



AFLPA Regulations Governing Accredited Agents

2022

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1.

THE AFLPA & THE AGENTS ACCREDITATION BOARD

1. Introduction

- 1.1. These Regulations govern Accredited Agents who act for Players.
- 1.2. The purpose of these Regulations is to:
 - 1.2.1. provide agents with a mechanism by which they may be officially recognised as appropriately qualified to carry on the business of an agent;
 - 1.2.2. improve and maintain the quality, competence and professionalism of agents through an accreditation and education scheme;
 - 1.2.3. ensure consistency and a high standard of conduct in Players' contract negotiations and general representation of Players.

2. Role and duties of the AFL Players' Association

- 2.1. The AFL Players' Association (AFLPA) is empowered to:
 - 2.1.1. make regulations governing agents, who act for AFL and/or AFLW Players; and
 - 2.1.2. delegate its powers to a Board to act in accordance with these Regulations.
- 2.2. The AFLPA is responsible for:
 - 2.2.1. administering the Accreditation and Reaccreditation process;
 - 2.2.2. generally governing and regulating the conduct of agents;
 - 2.2.3. administering a professional development and education program that includes relevant education modules;
 - 2.2.4. providing communication to agents regarding relevant player and industry information;
 - 2.2.5. managing the process whereby Accredited Agents approach players from Talent Pathways; and
 - 2.2.6. ensure appropriate education to Talent Pathway programs regarding Accredited Agents.
- 2.3. The AFLPA may publish a list of Accredited Agents and the names and/or number of Players whom the Accredited Agent represents.

3. Scope of Regulations

3.1. Requirement for Accreditation to negotiate Player contracts

In accordance with the terms of the Collective Bargaining Agreement (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.

3.2. 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.

3.3. Services covered by these Regulations

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

3.3.1. the provision of representation, advice, counsel or assistance to Players with respect to the negotiation and performance of individual Playing Contracts;

3.3.2. the execution and enforcement of Playing Contracts and other related arrangements; and

3.3.3. the securing and handling of the marketing, promotion, finances, investments and other assets of Players including taxation and investment advice.

4. AFL Players' Association Agents' Accrediation Board

4.1. Purpose

The Agents' Accreditation Board (Agents' Board) is the body established by the AFLPA to administer these Regulations for the purposes of:

4.1.1. governing the conduct of Accredited Agents generally and without limiting the generality of the foregoing establishing conduct requirements, standard form agreements and dispute resolution processes;

4.1.2. establishing and administering a system of Accreditation and Reaccreditation for Accredited Agents;

4.1.3. establishing a mechanism for improving the quality, competence and professionalism of Accredited Agents;

4.1.4. 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;

4.1.5. 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.

4.2. Membership

The Agents' Board shall comprise not more than 9 Members made up by:

4.2.1. the General Manager of Legal & Player Affairs of the AFLPA;

4.2.2. a nominee of the AFL;

4.2.3. a current (or past) AFL Player appointed by the Board of the AFLPA;

4.2.4. at least 2 Accredited Agents appointed by the Board of the AFLPA;

4.2.5. at least 2 independent persons who have legal, business or other appropriate professional qualifications or experience, appointed by the Board of the AFLPA; and

4.2.6. up to 2 other members from the broader football industry, appointed by the Board of the AFLPA.

4.3. Term of Members

Those persons appointed by the Agents' Board of the AFLPA will be appointed for an initial term of 2 years, save that the Agents' Board of the AFLPA may elect to extend or terminate any such appointment at its sole discretion at any time.

4.4. Conflicts of interest

Members shall be required to inform the Agents' Board of any conflict of interest or any circumstance which might reasonably be considered to give rise to a perceived conflict of interest. The Chair 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.

4.5. Chair

The General Manager of Legal & Player Affairs (or equivalent department) of the AFLPA shall be the Chair of the Agents' Board and shall chair all meetings. The Chair shall be entitled to appoint a Delegate to exercise the Chair's powers under these Regulations.

4.6. Meetings

4.6.1. 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.

4.6.2. 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 Chair.

4.6.3. Members of the Agents' Board may attend meetings by telephone or video link where it is not practical or possible to attend in person. Members who attend meetings by these means will be deemed included in the required quorum, provided that each such Member is able to actively participate in the meeting (i.e. each Member is able to hear all other Members taking part and vote in accordance with 4.8.1).

