



**AFLPA Regulations
Governing
Accredited Agents**

As of 8 January 2020

1. Introduction

- 1.1. The AFL Players' Association is empowered to make regulations governing agents, who act for AFL Players, to:
 - 1.1.1. provide agents with a mechanism by which they may be officially recognised as appropriately qualified to carry on the business of an agent;
 - 1.1.2. improve and maintain the quality, competence and professionalism of agents through an Accreditation scheme;
 - 1.1.3. overall, benefit Players and the AFL Competition generally by enabling the Players to have access to a list of agents, who receive and maintain accreditation.
- 1.2. The AFL Players' Association is empowered to delegate its powers to a Board to act in accordance with these Regulations, administer the Accreditation and Reaccreditation process and generally govern the conduct of agents.
- 1.3. Subject to these Regulations, Players who wish to use an agent to represent them in contract negotiations with an AFL Club must use an Accredited Agent.

2. Interpretation

2.1. Definitions

In these Regulations, unless the contrary intention appears:

“**Accredited Agent**” means an agent or representative of a Player who has received Accreditation and, as required, maintained Accreditation under these Regulations to represent a Player in contract negotiations with an AFL club and who may also provide any of the services listed in **clause 4.3**;

“**Accreditation**” means accreditation in accordance with clause 6;

“**AFL**” means Australian Football League ABN 97 489 912 318;

“**AFL Commission**” means the Commission appointed pursuant to the Articles of Association of the AFL or its nominee;

“**AFL Contingency**” means any contingency related to or in any way connected with the AFL, the AFL Competition or any other Australian Football competition;

“**AFL Official**” means any employee, servant or agent of the AFL having official duties in connection with a Match, the AFL Competition, the AFLW Competition or the AFL Rules & Regulations;

“**AFL Rules & Regulations**” means any rule, regulation, code, agreement or guideline made by the AFL that relates to the administration of the AFL Competition or the AFLW Competition and includes without limitation the Player Rules (including the AFL Anti-Doping Code), the AFL Regulations, the CBA and the AFL Standard Player Contracts.

“**AFLPA**” means the Australian Football League Players Association Inc.;

“AFLPA Rules and Regulations” means all the rules and regulations of the AFLPA other than these Regulations;

“Agents’ Board” means the AFL Players’ Association Agents’ Accreditation Board referred to in clause 3;

“Appeal” means an appeal of a decision of the Agents’ Board, lodged pursuant to clause 11;

“Applicant” means an applicant for Accreditation or Reaccreditation in accordance with clause 6;

“Approved Deposit-Taking Institution” means corporations which are authorised under the [Banking Act 1959](#), including banks, building societies and credit unions;

“Associate” means a person engaged by or contracted by the Accredited Agent, an entity or organisation for whom the Accredited Agent works, or an entity or organisation in which the Accredited Agent has a financial interest;

“Associate of a Club” has the same meaning as in Rule 1.1 of the Player Rules;

“CBA” means an AFL/AFLPA Collective Bargaining Agreement negotiated and agreed by the AFL and the AFLPA from time to time which is binding on the AFL, Clubs, AFLPA and AFL and/or AFLW Players;

“Chairman” means the Chairman of the Agents’ Board who shall be the General Manager of Legal & Player Affairs of the AFLPA as appointed from time to time;

“Code of Conduct” means the Accredited Agents’ Code of Conduct set out in the Schedule to these Regulations or as amended by the Agents’ Board from time to time;

“Club” means a football Club which has the right of representation in the AFL pursuant to the Articles of Association of the AFL;

“Conduct” includes any conduct deemed under these Regulations to be the conduct of the Accredited Agent;

“Continued Professional Development” means the minimum amount of professional development required to be completed by Accredited Agents over the previous financial year to maintain Accreditation in accordance with clause 6;

“Delegate” means the person appointed by the Chairman to exercise the powers of the Chairman from time to time;

“Draft” has the same meaning as in Rule 1.1 of the Player Rules;

“Exchange of a Player” has the same meaning as in the Player Rules;

“Grievance Tribunal” has the same meaning as in the Schedule to the CBA;

“Guidelines” means any explanatory document produced by the Agents’ Board to these Regulations and/or Code of Conduct from time to time;

“Investigation” means an investigation conducted in accordance with clause 7 of these Regulations;

“Investigator” means any person or persons appointed to conduct an Investigation under clause 7 of these Regulations;

“List” has the same meaning as in Rule 1.1 of the Player Rules;

“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;

“Member” means a member of the Agents’ Board;

“Player” means a player of Australian Football who:

- i) is or becomes contracted with an AFL or AFLW Club;
- ii) is or becomes listed with the AFL as a Player with an AFL or AFLW Club;
- iii) has nominated for a National Draft Selection Meeting; or
- iv) is or will become eligible to nominate for a National Draft Selection Meeting.

“Player Rules” means the Player Rules of the AFL (or AFLW if the context requires);

“Playing Contract” means the contract between a Player, a Club and the AFL for the Player to participate for the Club in the AFL or AFLW competition;

“Regulations” means these Regulations and any other regulations of the AFLPA governing Accredited Agents in force at any time and a reference to a clause is to a clause in these Regulations, including as the case may be the Code of Conduct;

“Reaccreditation” means the maintenance of Accreditation as set out in clause 6.4

“Second Tier Club” means any club affiliated with the NEAFL, WAFL, SANFL, VFL, TSL or TAC Cup or any other club affiliated with a Second Tier League.

“Second Tier League” means NEAFL, WAFL, SANFL, VFL, TSL or TAC Cup, or any other league determined by the Board from time to time.

“Social Media” means any forms of electronic communication (for example, Web sites for social networking and microblogging) through which users create or participate in online communities to share information, ideas, personal messages and other content;

“Standard Player Agent Agreement” means the agreement between an Accredited Agent and a Player for the provision of representation, advice or assistance in the negotiation, execution and enforcement of a Playing Contract and any of the other services listed in clause 4.3 of these Regulations which is in the form prescribed by the Agents’ Board from time to time in accordance with clause 8;

“Team” means a team fielded by a Club in the AFL Competition or any other competition conducted by the AFL;

Unless defined above, words and phrases defined in the documents mentioned in sub-paragraphs (A) to (H) of clause 6.3.2(d) shall have the same meaning in these Regulations.

