

NATIONAL PLAYER REGISTRATION & TRANSFER REGULATIONS



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# 1 APPLICATION AND INTERPRETATION

These National Player Registration and Transfer Regulations (**Regulations**) set out the national framework of rules and regulations in relation to the transfer of players within Australian football.

The purpose of the Regulations is to ensure player registration and movement within and between Australian Football Bodies is fair, transparent and consistent. The Regulations should be adopted by each Football Body to achieve this purpose and ensure best practice in relation to the transfer and registration of Australian football players.

## 1.1 Application

- 1.1.1 These Regulations should be adopted, **implemented** and enforced by each Football Body.
- 1.1.2 The Football Body should make such amendments to its constitution, rules, regulations or by-laws as may be necessary for these Regulations to be enforceable.
- 1.1.3 These Regulations apply to and are binding on all Football Bodies, Clubs and players, and these Regulations prevail to the extent of any inconsistency between these Regulations and any other rule or policy applicable to a Football Body, Club or player.
- 1.1.4 The Regulations do not apply to the AFL Competitions or any secondary AFL competitions such as the AFL 9s competition.

## 1.2 Disputes

- 1.2.1 Disputes in relation to the application or interpretation of the Regulations between:
  - (a) State Football Bodies should be submitted to the AFL General Manager in writing for determination. The decision of the AFL is final and binding on the applicable State Football Bodies.
  - (b) Leagues within the same State should be submitted in writing to the relevant State Football Body for determination in accordance with the rules and regulations of the applicable State Football Body. The decision of the State Football Body is final and binding on the applicable Leagues.
  - (c) Leagues from different States should be submitted in writing to each relevant State Football Body for determination in accordance with the rules and regulations of the State Football Body. Where the State Football Bodies cannot reach agreement, the dispute will be forwarded to the AFL General Manager for decision, which decision is final and binding on the applicable Leagues.

# 2 DEFINITIONS

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

**AFL Competition** (or **AFL Competitions**) means one or both of the elite national men's or women's competitions (as the context dictates).

**AFL Competition Club** means a club currently fielding a team in one or both of the AFL Competitions;

**AFL Primary Listed Player** means a player currently listed by an AFL Competition Club under the AFL Rules.

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

**AFL Rules** means the ‘Laws of Australian Football’ and all associated policies and guidelines, updated by the AFL from time to time.

**Australian Football Match Policy** means the AFL’s Australian football match policy (or any replacement of it) as updated by the AFL from time to time.

**Business Day** means each day of the week including public holidays save for a Saturday or Sunday.

**Club** means an Australian football club fielding a team within a competition conducted by a Football Body.

**Declared Player** means a player who has a current, valid Standard Player Declaration.

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

**Football Body** means a football body conducting Australian football competitions including the State Football Bodies, Tier 1 Leagues, Tier 2 Leagues and Unaffiliated Football Bodies, as the context dictates.

**Footyweb** means the AFL’s online competition management system currently operated by SportsTG designed to assist Football Bodies with the management of their competitions and membership data.

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

**General Manager** means the person appointed by the AFL from time to time to the position of General Manager of Game and Market Development (or its equivalent) or their nominee.

**Interchange Agreement** means an agreement between two or more Leagues to allow players to play under a permit between those Leagues.

**Internal Legal Department** means any one or more of the AFL’s personnel reporting either directly or indirectly to the AFL General Counsel.

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

**League** means a Tier 1 League and/or Tier 2 League as the context dictates.

**Local Interchange Permit** means, subject to completion of an Interchange Agreement, a permit (Type 2) allowing a player to play for a Club (other than the one to which the player is registered) subject to home Club approval via Footyweb.

**Match-Day Permit** means a permit (Type 1) allowing a player to play a single match for a Club (other than the one to which the player is registered) but which does not require home Club approval via Footyweb.

