

# **W/BBL PLAYER CONTRACTING AND REMUNERATION RULES**

# W/BBL Player Contracting and Remuneration Rules

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## 1 Player Eligibility

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### 1.1 General

- (a) A Player will only be eligible to play in the W/BBL if the Player is a member of a W/BBL Team Squad and has entered into a W/BBL Player Contract with a W/BBL Team in accordance with these Rules.
- (b) A Player may only be a member of one W/BBL Team Squad in any Season.
- (c) Only a player who is a current member of a W/BBL Team Squad is eligible to act as a substitute fielder during any W/BBL Match.

### 1.2 Finals

- (a) An Overseas Player or Replacement Overseas Player must have played (i.e., selected in the starting XI) in a Qualifying W/BBL Match to be eligible to play for a W/BBL Team in a Finals Match.
- (b) To be eligible to play for a W/BBL Team in a Finals Match, a Local Replacement Player must have:
  - (i) been added to the W/BBL Team Squad pursuant to rule 4.6 (Replacing Overseas Players) or rule 6 (Local Replacement Players); and
  - (ii) signed a Local Replacement Player Contract with the W/BBL Team,in each case prior to 6.00pm on the day prior to the Finals Match played by that W/BBL Team.

### 1.3 Suspension and ineligibility

- (a) A Player who has been suspended pursuant to the CA Playing Conditions or any applicable CA codes and policies in respect of W/BBL Matches will not be eligible for selection by a W/BBL Team for those matches.
- (b) A Player who is subject to a period of ineligibility in respect of W/BBL Matches pursuant to the CA Playing Conditions or any applicable CA codes and policies will not be eligible for selection by a W/BBL Team for that period of ineligibility.

## 2 W/BBL Player Contracts

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### 2.1 Number of BBL Player Contracts

- (a) By no later than the BBL Contracting End Date, each BBL Team must have entered into 18 BBL Player Contracts with eligible Players, up to 2 of which may be with Primary Overseas Players.
- (b) Each BBL Team may also enter up to 4 BBL Player Contracts with Replacement Overseas Players (subject to the exception set out in rule 4.1(d) (Number)) with eligible players at any time prior to the W/BBL Contracting End Date (excluding during the W/BBL Contracting Embargo Period) in accordance with the process described in rules 3 (Contracting Process) and 4 (Overseas Players & Replacement Overseas Players).
- (c) After the W/BBL Contracting End Date each BBL Team may, subject to the prior written approval of the W/BBL Technical Committee (provided the paperwork is lodged with CA no later than 6.00 pm (EDT) on the day before the next match in which the Player is due to participate), enter into the following contracts with eligible players:

- (i) up to 4 BBL Player Contracts with Replacement Overseas Players (subject to the exception set out in rule 4.1(d) (Number)); and
  - (ii) subject to rule 6 (Local Replacement Players), any number of Local Replacement Player Contracts with Local Replacement Players,
- in accordance with the process described in rules 3 (Contracting Process), 4 (Overseas Players & Replacement Overseas Players) and 6 (Local Replacement Players).

## **2.2 Number of WBBL Player Contracts**

- (a) By no later than the WBBL Contracting End Date, each WBBL Team must have entered into, subject to the Marquee Player Restrictions, 15 WBBL Player Contracts.
- (b) Each WBBL Team may also enter into no more than 1 WBBL Player Contract with a Replacement Overseas Player (subject to the exception set out in rule 4.1(d) (Number)) at any time prior to the W/BBL Contracting End Date (excluding during the W/BBL Contracting Embargo Period) in accordance with the process described in rules 3 (Contracting Process) and 4 (Overseas Players & Replacement Overseas Players).
- (c) After the W/BBL Contracting End Date each WBBL Team may, subject to the prior written approval of the W/BBL Technical Committee (provided the paperwork is lodged with CA no later than 6.00 pm (EDT) on the day before the next match in which the Player is due to participate), enter into the following contracts with eligible players:
  - (i) up to 3 WBBL Player Contracts with Replacement Overseas Players (subject to the exception set out in rule 4.1(d) (Number)); and
  - (ii) subject to rule 6 (Local Replacement Players), any number of Local Replacement Player Contracts with Local Replacement Players,in accordance with the process described in rules 3 (Contracting Process), 4 (Overseas Players & Replacement Overseas Players) and 6 (Local Replacement Players).

## **2.3 Restrictions**

- (a) Subject to clause 2.3(b), W/BBL Teams may enter into single or multi-year W/BBL Player Contracts with Players.
- (b) For the 2022-23 Contract Year only, W/BBL Teams may only enter into single year W/BBL Player Contracts with Primary Overseas Players and Replacement Overseas Players.
- (c) A W/BBL Team cannot enter into a W/BBL Player Contract (or otherwise form a contractual relationship) with a Player who is contracted to another W/BBL Team:
  - (i) until such time that the Player has completed the final Season under his/her Player Contract with that other W/BBL Team; or
  - (ii) unless that Player has been traded or transferred in accordance with rule 3.4 (W/BBL Trade Period).
- (d) A W/BBL Team can only contract a player who is uncontracted or a Player who has completed the final Season of his/her W/BBL Player Contract with another W/BBL Team between the W/BBL Contracting Start Date and the W/BBL Contracting End Date, except as provided for in rule 4.6 (Replacing Overseas Players) and rule 6 (Local Replacement Players).

- (e) A W/BBL Team may execute a new W/BBL Player Contract, or extend the term of an existing W/BBL Player Contract, with a Player who is currently under contract to that same W/BBL Team at any time other than during the W/BBL Contracting Embargo Period (referred to in rule 3.1). For the avoidance of doubt,
  - (i) for the 2022-23 Contract Year only WBBL Primary Overseas Players (see Rule 4) and WBBL Replacement Overseas Players (see Rule 4); and
  - (ii) BBL Primary Overseas Players (see Rule 4), BBL Replacement Overseas Players (see Rule 4), Local Replacement Players (see Rule 6) and ICC Associate Rookie Contracted Players (see Rules 2.3(g) and 2.3(h)),
 cannot have the term of an existing contract extended.
- (f) WBBL Teams may only enter into single year ICC Associate Rookie Contracts with eligible persons (if any offered at the absolute discretion of CA) in accordance with rule 2.3(g).
- (g) To be eligible for an ICC Associate Rookie Contract with a WBBL Team the person must:
  - (i) be approved by CA (in its absolute discretion); and
  - (ii) be approved by ICC (in its absolute discretion).

