



**FOOTBALL  
AUSTRALIA**

**NATIONAL REGISTRATION, STATUS AND  
TRANSFER REGULATIONS**

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## 1. DEFINITIONS AND INTERPRETATION

### 1.1 Definitions

In these Regulations:

**Adopted Member Federation** has the meaning prescribed in article 3.6(a).

**AFC Statutes** mean the statutes and accompanying standing orders and regulations promulgated by the Asian Football Confederation from time to time.

**A-League** means the premier men's professional national club competition, including the pre-season, regular season and finals series.

**Amateur** means any Player that is not a Professional, as defined in article 4.1(c).

**Bridge Transfer** means any two (2) consecutive transfers between a Club and/or an International Club of the same Player that are connected to each other and comprising a registration of that Player with the middle (second) Club or International Club (as applicable) to circumvent the application of the relevant regulations or laws and/or to defraud another person or entity.

**Club** means any club registered with FA in accordance with these Regulations from time to time. A reference to Club includes a club admitted by:

- (a) a Competition Administrator to field a team in a Competition; or
- (b) FA to field a team in a National League or National Championships and includes A-League Club Wellington Phoenix FC (but does not include an International Club).

**Club Official** means any person involved with the administration, management or organisation of a Club (whether paid or unpaid), including employees, contractors, consultants, officers and directors and representatives.

**Code of Conduct** means the national football code of conduct as promulgated by FA from time to time (a current version of which can be obtained on the FA Website or on request).

**Competition** means any competition, tournament or league registered with FA in accordance with these Regulations, including the pre-season, regular season, finals series and any post season tournament or knockout cup competition.

**Competition Administrator** means the entity responsible for the conduct and staging of a Competition.

**Competition Rules** mean the rules and regulations governing the administration and conduct of a Competition as described in article 3.3.

**Constitution** means the FA constitution, as amended from time to time (a current version of which can be obtained on the FA Website or on request).

**Disciplinary Regulations** means the national football disciplinary regulations as promulgated by FA from time to time (a current version of which can be obtained on the FA Website or on request).

**District Association** means a district or regional association or zone that is a member of a Member Federation from time to time.

**Domestic Match Calendar** means the national football calendar that is developed and promulgated by FA from time to time.

**Domestic Training Compensation** has the meaning prescribed in article 12.2.

**FA Statutes** means:

- (a) the Constitution, including any by-laws, as amended from time to time in accordance with its terms; and
- (b) any other statutes, regulations or policies promulgated by FA, as amended on notification from FA from time to time.

**FA Website** means FA's official website at [www.ffa.com.au](http://www.ffa.com.au).

**FIFA** means Fédération Internationale de Football Association.

**FIFA Connect System** means the system designed by FIFA that provides the FIFA ID and provides the technical interface between the National Online Registration System, the FIFA TMS and the National Online DTS.

**FIFA ID** means the worldwide unique identifier allocated by the FIFA Connect System to each Club, FIFA member association (such as FA) and player.

**FIFA Statutes** mean the statutes and accompanying standing orders and regulations promulgated by FIFA from time to time, including the Regulations for the Status and Transfer of Players, Code of Ethics, Disciplinary Code and Regulations on Working With Intermediaries.

**FIFA TMS** means FIFA's Transfer Matching System, a web based data information system with the primary objective of simplifying the process of international player transfers.

**Grievance** means any dispute or grievance that arises in relation to these Regulations, including a dispute about the breach, termination, enforcement or subject matter of these Regulations, including the Professional Player Contract, Code of Conduct and Disciplinary Regulations.

**Grievance Procedure** has the meaning prescribed in the FA Statutes including the Grievance Procedure By-Law (a current version of which can be obtained on the FA Website or on request).

**Guest Player** means a player who participates in a Competition on a short-term basis in accordance with the requirements specified in article 7.3 of these Regulations.

**Institute** means any national, state or territory institute or academy of sport that has a football program including any national training centre implemented by either FA or a Member Federation.

**Intermediary** has the meaning prescribed in FA's Regulations on Working With Intermediaries.

**International Club** means a football club domiciled outside the Commonwealth of Australia but does not include A-League Club Wellington Phoenix FC.

**ITC** means an International Transfer Certificate or International Futsal Transfer Certificate (as the case may be) as described in the FIFA Statutes.

**Just Cause** means being legally entitled to terminate a Professional Player Contract, including in accordance with the termination provisions of that Professional Player Contract and article 9.2 of these Regulations.

**Local Member Federation** has the meaning prescribed in article 3.6(a).

**Match** means any match staged, participated in, sanctioned by or played under the auspices of FA, a Member Federation or a Competition Administrator.

**Match Official** means a referee, assistant referee, video assistant referee, fourth official, match commissioner, referee inspector, selector, any person in charge of safety or any other person appointed by FA, a Member Federation or a Competition Administrator to assume responsibility in connection with a Match.

**Member Federation** means a State, Territory or regional federation or association that is a member of FA from time to time.

**Members** mean FA, Member Federations, District Associations, Competition Administrators, Clubs, Players, Officials, and Intermediaries.

**MiniRoos** means the national modified football program developed by FA for junior Players.

**MiniRoos Kick-Off** means the introductory MiniRoos program.

**Minor** means a person who is under the age of 18 years.

**National Association** means a national football association that is a recognised member of FIFA.

**National Championships** means any male or female national championships staged or sanctioned by FA from time to time, including the national youth championships or Institute challenges.

**National League** means any male or female national club competitions sanctioned by, conducted by or conducted under the auspices of, FA from time to time, including the A-League, W-League and Y-League.

**National League Player Contracting Regulations** means any National League player contracting regulations applicable to a Player registered to participate in a National League, including without limitation any standard player contract that applies from time to time.

**National Online DTS** means FA's national online system for the administration and monitoring of all National Transfers, which captures the mandatory information prescribed in the Regulations on the Status and Transfer of Players and is integrated with the FIFA Connect System.

**National Online Registration System** means FA's national registration database which is integrated with the FIFA Connect System and assigns FIFA IDs in accordance with the requirements of the Regulations on the Status and Transfer of Players.

**National State Premier Leagues** means the FA sanctioned national state premier leagues competitions staged in accordance with any FA regulations promulgated by FA from time to time.

**National Team** means any national team squad selected or nominated by FA, including the men's and women's senior, under age, Olympics, futsal and beach teams or any other national representative team determined by FA from time to time.

**National Transfer** means the record of the change of a Player's registration from one Club to another Club.

**Official** means:

- (a) a Club Official, Match Official or Team Official;
- (b) an employee, officer or director of FA, a Member Federation, a District Association or a Competition Administrator; or
- (c) a member of a standing committee or other council, committee, panel or body constituted by FA, a Member Federation, a District Association or a Competition Administrator.

**Player** means any person who is, from time to time, registered to play at a Club, in a MiniRoos program, or is selected as a playing member of a National Team, whether that person is male or female, junior or senior or an Amateur or Professional.

**Player Passport** means the form of document that records each Player's club for which the Player has been registered since the season of his or her 12<sup>th</sup> birthday in chronological order as specified in Prescribed Form 07.



**Player Roster** means the roster of players who are eligible to participate in a Competition in accordance with these Regulations and any applicable regulations of FA, the Member Federation, or a Competition Administrator (as applicable).

**Prescribed Form** means a mandatory form as prescribed and distributed by FA from time to time and may include an electronic form used in the National Online Registration System.

**Professional** has the meaning prescribed in article 4.1(b).

**Professional Competition** means a Competition in which there is at least one (1) Professional Player registered.

**Professional Player Contract** means the mandatory form of contract for the casual employment of a Professional as specified in Prescribed Form 05 or, for a Player in a National League Competition, the mandatory form of contract specified by FA in the relevant National League Player Contracting Regulations.

**Records** has the meaning prescribed in article 17.3(b).

**Registration Period** means the period of time in which a Player must be registered with a Club as specified in article 5.8.

**Regulations** means these National Registration, Status and Transfer Regulations.

**Regulations on the Status and Transfer of Players** means the FIFA Regulations on the Status and Transfer of Players promulgated by FIFA from time to time.

**Replacement Player** means a player employed by a National League Club on a short-term basis to replace an injured or National Team player in accordance with the relevant Competition Rules.

**Representative Team** means a team representing a State or Territory, a region, or an Institute that participates in a Competition solely against other Representative Teams.

**Season** means the period of time starting with the first Match of a Competition and ending on the last Match of that Competition.

**Solidarity Contribution** means the proportion of a Transfer Fee for a player to be distributed to clubs involved in the education and training of that player in accordance with article 12.7.

**Sporting Just Cause** has the meaning prescribed in article 9.3 of these Regulations.

**Taxation Information** means information with respect to a person's affairs that is, or has been, in the possession of the Commissioner of Taxation.

**Team Official** means any personnel involved with the management, preparation or participation of a Club's team (whether paid or unpaid), including the coaches, managers, medical staff (including team or match day doctor), physiotherapists, gear persons and other support staff.

**Termination Notice** has the meaning prescribed in article 9.2(a).

**Third Party** means, in relation to third party ownership of a player's economic rights, a party other than the two clubs transferring a player from one to the other, or any previous club, with which the player has been registered.

