

CLUB SUSTAINABILITY MODEL

TASMANIAN FOOTBALL CLUB SUSTAINABILITY MODEL TOTAL PLAYER and COACH PAYMENT RULES

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CLUB SUSTAINABILITY MODEL

1. INTRODUCTION

The Club Sustainability Model describes the rules and processes that apply to the payment of players and coaches by clubs participating in senior men's & women's competitions affiliated with AFL Tasmania.

The intent of the Total Player Payment Scheme is to ensure club sustainability and promote the integrity of competitions.

This document describes the amounts, rules and regulations that apply to the payment by clubs to players and coaches for registering, training, playing, and coaching in all senior men's competitions affiliated with AFL Tasmania.

1.1. Purpose and objective

In combination with the relevant competition's Player Points System, the Player Payment Scheme is aimed at:

- promoting club financial viability and stability by committing clubs to pay players and coaches only up to amounts that they can sustain,
- promoting competitive balance between clubs in the same competition by setting a limit on the amounts paid to players and coaches thereby,
- ensuring stronger clubs do not obtain an unfair proportion of the best players at the expense of weaker clubs,
- developing sufficient stability in membership of clubs to enable the development of team spirit and community support, and
- reducing unsustainable competition between leagues by rewarding players for the level of training, playing and recovery commitments required to prepare and compete successfully in different competitions.

1.2. Definitions

Additional Services

Provision of services (of any nature) for players/coaches over and above their remuneration for playing and/or coaching from a club or an associate of a club.

After Match Award

The payment of cash, vouchers, services, or products provided in respect to post-match recognition (awards) for performance per match played, including both Home and Away season and Finals.

Appeals Panel

In the event of an individual or club filing an appeal against a sanction/penalty with a Competition Manager, AFL Tasmania will appoint an independent appeals panel to assess the appeal.

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Associate of a Player/Coach

Shall include (but not be limited to) any associate of a player/coach, the player's parents, spouse, de-facto spouse, partner, companion, friend, acquaintance, or business associate.

Coach

Means an AFL accredited person engaged to teach skills, game plan, tactics etc specific to Australian Rules Football with the intent on improving a person or teams' ability to play Australian Rules Football. It does not include persons engaged in supporting roles where benefits extend beyond football, such as strength & condition, physio, dietician etc.

Club

Means a Club that participates in any Australian Football competition of a League/Association that is affiliated with AFL Tasmania.

Football Payments

Shall include total player payments and total coaches' payments and shall include (but not be limited to) all payments by legal tender and any financial benefit or advantage given or provided to a player, coach or an associate of a player/coach.

Guest Promotional Player

A guest player specifically recruited for a one-off match for promotional purposes. Clubs can apply for guest promotional players via the PPB, with their status assessed on their profile and achievements at a national level.

Investigations Officer/Team

A team or individual appointed by the controlling body (AFL Tasmania) to undertake audit or investigation of an alleged breach of the provisions of Total Player/Coach Payment Scheme.

League

Means a league or association that conducts Australian Football competitions and is affiliated with AFL Tasmania.

Marquee Player

A Marquee Player is a player who brings benefit and status to a club and competition based on previous playing involvement in elite AFL or AFLW matches. Any Premier League club can apply for marquee player status via the PPB, who will determine eligibility and the amount exempt from the Total Player Payments to no greater than 80% of the total payment amount. Marquee player status is not available to clubs outside of Premier League competitions.

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Playing Coach

A coach will be considered a playing coach if they participate in more than two (2) senior or reserves matches in the season.

Player Payment Board (PPB)

A board to determine player payment amounts per competition and to consider and approve special exemptions to the Total Player Payment cap. In addition, the Player Payment Board oversees approval of Marquee and Guest Promotional Player applications. The Player Payment Board is comprised of a delegate or member from each football region (North-West, North, South), a representative of AFL Tasmania and an independent chair. The members of the PPB will be appointed through a nominations process with AFL Tasmania, and each region will be required to nominate a member. The membership of the PPB will be reviewed on an annual basis.

Player Payment Tribunal

In the event of an Investigations Officer determining a moderate or major breach, an independent tribunal panel is assembled to hear the findings of the investigation and determine the appropriate penalties.

Total Player/Coaches' Payments

Shall include (but not be limited to) the total of all payments for a single football season (whenever such payments may be made) made by a Club or an associate, representative, supporter, sponsor, or financial contributor of a Club for the financial benefit of a Coach/Player of that Club or an associate of the Coach/Player.

