transfer Regulations of the State League concerned.

3.3 AFL ROOKIE LIST

3.3.1 A Player listed as a Rookie by an AFL Club shall remain a registered Player of the Club from which he was recruited until such time as he is registered as an AFL Player.

3.3.2 Should a Rookie Player be listed by an AFL Club located in a State other than that of his State League Club, he may play with a State League Club in that State. In the event that he is delisted he will be regarded as a Player of his original State League.

3.3.3 For the purposes of these regulations an AFL listed player demoted to a Rookie List shall continue to be regarded as an AFL Player.

3.4 STATE LEAGUE REGULATIONS – DELISTED AFL PLAYERS

3.4.1 A Player who is delisted by an AFL Club who returns to play for a Club of the State League from which he was drafted will be bound by any Transfer and Registration Rules and Regulations of that State League if he desires to play football for a Club of that State League other than the Club with which he was registered at the time of delisting.

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

3.5 TRANSFER FEE – DELISTED AFL PLAYERS

- 3.5.1 Where an AFL Primary Listed Player has been delisted by an AFL Club no State League transfer fees shall be payable to the State League from which he transferred to the AFL.
- 3.5.2 Where an AFL Rookie Listed player has been delisted by an AFL Club without having previously been an AFL Primary Listed Player the State League Transfer Fees, specified in section 4, shall be payable by the State League to which he transfers, should the Player transfer to a State League other than that form which he had transferred to the AFL.
- 3.5.3 Where a player has been delisted by the AFL and subsequently been registered with a State League for a minimum 12 months the provisions of clauses 3.5.1 and 3.5.2 shall lapse and he shall be regarded as a State League player for the purposes of these regulations, unless he has been listed by another AFL Club as a Rookie.

3.6 TALENT DEVELOPMENT FEE

- 3.6.1 For purposes of determining allocation of Talent Incentive Payments and future Talent Development Fee allocations players shall be regarded as having been drafted from the state to which their transferee league or association is affiliated.
- 3.6.2 Where a player has played in more than one state in the three years prior to transferring to the AFL a one third pro-rata allocation shall be applied for each year. Should a player have played in two or more states in one year, the one third pro-rata shall apply in respect to the state where he played the majority of matches in that year.
- 3.6.3 Where a player is on a Temporary Transfer from the Northern Territory Football league, he shall be regarded as an NTFL Player irrespective of the state from which he transferred to the AFL.
- 3.6.4 For promotional purposes Players shall be listed as being recruited from the state in which they reside at the time of being drafted, irrespective of the State Body to which the Talent Development Fee is due.

SECTION 4 TRANSFER FEES

Where an Uncontracted Player transfers from a Club of one State League to another the following maximum Transfer Fees shall be payable by the State League of the Transferee Club to the State League of the Transferor Club within fourteen (14) days except where the parties otherwise mutually agree.

4.1 CATEGORY 1 – STATE LEAGUES

- | | | |
|-------|-------------------------------|----------|
| 4.1.1 | From Category 1 to Category 1 | |
| | - Upon registration | \$10,000 |
| 4.1.2 | From Category 1 to Category 2 | |
| | - Upon registration | \$5,000 |

4.2 CATEGORY 2 – STATE LEAGUES

- | | | |
|-------|-------------------------------|----------|
| 4.2.1 | From Category 2 to Category 1 | |
| | - Upon registration | \$10,000 |
| 4.2.2 | From Category 2 to Category 2 | |
| | - Upon registration | \$5,000 |

4.3 APPEAL FOR DEFERMENT

A transferee State League may lodge an appeal with the Permit Committee for deferral of the registration fee or part thereof until the player has participated in one to five first grade games with his new club, as determined by the Permit Committee.

SECTION 5 OTHER BODIES

5.1 DISTRICT PLAYERS

A District Player may transfer to a Club of another State within seven (7) days of completion and lodgement of a Form 2 (b) with the Transferee Body and written or facsimile verification that he is not under suspension.

The Transferee Body may issue a temporary permit should the Form 2 (b) not be returned within seven (7) days, but shall remain responsible to verify the information supplied.

5.2 TRANSFER FEE NOT APPLICABLE

5.2.1 Expect as otherwise provided in these Regulations, transfer fees shall not be payable for Players of District or Unaffiliated Leagues.

5.2.2 Transfer fees shall not be payable by District or Unaffiliated Bodies for Uncontracted Players transferring from State Leagues or the AFL.