**Training Compensation** has the meaning prescribed in the FIFA Statutes.

**Transfer Fee** means any payment or fee payable to a club in consideration of the transfer of a player who has a current player contract with that club.

**Taxation Information** means information with respect to a person's affairs that is, or has been, in the possession of the Commissioner of Taxation.

**Visa Player** means a Player that is not an Australian citizen, nor resident in Australia on a visa which entitles the holder to permanent residency, and who requires a valid visa or work permit to enter Australia, whether to play football as an Amateur or Professional.

**W-League** means the premier women's professional national club competition, including the pre-season, regular season and finals series.

**Y-League** means the premier men's youth national club competition, including the pre-season, regular season and finals series.

## 1.2 Interpretation

- (a) In these Regulations:
- (i) any use of the word 'includes' or words such as 'for example' or 'such as' do not limit anything else that is included in general speech;
  - (ii) references to natural persons include both genders;
  - (iii) the singular case applies to the plural and vice-versa;
  - (iv) any reference to '\$' or 'dollars' is to Australian dollars, unless expressly stated otherwise; and
  - (v) any term used but not defined has the meaning given to it in the FA Statutes.
- (b) Except for a matter determined in accordance with the Grievance Procedure, FA will interpret all terms of the FA Statutes (including these Regulations) and any such interpretation will be final and binding on every person.

## 2. OBJECTIVES AND APPLICATION

### 2.1 Introduction

- (a) These Regulations regulate the conduct of football competitions and matches in Australia. In particular, these Regulations regulate the eligibility, registration, contracting, payments, and loan and transfer of players who enter into, participate in, and leave football in Australia.
- (b) These Regulations form part of the FA Statutes.

### 2.2 Objectives

The objectives of these Regulations are to:

- (a) promote, develop and protect the game of football in Australia in all its forms for participants of all abilities and skill levels;
- (b) ensure football is regulated in a consistent and co-ordinated manner across the states, territories, districts, zones and clubs;
- (c) ensure young players and officials are adequately protected;
- (d) provide for stability in the contractual relations between clubs and professional players;
- (e) develop elite pathways and career paths for football players and officials within Australia;
- (f) maximise the attractiveness of football and Australia's international competitiveness in world football; and
- (g) align the Australian registration system with the FIFA Statutes and the AFC Statutes.

### 2.3 Application and Scope

These Regulations:

- (a) apply to FA, Member Federations, District Associations, Competition Administrators, Clubs, Players, Officials and Intermediaries (**Members**);
- (b) apply to all forms of organised football under FA's jurisdiction, including but not limited to eleven-a-side or outdoor, modified football, futsal, indoor, beach, summer football, MiniRoos and schools football;
- (c) continue to apply to a Member even after that Member's association, registration, employment or engagement has ended, if that Member breached these Regulations while they were a Member; and

- (d) do not limit or restrict the application of the FIFA Statutes or the AFC Statutes.

#### **2.4 FA Jurisdiction and Obligations**

- (a) FA, as the member of FIFA for Australia, is responsible for the organisation, promotion and administration of football throughout Australia. Accordingly, it has jurisdiction over all Matches and Competitions within Australia and, in particular, National Championships, National Leagues and Matches involving National Teams.
- (b) FA must:
  - (i) comply with these Regulations and ensure that any Competition Rules are not inconsistent with these Regulations;
  - (ii) ensure compliance of these Regulations by Member Federations, Clubs, Players and Officials;
  - (iii) investigate any complaint about a breach of these Regulations by or against a party within its jurisdiction;
  - (iv) impose disciplinary sanctions against a party within its jurisdiction found to have breached these Regulations; and
  - (v) provide appropriate education and training to those who manage and implement these Regulations.

#### **2.5 Member Federation Jurisdiction and Mandate**

- (a) Each Member Federation, as a member of FA, is responsible for the organisation, promotion and administration of football throughout its own state, territory or region and has jurisdiction to stage or sanction Competitions or Matches within its own boundaries.
- (b) FA grants each Member Federation a mandate to govern the implementation and enforcement of these Regulations within that Member Federation's jurisdiction, subject to any contrary provision in these Regulations. That mandate remains in force unless suspended or revoked by FA in writing in accordance with article 16.2.
- (c) A Member Federation must:
  - (i) comply with these Regulations and ensure that any Competition Rules are not inconsistent with these Regulations;
  - (ii) ensure compliance of these Regulations by District Associations, Competition Administrators, Clubs, Players and Officials within its jurisdiction;

- (iii) investigate any complaint about a breach of these Regulations by or against a party within its jurisdiction;
- (iv) impose disciplinary sanctions against a party within its jurisdiction found to have breached these Regulations; and
- (v) provide appropriate education and training to those who manage and implement these Regulations.

### **3. COMPETITIONS AND CLUBS**

#### **3.1 Domestic Match Calendar**

- (a) Any and all Competitions must be played in accordance with the Domestic Match Calendar.
- (b) A Competition Administrator seeking to stage a Competition otherwise than in accordance with the Domestic Match Calendar as prescribed in clause 3.1(a) must apply in writing for FA's prior approval, in the manner prescribed by FA from time to time.
- (c) FA may approve such application made in accordance with clause 3.1(b) in its sole and absolute discretion and, notwithstanding clause 18.2, the decision of FA in accordance with this article 3.1(c) is final and may not be appealed.

#### **3.2 Registration of Competitions**

- (a) A Competition must be registered with FA by the Competition Administrator using Prescribed Form 01 (Application for Registration of Competition) in the manner as prescribed by FA from time to time.
- (b) By the act of registration the Competition Administrator agrees to comply with the FA Statutes, including these Regulations, the Code of Conduct and the Grievance Procedure.

#### **3.3 Competition Rules**

- (a) A Competition Administrator must have Competition Rules to govern the administration and management of the Competition under its control.
- (b) Competition Rules:
  - (i) may cover areas relating to the management and rules of the Competition, including:
    - (A) Season draws and fixtures;
    - (B) Competition format and points or placing system;

- (C) substitutions and technical areas;
  - (D) minimum and maximum player rosters;
  - (E) minimum and maximum player payments; or
  - (F) any other matter referred to in these Regulations;
- (ii) may include procedural requirements to facilitate the staging of the Competition;
  - (iii) may include age appropriate requirements, including modified teams, rules or field restrictions, or gender specific requirements, including females participating in male teams or Competitions;
  - (iv) cannot be inconsistent with any term of these Regulations, the Laws of the Game or the Disciplinary Regulations; and
  - (v) must be submitted to the relevant Member Federation or FA (as applicable) for approval prior to application to that Competition.

### 3.4 Registration of Clubs

- (a) A Club must be registered with FA using Prescribed Form 02 (Application for Registration of Club) in the manner as prescribed by FA from time to time. By the act of registration a Club agrees to comply with the FA Statutes, including these Regulations, the Code of Conduct and the Grievance Procedure.
- (b) In order for a Club to maintain its registration with FA that Club must agree to the terms of registration (including agreement to comply with the FA Statutes), and ensure that the requisite details including contact information are updated, on an annual basis in the National Online Registration System.
- (c) If a Club does not register any Players in a Competition for a period of 12 months, that Club's registration will lapse and the Club will be deemed inactive on the National Online Registration System. FA may retain information in relation to the Club for record-keeping purposes.

### 3.5 Club Names and Logos

- (a) A Club's name or logo must not contain any words or images (whether in isolation or combination and whether directly or indirectly) which FA determines in its sole and absolute discretion to be offensive, undesirable, repulsive, vulgar, vilifying, discriminatory or that are likely to mislead or incite hatred or violence.
- (b) FA may refuse the registration of, or de-register, a Club in its sole and absolute discretion if a Club fails to comply with clause 3.5(a). However, FA will consult with the relevant Member Federation where applicable prior to any such refusal or act of de-registration.

- (c) If a Club wishes to change its Club name or Club logo, it must submit a duly executed Prescribed Form 02B (Change of Club Name or Logo) to the Club's Member Federation or FA, as the case may be, in the manner prescribed by FA from time to time. A change to a Club's name or logo will not take effect until it is approved by FA with such approval to be granted in FA's sole and absolute discretion but following consultation with the relevant Member Federation where applicable.

### 3.6 Competing Outside Local Member Federation

- (a) Subject to article 3.5(b), if a Club wishes to participate in a Competition under the jurisdiction of a Member Federation other than where that Club is domiciled (**Adopted Member Federation**), that Club must:
- (i) inform in writing the Member Federation in which it is domiciled (**Local Member Federation**) of its intention to do so; and
  - (ii) apply to the Adopted Member Federation for approval.
- (b) The Adopted Member Federation must first consider and determine whether to approve the Club's application. If the Adopted Member Federation wishes to approve the Club's application, it must then receive the Local Member Federation's consent before such approval will be granted. If approval is granted by both the Adopted Member Federation and the Local Member Federation, the Club will be permitted to participate in the Competition.
- (c) If a Club's application under article 3.4(a) above is denied by either the Adopted Member Federation or the Local Member Federation, the Club may apply to FA for approval. FA will then determine the matter in its absolute discretion and may take into account the following considerations:
- (i) the reasons why either the Adopted Member Federation or Local Member Federation denied the application;
  - (ii) the integrity of the relevant Competitions;
  - (iii) development of the game in Australia; and
  - (iv) any other factor considered relevant in all the circumstances.