Total Player Payments Each Match

Shall mean the maximum amount which a Club pays or provides to its Players for each match in a football season.

Up-Front and Sign-On Payments

An up-front or sign-on payment is a lump sum payment in consideration of a player/coach entering into a contract, agreement or arrangement between a club and the player/coach for the playing/coaching of football at the club.

Veteran Player

To be eligible for the veteran category a player must have turned 28 years of age prior to January 1st that year and have played not less than 150 senior games with that club at the conclusion of the preceding season. NWFA & DFA clubs are not eligible.

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2. TOTAL PLAYER/COACH PAYMENTS

2.1. Payment Period

Total Player Payments includes all payments made or promised to be made to a player or coach or associate from the 1st of November up to and including 31st of October in any 12 months.

2.2. Player Payment Board (PPB)

Player Payment Board (PPB) will set and determine the Total Player and Coach Payments Limits for each competition after consultation with each league/association. This will include player and coach payment values. The PPB will review limits on an annual basis at the end of June in each year and then circulate to all Leagues by 31st July for the next season.

The PPB will also review and ratify the assessment matrix for penalties and sanctions.

The members of the PPB will be appointed through a nominations process with AFL Tasmania, and each region will be required to nominate a member. All leagues will be invited to nominate representatives for consideration. The membership of the PPB will be reviewed on an annual basis.

2.3. Transition Exemptions

The PPB will require any and all supporting documentation to consider a request and any approved special ‘transition’ consideration will be worked through between the PPB and the relevant league administration.

2.4. Total Player Payments

Total player payments per year for each League/Association inclusive of reserves players:

League/Association	Maximum Payment per year (including Finals games)
Premier League Men & Women	\$90,000 ¹
SFL Community League Men	\$60,000
SFL Community League Women	\$0
NTFA Division 1 Men	\$60,000
NTFA Division 1 Women	\$0
NTFA Division 2 Men	\$60,000 ²
Old Scholars Football Association	\$40,000
Oatlands District Football Association	\$35,000

¹No more than \$80,000 can be attributed to male programs

²The NTFA Division 2 Men payments will be reduced on a pro-rata basis on confirmation of number of matches fixtured.

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2.5. Player Payment Per Match

Maximum Player Payments per player per match, inclusive of payments for travel not otherwise exempt as per section 7.

League/Association	Maximum Payment per year (including Finals games)	Maximum Payment Per Match
Premier League Men	NA	NA
Premier League Women	NA	NA
SFL Community League Men	\$8,000	\$400
NTFA Divisions 1 & 2 Men	\$8,000	\$400
Old Scholars Football Association	\$5,000	\$250
Oatlands District Football Association	\$4,000	\$250

NB: Maximum per year and maximum per match payment not applicable for players approved as marquee or promotional players.

NB: Players engaged to coach are subject to 3.1.5 below.

NB: Inclusive of reserves players

2.6. Maximum Coach Payments

Maximum Coach Payments per year for each League/association including payments made to reserves and Under 18 Boy's & Girl's teams:

League/Association	Maximum Annual Payment
Premier League Competitions	\$55,000 ¹
SFL Community League & NTFA Division 1 & 2	\$40,000 ²
Old Scholars Football Association	\$22,500 ³
Oatlands District Football Association	\$15,000

¹ Maximum \$50,000 can be attributed to Male program coaching (inclusive of Reserves & U18 Boys).

² Maximum of \$37,500 can be attributed to a Club's Male Program, reduced to a maximum of \$35,000 if the Club does not have an U18 Boys team.

³ Maximum of \$20,000 can be attributed to a Club's Male Program.

2.7. DFA & NWFA Player Payments

Darwin Football Association (DFA) and North West Football Association (NWFA) Total Player & Coach Payments per year (this includes any reserves players being paid):

League/Association	Maximum Payment per year (including Finals games)	Maximum Player Payment Per Match	Maximum Coach Payment Per Match
NWFA & DFA	\$30,000	\$250	\$450

2.8. Football Payments not to exceed Total Player Payments

- 2.8.1. Neither a Club, Associate of a Club nor any person or entity directly or indirectly associated with a Club may give or offer any Football Payments that, in any given year, are in total in excess of the maximum amount specified in the Total Player and Coach Payments to any player or their associates.
- 2.8.2. Neither a player nor a coach nor their associates may accept a payment or offer of a payment from a Club, Associate of a Club nor any person or entity directly or

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indirectly associated with a Club that is in excess of the maximum amount specified in the Total Player Payments.

