Community Club Sustainability - Player Payment Rule

NOVEMBER 2026

1. Objectives of the Community Club Sustainability Program

To maintain, support and grow Australian football at the community football level it is important that teams fielded by community Clubs are as strong and well matched as possible. Given the infinite differences in club capacity and capability within leagues and competitions, the Community Club Sustainability Program (CCSP) provides a mechanism which supports financial responsibility in a volunteer-based environment and equalisation measures.

The essence of sport is competition, and the aspiration is to turn up on any given match day with the knowledge that the outcome of the game is uncertain and that any team has a chance of winning. The notion of equalisation in community football competitions is vital as even and fair competitions lead to community interest and engagement.

The definition of equalisation measures in community football refers to mechanisms which are designed to reduce disparities between clubs within competitions leading to community interest and engagement with clubs and competitions.

Equalisation measures provide levels of consideration for clubs with reduced resources, or opportunities to compete on field.

The Objectives of the CCSP - Player Points System (PPS) and the Allowable Player Payments (APP) are to:

1. Reduce the inflationary nature of player payments to ~~r~~educe financial burden on Clubs.
2. Support the role volunteers undertake in managing their Clubs to be financially, culturally and environmentally sustainable.
3. Support the notion of equalisation in community football Competitions.
4. Support the notion that teams be competitive in competitions to enable club spirit and public support.
5. Ensure that Clubs develop and recruit players whilst not obtaining an excessive proportion of the better credentialed players at the expense of the less advantaged Clubs.
6. Allow players to develop and be recognised for their skills in competitions conducted between evenly matched and financially viable Clubs.
7. Promote player loyalty, player retention and junior development.

These objectives are to attract and maintain the interest of players, supporters, officeholders, sponsors and volunteers, all of whom are essential for community football Clubs and competitions.

The philosophy of competition equalisation is accepted in sports all around the world. Professional sporting bodies have accepted practices such as drafts, salary caps, and the like in order to help competitions ensure competitiveness and club sustainability.

Ensuring a club's sustainability financially, culturally and environmentally together with equalisation measures in competitions on field and will enable the game to thrive.

2. Player Payments not to exceed Allowable Player Payments

(a) Subject to any guidelines that may be issued from time to time or in any particular case by the Eastern Football Netball League

(i) a Club shall not in any Football Year, give or provide to or apply for the benefit of, or offer to give or provide to or apply for the benefit of, any Player or any

Associate of a Player any Player Payments or cause or offer to cause any Player Payments to be so given, provided or applied if the aggregate of all the Player Payments given, provided or applied by the Club or any Associate of a Club, would exceed the Allowable Player Payments for that Club for that Football Year; and

(ii) a Person must not engage in conduct in breach of the Allowable Player Payment provisions contained in this Player Payment Rule.

(b) Any conduct in breach of this Rule engaged in:

(i) by a Club Official, Player, servant or agent of a Club; or

(ii) by any other person at the direction or with the knowledge, consent, agreement or authorisation (whether express or implied) of a Club Official, Player, servant or agent of a Club,

shall be deemed for the purposes of this Rule to have also been engaged in by the Club.

(c) For the purposes of this Rule, "knowledge" includes reckless indifference to whether the conduct in question was occurring or not.

3. Determination of Allowable Player Payments

(a) Eastern Football Netball League

(i) May propose from time to time the Allowable Player Payments to apply in any Football Year which must be approved by the CCSP Advisory Group. The Eastern Football Netball League shall propose an increase in Allowable Player Payments using the application form prescribed by AFL Victoria and any increase must be evidenced based consistent with the requirements of the application form.

(ii) Must notify each Club of the amount of the Allowable Player Payments for the forthcoming Football Year(s) no later than 31 August in the Football Year immediately before the commencement of the forthcoming Football Year(s) or such other date before the commencement of the forthcoming Football Year(s) as determined by the [Metropolitan League/Region]. The maximum number of Football Years that can be determined is three (3) years.

For the avoidance of doubt, the Allowable Player Payments can be set no later than 31 August 2026 for the 2027, 2028 & 2029 Football Years.

(iii) Acknowledge that a state-wide Allowable Player Payment limit may be determined by the CCSP Advisory Group.

(iv) A Club may apply to the Eastern Football Netball League for an increase or decrease in the Allowable Player Payments that will apply to that Club in a Football Year and the Eastern Football Netball League Eastern Football Netball League may, , decide to endorse an increase or decrease the Allowable Player Payments for that Club. Any decision of the Eastern Football Netball League must be submitted on the form prescribed by AFL Victoria and approved by the CCSP Advisory Group prior to any announcement by the Eastern Football Netball League any decision shall be final and binding on the Club.

(v) The Eastern Football Netball League may in its absolute discretion take into account one or more of the following factors when determining whether, if at all, to increase or decrease the Allowable Player Payments for a Club following a request from a Club under Rule 3**Error! Reference source not found.**(iii):

(A) the location of the Club's training venue and venue for the Club's home Matches and, in particular, the distance of such venues from any town or city with a large population base;

(B) if the Club has endured significant hardship or lack of on-field success;

(C) if the Club has recently come into existence or merged with another Club; and

(D) if the Club has no or limited under age teams or is otherwise not capable, due to reasons outside of its reasonable control, to develop junior players who will play in the Club's Senior Team.

