2026

AFL QUEENSLAND TOTAL PLAYER PAYMENTS POLICY

Overview

This AFL Queensland Total Player Payments Policy is applicable to the QAFL, QAFLW, QFA Division 1 and QFA Division 2 Competitions.

Version

DATE	VERSION	DETAILS	MEMORANDUM
UPDATED	2025.01	Annual Review & Publication	(ATTACHMENT)
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1. Definitions

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

AFL means Australian Football League ACN 004 155 211.

AFL Affiliate means any league, association or body responsible for the organisation and conduct of Australian Football matches and which is affiliated to the AFL (such as AFL Queensland).

AFL Queensland means AFL Queensland Limited ACN 090 629 342.

Australian Rules Football means the game played pursuant to the Laws of Australian Football (administered and controlled by the AFL and set out at https://www.afl.com.au/about-afl/laws-of-the-game).

Club means an Australian Football club that has entered into a License Agreement with an AFL Affiliate or the AFL.

Club Associate includes any of the following, with respect to a Club:

a) a Club Official;

b) a sponsor, member, supporter or financial contributor;

c) a Related Body Corporate and any director, secretary or other officer of that Related Body Corporate;

d) a partner within a partnership pursuant to section 5 of the *Partnership Act 1891* (Qld);

e) a trustee of a trust estate where the Club, or a Club Associate pursuant to the other sub-paragraphs of this definition, benefits or is capable (whether by the exercise of a power of appointment or otherwise) of benefiting under the trust, either directly or through any interposed companies, partnerships or trusts;

f) a body corporate:

   i) in which the Club, or a Club Associate pursuant to the other sub-paragraphs of this definition, has a direct or indirect beneficial interest in shares in the body corporate, or an entitlement thereto, where the nominal value of those shares is not less than 10% of the nominal value of all issued shares of the body corporate falling within the same class;

   ii) where the body corporate is, or its directors are, accustomed or under an obligation, whether formal or informal, to act in accordance with the directions, instructions or wishes of the Club, or Club Associate pursuant to the other sub-paragraphs of this definition; or

   iii) a Club, or a Club Associate pursuant to the other sub-paragraphs of this definition, is in a position to cast, or control the casting of, more than 50% of the maximum number of votes that might be cast at a general meeting of the body corporate.

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

Club Officer means, with respect to a Club, an 'officer' pursuant to s 9AD of the *Corporations Act 2001* (Cth)) and without limitation shall include the president, chairman, vice president, vice chairman, general manager, chief executive, football manager, Coach, any director or committee member and any servant or agent who makes or participates in the making of decisions that affect the whole, or a substantial part, of the business of a Club.

Club Official means, with respect to a Club:

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

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

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

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

Coach means a person registered to an AFL Queensland Affiliated Club as a Coach, holds coaching responsibilities (including an assistant or speciality coach) within that Club and is accredited pursuant to section 4 of the National Handbook.

Declared Player means a Player who has entered into a current, valid Standard Player Declaration with a Club.

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

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

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

b) is so given, provided or applied by the Club or Club Associate;

c) unless the Player, Player Associate, Club or Club Associate proves to the satisfaction of the Integrity Officer that the payment, consideration, advantage or benefit was paid, given, provided or applied for the benefit of the Player or Player Associate, in consideration of bona fide:

i) employment with the Club or Club Associate; or

ii) provision of services to the Club or Club Associate.

Integrity Officer means any person appointed by AFL Queensland to that position. A reference to the Integrity Officer in this Policy shall include a reference to any person or persons appointed by the Integrity Officer to act on their behalf.

Legal Practitioner means a person who is admitted to the legal profession as a barrister or solicitor and who holds a current practicing certificate in any Australian state or territory.

Match means any Australian Rules Football match played between Clubs, including without limitation any practice Match, trial Match, representative Match or exhibition Match.

Maximum Total Player Payments means the maximum Total Player Payments a Club can pay to a Team, after taking into account relevant deductions pursuant to clause 4.3 of this Policy.

National Handbook means the *National Community Football Policy Handbook* published by the AFL.