3. WHO IS COVERED BY THE PLAYER-COACH PAYMENT SCHEME

3.1. Players

- 3.1.1. Any player who is registered with a Club who plays in an AFL Tasmania Affiliated League and who plays a senior game (Any player paid for reserves or reserves/development league games is also included). Players may not be paid an amount more than the maximum amount per match specified for the league unless the player is specified and approved by the league as a marquee player, veteran player or guest promotional player as described in 3.1.2, 3.1.3 and 3.1.3 below.
- 3.1.2. A Premier League club may be approved to have one (1) Player of Marquee player status subject to approval by the PPB. Marquee Players may have up to 80% of their player payments exempt from the Total Player Payments, at the discretion of the PPB.
- 3.1.3. A club may list up to four (4) players per year as being in the 'veteran player' category. 50% of payments to each veteran shall be considered part of the Salary Cap. NWFA & DFA clubs are not eligible.
- 3.1.4. A club may apply to the PBB for a 'guest promotional player'. Payment made to any such player who plays no more than one game in a season shall not be considered part of the club's Total Player Payments.
- 3.1.5. Where a player who has signed a Standard Player Declaration agrees to or is contracted to coach a team not currently captured under the CSM (eg juniors), provided additional services (strength and conditioning, physio etc) or engages in work as a Development Officer, the club must apply to the PPB to have the amount exempted from Total Player and Coach Payments.

3.2. Coaches.

- 3.2.1. Subject to 3.2.2 below, **playing coaches** shall have the sum of their coaching and playing agreements apportioned in the following way:
 - Senior Coach – up to a maximum of 80% attributed to the Total Coaching Payments. The remaining payment shall be attributed to the Total Player Payment.
 - Assistant, Reserves or Development League coaches – up to a maximum of 50% attributed to Total Coaching Payments. The remaining shall be attributed to Total Player Payments. Clubs are strictly limited to two nominated playing assistant coaching positions.
- 3.2.2. Any player fulfilling a paid coaching role must be an AFL accredited coach by the 30th of June, registered with the club through the competition management system for their payment to be distributed between playing and coaching remuneration

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limits as per 3.2.1. Failure to do so will result in 100% of the payment being attributed to player remuneration limit.

3.2.3. Non-playing coaches shall have all their payments apportioned to the Total Coaching Payments (including any remote training centre supervisors or coaches).

4. WHAT PAYMENTS ARE INCLUDED IN THE TOTAL PLAYER-COACH PAYMENTS?

4.1. Payment to train or play

All payments made to a Player or Coach by a Club which relate to playing or coaching Football (including training).

4.2. All other payments, bonuses, or incentive payments

4.2.1. **After Match Awards** – The maximum amount permitted to be paid as an After Match Award or Incentive payment by a club or on behalf of a Club is, in total, \$300 per team, per week. Any amount exceeding that amount will be listed as a Total Player/Coach Payment. Weekly incentive \$ figures must be provided to the relevant Competition Manager as part of match reporting.

4.2.2. **Board or Rent Subsides** – Payments made, given, or provided to a Player/Coach or associate by way of accommodation expenses, rental, rental subsidy, or rental discount.

4.2.3. **Companies, trusts and accounts** – All payments made to companies, trusts and any accounts held by the player/coach or associate of the player/coach.

4.2.4. **Fringe Benefits Tax** – All fringe benefits tax payable in respect of football payments is included.

4.2.5. **Loans** – The full amount of loans made directly or indirectly by or on behalf of any Club or an associate of a Club to any player/coach or associate of player/coach. (An amount equivalent to any repayments of the loan shall be added to the total player payments of the Club or total Coaches' payment of the Club in the subsequent year or years in which repayments are made.)

4.2.6. **Lump Sum Payments on Termination** – All lump sum payments to a player on termination of a contract/declaration or payments to a Player/Coach on termination of a declaration/contract shall be deemed to be football payments to the player or to the Coach in the year in which such amounts are paid.

4.2.7. **Relocation Expenses** – All amounts paid by way of relocation expenses or living away from home allowance are included. With support of their League, Clubs can apply for special dispensation for the partial or full relocation costs of a senior coach or a marquee player to not be included.