4.7. Written resolutions

4.7.1. 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 Chair within 48 hours of receiving the Resolution that he or she requires an Agents' Board meeting to be held to consider the resolution.

4.7.2. Any resolution shall be effective from the date the last of the relevant Members has signed the resolution.

4.7.3. 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.

4.8. Voting

4.8.1. 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.

4.8.2. 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 Chair may exercise a second or casting vote.

2.

ACCREDITATION

5. Eligibility for accreditation

To be eligible for Accreditation, an Applicant must:

- 5.1. be an individual, natural person;
- 5.2. be eighteen years or older;
- 5.3. be a fit and proper person to the satisfaction of the Agents' Board;
- 5.4. have educational qualifications, negotiation skills and experience with contracts to a level acceptable to the Agents' Board; and
- 5.5. not be an officer, volunteer, employee or hold any other role at:
 - 5.5.1. the AFL
 - 5.5.2. an AFL Club
 - 5.5.3. a Second Tier League (i.e. VFL, SANFL, WAFL, or TSL, or any other league determined by the Board from time to time);
 - 5.5.4. a Second Tier Club; or
 - 5.5.5. Any elite Talent Pathway program, involving players 15 or over, including:
 - a) All State and Territory National Championship programs;
 - b) NAB League;
 - c) SANFL;
 - d) WAFL;
 - e) Northern Academies – Gold Coast, Brisbane, Sydney and GWS;
 - f) Tasmania Devils;
 - g) Northern Territory Thunder;
 - h) School football teams or programs involving any players 15 or over;
 without the prior written consent of the Agents' Board.
- 5.6. 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:
 - 5.6.1. whether the person has been convicted of any relevant offence (as determined at the reasonable discretion of the Agents' Board);
 - 5.6.2. 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);

5.6.3. 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. Application for accreditation

6.1. To apply for and be granted accreditation, each Applicant must:

6.1.1. complete an Accredited Agent Application form, and pay the application fee in the amount prescribed from time to time by the Agents' Board, noting that:

- a) an Applicant must not knowingly make any false or misleading statements in the application form; and
- b) each Applicant must disclose to the AFLPA any change to the information contained in their application form within 2 weeks of such change;

6.1.2. complete the AFLPA New Agent Accreditation Course, which is scheduled in May to July each year;

6.1.3. pass an examination to a standard satisfactory to the AFLPA and in accordance with these Regulations, 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; and
- h) other matters reasonably associated with the AFL Competition;

6.1.4. achieve the minimum mark of 75% or above on the entrance exam. Failure to do so will, in the ordinary course, mean an Applicant will not be able to resubmit the exam until the following year. A supplementary examination will be made available to those applicants who achieve a mark of within 10% of the required pass mark;

6.1.5. have attended any prescribed induction education sessions, as determined by the Agents' Board, and successfully completed the AFL's codes and policies training at the first available opportunity;

6.1.6. have obtained current professional indemnity insurance that meets the following requirements:

- a)** names the individual or relevant company on the policy;
- b)** expressly covers liabilities arising from business activities as an AFL Player Agent; and
- c)** provides a minimum level of cover of \$2 million for any one claim (or such other value as determined by the Agents' Board from time to time)

6.1.7. 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.

6.2. In the ordinary course, applicants who can demonstrate a suitable level of industry experience may, in the absolute discretion of the Chair of the Agents' Board, have the requirement to undertake the new agent accreditation course waived and sit the exam outside of the normal accreditation window. This will be assessed on a case-by-case basis by the Chair after reviewing their application form and background summary.

6.3. For the purposes of clause 6.2, a suitable level of industry experience may include the following:

6.3.1. Demonstrated experience of at least 5 years in a relevant senior football position (e.g. football operations, list management, coaching, player development/wellbeing administration); or

6.3.2. At least 5 years of experience acting as an Agent in another professional sport and demonstrated success representing athletes with no disciplinary outcomes recorded against their record. The Agent will be required to provide a reference letter from their regulating body in support of their application.

6.4. Any application via the method described at clause 6.2 must demonstrate that any Player managed by the Applicant will suffer disadvantage by having an Agent who does not have accreditation at the relevant time. If successful, the Applicant will be charged the relevant accreditation fee in full for the corresponding accreditation period.