(vi) (A) Should a round or multiple rounds of fixtured matches be cancelled in a Football League, the Allowable Player Payments for a Club in the relevant Football League shall immediately be recalculated on a pro rata basis of the revised fixtured matches for that season relative to a normal season of fixtured matches.

(B) The Eastern Football Netball League may at their discretion further reduce the Allowable Player Payments for a Club at any stage during a season.

(b) One whole amount

The Allowable Player Payments shall so far as practicable be a gross amount with all margins, payments, expenses and allowances included in one whole amount.

4. Reporting

(a) Player Declaration

(i) If the Club expects that it, or any Associates of the Club, will make Player Payments to a Player and/or Associates of the Player in a Football Year then, within 14 days of that clubs first Match, in each Football Year or such other date as determined by the Eastern Football Netball League the Club must lodge, or procure that the Player lodge, with the Eastern Football Netball League a statement in the form prescribed by the Eastern Football Netball League from time to time and such statement shall:

(A) set out the name of the Player;

(B) set out the total Player Payments which the Club expects that it, or an Associate of the Club, will make to the Player and/or any Associates of the Player in that Football Year, which may be expressed in whole or in part as an amount per Match; and

(C) be signed by the Player and one of the president (or their equivalent), the secretary, treasurer or football manager of the Club,

(ii) If a Player Declaration in respect of a Player has not already been lodged in accordance with Rule 4(a)(i) and the Club or Associate of the Club comes to an agreement, arrangement or understanding with the Player or an Associate of the Player to make any Player Payment to the Player or an Associate of the Player which means that Player Payments received by the Player and any Associate of the Player in the Football Year then, within 7 days of entering the agreement, arrangement or understanding, the Club must lodge, or procure that the Player lodge, with the Eastern Football Netball League a Player Declaration for that Player.

(iii) If a Player Declaration statement is not lodged in accordance with, and within the prescribed times in Rule 4 (a) the Club and the Player to which the Player Declaration relates shall be liable to a sanction.

Sanction: For any non-compliance of Rule 4, a League or Region may apply a monetary sanction up to a maximum of $15,000. In respect of a Player, in addition or alternatively to any monetary sanction, a suspension from playing a Match or Matches, or any sanction detailed at Rule 12 (a) (iii).

(b) Player Payments budget declaration

(i) By no later than 14 days of a clubs first Match in each Football Year or such other date as determined by the Eastern Football Netball League each Club shall lodge with the Eastern Football Netball League a statement in the excel spreadsheet form prescribed by the Eastern Football Netball League from time to time and such statement shall:

(A) set out the name of each person who is expected to be a Player of the Club for that Football Year who:

1. will play a Match in the Senior Team for that Football Year; or

2. either the Player or an Associate of that Player, will receive Player Payments for that Football Year;

(B) set out the total Player Payments which the Club expects that it, or an Associate of the Club, will make in that Football Year;

(C) set out the name of any person who is to be a Player of the Club for that Football Year and also employed or engaged by the Club or an Associate of the Club (including as coach or assistant or specialty coach of the Club) and the details of that employment or engagement, including job description and consideration paid, or to be paid, to the Player for the employment or engagement;

(D) be accompanied by such other documents and information as specified or requested from time to time by the Eastern Football Netball League]; and

(E) be signed (including electronic signature) by the president of the Club (or their equivalent) and one of the secretary, treasurer or football manager of the Club.

(ii) Within 14 days of a request by the Eastern Football Netball League a Club shall provide to the Eastern Football Netball League with an updated statement with the information prescribed in Rule 4(b)(i).

(iii) Upon a request by the Eastern Football Netball League and within 7 days of that request, a Player listed in the Player Payment budget declaration shall provide a signed statutory declaration

(A) confirming that they will receive no payment or

(B) in relation to information or details concerning or relating to any payments promised, given or provided to, or applied for the benefit of the Player or any Associate of the Player, by the Club or any Associate of the Club.

(iv) If:

(A) the Club lodges a statement under Rule 4(b)(i) which shows that the amount or value of all Player Payments that are budgeted to be given to

or applied in the Football Year by the Club or Associates of the Club for the benefit of Players and the Associates of the Players of the Club is greater than 80% of the Allowable Player Payments; and

(B) the Player Payments made, or budgeted to be made, by the Club or Associates of the Club for the benefit of Players and the Associates of the Players of the Club increases by 10% or more of the amount set out in the statement lodged under Rule 4(b)(i). or

(C) there is a material increase in the amount or value of all Player Payments that are budgeted to be given to or applied in the Football Year by the Club or Associates of the Club for the benefit of Players and the Associates of the Players of the Club,

the Club must immediately provide the Eastern Football Netball League with an updated statement with the information prescribed in Rule 4(b)(i).

(v) A Club who does not complete and lodge the statement or updated statement within the prescribed time in Rule 4(b)(i) 4(b)(ii) or 4(b)(iii) shall be liable to a sanction.

Sanction: For any non-compliance of Rule 4, a League or Region may apply a monetary sanction up to a maximum of $15,000. In respect of a Player, in addition or alternatively to any monetary sanction, a suspension from playing a Match or Matches, or any sanction detailed at Rule 12 (a) (iii).