Play.AFL means the AFL's online platform which incorporates the Coach.AFL accreditation portal for Coaches and a library of online training and other resources for all Coaches.

Player means, save as otherwise provided, a person who is registered to play Australian Rules Football within a Relevant Competition during the relevant Football Year.

Player Associate includes any of the following:

a) Any relative of a Player.

b) A Spouse of a Player or any of his or her relatives.

c) A body corporate where:

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

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

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

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

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

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

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

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

Player Coach means a Coach with respect to a Relevant Competition, who is also a Player within that Relevant Competition.

Player Contract means a contract between a Player and a Club, with respect to their registration as a Player with that Club.

Player Payments Disciplinary Committee means the independent disciplinary committee appointed by AFL Queensland pursuant to clause 7.2 of this Policy.

Policy means this *Total Player Payments Policy* and as amended from time to time.

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

Regular Season means the period from the first match to the final match of Australian Rules Football within a Football Year, not including finals, referred to as the "Home and Away season".

Related Body Corporate has the meaning provided at section 50 of the *Corporations Act 2001* (Cth).

Relevant Competition means any of the QAFL, QAFLW, QFA Division 1, QFA Division 2 North and QFA Division 2 South competitions, administered by AFL Queensland.

Spouse means anyone the subject person lives with, in a genuine domestic relationship.

Standard Player Declaration means the form provided at Appendix 1 of this Policy.

Team means the Players eligible for selection within the Relevant Competition by a Club during the Football Year.

Total Player Payments means the sum of Individual Player Payments made by a Club with respect to a Team.

2. Maximum Total Player Payments – 'Salary Cap'

(a) Clubs or Club Associates may pay/provide benefits to Players or Player Associates as consideration for those Players registering and playing for their Club (**Individual Player Payments or 'IPPs'**).

(b) Each Football Year, AFL Queensland will set a 'Salary Cap' with respect to such payments. There is no cap on each IPP but there is on the sum of IPPs for each Club for each Relevant Competition, with some permissible deductions (see Clause 4.3) (**Maximum Total Player Payments or 'Maximum TPP'**).

Note: Where a non-monetary benefit is provided to a Player, the market value of that benefit will be used.

(c) For the 2026 Season, the Maximum TPP for each Club for each Relevant Competition is as follows:

1. QAFL - $90,000;
2. QAFLW - $25,000;
3. QFA Division 1 - $33,000;
4. QFA Division 2 North - $20,000; and
5. QFA Division 2 South - $20,000.

As a guide, this equates to a weekly TPP of $5,000 per match (QAFL), $1,562.50 per match (QAFLW), $2,062.50 per match (QFA Division 1) and $1,250 per match (QFA Division 2).

3. Reporting requirements

3.1 Standard Player Declarations/Player Contracts

a) At least one week prior to the Regular Season of each Relevant Competition, Clubs must submit Standard Player Declarations and/or Player Contracts for all registered players, where the Club expects that a player will receive an IPP. Those Standard Player Declarations/Player Contracts must be signed by the relevant registered player and Club Official.

b) If, before the end of the Football Year, there is any amendment made to a submitted Standard Player Declaration or Player Contract, within thirty (30) days of such amendment, the Club must submit the amended Standard Player Declaration/Player Contract.

c) Where a player transfers into a Club, a new player registers to a Club and/or a players' status changes whereby they become a Declared Player, a club must submit the Standard Player Declaration and/or Player Contract within seven (7) days of playing their first match for the club.

3.2 TPP Budget

a) By 30 April of each Football Year, each Club must submit a budgeted forecast of the Club's anticipated IPPs (and therefore anticipated TPP) for each Relevant Competition it is participating (TPP Budget). The TPP Budget must be on the AFL Queensland prescribed form, signed by the Club's President (or equivalent) and either the Club Secretary, Treasurer or Football Manager and include:

(i) a list of the players it anticipates playing in the Relevant Competition in that Football Year;

(ii) to the level of detail prompted by the prescribed form, the IPPs the Club anticipates it, or a Club Associate will pay/provide within that Football Year, to:

(A) Players noted at (i); and/or

(B) Player Associates of Players noted at (i);

(iii) with respect to any Player noted at (i), where the Club/Club Associate intends to employ/contract that Player for services outside of playing football, within the Football Year (including as a Coach), the following:

(A) the details of the employment/engagement, including job description; &

(B) the consideration paid or to be paid;

(iv) the anticipated TPP (i.e. the sum of the above IPPs); and

(v) any other documents and/or information as specified or requested by AFL Queensland from time to time.

b) During the Football Year, the Club must immediately provide AFL Queensland with an updated TPP Budget if AFL Queensland makes such a request.