2.2. Construction

Unless expressed to the contrary:

- 2.2.1. words importing:
 - a) the singular include the plural and vice versa;
 - b) one gender includes the other gender; and
 - c) persons shall be deemed to include all bodies and associations, corporate or unincorporated and vice versa;
- 2.2.2. if a word or phrase is defined cognate words and phrases have corresponding definitions;
- 2.2.3. a reference to:
 - a) a statute, ordinance, code or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
 - b) these Regulations and any other rules and regulations or other document includes amendments or replacements of any of them;
 - c) a right includes a benefit, remedy, discretion, authority or power;
 - d) "\$" or "dollars" is a reference to the lawful currency of Australia;
- 2.2.4. anything (including, without limitation, any amount) is a reference to the whole or any part of it and a reference to a group of things or persons is a reference to any one or more of them;
- 2.2.5. headings are for convenience only and do not affect the interpretation of these Regulations;
- 2.2.6. any schedules, annexures and appendices are included in and form part of these Regulations;
- 2.2.7. if a period of time is specified and dates from a given day or the day of an event or act, it is to be calculated inclusive of that day;
- 2.2.8. if an act prescribed under these Regulations to be done by a party on or by a given day is done after 5pm on that day, it is taken to be done on the following day.

3. AFL Players' Association Agents' Accreditation Board

- 3.1. The Agents' Board is the body established by the AFLPA to administer these Regulations for the purposes of:
 - 3.1.1. governing the conduct of Accredited Agents generally and without limiting the generality of the foregoing establishing codes of conduct, standard form agreements and dispute resolution processes;
 - 3.1.2. establishing and administering a system of Accreditation and Reaccreditation for Accredited Agents;
 - 3.1.3. establishing a mechanism for improving the quality, competence and professionalism of Accredited Agents;

- 3.1.4. establishing a process for investigating and disciplining Accredited Agents in relation to conduct contrary to the interests of Players, the AFLPA, Accredited Agents, the AFL and/or the game of Australian Rules Football;
- 3.1.5. regulating the services provided by Accredited Agents to AFL Players to ensure the delivery of quality services in a professional, cost effective and legally compliant manner

and making policies and procedures as necessary for the achievement of these purposes.

3.2. The Agents' Board shall include:

- 3.2.1. the General Manager of Legal & Player Affairs of the AFLPA;
- 3.2.2. a nominee of the AFL;
- 3.2.3. a current (or past) AFL Player appointed by the Board of the AFLPA;
- 3.2.4. at least two Accredited Agents appointed by the Board of the AFLPA;
- 3.2.5. at least two independent persons who have legal, business or other appropriate professional qualifications or experience, appointed by the Board of the AFLPA; and
- 3.2.6. up to two other members from the broader football industry, appointed by the Board of the AFLPA.

3.3. Those persons appointed by the Board of the AFLPA will be appointed for an initial term of two years, save that the Board of the AFLPA may elect to extend or terminate any such appointment at its sole discretion at any time.

3.4. Members shall be required to inform the Board of any conflict of interest or any circumstance which might reasonably be considered to give rise to a perceived conflict of interest. The Chairman shall determine what steps should be taken (if any) in the event that a conflict or perceived conflict arises, which may include requiring the Member to abstain from voting on or discussing any matter.

3.5. The General Manager of Legal & Player Affairs of the AFLPA shall be the Chairman of the Agents' Board and shall chair all meetings. The Chairman shall be entitled to appoint a Delegate to exercise the Chairman's powers under these Regulations.

3.6. The Agents' Board shall meet regularly but no less than 3 times per year and minutes of the meetings shall be recorded and stored at the offices of the AFLPA.

3.7. Any 4 Members of the Agents' Board shall constitute a quorum and no business may be conducted unless a quorum is present, which quorum must include the Chairman or Delegate.

3.8. Meetings of the Agents' Board by instantaneous communication device

3.8.1. For the purposes of these Regulations, the contemporaneous linking together by Instantaneous Communication Device of a number of consenting Members not less than the quorum, whether or not any one or more of the Members is out of Australia is deemed to constitute a meeting of the Agents' Board and all the provisions of these Regulations as to the meetings of the Agents' Board shall apply to such meetings held by Instantaneous Communication Device so long as the following conditions are met:

- a) all the Members for the time being entitled to receive notice of the meeting of Agents' Board are entitled to notice of a meeting by

Instantaneous Communication Device for the purposes of such meeting. Notice of any such meeting may be given on the Instantaneous Communication Device or in any other manner permitted by the Regulations;

- b) at the commencement of the meeting each of the Members taking part in the meeting by Instantaneous Communication Device are able to hear each other Member taking part; and
- c) at the commencement of the meeting each Member shall acknowledge his presence for the purpose of a meeting of the Board to all the other Members taking part.

3.8.2. A Member shall not leave the meeting by disconnecting his Instantaneous Communication Device unless he has previously obtained the expressed consent of the Chairman (or Delegate). A Member is conclusively presumed to have been present and to have formed part of the quorum at all times during the meeting by Instantaneous Communication Device unless he has previously obtained the express consent of the Chairman or Delegate to leave the meeting.

3.8.3. A minute of the proceedings of a meeting by Instantaneous Communication Device is sufficient evidence of those proceedings and of the observance of all necessary formalities if certified as a correct minute by the Chairman (or Delegate) and by another Board member.

3.9. Written Resolution of Agents' Board

3.9.1. A resolution in writing signed by a majority of the Members of the Agents' Board shall be as valid and effective as if it had been passed at a meeting of the Agents' Board duly convened and held so long as the proposed resolution is sent to all Members, and no Member gives written notice to the Chairman (or Delegate) within 48 hours of receiving the Resolution that he or she requires an Agents' Board meeting to be held to consider the resolution.

3.9.2. Any such resolution may consist of several documents in like form each signed by one or more of the Members. Any resolution shall be effective from the date the last of the relevant Members has signed the resolution.

3.9.3. Every resolution so signed shall be as soon as practicable entered into the books provided for the purpose of recording, inter alia, resolutions of the Agents' Board.

3.9.4. A telex, telegram, facsimile, email or such similar means of communication addressed to or received by the AFLPA and purporting to be signed by a Member of the Agents' Board is for the purpose of this Rule deemed to be in writing signed by such member.