### 3.7 Institute Teams

- (a) An Institute may apply to a Competition Administrator to compete in its Competition. If a Competition Administrator refuses an Institute's application to participate in a Competition, that Institute may apply to FA to seek a determination that the Institute be permitted to participate in the Competition.
- (b) FA may require a Competition Administrator to permit an Institute to compete in a Competition. FA will determine the matter in its absolute discretion and may take into account the following considerations:

- (i) the reasons why the Competition Administrator denied the application;
- (ii) the integrity of the Competition;
- (iii) the development pathway of elite players in Australia;
- (iv) development of the game in Australia; and
- (v) any other factor considered relevant in all the circumstances.



## **4. STATUS OF PLAYERS**

### **4.1 Amateur or Professional Player**

- (a) A Player participating in football is either an Amateur or a Professional.
- (b) A Professional is a Player who has a written contract with a Club, under which he or she is paid more than the expenses he or she effectively incurs to play football for that Club.
- (c) An Amateur is any Player that is not a Professional. A Club may pay or reimburse a Player any expenses incurred by that Player without affecting his or her status as an Amateur, including but not limited to travel, kit, equipment or insurance premiums. If, however, an Amateur is paid or reimbursed more than \$110 a week by a Club, the onus is on that Club to satisfy the Competition Administrator that the amount paid accurately reflects the expenses incurred by that Player. If the Club fails to satisfy this onus, that Player will be deemed to be a Professional.
- (d) A Player's Club must ensure that the Player's status as either Amateur or Professional is accurately recorded in the National Online Registration System at all times.

### **4.2 Age Restrictions**

- (a) A person under the age of five (5) years cannot register as a Player under these Regulations, unless Competition Rules specifically allow players to be registered if they turn five (5) during the Season.
- (b) Notwithstanding article 4.2(a), a person under the age of five (5) years may be registered to participate in a MiniRoos Kick-Off program.
- (c) A Player must not be signed as a Professional if they are under the statutory school leaving age in the state or territory where the Player will be registered.
- (d) The time for determining relevant age is at the time of the Player's registration.

### **4.3 Reacquisition of Amateur Status**

- (a) A Player registered as a Professional cannot re-register as an Amateur until at least 30 days after his or her last Match as a Professional. Where the National Leagues administered by FA have different Season timings to Member Federation Competitions, Competition Rules may provide an exception to allow a Professional in a National League to return to a Member Federation Competition as an Amateur with a shorter stand down period.
- (b) No compensation is payable on the reacquisition of Amateur status. If a Player re-registers as a Professional within 30 months of being reinstated as an Amateur, then Training Compensation may be paid, if applicable, in accordance with article 12.

#### **4.4 Change of Status from Amateur to Professional**

Where a Player is initially registered as an Amateur and subsequently changes status from Amateur to Professional during a Season, it is the responsibility of the Player's Club to ensure that the Player's status is updated in the National Online Registration System and that the Player's registration is otherwise in accordance with this article 4.

#### **4.5 Termination of Activity**

A Professional who ends his or her career on the expiry of a Professional Player Contract, and an Amateur who terminates his or her activity, will remain registered with FA for a period of 30 months from the date the Player made his or her last appearance for a Club in a Match.

### **5. REGISTRATION OF PLAYERS**

#### **5.1 Freedom of Choice**

- (a) A Player may apply to be registered with any Club of his or her choice.
- (b) A Competition Administrator or Club may only refuse to accept an application from a Player based on legitimate competition reasons in accordance with Competition Rules, including but not limited to restrictions on the number of players, available fields or coaches.

#### **5.2 Registration Mandatory**

- (a) A Player must be registered with FA before he or she can play for a Club. By the act of registration, a Player agrees to abide by the FA Statutes and, if applicable, the FIFA Statutes and the AFC Statutes.
- (b) Subject to article 5.10(b), a Club must not play any person in any Match unless that person is registered with FA as a Player with that Club in accordance with this article 5.

#### **5.3 Purpose of Registration**

A Player must only be registered with a Club for the purpose of playing organised football, unless a Player is required to be registered with a Club for mere technical reasons to secure the transparency of consecutive transactions.

#### **5.4 Process for the Registration of an Amateur**

- (a) All Amateurs must be registered via the National Online Registration System. The registration of an Amateur with a Club is effective from the date the individual is made 'active' by the Club within the National Online Registration System.
- (b) An Amateur may not be made 'active' in the National Online Registration System unless and until:

- (i) that Amateur has been assigned a FIFA ID in the National Online Registration System; and
  - (ii) where that Amateur was previously registered with a Club, a National Transfer has been created in and captured by the National Online DTS.
- (c) The registration can be effected through:
- (i) the Player self-registering via the National Online Registration System and the Club accepting the Player's registration; or
  - (ii) the Player completing the Prescribed Form 03 (Registration of Amateur) and the Club registering the Player on the Player's behalf via the National Online Registration System.
- (d) If a Player is registering for the first time, that Player must provide the Club with evidence of the Player's name and age, by producing an original birth certificate, passport or driver's licence.
- (e) The registration of an Amateur with his or her Club continues for a Season and, unless it is terminated earlier in accordance with article 11.2, ends on the later of the end of the Season or the time as specified in the Competition Rules.

#### **5.5 Application Process for Registration of a Professional**

- (a) A Player is eligible to be registered with FA as a Professional with a Club only if:
- (i) the Club with which the Player wishes to be registered has validly lodged with its Competition Administrator:
    - (A) an original, signed Application to Register Professional Player Form in the Prescribed Form 04, including evidence of age and, if applicable, the right to work in Australia; and
    - (B) an original Professional Player Contract signed by the Club and the Player seeking to be registered; and
  - (ii) if necessary, an ITC has been requested by FA for the Player in accordance with article 5.6; and
  - (iii) the application is lodged, and, if necessary, the ITC is requested, during a Registration Period or otherwise in accordance with these Regulations.
- (b) All Professionals must be registered via the National Online Registration System. Subject to article 5.5(c), the registration of a Professional with a Club is effective from the date the Professional is made 'active' within the National Online Registration System, with such date of registration to be entered by the Competition Administrator

on the Prescribed Form and continues in accordance with the Player's Professional Player Contract.

- (c) The registration of a Professional with a Club cannot be completed unless and until:
  - (i) that Professional has been allocated a FIFA ID in the National Online Registration System; and
  - (ii) where that Professional was previously registered with a Club, a National Transfer has been created in and captured by the National Online DTS.
- (d) Each Competition Administrator must provide FA with copies of all the received Prescribed Forms as soon as reasonably practicable, and in any event within seven (7) days, following a request by FA. If those forms are not received by FA in that time, FA may annul or suspend the registration of any Player to which such forms relate.

#### 5.6 International Transfer Certificate

- (a) If a Player was previously registered with an International Club, FA must request an ITC from the National Association of that International Club via the FIFA TMS.
- (b) Subject to article 5.9 and the FIFA Statutes, FA may only request an ITC for:
  - (i) a Professional Player; and
  - (ii) an Amateur Player who is participating in a Professional Competition, from another National Association during the Registration Periods for FA, as specified in FIFA TMS.
- (c) Where an ITC is required for a Minor that is ten (10) years or older FA must, in accordance with the FIFA Statutes, obtain prior approval from the FIFA Players' Status Committee before FA is able to request an ITC from the other National Association.
- (d) A Player cannot be registered unless and until the ITC is received by FA via the FIFA TMS or confirmation is received that an ITC is not required.
- (e) If FA does not receive a response from the other National Association to an ITC request made via FIFA TMS within seven (7) days of that request being made by FA, then the Player may immediately be registered on a provisional basis in accordance with the FIFA Statutes.
- (f) Where a Player requires an ITC to be eligible to play in a Competition other than a National League Competition, registration takes effect on the date that FA provides the relevant Member Federation with a copy of the ITC.
- (g) Where a Player does not require an ITC to be eligible to play in a Competition other than a National League Competition, registration takes effect on the date that FA

provides the relevant Member Federation with written confirmation that an ITC is not required.

- (h) An ITC is not required for a Player under the age of ten (10) years.
- (i) In accordance with the FIFA Statutes, a separate ITC is required for futsal which is distinct from the ITC used in eleven-a-side football. An international futsal transfer certificate can be requested outside of the FIFA TMS.

### 5.7 First Registration Requiring FIFA Approval

Any Minor seeking to be registered as a Player who has not previously been registered with a Club or an International Club and who is not an Australian national must, in accordance with the FIFA Statutes, obtain approval from the FIFA Players' Status Committee in order for the registration to proceed.

### 5.8 Registration Periods

- (a) A Player may be registered only during one (1) of two (2) Registration Periods set or approved by FA from time to time comprised of:
  - (i) a maximum 12 week period to begin after the completion of a Season and before the start of the next Season; and
  - (ii) a maximum four (4) week period to occur in the middle of a Season.
- (b) The dates of the Registration Periods for a National League and any Professional Competition are as specified in the FIFA TMS and may be specified in the Competition Rules for that National League or Professional Competition (as applicable),
- (c) FA will enter the two (2) Registration Periods for the National Leagues and Professional Competitions into the FIFA TMS. These Registration Periods apply to the registration of all:
  - (i) Professional Players; and
  - (ii) Amateur Players seeking to register for a Club in a Professional Competition; and
- (d) Registration Periods do not apply to Competitions in which only Amateurs participate. For such Competitions, the Competition Administrator must specify in the Competition Rules any timeframes within which Players may be registered, taking into account the integrity of the Competition.

