



## **REGULATIONS ON THE STATUS AND TRANSFER OF PLAYERS**

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## 1 Definitions

1.1 For the purpose of these Regulations on the Status and Transfer of Players, the terms set out below are defined as follows:

- 1.1.1 **Academy:** An organisation or an independent legal entity whose primary, long-term objective is to provide Players with long-term training through the provision of the necessary training facilities and infrastructure. This shall primarily include, but not be limited to, football training centres, football camps, football schools, etc.
- 1.1.2 **Club:** An Affiliated Member club of NZF or of a League recognised by NZF that enters at least one team in a Competition.
- 1.1.3 **Competition:** Any competition, tournament or league administered by NZF or a Regional Association, including the pre-Season, Season proper, finals series and any post Season tournament.
- 1.1.4 **FIFA RSTP:** The FIFA Regulations on the Status and Transfer of Players.
- 1.1.5 **Former Regional Association:** The Regional Association to which the Former Club is affiliated.
- 1.1.6 **Former Club:** The Club that the Player is leaving.
- 1.1.7 **GOALNET:** NZF system for member registration of Players and Officials.
- 1.1.8 **Member Association:** NZF, or, as the context requires, any other national football association recognised as such by and being a member of FIFA.
- 1.1.9 **Minor:** A Player who has not yet reached the age of 18.
- 1.1.10 **National League Season:** the period beginning with the first Official Match of any relevant National League Competition and ending with the last Official Match of any relevant National League Competition.
- 1.1.11 **New Regional Association:** The Regional Association to which the New Club is affiliated.
- 1.1.12 **New Club:** The Club that the Player is joining.
- 1.1.13 **Official Match:** Match played within the framework of Organised Football, such as National League championships, national cups and Regional Association Competitions, but not including friendly and trial matches; and Official Matches shall be construed accordingly.
- 1.1.14 **Organised Football:** Association Football organised under the auspices of FIFA, the Confederations, NZF and/or the Regional Associations, or authorised by them.
- 1.1.15 **Player:** Any football Player registered as such with a Club, and **Players** shall be construed accordingly.

- 1.1.16 **Player Passport:** the document which records relevant details of a Player as required pursuant to FIFA regulations.
- 1.1.17 **Professional Player:** a Player who has a written contract with a Club and is paid more for his footballing activity than the expenses he effectively incurs.
- 1.1.18 **Registration Period:** a period fixed by NZF in accordance with regulation 8 of these Regulations.
- 1.1.19 **Regional Association:** means an organisation subordinate to NZF, being each of the seven district federations duly established as branches of NZF as the term “Branch” is defined under the Incorporated Societies Act 1908.
- 1.1.20 **Regulations:** Means these Regulations on the Status and Transfer of Players.
- 1.1.21 **Season:** the Winter Season or the National League Season, as is relevant.
- 1.1.22 **Training Compensation:** The payments made in accordance with regulation 20 to cover the development of young Players.
- 1.1.23 **TMS:** FIFA’s transfer matching system, a web-based data information system with the primary objective of simplifying the process of international Player transfers as well as improving transparency and the flow of information.
- 1.1.24 **Winter Season:** 1 March to 31 October or other dates as notified by NZF in its discretion.
- 1.2 Definitions contained in the Definitions section in the NZF Statutes apply to terms used in these Regulations.
- 1.3 NB: Terms referring to natural persons are applicable to both genders. Any term in the singular applies to the plural and vice-versa.
- 1.4 Where notice in writing is required, e-mail is an acceptable form of notice.

## **2 Scope**

- 2.1 These are the NZF Regulations on the Status and Transfer of Players. They replace NZF Regulation 5. All references in any NZF or Regional Association Regulations to Regulation 5 shall be deemed to be references to these Regulations and any references to clauses within Regulation 5 shall be to the corresponding regulations of these Regulations on the Status and Transfer of Players.
- 2.2 These Regulations lay down binding rules for football in New Zealand concerning the status of Players, their eligibility to participate in Organised Football, and their transfer between Clubs.

### **Objectives**

- 2.3 The objectives of these Regulations are to:

- 2.3.1 Develop and protect the game of football in New Zealand in all its forms for participants of all abilities and skill;
- 2.3.2 Ensure football is regulated in a consistent and co-ordinated manner across New Zealand, its Regional Associations and Clubs;
- 2.3.3 Ensure young Players are adequately protected;
- 2.3.4 Align NZF Regulations with the Statutes and Regulations of FIFA, including ensuring that NZF has included in its Regulations the mandatory regulations and principles as required by FIFA in the FIFA RSTP.