3.10. Voting at Agents' Board Meetings

3.10.1. Resolutions for determination at a meeting of the Agents' Board shall be determined by simple majority on the basis of a show of hands. Resolutions passed at a meeting of the Agents' Board shall be deemed to be a resolution of the Agents' Board as a whole.

3.10.2. Each Member present at a meeting of the Agents' Board is entitled to one vote and, in the event of an equality of votes on any resolution, the Chairman (or Delegate) may exercise a second or casting vote.

4. Scope of Regulations

4.1. Requirement for Accreditation

In accordance with the terms of the CBA and subject to these Regulations, Players who wish to use a player agent to represent them in contract negotiations with an AFL Club must use an Accredited Agent.

4.2. Self-Representation

Nothing in these Regulations shall prevent a Player representing themselves or a Player's parent or legal guardian representing the Player in all aspects of the Player's contract negotiations with an AFL Club.

4.3. Services covered by these Regulations

The following services of Accredited Agents are governed by these Regulations:

- 4.3.1. the provision of representation, advice, counsel or assistance to Players with respect to the negotiation and performance of individual Playing Contracts;
- 4.3.2. the execution and enforcement of Playing Contracts and other related arrangements; and
- 4.3.3. to the extent that they form part of the Accredited Agent's activities on behalf of any Player, the securing and handling of the marketing, promotion, finances, investments and other assets of Players including taxation and investment advice.

5. Code of Conduct

5.1. An Accredited Agent must:

- 5.1.1. abide by the Code of Conduct; and
- 5.1.2. subject to clause 5.3, ensure that all Associates of the Accredited Agent abide by the Code of Conduct, as if the Code of Conduct also applied to them;

5.2. Subject to clause 5.3, any act or omission by an Associate of the Accredited Agent that would violate the Code of Conduct if it applied to the Associate is deemed conduct of the Accredited Agent for the purposes of these Regulations.

5.3. Nothing in these Regulations or the Code of Conduct is intended to prevent an Associate of the Accredited Agent (who is not himself or herself an Accredited Agent) from placing a bet or wager on an AFL Contingency in his or her personal capacity. An Accredited Agent will only be liable for an Associate's violation of clause 10.2 of the Code of Conduct if the Associate has engaged in such conduct directly or indirectly on behalf of an Accredited Agent, a Player or any other person bound by the AFL Rules.

6. Accreditation

6.1. Eligibility

To be eligible for Accreditation, an Applicant must:

- 6.1.1. be a natural person;

- 6.1.2. be eighteen (18) years or older;
- 6.1.3. be a fit and proper person to the satisfaction of the Agents' Board;
- 6.1.4. have educational qualifications, negotiation skills and experience with contracts to a level acceptable to the Agents' Board; and
- 6.1.5. Not be an officer, volunteer, employee or hold any other role at:
 - a) At a Second Tier League;
 - b) At a Second Tier Club; or
 - c) In any elite talent pathway program as determined by the Board from time to time, without the prior written consent of the Board.

In determining whether a person is a fit and proper person, the Agents' Board is entitled to take into account any matter whatsoever, including but not limited to:

- 6.1.6. whether the person has been convicted of any relevant offence (as determined at the reasonable discretion of the Agents' Board);
 - 6.1.7. whether the person has been a defendant in any civil proceedings in which a final judgment was made against the person in respect of any matter involving fraud, forgery, corruption, dishonesty, theft, embezzlement, or other misappropriation of funds, or breach of fiduciary duty (any spent or lapsed convictions as defined under relevant legislation (if any) will not be considered);
 - 6.1.8. whether the person has engaged in any other conduct that might in the reasonable opinion of the Agents' Board impact adversely on the person's ability to serve in a fiduciary capacity on behalf of Players.
- 6.2. Application for Accreditation and Reaccreditation
- 6.2.1. Each Applicant shall apply in the form and manner and pay the application fee in the amount prescribed from time to time by the Agents' Board.
 - 6.2.2. An Applicant must not knowingly make any false or misleading statements in the application form.
 - 6.2.3. Each Applicant must disclose to the AFLPA any change to the information contained in their application form within two (2) weeks of such change.
- 6.3. Grant of Accreditation
- 6.3.1. Only an individual natural person may be granted Accreditation.
 - 6.3.2. To be granted Accreditation, an Applicant must:
 - a) have satisfied the eligibility requirements set out in clause 6.1;
 - b) have applied for Accreditation in accordance with clause 6.2;
 - c) have attended an AFLPA information session on becoming an Accredited Agent as directed by the Agents' Board;
 - d) have passed an examination to a standard satisfactory to the AFLPA covering the following topics:
 - A) AFL Regulations;
 - B) AFL Player Rules;
 - C) AFLPA Rules and Regulations;

- D) CBA;
 - E) Standard Playing Contract;
 - F) Players' Code of Conduct;
 - G) these Regulations;
 - H) other matters reasonably associated with the AFL Competition;
- e) have attended the prescribed induction program, as determined by the Agents' Board;
 - f) if representing minors, or intending to represent minors, have registered and received any necessary approval or licence pursuant to relevant legislation in relation to working with minors as might be required;
 - g) have obtained current professional indemnity insurance in a form and to an amount acceptable to the Agents' Board from time to time;
 - h) have signed and agreed to be bound by any document provided by the Agents' Board requiring the Accredited Agent to provide information to the Agents' Board and/or the AFL for the purpose of preventing, detecting, deterring and investigating the Gambling and Fraudulent Conduct provisions of the Code of Conduct, and to provide such information as required.

6.3.3. Upon being granted Accreditation, an Accredited Agent shall:

- a) pay such annual fee as is prescribed from time to time by the Agents' Board;
- b) undergo Reaccreditation in each financial year;
- c) sign and agree to be bound by any document provided by the Agents' Board requiring the Accredited Agent to provide information to the Agents' Board and/or the AFL for the purpose of preventing, detecting, deterring and investigating the Gambling and Fraudulent Conduct provisions of the Code of Conduct, and provide such information as required; and
- d) undertake to comply with these Regulations and the Code of Conduct at all times.

6.3.4. In the event that Accreditation is suspended, revoked or cancelled, the former Accredited Agent shall not be entitled to a refund of any fees paid unless the Agents' Board, in its sole discretion, decides otherwise.

