

Annexure 2

Player Payments

Article 1 - Objectives

1. The objectives of the Player Payment system are to:
 - a) assist in ensuring the financial sustainability of NPL-WA and State League clubs;
 - b) provide a more balanced competition by limiting the ability of clubs to monopolise the better players through their greater financial resources;
 - c) facilitate the ability of clubs to spend a greater proportion of their financial resources on other football related projects such as facility and infrastructure development, marketing and promotion, coach education, youth development and local community engagement; and
 - d) to redress the balance of power between players and clubs.

Article 2 - Player Payments

1. **Player Payment** means any payment, whether of money, goods or services, reimbursements, in kind consideration or any other benefit (Payment):
 - a) to a player or a person or entity associated with the player;
 - b) by a club or a person or entity associated with the club; and
 - c) which relates to or is paid or given in consideration of the player agreeing to play football in the NPL-WA or State League for that club during any one Season.
2. **NPL-WA Competition** means the National Premier Leagues – WA competition operated and administered by Football West.
3. **State League** means the State League competition operated and administered by Football West.
4. **Season** means all competition matches organised and run by Football West in a single calendar year including, but not limited to, the Night Series, the NPL-WA Competition, the State League, the NPL-WA Competition Finals Series, the Westfield FFA Cup, the Cool Ridge Cup Final and any futsal competition.
5. All Player Payments are prohibited unless specifically permitted under Article 3

Article 3 - Permitted Payments

1. The following are **Permitted Payments** and therefore are excluded from the prohibition of Player Payments referred to in Article 2 paragraph 5.
 - a) Payment to play football for a club in the NPL-WA Competition or the State League in accordance with the National Registration Regulations and subject to the NPL-WA Competition Rules and this Annexe 2 of the Competition Rules.

The following Permitted Payments are NOT included when calculating the Maximum Player Payments as defined in Article 6.
 - b) Any Payment to a player who has been designated an “Australian Marquee Player” by Football West in the NPL-WA competition in accordance with the conditions set out in the NPL Player Points System. For the avoidance of doubt, only players to whom Football West has assigned Australian Marquee status may have their Payments excluded under this paragraph;
 - c) Any Payment received by players for genuine employment with the club in a capacity other than as a player at commercial rates of employment for services or goods actually rendered by the player;
 - d) Player of the match awards up to a maximum of \$50 per award (a maximum of one award per match);

- e) Player of the month awards up to a maximum of \$100 per award (a maximum of one award per month);
- f) Player of the season awards up to a maximum of \$300 per award (a maximum of one award per season);
- g) Provision of football boots up to a maximum of 2 pairs per calendar year per player;
- h) Provision of goalkeeping gloves up to a maximum of 2 pairs per calendar year per goalkeeper;
- i) Club branded apparel and equipment such as polo shirts, kit bags;
- j) Post match meals and post training meals;
- k) Distribution of prize money awarded by Football West in accordance with Annexes 1 and 2 of the Competition Rules;
- l) Player registration fees; and
- m) Tickets to Football West, FFA or the player's own club's award nights.

Article 4 - Other Payments

1. If a club wishes to make a Payment to a player which is not specified in Article 3 the club must, prior to making the Payment, apply to Football West for a declaration as to whether the Payment is a Permitted Payment.
2. Any determination made by Football West on an application under this Article 4 is final and binding on the parties concerned and is not subject to review or challenge.

Article 5 - Players who Coach

1. A player in receipt of Player Payments may also receive a Payment in return for providing coaching services.
2. Any player who is paid in return for the provision of coaching services must be an accredited FFA coach with minimum qualifications as follows:
 - a) if coaching any NPL team, a qualification in accordance with the NPL Compliance By-Law;
 - b) if coaching players up to and including age 9, a Grassroots Coaching Certificate;
 - c) if coaching players between the ages of 9 and 13, a Skill Training Certificate;
 - d) if coaching players between the ages of 13 and 17, a Game Training Certificate;
 - e) if coaching players over the age of 17, a Senior Coaching Certificate.

