

## **REGULATION 5**

### **STATUS OF PLAYERS**

#### **A. PREAMBLE**

This Regulation 5 deals with the status and movement of players (as that expression is defined in paragraph 1(a) of this Regulation 5) between clubs (as that expression is defined in paragraph 1(b) of this Regulation 5) within New Zealand and the movement of players to or from overseas clubs.

In any conflict between this Regulation 5 and the FIFA Regulations, the FIFA Regulations shall prevail.

#### **1. PLAYER CATEGORIES**

- (a) In these Regulations “player” means any football player registered as such with a club, and “players” shall be construed accordingly. Reference to the male gender in these Regulations is deemed to be reference to both males and females.
- (b) In these Regulations “club” means any football club affiliated to NZF (whether that be a “Club”, “Special Category Club” or “District Federation” as those expressions are defined in the NZF Rules) or, as the context requires, being or affiliated to another National Association (as that expression is defined in paragraph 1(c) of this Regulation 5), and “clubs” shall be construed accordingly.
- (c) In the Regulations “National Association” means NZF or, as the context requires, any other national football association recognised as such by and being a member of FIFA.
- (d) All players shall be classified as either Amateur or Professional (as those expressions are defined in paragraph 1(e) of this Regulation 5).
- (e) A “Professional” is a player who has a written Contract with a club, as contemplated under paragraph 2(a) of this Regulation 5, and is paid more than the expenses he effectively incurs in return for his footballing activity. Any other player is an “Amateur”, and “Professionals” and “Amateurs” shall be construed accordingly.
- (f) Travel and hotel expenses incurred through involvement in a match and the costs of a player’s equipment, insurance and training may be reimbursed without jeopardising a player’s Amateur status.
- (g) Players who take part in matches under the jurisdiction of NZF and receive an allowance for wages lost may also be considered to be Amateurs, unless they are otherwise already Professionals. Such allowance must be a fair and equitable proportion of the actual wages of the player, which have been lost.

- (h) Any Player who has been classified as a Professional under paragraph 1(e) of this Regulation 5 shall be regarded as a Professional unless the player has reacquired Amateur status under the terms of paragraph 10(a) of this Regulation 5.
- (i) A player's status shall be determined by NZF.
- (j) Any dispute regarding the status of a player involved in an international transfer shall be determined by the Disciplinary Committee (as that expression is defined in the NZF Rules).
- (k) NZF and players have a right of appeal to the FIFA Players' Status Committee (as that expression is defined in the FIFA Regulations for the Status and Transfer of Players), where NZF or a player disputes the determination of the Disciplinary Committee pursuant to paragraph 1(j) of this Regulation 5.

## **2. PROFESSIONALS' CONTRACTS**

- (a) Players designated as Professional by NZF or pursuant to this Regulation 5 otherwise shall have a written contract in a form prescribed by NZF from time to time (example annexed to this Regulation 5) with the relevant club ("Contract").
- (b) A copy of the Contract shall be provided to NZF in accordance with paragraph 2(d) of this Regulation 5, and upon demand by NZF, made available to FIFA by the club.
- (c) NZF may vary provisions included in every Contract concluded between a club and a Professional.
- (d) Clubs signing players as Professionals must file a copy of the Contract with NZF within five (5) working days of the Contract being signed by both the club and player. Failure to lodge the Contract within the specified time frame will disqualify the player from competing in any matches under NZF jurisdiction until the Contract has been lodged with and receipt acknowledged by NZF.
- (e) The minimum length of a contract shall be from the date of its entry into force to the end of the Season, while the maximum length of a contract shall be five (5) years.
- (f) If the parties agree to terminate a Contract before the stipulated date of termination in the Contract, the club shall notify NZF of same in writing within five (5) working days of the Contract being terminated.

### **3. AMATEURS' CONTRACTS**

- (a) Amateurs must not be contracted by their clubs beyond 30<sup>th</sup> September in each year, unless the player is to be contracted until 30<sup>th</sup> September in the subsequent year.
- (b) Amateurs contracted by their clubs must be given a copy of the contract they have signed by the relevant club within five (5) working days of the contract being signed by the club and the player.
- (c) A copy of any Amateur's contract must be lodged with the local District Federation by the relevant club no later than five (5) working days after the player's first appearance for that club. Any such contracts must be held securely, unopened and in confidence by the District Federation and will only be opened if a dispute has been lodged with the District Federation in relation to the relevant contract.