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

6.5.1. pay an accreditation fee as is prescribed from time to time by the Agents' Board;

6.5.2. undergo Renewal of Accreditation in each financial year;

6.5.3. undertake to comply with these Regulations at all times.

6.6. 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.

7. Renewal of Accreditation

7.1. To be granted Accreditation renewal, an Accredited Agent must:

7.1.1. continue to satisfy the eligibility requirements set out in clause 5;

7.1.2. have applied for renewal via the Agent Portal;

7.1.3. have accumulated 100 points of Continued Professional Development (CPD) over the previous financial year, and submitted supporting documentation;

7.1.4. have achieved at least 75% of the total CPD requirement through attending AFLPA education sessions or AFL industry courses;

7.1.5. have attended an appropriate number (as determined by the Agents' Board) of conferences and forums conducted by the AFLPA or by other professional bodies at the request of the AFLPA;

7.1.6. continue to hold current professional indemnity insurance that meets the criteria set out at clause 6.1.6;

7.1.7. have paid an accreditation renewal fee as prescribed from time to time by the Agents' Board;

7.1.8. 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;

7.1.9. maintained 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, and these Regulations; and

7.1.10. have sat any examination or test which the Agents' Board reasonably requires for obtaining or maintaining (as the case may be) Accreditation.

7.2. The Chair 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.

8. Denial, cancellation and suspension of Accreditation

Denial of Accreditation or Renewal of Accreditation

8.1. The Agents' Board may deny Accreditation or Renewal of Accreditation to an Applicant who, in the opinion of the Agents' Board, does not meet one or more of the criteria specified in clause 6 or 7. 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 31.

8.2. Non-payment of Accreditation Fees

8.2.1. An Accredited Agent must pay an annual accreditation fee in accordance with the terms set out in their accreditation invoice or as advised by the AFLPA.

8.2.2. The AFLPA reserves the right to cancel or suspend the accreditation of an Agent for the non-payment of accreditation fees.

8.2.3. Any Accredited Agent who experiences difficulties paying their annual accreditation invoice must contact the AFLPA to discuss their payment options.

8.3. Suspension of Accreditation on request by Accredited Agent

8.3.1. An Accredited Agent may request a suspension of their accreditation for a period of no longer than 12 months without having to re-sit the entrance exam.

8.3.2. Any such Accredited Agent will be:

- a)** transferred to a non-discipline related suspension list;
- b)** ineligible to negotiate a Playing Contract on behalf of a Player;
- c)** removed from AFLPA distribution lists and the official Accredited Agent list, for the corresponding period.

8.3.3. The change in accreditation status will be communicated to relevant industry stakeholders. Agents will not be invoiced for their annual accreditation fees during this period.

8.3.4. Any Accredited Agent wishing to resume their accreditation after a period of non-discipline related suspension must request reinstatement in writing to the AFLPA within the 12-month period. Any such request must include a new renewal form for the relevant accreditation period, outlining contact details and any relevant Continuing Professional Development activity they have undertaken during their suspension. They will be invoiced for their accreditation fees and be required to demonstrate they have organised professional indemnity insurance that complies with the requirements at clause 6.1.6.

8.3.5. Former Accredited Agents who have had their accreditation suspended for a period longer than 12 months will be required to sit the current entrance exam, and meet all other accreditation requirements, to regain their accreditation.

8.4. Cancellation

8.4.1. Subject to clause 8.4.2, 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.

8.4.2. 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 28.

3.

Requirements & Conduct of Accredited Agents & Associates

9. Professionalism & compliance with laws

An Accredited Agent must:

- 9.1.** at all times act in accordance with Australian law and the legitimate best interests of each Player whom he or she represents and/or seeks to represent;
- 9.2.** act in a professional manner, with due care and skill and with honesty and integrity towards each Player whom he or she represents and/or seeks to represent and give each Player a complete and truthful account of all negotiations, dealings and other matters conducted by him or her with an AFL Club, the AFLPA or the AFL on behalf of the Player;
- 9.3.** at all times act with a conscientious regard for the personal and professional welfare of Players whom he or she represents and/or seeks to represent;
- 9.4.** not provide accounting, legal or other professional advice unless he or she has been granted and maintains the relevant professional certifications required to provide such advice;
- 9.5.** not represent any views as being those of the AFLPA;
- 9.6.** not act in a discriminatory manner towards an Accredited Agent, Player, coach, administrator, club official or AFL official on any ground such as race, colour, sex, language, sexual preference, religion, political or other opinion, national or social origin, birth or other status; and
- 9.7.** report to the AFLPA any act by an Accredited Agent, coach, administrator, club official or AFL official that is an act of the kind outlined at 9.6 within 14 days from the day on which the act is alleged to have occurred.