6.4. Reaccreditation

To be granted Reaccreditation, an Accredited Agent must:

- 6.4.1. continue to satisfy the eligibility requirements set out in clause 6.1;
- 6.4.2. have applied for Reaccreditation in accordance with clause 6.2, documenting completion of Continued Professional Development requirements;
- 6.4.3. have accumulated 100 points of Continued Professional Development over the previous financial year in accordance with the Reaccreditation points

available for professional development activities as published by the Agents' Board from time to time:

- 6.4.4. have attended the AFLPA Accredited Agent Conference or an AFLPA State based Accredited Agent Forum;
- 6.4.5. if representing minors, or intending to represent minors, have registered and received any necessary approval or licence pursuant to relevant legislation in relation to working with minors as might be required;
- 6.4.6. have obtained current professional indemnity insurance in a form and to an amount acceptable to the Agents' Board from time to time; and
- 6.4.7. have signed and agreed to be bound by any document provided by the Agents' Board requiring the Accredited Agent to provide information to the Agents' Board and/or the AFL for the purpose of preventing, detecting, deterring and investigating the Gambling and Fraudulent Conduct provisions of the Code of Conduct, and to provide such information as required.

6.5. Conditional Accreditation

The Chairman (or Delegate) and the Agents' Board each has the power to impose reasonable conditions on the grant of accreditation, including, without limitation, the attainment or completion of prescribed qualifications.

6.6. Denial

6.6.1. Denial of Accreditation

The Agents' Board may deny Accreditation to an Applicant who, in the opinion of the Agents' Board, does not meet one or more of the criteria specified in this clause 6. The Agents' Board shall notify the Applicant in writing if his or her application has been denied and the reasons for the denial. The Applicant may appeal the denial in accordance with clause 11.

6.6.2. Denial of Reaccreditation

The Agents' Board shall determine whether an Accredited Agent has complied with the requirements for Reaccreditation in accordance with the requirements specified in clause 6. The Accredited Agent may appeal the denial of Reaccreditation in accordance with clause 11.

6.7. Cancellation

6.7.1. Subject to clause 6.6.2, an Accredited Agent may cancel his or her Accreditation at any time by the giving of 30 days' notice in writing to the Agents' Board and upon payment of any outstanding fees or fines. No refund of any fees shall be paid to an Accredited Agent who cancels his or her Accreditation under these Regulations.

6.7.2. Notwithstanding anything to the contrary, an Accredited Agent may not, without the written approval of the Agents' Board, cancel his or her Accreditation where that Accredited Agent is being investigated under clause 7.

7. Discipline

7.1. The Chairman (or Delegate) and the Agents' Board each has the power to:

- 7.1.1. inquire into, investigate and deal with any matter in connection with these Regulations or the Code of Conduct including whether an Accredited Agent has engaged in conduct in breach of these Regulations or the Code of Conduct;
 - 7.1.2. require and obtain production and take possession of all documents, records, articles or things in the possession or control of an Accredited Agent that are relevant to any inquiry or investigation;
 - 7.1.3. appoint an Investigator to conduct an Investigation under this clause 7.1, such Investigator to have the powers set out in subclause 7.1.2;
 - 7.1.4. impose any sanction on an Accredited Agent contravening the Regulations and/or Code of Conduct on any terms or conditions seen fit or to otherwise deal with such matter in any manner which is reasonable and appropriate in the circumstances;
 - 7.1.5. Gambling and Fraudulent Conduct
Notwithstanding any other provision of this clause 7.1:
 - a) Any Investigation as to whether an Accredited Agent has breached the Gambling and/or Fraudulent Conduct provisions of the Code of Conduct will be conducted by the Chief Integrity Officer of the AFL or its delegate;
 - b) The Chief Integrity Officer (or delegate) will notify the Agents' Board in writing prior to commencing any such Investigation, and shall advise the Agents' Board of the name of the Accredited Agent being investigated and the nature of the Investigation;
 - c) Upon conclusion of the Investigation, the Chief Integrity Officer (or delegate) will provide to the Agents' Board a report setting out the findings of the Investigation and any recommended sanction; and
 - d) The Agents' Board will give genuine consideration to the report, any recommended sanction and the legitimate interests of the AFL in determining what action to take in response to the alleged breach.
- 7.2. In the event that an Investigation is commenced into the conduct of an Accredited Agent under these Regulations (including, for the avoidance of doubt, any Investigation conducted by the Chief Integrity Officer of the AFL (or delegate)), the Accredited Agent shall be given a reasonable opportunity to respond to any allegations that may have been made in respect of the Accredited Agent and/or any matters the subject of the Investigation prior to the finalisation of the investigation report.
- 7.3. Following the conclusion of an Investigation, the Accredited Agent the subject of the Investigation shall be provided with the Investigation Report. The Accredited Agent shall have seven (7) days from the receipt of the Investigation Report to make a written response for the consideration of the Agents' Board.
- 7.4. Following the conclusion of an Investigation, the Agents' Board shall consider the Investigator's report, any response of the Accredited Agent provided under clause 7.3 and any other relevant submissions and/or documents. The Agents' Board shall make a determination and notify the Accredited Agent in writing of its determination setting out:
- 7.4.1. the conduct for which the Accredited Agent is being sanctioned;
 - 7.4.2. the rule, regulation, contract, code, and/or other norm that the conduct has violated or which otherwise gives rise to the disciplinary action; and

- 7.4.3. the sanction to be imposed.
- 7.5. The Accredited Agent may challenge the imposition of any sanction by appealing such action pursuant to clause 11.
- 7.6. Where an Accredited Agent is disciplined under these Regulations, the Agents' Board shall be entitled (in its absolute discretion) to publish details of the conduct giving rise to the disciplinary action and subsequent penalty in such manner as it considers appropriate.

8. Standard Player Agent Agreement

The Agents' Board shall prescribe the form of agreement between Accredited Agents and Players which will be known as a Standard Player Agent Agreement. The following provisions will govern the arrangements for contracting of Players by Accredited Agents.