### **Application**

2.4 These Regulations:

- 2.4.1 Apply to NZF, its Regional Associations, Clubs, Players, Match Agents (**Members**);
- 2.4.2 Apply to all forms of Organised Football under NZF's jurisdiction including Futsal and Beach Football;
- 2.4.3 Continue to apply to a Member even after their registration or involvement has ended, if that Member breached these Regulations while a current Member;
- 2.4.4 Form part of the NZF Statutes and Regulations to which all Members are bound; and
- 2.4.5 Do not limit or restrict the application of FIFA Statutes. Where any conflict exists between these Regulations and those of FIFA, the regulations of FIFA shall prevail.

### **NZF Jurisdiction and Obligations**

2.5 NZF as the member of FIFA for New Zealand is responsible for the organisation, promotion and administration of football throughout New Zealand. Accordingly, it has jurisdiction over all matches and Competitions within New Zealand and matches involving national teams.

2.6 NZF must:

- 2.6.1 Comply with these Regulations and ensure that any Competition regulations are not inconsistent with these Regulations, the Laws of the Game, or the NZF Disciplinary Code;
- 2.6.2 Ensure compliance of these Regulations by Regional Associations, Clubs, Players and all Members;
- 2.6.3 Investigate any complaint about a breach of these Regulations by or against a party within its jurisdiction;
- 2.6.4 Impose disciplinary sanctions against a party within its jurisdiction found to have breached these Regulations; and

- 2.6.5 Provide appropriate education and training to those who manage and implement these Regulations.

### **Regional Association Jurisdiction and Mandate**

- 2.7 Each Regional Association, as a Member of NZF, is responsible for the organisation, promotion and administration of football throughout its own region. Accordingly each Regional Association has jurisdiction to stage Competitions or Matches within its own boundaries.
- 2.8 NZF grants each Regional Association a mandate to govern the implementation and enforcement of these Regulations. To avoid doubt, Regional Associations do not have the mandate to prescribe disciplinary regulations.
- 2.9 A Regional Association must:
- 2.9.1 Have Competition regulations to govern the administration and management of all Competitions under its control;
  - 2.9.2 Notify NZF of all Competitions it administers, and provide to NZF a copy of the Competition regulations.
  - 2.9.3 Comply with these Regulations and ensure that any regulations they promulgate in relation to Regional Association Competitions are not inconsistent with these Regulations, the Laws of the Game, or the NZF Disciplinary Code;
  - 2.9.4 Ensure compliance with these Regulations by administrators, Clubs, Club Officials and Players and all Members within its jurisdiction;
  - 2.9.5 Investigate any complaint about a breach of these Regulations by or against a party within its jurisdiction;
  - 2.9.6 Impose disciplinary sanctions against a party within its jurisdiction found to have breached these Regulations; and
  - 2.9.7 Provide appropriate education and training to those who manage and implement these Regulations.

### **3 Status of Players: amateur and Professional Players [c.f. FIFA RSTP, article 2, mandatory]**

- 3.1 Players participating in Organised Football are either amateurs or professionals.
- 3.2 A professional is a Player who has a written contract with a Club and is paid more for their footballing activity than the expenses they effectively incur. All other Players are considered to be amateurs.
- 3.3 All football Players under the jurisdiction of NZF and its Regional Associations are amateur, apart from limited exceptions set out in the relevant Statutes and Regulations. Unless expressly provided for, Clubs are not permitted to sign Players as professionals. However, a Club can register a Player who is a professional provided that the Player does not play in an Official Match until such time as the Player has acquired amateur status.

- 3.4 Any expense incurred by amateur Player 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.
- 3.5 A Player may receive prize money resulting from participating in a Competition, without compromising their amateur status. For clarity, prize money is defined as being a one-off payment as a consequence of winning or reaching a particular level in a Competition or tournament.

#### **4 Amateur Player Agreements**

- 4.1 Clubs and Players may enter into an Amateur Player Agreement in a form approved by NZF. Amateur Player Agreements are mandatory for National League Competitions.
- 4.2 Players must be given a copy of any Amateur Player Agreement that they have signed by the relevant Club within five working days of it being signed by the Club and the Player.
- 4.3 Where entering into an Amateur Player Agreement is mandatory, a copy of the Amateur Player Agreement must be lodged with NZF or the relevant Regional Association by the relevant Club no later than five working days after the Player's first appearance for that Club, or as prescribed by the Competition regulations. Any such Amateur Player Agreements must be held securely, unopened and in confidence by NZF or the relevant Regional Association and will only be opened if a dispute is lodged with NZF or the relevant Regional Association in relation to the relevant Amateur Player Agreement.

