



# BBL | 12 Contracting Information & Reminders

All information provided in this document is applicable to **BBL only**.

## BBL OVERSEAS DRAFT UPDATE

Please refer to the inclusion of Schedule 7 – Draft for all updated contracting information for BBL for the 2022-23 Season. Please ensure you review Schedule 7 in detail as there have been significant changes. Reach out if need clarification on any of the updates.

A few key reminders:

- Clubs must enter the Draft with a minimum of two overseas spots free on their list
- For the BBL | 12 Season, a Club can only enter into a **single year term length** contract for Overseas Players in the BBL – due to the retention pick feature of the Draft in future seasons
- Clubs must leave one domestic spot free until a time that CA advises
- The W/BBL Availability Period in Item 7 of Schedule 1 of the Overseas Player Contract must be the BBL Availability Period nominated by an Overseas Player in the Draft Nomination Form
- Item 6 (Marketing Base), Part 1 in Item 10 and Part 1 in Item 11 of the Schedule to the W/BBL Overseas Player Contract of all Primary Overseas Players selected in the Draft must be left blank
- A BBL Team may only increase the retainer of a Silver or Bronze Overseas Player that was selected in the Draft for that Season if that Player becomes available for more BBL Matches than originally nominated in their Draft Nomination Form and is subject to Technical Committee approval
- Once a BBL Team makes a selection in the Draft, it is not permitted to change its selection
- Each Club is entitled to **one** retention pick to use in any round of the Draft
- The level of CA investment (which will not form part of the BBL Salary Cap) will differ depending on the selection (band and pick number). See below for reference;

Band	Total Retainer	First selection		Second selection		Third selection	
		Salary Cap	CA	Salary Cap	CA	Salary Cap	CA
Platinum	\$340k	\$160k	\$180k*	\$305k	\$35k		
Gold	\$260k	\$160k	\$100k	\$225k	\$35k		
Silver	\$175k			\$140k	\$35k	\$125k	\$50k
Bronze	\$100k					\$50k	\$50k

## **APPROACHING OVERSEAS PLAYERS**

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A reminder that Clubs can be sanctioned if they fail to comply with the requirements of clause 4.3 of the W/BBL Rules after the Draft Event.

Due to the vigilance of CA, State Associations, Clubs and Players, the W/BBL remains a competition free of corruption and it is important that we continue to do everything that we can to protect the integrity of the game. Therefore, it is crucial that Clubs continue to abide by the Overseas Player notification process, so please ensure that any staff that are involved in Player recruitment are aware of their obligations under the W/BBL Rules.

The current process remains at emailing Krystal Davie (krystal.davie@cricket.com.au) with your approach requests who will obtain and relay relevant approvals from the Cricket Australia Integrity Unit.

## **PLAYER CONTRACT BUNDLING**

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Bundling W/BBL Player Contracts with State Player Contracts is not to occur. It is important for the integrity of the competition that W/BBL Player Contracts and State Player Contracts are negotiated independently of one another.

## **PLAYER CONTRACT TEMPLATES**

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All BBL Player Contracts have been uploaded to the templates folder on your Club's Teams channel, please only use the updated templates available. A list of previously approved clauses has also been uploaded for reference.

We recommend that you review these clauses – especially for the CA Contracted Players for a retainer to be agreed based on the number of matches available after national duties.

## **ANNOUNCEMENT OF PLAYER SIGNINGS**

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The announcement of Player signings during the off-season continues to play a key role during the off-season. Therefore, it is important that all individual announcements are coordinated in such a manner that ensures we are in a position to maximise the impact of all signings to generate as much media coverage as possible.

In order to achieve the most effective outcome it is important that CA's Communications Department and Club Media Managers continue to work hand in hand to ensure appropriate timings are identified to maximise exposure. In order to achieve the most beneficial outcome for player announcements for both the League and each individual Club, the expectation will be that a Club makes contact with CA's Communications Department at least 72 hours before a planned signing announcement is made.

We will ensure a tight distribution list is maintained off-season to ensure that strict confidentiality is maintained. Any club that requests a player to be listed as confidential will not be included on the distributed version that Clubs can request at any time. Please let us know if you wish to request anyone else to receive these updates.

- BBL GMs DL
- State High Performance Managers DL
- ACA – Brendan Drew, Lachlan McKenna, Lauren Ebsary
- Cricket Ops – Peter Roach
- CA Integrity/Legal –Hugh Lyons, Jacqui Partridge, Heidi Lester
- W/BBL – Alistair Dobson, Trent Woodhill, Krystal Davie, Matthew Taylor, Sam Gustin, Emily Collin

## **RETAINERS**

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Please note that all retainer amounts offered to players will exclude superannuation and the total amount spent on retainers must be within the BBL Salary Cap. Clubs have until 45 Days Post Season to adjust retainer amounts for that relevant season.

## MULTI-YEAR CONTRACTS

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If a contract is being signed for the 2023/24 and beyond, the following retainer clause must be included in the player contract:

*"It is agreed that the retainer for 2023/24 and the operation of this Agreement beyond 30 June 2023 is subject to there being a replacement MOU between CA and the ACA in operation."*

## W/BBL TRADE PERIODS

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The W/BBL Trade Periods will remain consolidated into one extended period that effectively remain open for the entire duration of the contracting window. Any potential trades must be flagged with the Technical Committee.

