



**COMMUNITY
FOOTBALL**

RULES & REGULATIONS

1st September 2023



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Introduction

Each word and provision shall form part of these Regulations.

The SANFL Community Football Regulations reflect the following guiding principles:

- To promote, develop and ensure the effective management of SANFL Community Football Matches.
- To create even competitions within Community Football in South Australia.
- To adopt good governance and integrity within SANFL Community Football.
- To make it easier for Leagues, clubs and volunteers and other stakeholders to administer Australian Football at the community level.
- To administer natural justice in Arbitration and Tribunal Hearings.
- To address appropriate standards of behaviour and the prevention of discrimination and harassment in Australian Football at the community level.
- To encourage that the game of Australian Football is played in a fair manner and a spirit of true sportsmanship.
- To provide a safe, fair, and inclusive game environment for all involved.

These Rules and Regulations:

- Have been drafted to simplify the Player Rules and Regulations and By-Laws that have evolved since first published.
- Have been drafted with input from Community Football Clubs.
- May be amended by the Community Football Committee.
- Will refer back to proceedings versions of the Rules should there be any dispute regarding the interpretation of the current Rule.
- Contain polices which form part of the Rules, and which are available on the AFL/SANFL Website.

SANFL Community Football plays under the Laws of Australian Football as determined by the Australian Football League. These Laws are updated annually and published by the AFL. SANFL Community Football Regulations may deviate from these Laws to provide for Laws which better suit Community Football.

Each Rule shall be read and construed independently of the other provisions of these Regulations. Parts of a rule may be valid if other parts of provision of the rule were deleted.

The SANFL and SANFL Community Football will act in the best interests of the competition, without undue formality and without being bound by the rules if they consider it is not in the best interest of the competition.

Polices:

The Regulations will be a 'living' document. It will see additions and changes as the seasons pass, when new policies and procedures are introduced, or existing ones are amended.

The National Community Football Policy Handbook are adopted as part of these Regulations and its terms are deemed terms of these Regulations. The National Community Policy Handbook is intended to address any inconsistency between these Regulations and the polices outlined in National Community Policy Handbook. Where the Community Football Regulations relate to a specific regulation in the National Community Football Policy Handbook, the Community Football Regulations will prevail to the extent of the inconsistency. Where the Community Football Regulations fall silent, the National Community Policy as amended from time to time shall apply.

A copy of these Regulations will be provided on the SANFL Website –

<https://sanfl.com.au/communityfootball/community-football-rules-regulations/>



Part A - General

These Regulations are made under Rule 5.1.4 of the Constitution and Rules of the SANFL Community Football

1. Interpretation

In this construction and interpretation of these Regulations unless contrary intention appears on the context otherwise permits or requires:

'Affiliated League' means a football League which has affiliated with SANFL Community Football under Rule 9.4 of the SANFL Community Football Constitution;

'Affiliated League Club' and **'Club'** means a football club which is a member of, or which fields a team in a football competition conducted by an Affiliated League;

'Affiliated Leagues Council' means the body formerly provided for under these Regulations and known by that name;

'AFL' means the Australian Football League.

'AFL Interstate Player Transfer Regulations' means regulations relating to the transfer of players from one State or Territory of Australia to another as published by the AFL from time to time.

'Appeal Tribunal' means a League Independent Tribunal, Zone Independent Tribunal SANFL Independent Tribunal appointed under these Regulations or the Permit Tribunal as the case may be;

'Approved Player Point's System' and **'APPS'** means a Player Point System approved by the Committee which has been adopted by an Affiliated League under clause 26.

'Committee' and **'Community Football Committee'** means the Committee of Directors of SANFL Community Football appointed under Rule 4 of the SANFL Community Football Constitution;

'Bona fide change of residence' means for the purposes of Regulation 9, a substantiated and verifiable change of place of residence by a player;

'Chief Executive Officer' means the General Manager of the SANFL Community Football appointed under Rule 20 of the SANFL Community Football Constitution;

'Clearance' means an approval to transfer as a player from an Affiliated League Club under Regulation 8 of these Regulations;

'Clearance Form' means a form to be completed by a player seeking an approval to transfer as a player from an Affiliated League Club;

'Country Championships' means the competition arranged and conducted by the Committee in consultation with the Country Zone Committee referred to in Regulation 10.2 of these Regulations;

'Country Zone Committee' means the body known by that name referred to in Regulation 3 of these Regulations;

'Contractual Obligation' means for the purposes of Regulation 12 a written agreement between a person and an Affiliated League Club under which that person agrees to provide his services as a football player to that Club for a fixed term;



'Financial Indebtedness' means for the purpose of Regulation 12.1 a debt owing by a player to a club for subscriptions of the last season in which the player played for that club;

'Financial Year' means the period commencing on 1 November in a year and ending on 31 October in the following year;

'football' means the game of Australian Football;

'Football Advisory Councils' means the Regional Football Advisory Council **'Football Commission'** means the South Australian Football Commission appointed under Rule 5.5 of the SANFL Constitution;

'Home Club' means where a player has played majority of their Football in the previous three years.

'Investigation Committee' means the Investigation Committee appointed by the Committee under Regulation 6 of these Regulations;

'Integrity Manager' means the person appointed by SANFL to manage compliance and integrity matters.

'Junior District Leagues' means North East Metro Junior Football Association

'League Commissioners' and **'SANFL League Commissioners'** means the League Commissioners appointed under Regulation 2.1 of the SANFL Regulations;

'League Independent Tribunal' means a Tribunal appointed by an Affiliated League for the purposes of these Regulations;

'Match' or **'Football Match'** means any game of football either played by a team of an Affiliated League Club in a competition promoted, conducted or controlled by the SANFL Community Football and/or an Affiliated League or which has otherwise been approved by the SANFL Community Football and/or an Affiliated League;

'Online System' means the national online player management system as provided by AFL;

'Officer' means a member of any committee, director, officer, administrator, employee or any other office holder or servant of an Affiliated League, or an Affiliated League Club respectively whether remunerated or not

'Permit Tribunal' means the Permit Tribunal appointed under Regulation 2.4 of the SANFL Regulations;

'player' or **'Player'** means a person who is registered to play football with an Affiliated League Club;

'Player Points System' means a Points System referred to in Regulation 26;

'Qualification For a Game Played' means a player is in attendance at the venue, is dressed in appropriate playing attire by half time and is entered on the team sheet. If the player does not meet these requirements, the player's name must be removed from the team sheet and may not be replaced, and the player is deemed to not have played in the game;

'Regional Affiliated League' means an Affiliated League referred to in Regulations 2 (a) inclusive of these Regulations;

'Regional Football Manager' means the person appointed by SANFL to manage and administer football in Regional SA.

'Regional State Team' means the team to be selected under Regulation 10 of these Regulations;

'Regional State Team Selection Committee' means the committee appointed to select a Regional Affiliated



League State Team under Regulation 10 (a) of these Regulations;

'Regulations' means these Regulations;

'SA AFL' means the South Australian Amateur Football League Inc;

'SANFL Community Football Constitution' means the Constitution and Rules of the SANFL Community Football;

'SANFL Community Football' means the person/s appointed by SANFL to oversee Community Football;

'SANFL' means the South Australian National Football League Inc;

'SANFL Constitution' and **'League Constitution'** means the Constitution and Rules of the SANFL;

'SANFL League Club' means a League Club referred to Rule 3.18 of the SANFL Constitution;

'SANFL Regulations' means Regulations made by the Football Commission under Rule 5.5.10.1.12 of the SANFL Constitution and includes any By-Laws and Standing Orders made under that Rule;

SAWFL' means the South Australian Womens Football League Inc;

Season' means the period between 1 February and 31 December in each calendar year;

South Australian Amateur Football League Inc means the Adelaide Footy League or any other name that the Metropolitan Senior League adopts from time to time.

'Zone' and **'Regional Zone'** means each of the Regional Zones referred to in Regulations 2 (a) inclusive of these Regulations;

'Zone Advisory Council' means a Zone Advisory Council appointed under Regulation 5 of these Regulation as varied from time to time;

Words describing the singular number include the plural number and vice versa;

Reference to any gender indicates every other gender and words describing individual persons included corporations and vice versa;

Headings are for convenience only and do not affect the interpretation or construction of these Regulations.



2. Zones

2.1 At the date of the adoption of these Regulations and until otherwise decided by the Committee, there will be one (1) Metropolitan Zone and Six (6) Regional Zones comprising of the Affiliated Leagues listed below:

Zone Leagues

- a) **South East Zone** – Mid South East, Kowree Naracoorte Tatiara and Western Border Football Leagues
 - b) **Eastern Zone** – Hills, River Murray, Riverland and Murray Valley Football Leagues
 - c) **Southern Zone** – Great Southern, Southern and Kangaroo Island Football Leagues
 - d) **Central Zone** – Barossa, Light and Gawler Football Association, Adelaide Plains and Yorke Peninsula Football Leagues
 - e) **Northern Zone** – Whyalla, Spencer Gulf, Broken Hill and Far North Football League, Northern Areas Football Association and North Eastern Football League.
 - f) **Western Zone** – Port Lincoln, Great Flinders, Western Eyre and Eastern Eyre Football Leagues
 - g) **Metropolitan Zone** – Adelaide Footy League
- 2.2 Allocation of Leagues to each Zone in Regulation 2.1 supports the composition of Zones for the purposes of Country Championships.
- 2.3 The number, name and composition of the Zones may be varied from time to time to comprise such Affiliated Leagues or Associations as shall be decided by the Committee in consultation with the Football Advisory Councils.
- 2.4 The number name and composition of the Zones may be reviewed by the Committee at any time, but in any event must be reviewed at intervals of not more than two (2) years. Such review must be carried out by the Committee itself, or by the Investigation Committee or other committee appointed or nominated by the Committee, in either case in consultation with the Football Advisory Council.

3. SANFL Country Zone Committee ('CZC')

- 3.1 There will be a Country Zone Committee comprising the members appointed under Regulation 5.2 by the Zone Advisory Committee of each Zone referred to in Regulations 2.1 inclusive.
- 3.2 The objects and powers of the Country Zone Committee are to:-
- a) Promote manage and develop community football generally in South Australia in consultation with and subject to any direction of the Committee;
 - b) Investigate, report to, make recommendations to and advise the Committee upon matters relating to or affecting community football in South Australia;
 - c) Implement any initiatives, proposals and plans which the Committee may direct concerning or affecting community football in South Australia;



4. South Australian Amateur Football League Inc

If and whilst the SAAFL is an Affiliated League it will:

- a) Promote football generally within Metropolitan Adelaide.
- b) Investigate, report to, make recommendations to and advise the Committee upon matters relating to or affecting football within Metropolitan Adelaide;
- c) Implement any initiatives, proposals and plans which the Committee or the League may direct concerning or affecting football within Metropolitan Adelaide.
- d) Otherwise conduct its affairs in accordance with its Constitution Rules and By-Laws in force from time to time.

5. Zone Advisory Committee ('ZAC')

5.1 Other than in the Metropolitan Zone, there will be a Zone Advisory Committee aligned to the eight SANFL League Club Zones as determined from time to time.

5.2 Membership of each Zone Advisory Committee will comprise the following:

- a) Chairperson (as appointed by the ZAC) under Regulation 5;
- b) Country Zone Committee member who may be the same person as the Chairperson;
- c) Alternate Country Zone Committee member;
- d) Secretary of the Zone Advisory Committee;
- e) President (or nominee from Committee) of all Zone affiliated Leagues (or competitions)
- f) Ex officio members
 - a. SANFL Game Development Coordinator;
 - b. SANFL Football Operations Coordinator (where appointed);
 - c. Zone SANFL League Club Chief Executive Officer or nominee

5.3 The Zone Advisory Committee must hold an Annual Meeting by no later than the 31st March in each year at which the delegates must subject to Regulation 5.6, make the following appointments:

- a) a Chairperson;
- b) a Country Zone Committee member who may be the same person as the Chairperson;
- c) an Alternate Country Zone Committee member;
- d) a Secretary;

5.4 In addition to the Annual Meeting, the Zone Advisory Committee may hold such other meetings during the year as it may decide.

5.5 A Zone Advisory Committee meeting may be called by the Country Zone Committee Member of

that Zone, and must be called on receipt of the written request of a majority of delegates representing Affiliated Leagues within that Zone. Not less than seven (7) nor more than fourteen (14) days' written notice must be given of each meeting called under this Regulation 5.5.

5.6 The cost of each meeting called under Regulation 5.4 must be shared equally by the Affiliated Leagues comprising that Zone.

- a) The minutes of all Zone Advisory Committee meetings must be forwarded to the Regional Football Manager.
- b) Each Zone Advisory Committee may from time to time appoint sub-committees and nominate their terms of reference.
- c) Each Affiliated League may appoint a proxy delegate to attend a Zone Advisory Committee meeting in the place of any delegate appointed by it who is unable to attend such meeting.

If the Chairperson of a Zone Advisory Committee is a candidate for the position of Country Zone Committee member or Alternate Country Zone Committee member they must vacate the Chair for the period of the meeting when the appointment of those positions is being made. If the Chairperson vacates the chair in these circumstances, the meeting will be chaired by a representative of SANFL Community Football if present at the meeting or failing their presence, by one of the members of the Zone Advisory Committee present and appointed by those members.

5.7 If a Zone Advisory Committee has failed to appoint a Country Zone Committee member/s in accordance with Regulation 5.2:

- a) The Committee may request that a Zone Advisory Committee meet for the purpose of making an appointment of a Country Zone Committee member/s and such appointment is to be made within 30 days of the date of such request;
- b) If, following a request made by the Committee under Regulation 5.6 (a), the Zone Advisory Committee fails to appoint a Country Zone Committee member/s, then the Committee may appoint a person to act as the Country Zone Committee member/s for that Zone Advisory Committee; and
- c) The term of a Regional Football Advisory Council member appointed under this Regulation 5.7 shall commence on the date of the appointment and expire at the conclusion of the Third Annual Meeting of the Zone Advisory Council following his/her appointment.

6. Investigation Committee

6.1 Upon a referral to the Investigation Committee, SANFL Community Football must appoint an Investigation Committee of three persons comprising:

- a) one person appointed by the Committee;
- b) one person nominated by the Country Zone Committee;
- c) one person nominated by the South Australian Amateur Football League

6.2 At any meeting of the Investigation Committee, two (2) persons being persons appointed under Rules 6.1 will form a quorum one of whom must be the person appointed under Regulation 6.1.(a).

6.3 Powers and Duties of the Investigation Committee

The Investigation Committee has the power to:

- a) Investigate any matter referred to it by the Committee or a member of the Football Advisory Council or an Affiliated League in relation to Zones or to the affiliation of Leagues or Associations;
- b) Investigate any matter referred to it by an Affiliated League or a Club of an Affiliated League concerning the interpretation of the Constitution Rules and Regulations of the Affiliated League provided that such matter is not trivial;
- c) Investigate all other matters which may be referred to it under the SANFL Community Football Constitution or these Regulations;
- d) Summon any person to appear before it and give evidence;
- e) Admit or reject any evidence which may be given to it;
- f) Adjourn its proceedings to such a time and place as it shall deem fit;
- g) Adopt or pursue any procedure considered convenient and proper for the disposal of any matter before it;
- h) Sustain or dismiss any application, objection, appeal or charge brought before it upon such grounds as it in its absolute discretion may determine;
- i) Refer any matter to the SANFL Tribunal to hear and determine an alleged breach of these Regulations;
- j) Upon investigating into a matter that is referred before it, charge any Affiliated Club or Affiliated League Club pursuant to these regulations;
- k) Refuse to investigate any matter referred to or brought before it for investigation under these Regulations if it determines in its absolute discretion that such matter is trivial.

6.4 Investigation Committee Referral Process

Excluding referrals from the Committee, any referral to the Investigation Committee must be:

- a) in writing addressed to the Integrity Manager;
- b) set out the facts in respect of the referral; and
- c) accompanied by the sum of \$500.00 payable to the SANFL towards the costs of reviewing the referral.

6.5 Integrity Manager Investigation Process

- a) The Integrity Manager shall investigate all matters that are referred to the Investigation Committee.
- b) Within 14 days of the referral the Integrity Manager shall report their findings to the Investigation Committee provided however that if the Integrity Manager reasonably requires additional time to complete the investigation, the Investigation Committee must grant an additional 7 days for the Investigation to be completed.



7. SANFL Merit Awards

Merit Awards may be awarded annually by the SANFL to acknowledge outstanding service to the Game of Australian Football given by persons associated with Affiliated Leagues.

Conditions under which a Merit Award will be made are as follows:

- a) The award may be made only to persons who have rendered outstanding service to an Affiliated League, Affiliated League Club or the game of football and is limited to one award for each Affiliated League in any one season.
- b) Nominations of persons for a Merit Award by Affiliated Leagues must be forwarded to the Community Football Department for consideration and recommendation to the Committee by no later than 31st July in each year.
- c) A record of the service rendered by the nominated person must be forwarded with each nomination.
- d) The number of Merit awards to be awarded each year will normally be five. The Committee however may in any year award more than five Merit Awards if it decides in its discretion that there are more than five persons deserving of Merit Awards in that year.

8. Amendments to Regulations

- a) The Committee may alter, amend, or vary these Regulations on its own accord in writing. Any alteration amendment or variation to these Regulations must be approved by the Football Commission before it can have any force or effect.
- b) An Affiliated League may table a proposed amendment to these Regulations at an official meeting of the Zone of which it forms part, for consideration, and if approved by that Zone, the proposed amendment may then be submitted in writing to the Committee for consideration.

9. Domestic Matters

Each Affiliated League must have power to adopt Rules and By-Laws not inconsistent with these Regulations to provide for the management of its own domestic affairs.

9.1 Matters Not Provided For

The Committee has power to decide any matters not provided for in these Regulations which decision will be subject to the approval of the Football Commission before having any force or effect.

Part B – Football Operations

10. State Team Selection Committee – Regional Affiliated Leagues

- a) There will be a Regional State Team Selection Committee consisting of up to four (4) members which must be appointed annually by SANFL Community Football for the purpose of selecting a State Team to represent Regional Football Leagues in interstate and other representative matches.
- b) SANFL Community Football must in consultation with the State Team Selection Committee appoint a coach for the Regional Affiliated Leagues State Team (“the Coach”) who, upon appointment will be a member of the State Team Selection Committee.

10.1 Powers and Duties of the State Team Selection Committee

- a) To select a Regional State Team to represent the Regional Affiliated Leagues in interstate and other representative matches and to appoint the captain and vice-captain of that team as and when required.
- b) To make recommendations to SANFL Community Football concerning the appointment of the Coach, Assistant Coach and management personnel required by the Regional State Team.
- c) To make recommendations to SANFL Community Football concerning ways of improving the performance of a State Team representing the Regional Affiliated Leagues.

10.2 Country Championships and State/League Representation

- a) SANFL, supported by the Regional Football Advisory Council, will arrange and conduct a country championships football competition (“the Country Championships”) at such time as it may decide.
- b) The format of the Country Championships and the composition of teams competing in it will be decided by the SANFL in consultation with the Country Zone Committee, which format and composition may, without limitation, comprise of a competition played between Affiliated Leagues, or combinations of Affiliated Leagues approved by the Committee.
- c) Each Affiliated League must observe a senior grade bye round, where no matches shall be fixtured and/or played in all competitions in the week of and on the weekend of the SA Country Championships. For clarity, no matches shall be fixtured and/or played three or less business days prior to or after the weekend or on the weekend of the SA Country Championships.
 - i. An Affiliated League may make an application for exemption from Regulation 10.2 (c).
 - ii. An application for exemption from Regulation 10.2 (c) must be made in writing and lodged with the Community Football Committee by no later than close of business on February 28th in the year in which the Country Championships are to be held, giving detailed reasons and explanations as to why it must not observe the bye round.
 - iii. An application will only be granted in exceptional and compelling circumstances, which will be determined at the exclusive discretion of the Community Football Committee.
 - iv. There will be no right of appeal in relation to a decision of the Community Football

Committee under Regulation 10.2 (c)

- d) Each Affiliated League must, unless it has reasonable cause or excuse to not do so, participate in the Country Championships.
- e) Each Affiliated League must, regardless of whether or not it participates in the Country Championships encourage the clubs of its League to encourage and support the players of those clubs to make themselves available for selection in a team which is to participate in a Country Championships.
- f) Regardless of any contract or agreement, players of all Affiliated League Clubs have a right, and must make themselves available, to play in any team selected to represent the Affiliated League in which they play or any combination of Affiliated Leagues of which that Affiliated League forms a part, in any Country Championships or other intrastate representative match, and/or a Regional State Team.