#### **2.4 WBBL Marquee Player Restrictions**

- (a) Subject to paragraph (b) below, and unless otherwise approved by CA in its absolute discretion in the interests of the WBBL:
  - (i) the initial WBBL Team Squads of WBBL Teams must not contain:
    - (A) more than three (3) Primary Overseas Players; or
    - (B) in aggregate, more than five (5) Primary Overseas Players and Australian Players; and
  - (ii) at any one time during a Season, a WBBL Team Squad must not contain:
    - (A) more than three (3) Overseas Players (whether as Primary Overseas Players or Replacement Overseas Players); or
    - (B) in aggregate, more than five (5) Overseas Players (whether as Primary Overseas Players or Replacement Overseas Players) and Australian Players (whether as Players or Local Replacement Players).
- (b) During any Season, WBBL Teams may not enter into WBBL Player Contracts with more than five (5) Australian Players (whether as Players or Local Replacement Players).
- (c) If, unless authorised by CA in its absolute discretion in the interests of the WBBL, as at the WBBL Contracting Start Date a WBBL Team Squad contains in aggregate more than five (5) Overseas Players and Australian Players contracted for the upcoming Season as a result of either:
  - (i) existing multi-year W/BBL Player Contracts of Australian or Overseas Players; or
  - (ii) due to a change in status of a Player to an Australian Player or Overseas Player during that Contract Year,

then that W/BBL Team is prohibited from:

- (iii) contracting; or
- (iv) extending an existing W/BBL Player Contract of,

an:

- (v) Australian Player (including as a Local Replacement Player); or
- (vi) Overseas Player (including as a Replacement Overseas Player),

until such time as the W/BBL Team can comply with rule 2.4(a)(ii) when contracting an Australian Player or Overseas Player.

## **2.5 Dealings between W/BBL Teams**

Except within the W/BBL Trade Period and during the final Contract Year of the relevant Player's contract with another W/BBL Team (the "**Home W/BBL Team**"), a W/BBL Team must not (and must ensure that the State Association that is granted the right by CA to operate that W/BBL Team in the W/BBL does not) hold discussions with a Player who is then contracted to play for another W/BBL Team concerning the possible transfer of that Player without first informing the Home W/BBL Team by e-mail or other form of contemporaneous written communication of its intention to do so. In this rule:

- (a) a reference to a Player includes their manager or agent or other person acting for or on behalf of that Player (whether acting with the knowledge of the Player or not);
- (b) a reference to a State Association includes an officer (including a committee member or director), employee or agent of the State Association; and
- (c) a reference to a W/BBL Team includes an officer (including a committee member or director), employee or agent of the W/BBL Team.

Template correspondence to assist W/BBL Teams with engaging in non-binding discussions is located at Schedule 5.

## **2.6 State Associations Bound**

- (a) Each W/BBL Team will ensure that each club that fields teams in competitions conducted by or under the auspices, control or direction of that W/BBL Team (or the relevant State Association) complies with rule 2.5 above as if that club was a W/BBL Team for the purpose of that rule.
- (b) In the event a club engages in conduct that is subsequently found under these Rules to be in breach of rule 2.5 or 2.6 the relevant W/BBL Team shall be deemed to have breached rule 2.5.

# **3 Contracting Process**

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## **3.1 W/BBL Contracting Embargo Periods**

- (a) During the W/BBL Contracting Embargo Periods, W/BBL Teams must not enter into any agreements, including renewals of existing agreements, arrangements or understandings (but excluding any termination agreements), with any player in relation to, or in any way in connection with, the W/BBL.
- (b) For the avoidance of doubt, rule 3.1(a) does not preclude W/BBL Teams from engaging in non-binding discussions with players.

### **3.2 W/BBL Contracting Start Date**

- (a) By no later than 2.00 pm on the W/BBL Contracting Start Date, CA will provide notice (by way of e-mail) to all W/BBL Teams of the:
  - (i) W/BBL Salary Caps;
  - (ii) Minimum Retainer Amount (which for the avoidance of doubt applies to all Players other than Overseas Players and Local Replacement Players);
  - (iii) Minimum Spend Amount;
  - (iv) applicable W/BBL Player Contracting and Remuneration Rules in respect of the forthcoming Season; and
  - (v) the template W/BBL Player Contracts and other documents to be used by W/BBL Teams in respect of the forthcoming Season.

### **3.3 W/BBL Round 1 Contracting Dates**

- (a) By no later than 2.00 pm on the W/BBL Round 1 Contracting Dates, each W/BBL Team must have:
  - (i) entered into between 10 and 18 BBL Player Contracts;
  - (ii) entered into between 8 and 15 WBBL Player Contracts;
  - (iii) advised CA of the names of the Players who have entered into W/BBL Player Contracts;
  - (iv) advised CA of the retainer payments committed to each Player who has entered into a W/BBL Player Contract; and
  - (v) lodged with CA true, complete and accurate copies of all original signed W/BBL Player Contracts entered into prior to this time.
- (b) Within 24 hours of the W/BBL Round 1 Contracting Deadline passing CA will notify each W/BBL Team and the ACA of the names of all Players contracted under such W/BBL Player Contracts.