SECTION 6 SPECIAL PROVISIONS

6.1 NORTHERN TERRITORY FOOTBALL LEAGUE (NTFL)

- 6.1.1 State League players shall transfer to or from the NTFL via a temporary transfer (Form 5). Such players shall remain registered with the State League from which they have received the temporary transfer.
- 6.1.2 Each Form 5 shall be valid for one season only. Players wishing to continue on a temporary transfer basis shall be required to complete a new Form 5 for each subsequent season.
- 6.1.3 Where a club of a State League recruits a player on a temporary transfer its State League shall allow the club concerned the player for one season only.
- 6.1.4 Where a player has participated under Form 5 temporary transfers and has not played or made himself available for selection for more than five home and away games for his original State League for a period of 24 months, he shall be required to complete a Form 1 and the transfer fee specified in section 4 of these Regulations shall apply.
- 6.1.5 Where players are drafted or listed as a Rookie by an AFL club during the period of the temporary transfer they shall be regarded as having been recruited from the State League granting the temporary transfer.

6.2 STATE AFFILIATION – DISTRICT BODIES

District Bodies with two thirds or more of their Clubs domiciled in a State, shall be required to affiliate with the body recognised by the AFL as responsible for the Region concerned and to process transfer of players accordingly.

6.3 REGULATIONS NOT APPLICABLE

These Regulations shall not apply to Uncontracted Players or District Players who have not played competition football for the previous twenty four (24) months, or to Players under 15 years of age at 1st of January.

6.4 SEPARATE AGREEMENTS

- 6.4.1 A State League may enter into an agreement with any other State League, concerning the transfer of Players between those State Leagues.
- 6.4.2 A copy of any such agreement is to be lodged with the AFL by the 1st of February or within fourteen (14) days of the making of such agreement if made between the 1st February and the 30th of September.
- 6.4.3 A State League may enter an agreement with the AFL concerning the Transfer of Players from that State League to the AFL.
- 6.4.4 Each such agreement shall for all purposes be regarded as valid and subsisting when otherwise declared by any Court and if the provisions of any such agreement are inconsistent with these Regulations the agreement shall prevail.

6.5 NEW STATE LEAGUE CLUB

Where a former District Club is admitted to a State League after a Player's transfer from that Club to another State, subject to the approval of the Permit Committee, such Player may return to his former Club without payment of a Transfer Fee.

6.6 STATE BODY FIELDING A REPRESENTATIVE TEAM IN ANOTHER STATE LEAGUE

Where a State Representative team is admitted to a State League of another State, no transfer fee shall be payable by such State Representative team for a player who has formerly participated with a State League or District Team in that State for a minimum 24 months.

6.7 PERMISSION TO PLAY WITH ORIGINAL CLUB

A State League may provide written permission without the need to complete a Form 1 where the State League Club of the player is agreeable to a player participating on a casual basis with his immediate former District Club based in another state.

SECTION 7 RULINGS

7.1 Rulings and Interpretations

Whereas the principle of these Interstate Player Transfer Regulations is that they are an agreement between State Leagues, where necessary, State Leagues may request a ruling or interpretation from the AFL through the AFL Community Development Manager who may call on the advice of the AFL's Internal Legal department. The State Leagues agree that a ruling or interpretation by the AFL shall be final and binding on them.

8. PERMIT COMMITTEE

8.1 APPOINTMENT

A Committee comprising three members, two of whom shall be nominated by category 1 State Leagues and the other by category 2 State Leagues, shall be appointed by the AFL and shall hold office until replaced.

8.2 REVOCATION

The AFL may revoke such appointments at any time.

8.3 POWERS OF THE PERMIT COMMITTEE

The Committee shall hold the following powers and responsibilities:

- 8.3.1 Consider and determine applications to transfer interstate lodged by Junior Players.
- 8.3.2 Review these Regulations as required from time to time but in any event at intervals of not more than three years.
- 8.3.3 Consult with State Bodies and State Leagues on any proposed amendment to these Regulations.
- 8.3.4 Make determinations in regard to a Claim that a Player is returning as a former State League Player under Regulation 6.5.
- 8.3.5 Make such recommendations to the AFL for amendments to these Regulations as may be approved by not less than six State Bodies.
- 8.3.6 Consider appeals lodged by State Leagues for deferral of the transfer fee payable upon registration, in accordance with Regulation 4.3.
- 8.3.7 Determine matters raised under Regulation 2.1.2.

APPENDICES

**PROCEDURE FOR LODGMENT AND PROCESSING OF
TRANSFER APPLICATIONS**

A) FORM ONE

Upon receipt of a properly completed Form 1 (a), a State League shall forward such form to the Player's former State League, clearly indicating the date of its dispatch.

Should the form be mislaid by reason outside the control of the parties concerned, then upon the production of a Statutory Declaration verifying such loss and the completion of another Form 1 (a), the provisions of 2.2 shall apply except that the period of fourteen (14) days therein referred shall be reduced to ten (10) days.