10. Conflicts of Interest

- 10.1.** An Accredited Agent must 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 the Accredited Agent may have or might reasonably be suspected of having in any matter or thing.
- 10.2.** Conflicts of interest will include, without limitation, where the Accredited Agent directly or indirectly holds 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 the Accredited Agent.

10.3. An Accredited Agent must declare any such conflict or potential conflict to the Player and to the AFLPA as soon as practicable after the relevant facts have come to the Accredited Agents' knowledge.

11. Acting in the Players' best interests

An Accredited Agent must:

- 11.1.** not do anything that is materially detrimental to any Player whom the Accredited Agent represents and/or seeks to represent;
- 11.2.** 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;
- 11.3.** not do, or fail to do, anything which results in a Player being in breach of the Regulations or the AFL Rules & Regulations;
- 11.4.** not procure, induce, assist or encourage a Player to breach the terms and conditions of:
 - 11.4.1.** the Player's Playing Contract with a Club;
 - 11.4.2.** the Player's contractual arrangements with an Accredited Agent; or
 - 11.4.3.** the CBA; and
- 11.5.** provide appropriate support and counselling for any Player who the Accredited Agent represents who is de-listed by an AFL Club or who is not taken in the National Draft Selection Meeting.

12. Confidentiality

An Accredited Agent must not disclose any information that is provided to the Accredited Agent 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, unless disclosure is required by law or these Regulations;

13. Cooperation with AFL, AFLPA and the Agents' Board

An Accredited Agent must:

- 13.1.** not give any false or misleading evidence to any hearing, investigation, inquiry or appeal conducted;
- 13.2.** 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;
- 13.3.** not obstruct, delay or hinder any Investigator or AFL official in connection with the performance of his or her duties;
- 13.4.** not 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.** not refuse or fail to attend or give evidence as directed at any hearing, investigation, inquiry or appeal when requested to do so;
- 13.6.** not refuse or fail to fully co-operate with any Investigation conducted under the Regulations;
- 13.7.** not 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
 - 13.7.3.** provide any document (or copy of any document) in his or her possession or control as requested by the Investigator;
- 13.8.** not refuse or fail to produce any document, record, article or thing in the Accredited Agent's possession or control required to be produced in accordance with the Regulations;
- 13.9.** not 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 or her enquiries.

14. Dealings with Clubs

14.1. An Accredited Agent must not, directly or indirectly:

14.1.1. 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

14.1.2. receive or request an Unauthorised Payment from a Club or an Associate of a Club (as defined by the AFL in its policies), provided that an Accredited Agent shall not be prohibited from accepting fees due to them 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.

14.2. For the purpose of this clause 14, "Prohibited Conduct" means:

14.2.1. 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

14.2.2. 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.

14.3. For the purpose of this clause 14, "Unauthorised Payment" means any benefit in cash or kind that is not authorised by the Chair.

15. Fraudulent or dishonest conduct

An Accredited Agent must:

15.1. not engage in any improper, dishonest, fraudulent or corrupt conduct that would:

15.1.1. be conduct prejudicial to the Draft; or

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

15.1.3. 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,

15.2. not engage in any improper, dishonest, fraudulent or corrupt conduct that causes or is likely to cause a Player whom the Accredited Agent represents to be guilty of a breach of the Player Rules regarding:

15.2.1. conduct prejudicial to the Draft; or

15.2.2. conduct prejudicial to the Player Movement Rules; or

15.2.3. conduct in breach of the Total Player Payments,

15.3. 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; and

15.4. not make any false or misleading statement or declaration in connection with the administration or control of the Regulations.

