

AFLPA REGULATIONS GOVERNING ACCREDITED AGENTS

INTRODUCTION

The Committee of the AFLPA have adopted the following regulations governing AFL Player Agents to:

- (a) provide Player Agents with a mechanism by which they may be officially recognised as appropriately qualified to carry on the business of a Player Agent;
- (b) improve and maintain the quality, competence and professionalism of Player Agents through an Accreditation scheme; and
- (c) overall, benefit Players and the AFL Competition generally by enabling the Players to have access to a list of Accredited Agents.

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.

1 INTERPRETATION

1.1 Definitions

In these Regulations, unless the contrary intention appears:

“**Accredited Agent**” means a Player Agent who has been Accredited under these Regulations;

“**Accreditation**” means accreditation in accordance with **clause 3**;

“**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;

“**CBA**” means the AFL/AFLPA Collective Bargaining Agreement 1998-2003;

“**Committee**” means the committee of the AFLPA;

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

“**Player**” means a Player of Australian Football who is or becomes contracted with an AFL Club and is or becomes listed with the AFL as a Player with an AFL Club or who has nominated for a National Draft Selection Meeting;

“**Player Agent**” means an agent or representative of a Player who represents a Player in contract negotiations with an AFL Club and who may also provide any of the services listed in **clause 2.3** and includes an Accredited Agent;

“**Accredited Agents’ Code of Conduct**” means the Code of Conduct in place from time to time governing the conduct of Player Agents and as agreed between the AFL and the AFLPA;

“**Player Contract**” means the contract between a Player, an AFL Club and the AFL for the Player to participate for the Club in the AFL Competition;

“**Representation Agreement**” means any agreement between a Player Agent and a Player for the provision of representation, advice or assistance in the negotiation, execution and enforcement of a Player Contract and any of the other services listed in clause 2.3 of these Regulations;

“**these Regulations**” means the AFLPA Regulations governing Player Agents in force at any time and a reference to a clause is to a clause in these Regulations.

Unless defined above, words and phrases defined in the documents mentioned in subparagraphs (i) to (vi) of clause 3.1(b) shall have the same meaning in these Regulations.

1.2 Construction

Unless expressed to the contrary:

- (a) words importing:
 - (i) the singular include the plural and vice versa; and
 - (ii) one gender includes the other gender;
- (b) if a word or phrase is defined cognate words and phrases have corresponding definitions;
- (c) a reference to:
 - (i) 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;
 - (ii) these Regulations and any other rules and regulations or other document includes amendments or replacements of any of them;
 - (iii) a right includes a benefit, remedy, discretion, authority or power;
 - (iv) "\$" or "dollars" is a reference to the lawful currency of Australia;
 - (v) any thing (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.

1.3 Headings

Headings do not affect the interpretation of these Regulations.

2 SCOPE OF REGULATIONS

2.1 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 Player Agent.

2.2 Self Representation

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

2.3 Services covered by these Regulations

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

- (a) the provision of advice, counsel and assistance to AFL Players with respect to the negotiation of individual Player Contracts, and the execution and enforcement of those Player Contracts and those other arrangements; and
- (b) to the extent that they form part of the Player Agent's activities on behalf of any Player, the handling of the marketing, promotion, finances, investments and other assets of Players including taxation and investment advice.

3 ACCREDITATION

3.1 Eligibility

Unless otherwise determined by the Committee, in order to be granted and to maintain Accreditation, a Player Agent must:

- (a) have educational qualifications and/or negotiation skills and experience with contracts involving professional sports people, which qualifications and/or negotiating skills and experience are acceptable to the Committee;
- (b) pass an examination to a standard satisfactory to the AFLPA covering the following topics:
 - (i) AFL Regulations;
 - (ii) AFL Player Rules;
 - (iii) AFLPA Rules and Regulations;
 - (iv) CBA;
 - (v) Standard Playing Contract;
 - (vi) Accredited Agents' Code of Conduct;
 - (vii) these Regulations;
 - (viii) other matters reasonably associated with the AFL Competition;

- (c) not make any false or misleading statements of a material nature in the application for Accreditation;
- (d) not to have been convicted of any offence involving fraud, dishonesty, theft or other misappropriation of funds;
- (e) not engage in any other conduct that might in the reasonable opinion of the Committee impact adversely on the Player Agent's competence to serve in a fiduciary capacity on behalf of Players; and
- (f) agree to comply with these Regulations.

3.2 Application

Each applicant for Accreditation shall apply in the form and manner and pay the application fee in the amount prescribed from time to time by the Committee.

3.3 Grant

- (a) Only an individual may be granted Accreditation.
- (b) A Player Agent who is granted Accreditation shall pay such annual fee as is prescribed from time to time by the Committee and shall undertake to comply with these Regulations. If the Accredited Agent pays the annual fee and complies with these Regulations then Accreditation shall continue until it is suspended, revoked or cancelled.
- (c) In the event that Accreditation is suspended, revoked or cancelled, the Player Agent shall not be entitled to a refund of any fees paid unless the Committee, in its sole discretion, decides otherwise.