Time Limit

If an application is not returned within the due period, the originating State League shall by facsimile, advise the other State League concerned.

If written or facsimile notification of objection is not received within three (3) business days there from, a permit may be granted.

Objection

Where notice is given under Regulation 2.4, the State League in the former State shall immediately notify the other State League concerned.

B) FORM 2 (b)

Upon completion and lodgment of a Form 2 (b) with the Transferee League/Association, such Body shall forward the Form to the player's former League/Association for verification within seven (7) days that the player is not under disqualification or registered with a State League.

C) FORM 4

The procedure for lodgment and processing for this form shall be as applicable for AFL Form 1 (a).

D) FORM 5 (a)

The procedure for lodgment and processing for this form shall be as applicable for AFL Form 1 (a).

AUSTRALIAN FOOTBALL LEAGUE
INTERSTATE TRANSFER

FOR TRANSFER OF PLAYERS OF A STATE LEAGUE TO A CLUB OF ANOTHER STATE

I Born / /
now residing at State Postcode
apply for a clearance from the Club
in the State of to play with the Club in the State of
I have been a Registered Player of the Club since.....
I am/am not under Disqualification for an offence under the Laws of Australian Football.
I am/am not a Contracted Player.
My previous Clubs were:-
Club League/Association From to
Club League/Association From to
Club League/Association From to
Club League/Association From to
(NOTE: The above details must be given or the word "Nil" shown)
I certify that the above information is true and correct:-
Dated: Player's Signature:

FOR OFFICE USE ONLY

(To be completed by Player's Club)

* I do not object to the Player's transfer / *I object to the transfer of the grounds that the abovenamed is Contracted to this Club.

Signed:
(Secretary/Manager)

Dated: Club

To be completed by State League

The League Confirms/Refuses the Transfer
Of a Player in the State of
To Play in the State of
Dated this day of 20.....

*Strike out whichever inapplicable

.....
Secretary

NOTE: Should the Transferor Club object to the Transfer on the grounds that it believes the Player to be under Contract, a copy of the completed Form 1(a), together with a written statement in support of the claim must be lodged with the Australian Football League with fourteen (14) days.

AUSTRALIAN FOOTBALL LEAGUE INTERSTATE TRANSFER NOTIFICATION FORM

FOR PLAYERS OF DISTRICT AND AMATEUR BODIES TRANSFERRING INTERSTATE

I Born / /
(Full Name)
now residing at State Postcode
(Address)
apply for a clearance from the Club
wish to transfer from the of
(Club) (Affiliated To)
in the State of to of
(Club) (Affiliated To)
in the State of

1. I am/am not under Disqualification for an offence under the Laws of Australian Football.
2. I am/am not a Contracted Player of a State League and have not participated with a Club of a State League in the past 24 months (ie. Firsts, Reserves or Colts).
3. My previous Clubs were:-

Club League/Association From to ..
Club League/Association From to ..
Club League/Association From to ..
Club League/Association From to ..
(NOTE: The above details must be given or the word "Nil" shown)

I certify that the above information is true and correct:-

Dated: Player's Signature:

FOR OFFICE USE ONLY
(To be completed by Transferor Club AND Controlling Body)

* I confirm that the abovenamed IS NOT under disqualification and acknowledge the Player's Transfer.

* The abovenamed IS under disqualification under the Laws of Australian Football, details are attached herewith.

Signed: Date Signed Date
(Club/Secretary) (League/Association Secretary)

- NOTES:**
- (a) Upon receipt of a Form 2(b) the League/Association to which the Player wishes to transfer shall forward the Form direct to the Transferor Body for completion and verification that the Player is not under suspension. The Transferor Body shall return the Form within seven days. This Form is not required to be processed through State Leagues.
 - (b) A player who has participated with a Club of a State League within the previous 24 months shall be required to complete a Form 1(a).

**AUSTRALIAN FOOTBALL LEAGUE
ACN 004 155 211**

**FOR INTERCHANGE OF PLAYERS FROM STATE OR DISTRICT BODIES TO THE AUSTRALIAN
FOOTBALL LEAGUE**

THIS PORTION TO BE COMPLETED BY THE PLAYER

Surname..... Christian Names.....

Address Postcode

Present Club League State.....

wish to transfer from the of.....

Previous Club (list all for previous five years)

Club From to

Club From to

Club From to

Club From to

Club From to

Club to which I desire to transfer:

I am/am not under Disqualification for an offence under the Laws of Australian Football.

I am/am not a Contracted Player of a State League.