#### **5 Reacquisition of amateur status [c.f. FIFA RSTP, article 3, mandatory]**

- 5.1 A Player registered as a professional may not re-register as an amateur until at least 30 days after their last match as a professional.
- 5.2 No compensation is payable upon reacquisition of amateur status. If a Player re-registers as a professional within 30 months of being reinstated as an amateur, their New Club shall pay Training Compensation in accordance with regulation 20.

#### **6 Termination of activity [c.f. FIFA RSTP, article 4, mandatory]**

- 6.1 Professionals who end their careers upon expiry of their contracts and amateurs who terminate their activity shall remain registered at the Regional Association of their last Club for a period of 30 months, following which the registration will lapse.
- 6.2 This period begins on the day the Player made their last appearance for the Club in an Official Match.

#### **7 Registration [c.f. FIFA RSTP, article 5, mandatory]**

- 7.1 A Player must be registered with NZF to play for a Club as either a professional or an amateur in accordance with the provisions of regulation 3. Only registered Players are eligible to participate in Organised Football. By the act of registering, a Player agrees to abide by the Statutes and Regulations of FIFA, OFC, NZF and the Regional Associations.

- 7.2 All Players must be registered with NZF in GOALNET. Under all circumstances, it is the Clubs responsibility to ensure that each Player is successfully registered in GOALNET before the Player may participate in Organised Football. The registration can be effected through:
- 7.2.1 the Player self-registering in GOALNET; or
  - 7.2.2 the Club registering the Player on the Player's behalf in GOALNET.
- 7.3 The registration of an amateur Player with a Club takes effect from the date the individual Player is made 'active' by the Club in GOALNET in the relevant Season.
- 7.4 If a Player is registering with a Club for the first time, or for the first time with a New Club, that Player must provide the Club with evidence of name and age, by producing appropriate documentation, for instance an original birth certificate, passport or drivers licence.
- 7.5 A Player may only play for the Club the Player is registered with. A Player may only be registered with one Club at a time. For clarity, a Player does not breach this regulation 7.5 if they also play for:
- 7.5.1 A Futsal club or centre;
  - 7.5.2 A school team that is not playing in the same Competition as their Club's team(s);
  - 7.5.3 Any other team affiliated to a Regional Association which plays in a Competition not controlled by that Regional Association, and which does not play in the same Competition as their Club. For example, the Sunday League. For the purposes of this regulation 7.5, a body controls a Competition where it determines which teams and/or Players are eligible to participate in the Competition.
- 7.6 Players may be registered with a maximum of three Clubs during one Season. During this period, the Player is only eligible to play Official Matches for two Clubs. As an exception to this rule, a Player moving between two Clubs belonging to Member Associations with overlapping Seasons (i.e. start of the Season in summer/autumn as opposed to winter/spring) may be eligible to play in Official Matches for a third Club during the relevant Season, provided he has fully complied with his contractual obligations towards his previous Clubs. Equally, the provisions relating to the Registration Periods (FIFA RSTP article 6) as well as to the minimum length of a contract (FIFA RSTP article 18 paragraph 2) must be respected.
- 7.7 Under all circumstances, due consideration must be given to the sporting integrity of the Competition. In particular, a Player may not play Official Matches for more than two Clubs competing in the same Season, subject to stricter individual Competition Regulations of NZF and Regional Associations.
- 7.8 For the sake of clarity, NZF has two Seasons (Winter Season and National League Season). It is possible pursuant to regulation 7.6 for Players to be registered for three Clubs and play Official Matches for two Clubs in the Winter Season and to be registered for three Clubs and play Official Matches for two Clubs in the National League Season.