### **3.4 W/BBL Trade Period**

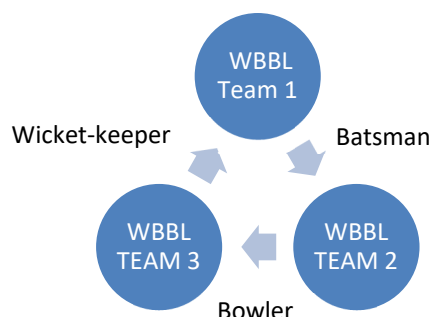
- (a) A W/BBL Team may trade or transfer a Player or Players in its W/BBL Team Squad with a Player or Players from another W/BBL Team or W/BBL Teams at anytime during the W/BBL Trade Period. Any trade or transfer of a Player or Players must relate to the upcoming W/BBL Season. For the avoidance of doubt, this does not preclude a Player or Players involved in a trade or transfer from entering a multi-year contract, provided that the Player's contract commences prior to the upcoming W/BBL Season.
- (b) Only Players with current W/BBL Player Contracts may be traded or transferred and any trade or transfer of those Players may only occur with the express written consent of the Player (which will be provided in the form set out in Schedule 2 (Player Transfer Form)).
- (c) A Player cannot be traded or transferred without the form set out in Schedule 2 (Player Transfer Form) being executed by all relevant parties. The Player and new W/BBL Team must execute Schedule 2 (Player Transfer Form) and the new W/BBL Player Contract on the same date.
- (d) A W/BBL Team may transfer a Player or Players in its W/BBL Team Squad to another W/BBL Team without receiving a Player or Players from that W/BBL Team Squad in return. If a W/BBL Team transfers a Player in this manner then, subject to (e) below,

that W/BBL Team's W/BBL Salary Cap will be credited in the amount of that Player's retainer amount as set out in his/her W/BBL Player Contract.

- (e) W/BBL Teams involved in a Player trade and W/BBL Teams receiving a Player transfer, together with the relevant Player(s), may agree that:
- (i) the W/BBL Team receiving the Player (or Players, as the case may be) ("**Receiving Team**") pays either the full amount of the relevant Player's retainer amount; or
  - (ii) a partial amount of the relevant Player's retainer amount.

If it is agreed that the Receiving Team is to pay a partial amount of that Player's retainer amount in (ii) (above), the relevant Player will be paid the full amount of his/her agreed retainer amount (together with any applicable statutory superannuation) by both the Receiving Team and the W/BBL Team trading the Player (or transferring the Player as the case may be) pursuant to and in accordance with the particulars set out in the Schedule 3 (Partial Payment Form) form signed by each of the W/BBL Teams and the Player, and each W/BBL Team's W/BBL Salary Cap will be credited and debited accordingly.

- (f) The W/BBL Teams involved in a trade or transfer must provide to CA notification of the trade or transfer in the form set out in Schedules 2 (Player Transfer Form) and 3 (Partial Payment Form) (as applicable) by 2:00pm the day following the trade.
- (g) The W/BBL Teams involved in a trade or transfer must have signed W/BBL Player Contracts which reflect the particulars set out in the completed Schedules 2 and 3 (and any other terms agreed with Players prior to executing the relevant Schedule 2 (Player Transfer Form) or 3 (Partial Payment Form) forms) with all Players they have gained pursuant to this rule 3.4, and lodged copies with CA, by 2:00pm the day following the trade. All W/BBL Teams and Players involved in a trade or transfer acknowledge and agree that signed Schedule 2 (Player Transfer Form) and 3 (Partial Payment Form) forms are final and binding.
- (h) Failure to complete a trade or transfer in accordance with the requirements set out in this rule 3.4 will render that trade or transfer void and of no effect.
- (i) Any trade or transfer made validly in accordance with this rule 3.4 shall take effect immediately from the date of execution of the W/BBL Player Contract.
- (j) Where the trade of Players involves more than 2 W/BBL Teams, it is not a requirement that each W/BBL Team involved in such a trade makes a trade between each other (refer to the diagram below for further explanation).



### 3.5 W/BBL Contracting End Dates

- (a) By no later than 2.00 pm on the BBL Contracting End Date for each Season, each BBL Team must have entered into 18 BBL Player Contracts.

- (b) By no later than 2.00 pm on the WBBL Contracting End Date for each Season, each WBBL Team must have entered into 15 WBBL Player Contracts;
- (c) By no later than 2.00 pm on the W/BBL Contracting End Dates for each Season, each W/BBL Team must have:
  - (i) advised CA of the names of the Players who have entered into W/BBL Player Contracts;
  - (ii) contractually committed to pay all of the Minimum Spend Amount on Player retainer payments pursuant to W/BBL Player Contracts and advised CA in writing of all such payments;
  - (iii) lodged with CA true, complete and accurate copies of all original signed W/BBL Player Contracts;
  - (iv) submitted to CA ASA Summary Forms for all ASAs signed with Players;
  - (v) completed and submitted to CA an Overseas Player Availability Matrix;
  - (vi) provided to CA copies of the NOCs of each contracted Primary Overseas Player (where one is required pursuant to rule 4.4 (No Objection Certificate)); and
  - (vii) provided to CA Statutory Declarations signed by:
    - (A) the General Manager or CEO of the W/BBL Team (whichever holds the most senior position in the W/BBL Team or authorised delegate); and
    - (B) by the CEO of the State Association that operates that W/BBL Team pursuant to a Team Participation Agreement with CA.
- (d) Within 24 hours of the W/BBL Contracting End Dates passing, CA will notify each W/BBL Team and the ACA of the updated list of names of all Players contracted under W/BBL Player Contracts.

### **3.6 45 Days after end of Season**

- (a) By no later than 2.00pm on the date that is 45 days after the end of the relevant W/BBL Season, each W/BBL Team must provide to CA:
  - (i) a true, complete and accurate report (in a format nominated by CA) setting out:
    - (A) full details of all payments paid to Players in respect of the Contract Year;
    - (B) Relocation Expense information in accordance with the requirements of rule 13(d); and
    - (C) a detailed reconciliation of any ASAs submitted to CA in accordance with the requirements of rule 11.4 (End of Season Review);
  - (ii) Statutory Declarations signed by:
    - (A) the General Manager or CEO of the W/BBL Team (whichever holds the most senior position in the W/BBL Team or authorised delegate); and
    - (B) the CEO of the State Association that operates that W/BBL Team pursuant to a Team Participation Agreement with CA; and
  - (iii) any completed variation agreements or updated W/BBL Player Contracts relating to the retainer amount payable to a W/BBL Player in that Contract

Year. Any variation agreements must be in an agreed form and must not vary the terms and conditions of the standard playing agreement set out in the MOU.

- (b) A W/BBL Team must not enter into any variation agreements relating to the retainer amounts payable to a W/BBL Player in that Contract Year on or after the date that is 45 days after the end of the relevant W/BBL Season.