(c) Player Payments final declaration

(i) By no later than 31 October after the conclusion of each Football Year or at such other times as requested by the Eastern Football Netball League each Club shall lodge with the Eastern Football Netball League a statement in the excel spreadsheet form prescribed by the Eastern Football Netball League from time to time and such statement shall:

(A) disclose all of the Players of the Club for the relevant Football Year who received or will receive, or any Associate of that Player received or will receive, Player Payments for the relevant Football Year;

(B) identifies all of the Players who participated in the Club's Senior Team;

(C) disclose the total Player Payments for the relevant Football Year (including any Player Payments which have been committed in respect of the Football Year but have not yet been paid to the relevant Player or Associate of the Player);

(D) disclose any Player who was employed or engaged by the Club or an Associate of the Club (including as coach or assistant or specialty coach of the Club) during the relevant Football Year and the details of that employment or engagement, including job description and consideration paid, or to be paid, to the Player for the employment or engagement.

(E) be accompanied by such other documents and information as specified or requested from time to time by the Eastern Football Netball League and

(F) be signed (including electronic signature) by the president of the Club (or their equivalent) and one of the secretary, treasurer or football manager of the Club.

(ii) Upon a request by the Eastern Football Netball League and within 7 days of that request, a Player listed in the Player Payment final declaration shall provide a signed statutory declaration

(A) confirming that they received no payment or

(B) in relation to information or details concerning or relating to any payments promised, given or provided to, or applied for the benefit of the Player or any Associate of the Player, by the Club or any Associate of the Club.

(iii) If a statement is not lodged in accordance with, and within the prescribed times in, Rule 4(c)(i),or 4(c) (ii) the Club shall be liable to a sanction.

Sanction: For any non-compliance of Rule 4, a League or Region may apply a monetary sanction up to a maximum of $15,000. In respect of a Player, in addition or alternatively to any monetary sanction, a suspension from playing a Match or Matches, or any sanction detailed at Rule 12 (a) (iii).

4.2 Compliance Officer

(i) Appointment of Compliance Officer

The Eastern Football Netball League may from time to time appoint an AFL Victoria accredited Compliance Officer. The Compliance Officer may review the lodgement of documents lodged under this Rule 4 or such other powers conferred upon or delegated to them by the Eastern Football Netball League

5. Integrity Officer

(a) Appointment of Integrity Officer

The Eastern Football Netball League may from time to time appoint an Integrity Officer. The Integrity Officer may exercise any of the powers conferred upon them under these Rules or such other powers conferred upon or delegated to them by the Eastern Football Netball League.

(b) No false or misleading information

No Person shall provide to the Integrity Officer or the Eastern Football Netball League (including under Rule 4, 6 and 7) any statement or information which is in any respect false or misleading or likely to mislead.

Sanction: A monetary sanction up to a maximum of $15,000. In respect of a Player, in addition or alternatively to any monetary sanction, a suspension from playing a Match or Matches, or any sanction detailed at Rule 12 (a) (iii).

6. Clubs to do all things necessary to assist Integrity Officer

(a) Full and free access

Each Club shall permit the Integrity Officer to have full and free access to:

(i) any premises occupied by or in the control of the Club;

(ii) copies of all financial statements (including bank statements) relating to the Club and all cheques issued and financial transfers made by or on behalf of or for the benefit of the Club together with copies of all cash payments journals and other accounts kept by or for the Club; and

(iii) such books, files, documents, records, articles or things in the possession or control of the Club or any person or entity controlled by the Club as the Integrity Officer believes may be relevant to their enquiries,

and the Club shall provide the Integrity Officer with a copy, including electronic copy, of any of the items referred to in paragraphs (ii) and (iii) above within 7 days' of a request from the Integrity Officer.

Sanction: A monetary sanction up to a maximum of $15,000. In respect of a Player, in addition or alternatively to any monetary sanction, a suspension from playing a Match or Matches, or any sanction detailed at Rule 12 (a) (iii).

(b) Provision of information

Upon a request by the Integrity Officer and within 7 days of that request, a Club shall provide to the Integrity Officer such information or details concerning or relating to any payments promised, given or provided to, or applied for the benefit of a Player or any Associate of a Player, by the Club or any Associate of the Club.

Sanction: A monetary sanction up to a maximum of $15,000. In respect of a Player, in addition or alternatively to any monetary sanction, a suspension from playing a Match or Matches, or any sanction detailed at Rule 12 (a) (iii).

(c) Attendance before Integrity Officer

(i) Each Club shall within 7 days of a request by the Integrity Officer procure and ensure the attendance before the Integrity Officer of a Player, any Associate of a Player or any Associate of a Club, including without limitation any director, Club Officer, servant, agent, supporter, sponsor or financial contributor to the Club and the Club shall ensure that such person or persons:

(A) fully co-operates with the Integrity Officer;

(B) fully and truthfully answers any questions asked by the Integrity Officer; and

(C) provides any document in his, her or its possession or control as requested by the Integrity Officer.

(ii) Where a Player, any Associate of a Player or any Associate of a Club including without limitation any director, Club Officer, servant, agent, supporter, sponsor or financial contributor to the Club, fails to attend before the Integrity Officer, fails to fully co-operate with the Integrity Officer or otherwise fails to comply with any of the requirements under Rule 6(c)(i), the Club shall be liable to a sanction.

Sanction: A monetary sanction up to a maximum of $15,000. In respect of a Player, in addition or alternatively to any monetary sanction, a suspension from playing a Match or Matches, or any sanction detailed at Rule 12 (a) (iii).

7. Players to assist Integrity Officer

(a) Full and free access to Players' records

Each Player shall permit, and procure that any Associate of a Player permits, the Integrity Officer to have full and free access to such of the Players' books, files, documents, records, articles or things as the Integrity Officer believes may be relevant to their enquiries and the Player shall provide, and procure that any Associate of a Player provides, the Integrity Officer with a copy, including electronic copy, of any of the items referred to in this paragraph within 7 days' of a request from the Integrity Officer.