An Affiliated League may report to the Investigation Committee, any player of an Affiliated League Club of that Affiliated League who is selected to play for a team representing that Affiliated League either alone or in combination with another Affiliated League or Leagues who makes himself unavailable to play in that team without reasonable cause or excuse.

A player who makes himself so unavailable without reasonable cause or excuse will be subject to a penalty of a fine not exceeding \$500.00 and suspension for the next two matches in which he is available to play for his Affiliated League Club in competitions in which it participates in its Affiliated League.

- g) An Affiliated League may report to the Investigation Committee any player of an Affiliated League Club who is selected to play for a Regional State Team in a representative match and makes himself unavailable to play without reasonable cause or excuse.

Any player who is found guilty of having made himself so unavailable without reasonable cause or excuse will be subject to a penalty of a fine not exceeding \$500.00 and suspension for the next two matches in which he is available to play for his Affiliated League Club in competitions in which it participates in its Affiliated League.

11 Transfers of Players

11.1 Subject to these Regulations and any AFL Interstate Player Transfer Regulations, a player desiring to register as a player of an Affiliated League Club who:

- a) has been registered as a player in any other football league or association anywhere in Australia; and/or
- b) has played with or was registered with any Affiliated League Club prior to, or at the same time as he was registered football with an SANFL League Club regardless of when this may have been;

Services required is acceptable as a valid reason for refusal of a transfer between clubs only when a player must be granted an approval to transfer (“Clearance”) from the Affiliated League Club with which such player was previously registered, before being eligible for registration to play football for another Affiliated League Club.

11.2 A Transfer must be obtained by way of an application for Transfer by the player which must be made on a SANFL Community Football Player Registration and Transfer Form approved by the Committee from time to time as well as being approved via the online system. For the avoidance of doubt, both the application for Transfer in the approved form and the approval via the online

system must be made before the transfer can be effective.

11.3 A Player Registration and Transfer Form must be signed by the player in his own handwriting, and if such player be under eighteen (18) years the clearance application shall be endorsed by the player's parent or guardian and delivered to the Secretary of the Club which he desires to play ('the Transferee Club'). Upon receipt of the Transfer Form the Secretary of the Transferee Club must immediately note the date of its receipt, enter it onto the online system and complete the form where applicable.

- a) The Appointed League/Club Official of the League who has requested the clearance application ("the application") electronically must keep a record of the original application that has been signed by the player making application and produce a copy of such original application on demand from the Appointed League Official of the recipient League and/or SANFL Community Football by no later than 5pm on the next business day following such request.
- b) The Secretary of the forwarding League shall keep such application for a period of 24 calendar months. Transfer applications submitted electronically must contain the following information;
 - Players Name
 - Address
 - Date of Birth
 - Player Registration number
 - Club the player desires to be cleared from and it's Affiliated League,
 - Club the player wishes to be registered with and it's Affiliated League.

11.4 Timing of Transfers

A Transfer can only be obtained during the periods of:

- a) 12:01AM (AEDT) on 1 November and 11:59pm (AEDT) on 30 November during the calendar year preceding the relevant season; or
- b) 12:01am (AEDT) on 1 February and 11:59pm (AEST) on 30 June during the calendar year of the relevant season.

(Please note that the transfer periods are not applicable to the Northern Territory Football League Competitions conducted by AFL NT).

- ii) If a Transfer in respect of an application for a Transfer by a player from a Club of an Affiliated League ("the transferring League") to a Club of another Affiliated League to which the player desires to transfer ("the Receiving League") within six (6) business days inclusive of dispatch, by the Transferring League, the Receiving League may advise the Transferring League in writing of its intention to register the player concerned. All written communication of this nature must be recorded.
- iii) An Affiliated League which grants a Transfer under this Regulation must immediately inform the Club of the Affiliated League in which the player was last registered that it has granted such Transfer.
- iv) Services required is acceptable as a valid reason for refusal of a transfer between clubs only when a player has played a match for their club during the current season.
- v) A Player wishing to withdraw their Transfer Request must do so in writing to the Source Controlling Body within six (6) calendar days from notification of the Transfer Request under Regulation 11.2.



- vi) For Avoidance of doubt, if a transfer request pursuant to the requirements outlined in 11.2 is approved by the Source Club before the Player Lodges a transfer withdrawal under section 11.4 (v) the Player is not eligible for a transfer withdrawal. Instead, the Player must reapply completing the approved Transfer Form as well as applying for a transfer in the online system.

11.5 SANFL Community Football Player Contract

- a) The Community Football Committee will from time to time approve a standard form contract for the provision of playing services by a Player to an Affiliated League Club ("SANFL Community Football Player Contract"). The SANFL Community Football Player Declaration is included in Appendix 5.
- b) An Affiliated League Club will not enter into a contract or agreement with a Player for the provision of playing services by the Player to the Club unless such contract or agreement is in the form of the SANFL Community Football Player Declaration.
- c) Any contract or agreement between a Player and an Affiliated League Club for the provision of playing services will not be binding on the parties unless and until the Player is registered via the online system as a Player of the Affiliated League Club, provided both parties have made reasonable endeavours and done all things reasonably required to enable the Player to become a registered Player of the Club in accordance with these Regulations.

11.6 Transfer Approval

- a) Notwithstanding the online system, a Club of an Affiliated League must meet all the requirements set out in Regulation 11 before a transfer is approved.
- b) A player or Club of an Affiliated League who does not follow the requirements set out in Regulation 11, may be subject to penalties outlined in Regulation 15 of these Regulations.

12 Transfer – Cannot Be Refused

12.1 Final Indebtedness Contractual Obligation

- a) A player of an Affiliated League Club to who has no financial indebtedness (applies to Subscriptions for the players previous season played only) or contractual obligation to that Club must not and cannot be refused a Clearance on any grounds.

The standard SANFL Community Football Leagues Playing Contract, in a form approved by the Committee from time to time; will be the only contract recognised in the instance of any appeal where 'Contractual Obligation' is given as the reason for any refusal of a Clearance.

Clubs refusing a player transfer due to contractual obligation must supply a copy of such contract to their Affiliated League by no later than 5:00pm on the next business day

(Refer Appendix 5)

12.2 Player who has not played for 24 months

- a) A Player who has not played a Match for a period of 24 Months or greater may submit a Transfer Request in accordance with Regulation 11.2 at any time and that Player's Source Club may not refuse the Transfer Request under any circumstances.

13 Appeals where Transfer is Refused

- a) Where a Player disputes a Transfer refusal, that Player and/or their Destination Club must use best endeavours to resolve the dispute with the Source Club.

13.1 Club to Club within the same League

- a) A player registered with an Affiliated League Club who is refused a Transfer from a Club of the Affiliated League in which he is registered to another Club in the same Affiliated League but has complied with all Transfer Procedures outlined in Regulation 11, may appeal against that refusal to the League Independent Tribunal of that Affiliated League pursuant to Regulation 13.4.
- b) Such appeal must be directed by the player to the League Independent Tribunal through the Secretary of that Affiliated League by the Secretary of the Affiliated League Club to which the player has sought a Clearance.

13.2 League to League

- a) A player registered with an Affiliated League Club who is refused a Clearance to a Club of an Affiliated League from which he desires a Clearance but has complied with all Transfer Procedures outlined in Regulation 11, may appeal to the SANFL Tribunal.
- b) Such appeal must be directed to the SANFL Tribunal by the Secretary of the Affiliated League to which the player is seeking the Transfer by forwarding the appeal in writing and in accordance with Regulation 13.4 to the Affiliated Leagues Manager or other person nominated by the SANFL for that purpose.
- c) A player of an Affiliated League Club cannot appeal against an application for Transfer which is refused after July 8th in any year.

13.3 Transfers between Clubs – Limit

- a) Subject to Regulations 13.3 (b) and 13.3 (c), an Affiliated League Club may refuse a Transfer for a player if three (3) male players or three (3) female players have previously transferred from the Club with which the player is currently registered ('the Current Club') to the same Affiliated League Club ('the Transferring Club') in the current season.
- b) The Current Club and the Transferring Club may, if both Clubs agree, determine that Regulation 13.3 (a) will not apply.
- c) A player who has previously played 20 or more matches for the Transferring Club shall not be included for the purposes of Regulation 13.3.
- d) Community Football retains the right to withdraw or rescind a player's registration or transfer in the instance where it is deemed that 13.3 (a) is being breached via transfer processes between leagues.

13.4 Appeal Procedure - Transfer Refusal

- a) An appeal by a player against a refusal to grant a Transfer must be made in writing, signed by the player and lodged, together with a further Transfer Form completed and signed by the player, with the relevant person provided for in Regulations 13.1, or 13.2 as the case may be.
- b) The player must at the time of lodging his appeal pay to the Secretary of the Affiliated League from which the Transfer was sought, a fee of \$1,000.00 or such other amount as the Committee may prescribe from time to time and the Secretary receiving the fee must

acknowledge receipt of it to the player. The Secretary of the Affiliated League concerned will not be obliged to proceed with the appeal until such prescribed fee has been received.

- c) If an appeal made under Regulation 13.4 (a), is successful the relevant Appeal Tribunal may determine that up to 100% of the fee paid under Regulation 13 can be refunded to the player, and may also determine that the Club which refused the Clearance to the player will be liable to pay a fee not exceeding \$1,000.00 to the SANFL Community Football.
- d) If the Club which is liable to pay the fee determined by the Appeal Tribunal under Regulation 13.4 (c) does not do so within seven (7) days of the decision by the Appeal Tribunal, each of the teams of that Club shall lose all premiership points gained in football matches played whilst that fee remains unpaid.
- e) If an appeal made under Regulation 13.4 (a) is unsuccessful, the relevant Appeal Tribunal may determine in its absolute discretion that any amount up to the whole of the fee paid under Regulation 13.4 (b) may be retained and paid to the SANFL Community Football.
- f) In making any determination under Regulation 13.4 (c) the relevant Appeal Tribunal may take into account any matter relating to the appeal including without limitation, but in particular, as to whether or not the appeal was frivolous or vexatious.
- g) An appeal against the refusal of a Transfer must be lodged in accordance with this Regulation 13 within seven (7) clear days of receipt of notification by the player concerned that the Transfer was refused.
- h) An appeal to the League Independent Tribunal under Regulation 13.2 must be heard within seven (7) clear days of notice of the appeal being lodged with the relevant Affiliated League Secretary.
- i) Except as set out in this Regulation 13 a player who is refused a Transfer may appeal once only in any season against a refusal to grant a Transfer. If a player is refused a Transfer and is unsuccessful with his appeal and subsequently makes application for a Transfer to another Affiliated League Club, he will subject to this Regulation 13 have a right of appeal against a refusal of the subsequent application for Clearance.

14. Transfer Fees

- a) Without limiting any applicable player payment or transfer rules enacted by a Controlling Body in respect of a competition, no Club or Controlling Body may directly or indirectly receive or pay any transfer fee or any other consideration in respect of a transfer.
- b) An allegation of a breach of this Regulation 14 must be referred to the Investigation Committee for investigation and determination.
- c) An Affiliated League Club which commits a breach of this Regulation 14 is liable to a fine not exceeding \$5,000.00 or such other amount as the Committee may determine.

15. Playing Without Transfer or Permit

- a) An Affiliated League Club or Affiliated League which has grounds for believing that a player has played football with a team of an Affiliated League Club without having obtained any necessary transfer or permit required by these Regulations 11 and 17 may report the same to SANFL Community Football. Upon Receipt of such report SANFL Community Football must notify the player, Affiliated League Club and Affiliated League concerned of such report and



may impose a penalty to the offending Affiliated League Club or Affiliated League in its absolute discretion as outlined in Regulation 15.b.

- b) SANFL Community Football may impose any one or more of the following penalties on the Affiliated League Club or Affiliated League:
 - i) Censure
 - ii) A fine not exceeding \$2,000.00 which must be paid to the SANFL Community Football.
 - iii) In the case of an Affiliated League Club the reversal of the result of a Match including a Major Round Match and/or the suspension or disqualification of a Team or Teams of an Affiliated League Club and/or the loss of premiership points both retrospective and prospective.
 - iv) Suspension
- c) SANFL Community Football may offer an Affiliated League Club or Affiliated League an early guilty plea to any charge that is made pursuant to Regulation 15. (a).
- d) The Affiliated Club or Affiliated League who is charged with a penalty pursuant to Regulation 15 (b) may dispute the penalty that is imposed by SANFL Community Football, to the SANFL Tribunal.

15.1 Playing Without Clearance (SANFL League Clubs)

- a) A player desiring to transfer from an SANFL League Club to an Affiliated League Club must not play for the Affiliated League Club until such time as he has obtained a Clearance from the SANFL Club with which he was last registered and any transfer fee payable under the SANFL Regulations has been paid.
- b) If a player plays for an Affiliated League Club in breach of Regulation 15.1 (a) such breach must be referred to the Investigation Committee for investigation and determination.
- c) In the event of a breach of Regulation 15.1 (a), the Investigation Committee may impose penalties equivalent to those referred to in Regulation 15 (b) on the Player, Affiliated League Club or Affiliated League respectively.

16. Clearances Other

16.1 Player of Disbanded Club

- a) Subject to Regulation 21 a player of an Affiliated League Club which disbands (“the Disbanded Club”) will be entitled to be registered as a player of another Affiliated League Club without obtaining a Transfer provided that the player is not disqualified or suspended.

17. Temporary Permits

17.1 Permit Approval System

- a) Any permit that is applied for by a Club of an Affiliated League, must meet the permit criteria as outlined in this Regulation 17. For avoidance of any doubt, this means through both the online system and appropriate form outlined in this regulation 17.2.



- b) A Club of an Affiliated League who has not followed the correct procedures or criteria under Regulation 17.2, shall be subject to disciplinary actions pursuant to Regulation 15 - Playing without transfer or permit.

17.2 Permit Procedures

The following provisions will apply to the issue of all permits under this Regulation 17:

- a) A player applying for a permit must do so on the Affiliated Leagues Temporary Permit Form approved by the Committee as well and in addition to the Online System.
- b) The appointed Club Official of the Club who has requested the Permit must keep a record of the original Temporary Permit Form and produce a copy of such original Temporary Form on demand by SANFL Community Football by no later than 5pm on the next business day following the request.
- c) For avoidance of doubt, a Player who has obtained a Permit in the Online System but has failed to fill out a Permit Form or produce such form on request by SANFL Community Football shall be subject to penalties pursuant to Regulation 15.
- d) The permit will apply in Minor Round games only and will not enable a player to qualify for a Finals Series.
- e) Subject to Regulation 17.8 (b) a permit will be restricted to a maximum period of four weeks and a player will not be granted more than four temporary permits in any oneseason.
- f) Consecutive temporary permits may be granted subject to the lodging of a new Affiliated League Temporary Permit Form at the completion of each period of four weeks.
- g) A player must not use more than two Temporary Permit Forms for the one change of locality.
- h) A player granted a permit under this Regulation 17 shall remain a registered player of the Affiliated League Club with which he is registered and shall at all times, irrespective of his place of residence, remain eligible to play with that Club.

17.3 Senior Football

- a) A player over the age of 18 as of 1st January in any year can only obtain a permit under one of the five (5) conditions:
- Transfer in employment
 - Temporary Return to Home Club
 - Promotion of football
 - Fly in/Fly out Employment
 - Student attending Educational Institution
- b) Player movement outside of the above can only be by way of a transfer within the specified transfer periods.

Please refer to the below for the five (5) permit conditions upon which a permit can be applied for on the Temporary permit form in conjunction with lodging an application on the Online System.

17.3 Transfer in Employment

- a) A player who:

- i) Is registered to play football with an Affiliated League Club (“**the Home Club**”);and
 - ii) Is temporarily transferred in his employment by his current employer from the locality of his Home Club to a branch of his employer’s business in another locality (“**the new place of employment**”); and
 - iii) Has been in the employment of his current employer for at least three consecutive months immediately preceding his temporary transfer of employment; and
 - iv) The new place of employment is more than 100 kilometres from the home ground of his Home Club; and
 - v) Is not disqualified or suspended from playing football;
- b) may be granted a permit to play football for another Affiliated League Club (“**the New Club**”) by the Affiliated League of which the New Club is a member.
- i) A permit issued under Regulation 17.1 (a) will be limited to the period of the transfer in employment and will also be subject to Regulation 17 (b)(ii).
 - ii) An application for a permit under Regulation 17 (a) must be approved by the Affiliated League Club and the Affiliated League with which the player is currently registered before the permit can be issued.

17.4 Student attending educational institution

- a) A player not referred to in Regulation 17 who is required to temporarily change his usual place of residence in order to attend a secondary or tertiary Educational Institution within the State of South Australia may obtain dual registration via a type two (2) permit on Sporting Pulse, to play football with an Affiliated League Club in an Affiliated League in the vicinity of that Educational Institution, with the approval of both Leagues. In any particular case, if one of the two leagues does not agree then an application can be brought to an independent panel to determine the issue. Applications are to be lodged with the nominated representative from the SANFL.

Subject to him not being disqualified or suspended, a player who obtains a Clearance and is registered to play football with a Club other than his Home Club under Regulation 17.2 (a) may be granted a temporary permit to play for his Home Club during periods of vacation or study leave, provided that such permit is issued by the Affiliated League of which his Home Club is a member, and the issue of such permit is approved by the Affiliated League and Affiliated League Club with which the player is currently registered.

- b) For the purposes of this Regulation 17.4 the term “Home Club” means the Affiliated League Club with which the player was registered to play football before he obtained the Clearance and become registered to play football with another Affiliated League Club under Regulation 17.2 (a).

17.5 Temporary Return to Home Club

- a) A Player who:
- i) Has been registered to play football with an Affiliated League Club (“**the Home Club**”); and
 - ii) Has transferred his employment to a place which is more than 150 kilometres from the home ground of his Home Club (“**the new place of employment**”); and



- iii) Has, with the approval of his Home Club, obtained a Clearance to play football for an Affiliated League Club situated in the vicinity of his new place of employment; and
- iv) Because of the conditions of his employment is able to return to or near his place of residence ("**Original Residence**") when he played for his Home Club;

may subject to Regulations 17.3 (b), 17.3 (c) and 17.5 be granted a permit, to play football for his Home Club by the Affiliated League of which his Home Club is a member.

- b) A permit issued under this Regulation 17.3 will be limited to the period or periods of time when the player is able to return to his Original Residence because of the conditions of his employment.
- c) The approval of an application for a permit under Regulation 17.3 (a) is subject to the approval of the Affiliated League Club and the Affiliated League with which the player is currently registered to play football.

17.6 Promotion of Football

The SANFL Community Football may grant a permit to a player of an Affiliated League Club to play football for a team of another Affiliated League Club if in its absolute discretion it determines that it is in the best interests of an Affiliated League and/or football generally.