**National Under 18 Championships** means the under 18 championships conducted as part of the AFL's official Junior Player AFL Competition pathway program;

**NTFL** means the Northern Territory Football League.

**Permit** means the forms or process required to make a player eligible to play in competitions conducted by a League other than the one with which the player is presently registered, and for the avoidance of doubt includes Local Interchange Permit, a Match-Day Permit and a Temporary Transfer.

**Permit Committee** means a committee appointed pursuant to Regulation 3.22.

**Player Payment Rules** means the community club sustainability player payment rules of a relevant Football Body (if applicable) including any player point policy (as applicable).

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

**Regulations** means these National Player Registration and Transfer Regulations as amended by the AFL from time to time.

**Standard Player Declaration** means:

- (a) the standard player declaration in the form attached at Appendix 1; or
- (b) such other form as approved for use in a State's Tier 1 League or Tier 2 League by the relevant State Football Body,

(as applicable) which sets out certain details of a player's current arrangement to play for a Club or AFL Competition Club.

**State** means each State in the Commonwealth of Australia including the Australian Capital Territory and the Northern Territory. For the avoidance of doubt, NSW and the Australian Capital Territory will be treated as a single State being NSW/ACT.

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

- (a) AFL (NSW/ACT) Commission Limited (ACN 086 839 385);
- (b) AFL QLD Limited (ABN 66 090 629 342);
- (c) AFL Northern Territory Limited (ACN 134 092 854);
- (d) Football Tasmania Limited (ACN 085 213 350);

- (e) Australian Football League (Victoria) Limited (ACN 147 664 579);
- (f) South Australian National Football League Inc (ABN 59 518 757 737); and
- (g) West Australian Football Commission Inc (51 167 923 136).

**State of Origin** means the State or States in which a player was registered to play football at any time up until the age of 18 years.

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

**Tier 1 League** means the tier 1 Leagues which conduct and administer the senior grade, reserve grade and under 18 Australian football competitions as follows:

- (a) South Australian National Football League;
- (b) Victorian Football League;
- (c) TAC Cup;
- (d) West Australian Football League;
- (e) North East Australian Football League; and
- (f) Tasmanian State League.

**Tier 2 League** means all other Leagues which conduct and administer Australian football competitions (other than the AFL Competition, Tier 1 Leagues or AFL 9s competitions).

**Transfer** means the process of moving a player from one Club to another Club in accordance with these Regulations, and Transferring and Transferred have cognate meanings.

**Transfer Request** means an official transfer request which has been initiated by a Destination Club on Footyweb.

**Unaffiliated Football Body** means a body (including a Football Body, League, Club or other body) that conducts, administers and/or participates in an Australian football competition not formally affiliated to the AFL or a State Football Body or League.

**Undeclared Player** means a player other than a Declared Player who is not less than 18 years old and:

- (a) who is registered and has played with a Club of a Tier 1 League in the past 12 months;
- (b) who is not registered with a Club of a Tier 1 League but has played for a Club of a Tier 1 League within the preceding 12 months; or
- (c) who has not registered or played with a Club of a Tier 1 League but has played for a State Football Body in the National Under 18 Championships within the preceding 12 months.