3.3 Confirmation of actual TPP

By 31 October in each Football Year, each Club must submit their actual IPP expenditure (and therefore actual TPP) for each Relevant Competition it participated in (**TPP Confirmation**). The TPP Confirmation must be on the AFL Queensland prescribed form, be signed by the Club's President (or equivalent) and either the Club Secretary, Treasurer or Football Manager and include:

a) A complete list of all Players that played within the Relevant Competition during the Football Year;

b) IPPs the Club or Club Associate paid/provided to a Player or Player Associate of a Player noted at a) within that Football Year, to the level of detail prompted by the prescribed form;

c) With respect to any Player noted at a) where the Club/Club Associate employed/contracted that Player for services outside of playing football, within the Football Year (including as a Coach), the following:

(i) the details of the employment/engagement, including job description; and

(ii) confirmation of the consideration paid;

d) Any other documents and/or information as specified or requested from AFL Queensland from time to time; and

e) The actual TPP made (i.e. the sum of the above IPPs).

3.4 Non-Declared Player

a) Where a Player is expected to play and/or plays a Match in the Senior Team but will not receive any IPPs, they must be included in the TPP Budget and/or the TPP Confirmation.

b) A player that is not expected to receive any IPPs can still complete a Standard Player Declaration with the Club, with nil dollar value shown.

4. AFL Queensland's Maximum Total Player Payment assessment

4.1 Assessing Maximum Total Player Payments

In determining a Club's Total Player Payments, any IPP's listed at clause 4.2 will be relevant to the Maximum Total Player Payments and any IPPs listed at clause 4.3 will be excluded from calculations of the Total Player Payments.

Note: For clarity, while certain IPPs may be exempt, Clubs are still required to declare all IPPs (see Clauses 3.2(a)(ii) and 3.3(b)).

4.2 IPPs regarded for Maximum Total Player Payment assessment

For clarity, AFL Queensland will take the following IPPs into account in determining a Club's total TPP for a Relevant Competition:

(a) Match payments

Payments, including base or retainer payments for selection and/or performance in Club games, as agreed to in the Standard Player Declaration/Player Contract.

(b) Coach payments

Payments/benefits provided as consideration for being a Coach, however, note Clause 4.3(h) of this Policy.

(c) Sign on fees

Any up-front payments for signing with a Club.

(d) Medical reimbursements

Any financial provisions provided for costs incurred in medical or allied health related expenses. For the avoidance of doubt, a Club must declare any payments made to assist with the payment of medical bills, or any refund or reimbursement made for costs incurred relating to medical bills.

(e) Payments to Spouses

Payments, benefits or considerations provided to Spouses, excluding those that are paid as a direct result of the Spouse being legitimately employed by the Club (in that case refer to sub-paragraph (i) of this clause).

(f) Payments via Club Sponsors

Any payment of goods and/or services, related to the player's Club membership and playing of football, received from Club Sponsors for the purpose of playing football.

(g) Rent subsidies and travel allowance

(h) Club trips and training camps

Expenses incurred for Club trips or training camps, except where it meets the standard outlined at 4.3(e).

(i) Club wages in excess of market value

Where a Player or Player Associate is employed/contracted by a Club or Club Associate and such Player/Player Associate is paid an amount in excess of the market value for the equivalent job description (as determined by two (2) comparable quotes), or where the Player/Player Associate does not provide services consistent with the normal terms and conditions of such employment, the amount by which the payment exceeds the market value, or the whole of the payment as the case may be, must be included.