4.2.8. **Superannuation** – Any amount paid above the superannuation guarantee charge is included.

4.2.9. **Testimonials or Retirement or Benefit Payments** – All testimonials or other retirement or benefit payments made directly or indirectly by or on behalf of any Club to any player/coach or associate of a player/Coach.

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4.2.10. Travel – refer to section 7. Any payment made in relation to a Player travelling to attend training, or a match is deemed to be a Football Payment unless done so in accordance with section 7.

4.2.11. “Up front” payments made to non-playing coaches – for services provided in pre-season are permitted. Those payments will be included in Total Coach Payments.

4.2.12. Settlement of Declaration Payment – Any payment made by a destination club (or associate) to a player’s source club (or associate) to allow a player to be released from an existing standard player declaration.

4.3. Employment and Services Actually Rendered

Where a Player or Coach is employed or otherwise engaged by a Club under a Player or Coach Agreement/Contract, Employment Contract, Service Agreement (or remunerated for services provided) or otherwise, and the Player or Coach is paid an amount which in the reasonable opinion of AFL Tasmania is in excess of the market value of the Player’s or Coach’s services, the amount by which the payment exceeds the market value of those services, or the whole of the payment as the case may be, will be deemed to be a Football Payment.

4.3.1. Payments made under Rule 4.3 must be documented in a formal agreement and submitted to the relevant Competition Manager for approval prior to any payment made to a player/coach.

5. WHAT PAYMENTS ARE EXCLUDED FROM THE TOTAL PLAYER PAYMENTS SCHEME?

5.1. Superannuation

The Superannuation guarantee charge paid by a Club on behalf of a Player/Coach will not be deemed a Football Payment. Any superannuation payment beyond minimum requirements should be included in the Total Player/Coach Payment.

5.2. Travel

A Club may make a travel payment to a Player only where the payments comply with conditions described in Section 7.

5.3. Health Insurance

Where a club elects to increase cover for players/coaches above Bronze Level Player Insurance provided by Marsh Insurance, the difference in premiums will not be included in Total Player Payments.

5.4. Injury Payments/Medical Expenses/One-off Lump Sum Compassionate Payments

A Club may apply to the PPB to approve the payment to a Coach/Player by a Club of:

- serious injury payments;

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- the payment of medical expenses for serious injury; or
- a one-off lump sum payment via fundraising activities to be provided to a Coach/Player on compassionate grounds.

Where approval is given by the PPB, the payments are not included in the Total Player/Coach Payments.

5.5. Scholarships

A club may apply to the PPB for scholarship funding to players or coaches to be exempt from the Total Player/Coach Remuneration limits. Application must include what are the obligations of the recipient and the club. A club may apply for up to a total \$5,000 to be exempt.

6. “SIGN ON” OR “UP FRONT” PAYMENTS ARE PROHIBITED

Clubs (or associates of clubs) are not to make or offer “Sign on” or “Up-front” payments to players. Players are not to request or receive “Sign on” or “Up front” payments.

“Up front” payments made to coaches for services provided in pre-season are permitted. Those payments will be included in Total Coach Payments.

7. ALLOWANCES & TRAVEL

7.1. Non-exempt travel

Any payment made in relation to a Player travelling to attend training, or a match is deemed to be a Football Payment unless the payment is made in accordance with the following Rules.

7.2. Travel for Away Games

With written support from the relevant league/association clubs can apply to the PPB for Total Player/Coach Payment exemptions relating to expenses due to significant travel for away games (more than 50 kilometres from the club’s home ground) involving all Player/Coaches. Supporting evidence is required as part of any application. NWFA & DFA clubs are not eligible.

7.3. Geographical Circumstance

With written support from the relevant league/association clubs in special geographical circumstances can apply to the PPB for additional exemptions relating to significant travel due to their location. NWFA & DFA clubs are not eligible.

7.4. Out of Region/Alternate Association Recruits

Players and coaches recruited to clubs from alternative and/or out-of-region competitions cannot be included in an application for travel exemptions.

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7.5. Reporting

Any approved travel payment made to a Player/Coach must be declared in the Club's Total Player Payments Reporting, with accompanying supporting evidence as required and requested.

7.6. Other Extenuating and Extraordinary Circumstances

With written support from the relevant league/association clubs may apply to the Player Payment Board for allowances to support the club in extenuating and extraordinary circumstances such as amalgamation of clubs, formation of a new club or resumption following recess.