### 5.9 Registration Outside Registration Periods

Subject at all times to any ITC requirements in the FIFA Statutes, FA or a Member Federation (as the case requires) may register a Player outside the Registration Periods if:

- (a) the Player is a Professional and was not bound by a playing contract before the expiry of the immediately preceding Registration Period;
- (b) the Player is a goalkeeper and FA or the Member Federation has been satisfied that the Club has a justifiable reason for the request and has provided appropriate evidence; or
- (c) FA or the Member Federation is satisfied in its absolute discretion that exceptional circumstances exist, including if a Player terminated his or her Professional Player Contract for Just Cause.

#### **5.10 Player Passport**

- (a) Each Player registered with FA must have a Player Passport containing the relevant details of the Player as set out in Prescribed Form 07 (Player Passport) including the clubs for which the Player has been registered since the season of his or her 12<sup>th</sup> birthday. If a Player's birthday falls between seasons, the club for which he or she was registered in the Season following his or her birthday must be listed in the Player Passport.
- (b) Player Passports are required for the international movement of Players and to facilitate the payment of any Training Compensation or Solidarity Contribution that is payable in accordance with article 12.
- (c) Member Federations and Clubs must assist FA in the implementation and completion of Player Passports.

#### **5.11 Prohibition on Dual Registration**

- (a) A Player can be registered with only one Club in each form of the game (such as eleven-a-side or futsal) at a time.
- (b) A Player registered with FA can play only for the Club (in the relevant form of the game) to which he or she is registered unless:
  - (i) the Player is playing for a Representative Team;
  - (ii) the Player is playing for a schools team that is not a Club;
  - (iii) the Player is playing in a benefit, testimonial or charity match if that Player has written special permission from FA or a Member Federation as the case requires;
  - (iv) the Player is playing in a trial match provided the Player has the written permission of his or her Club and plays in no more than two (2) trial matches or such other number of matches as may be specified in Competition Rules; or

- (v) there are any other exceptional circumstances approved by FA in its absolute discretion, including the nature and extent of injuries, suspension or Representative Team call ups, or a National League Player needing to maintain fitness when a National League is out of season.
- (c) A Player who, in accordance with article 5.11(b), plays for a Club other than the Club to which he or she is registered may not be deemed an ineligible player in any Competition Rules solely by reason of that Player not being registered to play for the Club.
- (d) A Player may be registered for a maximum of three (3) Clubs in each form of the game during a Season. During this period, the Player is only eligible to play in Matches (other than friendly or trial matches) for two (2) Clubs in each form of the game. This article 5.11(d) does not affect the operation of article 5.10(a).
- (e) If the Player plays in a National League, the different Season timings of the Competitions that the Player is seeking to register for will be taken into consideration.
- (f) A Replacement Player, or a National League Player on loan to a Club or Institute (in accordance with the relevant Competition Rules), must be registered with the new Club (and not its parent Club).

#### 5.12 Prohibition on Bridge Transfers

- (a) A Player or a Club must not be involved in a Bridge Transfer.
- (b) It is presumed that, unless otherwise determined by FA or a Member Federation (as applicable) in its sole and absolute discretion, if two (2) consecutive transfers between a Club and another Club or International Club involving the same Player occur within a period of 16 weeks, the parties, being the Player and the Club(s) involved in those two (2) transfers have participated in a Bridge Transfer.
- (c) The onus is on the party seeking to rebut the presumption in article 5.12(b) above to satisfy FA or a Member Federation, as applicable, that this is not a Bridge Transfer.
- (d) The decision of FA or a Member Federation (as applicable) taken in accordance with article 5.12(b) above is final and may not be appealed.

#### 5.13 Registration Fees

- (a) A Club may charge a reasonable fee to Players provided that:
  - (i) it discloses in the National Online Registration System all fees, levies and charges imposed by the Club, its District Association and/or Member Federation, and the national registration fee payable to FA; and
  - (ii) the fee reflects actual expenses related to the Player's participation in a Competition.

- (b) The onus is on the party imposing the fee, levy or charge to satisfy FA that it is reasonable.

## **6. PLAYER ROSTERS**

### **6.1 Use of Player Rosters**

- (a) Subject to article 6.2 below, FA, a Member Federation or a Competition Administrator may:
  - (i) require a Club participating in a Competition to have a Player Roster as a condition of eligibility to participate in that Competition;
  - (ii) prescribe additional requirements, conditions or rules in respect of the Player Roster that are applicable to a specific Competition, which may include, but are not limited to:
    - (A) the minimum and maximum number of players each Club may register on its Player Roster for that Competition;
    - (B) any restrictions regarding certain types of Players, such as age-eligibility, homegrown Players, or Visa Players; or
    - (C) conditions regulating the inclusion of Players on a Club's Player Roster (for example, the player points system);
- (b) The Player Roster requirements, conditions or rules for a Competition:
  - (i) cannot be inconsistent with any term of these Regulations, the Laws of the Game or the Disciplinary Regulations; and
  - (ii) must be submitted to the relevant Member Federation or FA (as applicable) for approval prior to application to that Competition.

### **6.2 National State Premier Leagues**

- (a) A National State Premier Leagues Club must have a Player Roster for that Club's senior male and female teams participating in the National State Premier Leagues.
- (b) A National League Club participating in a National State Premier Leagues must:
  - (i) have a Player Roster that complies with the requirements of the:
    - (A) relevant Member Federation (if any); and
    - (B) National League Player Contracting Regulations;



- (ii) be permitted to include on its Player Roster Players who may be up to:
  - (A) for the National State Premier Leagues 2021 Season, 24 years of age in 2021; and
  - (B) for the National State Premier Leagues 2022 Season and all future National State Premier League seasons, 23 years of age in the year in which the National State Premier Leagues is staged; and
- (iii) not include any Visa Players.

## **7. VISA PLAYER AND GUEST PLAYER**

### **7.1 Player from an International Club**

If a Player was previously registered with another National Association, the provisions of the FIFA Statutes must be complied with, including the receipt by FA of a valid ITC from that National Association.

### **7.2 Visa Player**

- (a) If a Club wishes to register a Visa Player as a Professional, that Club must ensure it meets all the legal requirements for acquiring and maintaining a valid visa or work permit for that Visa Player including, where applicable, a letter of endorsement from FA, the payment of any minimum salary, and any sponsorship requirements.
- (b) These Regulations apply equally to Visa Players, including but not limited to the submission of Prescribed Forms, Registration Periods, Professional Player Contracts and ITCs.
- (c) Competition Rules may specify additional rules for Visa Players, including:
  - (i) that the term of a Professional Player Contract is not to exceed the term of the visa issued to that Visa Player;
  - (ii) to ensure the integrity of the Competition and the objectives of these Regulations are maintained; and
  - (iii) any maximum number of Visa Players per Club per Season.

### **7.3 Guest Player**

- (a) These Regulations apply equally to Guest Players, including the submission of Prescribed Forms, Professional Player Contracts and ITCs.
- (b) If a Competition Administrator wishes to allow Guest Players in its Competition, its Competition Rules must ensure:

- (i) the integrity of the Competition is maintained, including any finals series; and
- (ii) any additional rules are clearly specified, including any minimum or maximum numbers of Guest Players or Matches to be played.

## **8. CONTRACTING**

### **8.1 Professional Player Contract**

A player contract between a Club and a Professional must:

- (a) subject to article 8.5 below, be in the form of the Professional Player Contract (Prescribed Form 05). The body of the Professional Player Contract must not be amended;
- (b) be for a term of not less than from the date of registration until the end of the Season;
- (c) be for a term of no more than five (5) years unless the Professional is a Minor, in which case the term must be no longer than three (3) years;
- (d) comply with any FIFA Statutes and FA Statutes in relation to Intermediaries (including FA's Regulations on Working With Intermediaries); and
- (e) have an expiry date of no later than 30 days after the last Match in the final year in which the Player's services are to be provided or as otherwise specified in Competition Rules.

### **8.2 Not Subject to Medical Examination or Visa**

The validity of a Professional Player Contract must not be made subject to the positive results of a medical examination or to the acquisition of a visa or work permit. The prospective Club must make any necessary investigation, study, test, medical examination or other appropriate action before entering into the Professional Player Contract.

### **8.3 Restrictions on Negotiations**

A Club that wishes to enter into a playing contract with a Professional who is subject to an existing playing contract must:

- (a) if the Professional's existing playing contract is due to expire in six (6) months or more, obtain the prior written consent of the Professional's current Club and the Professional before it begins negotiations with that Professional; or
- (b) if the Professional's existing playing contract is due to expire within six (6) months, notify the Professional's current Club and the Professional in writing before it begins negotiations with that Professional; and
- (c) not enter into any playing contract with that Professional until his or her existing playing contract has expired or is due to expire within six (6) months.

#### 8.4 Additional Futsal Requirements

- (a) A Professional under contract with an eleven-a-side Club may sign a second Professional Player Contract with a different futsal Club only if he or she obtains the prior written consent of that eleven-a-side Club.
- (b) A Professional under contract with a futsal Club may sign a second Professional Player Contract with a different eleven-a-side Club only if he or she obtains the prior written consent of that futsal Club.