The granting of such permit can only be made on the following conditions:

- a) It must in the best interests of football generally and made for the promotion of football in a specific Affiliated League or Leagues;
- b) It must for one game only;
- c) A permit under this Regulation 17.6 must not be granted for a player to play football for the same Affiliated League Club more than once in any Season;

17.7 Fly In/Fly Out (Drive in Drive out) Employment

- a) Employees who consistently relocate to country locations on a "Fly in-Fly out" or "Drive in Drive Out" employment basis will be permitted to play with a Club in the district of their temporary residence without the need to obtain a transfer from their original Club. Work should be under FIFO type arrangements under the following bylaws:
- b) On the request of the League, a player must supply a certificate from their employer certifying that they are employed on a "Fly in-Fly out" arrangement and a copy of their work schedule.
- c) These players will be permitted to play with their secondary Club using the Local Interchange Permit in the online system. This permit will be valid for a season or a part thereof and will expire at the end of the season.
- d) These players will be eligible to play in finals round matches in both competitions providing they satisfy the qualifying number of games in each.
- e) A player may play in only one affiliated League on any one weekend.
- f) Players are only required to play with their secondary Club on those weekends they are in their temporary location on their normal "Fly in-Fly out" employment schedule.

- g) Should the employment of the “Fly in-Fly out” arrangement cease, the Local Interchange Permit will also cease and the player, if remaining at their temporary location, must seek a clearance from their original Club before being permitted to continue playing with their secondary Club. Such application can be made at any time during the season.
- h) Should a player be employed on a “Fly in-Fly out” basis but desire to transfer to another Club/League, the player must seek the permission of their secondary club to have their Local Interchange amended.

17.8 Junior Football Permits

- a) Subject to Regulation 17.8 (b), a player may be registered to play football with only one Affiliated League Club at any one time, unless the player is under the age of fifteen (15) years on January 1st in the current year. The player may dual register with a second club in a different Affiliated League via a type two (2) permit on PlayHQ, with the approval of both Leagues. In any particular case, if one of the two leagues does not agree then an application can be brought to SANFL Community Football to determine the issue. Applications are to be lodged with the nominated representative from the SANFL.
- b) A player who is over the age of fifteen (15) years and under the age of eighteen (18) years on January 1st in the current year may dual register with a second club in a different Affiliated League via a type two (2) permit on PlayHQ, with the approval of both Leagues. In any particular case, if one of the two leagues does not agree then an application can be brought to an independent panel to determine the issue.
- c) Applications are to be lodged with the nominated representative from the SANFL.
- d) Any permit granted under Regulation 17.8 (b) will apply for junior football only.
- e) Any player granted a permit under Regulation 17.8 (b) shall only represent one (1) club on any given weekend.
- f) In the event of a breach of Regulation 17.8 (d), the Investigation Committee may impose penalties equivalent to those referred to in Regulation 15 (b) on the Player, Affiliated League Club and Affiliated League respectively.

17.9 Playing with Two Clubs

- a) An Affiliated League Club or Affiliated League which has grounds for believing that a player is registered to play football for more than one Affiliated League Club at the same time may report the same to the Investigation Committee through the Secretary of the Affiliated League concerned. Upon receipt of such report the Investigation Committee must notify the Player, Club and Affiliated League concerned of such report, conduct any investigation deemed necessary and may impose any penalty authorised by these Regulations.
- b) Subject to Regulations 17.8 (a) and 17.8 (b) a player who is registered to play football with more than one Affiliated League Club at the same time will be liable to a fine of \$1,000.00 which must be paid to the Affiliated League Club with which the player was first registered and the player must be deregistered by the Affiliated League Club with which he was second registered until he obtains a Clearance from the Club with which he was first registered.
- c) A player who has played in his home clubs “B” grade team the previous week or in his last game for his home club or is not selected in the “B” grade team for that week due to the home club having excess numbers will be able to play for another “B” grade team within the same or a neighbouring Affiliated League via a type two (2) permit if the team has a lack of numbers to field a team. This type of permit is available to be used for the minor round season.



- d) Any type two (2) permits under regulation 17.8 (c) must be approved by all Affiliated Leagues and Clubs involved.

18. Coach Accreditation

- a) A Person must be Accredited to Coach Australian Football at a Club or Controlling Body.
- b) Accreditation must be obtained in accordance with the National accreditation process as amended from time to time.

Part C – Competition Management

19. Clubs Transferring from an Affiliated League to another Affiliated League

- a) An Affiliated League Club which desires to transfer from an Affiliated League to another Affiliated League can do so only with the approval of the Committee upon the recommendation of the Investigation Committee.
- b) An Affiliated League Club which desires to transfer from an Affiliated League to another Affiliated League must do so by written application given to:
 - i) The Secretary of the Affiliated League with which the Club wishes to be affiliated,
 - ii) The Secretary of the Affiliated League with which the Club is currently affiliated, and
 - iii) The Investigation Committee, by no later than October 31st in the year in which the application is made. An application received after that date will not be considered in that year unless there is agreement between the Affiliated League to which the Club wishes to transfer, the Affiliated League from which the Club wishes to transfer and the Investigation Committee.
- c) An application under Regulation 19 (a) must give complete details of the reasons why such transfer is sought and must be investigated by the Investigation Committee which must make a recommendation concerning such transfer within 60 days of its receipt by the Investigation Committee.
- d) The Investigation Committee may, in its discretion, recommend that the transfer of a Club under this Regulation 19 be conditional upon the Club satisfying or making proper arrangements for the payment of any outstanding debt or financial obligation owing by that Club to its Affiliated League.
- e) Upon making its recommendation the Investigation Committee will forward the same to the Committee which must either approve or reject such recommendation within 21 days of receipt of same. The decision of the Committee will be final and binding on all parties.
- f) Except for the approval or rejection of a recommendation of the Investigation Committee under Regulation 19 the Committee will not to make any determination or decision concerning the question as to which Affiliated League a Club forms a part or becomes a member.

20. Disbanded Leagues

- a) If an Affiliated League Club which disbands, is accepted into another Affiliated League, it shall retain as registered players all players who were previously registered with it.
- b) Upon receipt from the member of the Country Zone Committee of a list of registered players of that Club those players shall be automatically registered with that Club in its new Affiliated League.
- c) The Secretary of an Affiliated League which disbands must supply to the Committee a complete list of players registered with all Clubs in that Affiliated League as at the date on which the Affiliated League disbanded.

21. Clubs Merging

- a) Where two or more Affiliated League Clubs merge into one new Club the registered players of the Clubs which have merged shall be deemed to be players of the new Club formed by the merger for the purposes of the Clearance rules and regulations of the Affiliated League of which the new Club becomes a member.

22. Playing Unaffiliated Leagues

- a) A team of an Affiliated League or an Affiliated League Club must not play against a team of an unaffiliated league or club of an unaffiliated league without the approval of the Committee.
- b) A complaint alleging that a team of an Affiliated League or Affiliated League Club has breached under this Regulation 22 must be referred to the Investigation Committee for hearing and determination which hearing and determination must be made within 28 days of the date on which it was referred to the Investigation Committee.
- c) The Investigation Committee may impose a fine not exceeding \$5,000.00 for a breach of this Regulation 22 by an Affiliated League or an Affiliated League Club (or both) which fine must be paid to the SANFL Community Football.

23. Junior Football

- a) Each Affiliated League must ensure that the difference between age limits for the Junior Football Competitions conducted by that Affiliated League is not greater than three (3) years or otherwise in accordance with the National Insurance Scheme age difference as set from time to time. An Affiliated League may make a written request for the obligation in this Regulation 23 (a) to be waived or varied by SANFL Community Football. Any such waiver or variation shall be at the absolute discretion of the SANFL Community Football and in accordance with any National Insurance Scheme requirements.
- b) A breach of Regulation 23 (a) shall be dealt with under to Regulation 27 – Disciplinary.

24. Affiliated League Playing Uniform

- a) Each Affiliated League must ensure that on field apparel is provided by an approved SANFL Community Football supplier.
- b) Each player playing for a senior team of an Affiliated League Club in a match shall wear A guernsey that includes:
 - i) the SANFL Community Football logo positioned on the front bottom left corner and measuring 40 mm in width and 40 mm in height;
 - ii) a sponsor's logo as notified by SANFL Community Football on the front bottom left corner and measuring 120 mm in width and 40 mm in height; and
 - iii) a sponsor's logo as notified by SANFL Community Football on the front left breast measuring 90 mm in width and 70 mm in height.
- iv) Shorts that include:
- v) a sponsor's logo as notified by SANFL Community Football on the front of the left leg measuring 70 mm in width and 40 mm in height; and



- vi) the SANFL Community Football logo on each of the side panels measuring 30 mm in width and 30 mm in height.
- vii) Socks that include the SANFL Community Football logo on the front measuring 30 mm in width and 30 mm in height.
- c) A Player playing for a senior team of an Affiliated League Club must not wear a guernsey, shorts or socks unless they contain the logos and designation required by this Regulation 24 (a).
- d) The SANFL Community Football Committee may waive the requirement for an Affiliated League and its Clubs to comply with all or part of this Regulation 24 following a written request by an Affiliated League. The SANFL Community Football Committee may consider any matter that is deemed to be relevant and may decline or grant a waiver under this Regulation 24 in its absolute discretion or on any condition it considers appropriate.
- e) Each Affiliated League and Affiliated League Club must ensure that all junior apparel does not include the presence of any alcohol brand. For avoidance of doubt, an Affiliated League and Affiliated League Club must not use logos, on clothing or other merchandise that is directed primarily to minors and is associated with an alcohol brand.

(A breach of this Regulation 24 shall be dealt under Regulation 27 – Disciplinary).

25. Online system (player management system)

- a) SANFL Community Football shall from time to time determine an online system to be used by each Affiliated League and Affiliated League club for all Leagues and club administration (the Player Management System).
- b) Each Affiliated League and its Affiliated League clubs must use the online system as notified by SANFL Community Football to the Affiliated Leagues from time to time.
- c) Each Affiliated Club and Affiliated League must observe and comply with all Regulations, the SANFL Constitution and SANFL Regulations regarding management of players via the online system and appropriate forms. Where there is ambiguity over the appropriate process, refer to the appropriate form designated by the Regulations.

26. Approved Player Points System

- a) Each Affiliated League must adopt an Approved Player Points System (“APPS”) by 31 December in each calendar year.
- b) If an Affiliated League wishes to adopt a Player Points System other than the APPS as detailed in Appendix 3:
 - i) It must submit its proposed Player Points System to the Community Football Manager for approval by the Committee by not later than 30 November in the calendar year before the first Season in which it is to apply to that Affiliated League;
 - ii) The proposed Player Points System must be largely based on the Guidelines set out in Appendix 3 to these Regulations as amended or varied by the Committee from time to time or with such variation as the Committee may approve.
- c) An Affiliated League which has adopted an APPS must not alter, amend or vary that System in any way without the approval of the Committee.
- d) If the Committee alters the guidelines in Appendix 3 applicable to an APPS as a consequence of which an approved player points system which has been adopted by an Affiliated League does



not then comply with the guidelines in Appendix 3, then such Affiliated League must alter its APPS so that it complies with the guidelines as altered by the Committee and have such alterations approved by the Committee.

- e) A player of a Club of an Affiliated League must, before being selected to play in the Senior (A Grade) Team of that Club complete and deliver to the Club a declaration in a form approved by the Affiliated League (“the Player Declaration”) which must:
 - i) Include complete details of the previous playing history (including games played at Clubs, numbers of Seasons and games played) of the player;
 - ii) Include an assessment by the player and the Club of the Player Points Rating of the player calculated under the APPS which has been adopted by the Affiliated League;
 - iii) Be signed by both the player and an official of the Club and lodged with the Club and with the Affiliated League.
- f) If a player or official of a Club is found guilty of providing any false or misleading information in the Player Declaration referred to in Regulation 26 (e):
 - i) Such player or official will be liable to penalties including, but not limited to deregistration (in the case of a player) suspension and/or a fine not exceeding \$2,000.00, or such other amount as the Committee may determine from time to time;
 - ii) The Club may be liable to a fine not exceeding \$2,000.00, or such other amount as the Committee may determine from time to time, and/or the loss of premiership points by its Senior (A Grade) Team.
- g) If a team of a Club exceeds the Total Points Rating allocated to it, in any game played by its Senior (A Grade) Team the following penalties will automatically apply:
 - i) The loss of all premiership points, earned for that game, the loss of all points scored by the team in that game, plus a fine of \$1,000.00
- h) Subject to Regulation 26 (i) any allegation of a breach of the provisions of this Regulation 26 will, be heard and determined by the League Independent Tribunal of the Affiliated League.
- i) In addition to any sanctions which may be imposed under Regulations 26 (f), 26 (g) and 26 (h) if any person, Affiliated League or Affiliated League Club contravenes or is in breach of:
 - i) The terms and conditions of the APPS which has been adopted by that Affiliated League; or
 - ii) Any other provision contained in this Regulation 26;

such contravention or breach will be deemed to be a breach of these Regulations and such person, Affiliated League or Affiliated League Club may be charged, dealt with, and be liable to the penalties provided, under Regulation 26.
- j) If a dispute arises concerning any matter relating to an APPS such dispute must be referred to the League Independent Tribunal of the Affiliated League concerned for hearing and determination.

Part D – Discipline

27. Disciplinary

27.1 Each Affiliated League, Affiliated League Club, member of either of the Football Advisory Councils, officer, official or servant of an Affiliated League or Affiliated League Club and player of an Affiliated League Club must:

a) Observe, obey and comply with:

- i) The SANFL Constitution, the SANFL Regulations, the SANFL Community Football Constitution and these Regulations in so far as they apply to such person, Affiliated League or Affiliated League Club; and
- ii) Any decision or direction of or direction made by the Football Commission and/or the Committee; and
- iii) Any agreement to which the SANFL, SANFL Community Football, Affiliated League or Affiliated League Club is a party to the extent that he is legally capable of so doing.

b) Not engage in conduct:

- i) Which is unbecoming, detrimental or prejudicial to the welfare, image, spirit or best interests of Football, the SANFL, an SANFL League Club, the SANFL Community Football, an Affiliated League or Affiliated League Club; or
- ii) Which would cause the SANFL, an SANFL League Club, the SANFL Community Football, an Affiliated League or Affiliated League Club to be in breach of any agreement to which any one of them is a party.

27.2 A charge or report alleging a breach of these Regulations or of the Laws of the Game, other than a charge laid by a Registered Umpire on the day of a Match may be laid by a Director of an Affiliated League, member of either of the Football Advisory Councils, the Chief Executive Officer, SANFL Community Football, the Investigation Committee, or the Integrity Manager.

27.3 A charge laid or a report made under Regulation 27.2 may be made at any time, but in any event, as soon as practicable after the occurrence of the event or conduct, which is the subject of the charge or report is alleged to have occurred.

27.4 A charge or report alleging a breach of these Regulations together with particulars of such charge or report must be delivered to the person or body alleged in such charge or report to have committed the breach, as soon as is practical after receipt of the charge or report and must also inform such person or body of the time and place fixed for hearing of such charge or report.

27.5 Unless otherwise provided in these Regulations a charge or report alleging a breach of these Regulations must be referred to the League Commissioners for hearing and determination.

27.6 Every Officer, Director, Life Member, employee of an Affiliated League or Affiliated League Club, member of, player, Director, Registered Official, officer, servant or agent of an Affiliated League or Affiliated League Club, as the case may be, must attend every meeting, hearing or inquiry of any appeal Tribunal or Commissioner or Tribunal of the SANFL duly constituted by these Regulations to which he has been summoned to attend.



27.7 Whenever a fine has been imposed under these Regulations on an Affiliated League Club, or player, officer, official servant or agent of an Affiliated League Club:

- a) The Affiliated League Club concerned will be responsible for the payment of such fine;
- b) The fine must be paid to the SANFL Community Football within seven (7) days of the SANFL Community Football giving notice to the Affiliated League Club of the imposition of such fine.

27.8 If a person, Affiliated League or Affiliated League Club to whom or which this Regulation 27 applies is found guilty of a breach of the SANFL Constitution, the SANFL Regulations, the SANFL Community Football Constitution, these Regulations or the Laws of the Game, any one or more the following sanctions and penalties may be imposed on that person, Affiliated League or Affiliated League Club;

- a) Censure;
- b) Suspension or disqualification from playing any Football Match, or exercising any official function with the SANFL, an SANFL League Club, the SANFL Community Football, an Affiliated League or Affiliated League Club, or attending any Football Match;
- c) The withdrawal of, or suspension or disqualification from exercising any right or privilege which that person may have or to which he may be entitled by virtue of any office, position or class of membership held in or of the SANFL, an SANFL League Club, an Affiliated League or an Affiliated League Club or otherwise under or by virtue of the SANFL Constitution, the SANFL Regulations, the SANFL Community Football Constitution or these Regulations.
- d) In the case of an Affiliated League Club the reversal of the result of a Match including a Major Round Match and/or the suspension or disqualification of a Team or Teams of an Affiliated League Club and/or the loss of premiership points both retrospective and prospective.
- e) A fine not exceeding \$5,000.00 or such other amount as the Committee may determine.

28. Playing Suspended or Disqualified Players

- a) An Affiliated League Club which knowingly plays a suspended or disqualified player, in any Football Match will, in addition to any other penalty which may be imposed under these Regulations, be liable to a fine of \$2,000.00 for each occasion on which a player so plays.

29. Offences in Inter-League Matches

- a) If an umpire reports a player in any match between teams representing Affiliated Leagues or in a practice match between Clubs of different Affiliated Leagues, any commission, committee tribunal or other authority approved by the Affiliated League in which the player is registered for the hearing and determination of reports or charges laid against players, must hear and determine such charge, notwithstanding that the charge could not otherwise be heard by that authority under the constitution of the Affiliated League in which the player is registered.



30. Appeal to League Commissioners

30.1 Grounds of Appeal

Notwithstanding any Rule or Regulation of any Affiliated League, an Affiliated League Club or SANFL may submit a complaint (the Complainant) to SANFL Community Football in relation to a decision (the decision) in respect of a player, official or spectator who has offended the Rules of Football and said decision is:

- a) With respect to the issue of guilt:
 - i) That there was an error of law; or
 - ii) That the decision was so unreasonable that no Tribunal acting reasonably could have come to that decision having regard to the evidence before it.
- b) With respect to the issue of the penalty:
 - i) That the sanction imposed was manifestly excessive
 - ii) That the classification of the Reportable Offence or Policy or other conduct (as applicable) was manifestly inadequate
 - iii) That the sanction imposed was manifestly inadequate
- c) With respect to the issue of procedural fairness:
 - i) That but for the lack of procedural fairness, the Tribunal or Controlling Body would have not reached such a decision.

30.2 Notice of Appeal

An appeal must be directed to the SANFL Community Football, and the complaint must be:

- a) In writing addressed to SANFL Community Football and copied to the Clubs Affiliated League
- b) Submitted by the Complainant within a period of 7 days after the Decision or failure to charge after the offence was committed.
- c) Set out the facts in respect of the complaint on one or more of the following grounds (completed in the format outlined in Appendix 8 – Notice of Appeal):
 - i) The decision involved an error of law; or
 - ii) The decision was so unreasonable that no Tribunal acting reasonably could have come to that decision having regard to the evidence before it; or
 - iii) The classification of the Reportable Offence or Policy Breach or other conduct (as applicable) was manifestly inadequate; or
 - iv) That the sanction imposed was manifestly inadequate.
- d) Accompanied by the sum of \$1000.00 payable to SANFL towards the costs of reviewing the Complaint.