### **3. NATIONAL PLAYER TRANSFER REGULATIONS**

#### **3.1 REGISTRATION AND TRANSFER PROCESS**

- 3.1.1. All player registrations must be submitted electronically via Footyweb by the player or, where the player is under 18 years of age as of 1 January in the year of registration, the registration must be submitted by the player's parent or legal guardian.
- 3.1.2. For the registration to be active, the Club must accept the player's registration via Footyweb.
- 3.1.3. Clubs must not register a player without the player's consent.
- 3.1.4. A Transfer must be initiated by the Destination Club by logging into Footyweb and submitting a Transfer Request.
- 3.1.5. Each Transfer Request must be completed and lodged by the Transferring Club. Where the player is under the age of eighteen (18) years, the Transfer Request must be endorsed by the player's parent or legal guardian.
- 3.1.6. If requested by the Football Body of the Former Club, the Destination Club must provide evidence of the original Transfer Request submitted electronically via Footyweb by no later than 5pm on the next Business Day following such request.
- 3.1.7. The Former Club has six (6) Business Days, commencing from when the Transfer Request is electronically submitted through Footyweb, to object to the Transfer Request. If the Former Club does not object within six (6) Business Days (or if the Former Club approves the Transfer within six (6) Business Days pursuant to Regulation 3.1.8), the Transfer Request will be automatically approved and finalised in Footyweb. Once a Transfer Request has been finalised, the playing history, including the tribunal record, of the player will be automatically sent to the Football Body to which the Destination Club is affiliated, via Footyweb. The Football Body to which the Destination Club is affiliated will promptly notify the player and the Destination Club by email upon approval of the Transfer Request.
- 3.1.8. The Former Club can approve the Transfer Request any time within six (6) Business Days from lodgement of the Transfer Request via Footyweb. Should the Former Club fail to respond, the Transfer the subject of the Transfer Request will occur automatically following the expiry of the six (6) Business Days.
- 3.1.9. Should a Club complete the Transfer Request incorrectly, the relevant Football Body may deal with the player or Club as it deems fit in accordance with the Football Body's Rules and Regulations.
- 3.1.10. For the avoidance of doubt, a Transfer is subject to Regulation 3.4 (suspended players).

#### **3.2 REFUSALS**

- 3.2.1. A Former Club may refuse a Transfer Request within six (6) Business Days from lodgement of the application via Footyweb.
- 3.2.2. Subject to Regulation 3.2.3, a refusal can only occur where a Club can substantiate that the player:
  - (a) is a Declared Player whose current player arrangement requires the player to continue to play for the Club (as substantiated in accordance with Regulation 3.2.4); or
  - (b) is indebted to the Club; or

- (c) is in possession of Club property (e.g. jumper) that needs to be returned; or
- (d) wishes to withdraw their Transfer Application. Clubs can only submit this as a reason for refusal where the player has completed and lodged the player withdrawal of transfer form via Footyweb in accordance with Regulation 3.3 below; or
- (e) any combination of the circumstances in (a) – (d).

3.2.3 Without limiting Regulation 3.2.4, once 24 months have elapsed since a Club initially refused a Transfer Request, the circumstances described in Regulation 3.2.2(b) and (c) are not valid grounds for refusing a Transfer Request.

3.2.4 A Club refusing to Transfer a player must provide evidence (written documentation acknowledged by both parties) in order to substantiate the refusal upon request by its affiliate Football Body within three (3) Business Days of the request. Failure to provide such evidence may result in the Football Body re-opening and approving the Transfer.

3.2.5 For the avoidance of doubt:

- (a) Clubs (and if applicable, Leagues) must only refuse a player Transfer on grounds expressly set out in Regulation 3.2.2 or elsewhere in these Regulations; and
- (b) a State Football Body may in its discretion override any rule or other mechanism of a Club or League relating to registration of players where in the reasonable opinion of the State Football Body the relevant rule or mechanism is contrary to the purpose of these Regulations.

### **3.3 TRANSFER WITHDRAWALS**

3.3.1 A player or Club wishing to withdraw a Transfer Request must do so in writing to the relevant affiliate Football Body (i.e. the Football Body to which player was originally registered) in accordance with this Regulation 3.3.

3.3.2 A Transfer withdrawal must be submitted within six (6) Business Days from the date on which the Transfer Request was lodged. For the avoidance of doubt, if a Transfer Request is approved by the Former Club before the player or Destination Club lodges a transfer withdrawal, the player is not eligible for a transfer withdrawal.

### **3.4 SUSPENDED PLAYERS**

3.4.1 A player under suspension by a Football Body can Transfer to another Club/Football Body (**First Transfer**) but must not play a match with that Destination Club until the player has completed the player's suspension and the player cannot subsequently transfer (i.e. a second consecutive transfer) to a further Club/Football Body until 28 days after the First Transfer.

3.4.2 Suspended players seeking a Transfer from winter competitions to summer competitions and vice versa must refer to Law 19.4.4 of the Laws of Australian Football, as amended from time to time.