(j) Contract termination payments made directly to a Player or Player Associate

(k) Loan advancements

While loan advancements must be declared, any repayments will be deducted from a Team's Total Payments in the Football Year or Football Years in which such repayments are made.

(l) Prizemoney, awards and incentive payments

(m) Taxes

Any taxes payable (including fringe benefits tax and employee taxes withheld) with respect to payments under this Clause 4.2.

(n) Superannuation contributions

Superannuation payments with respect to:

(i) Payments noted under this Clause 4.2; and

(ii) contributions made in excess of the minimum superannuation guarantee rate with respect to any payments made under Clause 4.3.

(o) Excessive relocation expenses

Any relocation expenses in excess of those listed at Clause 4.3(d).

(p) Other payments related to football

Any payment made to a Player/Player Associate (including payments held in trust) by a Club/Club Associate for the dominant purpose of playing football.

4.3 IPPs exempt from Total Player Payment assessment

AFL Queensland will disregard the following IPPs in determining a Club's TPP:

(a) Club or Player registration fees

Registration fees paid by the Club or a Club Associate for any Player, either partially or in full. Arrangements must be clearly outlined in each Standard Player Declaration/Player Contract. Further, registration fees paid by Players (not Player Associates) can also be deducted from the TPP.

(b) Club Events/Functions

Payments made by the Club or a Club Associate for players to attend 'compulsory' Club social events/functions. Arrangements must be clearly outlined in each Standard Player Declaration/Player Contract. Further, payments made by Players (not Player Associates) to attend 'compulsory' Club social events/functions can also be deducted from the TPP.

(c) Equipment

Items directly required or related to playing football, such as playing apparel (i.e. shorts, socks, jumpers, etc.), playing equipment (i.e. mouthguard, boots) and matchday & training apparel (i.e. polo shirt, slacks, training shirt, etc.).

(d) Certain relocation expenses

(i) Travel:

(A) Flight: One-way economy ticket from last place of residence to South East Queensland (**SEQ**).

(B) Petrol: Fuel covering the direct vehicle journey from last place of residence to SEQ.

(ii) Accommodation:

A maximum of four (4) x nights in '4-star' accommodation or less during travel to, or on immediate arrival to SEQ.

(iii) Moving of assets:

An amount of up to $2,000 (inc GST) to be spent on 'direct' removal costs (i.e. removalist company, freight, hire of truck/van/trailer, etc.)

(e) Club trips & training camps

Expenses incurred by the Club for any official trip taken by a Team where the Team participates in Australian Rules Football training for the majority of each day of the trip.

(f) Superannuation

Any statutory superannuation contributions required to be paid by a Club/Club Associate with respect to payments listed within this clause.

(g) Finals Series Payments

Payments given in Finals, up to 110% of the players contracted match fee during the Regular Season.

Note: Clubs will be required to submit their 'Finals Series Payments' for review as per Section 3.3

(h) A proportion of 'Player Coach' fees

(i) Each Club is permitted to contract one Player Coach whose fees will be disregarded for the purpose of this clause. The amount to be disregarded must not exceed the lower of:

(A) 50% of the total payments made to that player; or

(B) $20,000.00.

(ii) Such Player Coach must:

(A) Be registered as a Coach with their respective Club; and

(B) Hold a minimum 'Bronze Level' AFL Coach Accreditation.

(iii) The Player Coach's coaching contract must be lodged when lodging the Standard Player Declaration/Player Contract (see Clause 3.1(a)) and will also be subject to Clause 3.1(b) during the Football Year.

4.4 AFL Queensland has ultimate discretion

Regardless of Clauses 4.2 and 4.3, AFL Queensland has ultimate discretion as to whether any IPP will be taken into account when assessing a Club's Total Player Payments.

4.5 AFL Queensland may request explanation

a) AFL Queensland may seek an explanation from a Club, Club Associate, Player or Player Associate as to the nature of any IPP.

b) If such explanation is not deemed satisfactory by AFL Queensland, then AFL Queensland may deem such a payment to be included for the purpose of determining whether the Maximum TPP is anticipated to or has been exceeded.