Dated: Player's Signature:

CLUB

LEAGUE/ASSOCIATION

STATE LEAGUE

WE CONFIRM THAT THE ABOVE PARTICULARS ARE CORRECT AND APPROVE THE TRANSFER OF THE PLAYER'S REGISTRATION TO THE AFL

Signed:.....
(Club Secretary)

Signed
(For League/Association)

Date:.....

Date.....

Signed.....
(State League)

Date.....

- NOTES:**
- (1) Details of any suspension to be attached by League/Association
 - (2) Upon registration with AFL the player shall retain registration with his original club and may interchange at his AFL club's discretion. Such agreement shall also apply to any subsequent transfer to other AFL clubs.
 - (3) This Form to be returned to the AFL within 14 days of receipt by player's current League/Association. The procedure for lodgment and processing of this Form shall be as applicable for AFL Form 1(a), as contained in the AFL Player Transfer Regulations.

AUSTRALIAN FOOTBALL LEAGUE
TEMPORARY INTERSTATE TRANSFER

FOR PLAYERS TEMPORARILY TRANSFERRING TO OR FROM THE NORTHERN TERRITORY FOOTBALL LEAGUE (NFTL) FOR A MAXIMUM PERIOD OF ONE SEASON

I..... Born.... / /..... a

Registered player of the..... Club in the State League seek permission

to play with the Club in the.....

State League from..... to.....

Previous clubs (list clubs for previous five years)

Club..... From to.....

Club..... From to.....

Club..... From to.....

Club..... From to.....

I am/am not under disqualification for an offence under the Laws of Australian Football.

My first registration to play Australian Football after attaining 15 years of age was with the... ..

State League.

Dated:..... Signature:

We understand that the abovenamed player is seeking permission to transfer temporarily to our Club/League and in the event of him being drafted and registered by an AFL Club or listed as a Rookie he will be regarded as having been recruited from the State League granting this transfer.

Signed: Signed
(Club Secretary) (For League/Association)

Date: Date

State League

We confirm the above details are correct and approve the temporary transfer for the period specified.

Signed: Dated
(Club Secretary)

Date: Date

AFL INTERSTATE PLAYER TRANSFER REGULATIONS **Appendix (vi)**
PLAYING CONTRACT

This contract is made on the _____ day of _____ 20____

BETWEEN _____ of _____
(“the Player”) of the first part

AND _____ of _____
(“the Club”) of the second part)

AND **[Insert Name of State League]** of [Insert address of State League] (“the League”) of the third part.

WHEREAS

- A. The League conducts Australian Football competitions within [Insert Name of State or Territory]
- B. The Club is entitled to field teams in Australian Football Competitions conducted by the League (“League Competition”).
- C. The Player is a skilled Australian Footballer.
- D. The League and the Club wish to contract the Player to play Australian Football for it on the terms and conditions set out in this Contract and the Player has agreed to enter into this Contract with the Club and the League.

THIS CONTRACT RECORDS and it is agreed between the parties as follows: -

1. This Contract commences on the date on which the last of the parties signs it and terminates on the 30th day of November in the last year referred to in Item 1 of the Schedule to this Contract (“the Schedule”).
2. The Player agrees that during the term of this Contract and any extension of it he will: -
 - 2.1 Play football for the Club to the best of his skill and ability during the Seasons referred to in Item 1 of the Schedule.
 - 2.2 Attend all training sessions and team meetings of the Club.
 - 2.3 Obey all reasonable directions of the Senior Coach, General Manager and Board of Directors/Management of the Club.
 - 2.4 Play in all Football matches in which he is selected to play or otherwise directed by the Club unless he is ruled unfit to play by the Club Medical Doctor.
 - 2.5 Comply with all reasonable requirements of the Club relating to preparation for matches, attendance at social functions, behaviour and dress.
 - 2.6 Abide by and obey the Constitution, and any Rules, Player Rules, Regulations, Resolutions and Determinations of the Club.
 - 2.7 Not play or train for Australian Football with any other Club, company, person or entity fielding a team or teams in the League Competition or any other Australian Football Competition except in accordance with the Constitution, and any Rules, Player Rules, Regulations and Determinations of the League.
 - 2.8 Not enter into any contract, agreement, arrangement, understanding or option to play Australian Football for any other Club, company, person or entity without first obtaining the written consent of the Club.
 - 2.9 Not to enter into any discussion, negotiation, contract, agreement, arrangement, understanding, or option which would prevent the Player or which gives the Player or any other Club, company, person or entity the