### **3.7 30 June after the Season**

- (a) By no later than 2.00pm on 30 June following the end of the relevant W/BBL Season, each W/BBL Team must provide to CA:
  - (i) a true, complete and accurate report (in a format nominated by CA) setting out:
    - (A) full details of all payments paid to Players in respect of the Contract Year; and
    - (B) a detailed reconciliation of any ASAs submitted to CA pursuant to rule 11.4 (End of Season Review); and
  - (ii) if a W/BBL Team has made any additional payments to players since the report provided under rule 3.6, then Statutory Declarations signed by:
    - (A) the General Manager or CEO of the W/BBL Team (whichever holds the most senior position in the W/BBL Team or authorised delegate);
    - (B) the CEO of the State Association that operates that W/BBL Team pursuant to a Team Participation Agreement with CA; and
  - (iii) Statutory Declarations signed by:
    - (A) each Player who were contracted to the respective W/BBL Team Squads (including without limitation Replacement Overseas Players and Local Replacement Players) in the form set out in Schedule 1.

## **4 Overseas Players & Replacement Overseas Players**

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### **4.1 Number in BBL**

A BBL Team may:

- (a) in respect of any Season, enter into BBL Player Contracts with:
  - (i) a maximum of 2 Primary Overseas Players (who will form part of the BBL Team Squad of 18 Players); and
  - (ii) a maximum of 4 Replacement Overseas Players (who will be in addition to the BBL Team Squad of 18 Players).
- (b) only include a maximum of 2 Overseas Players in its BBL Team Squad at any time during a Season (whether as Primary Overseas Players or Replacement Overseas Players).
- (c) only include a maximum of 2 Overseas Players in its team of 11 Players for any BBL match (whether as Primary Overseas Players or Replacement Overseas Players).
- (d) include an aggregate total of no more than 6 Overseas Players (being 2 Primary Overseas Players and up to 4 Replacement Overseas Players) in its BBL Team Squad

over the course of a full Season, provided the BBL Team complies with rule 4.1(b) (Number).

#### **4.2 Number in WBBL**

Subject to the Marquee Player Restrictions, a WBBL Team may:

- (a) in respect of any Season, enter into WBBL Player Contracts with:
  - (i) a maximum of 3 Primary Overseas Players (who will form part of the WBBL Team Squad of 15 Players);
  - (ii) subject always to rule 4.7, a maximum of 1 Replacement Overseas Player (who will be in addition to the WBBL Team Squad of 15 Players); and
  - (iii) a maximum of 1 ICC Associate Rookie Player (who, if selected to join the W/BBL Team Squad, will be contracted by the WBBL Team as a Local Replacement Player in addition to the initial WBBL Team Squad) (if any offered at the absolute discretion of CA);
- (b) only include a maximum of 3 Overseas Players in its WBBL Team Squad at any one time during a Season (whether as Primary Overseas Players or Replacement Overseas Players, but excluding ICC Associate Rookie Players (if any offered at the absolute discretion of CA));
- (c) only include a maximum of three (3) Overseas Players in its team of 11 Players for any WBBL match (whether as Primary Overseas Players or Replacement Overseas Players, but excluding ICC Associate Rookie Players (if any offered at the absolute discretion of CA)); and
- (d) subject always to rule 4.7, include in aggregate no more than six Overseas Players being 3 Primary Overseas Players and up to 3 Replacement Overseas Players (excluding ICC Associate Rookie Players (if any offered at the absolute discretion of CA)) in its WBBL Team Squad over the course of a full Season.

#### **4.3 CA Approval Prior To Approaching Overseas Players**

- (a) Prior to making an approach to a player who, if contracted would be deemed to be an Overseas Player, a W/BBL Team must first make a written application, with details of the player/s to whom it intends on making an approach, to CA for approval about participation in the W/BBL.
- (b) CA will process a request made in accordance with paragraph (a) above in the following manner:
  - (i) any request made after 5.00 pm will be deemed to have been received at 9.00 am the next business day;
  - (ii) within twenty four (24) hours of receipt of the W/BBL Team's request CA will provide written notice to the W/BBL Team acknowledging such receipt;
  - (iii) within four (4) business days (or two (2) business days if the request is made during the W/BBL Season) of receipt of the request in accordance with sub-paragraph (i) above, CA will notify the W/BBL Team of its decision in relation to the request;
  - (iv) if the day before the expiry of the period under sub-paragraph (iii) above, CA has failed to advise the W/BBL Team of its decision in relation to the request, the W/BBL Team must telephone CA to ascertain the status of the request;
  - (v) CA will either notify the W/BBL Team of its decision by 5.00 pm on the date calculated under sub-paragraph (iii) or, if it not in a position to notify the

W/BBL Team of a decision at that time, advise the W/BBL Team that it requires further time to obtain information or consider the request, in which case CA will use all reasonable endeavours to advise the W/BBL Team of a decision as soon as possible after the deadline has expired.

- (c) CA may:
  - (i) approve a request made in accordance with paragraph (a) above (subject to any conditions as CA determines appropriate in the circumstances), in which case the W/BBL Team may proceed with approaching the player (subject to any conditions imposed by CA), and subsequently enter into a W/BBL Player Contract with that player; or
  - (ii) not approve a request made in accordance with paragraph (a) above, in which case the W/BBL Team must not approach or contract the nominated player.

#### **4.4 No Objection Certificate**

- (a) For the purposes of these Rules, a **“Home Contracted Overseas Player”** means an Overseas Player who is currently contracted to play (if selected):
  - (i) for an overseas Home Board as a national player; or
  - (ii) during the W/BBL Competition Period, for a team that participates in a first class cricket competition or the highest level twenty-over cricket competition, in each case in the territory of the Home Board which the player is eligible (under ICC Player Eligibility Regulations, National Qualifications Criteria) to represent in ICC competitions.
- (b) Any Home Contracted Overseas Player must obtain and provide to CA a signed NOC from that Player’s Home Board if a NOC is required by that Board (the Board of the country the Player is eligible to represent under ICC eligibility rules):
  - (i) in respect of the Primary Overseas Player, at least seven days prior to the W/BBL Contracting End Date pursuant to rule 3.5(c) (or such shorter period that is reasonably agreed by CA if there are exceptional circumstances); or
  - (ii) in respect of the Replacement Overseas Player, before the Player is eligible (pursuant to rule 4.6) to participate in a Qualifying W/BBL Match for the W/BBL Team.
- (c) The NOC must indicate the dates on which the player is released to play in the W/BBL.