4.6 AFL Queensland may issue guidelines

AFL Queensland may issue guidelines from time-to-time as to the application of this Policy.

4.7 Club may seek a ruling

(a) At any time, a Club may submit particulars of an IPP to AFL Queensland with a request that AFL Queensland issue a ruling as to:

(i) the value of the IPP; and/or

(ii) whether the IPP will be disregarded or not with respect to the Maximum TPP.

(b) Any ruling shall be final and binding on the Club.

5. Club application to exceed Maximum Total Player Payments

(a) Each Football Year, a Club may apply, in writing, to the relevant AFL Queensland Competition Manager to exceed the Maximum TPP for a Relevant Competition.

(b) Such application may be lodged up to ninety (90) days prior to the commencement of the Regular Season.

(c) In determining any such application, AFL Queensland may, in its absolute discretion, take into account one or more of the following factors:

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

(ii) any significant hardship or lack of on-field success endured by the Club;

(iii) a Club's recent movement into a Relevant Competition;

(iv) a recent amalgamation with another club; or

(v) a Club's lack of access to junior players – i.e. it has no or limited underage teams or is otherwise not capable, due to reasons outside of its reasonable control, to develop junior players who will play in the Club's senior team.

(d) If the application is successful, AFL Queensland will advise the Club of a substitute Maximum TPP.

(e) The substitute Maximum TPP is only relevant for the Football Year in which the Club applied and a successful application in one Football Year, is not grounds for an application in a following Football Year.

6. Integrity Officer

6.1 Appointment of Integrity Officer

(a) AFL Queensland may from time to time appoint an Integrity Officer.

(b) The Integrity Officer will:

(i) investigate any suspected breaches of this Policy; and

(j) exercise any of the powers conferred upon them under this Policy or such other powers conferred upon or delegated to them by AFL Queensland.

6.2 No false or misleading information

No Person shall knowingly provide any statement or information to the Integrity Officer or AFL Queensland which is in any respect false or misleading or likely to mislead.

6.3 Clubs to assist Integrity Officer

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

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

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

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

(b) The Club shall provide the Integrity Officer with a copy, including electronic copy, of any of the items referred to in sub-paragraph (a) within seven (7) days' of a request from the Integrity Officer.

(c) Provision of information

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

(d) Attendance before Integrity Officer

Within seven (7) days of any request by the Integrity Officer, a Club shall, procure and ensure the attendance of itself, a Player, Player Associate or any Club Associate, before the Integrity Officer and in doing so, ensure such person or persons:

(i) fully co-operate;

(ii) fully and truthfully answer any questions asked; and

provide any document in his, her or its possession or control as requested.

Note: If the Club is requested to attend, such club representative may be a director, Club Officer, servant, agent, supporter, sponsor or financial contributor to the Club.

6.4 Players to assist Integrity Officer

(a) Full and free access to Players' records

Each Player shall:

(i) Permit, and procure that any Player Associate permits, the Integrity Officer to have full and free access to such of the Player's/Player Associate's books, files, documents, records, articles or things as the Integrity Officer believes may be relevant to their enquiries; and

(ii) the Player shall provide, and procure that any Player Associate provides, the Integrity Officer with a copy, including electronic copy, of any of the items referred to in this paragraph within seven (7) days' of a request from the Integrity Officer.

(b) Companies, trusts and accounts

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

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

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

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

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

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

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

(c) Provision of information

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

(d) Promised payments (promissory notes)

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

(e) Ensure attendance of persons

Within seven (7) days of the Integrity Officer's request, each Player will attend and will procure and ensure the attendance of, any Player Associate before the Integrity Officer. The Player shall ensure, and will use reasonable endeavours to ensure any Player Associate:

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

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

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

7. Breaches of this policy

7.1 AFL Queensland may lay charge

(a) If AFL Queensland/the Integrity Officer suspects any person (for the purpose of this clause 7 and clauses 8, 9 and 10, a 'club' is to be considered a 'person') may have engaged in conduct in breach of this Policy, AFL Queensland may lay a charge against that person.