30.3 Appeal Process

- a) SANFL Community Football will refer the Complaint to the Integrity Manager who will investigate all matters relating to the Complaint.
- b) Within 14 days of the Complaint the Integrity Manager shall report his findings to SANFL Community Football provided however that if the Integrity Manger reasonably requires additional time to complete the investigation, SANFL Community Football shall grant an additional 7 days for the investigation to be completed.
- c) SANFL Community Football shall decide within 7 days of receipt of the Integrity Managers report if there are grounds for an Appeal and notify the Complainant of their determination in writing.
- d) Where it is determined that there are adequate grounds for Appeal, SANFL will require that the Complainant pay the sum of \$500.00 to SANFL towards the costs of the appeal within 2 days of such notification. This sum may be repaid if the Appeal is successful and if so, directed by the SANFL Tribunal.
- e) Upon payment of the amount of \$500.00 by the Club, SANFL Community Football must fix a date, time and place/forum (including by video or telephone conferencing) for the Appeal hearing as soon as practicable and advise all interested parties of the particulars of the Tribunal.
- f) SANFL Community Football must also provide all interested parties with:
 - i) The written report conducted by the Integrity Manager
 - ii) Any Statements obtained by the Integrity Manager
 - iii) A written report of the proceedings from the Affiliated League Tribunal (if any)
 - iv) The notice and grounds of appeal (provided for by the Complainant)
 - v) Copies of all photography, video recordings, drawings, diagrams and other documents in which he complainant wishes to rely upon at the hearing of the appeal by the League Commissioners.

30.4 Representation

- a) At the Appeal hearing the complainant must:
 - i) appear in person; and/or
 - ii) be represented by
 - (1) a Club Officer; or
 - (2) a barrister or solicitor
- b) Where a complainant is under the age of eighteen (18) years at the time of the Appeal hearing:
 - i) The complainant must be represented under Section 30.4 (a) (ii) (and such representative must not be a parent or guardian of the Appellant); and
 - ii) A parent or guardian of the complainant may attend the Appeal hearing in place of or in support of the complainant.



- c) In addition to the attendees referred to in Regulation 30.4 (a), subject to any direction by the SANFL Tribunal the offending player or official must:
 - i) Appear in person; and/or
 - ii) be represented by
 - (1) a Club Officer; or
 - (2) a barrister of solicitor
- d) If a complainant or offending player or official and/or their respective representative(s), fail to appear at an Appeal hearing at the notified date, time and place/forum, the SANFL Tribunal may proceed to hear and determine the matter and impose any sanction in the absence of that the complaint, offending player or their respective representative(s).

30.5 Attendance at Appeal Hearing

- a) Subject to Regulation 30.4, a complainant, and their personal representative, must attend an Appeal hearing at the date, time and place/forum (including by video or telephone conferencing) fixed by SANFL Community Football.
- b) Any Football Official, Player, parent, or guardian of a Player must appear before the Appeal Board if requested to do so by SANFL Community Football or the SANFL Tribunal.
- c) In respect of an Appeal Hearing:
 - i) The SANFL Tribunal may excuse a complainant from appearing at an Appeal hearing if the SANFL Tribunal is satisfied that the Complainant is suffering from an injury or medical condition that will reasonably prevent that Complaints attendance;
 - ii) Any complainant, including the complainant's representative, who wishes to attend an Appeal hearing via video or telephone must first seek prior approval from SANFL Community Football (except where video or telephone conferencing is the forum fixed by SANFL Community Football); and
 - iii) SANFL Community Football or SANFL Tribunal may, at any time prior to the Appeal hearing, vary the date, time or place/forum of the Appeal hearing and upon doing so, must advise all interested parties of such variation.
- i) hearing and upon doing so, must advise all interested parties of such variation.

30.6 General Conduct of Appeal Hearing

- a) The SANFL Tribunal may regulate any proceeding brought before it in such manner at the SANFL Tribunal determines; and
- b) Is not bound by the rules of evidence or by practices and procedures applicable to a court of law and may inform itself as to any matter in such manner as it determines.
- c) The SANFL Tribunal must:
 - i) Provide any person whose interest will be directly and adversely affected by its decision, a reasonable opportunity to be heard;
 - ii) Hear and determine the matter before it in an unbiased manner; and

- iii) Make a decision that a reasonable Tribunal could honestly arrive at.
- d) The SANFL Tribunal will use reasonable endeavors to hear and determine any appeal before the Club of the complainant is next scheduled to compete but to the extent that natural justice principles require that:
 - i) All parties be given adequate notice of or sufficient time to prepare for a hearing.

30.7 Review of Evidence by SANFL Tribunal

- a) The SANFL Tribunal must hear an appeal by way of a review of the evidence presented before the Tribunal (as applicable) and will determine whether the Appeal Ground(s) nominated by the Complainant have been established.
- b) A Complainant may not produce fresh evidence at an Appeal hearing without leave of the SANFL Tribunal.
- c) If a Complainant seeks leave to produce fresh evidence, the SANFL Tribunal will not grant such leave unless the SANFL Tribunal is satisfied that:
 - i) The evidence could not by reasonable diligence have been obtained by the Person prior to the conclusion of the Appeal hearing; and
 - ii) The evidence is of sufficient probative value such that, considered with other evidence, which was before the Tribunal, the Tribunal would have reached a different decision.

30.8 Onus and Standard of Proof on Appeal

- a) At an Appeal hearing, the Complainant will bear the onus of establishing, on the balance of probabilities, one or more Appeal Grounds.

30.9 Outcomes

- a) Decision of SANFL Tribunal
 - i) A decision of the SANFL Tribunal must be determined according to the opinion of a majority of the sitting Appeal hearing. Where no majority is reached, the decision of the SANFL Tribunal must be determined according to the opinion of the Chairperson.
 - ii) Where the SANFL Tribunal determines that one or more Appeal Grounds has been established, the SANFL Tribunal may confirm, reverse or modify the decision of the original Tribunal or Controlling Bodies decision and make such orders and give such directions in such manner as it determines provided that any suspension imposed must be expressed in Matches.
 - iii) The SANFL Tribunal is not obliged to give reasons for any decision it makes under this Regulation.
- b) Where the SANFL Tribunal imposes a sanction on a Person that prevents the Person from participating in a Match, the Person must serve that sanction.
- c) Power to adjourn
 - i) The SANFL Tribunal may, of its own motion or upon application of any party to the appeal, order that an appeal be adjourned; and/or

- ii) In making an order to adjourn, the SANFL Tribunal must have regard to
 - (1) The merits of the appeal and the complainants' prospects of success;
 - (2) The interests of other Clubs and Person;
 - (3) The effect on the results of the relevant Competition; and
 - (4) The need to permit the due and proper administration of Australian Football.

30.10 Costs

- a) The SANFL must in addition to the matters referred to in Regulation 30.3 forward to the Affiliated Clubs, Affiliated League, and the offending player a copy of all related materials.
- b) A person who is subject to and/or bound by these Regulations must exercise his/her right of Appeal under this Regulation 28 and have any Appeal heard and determined by the SANFL Commissioners before commencing any proceedings or becoming a party to any proceedings in a court of law. If proceedings are commenced in a court of law the person or club instigating the appeal must meet their own legal costs as well as those incurred by the league.

30.12 Validity of Appeal and Hearing

- a) Where there is any procedural irregularity in relation to an Appeal hearing, the SANFL Tribunal must still hear and determine the appeal unless the SANFL Tribunal is of the opinion that the irregularity has caused or will cause significant injustice.
- b) A decision of the SANFL Tribunal is not invalid because of a defect or irregularity in, or in connection with, the appointment of the SANFL Tribunal.
- c) Any procedure or requirement regulating the function of the SANFL Tribunal is directory in nature and a decision of the SANFL Tribunal is not invalid by reason of that procedure or requirement not being fulfilled.

30.13 Criticism of SANFL Tribunal Decision

- a) A person must not make any unfair, unreasonable, or excessive public criticism of a SANFL Tribunal decision or of any SANFL Tribunal member or any other matter relevant to the SANFL Tribunal or a determination made by it.
- b) If a person breaches Regulation 30.13 (a), that Person's Club may be dealt with in such manner as the SANFL Tribunal or SANFL Community Football sees fit including referral of such breach to the SANFL Tribunal.

Appendix 1 – Adopted Policies

The following policies (as amended from time to time) are adopted as part of these Regulations and its terms are deemed terms of this Community Football Regulation.

1. Australian Laws of the Game

The [Laws of the Game](#) are adopted as part of these Regulations and its terms are deemed terms of these Regulations.

2. National Community Football Policy Handbook

The [National Community Football Policy Handbook](#) are adopted as part of these Regulations and its terms are deemed terms of these Regulations. The National Community Football Policy Handbook is intended to address any inconsistency between these Regulations and the policies outlined in National Community Policy Handbook's. Where the Community Football Regulations relate to a specific regulation in the National Community Football Policy Handbook, the Community Football Regulations will prevail to the extent of the inconsistency. Where the Community Football Regulations fall silent, the National Community Football Policy will apply.

Specific, Policies that will apply from the National Community Policy Handbook (as amended from time to time) include:

2.1 Part B – Eligibility & Registration

- Age Dispensation (Section 4)
- Coach Accreditation (Section 5)
- Umpire Accreditation (Section 6)
- Deregistration Policy (Section 7)
- Gender Diversity (participation of transgender and non-binary people)

2.2 Part C – Member Protection & Integrity:

- Member Protection Policy (Section 9) – to be read in conjunction with any relevant SANFL Member Protection Policy and/or Procedure
- Vilification and Discrimination Policy (Section 10)
- Safeguarding Children and Young People (Section 11)
- Social Media Policy (Section 12)
- Gambling and match fixing (Section 13)
- Respect and Responsibility (Section 14)
- Anti-Doping (Section 15)

2.3 Part D – Health and Safety

- Injury Management Policy (Section 16)
- Protective Equipment (Section 17)
- Extreme Weather (Section 18)
- Concussion (Section 19)
- Pregnant Players (Section 20)
- Infectious diseases and active bleeding (Section 21)

2.4 Policy Handbook Appendix

- Reportable Offences (Appendix 1)
- Example of Reportable Offences (Appendix 2)
- Categories of Protective Equipment (Appendix 11)

Appendix 2 – Total Player Payments

1. Purpose of the Total Player Payments

To encourage clubs to develop and retain local players, minimise player movement and ensure player payments to be paid each match are at sustainable levels. Any recruiting required should be conducted in accordance with and within the spirit and intent of these regulations and the best interests of Australian Football.

2. Objects of the Total Player Payments

The objects of the Total Player Payments are as follows:

- a) Encourage the development and retention of local players.
- b) Encourage the recruitment of ex local players.
- c) Encourage the loyalty of recruited players.
- d) Assist in the equalisation of competitions.
- e) Ensure player payments are at sustainable levels.
- f) Encourage Clubs to develop and promote the game in their local community.

3. Committee to Determine Total Player Payments Limit

- a) The Committee must determine the maximum Total Player Payments to be paid each Match in each Financial Year. For the purpose of this Regulation, the expression “Total Player Payments each Match” means the maximum amount, which an Affiliated League Club may pay or provide to its Players by way of Football Payments each Match in a Financial Year and unless determined otherwise by the Committee, the Total Player Payments for each Match (including Minor Round and Major Round) that an Affiliated League Club participates in during:
 - i) In the 2016 Financial Year is four thousand dollars (\$4,000.00) each match;
 - ii) in the 2017 Financial Year and onwards is three thousand five hundred dollars (\$3,500.00) each Match;
 - iii) in the 2020 Financial Year and onwards the limit is zero (\$0.00) each Match;
 - iv) in the 2021 Financial Year and onwards the limit is two thousand five hundred dollars (\$2,500.00) each Match.
 - v) in the 2024 and onwards the limit is three thousand two hundred and seventy-five dollars (\$3,275.00) each match.

[Note: Penalty as set out in 9 (a)]

- vi) Any Player may be paid not more \$650.00 for a Match.

[Note: Penalty as set out in 9 (b)]

- b) Where the Total Player Payments limit is not reached for each Match in which an Affiliated League Club participates, any amount under the limit for each Match that remains unpaid by a Club cannot be accrued during a Season.

(The Committee must set a maximum Total Player Payments limit for all Leagues. Unless decided otherwise the maximum Total Player Payment is \$3,275.00 per Match from 2023 onwards with a limit of \$650.00 for a Player.)

4. Football Payments and Guidelines

- a) **The Committee may issue Guidelines.**

The Committee may from time to time issue guidelines concerning the Total Player Payments and the value to be placed on any Football Payment.

- b) **Football Payments**

The value of all or any part of any Remuneration paid or provided to a Player in a Financial Year under any contract, agreement, arrangement or understanding between an Affiliated League Club or any person or entity directly or indirectly associated with an Affiliated League Club (including without limitation any sponsor, supporter or supporter group of that Affiliated League Club) and a Player which relates to or is consideration for the playing of football or for the provision of support services by that Player to the Club or for any team of that Affiliated League Club in any Match, is or will be deemed to be a Football Payment for the purpose of these Regulations.

(All payments made or promised to be made to a Player between the 1st November up to and including 31st October in any 12 months.)

(Relates to cash, goods, services or benefit in any form and including any payments made to a Club by a sponsor, Supporter Group etc and passed on to a player).

4.1 Deemed Football Payment

Without in any way limiting Clause 4 (b) the following payments paid to a Player by an Affiliated League Club or by an Associate of a Club or any supporter, supporter group of or any person or entity associated directly or indirectly with that Affiliated League Club are or are deemed to be or not to be (where specified) Football Payments as the case may be and as set out hereunder;

(What are regarded as Football Payments for the purpose of the Total Player Payments).

- a) **Payments Made Under Contract**

All payments made to a Player by an Affiliated League Club under any contract of service which a Player may have with an Affiliated League Club which relate to or which are consideration for the playing of Football by that Player for any team of that Affiliated League Club in any minor round Match.

(Payments made to a player who has a contract with his Club).

- b) **Match Payments**

All payments made to a Player by an Affiliated League Club arising out of the selection of a Player in which an A Grade or B Grade team of that Affiliated League Club is participant including without limitation payments made for Minor Round and Major Round Matches won and lost and all other bonus or incentive cash payments.

(A payment to a player, whether contracted or not, who plays an A Grade or B Grade game with his Club during the minor and major rounds of a season.)



c) **Board and Rent Subsidies**

Payments made, given or provided to or for the benefit of a Player by way of accommodation expenses, rental, rental subsidy or rental discount.

(All board and rent subsidies to be included.)

d) **Best and Fairest Payments**

The value of payments or benefits made or given in cash or kind to Players for post season Club Awards.

(Cost of medals or trophies not included, but any cash or kind accompanying the medal or trophy must be included in the Total Player Payments.)

e) **After Match Awards**

After Match Awards may only be in the form of vouchers and to a maximum of \$200 in respect of each Round of Matches, including Minor Round and Major Round and shall not be deemed to be Football payments. Any cash awards or vouchers totalling more than \$200 will be deemed a Football Payment.

[Note: Penalty as set out in 9 (c)]

f) **In Kind Meals & Apparel**

Payments or benefits given to Players of lower grades or Junior grade matches as After Match Awards, club apparel given to any Player, or the costs of in-kind meals up to a value of \$50.00 per Match to any Player shall not be deemed to be Football Payments.

4.2 Coaching Payment

- a) Any Senior Coach shall receive not more than twenty thousand dollars (\$20,000) for the coaching services of the Senior team in a financial year.
- b) Any Senior Coach that receives payment for playing services in respect of any Match in which he plays that exceeds the \$20,000 coach fee limit shall be included as a Football Payment. Any Football Payment made to a Senior Coach must comply with clause 3 (a) (vi).
- c) Any Senior Coach that receives payment for coaching services of the senior team must enter into a Contract with the Affiliated League Club as required under clause 5 (i).
- d) A player may be paid up to \$1,000 per annum for providing the Head Coaching service to any grade, other than the A Grade.
- e) Notwithstanding clause 4.2 (d). All Remuneration paid to a Player who is also performing any other coaching role with a team of a Club, other than the Senior coach, will be deemed to be a Football Payment.

[Note: Penalty as set out in 9 (d)]

4.3 FBT

All Fringe Benefits Tax payable by a Club in respect of any Football Payment.

(Should the Club be liable for any FBT payment in respect of any benefit paid to a player, then that amount is to be included in the Total Player Payments.)

4.4 Superannuation

The Superannuation guarantee charge paid by a Club on behalf of or for the benefit of a Player will not be deemed a Football Payment. Any amount paid above the statutory superannuation guarantee charge will be deemed to be a Football Payment.

(Any payment or contribution made in compliance with the super guarantee charge to a Superannuation Fund on behalf of a Player is not to be included in the Total Player Payments. Any amount paid above the super guarantee charge will be deemed a Football Payment).

4.5 Travel

No travel payments can be made where a player travels less than 100 km round trip to their playing Club.

Travel Payments can be paid at a rate of \$0.85 per kilometre for each kilometre travelled in excess of 100 km round trip from the Player's residence to and from their playing Club to a maximum amount of \$500.00 per Player for each Match.

If travel is over \$500 for an individual player, then the difference between \$500 and the higher amount must be included in the players individual payment and the weekly cap of \$3,275.

The calculation of travelling distance will be determined by the 'Cents per kilometre method' prescribed by the ATO on their website <https://www.ato.gov.au/> or any other distance calculator notified by the Committee from time to time.

Each Affiliated League Club must nominate its Home Ground to be used for the purposes of any calculation under this Clause 4.5.

If a Player resides within 20kms of the Adelaide GPO then for the purposes of any calculation under this Clause 4.5, the Player's residence shall be deemed to be the Adelaide GPO.

[Note: Penalty as set out in 9 (e)]

4.6 Travel-Flights

Total Player Payments relief will apply to Clubs for airfares for travel to play in Matches provided that such relief is limited to \$500.00 per Player per Match.

The Affiliated League Club must maintain records of all airfares purchased on behalf of a Player or for which a Player has been reimbursed.

If a Club claims relief under this Clause 4.6 then no amount may be claimed under Regulation 4.5 in respect of that same Player for the relevant Match.

If travel is over \$500 for an individual player, then the difference between \$500 and the higher amount must be included in the players individual payment and the weekly cap of \$3,275.

[Note: Penalty as set out in 9 (f)]

4.7 Employment and Services Actually Rendered

- a) Where a Player is employed or provides services to a Club whether under a Player Contract, Employment Contract, or otherwise and the Player is paid an amount which in the reasonable opinion of the Integrity & Compliance Manager and the PPIC is in excess of the market value of the Player's services or where a Player does not provide services consistent with the normal terms and conditions of such employment, the amount by which the payment is in excess of the market value of those services or the whole of the payment as the case may be, will be deemed to be a Football Payment.

- b) Payments of an amount below or up to \$5,000 made under Clause 4.7 (a) must be documented in a formal contract or agreement and submitted to the Integrity and Compliance Manager for approval prior to any payment made to a player. Any payments of an amount above \$5,000 must be documented in a formal contract or agreement and submitted to the PPIC through the Integrity & Compliance Manager for approval prior to any payment made to a player.

[Note: Penalty as set out in 9 (g)]

4.8 Payments made to Players selected for Representative Football

Remuneration having a total value of \$500.00 for Association Representation, \$500.00 for Zone Representation and \$1,000.00 for State Representation or less paid to a Player will not be a Football Payment. The amount of any Remuneration paid to such Player in excess is prohibited and will be deemed to be a Football Payment.

[Note: Penalty as set out in 9 (h)]

4.9 Milestone Payments

Milestone Payments for the purpose of this Clause 4.9 means a payment to be paid to a Player upon the Player playing his 100th A Grade game with the Club and every 100 A Grade games played with the Club thereafter.

Remuneration paid to a Player on his achieving milestone games which have been agreed with the Club and exceed \$200.00 will be deemed to be a Football Payment PROVIDED HOWEVER the Player and Club may accrue a Milestone Payment in the following Milestone Game to any future Milestone Game.

[Note: Penalty as set out in 9 (i)]

4.10 Football Payments not to exceed Total Player Payments

Subject to any guidelines which may be issued by the Committee from time to time or in any particular case, neither an Affiliated League Club, Associate of a Club nor any person or entity directly or indirectly associated with an Affiliated League Club (including without limitation any supporter or supporter group of that Affiliated League Club) in any Financial Year shall give to or apply for the benefit of, or offer to give to or apply for the benefit of a Player any Football Payments or cause to offer to cause any Football Payments given to or applied for the benefit of all Players of the Affiliated League Club whether given or applied by the Affiliated League Club or by some other person or entity, which in total would exceed the Total Player Payments for that Affiliated League Club for that Financial Year, or a particular Match where the Total Player Payments is expressed as a limit for each Match, in which an Affiliated League Club participates. For the purposes of determining whether a Club has paid, given or applied any Football Payments in accordance with this Player Payment Appendix 2 in any Season it will be deemed that the maximum value of Football Payments which may be given or applied to a Player under any contract agreement or understanding has been so given or applied.