#### **4.5 Overseas Player Availability Matrix**

- (a) By the W/BBL Contracting End Date, each W/BBL Team must submit to CA an Overseas Player Availability Matrix detailing the expected availability of its Overseas Players for each W/BBL match, demonstrating that it complies with the limitations on the number of Overseas Players detailed in rules 4.1 (BBL) and 4.2 (WBBL).
- (b) All changes to the Overseas Player Availability Matrix after the W/BBL Contracting End Date will require the prior written approval of the W/BBL Technical Committee.

#### **4.6 Replacing Overseas Players in the W/BBL**

- (a) Each W/BBL Team must nominate the names of up to 2 (BBL) and 3 (WBBL) Primary Overseas Players in the W/BBL Team Squad by the W/BBL Contracting End Date.

(b) Should a W/BBL Team's Primary Overseas Player be Unavailable for any of the Qualifying W/BBL Match/es for the reasons set out in rule 4.6(d) below, then the W/BBL Team is permitted to contract:

(i) a Replacement Overseas Player to replace a Primary Overseas Player in the W/BBL Team Squad for the match/es for which that Primary Overseas Player is Unavailable (see examples below for illustration purposes); or

Match 1	Match 2	Match 3	Match 4	Match 5	Match 6	Match 7	Match 8	Match 9	Match 10	Match 11	Match 12	Match 13	Match 14	Finals
POP1	POP1	POP1	POP1	POP1	ROP1	ROP1	ROP1	ROP1	ROP1	ROP1	ROP1	ROP1	POP1	POP1
POP2	POP2	POP2	POP2	POP2	POP2	POP2	POP2	POP2	POP2	POP2	POP2	POP2	POP2	POP2

(ii) **for the BBL only**, (in addition to (i) above) a second, third or fourth Replacement Overseas Player to replace a Primary Overseas Player if any of the other Replacement Overseas Players:

(A) are not available to replace that Primary Overseas Player for all of the matches for which that Primary Overseas Player is Unavailable; or

(B) become Unavailable,

unless that Primary Overseas Player has subsequently become available again, in which case that Primary Overseas Player shall be permitted to participate in the matches for which they are available.

A Replacement Overseas Player may replace any Primary Overseas Player or other Replacement Overseas Player for the matches for which that Primary Overseas Player or other Replacement Overseas Player is Unavailable, provided that a Replacement Overseas Player is no longer, at that time, contracted as a Replacement Overseas Player for the initially Unavailable Primary Overseas Player (see examples below for illustration purposes),

Match 1	Match 2	Match 3	Match 4	Match 5	Match 6	Match 7	Match 8	Match 9	Match 10	Match 11	Match 12	Match 13	Match 14	Finals
POP1	POP1	POP1	POP1	ROP1	ROP1	ROP2	ROP2	ROP2	ROP2	ROP2	ROP2	ROP4	ROP4	ROP4
POP2	POP2	ROP1	ROP1	POP2	POP2	POP2	POP2	ROP3	ROP3	ROP3	ROP3	POP2	POP2	POP2

provided the W/BBL Team at all times complies with:

(C) **for the BBL**, the limitations on the number of Overseas Players detailed in rule 4.1 (Number in BBL); or

(D) **for the WBBL**, the limitations on the number of Overseas Players detailed in rule 4.2 (Number in WBBL),

and submits a revised Overseas Player Availability Matrix to CA detailing the expected availability of each Overseas Player.

- (c) If one of the Primary Overseas Players subsequently became available again, he/she shall be permitted to participate in the match/es for which he/she is available to the exclusion of his/her Replacement Overseas Player.
- (d) Unless otherwise approved by CA in its absolute discretion in the interests of the W/BBL, for an Overseas Player to be eligible to be replaced by another Overseas Player during the W/BBL Competition, the Overseas Player needs to be Unavailable for matches due to:
  - (i) Home Board commitments (which must be corroborated by the dates on which that Overseas Player is released to participate in the BBL Competition, as stated in his NOC or by subsequent written notice from the Home Board to the BBL Team that the player has been recalled and is no longer released to play in the BBL Competition);
  - (ii) an injury to the Overseas Player; or
  - (iii) any reason acceptable to and approved by the W/BBL Technical Committee (in its absolute discretion) following prior written application by a W/BBL Team.
- (e) A Replacement Overseas Player can be contracted by a W/BBL Team:
  - (i) at any time before the W/BBL Contracting End Date; or
  - (ii) after the W/BBL Contracting End Date, at any time subject to obtaining the written approval of the W/BBL Technical Committee and (provided the paperwork is lodged with CA no later than 6.00 pm (EDT) on the day before the next match in which he/she is due to participate) prior to the last Qualifying W/BBL Match played by that W/BBL Team.
- (f) Should a W/BBL Team's Primary Overseas Player become available for more match/es than originally scheduled (as detailed in the Overseas Player Availability Matrix), that Primary Overseas Player shall be permitted to participate in the match/es for which he/she is available. Similarly, if a Replacement Overseas Player becomes available earlier, or can stay later than expected, that Replacement Overseas Player shall be permitted to participate in those matches for which he/she is available. In both situations, this will only be permitted as long as the W/BBL Team doesn't exceed its limit on the number of Overseas Players it can have in its Squad or contravene the Marquee Player Restrictions at any time. For the avoidance of doubt, a Primary Overseas Player who becomes Unavailable and is replaced by a Replacement Overseas Players shall be permitted to resume his/her place in the W/BBL Team Squad (to the exclusion of his/her Replacement Overseas Player(s)) if he/she subsequently becomes available again in that Season. If the Primary Overseas Player becomes available after the W/BBL Team's last Qualifying Match, the Primary Overseas Player will only be permitted to re-join the W/BBL Team Squad and play in a Finals Match if he/she has previously played (i.e., selected in the starting XI) in a Qualifying W/BBL Match during that Season.
- (g) If, at any time prior to the W/BBL Contracting End Date, a W/BBL Team becomes aware that an Overseas Player contracted by that W/BBL Team will be:
  - (i) Unavailable for all W/BBL matches because of playing or other commitments to his Home Board or because of a Non-W/BBL Injury, that W/BBL Team may, subject to the terms of the Player's W/BBL Player Contract, terminate or suspend (for at least the full Season) the W/BBL Player Contract of that Overseas Player (the "**Terminated Player**") and enter into a W/BBL Player Contract with another Player in place of the