- right, to prevent, the Player from complying with his obligations under this Contract. Nothing in this clause 2.9 will operate so as to prevent the Player from engaging in employment or business other than Football.
- 2.10 Do everything reasonably necessary to obtain and maintain the best possible physical condition so as to render the most efficient service to the Club.
- 2.11 Insure himself and maintain membership of a recognised Hospital and Medical Benefits Fund approved by the League which provides the maximum hospital, medical, and dental benefits coverage available.
- 2.12 Not engage in any dangerous or hazardous activity which in the reasonable opinion of the Club may affect the Player's ability to perform his obligations under this Contract without first obtaining the consent of the Club, which consent shall not be unreasonably withheld.
- 2.13 Without prejudice to any regulations of the League, wear only such items of playing apparel (including footwear) as may be approved by or prescribed by the Club. In this regard the Club must use its best endeavours to ensure that items of approved or prescribed apparel are suitable to the Player to enable the Player to perform his obligations under this Contract.
- 2.14 Not enter into any contract, arrangement or understanding to promote the Player's name, photograph, reputation, likeness and identity as an Australian Football player or endorse any product or service in trade or commerce by means of advertising the fact that the Player is a registered footballer of the League or player of the Club, without first obtaining the consent of the Club which consent shall not be unreasonably withheld.
- 2.15 Not permit or allow the name, photograph, likeness, reputation and identity of the Player to be used in any way in connection with or in relation to any goods or services without first obtaining the consent of the Club which consent shall not be unreasonably withheld.
- 2.16 Not give or allow any person any recorded or other interview for broadcast or write any article relating to Australian Football for publication in any newspaper, journal or magazine without first obtaining the consent of the Club which consent must not be unreasonably withheld.
3. The Club agrees to pay to the Player: -
- 3.1 The sums set out in Item 2 of the Schedule, in the manner and on the dates for payment specified (if any) in that Schedule.
- 3.2 The cost of travel and accommodation of the Player when he is required to travel interstate or overseas to represent the Club or fulfill his obligations under this Contract.
4. The Club must make available for the benefit of the Player reasonable medical and training facilities and staff at each training session and for each match in which the Club participates.
5. It is agreed between the Club and the Player that:-
- 5.1 Neither the Club nor any servant or agent of the Club (including any independent contractor from time to time employed by the Club or any voluntary worker carrying out honorary or unpaid duties for the Club) shall in any circumstances whatsoever (except as provided in clause 5.2) be under any liability whatsoever to the Player for any loss, damage or injury of any kind arising directly or indirectly from any act, neglect or default

(whether negligent or otherwise) on the part of the Club or such servant or agent while acting in the course of or in connection with his employment or provision of services to or for the Club or to or for the Player.

- 5.2 Clause 5.1 does not apply in respect of any injury deliberately or wilfully inflicted upon the player by a servant or agent of the Club (including any independent contractor from time to time employed by the Club or any voluntary worker carrying out honorary or unpaid duties for the Club).
- 5.3 Neither the League nor any servant or agent of the League (including any independent contractor from time to time employed by the League or any voluntary worker carrying out honorary or unpaid duties for the League) will in any circumstances be under any liability to the Player for any loss, damage or injury arising directly or indirectly from any act, neglect or default (whether negligent or otherwise) on the part of the League or such servant or agent while acting in the course of or in connection with his employment or provision of services to or for the League or to or for the Player.
- 5.4 In entering into this Contract and in particular, but without limitation, for the purpose of clauses 5.1, 5.2 and 5.3 of this Contract, the Club is, and is deemed to be, acting as agent or trustee on behalf of and for the benefit of all persons who are or might be the servants or agents from time to time (including independent contractors and voluntary, honorary and unpaid workers as mentioned in those sub-clauses) of the Club and all such persons will to that extent be, or deemed to be, parties to the agreement evidenced by this contract.
- 5.5 In entering into this Contract and in particular, but without limitation, for the purpose of clauses 5.1, 5.2 and 5.3 the League is and is deemed to be, acting as agent or trustee on behalf of and for the benefit of all persons who are or might be the servants or agents from time to time (including independent contractors and voluntary, honorary and unpaid workers as mentioned in those sub-clauses) of the League and all such persons shall to that extent be, or be deemed to be parties to the agreement evidenced by this Contract.
6. The Player authorises the League and the Club to use his name, photograph, likeness, reputation and identity for promotional purposes and advertising the game of football and the business and undertaking of the League and the Club.
7. The Player and the Club jointly and separately acknowledge and agree with the League:-
- 7.1 To comply with and observe the Memorandum and Articles of Association (or Constitution and Rules where applicable), Player Rules, Regulations, By-Laws and determinations and resolutions of the League in force from time to time during the term of this contract ("the Rules").
- 7.2 That the Rules restrict the freedom of players to transfer from one League Club to another, restrict the total football payments that a Club may give to or apply for the benefit of its players and provide for the League to obtain information as to payments made to players and their associates by Clubs.
- 7.3 That:-
- 7.3.1 The Rules are necessary and reasonable for the purpose of protecting and promoting the game of Australian Football;