16. Disclosures

An Accredited Agent must:

16.1. disclose to a Player where the Accredited Agent directly or indirectly solicits or accept money or anything of value ("Commissions") for referring the Player to any third party for a product or service;

16.2. will make such disclosure to the Player prior to referring the Player to the third party, or as soon as possible thereafter;

16.3. disclose his or her qualifications or lack thereof in any area on which he or she gives or intends to give advice to a Player;

16.4. disclose to Players who he or she represents, any involvement with any Club coaches, officials or AFL officials or he or she (or an Associate) also represents; and

16.5. report any known or suspected breaches by a Club of a Player's Playing Contract or the CBA, to the Player and the AFLPA within 48 hours of becoming aware.

17. Gambling

17.1. An Accredited Agent must 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 (as defined by the AFL in its policies).

17.2. An Accredited Agent must not:

17.2.1. bet or wager on any AFL Contingency;

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

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

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

17.3. An Accredited Agent must 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, Player injuries, the form of Players and tactics) unless:

17.3.1. 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

17.3.2. 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.

17.4. An Accredited Agent must 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.

17.5. In the event that an Accredited Agent directly or indirectly, formally or informally receives an approach from any other person, corporation or entity to engage in any conduct prohibited by this clause 17, he or she will, within 24 hours of first receiving such approach, advise and provide a written statement containing full details of such approach to the Chair.

18. Approaching Players

18.1. An Accredited Agent must:

18.1.1. abide by the rules set out in this clause 18 in relation to approaching a Player from any Talent Pathway across Australia. For the purposes of this clause 18, Talent Pathway means any club or program involving players aged 19 or younger, including:

- a)** NAB League;
- b)** SANFL underage competitions;
- c)** WAFL underage competitions;
- d)** Northern Academies – Gold Coast, Brisbane, Sydney and GWS;
- e)** Tasmania Devils;
- f)** Northern Territory Thunder;
- g)** State and Territory National Competition programs,

18.1.2. make an initial approach to a Talent Pathway Player through a letter of introduction via the Agent Portal, including in the following circumstances:

- a)** where the Agent has a pre-existing relationship with the Player or the Player's family;
- b)** where a club gives the Agent the contact details of a Player and/or their family;
- c)** where a Player or the Player's parents or legal guardians approach an Agent to discuss player management,

18.1.3. wait at least 7 days after lodging an approach in accordance with subclause 18.1.2 before contacting that Player or their parents or legal guardians;

18.1.4. when a Player has nominated their preferred contact details, contact the player using these details;

18.1.5. not approach or contact a Player or the Player's parents or legal guardians:

- a)** before 1 October in the year of the Player's 16th birthday;
- b)** prior to, during, or immediately after games or training sessions;
- c)** 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;

- d) whilst the Player is participating in a Second Tier League Finals Series;
- e) during the period commencing 7 days before the Player's secondary school or university examinations and concluding after those examinations are completed;
- f) whilst a Player's contact preferences on the Agent Portal are 'no approaches at this time,' without the prior written consent of the Chair,

18.1.6. not approach or communicate with a Player using any form of social media until at least 7 days after approaching that player via the Agent Portal. For the purposes of this clause 18.1.6, communication with a player via social media includes reacting, following, commenting and the direct messaging of players;

18.1.7. 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;

18.1.8. if intending to approach a Talent Pathway player that is not listed on the Agent Portal, contact agents@aflplayers.com.au.

18.1.9. if intending to approach a prospective AFL player that is aged 19 or younger and not involved in a Talent Pathway, provide written notification to the relevant Head Coach or Team Manager at least 7 days prior to approaching the player. The initial approach to this Player must be through a letter of introduction, and a copy of this letter must be sent to the relevant Head Coach or Team Manager; and

18.1.10. ensure that it is the Accredited Agent themselves, not an associate of the Agent, that is responsible for the approach process.

19. Contracting 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 17 years of age and eligible to be selected in the next scheduled AFL National Draft.¹

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.

20. Inducements

20.1. An Accredited Agent must 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), in return for the Player signing a Standard Player Agent Agreement with him or her or any company he or she may work for, or in anticipation of the Player signing a Standard Player Agent Agreement with him or her or any company he or she may work for.