Sanction: A monetary sanction up to a maximum of $15,000. In respect of a Player, in addition or alternatively to any monetary sanction, a suspension from playing a Match or Matches, or any sanction detailed at Rule 12 (a) (iii).

(b) Companies, trusts and accounts

Without limiting the foregoing each Player shall provide or ensure that any Associate of a Player and any other relevant person provides to the Integrity Officer within 7 days of any request:

(i) full and complete details of any and all companies in respect of which the Player or any Associate of a Player is a shareholder or otherwise entitled to the benefits which normally accrue to a shareholder or where there is any contract, agreement, arrangement or understanding for the Player to acquire a shareholding or rights akin to a shareholding or where the Player or any Associate of a Player is in a position to control or direct any votes which may be cast either at a general meeting of the company or a meeting of the board of directors of the company;

(ii) full and complete details of any and all trusts in respect of which the Player or any Associate of a Player holds a power of appointment or is a trustee, a primary, general or other beneficiary (discretionary or otherwise) or where the Player or any Associate of a Player holds any units or is legally or beneficially interested in any person or entity which holds any units in any unit trust;

(iii) full and complete details of all and any partnerships or joint ventures in which the Player or any Associate of a Player has a legal or beneficial interest;

(iv) satisfactory evidence of all income earned or otherwise received by or on behalf of the Player or any Associate of a Player for any period up to three (3) years;

(v) full and complete details of each and every account with any bank, building society, credit union or other financial institution held by or conducted on behalf of the Player or any Associate of a Player including copies of all statements in relation thereto; and

(vi) full and free access (with the right to make copies) to the books, files, papers, documents, records, articles or things of any manager or financial or other adviser of the Player or any Associate of a Player.

Sanction: A monetary sanction up to a maximum of $15,000. In respect of a Player, in addition or alternatively to any monetary sanction, a suspension from playing a Match or Matches, or any sanction detailed at Rule 12 (a) (iii).

(c) Provision of information

(i) Upon a request by the Integrity Officer and within 7 days' of that request, a Player shall provide to the Integrity Officer such information or details concerning or relating to any payments promised, given or provided to, or applied for the benefit of the Player or any Associate of the Player, by the Club or any Associate of the Club.

Sanction: A monetary sanction up to a maximum of $15,000. In respect of a Player, in addition or alternatively to any monetary sanction, a suspension from playing a Match or Matches, or any sanction detailed at Rule 12 (a) (iii).

(ii) Upon a request of the Integrity Officer and within 7 days' of that request, a Player shall provide a signed statutory declaration in relation to information or details concerning or relating to any payments promised, given or provided to, or applied for the benefit of the Player or any Associate of the Player, by the Club or any Associate of the Club.

Sanction: A monetary sanction up to a maximum of $15,000. In respect of a Player, in addition or alternatively to any monetary sanction, a suspension from playing a Match or Matches, or any sanction detailed at Rule 12 (a) (iii).

(d) Player to ensure attendance of persons

(i) Within 7 days' of a request by the Integrity Officer each Player will attend, and will procure and ensure the attendance of any Associate of a Player, before the Integrity Officer. The Player shall ensure that they and each such person:

(A) fully co-operates with the Integrity Officer;

(B) fully and truthfully answers any questions asked by the Integrity Officer; and

(C) provides any document in their possession or control as requested by the Integrity Officer.

(ii) Where the Player or any Associate of a Player fails to attend before the Integrity Officer, fails to fully co-operate with the Integrity Officer or otherwise fails to comply with any of the requirements under Rule 7(d)(i), the Player shall be liable to a sanction.

Sanction: A monetary sanction up to a maximum of $15,000. In respect of a Player, in addition or alternatively to any monetary sanction, a suspension from playing a Match or Matches, or any sanction detailed at Rule 12 (a) (iii).

(e) No breach of statute

Each of the powers, requirements and obligations hereinbefore set out shall be read and construed so as not to infringe or breach any statute or law and shall be limited or severed to the extent that any statute or law requires.

8. Determination of payments

(a) Extent of Player Payments

The Integrity Officer or the Eastern Football Netball League may determine that the value of all or any part of any payment, consideration, advantage or other benefit given or provided to, or applied for the benefit of, a Player or an Associate of a Player by or at the direction of a Club or any Associate of a Club, or pursuant to any contract, agreement, arrangement or understanding between a Club, an Associate of a Club, and a Player or an Associate of a Player, constitutes a Player Payment for the purpose of these Rules.

(b) Payments to be included if explanation unsatisfactory

The Eastern Football Netball League or the Integrity Officer may seek an explanation from a Club or a Player as to the nature of any payment made by or on behalf of the Club or an Associate of the Club in relation to a Player or an Associate of a Player. In the event that the Club or Player (as applicable) fails to explain the payment to the satisfaction of the Eastern Football Netball League or the Integrity Officer then the Eastern Football Netball League Integrity Officer may deem such payment to be a Player Payment to a Player of the Club for the purposes of these Rules.

(c) Eastern Football Netball League may issue guidelines

The Eastern Football Netball League may from time to time issue guidelines as to the application of the Allowable Player Payments provisions in this Player Payment Rule and valuation of Player Payments, provided those guidelines are not inconsistent with the Rules.