4.11 Prohibition of “Up Front” Payments

- a) **Affiliated Clubs not to make “Up Front” Payments**

An Affiliated League Club or an Associate of the Club, any person or entity directly or indirectly associated with an Affiliated League Club (including without limitation any supporter or supporter group of that Affiliated League Club) may not give to or apply for the benefit of, or offer to give to or apply for the benefit of a Player any Football Payment that is a lump sum payment in consideration for the Player entering into a contract, agreement, arrangement or understanding between the Affiliated League Club and the Player for the playing of Football by that Player for any team of the Affiliated League Club.

(Clubs must not pay “Sign On” fees to Players).

[Note: Penalty as set out in 9 (j)]

b) Player Receiving Up Front Payment Prohibition

A Player shall not receive a payment from an Affiliated League Club or an Associate of the Club or any person or entity directly or indirectly associated with an Affiliated League Club (including without limitation any supporter or supporter group of that Affiliated League Club) in respect of an offer or benefit that is a lump sum payment in consideration for the Player entering into a contract, agreement, arrangement or understanding between the Affiliated League Club and the Player for the playing of Football by that Player for any team of the Affiliated League Club whether such payment is made prior to the application for registration by the Player to play for the Club or at the conclusion of players contract to play with the Club.

(Players must not receive “Sign On” fee to play).

[Note: Penalty as set out in 9 (k)]

c) Other Up Front Payments Prohibited

In addition to the payment specified in clause 4.11 (a) and 4.11 (b) any payment received or paid to a Player in consideration of the Player playing Football prior to the first round of Matches or after the final Match of the Club for that Season (other than those payments that are permitted under this 4.11 (c) is prohibited.

[Note: Penalty as set out in 9 (l)]

5. Details of Player Contracts and Football Payments to be lodged

For the purpose of ensuring compliance with this Appendix 2, each Affiliated League Club must complete and lodge with the Zone Registrar;

a) By 31 March in each calendar year a Memorandum which sets out:

full details of all Football Payments promised or which are to be given or applied by that Club to or for the benefit:

- For that Affiliated League Club for that Financial Year, or a particular of Players of that Club during the then current Financial Year.
- **Full** details of all coaching fees promised or which are to be given or applied by that Club to or for the benefit of the coaches of that Club during the then current financial year.

(Each Club is to lodge with the Zone Registrar the full details of all payments/benefits which have been or will be made to A Grade and B Grade players and coaches of that Club during the current Financial Year. This return to be lodged by 31 March each year.)

b) By 31 October in each calendar year a Memorandum which sets out:

- **full** details of all Football Payments which have been made to or which have been applied by that Club to or for the benefit of Players of that Club during the Financial year ending on 31 October in that calendar year.
- full details of all coaching fees which have been made to or which have been applied by that Club to or for the benefit of the coaches of that Club for the Financial Year ending on 31 October in that calendar year.

(Each Club is to lodge with the Zone Registrar the full details of all payments/benefits which have been made to A Grade and B Grade Players and coaches during the Financial Year ending on October 31 in that calendar year.)

- c) **At any time between 31 March and 31 October, in any Financial Year, if so requested by the Integrity & Compliance Manager the Club shall within seven (7) days of the request provide a Memorandum which sets out:**

- **full details of all Football Payments which have been made to or which have been applied by that Club to or for the benefit of Players of that Club during the current Financial Year for the period up to the date of the request.**
- **full details of all coaching fees which have been made to or which have been applied by that Club to or for the benefit of the coaches of that Club during the current Financial Year for the period up to the date of this request.**

- d) The Memorandum required to be lodged under Clause 5 (a) and Clause 5 (b) must be in the form prescribed by SANFL respectively to these Regulations or with such variations to them as the Committee may require.

- e) **Club Statement -Football Payments**

When the Memorandum required under Clause 5 (b), is lodged it must be accompanied by a Club Statement made by the President or the Secretary of the Club lodging the Memorandum and signed by two persons being either the President, the Secretary and/or the Treasurer. This Club Statement will be in the form of and contain the information required in the Form prescribed by SANFL.

- f) **Affiliated League Clubs to Provide Audited Statement**

An Affiliated League Club must, within 30 days of receiving a written notice from the PPIC or the Zone Registrar to do so, provide to the PPIC and/or to the Zone Registrar as the case may be a statement, certified as being true and correct by a duly qualified auditor, of all Football Payments (including Deemed Football Payments) provided or agreed to be provided to all Players of that Affiliated League Club during the Financial Year or Years in respect of which that notice is given.

(A Club must provide the PPIC and/or the Zone Registrar an Audited Statement of all Football Payments made to Players within 30 days of being requested to do so).

- g) **Auditors may Inspect Books**

An Affiliated League Club must permit the Integrity & Compliance Manager or a person appointed by the PPIC or by the Zone Registrar to have full and free access to all books, documents and other papers of that Affiliated League Club or any person or entity controlled by that Affiliated League Club which that person believes may be relevant to any matter relating to the Total Player Payments or any Football Payments (including Deemed Football Payments).

(A Club must allow the Integrity & Compliance Manager or a person appointed by the PPIC or the Zone Registrar to have full and free access to all books relevant to matters of the Total Player Payments.)

- h) **Player to enter in Contract**

Any Player (including any Player that also provides coaching services) that is to receive any payment, benefit or allowance that is a Football Payment or payment or reimbursement for travel under Clause 4.5 or 0 ("Travel Payment") exceeding \$100.00 per Match must, prior to receiving any such Football Payment or Travel Payment, enter into a contract with the Affiliated League Club. Each contract must be in the form of the Player Declaration set out in Appendix 6 to these Regulations.

- i) **Coach to enter into Contract**

Any Coach (including any Player that also provides coaching services) that is to receive any payment, benefit or allowance that is a Coaching Payment must, prior to receiving any such Coaching Payment, enter into a contract with the Affiliated League Club. Each contract must be in the form of the Player or Coach Declaration set out in Appendix 6 and 7 to this Appendix.

j) Player and Coach to sign Statutory Declaration

Any Player or Coach (including any Player that also provides coaching services) that is to receive any payment, benefit or allowance that requires any player or coach to enter into a contract per Clause 5 (i) & (j), with an Affiliated League Club must also sign and submit a Statutory Declaration, declaring that the terms and conditions agreed to in the Coach or Player Declaration are a true and accurate representation of the agreement between the named parties.

k) Clubs to lodge Contract

- i. A Club must lodge with the Zone Registrar a copy of each and every Contract that it has entered into with a Player by the later of the day that is seven (7) days after the date on which the Contract is signed by the last of the parties to it or the day prior to the first Minor Round Match in the relevant Season.

[Note: Penalty for breach of Clause 5 as set out in 9 (k)]

l) Zone Registrar

SANFL must from time to time appoint a Zone Registrar who has and may exercise such powers as detailed in these Clause or as may from time to time be delegated to him by that Zone. The Zone Registrar must not be an officer, or employee of an Affiliated League or an Affiliated League Club of that Zone unless the relevant Zone includes more than fifty (50) Affiliated League Clubs in which case the Zone Registrar may be an employee of an Affiliated League.

(SANFL must appoint an independent Zone Registrar.)

6. SANFL Community Football Player Payment Investigation Committee ("PPIC")

- a) The Committee must from time to time appoint an PPIC that has and may exercise such powers as detailed in these Regulations or as may from time to time be delegated to it by the Committee. The PPIC shall be comprised of not less than three (3) persons determined by the Committee provided that no member of the committee may be an officer or employee of an Affiliated League Club.
- b) The PPIC is empowered:
 - i) To investigate:
 - such matters as may be referred to it by the Committee;
 - such matters which it may of its own volition decide to investigate;
 - refer such matters to the Integrity Manager to Investigate
 - concerning the compliance by Affiliated League Clubs, Associates of Affiliated League Clubs, Officials of Affiliated League Clubs, Players and Associates of Players, with this Appendix 2.
 - ii) To exercise such other powers as may be conferred on it by the Committee from time to time.
 - iii) The PPIC may, without limitation, exercise any power conferred on it whether by this Player Payment Appendix 2 or otherwise at such time or times and in such manner as it may decide, and may in the exercise of such power investigate any matter concerning compliance with this Player Payment Appendix 2 or at random without cause, or suspicion of any breach of this Player Payment Appendix 2.
 - iv) If after conducting an investigation the PPIC forms the opinion that any person or Affiliated League Club has or may have engaged in conduct in breach of any of the provisions of this Player Payment Appendix 2 the PPIC may lay a charge against the person or the Affiliated League Club.

6.1 Clubs to do all things necessary to assist Zone Registrar and PPIC

a) Full and Free Access

Each Affiliated League Club must permit the Zone Registrar and PPIC to have full and free access to such books, documents and other papers of that Affiliated League Club or any person or entity controlled by or associated with that Affiliated League Club as the Zone Registrar or PPIC believes may be relevant to any enquiries which he may make.

(The Zone Registrar shall have access to the books of the Clubs to carry out enquiries relevant to the Total Player Payments.)

b) Copies

Upon being so requested, an Affiliated League Club and/or a Player must provide the PPIC with true copies of such books, documents or other papers in the possession of or under the control of the Affiliated League Club or any person or entity controlled by the Affiliated League Club or the Player, as the case may be or such other information and answer such questions as the PPIC deems appropriate and relevant to any enquiries made during the investigation process.

(True copies of any books, documents etc are to be made available to the Zone Registrar or PPIC by the Club if requested.)

[Note: Penalty for breach of Clause 6 set out in 9 (I)]

6.2 Payments by Sponsors, Supporters and other

a) Each Affiliated League Club must provide to the Zone Registrar full and complete details of all payments made:

- i) by or on behalf of or for the benefit of the Affiliated League Club to any Player or otherwise for the benefit of any Player;
- ii) to any Players by sponsors, supporters (including supporter groups) or any person or entity associated directly or indirectly with the Club.

[Note: Penalty for breach as set out in 9 (I)]

6.3 Payments to be included if explanation unsatisfactory

- a) The Zone Registrar or PPIC may seek an explanation from an Affiliated League Club as to the nature of any payments made or benefit provided to a Player by the person or entity associated directly or indirectly with that Affiliated League Club. In the event that the Affiliated League Club fails to explain the payment or benefit provided to the satisfaction of the Zone Registrar he may deem such payment or benefit to be a Football Payment to the Player for the purposes of these Regulations.
- b) Upon the Zone Registrar advising that Affiliated League that he has deemed any payment or benefit to be a Football Payment, that payment or benefit will be a Football Payment for all purposes of this Player Payment Appendix 2.

(If a Club fails to explain to the Zone Registrar what a payment or benefit being made to a player is then the value of the payment or benefit will be included in the Total Player Payments.)

6.4 Zone Registrar to report to Affiliated League

- a) The Zone Registrar will report directly to each Affiliated League in the Zone for which he is appointed. He must not at any time divulge any information obtained by him in the course of his enquiries other than to the relevant Affiliated League except where he may be compelled to do so by order of a Court or Tribunal of competent jurisdiction.
- b) An Affiliated League may request, and the Zone Registrar must provide, any playing Contract that has been lodged with the Zone Registrar by an Affiliated League Club that participates in its competitions.

6.5 Zone Registrar to report to PPIC

- a) The Zone Registrar will report directly to the PPIC. The Zone Registrar must refer any concern that the Zone Registrar has that a breach of this Appendix 2 has occurred. The Zone Registrar must divulge any information obtained by him in the conduct of his role to the PPIC.

6.6 No Breach of Statute

- a) Each of the powers, requirements and obligations set out in this Appendix are to be read and construed so as to not infringe or breach any Statute or law and shall be limited or severed to the extent that any Statute or law requires. Nothing in this Appendix 2 shall or be deemed to:
 - i) directly or indirectly require a person to quote that person's tax file number;
 - ii) directly or indirectly require the production of a document or copy of a document on which a tax file number is recorded without allowing the person to whom the tax file number belongs the right to remove that number if he or she so wishes;
 - iii) directly or indirectly require a person to quote another person's tax file number;
 - iv) directly or indirectly require, authorise or permit a person to divulge or communicate another person's tax file number to a third party;
 - v) directly or indirectly require a person to make a record of any taxation information relating to another person or divulge or communicate to another person any taxation information relating to a third person or otherwise made use of any taxation information relating to a third person or otherwise make use of any taxation information relating to another person where such information was disclosed or obtained in breach of a provision of the taxation law;
 - vi) Directly or indirectly require any act, matter or thing which constitutes an offence under the *Taxation Administration Act 1953* and any amendment thereto and/or the *Privacy Act 1988*.

7. Breach of Player Payment (Appendix 2)

PPIC to Investigate alleged Breach of Player Payments (Appendix 2)

- a) Any breach of this Player Payment Appendix 2 by a Club, Player, Official or Person may be investigated by Integrity & Compliance Manager.
- b) As soon as practical, the Integrity & Compliance Manager shall investigate the matter and report, in writing, to the PPIC.
- c) For the purpose of conducting an investigation under this Regulation, a Person shall upon request by the Integrity & Compliance Manager:
 - i. fully cooperate with the Integrity & Compliance Manager;
 - ii. truthfully answer any questions asked by the Integrity & Compliance Manager; and
 - iii. provide any document, computer image, record, data in that Person's possession or control requested by the Integrity & Compliance Manager and as required pursuant to Clause 6.1

- d) A Person who fails to observe and comply with Clause 7 (c) or who provides any information or acts in a manner which is in respect false or misleading or likely to mislead shall be deemed to have been involved in conduct which is unbecoming or prejudicial to the interests of the SANFL and shall be liable to a sanction or penalty as set out in Clause 9 (o) and 9 (p).
- e) If after considering the report of the Integrity & Compliance Manager the PPIC determines that a Person has been involved in a breach of Player Payment Appendix 2 the PPIC shall:
 - i. charge that Person by completing a Notice of Charge in the form prescribed in the Schedule;
 - ii. lodge the Notice of Charge with the Committee;
 - iii. provide a copy of the Notice of Charge to the Person.
- f) The Committee shall consider the Charge and the report from the PPIC and the Integrity & Compliance Manager and advise the Person of the sanction or penalty to be imposed in respect of the offence for which the Person is charged.
- g) The Person charged may elect to plead guilty to the breach by lodging with the Committee a Notice accepting a plea of guilty to the Charge and accepting the sanction or penalty.

7.1 Salary Cap Commissioner (“SCC”) to Hear and Determine Alleged Breach of Appendix 2

If the Person charged does not elect to accept a guilty plea, sanction or penalty in respect of the Charge, the Committee will refer the hearing of the alleged breach to the Salary Cap Commissioner (“SCC”) appointed pursuant to Rule 18.26A of the SANFL Regulations who shall hear and determine the alleged breach in accordance with the procedures and rules contained in this Clause 8.

8. Procedure and Rules relating to Hearing of a Charge alleging a breach of Player Payments Appendix 2.

The following Procedure and Rules must be adopted and applied in relation to the hearing and determination of a charge made against an Affiliated League Club or a Player or Person alleging a breach of this Appendix:

a) Notice of a Charge and Hearing

Where a Charge is laid alleging a breach of Appendix 2 the General Manager must give notice of the charge to each person or Affiliated League Club charged. The General Manager must then fix a time, date and place of the hearing of the charge by the SCC and inform each person and/or Affiliated League Club charged of those particulars. Not less than seven (7) days’ notice of the time, date and place of the hearing must be given.

b) Statement of Grounds

- i) A Notice of a charge under Clause 8 (a) must be accompanied by a statement of the grounds for the laying of the Charge. A copy of the report of the PPIC on the matters the subject of the charge will be a sufficient statement of grounds for the laying of the charge;
- ii) The grounds for the laying of the charge will constitute sufficient reasons for the PPIC to declare the charge sustained unless the person or Affiliated League Club charged discharges the burden of proof referred to in Clause 8 (j)

c) SCC may vary time and place of hearing

The SCC may vary the time or place specified under Clause 8 (a) and the SCC must give to each Affiliated League Club or person charged at least seven (7) days written notice of any such variation.

d) Hearing by SCC

At the time and place referred to in the Notice of Charge or as varied under Clause 8 (c) the SCC must conduct a hearing into the matters subject to the charge.

e) **Hearing to be Informal**

The hearing of the charge by the SCC must be conducted with as little formality and technicality and with as much expedition as a proper consideration of the matters before it permit or require.

f) **Rules of Evidence not to apply**

The SCC is not bound by the Rules of Evidence and may inform itself of any matter relating to the charge in such manner as it thinks appropriate.

g) **Procedures at Hearing**

Subject to Clause 8 (h) the procedure to be adopted by the SCC at any hearing of a charge will be such as the SCC itself determines.

h) **Natural Justice**

At the hearing of any charge conducted by the SCC under this Appendix 2 the SCC must:

- i) give every Person or Affiliated League Club charged an opportunity to be heard;
- ii) allow the Person or Affiliated League Club charged to be represented by any person including a Legal Practitioner; and
- iii) hear and determine the charge before it in a fair and unbiased manner.

i) **Report to be Prima Face Evidence**

A report made by the PPIC will be prima face evidence of the matter or matters contained in that report provided that a copy of the report has been provided to the Person or Affiliated League Club charged prior to the commencement of the hearing.

j) **Onus of proof**

A Person or Affiliated League Club charged under this Regulation has the onus of establishing on the balance of probabilities that a matter or matters contained in the report made by the PPIC are and/or any other evidence presented in support of a charge is untrue or incorrect and that he / she / it did not engage in the conduct alleged in the charge.

k) **Actions of Affiliated League Club Personnel**

Any conduct engaged in:

- i) by a director, officer, Player, Person, servant or agent of an Affiliated League Club;
or
- ii) by any other person at the direction or with the knowledge, consent, agreement or authorisation (whether express or implied) of a director, officer, Player, servant or agent of an Affiliated League Club;

shall be deemed for the purposes of this Appendix 2 to have also been engaged in by the Affiliated League Club unless the PPIC is satisfied that the conduct was not engaged in on behalf of, or for the benefit of, the Affiliated League Club and was not expressly or impliedly authorised by the Affiliated League Club.

For the purposes of this Clause 8 (k) "knowledge" includes reckless indifference as to whether the conduct in question was occurring or not.

l) **No False or Misleading Information**

An Affiliated League Club, Player or other Person to whom this Regulation applies must not provide or give any false or misleading information to the SCC at any hearing.

m) **Decision**

At the conclusion of its hearing the SCC may:

- i) declare the charge to be sustained and propose any penalty or sanction provided for under these Regulations, including reasons, for the consideration of the Committee; or
- ii) declare the charge dismissed; or
- iii) adjourn the hearing to a fixed date or indefinitely.

n) **SCC may grant relief**

If the SCC is satisfied that an Affiliated League Club, Player or other person who is in breach of or has failed to comply with this Appendix 2 has acted honestly and reasonably and having regard to all the circumstances of the case, ought fairly to be excused from liability, and/or any sanction or penalty which may be imposed under these Regulations, it may relieve that Affiliated League Club, Player or person either wholly or partly from that liability, sanction, or penalty on such terms and conditions as it thinks fit.

o) **Player may be excused for Co-Operation**

The SCC may excuse a Player from liability or limit the Player's liability under these Regulations in consideration of a Player's co-operation and assistance in establishing a breach of these Regulations by any Affiliated League Club or an Associate of an Affiliated League Club, including without limitation any Director, officer, servant or agent of any Affiliated League Club with which the Player is or was previously registered.

p) **SCC not obliged to give reasons**

The SCC is not obliged to give reasons for any decision which it makes in relation to a charge heard under this Appendix 2.

q) **Decision of SCC to be final and binding**

- i) Subject to Clause 8 (q) (ii) the decision of SCC in relation to any charge referred to it under this Appendix 2 will be final and binding on the Affiliated League Club and all other Persons who are bound by and subject to these Regulations.
- ii) After the SCC has delivered its decision it cannot re-hear the matter which was the subject of that decision nor can it rescind or alter that decision unless evidence relating to the subject matter of the charge becomes available being evidence which was either not known or which could not reasonably have been obtained at the time of the hearing of the charge.