20.2. Allegations of Accredited Agents breaching clause 20.1 will be considered on a case-by-case basis in the absolute discretion of the Agents' Board. For the avoidance of doubt, the following is a non-exhaustive list of what will be considered to be an inducement pursuant to this clause:

20.2.1. tickets to any sporting events, including AFL matches;

20.2.2. access to restricted areas such as change rooms or corporate boxes at any sporting event or other entertainment event such as concerts, musicals, special events, conferences or other professional development seminars;

20.2.3. good or products, whether or not of nominal value, including but not limited to sporting memorabilia gifts, items signed and/or provided by other clients of the Accredited Agent, mobile phone or electronic goods, apparel, footwear or any other sporting or clothing items;

20.2.4. any form of free athletic training services prior to the Player signing a Standard Player Agent Agreement;

20.2.5. accommodation or travel benefits; and

20.2.6. work experience, or any form of internship, at the Accredited Agent's company.

21. Associates of Accredited Agents

21.1. An Associate of an Accredited agent means an individual who is employed or engaged by an Accredited Agent, or an entity or organisation for whom an Accredited Agent works, to assist with the business activities of an Accredited Agent.

21.2. An Accredited Agent must ensure that all Associates of the Accredited Agent abide by these Regulations, including but not limited to provisions as to conduct, as if they too were accredited.

21.3. Any act or omission by an Associate of the Accredited Agent that would violate the conduct provisions of these Regulations if it applied to the Associate is deemed conduct of the Accredited Agent for the purposes of these Regulations.

21.4. An Associate of Accredited Agent may hold any role within a ‘talent pathway’ provided that a company cannot sign a player to their company if:

21.4.1. The Player has played or trained at that Associate’s specific club or school for more than a 7-day period; and

21.4.2. The Player has not previously been eligible for a National Draft.

21.5. An Associate of an Accredited Agent may be involved in the Approaching Players process but it is the Accredited Agent who is responsible for the approach. An Accredited Agent must be present in all discussions with prospective players.

21.6. An Associate of an Accredited Agent cannot participate in contract negotiations with an AFL club.

21.7. For the avoidance of doubt, nothing in these Regulations 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 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 and Regulations.

4.

Contracts, Fees and Reporting

22. 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.

22.1. 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.

22.2. 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 than the standard terms.

22.3. The Standard Player Agent Agreement commences at the time that all parties to the Agreement have signed it.

22.4. The Accredited Agent must provide:

22.4.1. an executed copy of the Standard Player Agent Agreement to the relevant Player and to the AFLPA within 14 days of execution; and

22.4.2. such other information as reasonably required by the Agents' Board from time to time.

22.5. 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.

22.6. In the event an Accredited Agent's Accreditation is suspended, revoked or cancelled by the Agents' Board or its delegate, 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.

22.7. 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.

23. Agents' Fees

23.1. 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):

23.1.1. fees for contract negotiation;

23.1.2. fees for licensing and marketing programs sourced by the Accredited Agent;

23.1.3. fees for licensing and marketing programs sourced by the AFL and/or AFLPA; and

23.1.4. fees for any additional service that the Accredited Agent provides.

24. Reporting Requirements

An Accredited Agent must:

24.1. on or before 1 September each year, provide to each Player represented by that Accredited Agent, an itemised 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.

24.2. on or before 1 September each year, 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 the Accredited Agent (or an Associate) for referring the Player to any third party, in the form required by the AFLPA.

24.3. on or before 1 March each year, complete and provide to the AFLPA a report outlining information regarding any player represented by that Accredited Agent that is de-listed by an AFL Club in the previous year or who is not selected in the previous National Draft Selection Meeting. This report is to be completed and submitted in the form required by the AFLPA.

25. Records and accounts

An Accredited Agent must:

25.1. 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 the Accredited Agent, 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;

25.2. 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;

25.3. In the event that an Accredited Agent or an Associate receives and holds any monies on behalf of a Player:

25.3.1. open and maintain a trust bank account with an Approved Deposit-Taking Institution;

25.3.2. 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;

25.3.3. unless a Player specifically provides otherwise in writing, pay the Player any money received on behalf of the Player within 30 days of receipt;

25.3.4. appoint an auditor who shall conduct annual audits of the account; and

25.3.5. 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.

26. Contracting Out Void

The provisions of these Regulations 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.

5.