8. WHAT DOES THE TOTAL PLAYER PAYMENTS SCHEME MEAN FOR AND REQUIRE OF:

8.1. Players

- 8.1.1. Any Player (including any Player who also provides coaching services) who is to receive any payment must first (prior to first game) enter into an agreement or contract with the Club. Each contract must be in the form of the Standard Player Declaration set out in Appendix 11.1 to these Rules.
- 8.1.2. Players must cooperate fully with any investigations by the Investigations Officer/Team including meeting with and truthfully answering questions asked by the Investigations Officer/Team.
- 8.1.3. Upon being so requested, a Player must provide the Investigations Officer with true copies of such books, documents, or other papers and answer fully and truthfully any questions as the Investigation Officer deems appropriate and relevant to any enquiries made during the investigation process. A player may also be required to sign a statutory declaration as part of any investigation and undertake to agree to take part in a recorded interview.

8.2. Coaches

- 8.2.1. Any Coach including those who provide playing services, who are to receive any payment must first enter into an agreement or contract with the Club.
- 8.2.2. Upon being so requested, a Coach must provide the Investigations Officer with true copies of such books, documents, or other papers and answer fully and truthfully any questions as the Investigation Officer deems appropriate and relevant to any enquiries made during the investigation process. A coach may also be required to sign a statutory declaration as part of any investigation.

8.3. Clubs

8.3.1. Lodge Contract and Agreement for Players and Coaches

Standard Player Declarations and Coach contracts and agreements must be lodged with the relevant Competition Manager within 21 days of signing and/or the

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players first game. Payments in cash or in-kind are to be registered with the relevant competition manager and included in the Total Player-Coach Payments. Contracted players cannot receive any other incentive be it cash or in-kind from any source other than from the Club.

Failure to lodge Standard Player Declarations and Coach contracts within the specified 21 days of signing and/or the players first game may result in a \$50 fine for each declaration not submitted for every 7 days beyond the 21 days after signing.

8.3.2. Lodge Reports and Memorandums

To ensure compliance with these Rules, each Club must complete and lodge the below memorandums with the relevant Competition Manager or through the Community Football Development Portal.

Failure to lodge the Memorandums and supporting declarations in accordance with the below may result in a \$200 fine for each memorandum not submitted for every 7 days beyond the prescribed due date.

8.3.2.1. By 31 March in each calendar year a Memorandum which sets out:

- a) Full details of all Football Payments which are to be given or applied by that Club to Players of that Club during the current Financial Year. The memorandum is to be accompanied by a Statutory Declaration signed by the Club President or the Club Treasurer.
- b) Full details of all coaching payments which are to be given or applied by that Club to the coaches of that Club during the current Financial Year. The memorandum is to be accompanied by a Statutory Declaration signed by the Club President or the Club Treasurer.

8.3.2.2. By 31 October in each calendar year a Memorandum which sets out:

- a) Full details of all Football Payments which have been made to Players of that Club during the Financial year up to 31 October in that calendar year. The memorandum is to be accompanied by a Statutory Declaration signed by the Club President or the Club Treasurer.
- b) Full details of all Coaching payments which have been made to coaches of that Club during the Financial year up to 31 October in that calendar year. The memorandum is to be accompanied by a Statutory Declaration signed by the Club President or the Club Treasurer.

8.3.2.3. Provide all necessary information to the Investigations Officer/s.

The onus of proof is the responsibility of the Club and Player. Information provided MUST satisfy the Investigations Officer/s that there has NOT

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been a breach of the Total Player/Coach Payments. Necessary information includes:

- a) Copies of all financial statements (including bank statements and audited accounts) and documentation relating to the Club, kept by or for the Club,
- b) 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 Investigations Officer/s reasonably believe may be relevant to their enquiries,
- c) such information or details concerning or relating to any payments promised, given, or provided to a Player/Coach or any Associate of a Player, by the Club or any Associate of the Club, and
- d) as requested, participate in meetings with the Investigations Officer/s and answer fully and truthfully such questions as the Investigation Officer/s deem appropriate and relevant to any reasonable enquiries made during the investigation process.