- 7.3.2 That the Rules may restrict the freedom of the Player to transfer from the Club to another Australian Football Club, but that the Rules are necessary and reasonable for the purpose of:-
- 7.3.2.1 achieving an even and well matched competition;
 - 7.3.2.2 ensuring that the competition is properly organized and well administered;
 - 7.3.2.3 encouraging Clubs to support junior development of Players to support the future of the competition;
- 7.3.3 That the acknowledgment and agreement by the Player contained in this clause 7.3 may be pleaded as an absolute bar to any proceedings, suit or action in relation to the Rules against the League and/or the Club.
8. Where the payments contained in the Schedule specify an amount to be paid to the Player for each match played by the Player for the Club and in the event that the Player sustains injury while representing the Club or the League in any match, or official training session of the Club and where such injury in the opinion of the Medical Officer prevents the Player from playing football for the Club, the Club may at its discretion terminate or reduce the match payments provided for herein.
- 9.
- 9.1 This Contract is subject to the Club selecting and maintaining the Player on its Senior Training List during its term.
 - 9.2 The Club must not without the Player's consent delete the Player's name from its Senior Training List between the 30th day of June and the 30th day of September in each year during the term of this Contract.
 - 9.3 The Club must display its Senior Training List in a prominent position at the offices of the Club.
 - 9.4 In the event that the Club deletes the Player's name from its Senior Training List in accordance with this Clause 9, the Club must pay to the Player any amounts earned to the date of deletion of the Player's name and, if the Player's name is deleted during a Season, a pro-rata payment of the amount specified in the Schedule as a base payment (if any) for that Season. Subject to payment of those amounts (if any) and the rights of any party to claim for any prior breach of this Contract it will then be at an end.
 - 9.5 The pro-rata payment referred to in clause 9.4 will be calculated by multiplying the base payment for that Season by a fraction, the numerator of which is the number of matches played by the Club prior to deletion of the Player's name and the denominator of which is the total number of matches to be played by the Club for that Season.
10. If at any time during the term of this Contract the Player is unavailable to play Football for the Club: -
- 10.1 as a result of suspension, disqualification or deregistration by the League Tribunal, or the League or the Club for breach of the Constitution, Rules, Player Rules, Regulations, or Determinations of the League or the Club; or
 - 10.2 by virtue of his inclusion on the Senior or Rookie List of an AFL Club or in the team of an AFL Club pursuant to the Player Rules of both the League and the AFL;
- the Club may at its discretion, terminate or reduce all payments to which the Player would have otherwise been entitled in respect of such matches or period when the Player was unable to play football for the Club as a result of such unavailability.

11.

11.1 At any time within thirty days before the expiration of the term of this Contract ("the Option Period") and provided that the Club is not in default in respect of payments due to the Player under this Contract, and subject to Clause 11.2, the Player hereby grants to the Club the option for the club to renew this Contract for a period of one year on the same terms and conditions as are contained in this Contract except for this Clause 11 and except that the payments to be made by the Club to the Player must be not less than the payments made by the Club to the Player in the final year of this Contract. The option granted by the Player to the Club will be validly exercised by the Club if it gives notice in writing to the Player of the exercise of the option, within the Option Period.

11.2 The Option granted to the Club is valid and effective only during the term of the first contract which is signed by the Player with either the Club or another Club which has the right to participate in Competitions conducted by any State League (as defined in clause 23.18) ("the First Contract"). This clause 11 will be deemed not to be included nor form part of any Contract signed between the Player and the Club concerning the providing of his services as a Player of Australian Football to the Club, after the end of the First Contract.

12. Subject to any provisions contained in the Rules (as defined in clause 7.1) if any dispute arises between the parties during the term of this Contract or following its termination concerning the construction of this Contract, or in respect of any matter arising from it, it is a condition precedent to the bringing of any proceedings in any court in Australia concerning this Contract that such dispute is first referred for determination by a nominee of the President of the League ("the President's Nominee"). A request for determination by an aggrieved party must be made in writing to the other(s) and must contain a precise statement of the issue(s) in dispute and all relevant facts giving rise to the dispute. The President's Nominee must be a Lawyer and he must adjudicate upon any dispute referred to him for determination, within fourteen days of the date of request for such adjudication by any party.