Investigations & Discipline

27. Audits

27.1. The AFLPA will randomly select a number of Accredited Agents annually to undertake an audit of their compliance with these Regulations. Accredited Agents who are identified as failing to comply with a particular aspect of these Regulations may be given a period to rectify the issue (if possible) or will be issued with a notice of breach in the absolute discretion of the Chair of the Agents' Board. These Accredited Agents will also be subject to target auditing in following years to ensure compliance.

28. Investigations

28.1. The Chair and the Agents' Board each has the power to:

28.1.1. inquire into, investigate and deal with any matter in connection with these Regulations including whether an Accredited Agent has engaged in conduct in breach of these Regulations;

28.1.2. require 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;

28.1.3. impose any sanction on an Accredited Agent contravening the Regulations on any terms or conditions seen fit or to otherwise deal with such matters in any manner which is reasonable and appropriate in the circumstances; and

28.1.4. appoint an Investigator to conduct an Investigation under this clause 28, such Investigator to have the powers set out in this subclause 28.1;

28.2. Notwithstanding any other provision of this clause 28:

28.2.1. Any Investigation as to whether an Accredited Agent has breached the Gambling and/or Fraudulent and Dishonest Conduct provisions of these Regulations will be conducted by the Chief Integrity Officer of the AFL or its delegate;

28.2.2. 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;

28.2.3. 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

28.2.4. 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.

28.3. 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 under 28.2), 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.

28.4. 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 7 days from the receipt of the Investigation Report to make a written response for the consideration of the Agents' Board.

28.5. Following the conclusion of an Investigation, the Agents' Board shall consider the Investigation Report, any response of the Accredited Agent provided under clause 28.4 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:

28.5.1. the conduct for which the Accredited Agent is being sanctioned;

28.5.2. the rule, regulation, contract, code, and/or other norm that the conduct has violated or which otherwise gives rise to the disciplinary action; and

28.5.3. the sanction to be imposed (pursuant to clause 30 below).

28.6. The Accredited Agent may challenge the imposition of any sanction by appealing such action pursuant to clause 31.

28.7. 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.

29. Reporting Of Misconduct

29.1. The AFLPA and the Agents' Board strongly encourages complaints or reports of alleged misconduct against Accredited Agents. Any such report should be made to the AFLPA Manager of Accredited Agents by phone or email.

29.2. The AFLPA and the Agents' Board will endeavour to keep all possible details of complaints or reports received under this clause confidential except where disclosure is absolutely necessary to conduct an investigation.

30. Sanctions

30.1. The determining of any sanction in accordance with clause 30 remains in the absolute discretion of the Agents' Board.

30.2. Where the Chair has conducted an investigation of any kind, or received a report or information regarding a breach, and the Chair holds a reasonable and fairly-held view that there has been a low-level breach of these Regulations that does not require further formal investigation:

30.2.1. the Chair will recommend a sanction to the Board;

30.2.2. the Chair will provide the Board with an outline of the steps taken, information received, and any investigation conducted at the time of recommending the sanction;

30.2.3. the Chair will provide an appropriate period time for the Board to seek any additional information from the Chair or take issue with the recommended sanction;

30.2.4. unless the Board determines that the recommended sanction is manifestly inadequate or requires further investigation, the Board will be taken to endorse the sanction proposed by the Chair.

30.3. The process set out at clause 30.2 above will be conducted with the Board via email, unless the Board is scheduled to meet within 7 days of when the recommended sanction would otherwise be proposed, in which case the matter will be an agenda item at that meeting.

30.4. In determining whether a breach is low-level, the Chair will be guided by the matters set out in clause 30.7.

30.5. Where the breach is determined by the Chair to be low-level, the sanction recommended pursuant to clause 30.2 above will be a reprimand or education, or both.

30.6. Where the Chair elects not to recommend a sanction under this clause, or where an Accredited Agent disputes the facts relied upon by the Chair in the recommending of a sanction, clause 30.7 will apply. For the avoidance of doubt, disputing a sanction recommended by the Chair under this clause does not constitute an appeal under clause 31.