Terminated Player using any money remaining from the W/BBL Team's W/BBL Salary Cap; or

- (ii) available for fewer W/BBL matches than he/she was previously expected (as set out in the Overseas Player Availability Matrix) to be available for because of playing or other commitments to his/her Home Board or because of a Non-W/BBL Injury, that W/BBL Team may either:
  - (A) subject to the terms of the Player's W/BBL Player Contract, terminate or suspend (for at least the full Season) the W/BBL Player Contract of that Overseas Player and enter into a W/BBL Player Contract with another Player in place of the Terminated Player using any money remaining from the W/BBL Team's W/BBL Salary Cap; or
  - (B) agree with that Overseas Player a reduction in his/her retainer and have the option to sign a W/BBL Player Contract with a Replacement Overseas Player using any money remaining from the W/BBL Salary Cap (provided the W/BBL Team does not exceed the limits on Overseas Players described in rules 4.1 (BBL) and 4.2 (WBBL)),

in which event, the W/BBL Team must, solely if required pursuant to the W/BBL Player Contract of the Terminated Player, pay that Overseas Player the portion of his/her retainer (if any) specified in that W/BBL Player Contract to be payable in such circumstances on account of any marketing services or rights or other services provided by that Overseas Player pursuant to his/her W/BBL Player Contract.

- (h) If, at any time after the W/BBL Contracting End Date, a W/BBL Team is aware that an Overseas Player contracted by that W/BBL Team:
  - (i) has not obtained a NOC (if required) on or before the NOC Notice Date;
  - (ii) will be unavailable for all W/BBL matches; or
  - (iii) will be available for fewer matches than he/she was previously expected to be available for (as set out in the Overseas Player Availability Matrix) because of playing or other commitments to his/her Home Board; or
  - (iv) has sustained a Non-W/BBL Injury, as a consequence of which he/she will not be available for any further W/BBL matches,

then the W/BBL Team may:

- (v) subject to the terms of the Player's W/BBL Player Contract, terminate or suspend (for at least the remainder of the Season) the W/BBL Player Contract of the Overseas Player; or
- (vi) agree with that Overseas Player a reduction in his/her retainer, and if the W/BBL Team chooses to do so, apply to the W/BBL Technical Committee for permission, no later than 6.00 pm (EDT) on the day before the next match in which the Player is due to participate in a W/BBL match, to sign a W/BBL Player Contract with:
  - (A) a Replacement Overseas Player in respect of any number of W/BBL matches using any money remaining from the W/BBL Salary Cap (provided the W/BBL Team does not exceed the limits on Overseas Players described in rules 4.1 (BBL) and 4.2 (WBBL)); or
  - (B) a Local Replacement Player for those W/BBL matches for which the Overseas Player was originally going to be available (as per the

Overseas Player Availability Matrix submitted to CA by the W/BBL Team),

in which event the W/BBL Team must, solely if required pursuant to the W/BBL Player Contract of the Terminated Player, pay that Overseas Player the portion of his/her retainer (if any) specified in that W/BBL Player Contract to be payable in such circumstances on account of any W/BBL matches for which the Player was available prior to the termination or suspension of the W/BBL Player Contract and any marketing services or rights or other services provided by that Overseas Player under his/her W/BBL Player Contract.

- (i) If at any time after the W/BBL Contracting End Date, an Overseas Player contracted to a W/BBL Team sustains a W/BBL Injury, as a consequence of which he will not be available for a W/BBL match or W/BBL matches, that Overseas Player shall be paid his/her retainer (subject to the terms of the W/BBL Player Contract of the Overseas Player), but the W/BBL Team may apply to the W/BBL Technical Committee for permission, no later than 6.00 pm (EDT) on the day before the next match in which the Player is due to participate in a W/BBL match, to enter into a W/BBL Player Contract with:
  - (i) a Replacement Overseas Player in respect of any number of W/BBL matches for which the injured Overseas Player is unavailable using any money remaining from the W/BBL Salary Cap (provided the W/BBL Team does not exceed the limits on Overseas Players described in rules 4.1 (BBL) and 4.2 (WBBL)); or
  - (ii) a Local Replacement Player for the W/BBL match(es) for which the Overseas Player was originally going to be available (as per the Overseas Player Availability Matrix submitted to CA by the W/BBL Team).

#### **4.7 WBBL Only - Replacing Australian Players with Replacement Overseas Players**

- (a) If an Australian Player in a WBBL Team is unavailable for any WBBL Matches for any reason set out in rule 6.1(c), then the WBBL Team may make a written application to the W/BBL Technical Committee, by no later than 6.00pm (EDT) on the day before the next match in which the Player is due to participate, to replace that Australian Player in the WBBL Team Squad with a Replacement Overseas Player for the match/es for which that Australian Player is unavailable.
- (b) Any approval by the W/BBL Technical Committee will be subject to the limitations on the number of Overseas Players set out in rule 4.2 and the Marquee Player Restrictions.

### **5 BBL Development Rookies (NOT CURRENTLY IN USE)**

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### **6 Local Replacement Players**

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#### **6.1 General**

- (a) Subject to rules 4.6 (Replacing Overseas Players) and 4.7 (WBBL Only - Replacing Australian Players with Replacement Overseas Players), W/BBL Teams are expected to utilise only Players from their W/BBL Team Squad, with the exception of Players becoming unavailable due to injury or national commitments, in which case W/BBL Teams must lodge a written application with the W/BBL Technical Committee if they wish to replace those Players in accordance with rule 6.1(d). For the avoidance of doubt, a W/BBL Team is expected to utilise its W/BBL Team Squad in instances where an Overseas Player returns home as scheduled and the W/BBL Team has elected not to contract a Replacement Overseas Player to replace him/her for the period of his/her scheduled unavailability.