(b) Where the person has acted at the direction or with the knowledge, consent, agreement or authorisation (whether express or implied) of a Club Official, servant or agent of a Club, the breach shall be deemed to have also been committed by the Club.

Note: For the purposes of this Policy, "knowledge" includes reckless indifference as to whether the conduct in question was occurring or not.

(c) Following the Integrity Officer/AFL Queensland determining to lay a charge, it will serve a *Notice of Charge* on the relevant person.

(d) Such Notice of Charge must:

(i) state the ground(s) for laying the charge;

(ii) state the facts and circumstances that form the basis for AFL Queensland/the Integrity Officer's suspicion;

(iii) offer a sanction in line with Clause 9 of this Policy or refer the matter directly to the Player Payments Disciplinary Committee; and

(iv) where relevant, give three (3) business days for the person to accept that sanction or challenge the breach/sanction before the Player Payments Disciplinary Committee.

7.2 Player Payments Disciplinary Committee

(a) AFL Queensland shall appoint persons to a Player Payments Disciplinary Committee (**PPDC**) to hear and determine matters subject of a *Notice of Charge*.

(b) The PPDC shall consist of three (3) persons, all decision makers, being:

(i) a legal practitioner nominated by AFL Queensland, who shall also be the Chairperson of the PPDC; and

(ii) two other persons nominated by AFL Queensland, with sufficient knowledge of Australian Rules Football or professional sport.

(c) A person shall not be appointed to the PPDC to hear a charge if that person has been:

(i) a Club Official; or

(ii) a Player of a Club;

in the twenty-four months preceding the appointment.

8. Hearing by Player Payments Disciplinary Committee

8.1 General conduct of hearing

(a) AFL Queensland shall fix a time and date for the hearing and inform the PPDC and the person of that time and date, at least seven (7) days in advance.

(b) The PPDC may determine the practice and procedure of the hearing.

(c) Where there is any procedural irregularity in the manner in which a matter has been brought before the PPDC, the PPDC may still hear and determine the matter, unless it is of the opinion that the irregularity has caused or may cause injustice if heard.

(d) The hearing shall be conducted with as little formality and technicality, and with as much expedition, as a proper consideration of the matter permits.

(e) The PPDC must provide any person whose interest(s) will be directly or adversely affected by its decision, a reasonable opportunity to be heard.

(f) Each party may be represented by any person, including a Legal Practitioner.

8.2 Evidence

(a) The PPDC is not bound by the rules of evidence or by practices and procedures applicable to a court of law and may inform itself as to any matter in any such manner as it determines.

(b) The *Notice of Charge* and any report prepared by the Integrity Officer shall be prima facie evidence of the matter or matters therein contained, provided that a copy of those documents have been provided to the charged person prior to the commencement of the hearing.

8.3 Standard and onus of proof

(a) The PPDC shall determine any breach of this Policy on the balance of probabilities.

(b) The charged person bears the onus of proof (i.e. the charged person must establish, on the balance of probabilities, that the breach did not occur).

8.4 Decision

(a) At the conclusion of its hearing, the PPDC may:

(i) declare the charge sustained and impose a sanction (see Clause 9);

(ii) dismiss the charge; or

(iii) adjourn the hearing (may be a date to be fixed).

(b) The PPDC shall not be obliged to give reasons for its decision (verbal or written) but may at its discretion.

(c) Any decision is final and binding, subject to any appeal pursuant to Clause 10.

9. Sanctions

(a) The PPDC may impose any of the following sanctions on a person for breaching any provision of this Policy:

(i) a reprimand;

(ii) a monetary sanction;
Note: *If a monetary sanction is imposed with respect to a breach of Clause 3 or 6, it may not exceed $15,000 (for the avoidance of doubt, any monetary sanction may be combined with other sanctions under this provision).*

(iii) order that a Player(s) to whom the conduct relates cannot register with the Club for an unlimited or specified period of time;

(iv) order that a Club Official to whom the conduct relates, cannot be employed, engaged or registered as a Club Official for an unlimited or specified period of time;