(d) Rulings

A Club may at any time submit to the Eastern Football Netball League true, complete and accurate particulars of all payments, consideration, advantages or other benefits given, provided or applied or proposed to be given, provided or applied to or for the benefit of a Player and/or any Associate of a Player with a request that the Eastern

Football Netball League issue a ruling as to whether such payments, consideration, advantages or other benefits constitute Player Payments and as to their value for the purposes of these Rules. Any ruling of the Eastern Football Netball League

must be submitted on the form prescribed by AFL Victoria and approved by the CCSP Advisory Group prior to any announcement by the Eastern Football Netball League and any ruling shall be final and binding on the Club.

9. Integrity Review

(a) Player Payment integrity reviews may only be conducted by AFL Victoria Accredited CCSP Integrity Officers.

(b) Eastern Football Netball League shall initiate integrity reviews into possible breaches of the Player Payment Rules. A Eastern Football Netball League must select both competing Grand Final Senior teams for an integrity review, except where rule 9(c) is applied,

(c) Where a Grand Final Senior team is not selected for a integrity review under Rule 9(b), a Eastern Football Netball League must initiate a integrity review into another team in that same competition.

(d) A Eastern Football Netball League may also initiate a Player Payment integrity review for any club following:

(i) Voluntary disclosure by a Club.

(ii) Assessment of a Club's Player Payment budget or final declaration and identification of anomalies.

(iii) Assessment of a Player or Players' Declarations and identification of anomalies.

(iv) Assessment of a Club's Player Payment budget or final declaration and Player Declarations and identification of anomalies.

(v) Assessment of the evidence provided of an alleged Player Payment breach by an affiliated club (as referred to in Rule 9 (g).

(e) A Eastern Football Netball League may randomly select Clubs for an integrity review without any allegation of possible breaches of the Player Payment Rules for the purpose of checking for compliance with the Player Payment Rules.

(f) An integrity review under the Player Payment Rules may be initiated and conducted at any stage during the year.

(g) A Eastern Football Netball League member Club may lodge a notice in writing with Eastern Football Netball League outlining the particulars of an alleged breach in the Player Payment Rule by a Eastern Football Netball League Club or Player

(i) The affiliated club or league lodging the notice must provide supporting evidence of the alleged breach.

(ii) A sum of $2,500 must accompany the notice which shall be fully refundable by the Eastern Football Netball League should the allegation not be deemed frivolous or vexatious. If the allegation is deemed frivolous or vexatious, the Eastern Football Netball League may retain all or part of the sum at their absolute discretion.

(iii) The Eastern Football Netball League shall within 7 days of receipt determine if the allegation is to be referred to a integrity review. The decision of the Eastern Football Netball League will be final and binding.

10. Laying of charge

(a) Eastern Football Netball League may lay charge

If the Eastern Football Netball League suspects that any Person has or may have engaged in conduct in breach of the Allowable Player Payments provisions or otherwise in breach of this Player Payment Rule, the Eastern Football Netball League lay a charge against:

(i) where the Person is a Club or Player, the Club or Player;

(ii) where Rule 2(b) applies, the Club.

(b) Notice of charge and hearing

Where a charge is laid under Rule 10, the Eastern Football Netball League shall give notice of the charge to each Club and Player charged and the Player Payments Disciplinary Committee appointed to hear the charge. The Eastern Football Netball League may offer an Early Guilty Plea under Rule 10(d) or may refer the notice of charge directly to the Player Payments Disciplinary Committee and shall fix a time and date for a hearing of the charge by the Player Payments Disciplinary Committee and inform each member of the Player Payments Disciplinary Committee and each Club and Player charged of those particulars at least 7 days before the date for the hearing

(c) Statement of grounds

(i) A notice of charge under Rule 10 shall be accompanied by a statement of the grounds for the laying of the charge as detailed in the relevant Integrity Officer report.

(ii) The grounds for the laying of the charge shall constitute sufficient reasons for the Player Payments Disciplinary Committee to declare the charge sustained, unless the Club or Player charged discharges the burden of proof referred to in Rule 11(h).

(d) Early Guilty Plea may be offered

(i) Subject to Rule 10 (f), where a Person has been issued a notice of charge , that Person may enter an Early Guilty Plea in relation to the notice of charge and accept the Early Guilty Plea penalty prescribed by Eastern Football Netball League in the notice of charge or elect to contest the notice of charge, by no later than 48 hours after receipt of the charge, or such other time as the Eastern Football Netball League determines

(e) Proceed to Player Payments Disciplinary Committee hearing

(i) If a Person elects to contest a notice of charge issued under Rule 10 then the must refer the matter to the Player Payments Disciplinary Committee

(ii) If a Person fails to respond to a notice of charge issued under Rule 10 then the Eastern Football Netball League may:

(A) refer the matter to the Player Payments Disciplinary Committee to be dealt with in accordance with Rule 10 (g) or

(B) apply the Early Guilty Plea penalty without referring the matter to the Player Payments Disciplinary Committee

(f) Early plea not available

If a notice of charge is referred directly to the Player Payment Disciplinary Committee in accordance with Rule 10 a relevant Person may not enter an Early Guilty Plea.

(g) Player Payments Disciplinary Committee

(i) The Eastern Football Netball League shall from time to time appoint persons to a body to be known as the Player Payments Disciplinary Committee.

(ii) Any charge laid by the Eastern Football Netball League under this Player Payment Rule may be heard and determined by the Player Payments Disciplinary Committee.