- (b) If a W/BBL Team wishes to replace a Player from its W/BBL Team Squad with a Local Replacement Player, that W/BBL Team may only do so with the prior approval of the W/BBL Technical Committee by way of a written request prior to 6pm (ADT) the day before the match in which they are expected to play, applying for such replacement by specifying grounds for consideration by the W/BBL Technical Committee in accordance with rule 6.1(c).
- (c) The W/BBL Technical Committee will consider the individual circumstances of each application. However, the W/BBL Technical Committee is likely to only grant its approval in the following circumstances:
  - (i) a Player suffers an injury and the requirements set out in rule 6.2 (Injuries) are satisfied;
  - (ii) a Player is unavailable due to commitments to the Australian team and the requirements of rule 6.3 (National Commitments) are satisfied;
  - (iii) a Player is unavailable to participate in any W/BBL match(es) due to other exceptional circumstances and the requirements set out in rule 6.4 (Exceptional Circumstances) are satisfied;
  - (iv) an Overseas Player becomes Unavailable;
  - (v) the requirements in rule 6.6 (Shortage of Players) are satisfied; or
  - (vi) in the case of WBBL Players:
    - (A) a Player is unavailable due to pregnancy and the requirements of rule 6.8 are satisfied; or
    - (B) a Player is unavailable due to work or study commitments, and the requirements of rule 6.9 are satisfied.
- (d) If the W/BBL Technical Committee approves an application for a Player to be replaced in accordance with this rule 6, the contracted Local Replacement Player must be included and play in the W/BBL Team's starting XI or be selected as twelfth person for the W/BBL match that, at the time of the application, is scheduled to be played immediately following the application, failing which the W/BBL Team will be sanctioned in accordance with rule 17.3, at the discretion of the Head of Integrity.

## **6.2 Injuries**

- (a) A W/BBL Team may apply to the W/BBL Technical Committee to replace a Player who has suffered an injury. In such circumstances, the W/BBL Team must provide the W/BBL Technical Committee with a signed Medical Certificate substantiating the injury and certifying that the Player will not be fit for the W/BBL Team's next scheduled match(es) using Schedule 4. In considering the application, the W/BBL Technical Committee will forward the signed Medical Certificate to the Independent Medical Officer to verify the injury and, in such circumstances that the Independent Medical Officer deems appropriate, the W/BBL Team must procure that the Player submits to a medical check with the Independent Medical Officer or his/her nominee.
- (b) The W/BBL Technical Committee will, in its sole discretion, either approve or reject a W/BBL Team's application for an injury replacement having regard to the advice of the Independent Medical Officer.
- (c) If the W/BBL Technical Committee rejects an injury replacement application from a W/BBL Team on the advice of the Independent Medical Officer, the Player will remain in the W/BBL Team Squad and will be unable to be replaced for the particular injury described in the replacement application.

- (d) A Player who has suffered an injury and has been replaced must return to the W/BBL Team Squad once he/she has recovered from that injury in accordance with this rule 6.2(d). As soon as the Player has recovered from the injury the W/BBL Team must:
  - (i) apply in writing to the W/BBL Technical Committee confirming that the Player is fit to resume his/her place in the W/BBL Team Squad. Such written notification must be accompanied by a signed Medical Certificate which will be forwarded to the Independent Medical Officer for verification; and
  - (ii) remove the replacement Player that was previously included in his/her place (or any Replacement Overseas Player that replaces that replacement player in accordance with rule 6.5(c)),  
  
prior to that Player returning to the W/BBL Team Squad.
- (e) The W/BBL Team's doctor must liaise with and provide any documentation reasonably requested by the Independent Medical Officer throughout the course of the Player's injury. If the Independent Medical Officer is of the opinion that the replaced Player has recovered from his/her injury following a medical check, and the W/BBL Team has not advised the W/BBL Technical Committee that this is the case, the Independent Medical Officer may advise the W/BBL Technical Committee to return the Player to the W/BBL Team Squad and remove the Local Replacement Player from the W/BBL Team Squad (provided first that the Independent Medical Officer has reviewed all relevant documentation and examined the Player by way of a medical check). In such circumstances that the Independent Medical Officer deems appropriate, the W/BBL Team must procure that the Player submits to a medical check with the Independent Medical Officer or their nominee.
- (f) Once the injured Player has recovered from his/her injury and returns to the W/BBL Team Squad, the corresponding Local Replacement Player who was included in the W/BBL Team Squad in place of the injured Player must be removed (unless the W/BBL Technical Committee approves him/her replacing another Player in the W/BBL Team Squad in accordance with these Rules).
- (g) In the event the W/BBL Technical Committee approves the replacement, a Local Replacement Player may then be contracted pursuant to a W/BBL Replacement Player Contract and, subject to rule 6.1(d) (General), be included in a W/BBL Team Squad until the injured Player recovers from his/her injury and is available to play.

### **6.3 National Commitments**

- (a) A W/BBL Team may apply to the W/BBL Technical Committee to replace a Player who has commitments to the Australian team which render that Player unavailable.
- (b) In the event the W/BBL Technical Committee approves the replacement, a Local Replacement Player may then be contracted pursuant to a W/BBL Replacement Player Contract and, subject to rule 6.1(d) (General), be included in a W/BBL Team Squad.
- (c) Once that Player has been released from his/her commitments to the Australian team and is available to resume the Player's place in the W/BBL Team Squad:
  - (i) a W/BBL Team must apply in writing to the W/BBL Technical Committee confirming that the Player is able to resume his/her place in the W/BBL Team Squad; and

- (ii) remove the Local Replacement Player that was previously included in his/her place,

prior to that Player returning to the W/BBL Team Squad.

#### **6.4 Exceptional Circumstances**

- (a) A W/BBL Team may apply to the W/BBL Technical Committee to replace a Player who is unavailable for any W/BBL match(es) due to exceptional circumstances and, if approved, the W/BBL Team must comply with rule 6.1(d). The form of the Player shall not be regarded as a circumstance justifying that Player's replacement.
- (b) Once a Player has been replaced due to exceptional circumstances the Player will no longer be eligible to be included in the W/BBL Team Squad for the relevant W/BBL match(es) unless the W/BBL Technical Committee, in its sole discretion, approves an application for the Player to return.