## **8 Registration Periods** *[c.f. FIFA RSTP, article 6, mandatory]*

- 8.1 Players may only be registered during one of the two annual Registration Periods fixed by NZF. As an exception to this rule, a professional whose contract has expired prior to the end of a Registration Period may be registered outside that Registration Period. NZF is authorised to register such professionals provided due consideration is given to the sporting integrity of the relevant Competition. Where a contract has been terminated with just cause, FIFA may take provisional measures in order to avoid abuse, subject to regulation 22.
- 8.2 The first Registration Period shall begin after the completion of the Season and shall normally end before the new Season starts. This period may not exceed 12 weeks. The second Registration Period shall normally occur in the middle of the Season and may not exceed four weeks. The two Registration Periods for the Season shall be entered into TMS at least 12 months before they come into force. FIFA shall determine the dates for any Member Association that fails to communicate them on time.
- 8.3 Players may only be registered – subject to the exception provided for in regulation 6 paragraph 1 of the FIFA Regulations on the Status and Transfer of Players – upon submission of a valid application from the Club to NZF or the relevant Regional Association during a Registration Period.
- 8.4 The above provisions concerning Registration Periods do not apply to Competitions in which only amateurs participate. As all football Players in New Zealand are amateur, apart from limited exceptions set out in the relevant Statutes and Regulations, registration for NZF and Regional Association Competitions is permitted from 1 October to 30 June or as otherwise specified in the relevant Competition Regulations. Registration outside specified periods is not allowed except in exceptional circumstances. Whether a case is an exceptional circumstance shall be determined by NZF in its sole discretion, but may include, without limitation, where:
- 8.4.1 The registration has not been correctly processed due to clerical error;
- 8.4.2 Allowing the registration is consistent with the competitive integrity of the relevant Competition(s);
- 8.4.3 The personal circumstances of the Player make it fair and reasonable to allow the registration; or
- 8.4.4 The 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.
- 8.5 Decisions made pursuant to this regulation 8 are final and there are no rights of appeal.

## **9 Transfers**

- 9.1 For Winter Season Competitions, no transfer of a Player shall be allowed by any Club from 1 July to 30 September (inclusive) each year, except in exceptional circumstances. Whether a case is an exceptional circumstance shall be determined by NZF in its sole discretion, but may include, without limitation, where:
- 9.1.1 The transfer has not been correctly processed due to clerical error;

- 9.1.2 Allowing the transfer is consistent with the competitive integrity of the relevant Competition(s);
  - 9.1.3 The personal circumstances of the Player make a transfer fair and reasonable; or
  - 9.1.4 The 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.
- 9.2 Transfers of Players participating in a National League Competition will be dealt with in accordance with the regulations of the National League Competition.
  - 9.3 The date a transfer process has commenced will be the effective date of transfer. The net effect of this will be that in the event that a transfer is not completed prior to the closing of a transfer window, the transfer will still be able to be concluded once the window has closed.
  - 9.4 Irrespective of Regulation 9.3, a Player cannot play for his New Club until such time as the transfer has been properly concluded by both the Former Club and the New Club and where appropriate NZF and the relevant Regional Associations.
  - 9.5 Decisions made pursuant to this regulation are final and there are no rights of appeal.

#### **Transfers within New Zealand**

- 9.6 Any transfer of any Player between any Clubs affiliated to NZF must be completed through GOALNET. No transfer may be effected without the Player's consent in writing.
- 9.7 Where the transfer is between Clubs of two different Regional Associations the Player will only be eligible to play for his New Club once the Former Club and the relevant Regional Associations have approved the transfer in GOALNET.
- 9.8 No Club may unreasonably withhold approval of a transfer request by a Player. If a Club has not acted upon a transfer request within seven days of notification of the request, then the Player's Regional Association may transfer the Player unilaterally.
- 9.9 A Club may withhold a transfer request until the Player has, as specified in any agreement between the parties, (a) returned any Player's equipment, and (b) reimbursed to the Club all invoiced and unpaid registration fees, and levies and/or fines paid on behalf of the Player.
- 9.10 A Player can have his transfer approved even though the Player is suspended at the time of transfer.
- 9.11 Subject to regulation 9.9 above, a Club may not withhold a transfer request in relation to a Player whose registration has lapsed.

#### **Transfer Fees**

- 9.12 No Club may require a transfer fee for an amateur Player.

### **Transfers to or from New Zealand – International Transfers**

- 9.13 The international transfer of any Player to or from New Zealand will be dealt with in accordance with the FIFA Regulations.
- 9.14 If a Player was previously registered outside New Zealand, NZF needs to request an International Transfer Certificate or an International Futsal Transfer Certificate (**ITC**) from the Member Association of that Club. In accordance with FIFA Statutes, NZF is only able to request an ITC from another Member Association during the Registration Periods for NZF, as specified in FIFA TMS.
- 9.15 NZF cannot register a Player unless and until the ITC is received.
- 9.16 An ITC is not required for a Player under the age of 12 years. From 1 March 2015, an ITC is not required for a Player under the age of 10 years.
- 9.17 Clubs requesting an ITC for a Player may only do so during the Registration Period specified in this Regulation.