8.4. Leagues

- 8.4.1. Collaborate with other leagues in their region (North-West, North or South) to appoint a representative to the PPB.
- 8.4.2. Notify the relevant AFL Tasmania appointed Competition Manager of any suspected breach of the Total Player Payment Scheme Rules and Regulations.
- 8.4.3. As requested, provide to the Investigation Officer/s any reasonable documents and information relative to any suspected breach of the Rules and Regulations.
- 8.4.4. As requested, meet with and answer fully and truthfully any questions as the Investigation Officer/s deem appropriate and relevant to any reasonable enquiries made during the investigation process.
- 8.4.5. With the relevant Competition Manager, support member clubs to understand and comply with the Total Player Payments Scheme Rules and Regulations.

8.5. AFL Tasmania

- 8.5.1. AFL Tasmania will appoint Investigation Officers as it deems necessary.
- 8.5.2. AFL Tasmania staff will oversee the administration of the Scheme.
- 8.5.3. AFL Tasmania will ensure access to platform for which clubs can submit necessary documentation.
- 8.5.4. AFL Tasmania will appoint a Football Payments Tribunal to hear submissions and make rulings where a Club, Player, or Coach is charged with a Level 2 or 3 breach or elects to appeal against the laying of a Level 1 charge and sanction imposed by the Investigation Officer.
- 8.5.5. AFL Tasmania will approve the membership of the PPB.
- 8.5.6. AFL Tasmania will appoint a representative to the PPB.
- 8.5.7. AFL Tasmania will provide support for Leagues and Clubs to fully understand and comply with the Total Player Payments Scheme Rules and Regulations.

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9. COMPLIANCE

AFL Tasmania will work with the relevant League/Association to determine whether an allegation of a breach proceeds to an Investigation.

9.1. Investigations Team

AFL Tasmania will appoint an Investigations Officer(s). The Investigations Team may exercise any of the powers conferred upon them under these Rules or such other powers conferred upon or delegated to them by AFL Tasmania

9.1.1. The Investigations Officer/s may determine that the value of all or any part of any payment provided to a Player/Coach or an Associate of a Player/Coach constitutes a Player/Coach Payment for the purpose of these Rules.

9.2. Audit

AFL Tasmania will determine from time-to-time clubs to audit to ensure compliance with the CSM. In determining clubs to audit, AFL Tasmania will consider club performance, recruitment undertaken by the club, variety of clubs audited within competition and any other such information that AFL Tasmania determines.

An audit will be conducted in line with the process undertaken for an investigation and any such findings from an audit will be managed in accordance with the process for outcomes of an investigation as detailed below.

For the avoidance of doubt, AFL Tasmania has sole discretion in determining which clubs to audit and will consult with competition stakeholders.

9.3. Requesting an investigation

9.3.1. League/Association may ask for an Investigation.

If the League/Association suspects that any Person has or may have engaged in conduct in breach of the Total Player/Coach Payments provisions or otherwise in breach of the Player Payment Scheme, the League may request AFL Tasmania to engage the Investigations Officer to undertake an investigation. The suspected breach is not required to be restricted to their specific competition.

9.3.2. Clubs may refer an Investigation.

If any member of a Club Board or Executive suspects that any Person from their own or another Club has or may have engaged in conduct in breach of the Total Player Payments provisions or otherwise in breach of this Player Payment Rule, the club may submit a request via their relevant Competition Manager of the AFL Integrity Portal for examination by AFL Tasmania. AFL Tasmania will review the request and determine next steps including the possible referral to the Investigations Officer to undertake an initial investigation. A \$500 bond may be

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required at the discretion of AFL Tasmania from any club to escalate a matter for investigation. The allegation is not required to be restricted to their specific competition. If the allegation is substantiated and the breach is found to be of a moderate or significant level as defined by 10.3, the bond will be returned.

NWFA & DFA clubs are not eligible to refer an investigation directly and must refer it to their relevant Competition Manager or league executive.

9.3.3. AFL Tasmania may ask for an Investigation.

If any Competition Manager or representative of AFL Tasmania suspects that any person has or may have engaged in conduct in breach of the Total Player Payments provisions or otherwise in breach of this Player Payment Rule then AFL Tasmania may instruct the Investigations Officer to undertake an investigation.

9.3.4. Request to Investigate

Upon being requested by a League or AFL Tasmania, an Investigations Officer will undertake an initial investigation into the alleged charge to determine whether a full investigation will proceed.

9.3.5. Notice of Investigation or Audit

Where an investigation is to be undertaken, the relevant Competition Manager shall give notice of the investigation to the League and each Club and Player/Coach to be investigated. Such Notice of an Investigation must include a written statement of the grounds for the investigation.

