



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 \$4,000.

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 excess 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 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 Yea, 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.