### **10 Player Passport** *[c.f. FIFA RSTP, article 7, mandatory]*

- 10.1 For international transfers, NZF is obliged to provide the overseas Club with which the Player is registered with a Player passport containing the relevant details of the Player. The Player passport shall indicate the Club(s) with which the Player has been registered since the Season of his 12<sup>th</sup> birthday. If a birthday falls between Seasons, the Player passport shall indicate the Club with which he was registered during the Season following his birthday.
- 10.2 For transfers within New Zealand, GOALNET contains the record of the Clubs with which the Player has been registered.

### **11 Application for registration** *[c.f. FIFA RSTP, article 8, mandatory]*

- 11.1 The application for registration of a professional must be submitted together with a copy of the Player's contract. The relevant decision-making body has discretion to take account of any contractual amendments or additional agreements that have not been duly submitted to it.

### **12 Loan of professionals** *[c.f. FIFA RSTP, article 10, mandatory]*

- 12.1 A Professional Player may be loaned to another Club as a Professional Player on the basis of a written agreement between him and the Clubs concerned. Any such loan is subject to the same rules as apply to the transfer of Players, including the provisions on Training Compensation and the solidarity mechanism. An amateur cannot be loaned within New Zealand.
- 12.2 Subject to regulation 7, the minimum loan period shall be the time between two Registration Periods.
- 12.3 The Club that has accepted a Professional Player on a loan basis is not entitled to transfer him to a third Club without the written authorisation of the Club that released the Professional Player on loan and the Professional Player concerned.

**13 Unregistered Players** *[c.f. FIFA RSTP, article 11, mandatory]*

- 13.1 Any Player not registered at NZF who appears for a Club in any Official Match shall be considered to have played illegitimately and therefore is ineligible. Without prejudice to any measure required to rectify the sporting consequences of such an appearance, sanctions may also be imposed on the Player and/or the Club.
- 13.2 The right to impose such sanctions lies in principle with NZF, the Regional Association or the organiser of the Competition concerned.

**14 Enforcement of disciplinary sanctions**

- 14.1 Any disciplinary suspension imposed on a Player prior to a transfer must be enforced or applied by the New Regional Association at which the Player is to be registered, in accordance with the NZF Disciplinary Code. The Player is obliged to notify the Player's New Regional Association of any sanction.

**15 Maintenance of contractual stability between professionals and Clubs**

- 15.1 Where a Player has a professional contract with a Club, the terms of that contract must where lawful be in accordance with the following principles:

15.1.1 Contracts must be respected *[c.f. FIFA RSTP, article 13, mandatory principle];*

15.1.2 Contracts may be terminated by either party without consequence where there is just cause *[c.f. FIFA RSTP, article 14, mandatory principle];*

15.1.3 Contracts may be terminated by professionals with sporting just cause *[c.f. FIFA RSTP, article 15, mandatory principle];*

15.1.4 Contracts cannot be terminated during the course of the Season *[c.f. FIFA RSTP, article 16 mandatory principle];*

15.1.5 In the event of termination of a contract without just cause, compensation shall be payable and that such compensation may be stipulated in the contract *[c.f. FIFA RSTP, article 17.1 & .2, mandatory principle];*

15.1.6 In the event of termination of contract without just cause, sporting sanctions shall be imposed on the party in breach *[c.f. FIFA RSTP, article 17.3 -5, mandatory principle].*

**16 Special provisions relating to contracts between professionals and Clubs** *[c.f. FIFA RSTP, article 18 mandatory]*

- 16.1 If an agent is involved in the negotiation of a contract, he shall be named in that contract.
- 16.2 The minimum length of a contract shall be from its effective date until the end of the Season, while the maximum length of a contract shall be five years.
- 16.3 Contracts of any other length shall only be permitted if consistent with national laws. Players under the age of 18 may not sign a professional contract for a term longer than three years. Any clause referring to a longer period shall not be recognised.

16.4 A Club intending to conclude a contract with a professional must inform the Player's current Club in writing before entering into negotiations with him. A professional shall only be free to conclude a contract with another Club if his contract with his present Club has expired or is due to expire within six months.

16.5 Any breach of this provision shall be subject to appropriate sanctions.

16.6 The validity of a contract may not be made subject to a successful medical examination and/or the grant of a work permit.

16.7 If a professional enters into more than one contract covering the same period, the provisions set forth in Chapter IV shall apply.