### **3.5 APPEALS OF TRANSFER REFUSALS**

3.5.1 Where the player disputes the reason for a Transfer refusal, the player or the Destination Club should resolve the dispute with the Former Club. Where a dispute between the parties cannot be resolved, the player or the Destination Club may appeal against the refusal of Transfer in accordance with the relevant Football Body's appeal procedure.



- 3.5.2 An appeal involving Clubs associated with the same Football Body will be heard by the Football Body's appeals tribunal (in accordance with the appeals procedure for the respective Football Body).
- 3.5.3 An appeal involving Clubs from two different Football Bodies within the same State will be heard in accordance with the rules and regulations of the State Football Body to which the Football Bodies are domiciled.
- 3.5.4 An appeal involving Clubs from two different States will be referred to the Permit Committee for resolution in accordance with the procedure set out in Regulation 3.22.
- 3.5.5 If a Football Body does not have an appeals process in place, the following rules will apply in relation to an appeal of a Transfer refusal:
- (a) A player or Destination Club who has been refused a Transfer may appeal (Appellant) to the relevant State Football Body's independent panel (Panel) by notice in writing lodged with the State Football Body.
  - (b) The appeal must be lodged within ten (10) Business Days of the notice of refusal being received by the Destination Club.
  - (c) The notice of appeal must include all relevant details which the Appellant requires the Panel to take into account including details of the player transfer refusal.
  - (d) The State Football Body shall inform each affected Football Body of the appeal as soon as practical after lodgement by the Appellant of its notice of appeal.
  - (e) The Appellant must pay a bond of \$550 (including GST) to the State Football Body and such bond may be forfeited should the appeal be considered vexatious or frivolous by the Panel. A \$275 (including GST) administrative fee will be retained by the State Football Body from the Appellant's appeal bond.
  - (f) The Former Club (Defendant) must also lodge a bond of \$550 (including GST) and such bond may be forfeited should the defence be considered vexatious or frivolous by the Panel. A \$275 (including GST) administrative fee will be retained by the State Football Body from the Defendant's appeal bond.
  - (g) The Defendant must lodge its defence against the appeal in writing and include all relevant details which the Defendant requires the Panel to take into account together with details of the player transfer refusal.
  - (h) Should the Defendant fail to lodge with the State Football Body:
    - (i) a defence in writing pursuant to Regulation 3.5.5(g) within four (4) days of being notified of the appeal by the State Football Body; and
    - (ii) the bond of \$550 (including GST) within six (6) days of being notified of the appeal details by the State Football Body;it shall be deemed to have granted the Transfer.
  - (i) The parties shall each be entitled to representation at an appeal hearing.

- (j) An appeal in accordance with regulation 3.5.4 shall be heard as soon as practicable within a period as determined by the Panel.
- (k) The deadlines for the lodgement of the defence and bond payment by a Defendant pursuant to regulation 3.5.5(h) apply unless otherwise advised in writing by the State Football Body.
- (l) The Panel may regulate the proceedings before it as it deems fit and the decision of the Panel (to approve or deny the Transfer Request) is final and binding on all parties.

### **3.6 TRANSFER FEE**

Without limiting any Player Payment Rules which may apply to a Club or Football Body, neither a Club nor Football Body shall directly or indirectly receive or pay any monetary amount or any other consideration in respect of or in connection with the Transfer of a player subject to these Regulations.

### **3.7 REGISTRATION AND TRANSFER PERIODS**

- 3.7.1 A Transfer Request may be lodged between 1 November to 30 November or 1 February to 30 June in each calendar year (**Transfer Periods**).
- 3.7.2 Subject to Regulation 3.7.5, no Transfer Requests (including Temporary Transfers from the NTFL) shall be lodged after 11.59pm (AEST) on 30 November or 30 June in each year.
- 3.7.3 The above Transfer Period does not apply to the NTFL competition where the season is primarily conducted from October to March each year.
- 3.7.4 The player registration period for each season commences on 1 November prior to the beginning of each season.
- 3.7.5 In exceptional circumstances a State Body may approve an intrastate Transfer (or the relevant State Bodies may jointly approve an interstate Transfer) after 30 June in each year.