9. Penalties for a Deliberate Breach of Player Payments Appendix 2.

The following sanctions or penalties shall apply in respect of a breach of Appendix 2.

- a) For a breach of Clause 3 (a) (v) where a Club has exceeded the Total Player Payment for each Match a fine calculated as follows:
 - i) An amount equal to the excess amount paid over the sum of \$3,275.00 for each Match; and
 - ii) an amount up to \$1,000.00 for each and every breach.
- b) For a breach of Clause 3 (a) (vi) in respect of a Player who receives more than \$650.00 for a Match:

in respect of the club a fine:

- i) that is equal to the excess amount paid over the sum of \$650.00 to each Player each Match; and
- ii) an amount up to \$1,000.00 for each and every breach

in respect of a Player:

- iii) a fine that is equal to the excess amount paid over the sum of \$650.00 each Match; and
 - iv) an amount up to \$1,000.00 for each and every breach.
 - v) suspension from playing Football for a period of up to 12 months.
- c) For a breach of Clause 4 (e) in respect of after Match awards:

in respect of a Club where a Club has paid more than \$200.00 on vouchers for each Match during the Financial Year a fine:-

- i) that is equal to the excess amount paid over the average sum of \$200.00 per Match; and
 - ii) an amount up to \$1,000.00 for each and every breach.
- d) For a breach of Clause 4.2 in respect of Coaching Payments:

In respect of a Club a fine:

- i) That is equal to the excess amount paid over the sum of \$20,000.00 to the Senior Coach; and
- ii) An amount up to \$1,000.00 for each and every breach

In respect of a Senior Coach where a Senior Coach as received more than \$20,000.00 during the Financial Year a fine:

- iii) That is equal to the excess amount paid over the sum of \$20,000.00; an
 - iv) An amount up to \$1,000.00 for each and every breach.
 - v) Suspension from playing Football for a period of up to 12 months.
- e) For a breach of Clause 4.5 in respect of Travel payments:

in respect of a Club where a Club has paid more than the Prescribed Amount for each Match during the Financial Year a fine:

- i) that is equal to the excess amount paid above the Prescribed Amount per Match; and
- ii) an amount up to \$1,000.00 for each and every breach.

in respect of a Player where a Player has received more than the Prescribed Amount for each Match during the Financial Year a fine:

- iii) that is equal to the excess amount paid over the Prescribed Amount per Match; and
 - iv) an amount up to \$1,000.00 for each and every breach.
 - v) suspension from playing Football for a period of up to 12 months.
- f) For a breach of Clause 4.6 in respect of Travel/Flights payments:-

in respect of a Club where a Club has paid more than \$500.00 for each Match during the Financial Year a fine:

- i) that is equal to the excess amount paid over the sum of \$500.00 per Match; and
- ii) an amount up to \$1,000.00 for each and every breach.

in respect of a Player where a Player has received more than \$500.00 for each Match during the Financial Year a fine:

- iii) that is equal to the excess amount paid over the sum of \$400.00 per Match; and
 - iv) an amount up to \$1,000.00 for each and every breach.
 - v) suspension from playing Football for a period of up to 12 months.
- g) For a breach of Clause 4.7 in respect of employment and services actually rendered:

in respect of a Club where a Club has paid in excess of the market value of the Player's services during the Financial Year a fine:

- i) that is equal to the excess amount paid over the market value of the Player's services; and
- ii) an amount up to \$1,000.00 for each and every breach.

in respect of a Player where a Player has been paid in excess of the market value of the Player's services for the Financial Year a fine:

- iii) that is equal to the excess amount paid over the marker value of the Player's services; and
 - iv) an amount up to \$1,000.00 for each and every breach.
 - v) suspension from playing Football for a period of up to 12 months
- h) For a breach of Clause 4.8 in respect of payments for representative Football:

in respect of a Club where a Club has paid more than the amount prescribed in Clause 4.8 for each Match during the Financial Year a fine:

- i) that is equal to the excess amount paid over the amount prescribed in Clause 4.8 per Match ; and
- ii) an amount up to \$1,000.00 for each and every breach

in respect of a Player where a Player has received more than the prescribed amount as set out in Clause 4.8 for each Match during the Financial Year a fine:-

- iii) that is equal to the excess amount paid over prescribed amount as set out in Clause 4.8 per Match; and
- iv) an amount up to \$1,000.00 for each and every breach.
- v) suspension from playing Football for a period of up to 12 months.

- i) For a breach of Clause 4.9 in respect of milestone payments:

in respect of a Club where a Club has paid more than the amount prescribed by Clause 4.9 for each Match during the Financial Year a fine:

- i) that is equal to the excess amount paid over the prescribed amount in Clause 4.9 per Match; and
- ii) an amount up to \$1,000.00 for each and every breach.

in respect of a Player where a Player has received more than the prescribed amount as set out in Clause 4.9 for each Match during the Financial Year a fine:

- iii) that is equal to the excess amount paid over amount prescribed as set out in Clause 4.9 per Match; and
- iv) an amount up to \$1,000.00 for each and every breach.
- v) suspension from playing Football for a period of up to 12 months.

- j) For a breach of Clause 4.11 (a) and 4.11 (c) by the Club there shall be:

- i) a fine calculated as an amount that is an equivalent amount of the payment or the value of the remuneration that represents the upfront payment; plus
- ii) an amount up to \$5,000.00 for each and every breach.

- k) For a breach of Clause 4.11 (b) and 4.11 (C) by the Player there shall be:

- i) a fine of an amount that is equivalent to the amount of the payment or the value of the remuneration that represents the upfront payment; and
- ii) and an amount up to \$5,000.00;
- iii) suspension from playing Football for a period of up to 12 months.

- l) The penalty for failing to comply with Clauses 5, 6.1 and 6.2 is:

For a club

- for conduct that was deliberate or intentional and misrepresented the details of payments made or to be made by a Club, at the Committee's discretion:
 - the removal of some or all of the Club's APPS points in either or both of the following two (2) Seasons; and/or
 - the loss of or ineligibility to receive Premiership Points for past or future Matches of not more than an aggregate of twelve (12) premiership points for the A Grade team of the Club either in the Financial Year in which the breach has been committed or over the following three (3) Seasons.
 - A fine of up to \$5,000.00.
- **for any other breach of 5 (including late lodgement of the Memorandum):**
 - for a first offence in any two (2) year period - \$250.00;
 - for each subsequent offence in any two (2) year period up to \$5,000.00.

- **For a Player or Official**

- A fine of not more than \$5,000.00; and/or
 - A period of deregistration not exceeding one (1) year as a Player or Official, as the case may be, as SCC shall determine in its discretion.
- m) A Player who fails to cooperate in respect of an investigation pursuant to Clause 7 (c) shall be suspended from playing until such time as the Player has cooperated with the investigator.
- n) A Person who fails to cooperate with the investigation pursuant to Clause 7 (c) shall be fined an amount up to \$5,000.00.
- o) In respect of any breach of this Appendix 2 in addition to the monetary penalty imposed by the SCC , at the Committee’s discretion, the Committee may impose a penalty or sanction as follows:
- i) the removal of any or all of the Club’s APPS points in either or both of the following two (2) Seasons; and/or
 - ii) the loss of or ineligibility to receive Premiership Points for past or future Matches of not more than an aggregate of twelve (12) premiership points for the A Grade team of the Club either in the Financial Year in which the breach has been committed or over the following three (3) Seasons.
- p) For any other breach where no monetary penalty has been prescribed in these Regulations a fine of:
- i) for a first offence in any two (2) year period - \$250.00;
 - ii) for each subsequent offence in any two (2) year period - an amount up to \$5,000.00.
- q) Any penalties incurred are to be paid to the Committee within 28 days of the Affiliated League Club being notified of such penalties or otherwise negotiated with SANFL Community Football.

10. Definitions

For the purposes of this Player Payment Appendix 2 the following words shall have the following meaning unless the context requires otherwise:

“Senior Coach” means the senior coach of the Club’s “A” grade team and does not include assistant coaches, coaches of the (Reserve “B”) grade or any lower grade team or junior coaches.

There shall only be one Senior Coach of the Club whose duties must include developing and implementing the training and tactical playing regime for the Club and the taking of majority of training sessions, pre-game, half time and quarter time break addresses including overseeing the tactical processes on Match Day and is named the Senior Coach on Club records.

“Employment Contract” means a contract made between a Club and a Player who has entered into a Player Contract with the Club, or with an Associate of that Player, under which the Club has agreed to employ the Player or Associate of that Player in bona fide employment with the Club.

Meaning of Remuneration

For the purposes of this Player Payment Appendix 2 Remuneration means any:

- advance;
- allowance;
- bonus;
- consideration;
- disbursement;
- expenditure;
- expense;
- financial benefit given or promised;
- fringe benefit;
- incentive;
- loan (other than a loan made on commercial terms at armslength);
- match bonus or incentive payment;
- money;
- payment;
- payment of insurance or other premium;
- reimbursement;
- remittance;
- restitution;
- reward;
- salary or wages;
- superannuation benefit;
- property or right of any description; or
- other advantage or benefit in any form whatsoever ; paid to a Player by a Club within the meaning of Player Payment Appendix 2.

For the purposes of Player Payment Appendix 2, it is irrelevant whether the Remuneration is paid to the Player within the meaning of these Rules under:

- a Contract of Service between the Player and a Club;
- an Agreement between the Player and any Associate of the Club or any third party; or
- Otherwise.

Meaning of “Paid to a Player” or “Pay or provide to a Player” or “made to a Player”

In these Regulations wherever the expression “paid to a Player” or “Pay or provide to a Player” or “made to a Player” is used in the context of the payment of Remuneration, it includes Remuneration that is paid, provided, made to or given:

- to a Player;
- for the benefit of a Player;
- to, or for the benefit of, an Associate of a Player;
- to, or for the benefit of, a creditor of a Player;
- to, or for the benefit of, an agent for a Player;
- at, or by, the direction of a Player; or
- in any other circumstances declared by the PPIC, in its reasonable opinion, to be Remuneration that has been paid to a Player.
- For the purposes of this Player Payment Appendix 2, it is irrelevant whether the Remuneration is:
- directly or indirectly paid;
- in any form; or
- from whatever source.

Meaning of “By a Club”

In these Regulations, wherever the expression “by a Club” is used in the context of the payment of Remuneration to a Player, it includes Remuneration that has been paid to a Player:

- by a Club;
- on behalf of a Club;
- by, or on behalf of, an Associate of a Club;
- by, or on behalf of, a Sponsor of a Club;
- by, or on behalf of, any other person or Entity associated or affiliated, whether directly or indirectly, with a Club, an associated Entity or a Club Sponsor;
- in any other circumstance whatsoever.

“Associate of a club” - Means and includes:

- a director, secretary, officer, sponsor or member of the Club;
- a body corporate which is related to the Club within the meaning of s 50 of the Corporation Law, and any director, secretary or other officer of a related body corporate;
- a partner of the Club or a partnership in which the Club is a member;
- 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;

A corporation

- 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 corporation, 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;
- where the corporation 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
- 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 corporation.
- a sponsor of a Club or a Player;
- any person who is or was acting, or who proposes to act, on behalf of or in concert with the Club

“Associate of a Player” means and includes:

- any relative of the Player;
- the spouse or partner (legal or defacto) of the Player or any of his relatives;
- a corporation where:
- the Player or a person referred to in this Regulation has, or two or more such persons together have, a direct or indirect beneficial interest in shares in the corporation, 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;
- the corporation 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 corporation who or which is an associate of the Player by virtue of another sub-paragraph of this definition; or
- the Player is, or 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 corporation.
- a body corporate which is related to a corporation referred to in this Regulation above within the meaning of s 50 of the *Corporations Act 2001*.
- a director, secretary or officer of a corporation referred to in this Appendix.
- a partner of the Player of any partnership which the Player or any person referred to in this Appendix is a member.
- 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.
- any person who is or was acting, or who proposes to act, as agent for or who otherwise acts on behalf of or in concert with the Player.

“**PPIC**” means for the purpose of this Regulation SANFL Community Football Player Payment Investigation Committee.

“**Person**” means a person, Club, Player, Official, an Associate of a Club, corporation, senior coach, associate of a Player.

“**Integrity Manager**” means the SANFL Integrity Manager or such other person appointed by SANFL to conduct investigations of any breach of any SANFL Rule, Regulation or Policy.

“**the Committee**” means the Community Football Committee established pursuant to Rule 7 of the Constitution.

“**Premiership Points**” referred to in this Rule are calculated on the basis of two (2) Premiership Points being awarded for each win. If the Affiliated League permits the awarding of four (4) Premiership Points for a win, the Premiership Points in respect of past or future matches referred to in this Clause 9 shall be doubled.

“**SCC**” means the Salary Cap Commissioner appointed pursuant to Clause 7.1 and Rule 18.26A.

Payment Limit alternative by Affiliated League

Where an Affiliated League has determined that in respect of any maximum amount to be paid to a Player is less than the amount set out in these Regulations, these Regulations shall be modified by amending the Regulation to substitute the amount set by the Affiliated League and a breach by a Player or Person or a Club in respect of that Affiliated League’s maximum payment will be deemed to be a breach of these Regulations and shall be dealt with in accordance with this Player Payment Appendix.



Appendix 3 - Approved Player Points System (“APPS”)

1. Purpose of the APPS

To encourage clubs to develop and retain local players, to minimise player movement and reduce player payments, whilst maintaining a healthy community football club. Any recruiting required should be conducted in accordance with and within the spirit and intent of these regulations and the best interests of Australian Football.

2. Objects of the APPS

The objects of the APPS are as follows:

- 2.1 Encourage the development and retention of local and junior players;
- 2.2 Encourage the recruitment of ex local players;
- 2.3 Encourage the loyalty of recruited players;
- 2.4 Assist in the equalisation of competitions;
- 2.5 Assist Player Payments Regulations in reducing player payments to sustainable levels; and
- 2.6 Encourage Clubs to develop and promote the game in their local community.

3. Affiliated League Implementation & Total Points Rating

Each Affiliated League is to adopt and implement an APPS system in order to achieve the objects.

Each Affiliated League must adopt an APPS System in accordance with clause 3.1. An Affiliated League may apply to the Community Football Committee for an alternative APPS system by no later than 30th November in the calendar year before the first Season in which it is to apply to that Affiliated League.

- 3.1 A League must implement the following system, subject to any alternative system approved by the Community Football Committee.
 - 3.1.1 Number of wins to be calculated as a percentage of minor round games placed in the previous three (3) seasons.
 - 3.1.2 A model as set out at the end of this Appendix, pursuant to clause 10.
- 3.2 Each Affiliated League Club will be allocated a “Total Points Rating of up to and including 13 points” for each Season based on the circumstances listed under Clause 3.1.
- 3.3 Each Affiliated League will be allocated a pool of two (2) points per Club to be distributed for the management of local issues provided that an Affiliated League Club must not be allocated more than 15 points without the prior approval of the Country Zone Committee and the Community Football Committee.
- 3.4 A Club may request an increase in their allocated points from an Affiliated League prior to June 30 in the current playing season. Any request under this clause 3.4 must be in the form of the “*APPS Club Application for Increased Points*” set out at the end of this Appendix and comply with the process approved by the Community Football Committee from time to time.



Any additional points awarded by the Affiliated League under this clause will be for the current season only.

3.5 An Affiliated League must consider any request made by a Club under clause 3.4 and may do any of the following:

3.5.1 If the request is for not more than 15 points, approve or reject the request in the Affiliated League's discretion; or

3.5.2 If the request is for more than 15 points:

3.5.2.1 Approve a revised total of not more than 15 points;

3.5.2.2 Reject the request; or

3.5.2.3 Make a request under clause 3.6 If the request is approved by the SANFL Community Football, the Affiliated League may subsequently approve a request for more than 15 points.

3.6 An Affiliated League may apply to the SANFL Country Zone Committee and the Community Football Committee for increased Total Player Points Rating for club/s in excess of 15 points for exceptional circumstances. The Application must be forwarded to SANFL Community Football seven (7) days before the first round of matches in the relevant competition but only for exceptional and compelling circumstances.

4. Affiliated League Responsibilities

Each Affiliated League

4.1 Any system implemented by an Affiliated League must be provided along with the allocation of points to Clubs to the Community Football League by 31 October in each year.

4.2 May adopt a Women's APPS system subject to approval by SANFL Community Football. Systems are to be developed and should be based on:

4.2.1 A sliding scale having regard for the premiership ladder in the previous season(s);

4.2.2 Other local factors such as population, junior numbers/success, schools etc.

4.2.3 A combination of all of the above.

4.3 Must allocate points to each Affiliated League Club for the following season and in accordance with APPS regulations by 31 October in each year.

4.4 May allocate discretionary points in accordance with APPS regulations to manage local issues.

4.5 Must consider all applications from Clubs for the allocation of additional points in accordance with APPS regulations.

4.6 Must input Club and Player ratings into the Online System once allocations have been made.



4.7 Must appoint an Independent APPS Committee of no less than three (3) members, of which no member shall hold an official role with an Affiliated Club within that Affiliated League and provide the person's contact details to SANFL Community Football by 31 October in each year.

4.7.1 The APPS Officer will:

- 4.7.1.1 Be the contact for Community Football in relation to matters related to the APPS and its implementation within the Affiliated League
- 4.7.1.2 Approve the APPS system to be used by the Affiliated League
- 4.7.1.3 Allocate APPS points to Clubs within the Affiliated League
- 4.7.1.4 Have the authority to appoint a member from the Committee to allocate individual player points on the Committee's behalf.

5. Affiliated Club Responsibilities

Each Affiliated League Club:

- a) Must ensure all player declarations in accordance with Clause 7 are completed and lodged with the Affiliated League in accordance with the APPS regulations.
- b) Must ensure that on match days the Senior (A Grade) Team complies with the Total Player Points Rating (TPPR) allocated by the Affiliated League in accordance with APPS regulations.

(NB Clubs may recruit above their allocated points in any given season but must comply with TPPR for their Senior (A Grade) Team on match days)

- c) May request an increase in allocated points to SANFL Country Zone Committee and Community Football Committee in excess of 15 points provided that such request is made to the Affiliated League seven (7) days before the first round of matches in the relevant competition but only for exceptional and compelling circumstances.

6. Basis of the APPS

The Basis of the APPS is as follows:

- 6.1 An Affiliated League Club must not field players in its Senior (A Grade) Team in any game which exceed the total points which have been allocated to that Club under the Total Points Rating (Refer clause 3).
- 6.2 The points allocated to a player according to the APPS will only apply when playing in Senior (A grade) Teams.
- 6.3 "Junior Football" means a competition in which players must be over the age of 12 years and under the age of 18 years on a prescribed date in the calendar year in which that competition is conducted and includes the Sports Association for Adelaide Schools (SAAS) secondary school football competition.
- 6.4 "Junior Player" means a player under the age of 18 years who has played a minimum of 20 games from the year in which he turns 13 years of age with an Affiliated League Club or school affiliate of an Affiliated League Club, with which he is seeking registration.
- 6.5 Only competitions managed by the SANFL Community Football approved competition management tool (as referred to in Regulation 29) is recognised for the purpose of establishing a player's APPS rating.