(iii) The Player Payments Disciplinary Committee shall consist of 3 persons, being:

(A) A person nominated by the Eastern Football Netball League who shall be the chairperson of the Player Payment Disciplinary Committee; and

(B) two other persons nominated by the Eastern Football Netball League

(iv) A person shall not be appointed to the Player Payments Disciplinary Committee to hear a charge if that person:

(A) has been a Club Official of a Club; or

(B) has been a Player of a Club,

in the twenty four months preceding the appointment.

(h) Eastern Football Netball League may vary time and place of hearing

The Eastern Football Netball League may vary the time or place specified under Rule 10, and the Eastern Football Netball League shall give to each member of the Player Payments Disciplinary Committee and each Club and Player charged at least 3 days' written notice of any such variation

(i) Disciplinary Officer

(i) The Eastern Football Netball League may from time to time, appoint one or more Disciplinary Officers who may:

(A) assist with the assessment of an alleged notice of charge.

(B) advise the Player Payments Disciplinary Committee of the particulars of a notice of charge.

(C) make submissions in relation to a notice of charge.

(D) respond to any matters put in defence in relation to a notice of charge

(E) ask questions of any Person appearing before the Player Payments Disciplinary Committee hearing.

(F) where necessary or desirable in the interests of general justice and fairness, call any Person to give evidence before the Player Payments Disciplinary Committee hearing; and

(G) address the Player Payments Disciplinary Committee hearing prior to the final submissions of any Person

11. Hearing by Player Payments Disciplinary Committee

(a) Conduct of hearing

At the time and place referred to in the notice of charge, or as varied under Rule 10(h), the Player Payments Disciplinary Committee shall conduct a hearing into the matters the subject of the charge.

(b) Informal

The hearing shall be conducted with as little formality and technicality, and with as much expedition, as a proper consideration of the matters before the Player Payments Disciplinary Committee permits.

(c) Rules of evidence not to apply

The Player Payments Disciplinary Committee is not bound by the rules of evidence or by practices and procedures applicable to courts of record but may inform itself of any matter in such manner as it thinks appropriate.

(d) Procedure

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

(e) Procedural fairness

At any hearing conducted under Rule 11(a), the Player Payments Disciplinary Committee shall:

(i) provide to every Club and Player charged an opportunity to be heard and to be represented by any person who shall not be a Legal Practitioner; and

(ii) hear and determine the matter before it in an unbiased manner.

(f) Statement of grounds prima facie evidence

The statement of grounds and any report prepared by the Integrity Officer shall be prima facie evidence of the matter or matters therein contained, provided that a copy of the statement of grounds and report has been provided to any Club and Player charged prior to the commencement of the hearing.

(g) Standard of proof

The Player Payments Disciplinary Committee shall decide any charge laid under Rule 10 on the balance of probabilities whether a Club or Player has or has not engaged in the alleged conduct.

(h) Onus of proof

A Club or Player charged by the Eastern Football Netball League under Rule 10 shall bear the onus of establishing on the balance of probabilities that the alleged conduct was not engaged in.

(i) Decision

(i) At the conclusion of its hearing, the Player Payments Disciplinary Committee may:

(A) declare the charge sustained and may impose a sanction as provided for under Rule 12;

(B) declare the charge dismissed; or

(C) adjourn the hearing to a fixed date or indefinitely.

(ii) Any decision of the Player Payments Disciplinary Committee under this Rule is final and binding, subject to any appeal under Rule 12.

(j) No reasons

The Player Payments Disciplinary Committee shall not be obliged to give reasons for a decision under Rule 11(i).

(k) Validity of hearing

Where there is any procedural irregularity in the manner in which a matter has been brought before the Player Payments Disciplinary Committee, the Player Payments Disciplinary Committee may still hear and determine the matter unless it is of the opinion that the irregularity has caused or may cause injustice if the matter was heard.

12. Sanctions

(a) Imposition of sanctions

(i) Subject to Rule 12(a)(ii), the Player Payments Disciplinary Committee may impose any sanction on any Club or Player contravening this Player Payment Rule that, in their absolute discretion they think fit.

(ii) Where a Rule provides for a maximum sanction, the Player Payments Disciplinary Committee must not impose any sanction on a Club or Player for contravening that Rule that is in excess of the maximum sanction set for a breach of that Rule. For the avoidance of doubt, no maximum sanction is specified for a breach of Rule 2.

(iii) Without limiting the ordinary and legal meaning of any of the words in Rule 12(a)(i), if a Club or Player contravenes this Player Payment Rule the Player Payments Disciplinary Committee may do one or more of the following:

(A) impose no sanction on the Club or Player;

(B) reprimand the Club or Player;

(C) impose a monetary sanction on the Club or Player including the offending Club or Player pay all or part of the costs of the integrity review;

(D) order that a Club has forfeited the right to register as a Player of the Club the Player or any of the Players to whom the conduct relates for an unlimited period or for a specified period of time;

(E) order that a Club has forfeited the right to employ or engage or register as a Club Official of the Club a Club Official involved in the conduct for an unlimited period or for a specified period of time;

(F) order that a Player has forfeited the right to play for, or be a registered Player of, any Club for an unlimited period or for a specified period of time;

(G) order that no club shall for such period as the Player Payments Disciplinary Committee may determine permit or allow a person to occupy any office or perform any functions (including without limitation attendance at matches and training sessions) for or on behalf of a club;

(H) declare, in respect of a Club, the loss of or ineligibility to receive Premiership Points for past or future Matches in which a team or teams of the Club participated or will participate;

(I) declare, in respect of a Club, the loss of or ineligibility to receive Total Team Points for past, current or future Football Years;

(J) in respect of a Club, relegate any of the Club's teams to a competition or league in a lower division to the division that the team is currently competing in; and

(K) impose a sanction on any terms or conditions seen fit.