13. **Voluntary Assumption of Risk and Medical Disclosure**

The Player acknowledges and agrees that:-

- 13.1 Australian Football is a vigorous body contact sport in which physical injury is likely to occur from time to time;
- 13.2 He nonetheless desires to play Australian Football for the Club; and
- 13.3 He takes upon himself the risk both physical and legal, of injury arising in the course of training for and participating in a game of Australian Football.
- 13.4 He will disclose to the Club any physical or mental condition or ailment which could affect the ability of the Player to carry out his obligations under this Contract.
- 13.5 The Player will, on request by the Club complete any reasonable questionnaire presented to him by the Club concerning the medical condition of the Player.

14. **Set Off of Payments**

The Player agrees that the Club is entitled to set off any moneys which may at any time be payable by the Player to the Club on any account against any moneys which may be payable by the Club to the Player.

15. **Inducement to Breach**

The Player must not at any time during the term of this Contract attempt to breach, or in any way induce a breach of this Contract by negotiating with or attempting to enter into any negotiation with any other Football Club for the provision of his services as an Australian Footballer, without the written permission of the Club. Any such attempt or inducement to breach this Contract will be deemed a breach of this Agreement which will entitle the Club at its option to:-

- 15.1 Restrain the Player from entering any other Contract in breach of this Contract and/or seek specific performance of this Contract; and/or
- 15.2 Claim liquidated damages for breach of this Contract; and/or
- 15.3 Seek any other remedy available at law to a claim for breach of Contract.

16. **Leave Entitlements**

The Club and the Player acknowledge that the relationship between them is that of employer and employee and accordingly they are subject to Laws relating to the payment of Long Service Leave and Industrial and Employees Relations in force from time to time. It is therefore agreed between the Club and the Player that for the purposes of satisfying rights and obligations imposed on them under those Acts and subject to any written variations made between them:

- 16.1 In each year during the term of this Contract the Player must take Annual Leave commencing on the day following the day of the last game in which the Player was qualified to play for a team of the Club in each season. This period of leave will be extended by the number of days in excess of two days on which the Player may be required to perform services for the Club during that leave period, and in respect of which at least two (2) weeks prior notice is given to the Player. The minimum number of weeks/days Annual Leave which must be taken by the Player in each year is set out in Item 3.1 of the Schedule.
- 16.2 The Player must take leave between 23 December in each year and the second Monday in January in the next year being the number of weeks/days leave in anticipation of any entitlement accruing or to accrue on account of Long Service Leave set out in Item 3.2 of this Schedule with the balance being on account of Annual Leave.
- 16.3 That any time spent by a Player on any end of season Players trip, whether organized or arranged by the Club or not will comprise Annual Leave taken by "the Player".
- 16.4 That subject to any written agreement to the contrary it is acknowledged by the Player and the Club that the remuneration paid to the Player by the Club under this Contract includes payments in respect of any of the periods of leave referred to in this clause 16.

17. **Additional Terms and Conditions**

This Contract is subject to any additional terms and conditions set out in Item 3 of

the Schedule to this Contract.

18. **Termination**

This Contract may be terminated by:-

- 18.1 The Club if the Player is in breach of any of his obligations under this Contract and the breach continues for a period of fourteen (14) days after notice in writing is given by the Club to the Player requiring the breach to be remedied.
- 18.2 The Player if the Club is in breach of any of its obligations under this Contract and the breach continues for a period of fourteen (14) days after notice in writing is given by the Player to the Club requiring the breach to be remedied.
- 18.3 The Player and the Club immediately by notice in writing given to the other upon the Player being included on the Rookie List of an AFL Club or on the Senior List of an AFL Club and becoming registered as a Player of that AFL Club.
- 18.4 The Club or the Player if the name of Player is at any time during the term of this Contract deleted from the Senior Training List.

19. **Notices**

All notices required to be given under this Contract must be in writing and sent by certified or security mail with postage pre-paid or by hand delivery to the other party or parties at the address of the party or parties set out in this Contract or at their last known address. All such notices will be deemed to have been duly given or made one day after being deposited in the mail with postage pre-paid or when delivered by hand.

20. **Waiver**

A waiver by any party of any of the terms and conditions of the Contract shall not be deemed or construed to be a waiver of such term or condition in the future or of any other subsequent breach of it.

21. **Entire Agreement**

This contract embodies all of the terms of the agreement made between the parties except for the Constitution, Rules, Player Rules, Regulations, By-Laws, determinations and resolutions of the League, and the Constitution, Rules, Regulations and Player Rules of the Club by which the Player has agreed to be bound. Each party acknowledges that no representation has been relied upon in entering into this Contract which has not been referred to in it and the terms of this Contract may only be varied by a written document signed by each of the parties to this Contract.

22. **Governing Law**

This Contract shall be governed by the Law of the State or Territory in which the League is domiciled (to the extent if any, affected by the Trade Practices Act 1974

or any amendment thereto) and the parties agree to submit to the jurisdiction of the Courts of that State or Territory. Any provision contained in this Contract which is prohibited by or is void under such law shall be ineffective to the extent of such prohibition or as so void without invalidating the remaining provisions of this Contract and this Contract must be construed so it operates in all respects to the maximum extent that it can validly do.