- 8.1. Prior to representing, or advising a Player, an Accredited Agent must enter into and comply with the terms of a Standard Player Agent Agreement with the Player the Accredited Agent intends to represent or advise.
- 8.2. The terms of the Standard Player Agent Agreement may only be amended by the Accredited Agent and the Player in writing. Any amendments to the terms of the Standard Player Agent Agreement must be more beneficial to the Player.
- 8.3. The Accredited Agent must provide:
 - 8.3.1. an executed copy of the Standard Player Agent Agreement to the relevant Player and to the AFLPA within fourteen (14) days of execution;
 - 8.3.2. a copy of the letter of approach to the relevant player to the AFLPA at the same time as providing the Standard Player Agent Agreement under clause 8.3.1; and
 - 8.3.3. such other information as reasonably required by the Agents' Board from time to time.
- 8.4. In no circumstances shall the Accredited Agent accept payment of the fees payable by the Player to the Accredited Agent under any Standard Player Agent Agreement, from a Club or any entity acting on behalf of a Club without the prior written consent of the Player.
- 8.5. In the event an Accredited Agent's Accreditation is suspended, revoked or cancelled, a Player shall have the right to terminate any Standard Player Agent Agreement upon the giving of written notice to the Accredited Agent. A copy of such notice shall be sent by the Player to the AFLPA. No further payment, irrespective of any accrued liability to make payment, shall be due to the Accredited Agent after the date that the Standard Accredited Agent Agreement is terminated under the terms of this clause or from the date on which the Accredited Agent's Accreditation is suspended, revoked or cancelled, whichever is the earlier.
- 8.6. The termination date of each Standard Player Agent Agreement must be no later than October 31 of the final year of the relevant Player's Playing Contract.

9. Contracting Young Players

No Accredited Agent may enter into a Standard Player Agent Agreement (or any other form of arrangement whereby the Accredited Agent agrees to provide representation services) with any Player (or a Player's parent or legal guardian) unless and until that Player is seventeen (17) years of age and eligible to be selected in the next scheduled AFL National Draft.¹

10. Agents' fees

The fees for each particular service to be provided by the Accredited Agent must be made clear to the Player and shown within the Standard Player Agent Agreement.

This must include the following (where applicable):

- 10.1. fees for contract negotiation;
- 10.2. fees for licensing and marketing programs sourced by the Accredited Agent;
- 10.3. fees for licensing and marketing programs sourced by the AFL and/or AFLPA; and
- 10.4. fees for any additional service that the Accredited Agent provides.

The Accredited Agent must provide to each Player represented by that Accredited Agent, on or before 1 September each year, an itemized statement covering the period 1 July - 30 June the previous financial year which separately sets out all fees charged to the Player and any expenses incurred in connection with any services performed under the Standard Player Agent Agreement.

11. Appeals

- 11.1. An Applicant or Accredited Agent may lodge an Appeal in respect of any decision by the Agents' Board to:
 - 11.1.1. deny Accreditation or Reaccreditation to the Applicant or Accredited Agent in accordance with clause 6; or
 - 11.1.2. impose a sanction on the Accredited Agent in accordance with clause 7, including but not limited to disciplining, reprimanding, warning, fining, suspending or revoking the Accreditation of the Accredited Agent.
- 11.2. The AFL may lodge an Appeal in respect of any decision by the Agents' Board to:
 - 11.2.1. impose a sanction on an Accredited Agent in accordance with clause 7; or
 - 11.2.2. determine not to impose a sanction on an Accredited Agent, in respect of conduct by an Accredited Agent which has been investigated by the AFL in accordance with clause 7.
- 11.3. Any Appeal must be based on one or more of the following grounds:
 - 11.3.1. that there was an error of law;

¹ The AFLPA acknowledges that the capacity of Players under the age of 18 years to enter into binding contracts is limited by law in most Australian states / territories. **Clause 9** of these Regulations should be interpreted having regard to this limitation.

- 11.3.2. that the decision was so unreasonable that no person or body acting reasonably could have come to that decision having regard to the evidence before it;
- 11.3.3. that the sanction imposed was manifestly excessive; or
- 11.3.4. that the sanction imposed was manifestly inadequate.
- 11.4. The appellant shall submit the Appeal to the AFLPA in writing within 14 days of being notified of the Agents' Board's decision that is the subject of the Appeal. The appellant shall provide a summary of the basis for the Appeal. If a decision of the Agents' Board is not appealed within 14 days, it shall be deemed accepted.
- 11.5. The Appeal will be heard by a Grievance Tribunal established pursuant to the CBA. The Grievance Tribunal, in hearing the appeal, must ensure that natural justice is accorded to the appellant and the Agents' Board, including by ensuring that:
 - 11.5.1. the appellant and the Agents' Board may present evidence and arguments to the Grievance Tribunal;
 - 11.5.2. due consideration is given to the evidence and arguments presented; and
 - 11.5.3. reasons for its determination are given.
- 11.6. The decision of the Grievance Tribunal shall be final and binding on both the appellant and the Agents' Board.
- 11.7. The parties are liable for their own legal costs. Unless otherwise agreed, the parties will be equally liable for the costs of the Appeal, including but not limited to administrative costs and fees payable to members of the Grievance Panel.

12. Publication

The AFLPA may publish a list of Accredited Agents and the names and/or number of Players whom the Accredited Agent represents.

13. Contracting out Void

The provisions of these Regulations and the Code of Conduct shall have effect despite any stipulation to the contrary and no contract or agreement made or entered into by any Accredited Agent, Player or AFL Club following the effective date of these Regulations shall operate to annul, vary or exclude any of the provisions of these Regulations or the Code of Conduct.

14. Dispute Resolution: Mediation and Arbitration Procedure

14.1. What Disputes are covered

The following shall apply to any dispute between a Player and an Accredited Agent arising out of or in connection with:

- 14.1.1. the Regulations; and/or

- 14.1.2. a Standard Player Agent Agreement; and/or
- 14.1.3. the representation or proposed representation of the Player by the Accredited Agent.

The following shall not apply to appeals of decisions of the Agents' Board regarding Accreditation, Reaccreditation and/or disciplinary sanctions. Appeals regarding these matters are dealt with under clause 11.

14.2. Initiation of Procedure

- 14.2.1. Either party to a dispute may advise the other that it seeks to invoke the Mediation and Arbitration procedure of the Regulations by written notice to the AFLPA, with a copy to the other party.
- 14.2.2. As soon as practicable after receipt of the notice, the AFLPA shall, in consultation with the parties, set the date, time and place for mediation.
- 14.2.3. A representative or nominee of the AFLPA shall act as the Mediator.
- 14.2.4. A party may be represented at any point in the procedure provided that prior notice is given to the other party and the AFLPA.