### **3.8 PLAYER AGE GROUP ELIGIBILITY**

- 3.8.1 The minimum age for a player to be eligible to register with a Football Body in any year will be in accordance with the Australian Football Match Policy as published and amended by the AFL from time to time.
- 3.8.2 A player's age group shall be based on a player's age as at 1 January in each year.
- 3.8.3 A Football Body that extends the age of a competition must retain 1 January as the age determination date. E.g. for an Under 18 ½ competition in 2016, the age shall be extended back to 1 July 2015, thus allowing the player to be 18 ½ on 1 January 2016.

### **3.9 MISLEADING OR INCORRECT INFORMATION**

- 3.9.1 Any player not properly registered (including any player registered based upon incorrect or insufficient information), will be ineligible to play in competition matches.
- 3.9.2 Any player who submits incorrect information or who intentionally fails to disclose information on any registration form or transfer application may, as determined by the applicable Football Body in its absolute discretion, be:

- (a) subject to disciplinary sanctions; or
- (b) retrospectively deemed or determined to have been ineligible for any competition matches in which they have played.

3.9.3 Any Club Official or Club that causes or contributes to a breach of regulation 3.9.2 may also be sanctioned by the relevant Football Body in its absolute discretion.

### **3.10 INTERCHANGE AGREEMENT**

3.10.1 A Football Body may enter into an Interchange Agreement with another Football Body at the discretion of the relevant Football Bodies. A copy of the Interchange Agreement must be lodged with the relevant State Football Bodies within ten (10) days of its execution. Interchange Agreements cannot be entered between Tier 1 League Clubs, excluding the North East Australian Football League.

3.10.2 All Interchange Agreements must be in place by 30 June in each year.

3.10.3 Once an Interchange Agreement has been lodged with, and approved by, the State Football Body it will be considered ongoing unless revoked by the State Football Body or one of the Football Bodies party to the Interchange Agreement by advising the State Football Body.

### **3.11 PERMITS**

3.11.1 An Interchange Agreement must be in place in accordance with Regulation 3.10 above, prior to requesting a Local Interchange Permit.

3.11.2 Permits are to be applied in accordance with the respective State Football Body rules, regulations or by-laws and it is the responsibility of the relevant Football Body to monitor the application and management of Permits.

### **3.12 PLAYER DECLARATIONS**

3.12.1 Clubs should use the Standard Playing Declaration (as updated by the AFL from time to time).

3.12.2 State Football Bodies may, in addition to any other information or documentation which must be provided to the State Football Body in accordance with the State Football Body's applicable rules, also require Clubs to provide a copy of each player's current, accurate, completed and signed Standard Player Declaration.

3.12.3 Notwithstanding the form of playing agreement (if any) used by a particular Club, it is the responsibility of the Club and each player to ensure all player payments required to be made pursuant to any playing agreement are made in accordance with:

- (a) the Player Payment Rules (if applicable);
- (b) the current, accurate, completed and signed Standard Player Declaration; and
- (c) all other State and Commonwealth laws.

3.12.4 The following guidelines will also apply to the Standard Player Declaration:

- (a) A player must be at least 18 years old to sign the Standard Player Declaration (or if under 18 must have the Standard Player Declaration signed by a parent or guardian);

- (b) For a Standard Player Declaration to be valid both the Club and the Player must sign the declaration; and
- (c) Subject to Regulation 3.12.5, all Standard Player Declarations expire on 31 October each year.

3.12.5 Standard Player Declarations that are:

- (a) expressed to be valid for more than one year will expire on 31 October in the final year of the declaration; and
- (b) executed between a player and a Club in the Northern Territory Football League expire on 31 March in the final year of the declaration.

3.12.6 A Standard Player Declaration will remain effective until the expiration, update or replacement of the Standard Player Declaration, unless the Former Club releases the player from the Standard Player Declaration.