9.4. Conduct of an Investigation or Audit

9.4.1. No false or misleading information

No Person shall knowingly provide to the Investigations Officer/s any statement or information which is false or misleading or likely to mislead. Players and coaches will be required to sign Statutory Declaration as to the accuracy of the information provided.

9.4.2. Onus of Proof

The onus of proof is upon the accused to show that they have NOT been in breach of the Total Player/Coach Payment.

9.4.3. Full and free access

Each Club, player or coach shall provide the Investigations Officer:

- a) Copies of all financial statements (including bank statements and audited accounts) relating to the Club by or for the Club; and
- b) 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 Investigations Officer believes may be relevant to their enquiries.

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9.4.4. Provision of information

Upon a request by the Investigations Officer and within seven (7) days of that request, a Club shall provide to the Investigations Officer all such documentation as reasonably requested by the Investigations Officer.

9.4.4.1. Confidentiality

All documentation and information provided throughout the audit/investigation process is commercial in confidence. Sharing of information obtained by the investigator is limited to necessary AFL staff, the Player Payment Board and/or Player Payment Tribunal.

9.4.4.2. Destruction of Information Gathered

All information gathered throughout the audit/investigation process will be provided to AFL Tasmania Community Football Manager to be stored for seven (7) years following completion of the audit, after such time they shall be destroyed.

9.4.5. Meeting with the Investigations Officer

Each Club subject to an investigation shall within 7 days of a request by the Investigations Officer procure and ensure the attendance before the Investigations Officer of any persons requested by the Investigations Officer and those persons must:

- a) fully co-operate with the Investigations Officer,
- b) fully and truthfully answer any questions asked by the Investigations Officer; and
- c) provide any document in their or its possession or control not previously supplied to the Investigations Officer.

9.4.6. Failure to meet or cooperate with the Investigations Officer

Where a Player or Coach, any Associate of a Player or Coach, or any Associate of a Club, including without limitation, any director, Club Officer, servant, agent, supporter, sponsor or financial contributor to the Club, fails to meet with the Investigations Officer, fails to fully co-operate with the Investigations Officer or otherwise fails to comply with any of the Investigation Officer's reasonable requests, the Club and player or coach may be liable to a sanction.

9.4.7. Rules of evidence not to apply

The Investigations Officer is not bound by the rules of evidence or by practices and procedures applicable to courts of record but may inform itself of any matter in such manner as it thinks appropriate.

9.4.8. Procedural fairness

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At any meeting or hearing conducted under a breach of Rules, the Investigations Officer shall:

- a) Provide to every club and player charged a copy of the allegation,
- b) provide to every Club and Player charged an opportunity to be heard, and
- c) hear and determine the matter before it in an unbiased manner.

9.4.9. Standard of proof

The Investigations Officer shall decide any charge laid under the Total Player-Coach Payment rules on the balance of probabilities whether a Club or Player has or has not engaged in the alleged conduct.

9.4.10. Decision

At the conclusion of the investigation, the Investigations Officer may:

- a) declare the allegation sustained and advise accused of provisions surrounding early guilty plea
- b) refer the findings to the Player Payments Tribunal
- c) declare the charge dismissed; or
- d) adjourn the investigation to a fixed date.

Any decision and subsequent sanction following an investigation by the Player Payments Tribunal is final and binding, subject to any appeal to the AFL Tasmania appeals panel.

9.4.11. No reasons

The Investigations Officer shall outline the basis for their decision in the Investigation Report but will not be obliged to provide reasons for a decision under the Total Player-Coach Payments rule beyond the report.

9.4.12. Validity of the investigation

Where there is any procedural irregularity in the way a matter has been brought before the Investigations Officer they may still investigate and determine the matter unless the officer is of the opinion that the irregularity has caused or may cause injustice if the matter was heard.

9.4.13. Club or Player may be excused for co-operation

The league may excuse any Club or Player or Coach in whole or in part from any liability under this Player Payment Rule in consideration of that Club's or Player's co-operation and assistance in establishing a breach of these Rules by any other Club or Player.

9.4.14. Honest and Reasonable Excuse

If the Investigations Officer is satisfied that a Club, Player, Coach or other person who is in breach of or has failed to comply with these Rules has acted honestly and

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reasonably and having regard to all the circumstances of the case, ought fairly to be excused from liability and/or any sanction or penalty which may be imposed under these Rules, it may relieve that Club, Player or person either wholly or partly from that liability, sanction, or penalty on such terms and conditions as it thinks fit.