### **4. PLAYER REGISTRATION**

- (a) Subject to paragraph 13 of this Regulation 5, no player shall play for a club unless they are first registered as a member of a club and then only with that club of which they are a registered member.
- (b) Franchise Club Players (as that expression is defined in paragraph 13 of this Regulation 5) shall have their registration dealt with pursuant to paragraph 13 of this Regulation 5.
- (c) Professionals who end their careers on expiry of their Contracts and Amateurs who terminate their activity as players shall remain registered with and in the name of their last club for a period of thirty (30) months. The period begins on the day the player made his last appearance for the relevant club in an official match.
- (d) Once a player's registration has lapsed, no club can withhold approving a transfer request from that player.

### **5. INTERNATIONAL TRANSFERS**

- (a) A player may not play in New Zealand unless he is registered under these Regulations.
- (b) If a player has previously been registered with another National Association, that player cannot register with a New Zealand club until an International Transfer Certificate ("ITC") has been obtained by NZF. An ITC is not required for a player under the age of 12.
- (c) Clubs requesting an ITC for a player may only do so during the registration period specified in paragraph 5(d) of this Regulation 5. NZF will not issue an ITC outside of this registration period.

- (d) Subject to paragraph 13 of this Regulation 5, the annual international transfer period for clubs is 1<sup>st</sup> October to 1<sup>st</sup> July the following year.
- (e) The NZFC (as that expression is defined in paragraph 13 of this Regulation 5) transfer periods are provided under paragraph 13 of this Regulation 5.
- (f) Before requesting an ITC, transferee clubs must settle all differences and/or outstanding issues in respect of the player concerned with any previous clubs.
- (g) The ITC must not be made subject to any conditions. In particular, the validity of an ITC shall not be restricted to a certain period, and any clauses or provisions to this effect appended to the ITC or otherwise shall be considered null and void.
- (h) FIFA Regulations specify that the previous National Association shall, within seven (7) days of receiving the ITC request, issue the ITC to the new National Association. In the event that the new National Association does not receive a response to the ITC request within thirty (30) days of the ITC request being made, it shall immediately register the player with the intended new club on a provisional basis (“Provisional Registration”). A Provisional Registration shall be deemed to have become permanent one (1) year after the ITC request, if the previous National Association has not before then issued the ITC.
- (i) Under FIFA Regulations, the international loan of a Professional by one club to another is dealt with administratively in the same way as an international transfer. Accordingly:
  - (i) An ITC is required to be issued whenever a player leaves a club within one National Association to join a club within another National Association on a loan basis;
  - (ii) The ITC, upon expiry of the loan period, may be returned to the National Association of the club which released the player on loan, after a loan of at least six (6) months;
  - (iii) The terms governing the loan of a Professional (including duration of the loan and conditions to which the loan are subject) shall be regulated by the conclusion of a separate written contract between the two relevant clubs and the player concerned. Any clause or provision purporting to broach terms intended to be encapsulated in such contract appended to the ITC or otherwise shall be considered null and void; and
  - (iv) A club which has accepted a player on a loan basis is not entitled to transfer the player to a third club without the prior written

authorisation of the club which lent him out and of the player concerned.

- (j) A transfer may be considered by NZF in its sole discretion outside the transfer period contemplated under paragraph 5(d) of this Regulation 5 when a player can show that because of circumstances beyond his control, he is obliged to change his country of residence.
- (k) International transfers of players under the age of 18 shall only be permitted when the family of the player moves to the country in which the new club is located for reasons that are not linked to football.
- (l) If a dispute arises this can be referred to NZF who will, as necessary, take it up with the National Association concerned.

