APPENDIX 6

SANFL COMMUNITY FOOTBALL - STANDARD PLAYING CONTRACT

NAME, CLUB AND LEAGUE

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

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

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

Affiliated with: SOUTH AUSTRALIAN NATIONAL FOOTBALL LEAGUE .. ('State Football Body')

VALIDITY PERIOD

Valid until: . . . . . /. . . . . /. . . . . OR end of the ..... season

PLAYER PAYMENTS

(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: $ . . . . . .

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

Deductions from match pay: Annual subs: $ . . . . . Other: $ . . . . . .

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

Other payments: $ . . . . . for . . . . . .

Other in-kind benefits: To the value of $ . . . . . for: . . . . . .

TOTAL VALUE OF PAYMENTS AND BENEFITS: $ .....per season

DATE FOR 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 Contract, 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: . . . . . /. . . . . /. . . ...

(or legal guardian where Player is under 18 years of age)

For the Club: . . . . . Date: . . . . . /. . . . . /. . . .

Position: (delete inapplicable titles)

President I Secretary I Treasurer I Football Manager

Terms & Conditions of SANFL Community Football - Standard Playing Contract

1. OPERATION OF THIS CONTRACT

1.1 The Player and the Club acknowledge and agree that this Playing Contract does not commence operation or have binding effect until such time as the Player becomes registered with the Club.

1.2 The Player agrees not to enter into any agreement or understanding to play Australian Football with any other club or team other than the Club from the date of this Playing Contract until the conclusion of the Term or the Player's application for registration with the Club being declined. The Player shall use reasonable endeavours and do all things reasonably required by the Club to enable the Player to become a registered Player of the Club.

2. WARRANTIES

2.1 The Player warrants to the Club that the Player has, prior to entering into this Playing Contract, notified the Club of any suspension that will limit the Player's ability to be selected to play Australian Football for the Club.

2.2 Each of the Club and the Player warrants to the other of them that it understands and will comply with its obligations under the SANFLCommunity Football Rules and Regulations, in particular regarding Player Payments.

3. PLAYER OBLIGATIONS

The Player shall for the Term:

3.1 Play Australian Football for the Club to the best of the Player's skill and ability in each match in which the Player is selected.

3.2 Attend all training sessions and team meetings of the Club.

3.3 Obey all reasonable directions of the Senior Coach, President, and Secretary of the Club.

3.4 Play in all Australian Football matches in which the Player is selected to play or as otherwise directed by the Club unless a duly qualified Medical Practitioner rules the Player unfit to play.

3.5 Comply with all reasonable requirements of the Club relating to preparation for matches, attendance at social functions, behaviour and dress.

3.6 Not play or train for Australian Football with any other Club or team (save for a South Australian representative team or the League representative team) without first obtaining the consent in writing of the Club.

3.7 Do everything reasonably necessary to obtain and maintain the best possible physical condition so as to render the most efficient service to the Club and to submit from time to time and as and when required by the Club to a complete a thorough medical fitness test and examination.

3.8 Not engage in any dangerous activity which in the opinion of the Club may affect the Player's ability to perform the Player's obligations under this Contract without first obtaining the consent in writing of the Club.

3.9 During league matches, wear only such items of playing apparel as may be approved of or prescribed by the League and to the extent that the same are not inconsistent therewith, the Club.

3.10 Not comment on a matter which the Club has notified the Player is a matter upon which Players of the Club are not to comment publicly.

4. PLAYER PAYMENTS

4.1 The Club shall make the Player Payments to the Player in accordance with the Schedule attached to this Playing Contract.

4.2 The Player agrees that the Club is entitled to set off any monies which may at any time be payable by the Player to the Club on any account against the Player Payments.

5. DISPUTE

In the event of a dispute arising between the parties during the term of this Playing Contract or following its termination, the matter may be referred for determination by a nominee of the League. A request for determination by an aggrieved party shall be made in writing to the other party and shall contain a precise statement of the issue in dispute and all relevant facts giving rise to the dispute. The League may adjudicate upon any dispute in accordance with its rules in force at the time.

6. TERMINATION

This Contract may be terminated by:

6.1 The Club, if the Player is in breach of any of the Player's obligations hereunder and the breach has not been remedied after a period of14 days following notice in writing by the Club to the Player requiring the breach to be remedied.

6.2 The Player, if the Club is in breach of any of its obligations hereunder and the breach continues has not been remedied after a period of 14 days following notice in writing by the Player to the Club requiring the breach to be remedied.

The Player, immediately by notice in writing given to the Club upon his name being included, in accordance with the Rules of the AFL, on the official list of players of any team competing in the AFL competition.

7. PLAYER MOVEMENT TO SANFL / AFL

The Player will remain contracted to the Club until the expiration of the Term. It is noted and agreed by all parties to this Contract thatany SANFL and or AFL Playing Contract will take precedence over this Playing Contract and that the rules and regulations of the AFL or SANFL will be adhered to.

8. WAIVER

A waiver by any party of any of the terms and conditions of this Contract in any one case shall not be deemed or construed to be a waiver of such term or condition for the future or for any other or subsequent breach.

9. STATUTORY DECLARATION

The attached statutory declaration must be signed by the player and witnessed by an authorised witness in order for this player declaration to be valid and enforceable.

Note: Any person who wilfully makes any declaration by virtue of this Part, knowing that declaration to be untrue in any material particular, shall be guilty of an offence, and shall be liable, upon conviction thereof, to be imprisoned for any term not exceeding four years - Oaths Act 1936, s27(1).

Statutory declarations may only be witnessed by a JP, Commissioner for Taking Affidavits (any lawyer admitted to the Supreme Court) or Notary Public (for information: https://www.agd.sa.gov.au/services-and-support/justice-peace-0).

STATUTORY DECLARATION

State of South Australia - *Oaths Act 1936*

I / We,

_____

[full name of Player]

of

_____

[address of Player]

Do solemnly and sincerely declare that,

the SANFL Community Football Standard Playing Contract as attached hereto and the terms and conditions contained therein are true and are an accurate record of the agreement between the named Club and me, as the Player, or if entered into by me as the legal guardian of the Player withme on behalf of the Player, and which includes the following:

- **Name, Club and League**
- **Validity Period**
- **Player Payments**
- **Date for Payment**
- **Acknowledgements**

And I / We make this solemn declaration conscientiously believing the same to be true, and by virtue of the provisions of the Oaths Act 1936.[1]

Declared at _____

in the State of South Australia, this_____day of

_____20_____

.....

Signature of person making this declaration[to be signed in front of an authorised witness]

Before me,

.....

Signature of authorised witness

[1] Any person who wilfully makes any declaration by virtue of this Part, knowing that declaration to be untrue in any material particular, shall be guilty of an offence, and shall be liable, upon conviction thereof, to be imprisoned for any termnot exceeding four years - *Oaths Act 1936, s27(1).*