If any Clubs agree to trade or transfer a Player, Schedule 2 and Schedule 3 (as applicable) of the Rules must be submitted to me in accordance with the W/BBL Trade Period rules (refer to clause 3.4 of the Rules). Electronic copies of Schedule 2 and Schedule 3 will be accepted via uploading to Teams.

## DELEGATED AUTHORITY LETTERS

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Schedules 2 and 3 of the W/BBL Rules are required to be executed by the relevant State Association CEO or Chairman. However, as this may not be practical during a W/BBL Trade Period, State Association CEO's may delegate their authority to the relevant BBL CEO/GM or State Cricket Operation Manager to execute W/BBL Player Contracts, Player Transfer Forms and Partial Payment Forms on their behalf.

If your State Association CEO wishes to delegate their authority, then they must complete a Delegated Authority Letter which has been uploaded to Teams.

Please note that Players must still sign all contracts and documentation for themselves, and it is important that you leave adequate time for completing and returning the documentation to CA before the relevant deadlines.

## ADDITIONAL SERVICES AGREEMENTS

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### OVERVIEW

While there is an appropriate place for ASAs with Players, it is important to highlight that an ASA cannot be agreed upon until that Player has executed a W/BBL Player Contract with that W/BBL Team. A reminder that it is an offence under the W/BBL Rules to ***negotiate, foreshadow, suggest, discuss, promise, offer, make and/or enter into*** an ASA with a Player **before** he/she has signed a Player Contract with the Club.

This is a significant clarification of the W/BBL Rules and can have a detrimental impact if Clubs do not make **all staff that deal with the contracting of players** aware of this update.

Subject to the provisions surrounding the timing of finalising an ASA, a Player (or Player Associate) may enter into an Additional Services Agreement (**ASA**) with a W/BBL Team (or W/BBL Team Associate) to derive payments or other benefits for the Player or the Player Associate as a direct result of bona fide promotions, marketing, services or employment by that Player.

'Bona fide' means services that are not available to the W/BBL Team (or W/BBL Team Associate) as Player obligations under the standard W/BBL Player Contract where the payment/benefit is reasonable, appropriate and of market value, rather than being paid or provided for the purpose of increasing the remuneration of a Player. These arrangements are separate from the standard W/BBL Playing Contract which regulates the employment of a Player to play cricket for a W/BBL Team.

In the event that a W/BBL Team or any W/BBL Team Associate makes or enters into an Agreement:

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1. to promise or make a payment to a Player or to any Player Associate;
2. to promise, give or provide any consideration, advantage or benefit to a Player or any Player Associate; or
3. to apply any payment, consideration, advantage or other benefit for a Player or any Player Associate,

in consideration of the Player providing or supplying Additional Services to a W/BBL Team or to a W/BBL Team Associate (ASA), then the W/BBL Team must provide to CA within 2 business days written notification of the ASA using the ASA Summary Form Template setting out full and detailed particulars of the ASA and annexing any documents which record, evidence or give effect to the ASA.

The W/BBL Team will bear the burden of proving to CA that:

1. the ASA is a bona fide, reasonable and appropriate agreement;
2. any ASA Payments have not been provided for the purposes of securing a Player's agreement to a W/BBL Player Contract or for the purpose of increasing the remuneration payable to a Player for the performance of services as a professional cricketer under their W/BBL Player Contract; and
3. that the Player or Player Associate is being paid a fair market rate for the Additional Services to be provided.

Payments made pursuant to an ASA shall be in addition to retainer payments under the W/BBL Player Contract and, if the W/BBL Team can satisfy CA that the three criteria above have been satisfied and that the required services have actually been delivered by the Player or Player Associate, the ASA payments will not be included in the W/BBL Team Salary Cap Amount.

An ASA that fails any of the three assessment criteria, or fails to comply with the reporting requirements, will constitute a breach of the W/BBL Rules and will be investigated by CA's Integrity Unit. Any such Payments paid under that ASA as CA considers reasonable in the circumstances (in its absolute discretion) shall be treated as forming part of the remuneration paid to a Player for the performance of services as a professional cricketer under their W/BBL Player Contract and shall therefore be included in the W/BBL Player Payments Amount of that W/BBL Team. If the W/BBL Player Payments Amount of a W/BBL Team then exceeds the W/BBL Team Salary Cap, the W/BBL Team will be in breach of its obligations under the W/BBL Rules and will be subject to severe sanctions.

#### **CLUB/STATE ASSOCIATION FUNDED ASA CAP (BBL)**

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As per the requirements in previous seasons, Club/State Association funded ASAs must not exceed 10% of the BBL Salary Cap (\$196,950) if your Club wishes to remain eligible to receive funding grants from CA.

Clubs are encouraged to take advantage of the Domestic Marketing Pool scheme prior to contemplating ASAs with Players.

#### **POINTS TO NOTE**

In order to most appropriately structure any required Player ASAs, we strongly recommend that Clubs do not contemplate entering into an ASA until after you have completed your Club's marketing plan. Once your marketing plan is in place and you have identified a need to use Players in a way that goes beyond the terms of the standard W/BBL Player Contract, it is then appropriate to explore utilising the services of a Player pursuant to an ASA.

As part of the ASA approval process in place, Clubs are advised that CA will not be approving ASAs that include speculative commercial partners or appearances for the Club unless it is clear those activities are not ones that could be delivered without cost under the contracted appearance. The value of any proposed ASAs we are concerned with will be assessed as part of the W/BBL Team Salary Cap until demonstrated to be valid.