For the avoidance of doubt, a player without a qualification meeting these minimum requirements may NOT be paid for the provision of coaching services.

3. The Payment received by the player in his capacity as a player must be included in Player Payment calculations. The Payment received by the player in his capacity as a coach is not to be included in the Player Payment calculations.
4. Where a player receives Payments for both playing and coaching for a club, the individual amounts received for both roles must be declared to Football West by the club.

Article 6 - Maximum Player Payments

1. Total Player Payments for a Division 1 Club may not exceed \$40,000 (inclusive of superannuation payments, if any) in any one Season.

2. Total Player Payments for a Division 2 Club may not exceed \$15,000 (inclusive of superannuation payments, if any) in any one Season.

Article 7 - Sponsor Payments

1. Payments to a player by parties other than the club (**Sponsor**) with which the player is registered are not permitted under any circumstances.
2. A Sponsor that wishes to contribute to a club financially must do so directly to the club and not to an individual player.
3. If a Sponsor provides goods or services to a club for distribution to players, the club must assign a commercial value to those goods or services and include that commercial value in the calculation of the Player Payment.

Article 8 - Lodgement of Documents

1. Each State League club MUST, **by 5:00 pm Friday 25 October 2019**, submit a Statutory Declaration signed by the President and Secretary of the Club detailing the total amount it made in actual Player Payments for the 2019 Season.

Penalty for Breach **\$5,000 if lodged by 5:00 pm Friday 1 November 2019**
Relegation plus \$10,000 thereafter

Article 9 - Further Investigation

1. Football West may audit any club to verify Player Payments disclosed to Football West at its sole and unfettered discretion. Such an audit may include, but is not limited to:
 - a) The right to inspect and take copies of any and all books, financial records (including bank statements and taxation records), documents and other papers (whether in hard or soft copy) (**Records**) held or controlled by the club;
 - b) The requirement that any club president, secretary, treasurer or player answer questions and if required, provide written responses to questions; and
 - c) The requirement that any club president, secretary, treasurer, player or player's agent attend a meeting called by Football West to answer questions and provide Records.
2. Any person who does not comply with an audit or who seeks to hinder an audit (which shall include a failure to provide responses, attend meetings or providing false or misleading information) may be sanctioned in accordance with the Football West Disciplinary & Grievance Regulations.

Article 10 - Player Payment Officer

1. Football West may appoint a Player Payment Officer to represent and act as agent for Football West.
2. A Player Payment Officer is authorised to exercise all or any of the powers of Football West under Article 9.

Article 11 - Breaches of the Player Payment System

1. Any alleged breach of this rule may be referred to the Player Payment Officer for investigation.

2. For the purposes of this Article 11, in calculating the number of breaches by a club or person, reference shall be had to the total number of breaches by that club or person during the period of 5 years prior to the date of the breach the subject of the sanction.
3. If the Player Payment Officer determines that there has been a breach of the Player Payment System by a club, the following sanctions will apply:

Offence	Type of Breach	Penalty
Grade 1	Accidental, negligent or inadvertent breach where the club initiates notification of the breach to Football West.	Deduction of 3 points. Maximum \$2,000 fine.
Grade 2	Second or subsequent offence of an accidental, negligent or inadvertent breach where the club initiates notification of the breach to Football West.	Deduction of 6 points. Maximum \$5,000 fine.
Grade 3	First offence of a breach whose aim is to circumvent the Player Payment System; or the first offence of a breach due to gross negligence.	Deduction of 21 points. Maximum \$10,000 fine.
Grade 4	Second or subsequent offence of a breach whose aim is to circumvent the Player Payment System; or the second or subsequent offence of a breach due to gross negligence.	Immediate disaffiliation from Football West. Club may not re-enter Football West competitions for 2 years and only then on payment of \$20,000 fine.