#### 8.5 National League Player Contract

The form of the Professional Player Contract for any Professional Player playing in a National League Competition is as prescribed in the relevant Competition Rules or National League Player Contracting Regulations.

### 9. CONTRACTUAL STABILITY

#### 9.1 Respect of Contract

- (a) A Professional Player Contract must be respected by all parties and cannot be unilaterally terminated or terminated other than in accordance with this article 9.
- (b) A Professional Player Contract may only be terminated:
  - (i) on expiration of its term;
  - (ii) by mutual written consent between the Club and the Professional and completing Prescribed Form 09 (Mutual Termination of Professional Player Contract);
  - (iii) by a Club for Just Cause; or
  - (iv) by a Professional for Just Cause, including Sporting Just Cause.

#### 9.2 Termination for Just Cause

- (a) If a party wishes to terminate a Professional Player Contract for Just Cause, that party must provide written notice to the other party specifying the reasons for the termination (**Termination Notice**) and provide a copy of the Termination Notice to the Competition Administrator at the same time. Any steps required to be taken by a party under a Professional Player Contract before giving rise to a right to terminate for Just Cause must be taken by that party before a Termination Notice may be issued.
- (b) If a party wishes to dispute a Termination Notice, that party must within seven (7) days of receipt of that Termination Notice refer the purported termination to the relevant Competition Administrator pursuant to its Grievance regulations and must at the same

time provide a copy of that referral to FA. The Professional Player Contract will not be terminated until the earlier of:

- (i) the party who disputes the Termination Notice advising the other party, in writing, that they have withdrawn their referral; or
  - (ii) final determination, as provided for in the relevant Competition Administrator's Grievance regulations, being issued (either in writing or verbally, whichever occurs the earlier) that the termination is valid.
- (c) If the Termination Notice is not disputed or if the Competition Administrator does not receive a copy of the dispute notice within the seven (7) days, the Professional will be automatically de-registered with that Club effective from the expiration of those seven (7) days.
- (d) If a party terminates a Professional Player Contract for Just Cause, the termination is without prejudice to any other right or remedy that party may have against the other party (or parties). Accordingly, a party may initiate a Grievance to recover any fees owing or compensation.
- (e) If a Professional terminates a Professional Player Contract for Just Cause, that Professional is entitled to transfer as a free agent to the football club of his or her choice. Accordingly, the Professional's Club is not entitled to a Transfer Fee.

### 9.3 Termination for Sporting Just Cause

- (a) A Professional has Sporting Just Cause to terminate his or her Professional Player Contract if that Professional:
- (i) has appeared in fewer than 10% of Matches played by the Professional's Club during the Season for which the Player has made himself or herself available; or
  - (ii) can otherwise establish Sporting Just Cause. Sporting Just Cause is to be established on a case by case basis depending on the particular circumstances of the Professional, including:
    - (A) any injury or illness sustained;
    - (B) any suspension incurred;
    - (C) field position and position in the team (such as reserve goalkeeper);
    - (D) age; and
    - (E) reasonable expectations on the basis of past career.
- (b) If a Professional believes that he or she can establish Sporting Just Cause:
- (i) that Professional must within seven (7) days after the last Match in which the Club participates in a Season give written notice to the Club setting out

- the particulars of the Sporting Just Cause and provide a copy of that notice to the Competition Administrator;
- (ii) the Club must within seven (7) days of receipt of the Professional's notice notify the Professional in writing as to whether the Club consents to the termination of the Professional Player Contract for Sporting Just Cause; and
  - (iii) if the Club does not consent and the Professional wishes to dispute that decision, he or she may initiate a Grievance in accordance with the Competition Administrator's Grievance regulations.
- (c) If a Professional terminates his or her Professional Player Contract for Sporting Just Cause in accordance with this article 9:
- (i) the Club must pay the Professional all annual salary, match payments and other amounts due up to the date of termination;
  - (ii) the Professional's registration with that Club will be terminated by FA; and
  - (iii) the Professional is entitled to transfer as a free agent to the football club of his or her choice.

#### **9.4 Consequences of Termination Without Just Cause**

- (a) If a Professional terminates a Professional Player Contract without Just Cause or Sporting Just Cause:
- (i) the termination is without prejudice to any other right or remedy that the Club may have, including the initiation of a Grievance to recover compensation; and
  - (ii) the Professional may also be subject to disciplinary sanctions in accordance with article 16, including ineligibility to register with a new Club for a specified period of time.
- (b) If a Club terminates a Professional Player Contract without Just Cause:
- (i) the termination is without prejudice to any other right or remedy that the Professional may have, including the initiation of a Grievance to recover compensation;
  - (ii) that Club may also be subject to disciplinary sanctions in accordance with article 16, including a ban on the registration of players for a specified period of time; and
  - (iii) Training Compensation is not payable to that Club (which is without prejudice to the rights of other relevant previous Clubs).
- (c) Any Club signing a Professional who has terminated his or her previous Professional Player Contract without Just Cause is deemed, unless established to the contrary, to

have induced that Professional to commit a breach and may be subject to a disciplinary sanction.

- (d) Any person subject to the FA Statutes, including an Official, or an Intermediary, who acts in a manner designed to induce a breach of contract between a Professional and a Club in order to facilitate the transfer of a Professional, may be subject to a disciplinary sanction.

#### **9.5 No Unilateral Options**

No party to a Professional Player Contract can have a unilateral option to renew that Professional Player Contract. Both parties must agree to a renewal and the terms of that renewal.

#### **9.6 Overdue payments**

- (a) Clubs must comply with their financial obligations towards Professionals in accordance with the terms stipulated in a Professional Player Contract. Any Club found to have delayed a due payment for more than 30 days without a contractual basis may be subject to a sanction in the form set out at article 16.3(a), (b) and/or (c).
- (b) In order for a Club to be considered to be overdue in payment for the purpose of this article 9.6, the Professional must have notified the Club of the default in writing and granted a deadline of at least ten (10) days for the Club to comply with its financial obligations.
- (c) Notwithstanding this article 9.6, any dispute between an A-League Club and an A-League Player or a W-League Club and a W-League Player regarding the alleged non-payment of an A-League Player or W-League Player (as applicable) must be determined exclusively in accordance with the FA National Dispute Resolution Chamber Regulations.

### **10. PROTECTION OF MINORS**

- (a) A Professional Player Contract for a Minor Player must be:
  - (i) signed by the Minor and a parent or legal guardian of the Minor; and
  - (ii) for a term not exceeding three (3) years.
- (b) A Minor is not permitted to transfer from an International Club to a Club, other than in accordance with the FIFA Statutes (which prohibit a Minor from transferring unless that Minor has moved to Australia with his or her parents for reasons that are not linked to football) or with the express written approval of the FIFA Players' Status Committee (such approval to be sought by FA). The process for obtaining an ITC for a Minor, and the first registration of a Minor who is not an Australian national, is dealt with in article 4.

- (c) Any person subject to the FA Statutes, including a Club, an Official or an Intermediary, must not encourage or assist a Minor to transfer internationally other than in accordance with this article 10.

## **11. TRANSFERS AND LOANS**

### **11.1 Transfers and Loans**

- (a) The movement of the registration of an Amateur during a Season is governed by article 11.2.
- (b) The transfer or loan of a Professional is permissible only with the written consent of the Player, the Player's current Club and the Club to which the Player wishes to transfer or loan. A Club must apply to the Competition Administrator of the Competition that the Player is seeking to register in for the transfer or loan of a Professional in accordance with article 11.3. If the Player is moving from a National League, the application must also be made to FA.
- (c) A loan is subject to the same rules that apply to the transfer of a Player, with the following additional rules:
  - (i) the minimum period of a loan is the time between two Registration Periods;
  - (ii) once accepted, a loan will continue in force until the expiry date of the period of the loan (unless it is terminated earlier in accordance with the terms of the loan or these Regulations). A Professional must be contracted for the entire period of the loan;
  - (iii) a Club that has accepted a Professional on a loan basis is not entitled to transfer that Professional to a third club without the written authorisation of the club that released the Professional on loan and the Professional; and
  - (iv) on termination of a loan, the registration reverts immediately to the Club from which the registration was transferred unless the termination occurs outside of a Registration Period, in which case the registration reverts upon commencement of the next Registration Period.

### **11.2 Mid-Season Movement of an Amateur**

- (a) An Amateur cannot be:
  - (i) transferred within Australia; or
  - (ii) Loaned,

pursuant to a written agreement or for any consideration, such as a fee or other benefit. However, for the purposes of the National Online DTS only, an Amateur may be the subject of a National Transfer.