(b) Matters that may be taken into account regarding sanctions

Without limiting the ordinary and legal meaning of any of the words in Rule 12(a) the Player Payment Disciplinary Committee may, in its absolute discretion take into account one or more of the following factors when determining what sanction, if any, to impose on a Club or Player for any contravention of this Player Payment Rule:

(i) whether, and if so to what extent, the Club authorised the conduct;

(ii) whether, and if so to what extent, the Club benefitted from the conduct;

(iii) whether the conduct was intended or likely to have the effect of enabling the Player to play with a particular Club;

(iv) the period of time over which the conduct occurred;

(v) any prior contraventions of this Rule;

(vi) whether, and if so to what extent, the Club or Player has provided substantial assistance to the Eastern Football Netball League which results in the Eastern Football Netball League discovering or establishing a contravention of this Player Payment Rule; and

(vii) whether the Club or Player had knowledge of the breach and/or wilfully engaged in the breach.

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

The Eastern Football Netball League may excuse any Club or Player in whole or in part from any liability under this Player Payment Rule in consideration of that Club's or Player's co-operation and assistance in establishing a breach of these Rules by any other Club or Player.

13. Appeal

(a) A Club or Player may appeal to the AFL Victoria Appeal Board in respect of a determination by the Player Payments Disciplinary Committee under this Player Payment Rule in respect of a charge laid against that Club or Player

(b) by:

(i) making payment to AFL Victoria of any applicable appeal fee; and

(ii) submitting a notice of appeal to AFL Victoria (in any form prescribed by AFL Victoria), on one or more of the following grounds:

(A) that there was an error of law that had a material impact on the decision.

(B) that the decision was so unreasonable that no Player Payments Disciplinary Committee acting reasonably could have come to that decision having regard to the evidence before it; or

(C) that the sanction imposed was manifestly excessive,

no later than 5 pm on the day following the decision of the Player Payments Disciplinary Committee.

(c) The Eastern Football Netball League may appeal to the AFL Victoria Appeal Board in respect of a determination of the Player Payments Disciplinary Committee under this Player Payment Rule within the time and on one or more of the grounds referred to in Rule 13(a) or on the ground that the sanction imposed was manifestly inadequate.

(d) Any appeal shall be made via the AFL Victoria Football Operations Manager consistent with the Appeal provisions contained at Section 26 of the AFL National Community Football Policy Handbook and heard by a panel appointed by AFL Victoria, with any appeal process to be administered by written submission by relevant parties to the appeal with no hearing.

14. Rule paramount

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

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

All other rules of the Eastern Football Netball League] relating to or impacting on Premiership Points, the Final Premiership Ladder and Total Team Points shall be read subject to and as including any sanctions imposed by the Player Payments Disciplinary Committee under Rule 12.

16. Relevant Definitions

In this Player Payment Rule, unless there is something in the subject or context inconsistent therewith, the following expressions will have the following meanings:

Allowable Player Payments means the amount from time to time determined by the Eastern Football Netball League as the maximum aggregate amount or value of all Player Payments that may be given to or applied in any Football Year for the benefit of Players with each Club and the Associates of a Player of the Club.

Associate of a Club includes any of the following:

(a) a Club Official;

(b) a sponsor, member, supporter or financial contributor of the Club;

(c) a body corporate which is related to the Club within the meaning of s. 50 of the *Corporations Act 2001* (Cth), and any director, secretary or other officer of a related body corporate;

(d) a partner of the Club or a partnership in which the Club is a member;

(e) a trustee of a trust estate where the Club, or another person who is an associate of the Club by virtue of another sub-paragraph of this definition, benefits or is capable (whether by the exercise of a power of appointment or otherwise) of benefiting under the trust, either directly or through any interposed companies, partnerships or trusts;

(f) a body corporate:

(i) in which the Club, or a person who is an associate of the Club by virtue of another sub-paragraph of this definition, has a direct or indirect beneficial interest in shares in the body corporate, or an 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;

(ii) where the body corporate is, or its directors are, accustomed or under an obligation, whether formal or informal, to act in accordance with the directions,

instructions or wishes of the Club or of another person who is an associate of the Club by virtue of another sub-paragraph of this definition; or

(iii) the Club is, or persons who are associates of the Club by virtue of another sub-paragraph of this definition are, in a position to cast, or control the casting of, more than 50% of the maximum number of votes that might be cast at a general meeting of the body corporate.