## **6. TRANSFERS WITHIN NEW ZEALAND**

- (a) A player registered with a club of one District Federation must obtain a written clearance from his current club before they can transfer their membership to another club within the same District Federation.
- (b) A player registered with a club of one District Federation must first obtain a written clearance from both his current club and that District Federation before they can take part in any match under the control of another District Federation.
- (c) No club may unreasonably withhold approval of a transfer request by a player. Subject to paragraph 6(d) of this Regulation 5, if a club has not acted upon a transfer request within seven (7) days of written notice of same, then the player's District Federation may transfer the player unilaterally.
- (d) Before a transfer request is approved, the player must settle all outstanding debts with his club, and return any playing gear previously provided by the club. In this regard and for the sake of clarity:
  - (i) Playing gear comprises tracksuits, team strip etc but excludes boots, goalkeeping gloves as these have no reusable value other than to the player they were provided to;
  - (ii) Registration fees and other monies such as fines that can be and are waived by clubs cannot be retrospectively demanded unless the player has failed to honour the terms of any contract he has with the club; and
  - (iii) In the case of a Professional, where a signed Contract entered into has not been fulfilled, the player shall repay to his club a fair and equitable proportion of monies paid in relation to the unexpired term of the Contract.

- (e) Any player who is suspended (except where paragraph 8(e) of Regulation 7 applies) at the time of transfer request can have his transfer approved, provided that the transfer form must be clearly marked "Player Suspended" and the number of playing days left to serve must be indicated.
- (f) Subject to paragraph 13 of this Regulation 5, no clearance for transfer shall be allowed for any player by any club between **2<sup>nd</sup> July** and **30<sup>th</sup> September** in any season.
- (g) Transfer periods in respect of NZFC players are provided for under paragraph 13 of this Regulation 5. In the event of any conflict between the provisions of this paragraph 6 of this Regulation 5 and paragraph 13 of this Regulation 5, paragraph 13 of this Regulation 5 shall prevail.
- (h) A transfer may be considered outside these dates when a player can show that because of circumstances beyond his control, he is obliged to change his place of residence by a distance greater than fifty (50) kilometres.
- (i) In cases of exceptional circumstances, NZF will have absolute discretion to determine a player's ability to transfer within New Zealand. Whether a case is an exceptional circumstance or not shall be determined by NZF in its sole discretion, but may include, without limitation, cases related to the following :
  - (i) Clerical error;
  - (ii) Maintaining the competitive integrity of official competitions;
  - (iii) Personal circumstances;
  - (iv) Problems associated with transfers between winter clubs and franchise clubs (as that expression is defined in paragraph 13 of this Regulation 5), and winter seasons and summer seasons; and
  - (v) The transfer of Marquee Players (as that expression is defined under paragraph 13 of this Regulation 5), in which case the expression "determined by NZF" above shall be deemed to mean determination by the Deputy Chief Executive Officer of NZF, the Competitions Manager of NZF and the High Performance Manager of NZF for the purposes of this paragraph 6(v) of this Regulation 5.

## **7. CALCULATION OF TRANSFER FEES**

### **AMATEURS**

- (a) A transfer fee for an Amateur will be permitted provided that:
  - (i) The club can show that it has incurred extraordinary expense in the recruitment or training of the player and the amount of the fee will be limited to the actual amount so incurred;
  - (ii) The expense is not an estimate; it must be an amount actually incurred for travelling expenses or payment of expenses to attend a coaching school, etc;
  - (iii) The expense must be extraordinary; all clubs incur expenses in training and outfitting players but the amount of the transfer fee must be something over and above ordinary expenses and must be an identifiable amount; and
  - (iv) If a club wishes to charge a transfer fee it must be prepared to provide full details of how the amount is calculated.
- (b) NZF will arbitrate any dispute in respect of transfer fees.

### **PROFESSIONALS**

- (c) No club is entitled to claim any transfer fee on account of a Professional failing to complete the duration of his Contract or agreement otherwise if the player's Contract has not been lodged under paragraph 2(d) of this Regulation 5. In such case the player shall be treated as an Amateur.
- (d) In the event of a transfer fee being payable, the club shall consider only those payments over and above legitimate travelling and accommodation expenses and shall not include payments made by the club to the player based on teams winning, losing or drawing. In calculating the transfer fee the amount expended on the player wishing to transfer is to be based on the seasonal sum the transferor club has paid, or is or will be liable to pay the player in respect of the period from the transfer date through to the end of his existing Contract. If the player has only completed part of a season and is transferring within the season, then an apportionment is to be made in respect of that season on a monthly basis. In addition to the amount outstanding on the unexpired term of the Contract, there shall be added to such amount 20% (twenty percent) of the original amount contracted to be paid by the club to the player. The total so reached shall be the transfer fee.
- (e) If the player wishing to transfer objects to the transfer fee, the matter will be arbitrated by NZF. Clubs must forward in writing to NZF within fourteen (14) days of notification of such objection, all documentary evidence and other information on which they base their claim.