- (b) If an Amateur no longer wishes to play for his or her Club, he or she may allow the registration to lapse. If the Amateur wishes to change Clubs during a Season, the Amateur must either:
  - (i) complete and sign the Notification of Cancellation of Amateur Registration (Prescribed Form 08) and send a copy to the Club and the Competition Administrator; or
  - (ii) apply to de-register via the National Online Registration System, which will notify the Club and the Competition Administrator of the Player's intention to change Clubs.
- (c) If a Club no longer wishes an Amateur to play for the Club, that Club must either:
  - (i) complete the Notification of Cancellation of Amateur Registration (Prescribed Form 08) and send a copy to that Amateur and the Competition Administrator; or
  - (ii) apply to de-register the Player via the National Online Registration System, which will notify the Player and the Competition Administrator of the Club's intention to de-register the Player.
- (d) The de-registration of an Amateur from a Club is effective:
  - (i) immediately when the other party (i.e. Club or Player as the case may be) has confirmed the notification of cancellation; or
  - (ii) seven (7) days from the date the Player requested the de-registration in accordance with article 11.2(b)(i) or 11.2(b)(ii) (as the case may be) unless a Grievance has been initiated with the Competition Administrator in accordance with article 18.2 of these Regulations.
- (e) The Competition Rules by which the Club is bound may provide for a proportionate refund of registration fees to the Amateur in certain no fault circumstances on de-registration.
- (f) The Club or Member Federation (as applicable) must ensure that the correct de-registration date is entered in the National Online Registration System.
- (g) The registration of an Amateur with a new Club is effective from the date the Player is registered in the National Online Registration System and such registration has been accepted by the Club.

### 11.3 Application for the Transfer or Loan of Professional

- (a) A Club may apply for the transfer or loan of a Professional by lodging with the Competition Administrator:



- (i) an original, signed Application to Register Professional Player Form (Prescribed Form 04), including evidence of age and, where applicable, the right to work in Australia;
  - (ii) an original Application for Transfer or Loan Form (Prescribed Form 06) signed by the new Club and the Professional and, if within Australia, the former Club or a duly executed transfer or loan agreement (as applicable) signed by the new Club, former club and the Professional; and
  - (iii) an original Professional Player Contract signed by the Club and the Professional.
- (b) The application must be lodged during a Registration Period or otherwise in accordance with these Regulations.
- (c) The registration of a Professional with a Club is effective from the date of registration as entered by the Competition Administrator in the National Online Registration System and continues in accordance with the Professional Player Contract.

#### 11.4 Additional National League Requirements

A National League Club cannot transfer or loan a Professional:

- (a) to another National League Club; or
- (b) to a Member Federation Club or Institute during the term of the Professional's Professional Player Contract unless the National League Club can satisfy FA, in its sole and absolute discretion, that exceptional circumstances exist. In making its determination, FA may consider factors such as:
  - (i) requirement for rehabilitation from injury;
  - (ii) whether the Player was a reserve goalkeeper;
  - (iii) requirement for match time for the development of elite Players; and
  - (iv) the integrity of the Member Federation Competition.

#### 11.5 International Transfer or Loan of Professional

If a Club intends to register a Professional who is transferring or on loan from an International Club:

- (a) the Club must notify FA and submit to FA a duly executed Application for Transfer or Loan Form (Prescribed Form 06) or a duly executed transfer or loan agreement and a declaration on third party influence (in the form prescribed by FIFA from time to time);
- (b) the Club must enter all required data into FIFA TMS in accordance with the FIFA Statutes; and
- (c) FA will then request the ITC in accordance with the FIFA Statutes.

### **11.6 Overdue payments**

- (a) Clubs are required to comply with their financial obligations towards other clubs in accordance with the terms stipulated in any transfer agreement. Any Club found to have delayed a due payment for more than 30 days without a contractual basis may be subject to a sanction in the form set out at articles 16.3(a), 16.3(b) and/or 16.3(c).
- (b) In order for a Club to be considered to be overdue in payment for the purpose of this article, the other club must have notified the Club of the default in writing and granted a deadline of at least ten (10) days for the Club to comply with its financial obligations.

### **11.7 Receipt of Prescribed Forms by FA**

A Competition Administrator must provide FA with copies of received Prescribed Forms as soon as reasonably practicable, and in any event within seven (7) days, following a request by FA. If such forms are not received by FA within that time, FA has the right to annul or suspend the registration of any Player to which such forms relate.

## **12. TRAINING COMPENSATION, TRANSFER FEES AND SOLIDARITY CONTRIBUTION**

### **12.1 International Training Compensation, Solidarity Contribution and Transfer Fees**

- (a) The FIFA Statutes specify the regulations on:
  - (i) Training Compensation and Solidarity Contributions that apply to the international movement of Players; and
  - (ii) the Solidarity Contribution payable for the domestic transfer of a Professional Player where at least one (1) International Club was involved in the training of the Professional Player.
- (b) Any Club with access to FIFA TMS that wishes to claim Training Compensation or a Solidarity Contribution for a Player from an International Club must do so via FIFA TMS. Any other Club that wishes to claim Training Compensation, Solidarity Contribution, or a Transfer Fee for a Player from an International Club must do so via FA.
- (c) The amount of Training Compensation payable to and from International Clubs is governed by the FIFA Statutes and is dependent on the specified FIFA category of the new Club or International Club. In summary, Training Compensation is distributed to:
  - (i) all the Player's junior Clubs (or Institutes) and/or International Clubs on a pro-rata basis in respect of the Player's first Professional Contract; and
  - (ii) the Player's immediately previous club in respect of the Player's second or subsequent Professional Contracts when being transferred internationally.

- (d) For the purposes of the FIFA Statutes, FA categorises the Clubs as follows:
- (i) Category 3 – A-League Clubs; and
  - (ii) Category 4 – all other Clubs.

## 12.2 Domestic Training Compensation

In accordance with the FIFA Statutes which stipulate that a National Association will regulate the transfer of Players between clubs within that National Association, articles 12.3 to 12.4 set out the application of Training Compensation to the Australian domestic system (***Domestic Training Compensation***). The provisions on Domestic Training Compensation take into account the Australian structure of Member Federations and National Leagues as well as the need to compensate Clubs that invest in the training and education of young Players.

## 12.3 Eligibility for Domestic Training Compensation

- (a) Domestic Training Compensation is due when:
- (i) a Player is registered as a Professional for the first time; or
  - (ii) a Professional is transferred between Clubs and signs a subsequent Professional Player Contract,
- until the end of the Season of his 23<sup>rd</sup> birthday.
- (b) The obligation to pay Domestic Training Compensation under article 12.3(a)(ii) arises whether the transfer takes place during or at the end of the Player's contract.
- (c) Domestic Training Compensation is not due:
- (i) if the former Club terminates the Player's contract without Just Cause (without prejudice to the rights of the previous clubs);
  - (ii) if the Player is transferred to a Category C Club (as described in article 12.4);
  - (iii) if a Professional reacquires Amateur status on being transferred; or
  - (iv) for female Players.

## 12.4 Amount of Training Compensation

- (a) For the purposes of Domestic Training Compensation, FA categorises the Clubs as follows:
- (i) Category A.1 – being A-League Clubs (i.e. Professional Players, including Y-League Contracted Players);

- (ii) Category A.2 – being A-League Clubs in their Y-League or National State Premier Leagues capacity (i.e. Amateur Y-League Players);
  - (iii) Category B – being Clubs (other than an A-League Club) who are licensed and participating in the National State Premier Leagues;
  - (iv) Category C – all other Clubs.
- (b) The amount of Domestic Training Compensation payable by the Club to which a Professional is being registered is set out in the following table:

<b>First Professional Contract</b>			
<i>Category of last prior Club Player was registered as amateur with</i>	<i>Category of Club Player is signing first professional contract with</i>	<i>Amount of Domestic Training Compensation payable</i>	<i>Pro-rated to all of the Player's junior Clubs</i>
C	C	Nil	N/A
C	B	Nil	N/A
C	A.1	\$5,000	Yes
B	B	\$6,000	Yes
B	A.1	\$10,000	\$5,000 pro-rated and remaining \$5,000 to the last Club Player was registered with
A.2	A.1	\$10,000	Yes

<b>Subsequent Professional Contracts When Transferred</b>			
<i>Category of last prior Club Player was registered with</i>	<i>Category of Club Player is signing a subsequent professional contract with</i>	<i>Amount of Domestic Training Compensation payable</i>	<i>Pro-rated to all of the Player's junior Clubs</i>
C	C	Nil	N/A
C	B	Nil	N/A
C	A.1	Nil	N/A
B	C	Nil	N/A
B	B	\$6,000	No
B	A.1	\$6,000	No
A.1	C	Nil	N/A
A.1	B	Nil	N/A
A.1	A.1	\$6,000	No

- (c) No Domestic Training Compensation is payable to an Institute. The Training Compensation otherwise payable to Institutes under these Regulations will go to the last Club the Player was registered with prior to that Institute.

- (d) Except as specified in article 12.4(b) above, no Domestic Training Compensation is due or payable for a Player who transfers between Clubs within Australia.

### 12.5 Payment and Use of Training Compensation

- (a) When Training Compensation is payable, the new Club or International Club is responsible for paying the full amount to FA within 30 days of registration of the Player and FA will distribute it to the Club(s) entitled to Training Compensation in accordance with these Regulations and the FIFA Statutes (whichever is applicable).
- (b) The entitlement to Training Compensation is subject to the Player's registration with the Club and will be determined by reference to the Player Passport.
- (c) If an amount of Training Compensation is to be prorated, such amount will be distributed to any such eligible Club the Player has been registered with since he was 12 years of age on a pro rata basis according to the period of the Player's registration with each Club (which will be identified via the Player Passport).
- (d) If a Club which would otherwise be entitled to receive Training Compensation has ceased to participate in football and/or no longer exists due to, in particular, bankruptcy, dissolution or loss of affiliation, FA will be entitled to receive the Training Compensation. FA must use that Training Compensation for national youth football development programs.
- (e) Training Compensation must be used by a Club to further train and educate Players.