9.4.15. Guilty Plea

The Person being investigated may elect to plead guilty to the breach by lodging with the Player Payment Tribunal a Notice notifying a plea of guilty to the allegation and accepting the sanction or penalty.

9.4.16. Early guilty plea

Where an early guilty plea has not been offered, or the Club or Person has not accepted an early guilty plea the Player Payment Tribunal shall consider the Investigation Report, hear the case and determine the appropriate sanction for the matter.

9.5. Appeals

- 9.5.1. Where an early guilty plea has not been offered, or the Person has not accepted an early guilty plea the Player Payment Tribunal shall hear and determine the matter.
- 9.5.2. A Club or Player or Coach may appeal in respect of a determination under this Total Player-Coach Payment Rule in respect of a charge laid against that Club or Player/Coach by:
 - a) making payment to AFL Tasmania an appeal fee of \$500.00 and
 - b) submitting a notice of appeal to AFL Tasmania (in any form prescribed by AFL Tasmania), on one or more of the following grounds:
 - that the decision was in error or so unreasonable that no person reasonably could have come to that decision having regard to the evidence before it; or
 - that the sanction imposed was manifestly excessive.
- 9.5.3. Notice of appeal is to be provided to the relevant Competition Manager no later than 12.00 noon on the fifth day following the decision of the penalty to be imposed.
- 9.5.4. Any appeal heard by the Appeals Panel shall be held in accordance with the rules governing the AFL Tasmania Appeal Board, as determined by AFL Tasmania from time to time.

10. SANCTIONS AND PENALTIES

10.1. Level of Sanctions and Penalties

If following an investigation, a charge is laid based on the evidence provided the Investigations Officer will nominate a level of breach as:

- Level 1 – Minor,

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- Level 2 - Moderate, or
- Level 3 – Major.

In making the nomination the Investigations Officer and/or PPB will consider:

- the sum of money involved,
- the intent of the breach,
- duration of the breach, and
- any prior offences or record.

10.2. Sanctions for Careless or Deliberate Breach of these Rules can include any or a combination of:

- Warning.
- Breach recorded.
- Loss of premiership points (current or future).
- Loss of a percentage of the following year's Player/Coach Payment Totals.
- Suspension of players, coaches or officials.
- Deregistration of players, coaches, officials or teams.
- Monetary penalties.
- Any other penalty deemed appropriate by the Player Payment Tribunal.

NB: For minor breaches penalties may be suspended.

Penalties correspond to the level of competition and may be adjusted in-line with the total player/coach payments at each level.

If a case is assessed by Investigating Officer as being Level 2 (Moderate) or Level 3 (Major) it will be referred by the Investigations Officer to the Player Payment Tribunal for hearing. The Player Payment Tribunal will review the Investigation Report and consider decision of the Investigation Officer and evidence provided at the hearing and impose penalties upon any guilty parties.

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10.3. Assessment Matrix

	Level 1 (Minor)	Level 2 (Moderate)	Level 3 (Major)
Sum of financial breach	Minimal sum of money	Moderate sum of money	Significant quantum of money
Intent/knowledge / duration of breach	Knowledge limited to individuals or very few, not systematic nor intentional	Knowledge of breach, sustained timing of breach, and degree of dishonesty/intent	Systematic, intentional and flagrant disregard of rules
Ruling	Investigations Officer is to advise accused of the penalties that would flow from an early plea of guilty. Investigations Officer to decide whether such infringement amounts to a minor infringement. Investigations Officer to advise accused that accused are able to take player payment tribunal if they wish	Refer to Player Payment Tribunal for ruling.	Refer to Player Payment Tribunal for ruling.
Penalties (not exhaustive)	Club/Player now have a record. Other suspended penalties (eg player/official /suspension/premiership points)	Suspensions Premiership Points Fines (up to 5% of total coach and/or player payment cap amount)	Suspensions Premiership Points Deregistration Fines (up to 10% of total coach and/or player payment cap amount) Salary Cap reductions for future years

11. APPENDICES

- 11.1. [Player Declaration form](#)
- 11.2. [Total Player/Coach Memorandum Form](#)
- 11.3. [Allegation of Breach – AFL Integrity](#)
- 11.4. [Marquee Player Request Form](#)
- 11.5. [Promotional Player Request Form](#)