7. Player Points Rating

- 7.2 A player of an Affiliated League Club must, at the time of registration with their new club, complete and deliver to the Club a declaration in a form approved by the Affiliated League (“the Player Declaration”) which must:
- 7.2.1 Include complete details of the previous playing history (including games played at Clubs, numbers of Seasons and games played) of the player;
 - 7.2.2 Include an assessment by the player and the Club of the Player Points Rating of the player calculated under the APPS which has been adopted by the Affiliated League;
 - 7.2.3 Be signed by both the player and an official of the Club and lodged with the Club and with the Affiliated League.
- 7.3 For the purposes of a Player Points Rating a playing coach is classified as a player.
- 7.4 For the purposes of a Player Points Rating a players individual rating will be determined at the time of registration and will remain throughout the duration of the season.
- 7.5 For the purposes of determining a Players Points Rating a player must have played a minimum of five (5) matches in the previous two (2) seasons to attract a points rating greater than zero (0).

8. Player Point Allocation

Each player playing in the Senior (A grade) Team of a Club will be allocated a “Player Points Rating” as outlined below:

- 8.1 Each player selected to play in the Senior Team of a Club will be given a base rating of Zero (0) points with the exception of Junior Players who are selected in that team who, subject to clause 8.2, will be given a minus one (-1)rating.
- 8.2 A maximum minus two (-2) points can be claimed by a Senior (A Grade) Team in any Match regardless of the number of Junior Players selected in thatteam.
- 8.3 A player who is the child of a Club Life Member can be registered with that same club and that player will attract zero (0) points provided that the life membership of the Club by the parent has, subject to clause 8.3.1, been held for a period of not less than two (2) calendar years.
- 8.3.1 If the Club Life Membership is not awarded to the parent of the player referred to in Clause 8.3 at the Club’s Annual General Meeting, the calculation of the date for the purposes of Clause 8.3, will be the date of the Annual General Meeting following the date that Club Life Membership was awarded to the parent
 - 8.3.2 For the purpose of this Regulation a player will only be a child of a Club Life Member if that player is recorded as a child of that Club Life Member on the player’s birth certificate.
- 8.4 A player who is required to change their usual place of residence to attend a Tertiary Educational Institution and is enrolled as a full time student will receive a rating of one (1) point if they registered to play with an Affiliated League Club that has a direct affiliation

with that Tertiary Educational Institution.

8.5 A player transferring from one Affiliated League Club to another Affiliated League Club and who is under 20 years of age on the 31st December in the previous calendar year and has played a combined total of more than twenty (20) games at SANFL Under 18, Reserves and/or League Level will attract an additional two (2) points.

8.6 Subject to clause 8.7 a registered player of an Affiliated League Club who has played a total of twenty (20) or more games in a Senior (A Grade) Team or Reserves (B Grade) Team or Junior Football with that Affiliated League Club, who has previously transferred to a club of another League within Australia and returns to his original Affiliated League Club will have a Player Points Rating of zero (0).

8.6.1 A registered player of an Affiliated League Club who has played less than a total of 20 games (the 20 game qualification – Clause 8 (6)) in Junior Football Team with that Affiliated League Club and subsequently returns to that Affiliated League Club, the Player Points Rating at the start of the season will remain for the duration of that season regardless of the number of games played.

8.6.1.1 Subject to clause 8.6.1 a registered player of an Affiliated League Club will have a Player Points Rating of zero (0) in the following season, regardless of whether that player has played a total of 20 or more games in a Senior (A Grade) Team or Reserves (B Grade) Team or Junior Football with that Affiliated League Club

8.6.2 A registered player who achieves 20 Matches (without transferring) for the same Affiliated League Club will reduce one (1) additional point in their third (3) season after achieving 20 Matches.

8.6.3 For the purposes of implementation of Clause 8.6, matches counted **does not** include trial, internal and representative games.

8.7 A player transferring from one Affiliated League Club to a Club of any Australian Football League or Association will retain the same player rating, if any, if he is transferred back to such Affiliated League Club in the same season.

8.8 In accordance with the criteria below, each player selected in a Senior Team who has had playing experience with another Club in Australia may be given a further points rating (in addition to any point or points given under clause 8 above) depending on the level of the competition or competitions in which he has previously played, the number of games played in that competition, the period of time since he previously played in that competition and/or any other criteria which may be approved by the Committee.

8.8.1 AFL Players

A player who has played a majority of matches in the AFL in the previous two playing seasons – five (5) additional points, less any deductions or concessions as set out below:

8.8.1.1 Deduct five (5) points if the player has returned to the Club of the Affiliated League for which he last played (including Junior Football) before playing for an AFL Club.

8.8.1.2 Deduct a further one (1) point for each full season since last playing for an AFL Club.

8.8.1.3 If a player has not played football at any level for 24 months (from their last game to the time of registration) or more before resuming

as a player he will automatically have a Player Points Rating of zero (0).

8.8.2 State League Players (SANFL, AFL, VIC, North East AFL, WAFL)

A player who has played a majority of matches for the Senior team for a Club or Clubs in any one of the above State League Competitions in the previous two playing seasons – four (4) additional points, less any deductions or concessions as set out below:

- 8.8.2.1 A player who is registered to play with a Club of an Affiliated League who returns to that Club of the Affiliated League will not attract any additional points irrespective of the number of games played in the Senior Teams of the clubs in any of the above State Leagues.
- 8.8.2.2 Deduct one (1) point if the player did not play a game for the Senior Team of a Club of any of the above State Leagues in the previous season.
- 8.8.2.3 If a player has not played football at any level for 24 months (from their last game to the time of registration) or more before registering as a player he will automatically have a Player Points Rating of zero (0).

8.8.3 All Other League Players

8.8.3.1 A player who has played a majority of matches for the Senior (A Grade) Team of a Club or Clubs in any League, other than those detailed in sub-clauses 8.8.1 and 8.8.2 above, ('Other Leagues') and/or Reserves for a Team competing in the State League Competitions referred to in clause 8.8.2 above, in the previous two playing seasons – an additional three (3) points less any deductions or concessions as set out below.

8.8.3.1.1 Deduct one (1) point for each full season since the player last played for the senior team of a Club in the Other League.

8.8.3.1.2 If a player has not played football at any level for 24 months (from their last game to the time of registration) or more before resuming as a player he will automatically have a Player Points Rating of zero (0).

8.8.3.2 A player who has played majority of matches for the Reserves (B Grade) Team but has also played a minimum of five (5) A Grade matches in the previous two seasons and is transferring between clubs in different leagues the player will have points rating of one (1).

8.8.3.3 A player who has played a majority of matches for the Reserves (B Grade) Team but has also played any match in the Senior (A Grade) Team of a Club or Clubs in any Other League in the previous two playing seasons and is transferring from one Club to another Club within the same Affiliated League – will have a Player Points Rating of zero (0).

- 8.8.3.4 A player who has played a majority of matches for a Junior Team for a club in any other league and has also played a minimum of five (5) A Grade matches in the previous two playing seasons will have a points rating of two (2)

9. APPS General

- 9.1 In the case of a player who has played an equal number of games in two or more categories, the highest category (points) shall apply.

In the case of a player who plays matches in a competition predominantly conducted during the period March through until October who, in the same or following year, plays in a competition predominantly conducted during the period November through until the following February (*'the Summer Competition'*), the Summer Competition shall be disregarded for the purposes of determining the Player Points Rating attributable to that player upon a subsequent transfer.

- 9.2 Any proposed amendments to the APPS must be submitted to the Community Football Manager for referral to the Community Football Committee 30 April in the current playing season for the Committee to consider implementing for the following season.
- 9.3 Amendments to the APPS for the following season will be communicated to all Affiliated Leagues and Clubs by no later than 31 August in the current season.
- 9.4 Affiliated Leagues that have divisional competitions will consider each division as a League for the purpose of implementing the APPS.

10. APPS League Models

- 10.1 Pursuant to clause 3.1, each Affiliated League must adopt one of the following sliding scale models based on the total amount of Affiliated Club's outlined in 10A and based on:

10.1.2 the number of wins to be calculated as a percentage of minor round games played in the previous three (3) seasons.

(For clarity, a draw equals half of a win).

- 10.2 An Affiliated League Club's total points allocation that is varied in the subsequent year due to the Affiliated League adopting one of the following sliding scale modes, may apply to the Community Football Committee for an exemption to remain on the same total points allocation for the subsequent season only.
- 10.3 Any request may be sent by the Affiliated League to SANFL Community Football by February 1st and set out the reasons for such request, including but not limited to: the loss of players, smaller population, and geographical issues.



10A. SLIDING SCALE MODELS:

4 TEAM LEAGUE APPS MODEL

Group 1 – Teams - 1 & 2 – 9 points
Group 2 – Teams – 3 & 4 – 12 points

Total League Allocation – 60 points
Sliding Scale Allocation – 42 points
Discretionary Points – 18 points

League Discretionary Points (no prior approval required unless Club's are over fifteen (15 total points):

Out of the discretionary points allocation, the Affiliated League can only use nine (9) points which may relate to issues including smaller population, geographic and lack of success issues.

Local Discretionary Points (requires prior approval from the Community Football Committee):

The remaining nine (9) points of the discretionary points allocation can only be used for local considerations including transfers employment, relocation or any other reason and must be approved by the Country Zone Committee and the Community Football Committee.

5 TEAM LEAGUE APPS MODEL

Group 1 – Teams - 1 & 2 – 6 points
Group 2 – Teams – 3 & 4 – 9 points
Group 3 – Teams – 5 – 12 points

Total League Allocation – 75 points
Sliding Scale Allocation – 42 points
Discretionary Points – 33 points

League Discretionary Points (no prior approval required unless Club's are over fifteen (15 total points):

Out of the discretionary points allocation the Affiliated League can only use sixteen (16) points which may relate to issues including smaller population, geographic and lack of success issues.

Local Discretionary Points (requires prior approval from the Community Football Committee):

The remaining seventeen (17) points of the discretionary points allocation can only be used for local considerations including transfers, employment, relocation, or any other reason and must be approved by the Country Zone Committee and the Community Football Committee.

6 TEAM LEAGUE APPS MODEL

Group 1 – Teams - 1 & 2 – 6 points
Group 2 – Teams – 3 & 4 – 9 points
Group 3 – Teams – 5 & 6 – 12 points

Total League Allocation – 90 points
Sliding Scale Allocation – 54 points
Discretionary Points – 36 points



League Discretionary Points (no prior approval required unless Club's are over fifteen (15 total points):

Out of the discretionary points allocation, the Affiliated League can only use eighteen (18) points which may relate to issues including smaller population, geographic and lack of success issues.

Local Discretionary Points (requires prior approval from the Community Football Committee):

The remaining eighteen (18) points of the discretionary points allocation can only be used for local considerations including transfers, employment, relocation, or any other reason and must be approved by the Country Zone Committee and the Community Football Committee.

7 TEAM LEAGUE APPS MODEL

- Group 1 – Teams - 1 & 2 – 6 points
- Group 2 – Teams – 3 & 4 – 9 points
- Group 3 – Teams – 5 & 6 – 12 points
- Group 4 – Teams – 7 – 15 points

Total League Allocation – 105 points
Sliding Scale Allocation – 69 points
Discretionary Points – 36 points

League Discretionary Points (no prior approval required unless Club's are over fifteen (15 total points):

Out of the discretionary points allocation, the Affiliated League can only use eighteen (18) points which may relate to issues including smaller population, geographic and lack of success issues.

Local Discretionary Points (requires prior approval from the Community Football Committee):

The remaining eighteen (18) points of the discretionary points allocation can only be used for local considerations including transfers, employment, relocation, or any other reason and must be approved by the Country Zone Committee and the Community Football Committee.

8. TEAM LEAGUE APPS MODEL

- Group 1 – Teams - 1 & 2 – 6 points
- Group 2 – Teams – 3 & 4 – 9 points
- Group 3 – Teams – 5 & 6 – 12 points
- Group 4 – Teams – 7 & 8 – 15 points

Total League Allocation – 120 points
Sliding Scale Allocation – 84 points
Discretionary Points – 36 points

League Discretionary Points (no prior approval required unless Club's are over fifteen (15 total points):

Out of the discretionary points allocation, the Affiliated League can only use eighteen (18) points which may relate to issues including smaller population, geographic and lack of success issues.

Local Discretionary Points (requires prior approval from the Community Football Committee):

The remaining eighteen (18) points of the discretionary points allocation can only be used for local considerations including transfers, employment, relocation, or any other reason and must



be approved by the Country Zone Committee and the Community Football Committee.

9. TEAM LEAGUE APPS MODEL

- Group 1 – Teams - 1 & 2 – 6 points
- Group 2 – Teams – 3 & 4 – 9 points
- Group 3 – Teams – 5, 6 & 7 – 12 points
- Group 4 – Teams – 8 & 9 – 15 points

Total League Allocation – 135 points
Sliding Scale Allocation – 96 points
Discretionary Points – 39 points

League Discretionary Points (no prior approval required unless Club's are over fifteen (15 total points):

Out of the discretionary points, allocation the Affiliated League can only use nineteen (19) points which may relate to issues including smaller population, geographic and lack of success issues.

Local Discretionary Points (requires prior approval from the Community Football Committee):

The remaining twenty (20) points of the discretionary points allocation can only be used for local considerations including transfers, employment, relocation, or any other reason and must be approved by the Country Zone Committee and the Community Football Committee.

10. TEAM LEAGUE APPS MODEL

- Group 1 – Teams - 1 & 2 – 6 points
- Group 2 – Teams – 3 & 4 – 9 points
- Group 3 – Teams – 5, 6 & 7 – 12 points
- Group 4 – Teams – 8, 9 & 10 – 15 points

Total League Allocation – 150 points
Sliding Scale Allocation – 111 points
Discretionary Points – 39 points

League Discretionary Points (no prior approval required unless Club's are over fifteen (15 total points):

Out of the discretionary points allocation, the Affiliated League can only use nineteen (19) points which may relate to issues including smaller population, geographic and lack of success issues.

Local Discretionary Points (requires prior approval from the Community Football Committee):

The remaining twenty (20) points of the discretionary points allocation can only be used for local considerations including transfers, employment, relocation, or any other reason and must be approved by the Country Zone Committee and the Community Football Committee.



11. TEAM LEAGUE APPS MODEL

- Group 1 – Teams - 1 & 2 – 6 points
- Group 2 – Teams – 3 & 4 – 9 points
- Group 3 – Teams – 5, 6 & 7 – 12 points
- Group 4 – Teams – 8, 9, 10 & 11 – 15 points

Total League Allocation – 165 points
Sliding Scale Allocation – 126 points
Discretionary Points – 39 points

League Discretionary Points (no prior approval required unless Club's are over fifteen (15 total points):

Out of the discretionary points allocation, the Affiliated League can only use nineteen (19) points which may relate to issues including smaller population, geographic and lack of success issues.

Local Discretionary Points (requires prior approval from the Community Football Committee):

The remaining twenty (20) points of the discretionary points allocation can only be used for local considerations including transfers, employment, relocation, or any other reason and must be approved by the Country Zone Committee and the Community Football Committee.

11. Definitions

For the purposes of this Appendix 3 the following words shall have the following meaning unless the context requires otherwise:

'Affiliated League Club' and **'Club'** means a football club which is a member of, or which fields a team in a football competition conducted by an Affiliated League.

'Affiliated League' means a football league which has affiliated with SANFL Community Football under Rule 9.4 of the SANFL Community Football Constitution.

'All Other Leagues' means all Leagues other than State League and AFL competitions including but not limited to all Affiliated Community Football Leagues.

'Approved Player Points System' means the player points system outlined in clause 3 and 10 of this Appendix or otherwise approved by the Committee.

'APPS Committee' means the Committee appointed under this Appendix by an Affiliated League.

'APPS Officer' means the Officer appointed under this Appendix by an Affiliated League.

'Committee' and **'Community Football Committee'** means the Committee of Directors of SANFL Community Football appointed under Rule 4 of the SANFL Community Football Constitution.

'games' or **'matches'** means any game played by a player for affiliated league club that they are registered to and does not include representative or zone games.

'Junior Football' means a competition in which players must be over the age of 13 years and under the age of 18 years.

'Junior Player' means a player who has played a minimum of 20 games from the year in which he turns 13 years old with an Affiliated League Club or school affiliated of an Affiliated League Club.



'Match' or **'Football Match'** means any game of football either played by a team of an Affiliated League Club in a competition promoted, conducted or controlled by the SANFL Community Football an Affiliated League or which has otherwise been approved by the SANFL Community Football an Affiliated League.

'player' or **'Player'** means a person who is registered to play football with an Affiliated League Club.

'SANFL Community Football' means the South Australian National Football League Inc.

'State League' means SANFL, WAFL, NEAFL, AND VFL or any other State League competitions as formed from time to time.

'Total Points Rating' means the total amount of allocated player points to an Affiliated League Club.



Appendix 3A – League Application for Increased APPS Points

DETAILS

League: E:Ph:

Season:

Number of Clubs within the League:

Total points allocated:

Banked points available for the management of local issues:

****Additional points must be allocated from the Leagues banked points. Any amount over 15 will need to be approved by SANFL Community Football***

REASONS FOR ADDITIONAL POINTS

Club:

Current Allocation:

Requested Allocation:

League rationale for supporting club allocation:

****Any points allocated under this allocation will apply for the current season only***

LEAGUE OFFICIAL: _____

TITLE : _____

Signature: _____ Date: _____

Please attach the Clubs application for increased points to this submission



Appendix 3B – Club Application for Increased APPS Points

DETAILS

Club Name:Role:

Club Contact:E:Ph:

League Name:League APPS Office.....

REQUEST FOR ADDITIONAL POINTS

Current Point Allocation: How many points are you currently using?

Requested Point Increase: Weekly salary cap spend: \$.....

****Additional points must be allocated from the Leagues banked points. Any amount over 15 will need to be approved by the Community Football League***

REASONS FOR ADDITIONAL POINTS

Local Issue

Population:

Current population? What location do you attract recruits from?

Comment:

Success:

A Grade Ladder Position Last 5 Years:

Junior participants:

Comment:

Bona-fide Relocation (Regional Only):

Is the player relocating to the

township of the club? The player is

relocating due to the following reason:

Full-time Employment:Family:.....Education: Temporary secondment:

Comment:.....

****Players relocating due to uncontrollable circumstances should be taken into consideration if the Club has provided their full allocation of points.***

Other:

Please explain:

Any further comments supporting your application for additional points:

****Any points allocated under this allocation will apply for the current season only***



Appendix 4 – SANFL Community Football Temporary Permit Form

I of

..... Postcode

Having been transferred to

.....

By my employer apply for a temporary permit to play with the

..... Football Club in the

..... League/Association during the period of my transfer.

The period of my transfer is expected to be weeks from

.....
(date).

I have worked continuously for my current employer since

20.... I have been a player of the

.....
Club

of the

..... League/Association

and I am/am not a disqualified player.

..... Signed

ACKNOWLEDGEMENT OF TEMPORARY PERMIT

The Football Club
acknowledges

The transfer of a
player

In the Football
League/Association

For a period of weeks, this permit to expire on20....

..... Secretary of Club

..... Secretary of League/Association

NOTE: Regulation 16 of the SANFL Community Football. Regulation



Appendix 5 – SANFL Community Football – Standard Playing Contract

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

Of: Football Club
 ('the Club')

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

Affiliated with: SOUTH AUSTRALIAN NATIONAL FOOTBALL LEAGUE ('State Football Body')

VALIDITY PERIOD Valid until: / / OR end of the season

PLAYER PAYMENTS (strike through where not applicable)

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

Coaching (if applicable): \$ for

Other in-kind benefits: To the value of \$ for:

TOTAL VALUE OF PAYMENTS AND BENEFITS: \$ per season

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 Contract, 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: / /

(or legal guardian where Player is under 18 years of age)

For the Club: Position: Date: / /

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



Terms & Conditions of SANFL Community Football - Standard Playing Contract

1. OPERATION OF THIS CONTRACT

- 1.1 The Coach and the Club acknowledge and agree that this Coaching Contract does not commence operation or have binding effect until such time as the Coach becomes registered with the Club.
- 1.2 The Coach agrees not to enter into any agreement or understanding to coach Australian Football with any other club or team other than the Club from the date of this Coaching Contract until the conclusion of the Term or the Coach's application for registration with the Club being declined. The Coach shall use reasonable endeavours and do all things reasonably required by the Club to enable the Coach to become a registered Coach of the Club.