23. **Interpretation**

In this Contract the following expressions where the context so admits shall have the following meanings: -

- 23.1 Words importing the singular shall include the plural and vice versa.
- 23.2 Words in the first person singular shall include the plural and vice versa.
- 23.3 Words importing any gender shall include each other gender.
- 23.4 Words referring to any body corporate shall include also its transferees, successors and assigns.
- 23.5 "Australian Football" means the football game defined in the "Laws of the Game" published by the Australian Football League.
- 23.6 "Exhibition" and "Promotional" match shall include, without limitation, any contest involving modified or similar code of football to Australian Football.
- 23.7 "Football" means Australian Football.
- 23.8 "Football Payments" shall have the same meaning ascribed to that term by the Player Rules (if any) of the League.
- 23.9 "the League" means the body being a party to this Contract and described as the League on the first page of this Contract.
- 23.10 "Pre – Season Match" means any match played as part of any Pre Season competition conducted by the League, or "Practice Match" as approved by the League other than Home and Away or Finals Series match.
- 23.11 "Match" means any home and away or finals series match or other official match approved or sanctioned by the League.
- 23.12 "Medical Officer" means any duly qualified medical practitioner appointed by the Club.
- 23.13 "Reserves Match" means any match in the Reserves of Second Grade competition conducted by the League.
- 23.14 "Season" means the period commencing on the 1st day of January and ending on the 31st day of October in each calendar year.
- 23.15 "Senior Match" means any match in the Senior or First Grade competition conducted by the League.
- 23.16 "Senior Training List" means the list of Players published by the Club from time to time and from which list its senior and reserve grade Players are chosen. Senior Training List shall not have some meaning as "Senior List" contained in the League Player Rules.
- 23.17 "the Schedule" means the Schedule set out at the end of this Contract and which forms part of it.
- 23.18 "State League" has the same meaning as that given to it in clause 1.20 of the AFC Interstate Player Transfer Regulations (amended 14 March 2003).
- 23.19 "Training Session" means any period at any venue appointed by the Club and where the Player is required to attend for the purpose of practicing for football.
- 23.20 "Year" means the period commencing on the 1st day of December in one calendar year and ending on the 30th day of November in the following calendar year.

THIS CONTRACT has been signed by the parties on the day and year referred to on page 1 of this Contract.

SIGNED by THE PLAYER

in the presence of:

SIGNED for and on behalf of **THE CLUB** by its duly authorised officer for the purpose.

SIGNED for and on behalf of **THE League** by its duly authorised officer for the purpose.

THE SCHEDULE

FURTHER CONDITIONS FORMING PART OF THE ANNEXED CONTRACT

BETWEEN		("The Club")
AND		("The Player")
AND	LEAGUE	("The League").
MADE THE	DAY OF	20

ITEM 1 – DURATION OF CONTRACT

Season 20...
Season 20...
Season 20...

ITEM 2 - SCHEDULE OF PAYMENTS

YEAR

1. Base Payment:
2. Per Senior Match:
3. Per Reserves Match
4. Per Pre Season Match:
5. Expenses:
6. Incentives:
7. Other Payments:
8. Deletion Compensation Payment (if any):
9. Manner and dates for payment:

YEAR

- 1. Base Payment:
- 2. Per Senior Match:
- 3. Per Reserves Match
- 4. Per Pre Season Match:
- 5. Expenses:
- 6. Incentives:
- 7. Other Payments:
- 8. Deletion Compensation Payment (if any):
- 9. Manner and dates for payment:

YEAR

- 1. Base Payment:
- 2. Per Senior Match:
- 3. Per Reserves Match
- 4. Per Pre Season Match:
- 5. Expenses:
- 6. Incentives:
- 7. Other Payments:
- 8. Deletion Compensation Payment (if any):
- 9. Manner and dates for payment:

ITEM 3 – LEAVE ENTITLEMENTS (Clause 16)

3.1 (Clause 16.1) – Annual Leave

Insert the minimum number of weeks/days Annual Leave to which the Player is entitled under the relevant Industrial / Employee Relations Law in the State or Territory in which this Contract is made.

.....weeks

.....days

3.2 (Clause 16.2) – Long Service Leave

Insert the number of weeks / days in each year which notionally or legally accrue to the Player on account of Long Service Leave under the relevant legislation relating to Long Service Leave in the State or Territory in which this Contract is made.

.....weeks

.....days

ITEM 4 - OTHER CONDITIONS

Player

Club

League