3.4 Denial

The Committee may deny Accreditation to an applicant who does not meet one or more of the eligibility criteria specified in **clause 3.1**. The Committee shall notify the applicant in writing if his or her application has been denied and the reasons for the denial. If the applicant is dissatisfied with the Committee's decision, then the applicant may treat the decision as a dispute for resolution in accordance with **clause 6**.

3.5 Suspension and Revocation

The Committee may, at any time, suspend for any period or revoke the Accreditation of an Accredited Agent for:

- (a) any conduct which constitutes a ground for denial of Accreditation under **clause 3.1**; or
- (b) any act or omission by the Accredited Agent which, in the reasonable opinion of the Committee, fails to meet the standard of conduct for maintaining Accreditation under these Regulations, including those set out in **clause 5**.

The Committee shall notify the Accredited Agent in writing of the proposed suspension or revocation and the reasons therefor. The Accredited Agent may challenge any proposed suspension or revocation by appealing such action pursuant to **clause 6**.

3.6 Cancellation

An Accredited Agent may cancel his or her Accreditation at any time by notice in writing to the Committee. No refund of any fees shall be paid to a Player Agent who cancels his or her Accreditation under these Regulations.

4 STANDARD OF CONDUCT OF ACCREDITED AGENTS

An Accredited Agent must:

- (a) obtain and maintain current professional indemnity insurance in a form and to an amount acceptable to the Committee from time to time;
- (b) act in the best interests of each Player who the Accredited Agent represents;
- (c) act in a professional manner and with honesty and integrity towards each Player whom the Accredited Agent represents and give each Player a complete and truthful account of all negotiations, dealings and other matters conducted by the Accredited Agent with an AFL Club, the AFLPA or the AFL on behalf of the Player;
- (d) disclose to a Player prior to the Accredited Agent entering into any Representation Agreement with him and while such Representation 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 (including without limitation where the Accredited Agent directly or indirectly solicits or accepts money or anything of value from an AFL Club or an entity with which the Player has an arrangement arising from the Representation Agreement or 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 Representation Agreement) and to declare that conflict or potential conflict to the AFL Player as soon as practicable after the relevant facts have come to the knowledge of the Accredited Agent;
- (e) maintain confidentiality in relation to all dealings involving the Player who the Accredited Agent represents except to the extent that the Accredited Agent is required by these Regulations, the AFLPA Rules and Regulations, the AFL Regulations, the AFL Player Rules or by law to disclose such matters;
- (f) 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 Committee or the AFLPA;
- (g) not offer any money or goods directly or indirectly to or for any Player to sign a Representation Agreement with the Accredited Agent;
- (h) maintain and improve his or her professional development by:
 - (i) 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; and

- (ii) to otherwise sit for any examination or test which the Committee reasonably requires for obtaining or maintaining (as the case may be) Accreditation; and
- (i) not be convicted of any indictable offence or any offence involving fraud, dishonesty, misleading or deceptive conduct, theft or other misappropriation of funds
- (j) comply with any and all other obligations and responsibilities contained in these Regulations.

5 REPRESENTATION AGREEMENTS

- (a) An Accredited must not act or attempt to act for any Player who has not signed a Representation Agreement with the Accredited Agent.
- (b) Within 7 days of entering into each Representation Agreement, the Accredited Agent must provide the Player with a copy of the Representation Agreement and must notify the AFLPA in writing of the full name of the Player whom the Player Agent is representing under that Agreement.
- (c) The termination date of each Representation Agreement must be no later than August 31 of the final year of the Player Contract.

6 DISPUTE RESOLUTION

The following rules shall apply to any dispute arising in relation to any decision by the Committee to deny Accreditation to an applicant or to suspend or revoke the Accreditation of an Accredited Agent in relation to a matter dealt with in these Regulations:

- (a) the person aggrieved shall notify the Committee in writing within 14 days of being notified of the Committee's decision that the person wishes to refer the Committee's decision for dispute resolution under this clause;
- (b) if the matter is unresolved after 10 days either party may refer the dispute to the Grievance Tribunal;
- (c) the Grievance Tribunal must, upon such a reference, notify the parties who shall each have a right to be heard in respect of the dispute;
- (d) the Grievance Tribunal, in resolving the dispute, must:
 - (i) give the parties to the dispute every opportunity to be heard;
 - (ii) allow due consideration by the parties of any written statement submitted by a party; and
 - (iii) ensure that natural justice is accorded to the parties throughout the dispute resolution process;

- (e) the Grievance Tribunal shall determine the dispute;
- (f) the decision of the Grievance Tribunal is final and binding on the parties;
- (g) the parties are equally liable for the costs of the resolution of this dispute unless they otherwise agree and must pay for their own costs of attending the dispute resolution.

7 PUBLICATION

The AFLPA may publish a list of Accredited Agents.