**17 Third-party influence on Clubs** *[c.f. FIFA RSTP, article 18bis, mandatory]*

17.1 No Club shall enter into a contract which enables any other party to that contract or any third party to acquire the ability to influence in employment and transfer-related matters its independence, its policies or the performance of its teams.

17.2 The FIFA Disciplinary Committee may impose disciplinary measures on Clubs that do not observe the obligations set out in this regulation.

**18 Protection of Minors** *[c.f. FIFA RSTP, article 19, mandatory]*

18.1 International transfers of Players are only permitted if the Player is over the age of 18.

18.2 The following three exceptions to this rule apply:

18.2.1 The Player's parents move to the country in which the New Club is located for reasons not linked to football.

18.2.2 The transfer takes place within the territory of the European Union (EU) or European Economic Area (EEA) and the Player is aged between 16 and 18. In this case, the New Club must fulfil the following minimum obligations:

- a It shall provide the Player with an adequate football education and/or training in line with the highest national standards.
- b It shall guarantee the Player an academic and/or school and/or vocational education and/or training, in addition to his football education and/or training, which will allow the Player to pursue a career other than football should he cease playing professional football.
- c It shall make all necessary arrangements to ensure that the Player is looked after in the best possible way (optimum living standards with a host family or in Club accommodation, appointment of a mentor at the Club, etc.).
- d It shall, on registration of such a Player, provide the relevant Association with proof that it is complying with the aforementioned obligations.

- 18.2.3 The Player lives no further than 50km from a national border and the Club with which the Player wishes to be registered in the neighbouring Association is also within 50km of that border. The maximum distance between the Player's domicile and the Club's headquarters shall be 100km. In such cases, the Player must continue to live at home and the two Associations concerned must give their explicit consent.
- 18.3 The conditions of this regulation shall also apply to any Player who has never previously been registered with a Club and is not a national of the country in which he wishes to be registered for the first time.
- 18.4 Every international transfer according to paragraph 2 and every first registration according to paragraph 3 is subject to the approval of the sub-committee appointed by the Players' Status Committee for that purpose. The application for approval shall be submitted by the Association that wishes to register the Player. The Former association shall be given the opportunity to submit its position. The sub-committee's approval shall be obtained prior to any request from an Association for an International Transfer Certificate and/or a first registration. Any violations of this provision will be sanctioned by the Disciplinary Committee in accordance with the FIFA Disciplinary Code. In addition to the Association that failed to apply to the sub-committee, sanctions may also be imposed on the Former association for issuing an International Transfer Certificate without the approval of the sub-committee, as well as on the Clubs that reached an agreement for the transfer of a Minor.
- 18.5 The procedures for applying to the sub-committee for a first registration and an international transfer of a Minor are contained in Annexure 1 of these Regulations.
- 19 Registration and reporting of Minors at Academies** *[c.f. FIFA RSTP, article 19bis, mandatory]*
- 19.1 Clubs that operate an Academy with legal, financial or de facto links to the Club are obliged to report all Minors who attend the Academy to the Association upon whose territory the Academy operates.
- 19.2 Each Association is obliged to ensure that all Academies without legal, financial or de facto links to a Club:
- 19.2.1 run a Club that participates in the relevant national championships; all Players shall be reported to the Association upon whose territory the Academy operates, or registered with the Club itself; or
- 19.2.2 report all Minors who attend the Academy for the purpose of training to the Association upon whose territory the Academy operates.
- 19.3 Each Association shall keep a register comprising the names and dates of birth of the Minors who have been reported to it by the Clubs or Academies.
- 19.4 Through the act of reporting, Academies and Players undertake to practise football in accordance with the FIFA Statutes, and to respect and promote the ethical principles of Organised Football.
- 19.5 Any violations of this provision will be sanctioned by the Disciplinary Committee in accordance with the FIFA Disciplinary Code.

- 19.6 Regulation 19 shall also apply to the reporting of all Minor Players who are not nationals of the country in which they wish to be reported.

## **20 Training Compensation**

- 20.1 Training Compensation shall be paid to a Player's training Club(s): (1) when a Player signs his first contract as a professional, and (2) each time a professional is transferred until the end of the Season of his 23<sup>rd</sup> birthday. The obligation to pay Training Compensation arises whether the transfer takes place during or at the end of the Player's contract. The provisions concerning Training Compensation are set out in Annexe 3 of these Regulations.

## **21 Solidarity mechanism**

- 21.1 If a professional is transferred before the expiry of his contract, any Club that has contributed to his education and training shall receive a proportion of the compensation paid to his Former Club (solidarity contribution). The provisions concerning solidarity contributions are set out in Annexe 5 of the FIFA Regulations on the Status and Transfer of Players.