(v) order that no club with a Licence Agreement with AFL Queensland shall, for such period as the PPDC/Appeal Board may determine, permit or allow a person to occupy any office or perform any function (including without limitation attendance at matches and training sessions) for or on behalf of that club;

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

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

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

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

(b) In considering an appropriate sanction, the PPDC is to take into account:

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

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

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

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

(v) any prior contraventions by the person of this Policy (or any other relevant policy);

(vi) whether, and if so to what extent, the person provided substantial assistance to AFL Queensland which resulted in AFL Queensland discovering or establishing a contravention of this Policy; and

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

(c) AFL Queensland may excuse any person in whole or in part from any liability under this Policy in consideration of that player's co-operation and assistance in establishing a breach of this Policy by any other person.

10. Appeal from PPDC

(a) Any person (including AFL Queensland) may appeal to the AFL Queensland Appeal Board in respect of a determination by the PPDC, by:

(i) Submitting a *Notice of Appeal*, no later than 12:00pm on the fifth day following the decision of the PPDC, outlining one of the following grounds:

(A) There was an error of law;

(B) The decision was so unreasonable that no PPDC acting reasonably could have come to that decision, having regard to the evidence before it; or

(C) The sanction imposed was manifestly excessive.

(b) Where the appellant is any person other than AFL Queensland, such *Notice of Appeal* should be accompanied with the relevant fee, pursuant to the *AFL Queensland Community Rules & Procedures*.

(c) Any appeal will be heard in accordance with the practice and procedure provided at clause 26 of the National Handbook.

11. Rule paramount

To the extent that this Policy is inconsistent with any other Competition rules/policies of AFL Queensland, the provisions of this Policy shall prevail.

Appendix 1 – Standard Player Declaration

STANDARD PLAYER DECLARATION

NAME, CLUB AND LEAGUE

This Declaration is made by: . . . . . ('the Player')

Of: . . . . . Football Club ('the Club')

An affiliated club of the: . . . . . .Football League ('the League')

Affiliated with: . . . . . ('State Football Body')

VALIDITY PERIOD Valid until: . . . . . /. . . . . /. . . . . .

PLAYER PAYMENTS For Home and Away matches: (strike through where not applicable)

Per senior match won: $ . . . . . Per senior match lost or drawn: $ . . . . . .

Per non-senior match won: $ . . . . . Per non-senior match lost or drawn: $ . . . . . .

Finals Match: $ . . . . . .

Incentives: $ . . . . . for . . . . . .

Deductions from match pay: Registration Fees $ . . . . . To be paid by: Player/Player Associate/Club/Club Associate

Social functions: $ . . . . . Detail: . . . . . .

Club property: $ . . . . . Detail: . . . . . .

Other: $ . . . . . Detail: . . . . . .

Coaching (if applicable): $ . . . . . for . . . . . .

Any other payments: $ . . . . . for . . . . . .

FREQUENCY OF PAYMENT ☐ Weekly ☐ Monthly ☐ Other (describe): . . . .

ACKNOWLEDGEMENTS (strike through where not applicable)

☐ I volunteer in the football and other Club activities as a hobby or pastime.

☐ Any services I provide to the Club are provided as a hobby or pastime.

☐ I do not rely on the above payments (if applicable) for my regular personal income.

☐ I have (if applicable) submitted a 'statement by a supplier' to the Club (available at https://www.ato.gov.au/forms/statement-by-a-supplier-not-quoting-an-abn/)

(Note: It is the responsibility of the Player to satisfy themselves that the above acknowledgements are true and correct. Players are encouraged to obtain their own tax advice in respect of the payments they receive in connection with AFL football). By signing this Declaration, Player and Club confirm they will comply with all applicable rules, regulations and policies including the National Player Transfer Regulations, National Deregistration Policy and applicable State Football Body rules.

SIGNED By the Player: . . . . . Date: . . . . . /. . . . . /. . . . . .

By parent or legal guardian . . . . . Date: . . . . . /. . . . . /. . . . . .

For the Club: . . . . . Date: . . . . . /. . . . . /. . . . . .
Position: President | Secretary | Treasurer | Football Manager (delete inapplicable titles)