- (f) If a club fails to comply with this time limit, then the matter may be dealt with in their absence. Copies of such evidence relied upon are also sent to the player involved.

## **8. TRAINING COMPENSATION**

- (a) The principles for claiming training compensation are specified in Articles 1, 2, 3, 4 and 5 and Annex 4 of the FIFA Regulations for the Status and Transfer of Players.
- (b) Compensation for training is not payable:
  - (i) For transfers from Amateur status to Amateur status; or
  - (ii) If a Professional reacquires Amateur status on being transferred.
- (c) Compensation for training is payable:
  - (i) When a player acquires Professional status for the first time; or
  - (ii) Thereafter, for every transfer up to the age of 23, where the player's transfer is:
    - (1) from Amateur to Professional; or
    - (2) from Professional to Professional.
- (d) No training compensation shall be payable when a player over the age of 23 transfers clubs.
- (e) The calculation of training compensation claims is otherwise governed by the FIFA Regulations for the Status and Transfer of Players.
- (f) NZF will initially arbitrate any dispute on training compensation claims involving a New Zealand club.
- (g) NZF and players have a right of appeal to the FIFA Player's Status Committee (as that expression is defined in the FIFA Regulations for the Status and Transfer of Players), where NZF or a player or a club disputes the determination of NZF pursuant to clause 8(f) of Regulations 5.

## **9. UNREGISTERED OR INELIGIBLE PLAYERS**

- (a) If a player is not registered with a club and appears for a club in any official match, that player will be deemed to have been ineligible to play.



- (b) If a player who is registered with a club appears for a club whilst serving a suspension from playing that player will be considered as having played illegitimately and will be deemed to have been ineligible to play.
- (c) In the event of an ineligible player playing the following sanctions will apply:
  - (i) The offending team shall forfeit any points gained. Goals scored by that team shall be forfeited, goals against shall stand;
  - (ii) The opposing team shall be awarded the points for the match. Goals scored by that team shall stand and goals against cancelled;
  - (iii) If both teams are found to have played such ineligible players, the match result shall be cancelled. Fines shall be imposed and the match may be replayed at the discretion of the District Federation concerned or NZF as appropriate
  - (iv) Fines as provided in the rules appropriate to the competition shall be imposed against the offending teams where the offence is found to be deliberate.

#### **10. REACQUISITION OF AMATEUR STATUS**

- (a) Any player who has been registered as a Professional with a National Association may not be reclassified as Amateur until his Contract has terminated and for a period of thirty (30) days after his last match as a Professional.

#### **11. RELEASE OF PLAYERS FOR NATIONAL ASSOCIATION REPRESENTATIVE MATCHES**

- (a) Clubs are obliged to release their registered players for representative teams of the country for which the player is eligible to play on the basis of his nationality, if he is called up by the National Association concerned. Any divergent agreement between the player and the club is prohibited.
- (b) As a general rule, any player registered with a club is obliged to respond affirmatively when called upon by NZF to play for one of its representative teams.
- (c) A player who is unable to comply with a summons from NZF owing to injury or illness shall, if NZF so requires, agree to undergo a medical examination by a doctor of NZF's choice.
- (d) A player who has been summoned by NZF for one of its representative teams shall, under no circumstances, be entitled to play for the club with which he is registered during the period for which he has been released or should have been released so as to be able to represent the relevant team.

This restriction on playing for the club shall, moreover, be prolonged by an additional five (5) days in the event that the player, for whatsoever reason, did not wish to or was unable to comply with the summons.

- (e) All matches, contests, tournaments, tours or games arranged or controlled by NZF shall in all cases take precedence over the fixtures of District Federations, of clubs under their control or league competitions and shall have paramount claim upon all players and others concerned.
- (f) In the event of three (3) or more players, from the same team, being called up to participate in any National Association team training camp, fixture or tour under the control of NZF, the club can apply to its District Federation or to NZF, where appropriate, for dispensation to postpone any games that may occur whilst these players are on national duty or such other dispensation as NZF may agree in writing in its sole discretion. In the event of any dispute the granting of any dispensation shall be at the sole discretion of NZF.