## **22 Competence of FIFA**

- 22.1 Without prejudice to the right of any Player or Club to seek redress before a civil court for employment-related disputes, FIFA is competent to hear:
- 22.1.1 employment-related disputes between a Club and a Player;
  - 22.1.2 employment-related disputes between a Club or a National Association and a coach;
  - 22.1.3 disputes relating to Training Compensation (regulation 20) and the solidarity mechanism (regulation 21);
  - 22.1.4 disputes between Clubs or Regional Associations that do not fall within the cases provided for above.

## **23 Players' Status Committee**

- 23.1 The NZF Players' Status Committee shall adjudicate on any of the cases described under regulation 22 above in accordance with NZF Regulations governing the Players' Status Committee.
- 23.2 The NZF Players' Status Committee shall adjudicate in the presence of at least three members, including the chairman or the deputy chairman, unless the case is of such a nature that it may be settled by a single judge. In cases that are urgent or raise no difficult factual or legal issues, and for decisions on the provisional registration of a Player in relation to international clearance, the chairman or a person appointed by him, who must be a member of the committee, may adjudicate as a single judge.
- 23.3 Each party shall be heard once during the proceedings. Decisions reached by the single judge or the NZF Players' Status Committee may be appealed before the Court of Arbitration for Sport (CAS).

**24 Matters not provided for**

24.1 Any matters not provided for in these Regulations and cases of force majeure shall be decided by the NZF Executive Committee, whose decisions are final.

**25 Enforcement**

25.1 These Regulations were approved by the NZF Executive Committee on **12 March 2015** and come into force on **12 March 2015**.



## **ANNEXURE 1**

### **Procedure governing applications for first registration and international transfer of Minors**

#### **1 Principles**

- 1.1 All applications for a first registration of an international Minor according to FIFA Regulations on the Status and Transfer of Players article 19 paragraph 3, or an international transfer involving a Minor according to FIFA Regulations on the Status and Transfer of Players article 19 paragraph 2, must be submitted to FIFA and managed through TMS.
- 1.2 Unless otherwise specified in the provisions below, the FIFA Rules Governing the Procedures of the Players' Status Committee and the FIFA Dispute Resolution Chamber shall be applied in the application procedure, subject to slight deviations that may result from the computer-based process.

#### **2 Initiation of proceedings, submission of documents**

- 2.1 Depending on the details of the case in question, NZF submits an application to FIFA. NZF must also mandatorily enter specific documents from the following list in TMS:
- Proof of identity and nationality – Player
  - Proof of identity and nationality – Player's parents
  - Proof of birth date (birth certificate) – Player
  - Employment contract – Player
  - Employment contract – Player's parents
  - Work permit – Player
  - Work permit – Player's parents
  - Proof of residence – Player
  - Proof of residence of Player's parents
  - Documentation of academic education
  - Documentation of football education
  - Documentation of accommodation/care
  - Parental authorisation
  - Proof of distance: 50km rule
  - Proof of consent of counterpart association
- 2.2 If an obligatory document is not submitted, or if a translation or an official confirmation is not submitted in accordance with paragraph 4 below, the applicant will be notified accordingly in TMS. An application will only be processed if all obligatory documents have been submitted, or if all necessary translations and official confirmations have been correctly submitted in accordance with paragraph 4 below.
- 2.3 The applicant may also submit any other documents it deems necessary together with the application. FIFA may request further documents from the applicant at any time.

#### **3 Statement, non-submission of statement**

- 3.1 In the case of a request for approval of an international transfer, the former Member Association will be given access to all non-confidential documents in TMS and invited to submit a statement within seven days through TMS.

3.2 The former Member Association may also submit any documents it deems relevant through TMS.

3.3 If a statement is not submitted, the sub-committee will decide on the basis of the documents available.

#### **4 Language of documents**

4.1 If a document is not available in one of the four official languages of FIFA, the association shall also submit either a translation of the document in one of the four official languages of FIFA, or an official confirmation of the association concerned that summarises the pertinent facts of each document in one of the four official languages of FIFA. Failure to do so may, subject to paragraph 3.3 above, result in the sub-committee disregarding the document in question.