14.3. Exchange of Information

- 14.3.1. At least 5 days prior to the mediation, the parties shall each simultaneously exchange and send to the AFLPA:
 - a) a concise summary of their position in the dispute and the relief requested; and
 - b) copies of all the documents to which they refer in the summary and to which they may want to refer in the mediation.
- 14.3.2. Any and all documents created for or statements made in the mediation process are without prejudice and for the purpose of reaching a mutually acceptable agreement.
- 14.3.3. Except as necessary to enforce a settlement agreement reached through the mediation, the AFLPA shall not produce a report or testify in Court with respect to what was said in mediation and neither party shall call the AFLPA to testify about the mediation process in any legal or adjudicative proceeding.

14.4. Mediation

- 14.4.1. The parties shall make a good faith attempt to settle the dispute through mediation.
- 14.4.2. No formal record or transcript of the mediation will be made.
- 14.4.3. Each party shall pay its own costs and expenses; except that the mediator may assess and impose upon a party legal costs and expenses arising from that party's vexatious conduct.
- 14.4.4. Either party may withdraw from the mediation at any time by notice to the AFLPA and the other party.
- 14.4.5. The mediation will terminate when:
 - a) a Party withdraws from the mediation; or
 - b) the parties agree to a settlement; or
 - c) in the opinion of the mediator, it is in the best interests of the parties that the mediation be terminated.

14.5. Settlement Agreement

14.5.1. The parties shall reduce any settlement agreement to writing as soon as practicable and in any event within 14 days.

14.6. Initiation of Arbitration

14.6.1. If the mediation terminates without a settlement agreement, either party may request that the dispute be determined through binding arbitration under the rules herein by written notice to the AFLPA and the other party.

14.6.2. Upon receipt of the request for arbitration:

- a) the AFLPA shall provide the parties with the names and resumes of three independent arbitrators;
- b) the parties shall have 7 days within which to number the arbitrators in order of preference (from 1 to 3) and advise the AFLPA accordingly;
- c) the AFLPA shall select as the arbitrator the one most preferred by both parties;
- d) the AFLPA shall advise the arbitrator of his/her selection; and
- e) the arbitrator, after consultation with the parties, shall fix the date, time and place of the arbitration.

14.7. Arbitration Procedure and Evidence

14.7.1. The arbitrator shall conduct the hearing in as informal and non-technical a manner as appropriate under the circumstances.

14.7.2. In determining the admissibility of or weight to be given to evidence presented, the arbitrator shall not be bound by the rules of evidence or procedure applicable in a court procedure.

14.7.3. There shall be no ex-parte communications between a party and the arbitrator regarding the substance of the case. All correspondence between a party and the arbitrator shall be copied to the other party and the AFLPA.

14.7.4. Upon request of a party, the arbitrator may direct that a party:

- a) produce certain documents within its possession and/or control; and
- b) require the testimony of employees or agents within its direction and/or control.

14.7.5. At the start of the hearing the parties shall state the issue to be determined by the arbitrator. If the parties cannot agree on the issue, each shall state what it asserts is the issue and the arbitrator shall frame the issue in the decision and award.

14.7.6. The parties shall have the opportunity to present opening arguments, present documents and examine and cross-examine witnesses.

14.7.7. Parties may present closing arguments orally or by written submission:

- a) if the parties or a party opts to present closing arguments by written submission, the arbitrator shall fix the date on which the submission is due;
- b) the arbitrator may request that the parties address a specific point in their closing arguments and/or may limit the length of written submissions;

- c) closing arguments shall contain the party's recommended remedy, if it deems a remedy to be appropriate; and
 - d) any party making a written submission must provide a copy to the AFLPA and the other party.
- 14.7.8. The arbitrator shall issue his/her decision and award within 30 days of the latter of the close of the hearing or the date on which written submissions are due:
- a) the decision and award will set out the arbitrator's reasons; and
 - b) the decision and award shall be sent simultaneously to the parties and the AFLPA.
- 14.7.9. In conducting the proceeding and rendering a decision and award, the arbitrator shall be guided by:
- a) these Regulations;
 - b) the contract(s) between the parties;
 - c) generally accepted principles of contract interpretation;
 - d) prior decision or Guidelines interpreting the Regulations; and
 - e) natural justice and fundamental fairness.
- 14.7.10. The decision and award shall be published and available for use as persuasive (rather than binding) precedent. The parties or a party may request that identifying information not relevant to the decision be deleted prior to publication. Deleted information may be replaced by generic terms (e.g. "Player", "Club", "Agent").
- 14.7.11. The parties shall have 30 days in which to implement the arbitrator's award.
- 14.7.12. Each party shall be responsible for its own costs and expenses, except that the arbitrator may award legal costs and expenses arising from a party's vexatious conduct.
- 14.7.13. The arbitrator's fee shall be borne equally by the parties.

SCHEDULE

ACCREDITED AGENTS' CODE OF CONDUCT

1. General

- 1.1. I will at all times act in accordance with Australian law and the legitimate best interests of each Player whom I represent and/or seek to represent.
- 1.2. I will act in a professional manner, with due care and skill and with honesty and integrity towards each Player whom I represent and/or seek to represent and give each Player a complete and truthful account of all negotiations, dealings and other matters conducted by me with an AFL Club, the AFLPA or the AFL on behalf of the Player.
- 1.3. I will at all times act with a conscientious regard for the personal and professional welfare of Players whom I represent and/or seek to represent.
- 1.4. I will not disclose any information that is provided to me by a Player or the AFLPA where such information is provided on a confidential basis or which ought to be reasonably understood to have been provided on a confidential basis.
- 1.5. I will not do anything that is materially detrimental to any Player whom I represent and/or seek to represent.
- 1.6. I will not act dishonestly or fraudulently in any dealings with any other person, body or football club in the course of representing a Player or in any dealings with the Agents' Board or the AFLPA.
- 1.7. I will not provide accounting, legal or other professional advice unless I have been granted and maintain the relevant professional certifications required to provide such advice.
- 1.8. I will not engage in any conduct or omission that brings a Player or the AFLPA into disrepute, contempt, scandal or ridicule or which may otherwise adversely effect, injure or prejudice the reputation of the Agent, a Player or the AFLPA or the game of Australian Rules Football.