30.7. In determining or approving any sanction, the Agents' Board will consider:

30.7.1. any financial gain of the Accredited Agent as a result of the alleged conduct;

30.7.2. the extent to which the Accredited Agent's alleged conduct has impacted upon any Player(s);

30.7.3. whether or not the Accredited Agent's alleged conduct brings a Player or the AFLPA into disrepute;

30.7.4. the seriousness of the alleged breach in the view of the Agents' Board;

30.7.5. whether the alleged conduct is a single first offence or an occurrence of a repeated pattern of behaviour; and

30.7.6. whether or not the Accredited Agent's alleged conduct was inadvertent or it was a deliberate act.

30.8. Possible sanctions for breaches of the Regulations may include one or a series of the following (subject always to the absolute discretion of the Agents' Board):

30.8.1. reprimand;

30.8.2. education;

30.8.3. up to a \$10,000 fine;

30.8.4. ban on the Agent approaching or signing prospective clients for a set period;

30.8.5. suspension of accreditation for a set period;

30.8.6. revocation of accreditation; and/or

30.8.7. any other sanction that the Agents' Board deems appropriate and proportionate.

30.9. All sanctions may be published at the discretion of the Agents' Board.

30.10. Nothing in this clause 30 prohibits the Agents' Board from determining a breach to be of a serious and/or persistent and/or deliberate nature and to sanction the Accredited Agent accordingly. For example, the Agents' Board may determine to sanction an Accredited Agent with a fine of greater than \$10,000 if a breach is of a serious and/or persistent and/or deliberate nature.

Appeals and Disputes

31. Appeals

31.1. An Applicant or Accredited Agent may lodge an Appeal in respect of any decision by the Agents' Board to:

31.1.1. deny Accreditation or Renewal of Accreditation to the Applicant or Accredited Agent in accordance with clause 8.1; or

31.1.2. impose a sanction on the Accredited Agent in accordance with clause 30.

31.2. The AFL may lodge an Appeal in respect of any decision by the Agents' Board to:

31.2.1. impose a sanction on an Accredited Agent in accordance with clause 30; or

31.2.2. not 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 28.

31.3. Any Appeal must be based on one or more of the following grounds:

31.3.1. that there was an error of law;

31.3.2. 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;

31.3.3. that the sanction imposed was manifestly excessive; or

31.3.4. that the sanction imposed was manifestly inadequate.

31.4. 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.

31.5. 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:

31.5.1. the appellant and the Agents' Board may present evidence and arguments to the Grievance Tribunal;

31.5.2. due consideration is given to the evidence and arguments presented; and

31.5.3. reasons for its determination are given.

31.6. The decision of the Grievance Tribunal shall be final and binding on both the appellant and the Agents' Board.

31.7. 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.

32. Dispute Resolution: Mediation and Arbitration Procedure

32.1. 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:

32.1.1. the Regulations; and/or

32.1.2. a Standard Player Agent Agreement; and/or

32.1.3. the representation or proposed representation of the Player by the Accredited Agent.

The above 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 31.

32.2. Initiation of Procedure

32.2.1. 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.

32.2.2. 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.

32.2.3. A representative or nominee of the AFLPA shall act as the Mediator.

32.2.4. A party may be represented at any point in the procedure provided that prior notice is given to the other party and the AFLPA.

32.3. Exchange of Information

32.3.1. 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.

32.3.2. 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.

32.3.3. 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.

32.4. Mediation

32.4.1. The parties shall make a good faith attempt to settle the dispute through mediation.

32.4.2. No formal record or transcript of the mediation will be made.

32.4.3. 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.

32.4.4. Either party may withdraw from the mediation at any time by notice to the AFLPA and the other party.

32.4.5. 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.

32.5. Settlement Agreement

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

32.6. Initiation of Arbitration

32.6.1. 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.

32.6.2. Upon receipt of the request for arbitration:

- a)** the AFLPA shall provide the parties with the names and relevant backgrounds 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 or her selection; and
- e) the arbitrator, after consultation with the parties, shall fix the date, time and place of the arbitration.

32.7. Arbitration Procedure and Evidence

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

32.7.2. 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.

32.7.3. 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.

32.7.4. 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.

32.7.5. 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.

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

32.7.7. 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.

32.7.8. 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.

32.7.9. 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 decisions or guidelines interpreting the Regulations; and
- e) natural justice and fundamental fairness.

32.7.10. 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").

32.7.11. The parties shall have 30 days in which to implement the arbitrator's award.

32.7.12. 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.

32.7.13. The arbitrator's fee shall be borne equally by the parties.