2. WARRANTIES

- 2.1 The Coach warrants to the Club that the Coach has, prior to entering into this Coaching Contract, notified the Club of any suspension that will limit the Coach's ability to be selected as an official in Australian Football for the Club.
- 2.2 Each of the Club and the Coach warrants to the other of them that it understands and will comply with its obligations under the SANFL Community Football Rules and Regulations, in particular regarding Coaching Payments.

3. COACH OBLIGATIONS

The Coach shall for the Term:

- 3.1 Coach Australian Football for the Club to the best of the Coach's skill and ability.
- 3.2 Attend all training sessions and team meetings of the Club.
- 3.3 Obey all reasonable directions of the Board/President, and Secretary of the Club.
- 3.4 Maintain the relevant registration and accreditation with Coach.AFL at all times.
- 3.5 Comply with all reasonable requirements of the Club relating to preparation for matches, attendance at social functions, behaviour and dress.
- 3.6 Not play or train for Australian Football with any other Club or team (save for a South Australian representative team or the League representative team) without first obtaining the consent in writing of the Club.
- 3.7 During league matches, wear only such items of apparel as may be approved of or prescribed by the League and to the extent that these are not inconsistent therewith, the Club.
- 3.8 Not comment on a matter which the Club has notified the Coach is a matter upon which members of the Club are not to comment on publicly.

4. COACHING PAYMENTS

- 4.1 The Club shall make the Coaching Payments to the Coach in accordance with the Schedule attached to this Coaching Contract.
- 4.2 The Coach agrees that the Club is entitled to set off any monies which may at any time be payable by the Coach to the Club on any account against the Coach Payments.

5. DISPUTE

In the event of a dispute arising between the parties during the term of this Coaching Contract or following its termination, the matter may be referred for determination by a nominee of the League. A request for determination by an aggrieved party shall be made in writing to the other party and shall contain a precise statement of the issue in dispute and all relevant facts giving rise to the dispute. The League may adjudicate upon any dispute in accordance with its rules in force at the time.

6. TERMINATION

This Contract may be terminated by:

- 6.1 The Club, if the Coach is in breach of any of the Coach's obligations hereunder and the breach has not been remedied after a period of 14 days following notice in writing by the Club to the Coach requiring the breach to be remedied.
- 6.2 The Coach, if the Club is in breach of any of its obligations hereunder and the breach continues has not been remedied after a period of 14 days following notice in writing by the Coach to the Club requiring the breach to be remedied.

7. WAIVER

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

8. STATUTORY DECLARATION

The attached statutory declaration must be signed by the coach and witnessed by an authorised witness in order for this coach declaration to be valid and enforceable.

Note: Any person who wilfully makes any declaration by virtue of this Part, knowing that declaration to be untrue in any material particular, shall be guilty of an offence, and shall be liable, upon conviction thereof, to be imprisoned for any term not exceeding four years - Oaths Act 1936, s27(1). Statutory declarations may only be witnessed by a JP, Commissioner for Taking Affidavits (any lawyer admitted to the Supreme Court) or Notary Public (for information: <https://www.agd.sa.gov.au/services-and-support/justice-peace-0>)



STATUTORY DECLARATION
State of South Australia - Oaths Act 1936

I / We,

[full name of Player] of

[Address of players]

Do solemnly and sincerely declare that,

the SANFL Community Football Standard Playing Contract as attached hereto and the terms and conditions contained therein are true and are an accurate record of the agreement between the named Club and me, as the Player, or if entered into by me as the legal guardian of the Player with me on behalf of the Player, and which includes the following:

- **Name, Club and League**
- **Validity Period**
- **Player Payments**
- **Date for Payment**

And I / We make this solemn declaration conscientiously believing the same to be true, and by virtue of the provisions of the Oaths Act 1936.¹

Declared at _____

in the State of SouthAustralia, this_day of

_____20_____

.....

Signature of person making this declaration ;to
be signed in front of an authorised witness]

Before me,

.....
Signature of authorised witness

¹ Any person who wilfully makes any declaration by virtue of this Part, knowing that declaration to be untrue in any material particular, shall be guilty of an offence, and shall be liable, upon conviction thereof, to be imprisoned for any term not exceeding four years - *Oaths Act 1936, s27(1)*.



Appendix 6 – SANFL Community Football – Standard Coaching Contract

NAME, CLUB AND LEAGUE

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

Of: Football Club ('the Club')

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

Affiliated with: SOUTH AUSTRALIAN NATIONAL FOOTBALL LEAGUE...('State Football Body')

VALIDITY PERIOD

Valid until: / / OR end of theseason

COACHING PAYMENTS

(strike through where not applicable)

Season Total: \$

Deductions from pay: Annual subs: \$ Other: \$

Other in-kind benefits: To the value of \$ for:

TOTAL VALUE OF PAYMENTS AND BENEFITS: \$ per season

Weekly Monthly Other (describe):

DATE FOR PAYMENT

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 Coach to satisfy themselves that the above acknowledgements are true and correct. Coaches are encouraged to obtain their own tax advice in respect of the payments they receive in connection with AFL football).

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

SIGNED By the Coach: Date: / /

For the Club: Date: / /

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



Terms & Conditions of SANFL Community Football - Standard Coaching Contract

1. OPERATION OF THIS CONTRACT

- 1.1 The Coach and the Club acknowledge and agree that this Coaching Contract does not commence operation or have binding effect until such time as the Coach becomes registered with the Club.
- 1.2 The Coach agrees not to enter into any agreement or understanding to coach Australian Football with any other club or team other than the Club from the date of this Coaching Contract until the conclusion of the Term or the Coach's application for registration with the Club being declined. The Coach shall use reasonable endeavours and do all things reasonably required by the Club to enable the Coach to become a registered Coach of the Club.

2. WARRANTIES

- 2.1 The Coach warrants to the Club that the Coach has, prior to entering into this Coaching Contract, notified the Club of any suspension that will limit the Coach's ability to be selected as an official in Australian Football for the Club.
- 2.2 Each of the Club and the Coach warrants to the other of them that it understands and will comply with its obligations under the SANFL Community Football Rules and Regulations, in particular regarding Coaching Payments.

3. COACH OBLIGATIONS

The Coach shall for the Term:

- 3.1 Coach Australian Football for the Club to the best of the Coach's skill and ability.
- 3.2 Attend all training sessions and team meetings of the Club.
- 3.3 Obey all reasonable directions of the Board/President, and Secretary of the Club.
- 3.4 Maintain the relevant registration and accreditation with Coach.AFL at all times.
- 3.5 Comply with all reasonable requirements of the Club relating to preparation for matches, attendance at social functions, behaviour and dress.
- 3.6 Not play or train for Australian Football with any other Club or team (save for a South Australian representative team or the League representative team) without first obtaining the consent in writing of the Club.
- 3.7 During league matches, wear only such items of apparel as may be approved of or prescribed by the League and to the extent that these are not inconsistent therewith, the Club.
- 3.8 Not comment on a matter which the Club has notified the Coach is a matter upon which members of the Club are not to comment on publicly.
4. COACHING PAYMENTS
- 4.1 The Club shall make the Coaching Payments to the Coach in accordance with the Schedule attached to this Coaching Contract.
- 4.2 The Coach agrees that the Club is entitled to set off any monies which may at any time be payable by the Coach to the Club on any account against the Coach Payments.

5. DISPUTE

In the event of a dispute arising between the parties during the term of this Coaching Contract or following its termination, the matter may be referred for determination by a nominee of the League. A request for determination by an aggrieved party shall be made in writing to the other party and shall contain a precise statement of the issue in dispute and all relevant facts giving rise to the dispute. The League may adjudicate upon any dispute in accordance with its rules in force at the time.

6. TERMINATION

This Contract may be terminated by:

- 6.1 The Club, if the Coach is in breach of any of the Coach's obligations hereunder and the breach has not been remedied after a period of 14 days following notice in writing by the Club to the Coach requiring the breach to be remedied.
- 6.2 The Coach, if the Club is in breach of any of its obligations hereunder and the breach continues has not been remedied after a period of 14 days following notice in writing by the Coach to the Club requiring the breach to be remedied.

7. WAIVER

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

8. STATUTORY DECLARATION

The attached statutory declaration must be signed by the coach and witnessed by an authorised witness in order for this coach declaration to be valid and enforceable.

Note: Any person who wilfully makes any declaration by virtue of this Part, knowing that declaration to be untrue in any material particular, shall be guilty of an offence, and shall be liable, upon conviction thereof, to be imprisoned for any term not exceeding four years - Oaths Act 1936, s27(1). Statutory declarations may only be witnessed by a JP, Commissioner for Taking Affidavits (any lawyer admitted to the Supreme Court) or Notary Public (for information: <https://www.agd.sa.gov.au/services-and-support/justice-peace-0>)



STATUTORY DECLARATION
State of South Australia - Oaths Act 1936

I / We,

[full name of Player] of

[Address of players]

Do solemnly and sincerely declare that,

the SANFL Community Football Standard Playing Contract as attached hereto and the terms and conditions contained therein are true and are an accurate record of the agreement between the named Club and me, as the Player, or if entered into by me as the legal guardian of the Player with me on behalf of the Player, and which includes the following:

- **Name, Club and League**
- **Validity Period**
- **Player Payments**
- **Date for Payment**

And I / We make this solemn declaration conscientiously believing the same to be true, and by virtue of the provisions of the Oaths Act 1936.²

Declared at _____

in the State of SouthAustralia, this_day of

_____20_____

.....

Signature of person making this declaration ;to
be signed in front of an authorised witness]

Before me,

.....
Signature of authorised witness

¹ Any person who wilfully makes any declaration by virtue of this Part, knowing that declaration to be untrue in any material particular, shall be guilty of an offence, and shall be liable, upon conviction thereof, to be imprisoned for any term not exceeding four years - *Oaths Act 1936, s27(1)*.



Appendix 7 – SANFL Community Football – Player Registration & Transfer Form

SECTION 1 – PLAYER REGISTRATION

I hereby apply for registration with the _____ Club in the _____ League/Asscand will comply with the rules set down by the Club/League/Association and the SANFL.

I hereby apply for a transfer from the _____ Club with which I was previously registered.

SECTION 1a – PLAYING HISTORY DECLARATION

Given Names:	Surname:	Date of Birth:
Road/Street:	Suburb/Town:	Post Code:
Home phone:	Mobile:	Email Address:

Have you been a registered player with any other Australian Football club?

Yes/No

If yes, please list your playing history below. You must state which League/s and Club/s you played with and the amount of games played in each grade.

Season	League/Assoc	Club	Grade/Division	Games Played

Are you a contracted player of any Club? **YES/NO**

Are you currently under suspension or have a suspended sentence against you? **YES/NO**

Have you previously played with a club in the League/Assoc. you are making application to be transferred to: **YES/NO**

If yes, please complete previous club: _____

I declare that the above particulars are, to the best of my knowledge, and belief, true and correct.

Signature of player:Date:

Signature (Club Official): Name:

If player is under the age of 18 – Parent/Guardian signature is required.

Signature: Parent/Guardian Date:

If a player or official of a Club is found guilty of providing false or misleading information in this declaration then such player or official may be liable

to penalties including deregistration, suspension and/or a fine not exceeding \$2000.00. The player’s club may also be liable to a fine not exceeding

SECTION 1b – PLAYER POINT RATING

Club Points allocation	0	1	2	3	4	5
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SECTION 2 – OFFICE USE ONLY

League Points allocation	0	1	2	3	4	5
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Appendix 8 – Notice of Appeal – Regulation 30

SANFL LEAGUE COMMISSIONERS
Date of Tribunal Hearing:
Club: <i>(Insert Name of League/Club)</i>
Player/Official: <i>(Insert Name of Player or Official) "the Appellant"</i>
Decision(s) Appealed Against: <i>(Insert details of decision(s) of Tribunal against which appeal is lodged for suspensions of 6 matches or more)</i>

The Appellant appeals against the decision(s) of the League/Tribunal held on the _____ Day of _____ on the ground(s) set out below. This appeal is made under Regulation 11 of the SANFL Community Football Regulations.

Grounds of Appeal: Please specify which of the grounds of appeal set out below on which you rely by placing an **X** in the box opposite the relevant ground(s).

	GROUNDS OF APPEAL	X
1.	That there has been an error of law, <i>(Provide details/particulars of the alleged error(s) on a separate sheet)</i>	
2.	That the decision of the tribunal was so unreasonable that no tribunal acting reasonably could have come to that decision having regard to the evidence before it. <i>(Provide details/particulars of the basis on which this ground an appeal is relied upon on a separate sheet)</i>	
3.	The classification of the Reportable Offence or Policy Breach or other conduct (as applicable) was manifestly inadequate. <i>(Provide details/particulars of the basis on which this ground an appeal is relied upon on a separate sheet)</i>	
4.	That the penalty imposed was manifestly excessive or inadequate. <i>(Provide details/particulars of the basis on which this ground an appeal is relied upon on a separate sheet)</i>	

Signature:

Print Name:

Player/Official

Submission details: This Notice of Appeal including details/particulars of the grounds relied upon, any supporting evidence and a cheque for a total amount of \$1000 must be sent to the office for the attention of the SANFL Community Football employee referred to below; so that it is received by him no later than 28 days following the date of the Tribunal Hearing detailed above.

Shawn Ford
SANFL Head of Community Football



Appendix 9 – Player Withdrawal of Transfer Form

GUIDELINES

The Player's registered club must submit this form to its affiliated league when refusing the transfer within the six (6) clear business day timeframe.

SECTION ONE - To be completed (BLOCK LETTERS) and signed by the player:-

I, (Player's full name)..... Date of Birth:/...../.....

Of (Address)..... (Suburb)..... (State)..... (P/Code).....

Wish to **withdraw** my application to transfer to the Football Club

In the..... Football League / Association.

And wish to **remain** a registered player with the Football Club

In the..... Football League / Association.

Home Phone: Work Phone:

Mobile: Email:

I declare that all information provided is true and correct.

Signed: **Date:**

NB: Deliberately providing misleading information could result in immediate penalties against the player and/ or the club.

SECTION TWO - To be completed (BLOCK LETTERS) and signed by the club President / Secretary (or delegated representative) that the player wishes to remain at:-

On behalf of the football club, I declare that the above particulars are, to the best of my knowledge true and correct. (Penalties will apply to any club that lodges a false Player Withdrawal of Transfer Form).

Name: (Please Print) _____

Position: (President /Secretary) _____ Signature: _____ Date: ____

Appendix 10 – Guidelines for procedures at Hearings of Commissioners

This Appendix 10 shall be read in accordance with The [National Community Football Policy Handbook](#).

1. The accused player shall be entitled to be represented before the tribunal.

2. Order of proceedings:

- a) A Commissioner shall satisfy himself that the person charged has had details of the charge.
- b) Plea of player.
- c) Video Evidence will be used at the discretion of the Commissioner (may be used before or after umpires evidence).
- d) Umpires evidence.
- e) Cross-examination of Umpire by the Commissioner/s.
- f) Cross-examination of Umpire by the player advocate.
- g) Evidence of Umpires' witness.
- h) Cross-examination of Umpires' witness.
- i) Evidence of player.
- j) Examination of player by the Commissioner/s.
- k) Evidence of player's witness/s.
- l) Examination of player's witness/s by the Commissioner/s.
- m) Cross-examination of player's witness by the Umpire.
- n) Submission by the player based upon the evidence presented.
- o) All people other than the Commissioner shall withdraw to allow the Commissioner to decide whether the charge is proven.
- p) Upon reaching his decision the Commissioner shall recall the person charged.
- q) If the charge is found "not proven" the Commissioner will declare the hearing closed.
- r) If the charge is found "proven" the details of the player's record shall be read.
- s) The player or his representative may take a submission to the Commissioner on the question of penalty.
- t) All parties shall again withdraw to allow the Commissioner to decide on what order is to be made.
- u) The player charged and his representative shall then be readmitted and informed of the decision.

3. Special Notes

- a) Evidence must be taken even if the player pleads guilty.
- b) A plea is always required
- c) Any player who has representation before the Commissioner forfeits any right to question witnesses.
- d) At any time the Commissioner may ask questions of the umpire, player or witness.
- e) Any person who conducts himself disrespectfully to the Commissioner during the hearing of a charge may be dealt with in such manner as the Commissioner in his absolute discretion shall deem fit.
- f) Members of the Media may be admitted at the discretion of the Commissioner.
- g) The SANFL Points System to be used, if the League has adopted the model, when determining a player's penalty



Appendix 11 – Duty of Care Policy

FOR ALL SANFL Community Football LEAGUES & CLUBS WHO CONDUCT JUNIOR COMPETITIONS

This Policy is to be read in accordance with the section 4 of the National Community Football Policy Handbook and the SANFL Community Football Regulation 23.

It is acknowledged that some Clubs do not have sufficient players to fill all Club Junior sides (this is most prevalent in the Regional Clubs) and at times a younger player would benefit from 'playing up a grade' & to assist in making up the numbers for a team.

It is also acknowledged that Clubs, Coaches and Parents have a duty of care when deciding on a player moving up or down a grade. To assist Clubs to undertake reasonable duty of care to protect the younger children from any injury the following policy is considered the appropriate steps to take.

It is important for Clubs to use common sense when making decisions to play a child up a grade, or when from time to time, playing a child who is older, down a grade.

For a child playing up:

It is strongly recommended that the Club designate the Coaches from both grades to determine which child/children are skilled enough and would benefit from playing up, this can be done at the commencement of the season or on the day of a match if required.

The Coach or a senior representative of the Club must seek approval from the child's parents or guardian, such approval must be in writing, deemed to be a Consent Form to ensure the parent or guardian is aware of the potential risk of injury and to show that the Parent/Guardian are supportive of the Child playing up against older children.

The child/children must be appropriately identified during the match, (e.g. a coloured arm band or bib or similar)

The child must also be recognised on the team sheet as an underage player

The player should benefit from the opportunity to play up based on his/her skills and strength.

Coaches should endeavour to match players by age and ability in accordance with the AFL Junior Match Guide

The umpire must be informed of this process and use his/her best endeavours to protect the child

This can only occur for a Child coming from the "top year" of the grade below (moving from U14 to U17 as an example only) or if the club only has one junior competition.

That Leagues on an annual basis discuss with Clubs possible modified rules or the sharing of junior players amongst clubs. Refer the AFL Junior Football Guild. *The AFL recognises that in regional and rural areas the opportunity to conduct competitions with a 2 year age span is not always possible. That reducing player numbers is recommended (9-12 a side).*



For a child playing down:

Clubs must apply to its League for a 'permit' for an over-age player to play down a grade at the beginning of the season, this decision should be made based on the child's size, ability or possible disability.

The Club must agree that the player or players are suitable to play against younger children

The Coaches should endeavour to match players by ability and size on match day

The parents of the younger age group should be informed that there will be an older child on the field

The player is to be noted on the team sheet

The umpire must be made aware by the Coach or the Club of the team of the older child

Special Note:

The SANFL Community Football was required to provide satisfaction to the Marsh Insurance Underwriters that a reasonable 'duty of care' is in place to enable Leagues and Clubs to play children up and down. This is particularly common in country areas where the 3 year competition age bracket is common place. The AFL acknowledges the need within its Junior Football Guide, this allows players to play up for the benefit of the sport, the Club and the Players.

Therefore, SANFL stipulate that the Duty of Care Policy be followed where the age gap is greater than 3 years.



Appendix 12 - Revision History

REVISION HISTORY	
Date – 31 st August 2023	Version 1 of Community Football Rules & Regulations Published.