2. Conflicts of Interest

- 2.1. I will disclose to each Player prior to entering into any Standard Player Agent Agreement with the Player and while such Standard Player Agent Agreement is on foot, any conflict of interest or potential conflict of interest I may have or might reasonably be suspected of having in any matter or thing (including without limitation where I directly or indirectly hold a financial interest in an AFL Club or in an entity with which the Player has an arrangement arising from the Standard Player Agent Agreement or from a referral by me) and to declare that conflict or potential conflict to the Player as soon as practicable after the relevant facts have come to my knowledge.

3. Confidentiality

- 3.1. I will maintain confidentiality in relation to all dealings involving any Player who I represent except to the extent that I am required by these Regulations, the AFLPA Rules and Regulations, the AFL Regulations, the AFL Player Rules or by law to disclose such matters.

4. Inducements

- 4.1. I will not offer or provide (subject to any exclusions as decided by the Agents' Board in its absolute discretion) any money, goods, benefits or any other thing of value, to or for any Player (or a member of a Player's family):
 - 4.1.1. in return for the Player signing a Standard Player Agent Agreement with me or any company I may work for; or
 - 4.1.2. in anticipation of the Player signing a Standard Player Agent Agreement with me or any company I may work for.
- 4.2. I will not procure, induce, assist or encourage a Player to breach the terms and conditions of:
 - 4.2.1. the Player's Playing Contract with a Club;
 - 4.2.2. the Player's contractual arrangements with an Accredited Agent; or
 - 4.2.3. the CBA.

5. Records and Accounts

- 5.1. I will establish and maintain, throughout the period of representation, and for a period of not less than two years after the conclusion of a Player's client relationship with me, a comprehensive file and/or record of all services performed including (but not limited to), notes and memoranda regarding contract negotiations, fees, Playing Contracts, Standard Player Agent Agreements and to deliver same to the Player on request in writing.
- 5.2. I will comply with best accounting practice and will make available books and other records to the Board and any other relevant authorities, as appropriate, for audits and other relevant purposes.
- 5.3. In the event that I or an Associate receives and holds any monies on behalf of a Player, I will:
 - 5.3.1. open and maintain a trust bank account with an Approved Deposit-Taking Institution;
 - 5.3.2. set up and maintain a comprehensive record system of receipts and payments relating to the account and the amounts held on behalf of each individual Player in that account from time to time;
 - 5.3.3. unless a Player specifically provides otherwise in writing, pay the Player any money received on behalf of the Player within 30 days of receipt;

- 5.3.4. appoint an auditor who shall conduct annual audits of the account; and
- 5.3.5. at the request of a Player and/or the AFLPA, provide a copy of any audit certificate issued in respect of the account and any other information relating to the operation of the account and the amounts held on behalf of the Player or Players.

6. Professional Development and Knowledge

- 6.1. I will maintain and improve my professional development by:
 - 6.1.1. maintaining an up-to-date and thorough working knowledge of the AFL Player Rules, the AFL Regulations, the Standard Player Contract, the CBA, any determinations made from time to time by the AFL Commission, the AFLPA Rules and Regulations, the Accredited Agents' Code of Conduct and these Regulations;
 - 6.1.2. sitting for any examination or test which the Agents' Board reasonably requires for obtaining or maintaining (as the case may be) Accreditation;
 - 6.1.3. attending an appropriate number (as determined by the Agents' Board) of conferences, seminars, workshops and the like conducted by the AFLPA or by other professional bodies at the request of the AFLPA; and
 - 6.1.4. completing any Continued Professional Development requirements of an Accredited Agent as determined by the Agents' Board from time to time.

7. Disclosure

- 7.1. I will disclose to Players who I represent where I directly or indirectly solicit or accept money or anything of value ("Commissions") for referring the Player to any third party for a product or service. I will make such disclosure to the Player prior to referring the Player to the third party, or as soon as possible thereafter.
- 7.2. On or before 1 September each year, I will complete and provide to the AFLPA and the Player concerned an itemised statement covering the period 1 July - 30 June the previous financial year, setting out all Commissions received by me (or my Associate) for referring the Player to any third party. The statement will be in the form required by the AFLPA.
- 7.3. I will disclose my qualifications or lack thereof in any area on which I give or intend to give advice to a Player.
- 7.4. I will disclose to Players who I represent my involvement with any Club coaches, officials or AFL Officers who I (or my Associate) also represent.
- 7.5. I will advise any Player I represent and report to the Agents' Board, any known or suspected violations by any Club of a Player's Playing Contract or of any known or suspected violations of the Collective Bargaining Agreement within 48 hours of becoming aware of such known or suspected violations.

8. Approaches to Players

- 8.1. I will comply with the AFLPA Guidelines on Approaching and Contacting Players, as amended from time to time.
- 8.2. I will abide by the following rules in relation to approaching Players whom I may represent as clients in the future, save that these rules will not apply in respect of:
 - 8.2.1. Players who are on an AFL List or have previously been on an AFL List; or
 - 8.2.2. Players who have nominated for, but were not selected at, a previous National Draft Selection Meeting.
- 8.3. At least 7 days prior to approaching any Player, I will provide written notification to the Talent Manager (in Victoria) or Head Coach or Team Manager (in other States) of the Player's club of my intention to approach the Player.
- 8.4. My initial approach to a Player must be through a letter of introduction. A copy of this letter must also be sent to the Talent Manager (in Victoria) or Head Coach/Team Manager (in other States) of the Player's club.
- 8.5. I will not approach or a contact a Player or the Player's parents:
 - 8.5.1. Before 1 October in the calendar year in which the Player is last eligible for the U/16 National Championships
 - 8.5.2. prior to, during, or immediately after games or training sessions;
 - 8.5.3. whilst the Player is participating in a Second Tier League Finals Series;
 - 8.5.4. whilst the Player is participating in the National Under 16 and/or Under 18 Championships, where "participating" includes any time where the Player is under the effective control of his State team including during training or travel and not concluding until such time as the Player has returned home from such participation;
 - 8.5.5. during the period commencing 7 days before the Player's secondary school or university examinations and concluding after those examinations are completed;without the prior written consent of the Board (or its delegate).
- 8.6. I will not approach or communicate with a Player using any form of Social Media prior to the Player signing an Accredited Agent Agreement with me or any company I may work for.
- 8.7. I will not attend the AFL Draft Combine or any state based AFL screening session or any Second Tier League or Second Tier Club fitness testing day.
- 8.8. I will not enter into a Standard Player Agent Agreement (or any other form of arrangement whereby I agree to provide representation services) with any Player (or a Player's parent or legal guardian) unless and until that Player is seventeen (17) years of age and eligible to be selected in the next scheduled AFL National Draft.