### 12.6 Transfer Fees

- (a) A Club may request a Transfer Fee for a Professional if that Club has a current Professional Player Contract with that Player. A Club cannot claim a Transfer Fee the Player is out of contract, including if the Professional Player Contract has been validly terminated.
- (b) The former and prospective Clubs may negotiate the amount of a Transfer Fee, but only up to a maximum amount of 50% of the total salary owing to the Player for the remaining term of that Player's current contract.
- (c) There are no transfers between National League Clubs or of Amateurs and no Transfer Fee can be requested, offered or paid between National League Clubs or for an Amateur.
- (d) Any Transfer Fee payable for a Player from a Club or International Club must be paid direct to FA within 30 days of the date of registration of that Player where it will be paid into a separate account established and administered by FA for the purposes of this article 12. If a Club receives a Transfer Fee direct from a Club or International Club, that Club must immediately forward the full gross amount to FA.

- (e) FA must distribute a Transfer Fee as follows:
  - (i) any prescribed lump sum owing to the Player under his Professional Player Contract with the Club;
  - (ii) a solidarity contribution of 5% in accordance with article 12.7; and
  - (iii) the balance to the Club.
- (f) If a Transfer Fee is to be paid, it must be:
  - (i) recorded on the Prescribed Form and in any transfer agreement;
  - (ii) only between the two (2) Clubs involved (and not any third party); and
  - (iii) recorded in the financial accounts of the two (2) Clubs involved.
- (g) FA may delegate any of its roles and responsibilities under this article 12 to Member Federations.

#### 12.7 Solidarity Contribution

- (a) If a Professional is transferred out of a Club either permanently or on a loan basis:
  - (i) to an International Club; or
  - (ii) to a Club and at least one (1) International Club was involved in the Professional's training and football education,  
  
before the expiry of his Professional Player Contract, then 5% of any Transfer Fee or any other compensation paid within the scope of this transfer, not including Training Compensation, paid to the Club must be deducted from the total amount of such total compensation and distributed by FA as a Solidarity Contribution to the Clubs and/or International Clubs involved in that Professional's training and football education between the Seasons of his 12<sup>th</sup> and 23<sup>rd</sup> birthdays.
- (b) The Solidarity Contribution must be paid to the Clubs and/or International Clubs with which the Professional has been registered as follows:
  - (i) 5% (or .25% of the compensation) for each Season of the 12<sup>th</sup> to the 15<sup>th</sup> birthday; and
  - (ii) 10% (or .5% of the compensation) for each Season of the 16<sup>th</sup> to the 23<sup>rd</sup> birthday.
- (c) The new Club must pay FA the Solidarity Contribution within 30 days of registration of the Professional for distribution to the relevant Clubs and/or International Clubs.

- (d) If a Club which would otherwise be entitled to receive a Solidarity Contribution has ceased to participate in football and/or no longer exists due to, in particular, bankruptcy, dissolution or loss of affiliation, FA will be entitled to receive the Solidarity Contribution. FA must use that Solidarity Contribution for national youth football development programs.
- (e) The Solidarity Contribution paid to a Club must only be used by the Club to further train and educate players.

### **12.8 Third Party Ownership of Players' Economic Rights**

In accordance with the FIFA Statutes, a Club or Player must not enter into an agreement with a Third Party whereby a Third Party is being entitled to participate, either in full or in part, in compensation payable in relation to the future transfer of a Player from one club to another, or is being assigned any rights in relation to a future transfer or transfer compensation.

### **12.9 Third Party Influence on Clubs**

In accordance with the FIFA Statutes, a Club must not enter into a contract or any other form of agreement that would enable the counter Club(s) or counter International Club(s) (as applicable), and vice versa, or any Third Party to acquire the ability to influence in employment and transfer-related matters its independence, its policies or the performance of its teams.

### **12.10 No Other Payments**

No payments may be offered, made or received relating to the movement of a Player other than in accordance with this article 12.

### **12.11 No Application to Futsal**

The provisions on Training Compensation and the Solidarity Contribution do not apply to the transfer of Players to and from futsal Clubs.

## **13. RELEASE OF PLAYERS**

### **13.1 National Teams**

- (a) A Club is obliged to release its Players for representative teams of the country for which the player is eligible to play on the basis of nationality in accordance with the FIFA Statutes.
- (b) If a Player is selected by FA to compete for a National Team, the Player must promptly report for, and punctually attend, all national Matches, camps, training sessions, media conferences, promotional activities or other functions.
- (c) If a Player is unable to comply with FA's request:
  - (i) due to injury or illness, the Player must if requested by FA, undergo a medical examination by FA's Medical Advisor; and

- (ii) for any reason, the Player must not, unless otherwise agreed by FA (such agreement to be granted or withheld in FA's sole and absolute discretion), play for his or her Club during the period prescribed by the FIFA Statutes.

### 13.2 Member Federation Representative Teams

- (a) A Member Federation may select a Player for that Member Federation's Representative Team:
  - (i) if that Player is registered with a Club or Institute located within that Member Federation's jurisdiction; or
  - (ii) if it satisfies FA that special circumstances exist.
- (b) A Member Federation must give a Player and that Player's Club at least seven (7) days' written notice before the first Match in which the Player is required to participate.
- (c) Subject to the following, a Player is obliged to respond affirmatively when called up by his or her Member Federation for a National Championships or for an FA approved Match (but not including a Member Federation friendly). The Player's Club is also obliged to release the Player for such Matches. A Player may only refuse to comply with the request due to:
  - (i) injury or illness;
  - (ii) work or education commitments;
  - (iii) family or personal commitments;
  - (iv) affordability constraints; or
  - (v) any other reasonable justification.
- (d) If a Player refuses to play without reasonable justification, that Player must not play for his or her Club during the period for which the Player should have been released.
- (e) A Club must co-operate with its Member Federation in relation to the release of Players for official Member Federation Representative Team training, provided that reasonable notice of training times has been given.

### 13.3 Financial Provisions and Insurance

- (a) A Club releasing a Player in accordance with this article 13 is not entitled to financial compensation, but it is not responsible for any costs incurred as a result of the call up, including travel.
- (b) The Member Federation is responsible for ensuring that its Players are covered by appropriate insurance while on Representative Team duty.



#### 13.4 FA Assistance

A Member Federation may request FA's assistance to obtain the release of a Player to that Member Federation if:

- (a) the Club refuses to release the Player; and
- (b) the matter is referred to FA at least five (5) days before the Match for which the Player is required.

#### 14. INTERMEDIARIES

- (a) If a Player or a Club wishes to use the services of a third person to negotiate a Player's Professional Player Contract, they must comply with FA's Regulations on Working With Intermediaries.
- (b) If an Intermediary is used, the name and signature of the Intermediary must be clearly specified in the Professional Player Contract.
- (c) An Intermediary must comply with the:
  - (i) FA Statutes, including these Regulations, FA's Regulations on Working With Intermediaries, the Code of Conduct and the Grievance Procedure; and
  - (ii) FIFA Statutes, including the FIFA Regulations on Working With Intermediaries.

#### 15. OFFICIALS

##### 15.1 Match Officials

- (a) A Match Official must register with FA by either:
  - (i) lodging an original Application for Registration as Match Official form (Prescribed Form 10), signed by the Match Official (or the Match Official's parent or guardian if that Match Official is a Minor); or
  - (ii) self-registering via the National Online Registration System, and the referee branch or Member Federation then accepting the registration.
- (b) By the act of registration, a Match Official agrees to abide by the FA Statutes.
- (c) Once registered, a Match Official must then successfully complete the accreditation process as prescribed by FA from time to time.
- (d) Subject to article 15.1(e), a Match Official must be accredited by FA before he or she can officiate in a Match.

- (e) Where there are insufficient Match Officials available, Competition Rules may provide an exemption allowing non-accredited persons to referee in specified circumstances provided that the person officiating has a good understanding of the Laws of the Game and is of suitable fitness and health.

## 15.2 Club and Team Officials

- (a) All Club Officials and Team Officials (including volunteers) must register with FA via the National Online Registration System in the manner prescribed by FA from time to time.
- (b) By the act of registration, Club Officials and Team Officials agree to abide by the FA Statutes.
- (c) Clubs are responsible for ensuring that their Club Officials and Team Officials are registered with FA.
- (d) For any Club participating in a Competition where FA is the Competition Administrator, Coaches and Team officials must complete any registration process prescribed by FA in the relevant Competition Rules.

## 16. DISCIPLINARY SANCTIONS

### 16.1 Compliance and Enforcement

- (a) Each Club, Player, Official and Intermediary must, in meeting the stated objectives of these Regulations, strictly comply with their terms and honour their spirit and intent. FA and Member Federations may impose disciplinary sanctions to enforce and encourage compliance with these Regulations.
- (b) The scope of disciplinary sanctions is as specified in article 21.5 of the Constitution. This article 16 sets out the specific disciplinary sanctions that may apply for a breach of these Regulations.

### 16.2 Sanction Against a Member Federation

If a Member Federation seriously or persistently breaches these Regulations (including in relation to the registration process), FA may withdraw that Member Federation's mandate and take over the jurisdiction of that Member Federation as specified in article 2.4.