## **12. GUEST PLAYERS**

- (a) Any player who is not a New Zealand citizen or who does not hold a permanent resident permit, and requires an ITC to play in New Zealand, is to be regarded as a “Guest Player” and “Guest Players” shall be construed accordingly.
- (b) No team may have more than three (3) Guest Players recorded on a team card in the same match.
- (c) A Guest Player may, after having resided continuously in New Zealand for a period of not less than twelve months, be re-classified provided they apply in writing to NZF via their local District Federation.
- (d) District Federations shall keep a register of Guest Players and note any changes of status.
- (e) In the event of a Guest Player transferring to a club in a different District Federation, then the District Federation giving the clearance shall advise the new District Federation of the Guest Player’s status.
- (f) In the event of a dispute concerning a player’s classification as a Guest Player, the local District Federation shall request the player to forthwith produce such evidence as is necessary for that District Federation to determine the matter.

## **13. THE NEW ZEALAND FOOTBALL CHAMPIONSHIP**

- (a) This paragraph 13 of this Regulation 5 shall apply notwithstanding anything to the contrary in this Regulation 5 and shall be read in conjunction with Regulation 10 of these Regulations (“NZFC Regulations”).

- (b) The New Zealand Football Championship (“NZFC”) is an annual competition played between September and May, and established by NZF. NZF issues licences to certain Special Category Clubs (“franchise clubs” or, as the context requires, “franchise club”) to participate in the NZFC.
- (c) In respect of NZFC transfer periods:
  - (i) Notwithstanding the provisions of paragraph 6(f) of this Regulation 5, a clearance for a player to transfer to a franchise club may be allowed for any player by the relevant club (not being another franchise club) at any time; and
  - (ii) The transfer periods will for each NZFC season will be as defined in the NZFC Regulations.
- (d) Each NZFC season, each franchise club shall name and contract (in accordance the NZFC Regulations) a squad consisting of a maximum of twenty four (24) players (“Franchise Club Players” or, as the context requires, “Franchise Club Player”).
- (e) With the exception of Guest Players, and New Zealand International Loan Players and Marquee Players (as those expressions are referred to under the NZFC Regulations), who are dealt with under paragraphs 13(i) and (j) of this Regulation 5, prior to being named as Franchise Club Players, all players must be registered with their New Zealand club. For convenience, the District Federation governing the region in which the franchise club is domiciled will hold and administer all Franchise Club Player registrations on behalf of NZF, unless otherwise directed or agreed in writing by NZF for the duration of the NZFC Amateur Player Agreement (“NZFCAPA”) the Franchise Club Player must then enter into with the relevant franchise club.
- (f) In the event that Franchise Club Players are not required by their franchise club during the term of their NZFCAPA, they can be loaned to a winter club, provided that the winter club they are loaned to is the same as the winter club for which the Franchise Club Player played during the previous winter season and was the last winter club for which the Franchise Club Player played.
- (g) Should paragraph 13(f) of this Regulation 5 apply, these three parties (being the relevant franchise club, Franchise Club Player and winter club) must sign a New Zealand Football Championship Amateur Player Loan Agreement (“Loan Agreement”), in a form recommended by NZF, prior to the player being eligible to play for the winter club. The Loan Agreement will, amongst other things, provide for the intention that the Franchise Club Player’s registration is to remain held by the District Federation unless otherwise directed or agreed by NZF, pursuant to paragraph 13 (e) of this Regulation 5.

- (h) The intent of paragraph 13(g) of this Regulation 5 is that the franchise club contemplated thereunder shall solely be entitled to determine how many games a Franchise Club Player can play for the winter club, when not required by his franchise club during the term of the NZFCAPA.
- (i) Any Franchise Club Player who is a Guest Player or a Marquee Player (as referred to under paragraph 13(e) of this Regulation 5) and who, prior to being named as Franchise Club Player, was registered with a New Zealand winter club, may be loaned to that winter club in accordance with paragraph 13(f), (g) and (h) of this Regulation 5. Any Guest Player or Marquee Player who was not so registered with such a winter club or any New Zealand International Loan Player shall not be loaned to any winter club.
- (j) For the sake of clarity, a Marquee Player playing in the NZFC is not a Guest Player. NZFC Teams are entitled to field up to three (3) Guest Players in addition to a Marquee Player.