9. Support of De-listed Players and Players Not Drafted

I will provide appropriate support and counselling for any Player who I represent who is de-listed by an AFL Club or who is not taken in the National Draft Selection Meeting.

10. Gambling

10.1. Corrupt conduct

I will not contrive, attempt to contrive or otherwise improperly attempt to influence the result of a Match, any aspect of a Match or any AFL Contingency.

10.2. No Gambling

I will not:

10.2.1. bet or wager on any AFL Contingency;

10.2.2. have an interest in any bet or wager on any AFL Contingency or have someone else place a bet or wager on my behalf;

10.2.3. facilitate or assist the making of a bet or wager on an AFL Contingency; or

10.2.4. without the prior permission of the Agents' Board, encourage, induce, advertise or promote betting on an AFL Contingency.

10.3. Inside information

I will not disclose or provide any information, advice or opinion to any other person about the Teams playing in any Match (including but not limited to, the actual or likely composition of the Team, Players injuries, the form of Players and tactics) unless:

10.3.1. such information was already in the public domain or given in a bona fide media interview, or in a role as a media commentator or journalist; or

10.3.2. the information was not provided in any of the following circumstances:

- a) for the purpose of betting or wagering by any person on an AFL Contingency; nor
- b) negligently or recklessly as to whether it would be used for betting or wagering by any person on an AFL Contingency; nor
- c) for consideration or reward.

10.4. Performance on merits

I will not induce or encourage any Player or other person not to perform on their merits in any Match or in relation to any aspect of a Match for any reason whatsoever.

10.5. Notification

In the event that I directly or indirectly, formally or informally receive an approach from any other person, corporation or entity, to engage in any conduct prohibited by this clauses 10, I will, within 24 hours of first receiving such approach, advise and provide a written statement containing full details of such approach to the Chairman.

10.6. Application

Any Agent that does not fully and strictly comply with the provisions of this Rule, shall be dealt with in such manner as the Agents' Board in its absolute discretion think fit.

11. Fraudulent Conduct

11.1. I will not engage in any improper, dishonest, fraudulent or corrupt conduct that would:

11.1.1. be conduct prejudicial to the Draft; or

11.1.2. be conduct prejudicial to the Player Movement Rules; or

11.1.3. be conduct in breach of the Total Player Payments provisions;

as those terms are defined in the Player Rules, as if the Player Rules applied to the Accredited Agent.

11.2. I will not engage in any improper, dishonest, fraudulent or corrupt conduct that causes or is likely to cause a Player whom I represent to be guilty of the:

11.2.1. conduct prejudicial to the Draft; or

11.2.2. conduct prejudicial to the Player Movement Rules; or

11.2.3. conduct in breach of the Total Player Payments;

provisions in the Player Rules.

12. Conduct prohibited between an Accredited Agent and a Club and/or an Associate of a Club

12.1. I will not, directly or indirectly:

12.1.1. engage in Prohibited Conduct relating to a Player's Playing Contract or the drafting or exchange of a Player or the entry or retention of any Player on any List of a Club; and/or

12.1.2. receive or request an Unauthorised Payment from a Club or an Associate of a Club,

provided that I shall not be prohibited from accepting fees due to me under a Standard Player Agent Agreement directly from a Club, where a Player has provided written authorisation to the Club to deduct and pay such fees on his behalf.

12.2. For the purpose of this clause 12, "Prohibited Conduct" means:

12.2.1. to enter into, make or be party to any agreement, arrangement, understanding, promise or undertaking whether express or implied and whether or not enforceable or intended to be enforceable; and/or

12.2.2. to enter into, carry out or give effect to any scheme, plan, proposal, action, course of action or course of conduct,

whereby a Club or Associate of a Club offers or provides to an Agent or any other person on the Agent's behalf any benefit in cash or kind.

12.3. For the purpose of this clause 11, "Unauthorised Payment" means any benefit in cash or kind that is not authorised by the Chairman.

13. General Offences

Without limiting any other provisions of the Regulations, I must not:

13.1. give any false or misleading evidence to any hearing, investigation, inquiry or appeal conducted under the Regulations;

13.2. make any false or misleading statement or declaration in connection with the administration or control of the Regulations or Code of Conduct;

13.3. obstruct, delay or hinder any Investigator or AFL Official in connection with the performance of his or her duties;

13.4. engage in any improper or insulting behaviour at any time towards any Investigator or AFL Official in relation to his or her duties;

13.5. refuse or fail to attend or give evidence as directed at any inquiry, Investigation, meeting, hearing or appeal when requested to do so;

13.6. refuse or fail to fully co-operate with any Investigation conducted under the Regulations;

13.7. refuse or fail to immediately upon request by an Investigator, procure and ensure the attendance before an Investigator of any other relevant person and/or fail to ensure that such other person or persons:

13.7.1. fully co-operate with the Investigator;

13.7.2. fully and truthfully answers any questions asked by the Investigator; and provide any document (or copy of any document) in his or her possession or control as requested by the Investigator;

13.8. refuse or fail to produce any document, record, article or thing in the Accredited Agent's possession or control that are required to be produced in accordance with the Regulations;

13.9. refuse or fail to permit the Investigator to have full and free access to:

13.9.1. any premises occupied by or in the control of the Accredited Agent; and/or

13.9.2. any books, documents, records, articles or things in the Accredited Agent's power, possession, custody or control or in the power, possession, custody or control of any person or entity controlled by the Accredited Agent, as the Investigator believes may be relevant to his enquiries; or

13.10. do, or fail to do, anything which results in a Player being in breach of the Regulations or the AFL Rules & Regulations;

13.11. disclose any information to any other person where the information has been provided to me by the AFLPA on a confidential basis or in circumstances where it is apparent that it is likely to have been provided on a confidential basis.

13.12. Represent any views as being those of the AFLPA.

14. Cooperation with AFL

I will provide the AFL in a timely manner with all information that it deems relevant with respect to any Investigation it is conducting in accordance with the Regulations or this Code of Conduct.