(g) 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 includes any of the following:

(a) any relative of the Player;

(b) the spouse or partner (legal or defacto) of the Player or any of his or her relatives;

(c) a body corporate where:

(i) the Player or a person referred to in sub-paragraph (a) or (b) has, or two or more such persons together have, a direct or indirect beneficial interest in shares in the body corporate, or an entitlement thereto, where the nominal value of those shares is not less than 10% of the nominal value of all issued shares of the corporation falling within the same class;

(ii) the body corporate is, or the directors are, accustomed or under an obligation, whether formal or informal, to act in accordance with the directions, instructions or wishes of the Player, or of another person or body corporate who or which is an associate of the Player by virtue of another sub-paragraph of this definition; or

(iii) the Player is, or a person or persons who are associates of the Player by virtue of another sub-paragraph of this definition is or are, in a position to cast or control the casting of, more than 50% of the maximum number of votes that might be cast at a general meeting of the body corporate;

(d) a body corporate which is related to a corporation referred to in sub-paragraph (c) above within the meaning of s. 50 of the *Corporations Act 2001* (Cth);

(e) a director, secretary, or officer of a corporation referred to in sub-paragraph (c) or (d) above;

(f) a partner of the Player of any partnership which the Player or any person referred to in sub-paragraphs (a), (b), (c) or (d) above is a member;

(g) a trustee of a trust estate where the Player, or another person who is an associate of the Player by virtue of another sub-paragraph of this definition, benefits or is capable (whether by the exercise of a power of appointment or otherwise) of benefiting under the trust, either directly or through any interposed companies, partnerships or trusts;

(h) any person who is or was acting, or who proposes to act, on behalf of or in concert with the Player.

CCSP Advisory Group shall be appointed annually as a collaboration of Metropolitan Leagues, Country Regions and AFL Victoria to support, guide and determine matters relevant to the function of the CCSP under delegated authority of Metropolitan Leagues and Country Regions.

Club means a football club which participates in a Football League.

Club Officer means an 'officer' (as defined in the *Corporations Act 2001* (Cth)) of a Club and without limitation shall include the president, chairman, vice president, vice chairman, general manager, chief executive, football manager, coach, assistant coach, specialist coach, any

director or committee member of the Club and any servant or agent who makes or participates in the making of decisions that affect the whole, or a substantial part, of the business of the Club.

Club Official means:

(a) any Club Officer, employee (excluding Players), servant or agent of a Club; or

(b) any other person, whether volunteer or paid, who is engaged by a Club or engaged by a contractor or sub-contractor of a Club:

(i) to work with, treat, advise or assist a Player or the football operations of a Club; or

(ii) to at any time undertake official duties for the Club in connection with the playing of a Match.

conduct in breach of the Allowable Player Payments provisions means conduct which has the purpose or has or is likely to have the effect of contravening, circumventing or evading the operation of the Allowable Player Payments provisions in these Rules and, without limiting the foregoing, includes:

(a) conduct in contravention of this Player Payment Rule;

(b) entering into, making or being a party to any agreement, arrangement, understanding, promise or undertaking, whether express or implied and whether or not enforceable or intended to be enforceable, or entering into or carrying out any scheme, plan, proposal, action, course of action or course of conduct which has the purpose or which would have or would be likely to have the effect of:

(i) contravening, circumventing or evading the operation of the Allowable Player Payments provisions in these Rules; or

(ii) offering or paying to a Player or an Associate of a Player benefits in cash or kind which would result or would be likely to result in the Allowable Player Payments limit of a Club being exceeded.

Final Premiership Ladder means the ranking of Clubs in a Football League as determined by the Eastern Football Netball League at the conclusion of the final series of Matches for a Football Year taking into account any sanctions imposed under this Player Payment Rule.

Football League means an Australian Football league or competition controlled by the Eastern Football Netball League

Football Year means the twelve month period commencing on 1 November in one year and concluding on 31 October in the next year.

Integrity Officer means any person from time to time appointed by the Eastern Football Netball League to that position. A reference to the Integrity Officer in these Rules shall include a reference to any person or persons appointed by the Integrity Officer to act on their behalf.

Legal Practitioner means a person duly qualified to be admitted or who has previously been admitted to practice as a barrister and/or solicitor.

Match means any football Match played between or directly or indirectly involving any Club including without limitation any practice Match, trial Match, representative Match or exhibition Match.

Metropolitan League means Eastern Football Netball League

Person includes a Club, Player, Club Official, servant or agent of a Club, trainer, runner, medical officer, employee, independent contractor or volunteer of a Club.

Player means save as otherwise provided a person who is registered to play for the Club, including any person who is registered to compete in any of the Club's under age teams during the relevant Football Year.

Player Declaration has the meaning given to it in Rule 4(a).

Player Payments Disciplinary Committee means the independent disciplinary committee appointed pursuant to Rule 10.

Player Payments means in respect of a Player, any payment, consideration, award, advantage, advance, bonus, fringe benefit, remuneration, salary, superannuation benefit, property or other rights or benefit directly or indirectly given or provided to, or applied for the benefit of, the Player or any Associate of the Player and which:

(a) relates in any way to, or which is connected with, the Player's past, present or future services with a Club as a football player, or any agreement, arrangement or understanding for the Player to join a Club or to refrain from joining a Club; or

(b) is so given, provided or applied by a Club, or by any Associate of a Club, unless the Player, the Club or the Associate of a Club proves to the satisfaction of the Integrity Officer that the payment, consideration, advantage or benefit was paid, given or provided to the Player, or applied for the benefit of the Player or any Associate of a Player, in consideration of bona fide:

(i) employment with the Club or the Associate of a Club; or

(ii) provision of services to the Club or the Associated of a Club,

not falling within sub-paragraph (a), rendered by the Player.

Premiership Points means the points awarded to a Club during home and away Matches.

Senior Team means a team fielded by a Club in the Senior competition including all persons selected as interchange Players in such team

Underage Player means any Player who is eligible to compete in any of the Club's under age teams during the relevant Football Year.