#### **5 Deadlines**

5.1 Deadlines shall be set legally through TMS.

5.2 All submissions must be entered in TMS by the deadline in the time zone of the Member Association concerned.

#### **6 Notification of decisions, legal remedy**

6.1 The Member Association(s) concerned shall be legally notified of FIFA's decision via TMS. Notification will be deemed complete once the decision has been uploaded into TMS. Such notification of decisions shall be legally binding.

6.2 The Member Association(s) concerned will be notified of the findings of the decision. At the same time, the Member Association(s) shall be informed that they have ten days from notification in which to request, in writing via TMS, the grounds of the decision, and that failure to do so will result in the decision becoming final and binding. If a Member Association requests the grounds of the decision, the motivated decision will be notified to the Member Association(s) in full, written form via TMS. The time limit to lodge an appeal begins upon such notification of the motivated decision.

## **ANNEXURE 2**

### **Training Compensation and Solidarity Contribution**

#### **1 Objective**

- 1.1 The FIFA Regulations on the Status and Transfer of Players specifies the regulations on Training Compensation and Solidarity Contribution that apply to the international movement of Players. Any Club that wants to claim Training Compensation or a Transfer Fee for a Player from an International Club must do so through NZF.
- 1.2 These Regulations promulgate the application of those FIFA Regulations to the New Zealand domestic system taking into account the New Zealand structure of Regional Associations, National Leagues and Professional Club as well as the need to compensate Clubs that invest in the training and education of young Players. These Regulations therefore apply to the transfer within New Zealand of a Player to a Professional Club.
- 1.3 A Player's training and education takes place between the ages of 12 and 23. Training Compensation shall be payable, as a general rule, up to the age of 23 for training incurred up to the age of 21, unless it is evident that a Player has already terminated his training period before the age of 21. In the latter case, Training Compensation shall be payable until the end of the Season in which the Player reaches the age of 23, but the calculation of the amount payable shall be based on the years between the age of 12 and the age when it is established that the Player actually completed his training.
- 1.4 The obligation to pay Training Compensation is without prejudice to any obligation to pay compensation for breach of contract.

#### **2 Payment of Training Compensation**

- 2.1 Training Compensation is due when:
- 2.1.1 a Player is registered for the first time as a Professional Player; or
- 2.1.2 a Professional Player is transferred between Clubs of two different associations (whether during or at the end of his contract) before the end of the Season of his 23 birthday.
- 2.2 Training Compensation is not due if:
- 2.2.1 the Former Club terminates the Player's contract without just cause (without prejudice to the rights of the previous Clubs); or
- 2.2.2 a Professional Player reacquires amateur status on being transferred.

#### **3 Responsibility to pay Training Compensation**

- 3.1 On registering as a Professional Player for the first time, the Club with which the Player is registered is responsible for paying Training Compensation within 30 days of registration to every Club with which the Player has previously been registered (in accordance with the Player's career history as provided in the player passport) and that has contributed to his training starting from the Season of his 12 birthday. The amount payable is calculated on a pro rata basis according to the Seasons that the Player was active with each Club. In the case

of subsequent transfers of the Player, Training Compensation will only be owed to his Former Club for the time he was effectively trained by that Club.

- 3.2 In both of the above cases, the deadline for payment of Training Compensation is 30 days following the registration of the Player with the New Club.
- 3.3 If a link between the Professional Player and any of the Clubs that trained the Player cannot be established, or if those Clubs do not make themselves known within 18 months of the Player's first registration as a Professional Player, the applicable proportion of Training Compensation will be retained by NZF. NZF must use that Training Compensation only for national youth football development programs.
- 3.4 NZF is entitled to receive the Training Compensation which in principle would be due to one of its affiliated Clubs, if it can provide evidence that the Club in question – with which the Professional Player was registered and trained – has in the meantime ceased to participate in Organised Football and/or no longer exists due to, in particular, bankruptcy, liquidation, dissolution or loss of affiliation. This compensation shall be reserved for youth football development programmes.

#### **4 Training costs**

- 4.1 The total amount of domestic Training Compensation payable by the New Club for any Player moving to a New Zealand Professional Club is \$10,000.
- 4.2 Training Compensation must be used by a Club to further train and educate Players.
- 4.3 No Training Compensation is payable to an Academy. The Training Compensation otherwise payable to an Academy under these Regulations will go to the last Club the Player was registered prior to that Academy.
- 4.4 The training costs payable for Players to and from International Clubs is governed by the FIFA Regulations on the Status and Transfer of Players.
- 4.5 The FIFA Dispute Resolution Chamber may review disputes concerning the amount of Training Compensation payable and shall have discretion to adjust this amount if it is clearly disproportionate to the case under review.