3.12.7 A Tier 1 League Club or AFL Competition standard player contract will take precedence over a Tier 2 League Club Standard Player Declaration should the player wish to pursue their career at a Tier 1 League or in the AFL Competition, however should the player be released from a Tier 1 League or AFL Competition Standard Player Declaration within the time constraints of the Tier 2 League Standard Player Declaration the player will still be bound to that Tier 2 League Club until the Tier 2 League Standard Player Declaration expires.

3.12.8 A Tier 1 League which by any means permits a Declared Player of another Tier 1 League to play in a Club of its State without the consent in writing of the Club to which the player is registered or is otherwise in breach of these Regulations shall be liable to a penalty determined by the Permit Committee but not exceeding \$5,000 and may be dealt with by the Permit Committee as if it had been guilty of conduct prejudicial to the interest of Australian Football.

3.12.9 If there is a dispute in relation to Regulation 3.12 including between a player and a Former Tier 1 League as to whether that player is a Declared Player or is not a Declared Player the player's Former Tier 1 League may refer the dispute to the Permit Committee for determination.

### **3.13 JUNIOR PLAYERS**

3.13.1 Junior Players resident in one State may not be recruited or registered with a Tier 1 League in another State without the approval of the Permit Committee. Such approval may only be granted where the Junior Player concerned has:

- (a) transferred interstate with his/her family;
- (b) undergone a bona fide transfer of employment to another State;
- (c) enrolled in a tertiary education course in another State;
- (d) the support of the National Development Manager, in the interests of developing his/her football career; or
- (e) any other matter in the Permit Committee's discretion.

### **3.14 PRACTICE AND TRIAL MATCHES**

- 3.14.1 A Tier 1 Declared or non-Declared 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 the player is registered to play football.
- 3.14.2 A Tier 1 League is liable to a sanction determined by the Permit Committee but not exceeding \$5,000 for each offence where an associated Club breaches this Regulation 3.13.

### **3.15 STATE FOOTBALL BODY RESPONSIBLE**

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

### **3.16 24 MONTH RULE**

- 3.16.1 A player who has not played competitive football in the previous 24 months and wishes to play at another Club can apply for registration with that Club at any time. The player's Former Club cannot object to the Transfer under any circumstances.
- 3.16.2 Should the player lodge the relevant Transfer Application within the Transfer Period, the player will be registered with the Destination Club using the normal Footyweb Transfer process.
- 3.16.3 Should the player lodge the Transfer Application outside of the Transfer Periods, only the destination League that the player intends to register with can process the registration using the Footyweb Transfer process.

### **3.17 SEPARATE AGREEMENTS**

- 3.17.1 A Tier 1 League may enter into an agreement with any other Tier 1 League, concerning the Transfer of players between those Leagues.
- 3.17.2 A copy of any such agreement is to be lodged with the General Manager by 1 February or within six (6) Business Days of making such agreement if made between 1 February and 30 September.
- 3.17.3 A Tier 1 League may enter into an agreement with the AFL concerning the Transfer of players from that Tier 1 League to the AFL Competition.
- 3.17.4 Each such agreement shall for all purposes be regarded as valid and subsisting unless otherwise declared by a Court and if the provisions of any such agreement are inconsistent with these Regulations the agreement shall prevail.
- 3.17.5 Once such an agreement between Tier 1 Leagues has been lodged with, and approved by, the relevant State Football Bodies it will be considered ongoing unless revoked by one of the State Football Bodies or Football Bodies who are a party to the agreement.

### **3.18 TEAM IN ANOTHER TIER 1 LEAGUE**

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

be considered a Tier 1 League team of the Northern Territory and Gold Coast Football Club will be considered a Tier 1 League team of Queensland.