### 16.3 Sanctions Against an Entity

The following disciplinary sanctions may be imposed against an entity (including a Member Federation, District Association, Competition Administrator or Club):

- (a) a reprimand;
- (b) a fine;

- (c) placement of the entity on a bond;
- (d) a deduction or loss of competition points;
- (e) ban on the registration or transfer of any Players for a specified period of time;
- (f) annulment of the registration of a Player;
- (g) suspension from participation in a Match or Matches;
- (h) exclusion, suspension or expulsion from a Competition; or
- (i) such other disciplinary sanctions or measures as is appropriate in all the circumstances, including as prescribed in the FIFA Statutes or the FA Statutes.

#### 16.4 Sanctions Against an Individual

The following disciplinary sanctions may be imposed against an individual (including a Player, Official or Intermediary):

- (a) a reprimand;
- (b) a fine;
- (c) placement of the individual on a bond;
- (d) ban on the registration of Player with any Club for a specified period of time;
- (e) annulment of the registration of a Player;
- (f) suspension from participation in a Match or Matches;
- (g) suspension or expulsion from a Competition;
- (h) suspension or cancellation of a licence or accreditation, Match Official or coaching accreditation;
- (i) termination of registration or playing contract;
- (j) ban on taking part in any football related activity; or
- (k) such other disciplinary sanctions or measures as is appropriate in all the circumstances, including as prescribed in the FIFA Statutes or the FA Statutes.

#### 16.5 Disciplinary Suspensions

- (a) A suspension imposed in terms of matches on a Player or Official participating in:
  - (i) eleven-a-side football only affects that Player's or Official's participation for his or her eleven-a-side football Club; or

- (ii) futsal only affects that Player's or Official's participation for his or her futsal club.
- (b) A suspension imposed in terms of time (such as months or days) affects a Player's or Official's participation in all forms of the game.
- (c) Any disciplinary suspension imposed on a Player or Official prior to registration with a new Club must be enforced and applied by the new Club with which the Player or Official becomes registered.

#### 16.6 Embargo

Without limiting the scope of the FIFA Statutes, FA or a Member Federation (as the case requires) may impose an embargo preventing a Club from registering any Player if that Club:

- (a) is over 30 days in arrears of amounts owing to FA or the Member Federation, including any fees, levies or fines; or
- (b) fails to comply with any Determinations arising from the Grievance Procedure.

#### 16.7 False or Misleading Information

It is an offence to provide information on a Prescribed Form or other document (including on the National Online Registration System and/or National Online DTS) that is false or misleading, including in relation to disciplinary suspensions and financial status.

### 17. FA RIGHTS OF INTERVENTION AND AUDIT

#### 17.1 Right to Be Heard

- (a) In accordance with the FA Statutes, FA reserves the right to be heard and to make submissions in a Member Federation investigation or hearing in relation to a Grievance.
- (b) If FA wishes to exercise its right to be heard it will serve written notice on the Member Federation and that Member Federation will inform FA of the relevant timeframes and procedures that apply to the consideration of the Grievance. Any determination of a Grievance heard in the absence of FA's submissions, will be void and of no effect.

#### 17.2 Right of Intervention

- (a) In accordance with the FA Statutes, FA reserves the right to intervene in a Competition Administrator investigation or hearing of a Grievance if it thinks, in its absolute discretion, that the matter has the potential to adversely affect FA, the FA Statutes or football generally.

- (b) If FA wishes to exercise its right of intervention it will serve written notice on the Competition Administrator and, from the date of that notice, take over the investigation and determination of the Grievance.
- (c) On receipt of the intervention notice, the Competition Administrator must:
  - (i) promptly provide FA with any relevant documents, Prescribed Forms, information or evidence that may assist FA in investigating or determining the Grievance; and
  - (ii) co-operate with FA in the investigation or enforcement of the Grievance.
- (d) Any decision of FA will be binding on the Competition Administrator and the parties to the Grievance.

### 17.3 Right of Audit and Inspection

- (a) FA or a Member Federation may carry out audits and random checks to ensure compliance with these Regulations.
- (b) Each entity subject to these Regulations must:
  - (i) keep adequate records, documents and financial accounts in sufficient detail to enable its compliance with these Regulations to be verified (**Records**);
  - (ii) permit FA or a Member Federation to have full and free access to any Records for the purpose of verifying compliance with these Regulations;
  - (iii) produce copies of Records and any other reports requested by FA or a Member Federation from time to time; and
  - (iv) ensure a representative meets with FA or a Member Federation in person to answer any query in relation to compliance and verification issues in relation to these Regulations.
- (c) FA or a Member Federation (or their authorised representatives) may enter the entity's premises during regular business hours by giving reasonable notice to that entity (by phone, mail or email), to do any of the following:
  - (i) examine and copy Records;
  - (ii) conduct an audit; and
  - (iii) ascertain the entity's compliance with its obligations under these Regulations.
- (d) Each individual (including a Player, Official or Intermediary) subject to these Regulations must if requested:

- (i) permit FA to have full and free access to Taxation Information, Records, documents and financial accounts; and
- (ii) attend (in person or by phone) to answer any queries in relation to compliance and verification issues.

#### **17.4 Confidentiality Obligations**

Any Records or confidential information disclosed to FA or a Member Federation under this article 17 must be kept confidential and used only for the purpose of ensuring compliance with these Regulations. The Records and confidential information cannot be disclosed by FA or a Member Federation to any third party without the prior written consent of the party claiming confidentiality in such Records or information.

### **18. GRIEVANCE PROCEDURE**

#### **18.1 No Recourse to Courts of Law**

Each Member must submit exclusively to the jurisdiction of the Grievance Procedure and must agree that it will not attempt to resolve any Grievance in a court of law.

#### **18.2 Right of Appeal**

- (a) If a party disputes another party's purported action taken under these Regulations, that party must give notice in accordance with the Grievance Procedure:
  - (i) within seven (7) days after the date on which the purported action was taken; and
  - (ii) specifying the relevant facts and the reason for the dispute.
- (b) Any purported action taken under these Regulations will not take effect until the process available under the Grievance Procedure has been terminated or exhausted.

### **19. GENERAL PROVISIONS**

#### **19.1 Deemed Engagement in Conduct or Behaviour**

A person will be deemed to have engaged in conduct or behaviour:

- (a) regardless of whether or not it was committed deliberately or negligently;
- (b) if that person has attempted, threatened, or encouraged others, to engage in that conduct or behaviour; or
- (c) where that person knowingly takes part in the conduct or behaviour.

#### **19.2 Waiver of Enforcement**

FA may choose to not enforce a term of these Regulations in some cases in its absolute discretion without affecting its right to enforce that term in other cases.

### 19.3 Variation and Review of Regulations

- (a) FA may vary these Regulations from time to time or make such further regulations as it deems fit, including to implement changes to the FIFA Statutes, AFC Statutes or FA Statutes.
- (b) FA must review these Regulations regularly to ensure they continue to meet the stated objectives in article 2. FA will not make any material amendments to these Regulations without first consulting with representatives of relevant Members.

### 19.4 Regulations and Inconsistency

- (a) Subject to article 19.4(b), if there is any inconsistency between a term of these Regulations and a term of any Competition Rules or Member Federation regulation (other than any Competition Rules of a National League or National League Player Contracting Regulations), the term of these Regulations will govern to the extent of that inconsistency and the inconsistent term is void and of no effect.
- (b) Where there is any inconsistency between a term of these Regulations and a term of any Competition Rules of a National League, the term of the Competition Rules of the National League will govern to the extent of that inconsistency.
- (c) The National League Player Contracting Regulations specify the rules and regulations which regulate the eligibility, regulations, payments, contracting, loan and transfer of Players in the National Leagues and to the extent of any inconsistency between these Regulations and the National League Player Contracting Regulations, these Regulations will govern to the extent of the inconsistency.

### 19.5 FA May Issue Guidelines

FA may issue guidelines from time to time to assist in the interpretation of these Regulations. Once issued, those guidelines are binding on each Member.

### 19.6 Notice Provision

- (a) Any notice to be provided under these Regulations must be in writing and in English.
- (b) A notice will be taken to have been received:
  - (i) if delivered by hand to the recipient's address, on the date of delivery, as long as delivery is acknowledged in writing by the recipient;
  - (ii) if sent by post, three (3) working days after the posting;

- (iii) if sent by facsimile on a working day at the recipient's, on the date of transmission, or if sent on a non-working day at the recipient's, on the next working day (in both cases as long as the sender's facsimile machine records a successful transmission); and
  - (iv) if sent by email on a working day at the recipient's, on the date of transmission, or if sent on a non-working day at the recipient's, on the next working day (in both cases as long as the sender has a record of successful transmission).
- (c) Unless otherwise specified, all notices must be received by close of business on a working day at the recipient.

## **20. ENFORCEMENT AND TRANSITIONAL MEASURES**

- (a) These National Registration, Status and Transfer Regulations come into force from 3 December 2020 and operate until they are amended or replaced.
- (b) The Regulations have been approved by the FA Board of Directors. As soon as reasonably practicable, Member Federations must draft or amend their regulations and Competition Rules to ensure they comply with these Regulations and provide them to FA for prior written approval.