### **3.19 NORTHERN TERRITORY FOOTBALL LEAGUE (NTFL)**

- 3.19.1 Players may Transfer to or from the NTFL via a Temporary Transfer using Footyweb. Such players shall remain registered with the League from which they have received the Temporary Transfer.
- 3.19.2 Temporary Transfers are valid for one (1) season only. Players wishing to continue on a Temporary Transfer basis will be required to complete a new Footyweb application for each subsequent season.
- 3.19.3 Where a Tier 1 League Club recruits a player on a Temporary Transfer, the Tier 1 League shall be responsible for ensuring that the player participates with the Club for one (1) season only.
- 3.19.4 Where a player has played under a Temporary Transfer and has not played or made themselves available for selection for more than five (5) home and away matches for a period of twenty-four (24) months, the player shall be required to lodge a Transfer application through Footyweb for any subsequent transfer.
- 3.19.5 Where players are drafted as an AFL Primary Listed Player or Rookie Listed Player during the period of the Temporary Transfer, they shall be regarded as having been recruited from the Former Club of the League granting the Temporary Transfer.

### **3.20 STATE AFFILIATION – TIER 2 LEAGUES**

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

### **3.21 TRANSFER OF PLAYERS TO THE AFL COMPETITION**

- 3.21.1 Declared or non-Declared Players of Tier 1 or 2 Leagues are automatically registered to an AFL Competition Club upon becoming an AFL Primary Listed Player or AFL Rookie Listed Player.
- 3.21.2 Upon registration with the AFL Competition Club, the player may interchange with a Tier 1 League Club at the discretion of the player's AFL Competition Club provided that such interchange conforms to applicable Transfer Regulations of the Tier 1 League concerned.
- 3.21.3 Should a player be listed as an AFL Primary Listed Player by an AFL Competition Club located in a State different to that player's Tier 1 League Club, they may play with a Tier 1 League Club in that State (i.e the new State). In the event that player is delisted the player will be regarded as a player of the player's original Tier 1 League.
- 3.21.4 For the purposes of these Regulations an AFL Primary Listed Player demoted to an AFL Rookie Listed Player shall continue to be regarded as an AFL Primary Listed Player.
- 3.21.5 A player who is delisted by an AFL Competition Club who returns to play for a Club of the Tier 1 League from which the player was drafted will be bound by any applicable Transfer Regulations and registration rules of that Tier 1 League if player desires to play football for a Club of that Tier 1 League other than the Club with which the player was registered at the time of delisting.

3.21.6 Where a player is delisted as an AFL Primary Listed Player or AFL Rookie Listed Player and becomes an AFL Rookie Listed Player of another AFL Competition Club for the following AFL Competition season that player shall be regarded as having continuous AFL Competition registration.

### **3.22 PERMIT COMMITTEE**

3.22.1 A Permit Committee comprising three (3) members shall be appointed by the General Manger or their nominee and shall hold office until replaced by the General Manager or their nominee.

3.22.2 The General Manager or their nominee may revoke Permit Committee appointments at any time.

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

- (a) mediate State Football Body disputes as they arise and provide final judgement where required in accordance with the processes set out in Regulation 3.5.5. For the avoidance of doubt, where the nature of the dispute means that the processes in Regulation 3.5.5 are unnecessary, inappropriate, or for any other reason, the Permit Committee may dispense with any one or more requirements of Regulation 3.5.5 in its absolute discretion;
- (b) consider and determine interstate Transfer Applications lodged by Junior Players under Regulation 3.13;
- (c) consult with State Football Bodies on any proposed amendment to these Regulations;
- (d) make such recommendations to the AFL for amendments to these Regulations as may be approved by not less than six (6) State Football Bodies;
- (e) determine matters raised under Regulation 3.11.6. and 3.13.2; or
- (f) any other matters pursuant to these Regulations as determined by the AFL General Manager.

# Appendix 1: Standard Player Declaration

## 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

(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: \$ ..... Social functions: \$ .....

Club property: \$ ..... Other: \$ .....

Coaching (if applicable): \$ ..... for .....

Other payments: \$ ..... 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)



**Appendix 1: Standard Player Declaration**

For the Club: ..... Date: ...../...../.....

Position: President | Secretary | Treasurer | Football Manager (delete inapplicable titles)