#### **6.5 Replacing Overseas Players with Local Replacement Players**

- (a) W/BBL Teams must complete and submit to CA an Overseas Player Availability Matrix that summarises the expected availability of their Overseas Players (in accordance with rule 4.5 (Overseas Player Availability Matrix)).
- (b) If an Overseas Player is unavailable for a match he/she was expected to play (as shown in the Overseas Player Availability Matrix), a W/BBL Team may contract a Local Replacement Player in the circumstances described in rules 4.6(h) (Replacing Overseas Players), 6.1 (General) and 6.2 (Injuries).
- (c) A Replacement Overseas Player signed after the date a Local Replacement Player replaces an Overseas Player may at any time replace the Local Replacement Player that is replacing the original Overseas Player (subject to the limitations on the number of Overseas Players set out in rule 4.2 and the Marquee Player Restrictions).

#### **6.6 Shortage of Players**

- (a) For the purposes of this rule the term "W/BBL match" means a Qualifying W/BBL Match and a Finals Match.
- (b) A W/BBL Team may apply to the W/BBL Technical Committee to request the addition of a Local Replacement Player where that W/BBL Team is able to satisfy the W/BBL Technical Committee that it is unable to field 11 Players or, in the opinion of the W/BBL Technical Committee, it does not have enough Players available to field anything other than an unbalanced team in an upcoming W/BBL match.
- (c) In these circumstances, with the prior written approval of the W/BBL Technical Committee, a Local Replacement Player may be added to a W/BBL Team Squad solely on a match-by-match basis (i.e., the W/BBL Technical Committee will only approve such replacement for one or more W/BBL matches and the W/BBL Team must submit a further application to the W/BBL Technical Committee in the event it wishes to apply for a replacement for any further W/BBL matches) and, unless further approval is granted by the W/BBL Technical Committee in respect of further W/BBL matches, the Local Replacement Player will be removed from the W/BBL Team Squad immediately after the relevant approved W/BBL match or matches.
- (d) The W/BBL Technical Committee will consider the individual circumstances of each application made by a W/BBL Team pursuant to this rule 6.6 but will consider the following in making its decision (without in any way binding the W/BBL Technical Committee):

- (i) approval to add a Local Replacement Player is likely to be granted if a W/BBL Team has only 13 fit Players available for selection for a W/BBL match, and only 2 of those are bowlers.
- (ii) approval to add a Local Replacement Player is unlikely to be granted if 5 bowlers are available but they are all fast bowlers.
- (iii) permission to add a Local Replacement Player is unlikely to be granted if a W/BBL Team elects to sign a W/BBL Player Contract with only 1 Player of a certain type (e.g. wicket keeper) in its W/BBL Team Squad and that Player becomes unavailable.

#### **6.7 Contracting Local Replacement Players**

- (a) Any Local Replacement Player approved by the W/BBL Technical Committee to be included in a W/BBL Team Squad must sign a W/BBL Replacement Player Contract.
- (b) The duration of a W/BBL Replacement Player Contract will continue until such time as the replaced Player returns in accordance with these Rules or until such time that the Local Replacement Player is replaced by a Replacement Overseas Player in accordance with rule 6.5(c).
- (c) A Local Replacement Player will receive a Match Payment for each W/BBL match for which the Player is a member of the W/BBL Team Squad as set out in Schedule J of the MOU.
- (d) A W/BBL Team must forward a copy of the original signed W/BBL Replacement Player Contract to CA within 48 hours of the W/BBL Team and that Local Replacement Player entering into the W/BBL Replacement Player Contract. Match Payments to be paid to Local Replacement Players will be provided to W/BBL Teams by CA in accordance with rule 9.3 (Local Replacement Player Match Payments). Match Payments must not be paid from a W/BBL Team's W/BBL Salary Cap and will not be taken into account in calculating the W/BBL Player Payments Amount of a W/BBL Team.

#### **6.8 Pregnancy and Parental Leave**

- (a) The Parental Leave Policy sets out the manner in which CA, WBBL Teams and State Associations should manage and support Players who are pregnant or who are on Parental Leave.
- (b) If a Pregnant Player who holds a WBBL Player Contract is transferred to a Non-Playing Job or elects to take Parental Leave in accordance with the Parental Leave Policy, a WBBL Team may apply to the W/BBL Technical Committee to replace the Player (to be effective from the date the Player begins the Non-Playing Job). Following receipt of an application by a WBBL Team to replace the Player, the W/BBL Technical Committee will approve the application (at its absolute discretion) subject to the fulfilment of any reasonable request made by the W/BBL Technical Committee for the purposes of verification.
- (c) If the W/BBL Technical Committee approves the replacement of a Player pursuant to paragraph (b) above, a Local Replacement Player may then be contracted pursuant to a WBBL Local Replacement Player Contract.
- (d) Where the Player resumes Cricket Activities in accordance with the Parental Leave Policy, the corresponding Local Replacement Player who was included in the WBBL Team Squad in place of the Pregnant Player must be removed (unless the W/BBL Technical Committee approves her replacing another Player in the WBBL Team Squad in accordance with these Guidelines).

## 6.9 Work or Study Commitments

- (a) A W/BBL Team may apply to the W/BBL Technical Committee to replace a Player who has work or study commitments that render that Player unavailable, provided those work or study commitments have been notified in writing to the W/BBL Technical Committee at least 5 days prior to the relevant W/BBL match(es).
- (b) In the event the W/BBL Technical Committee approves the replacement, a Local Replacement Player may then be contracted pursuant to a W/BBL Local Replacement Player Contract and, subject to rule 6.1(d), be included in a W/BBL Team Squad until such time as the W/BBL Team confirms in writing with the W/BBL Technical Committee that the Player has completed her work or study commitments.

## 7 Team Announcement Process

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- (a) Subject to rule 4.6 and 4.7 (Replacing Overseas Players) and 6 (Local Replacement Players), W/BBL Teams must name a team from their W/BBL Team Squad before 6pm (EDT) the day before each match, including during the finals series.
- (b) W/BBL Teams must comply with **Schedule 6 – W/BBL Team Announcement Process** immediately upon becoming aware that a late change will need to be requested.

## 8 Codes and Policies

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It is the W/BBL Team's responsibility to ensure that a Player who enters into any W/BBL Player Contract or W/BBL Overseas Player Contract or W/BBL Replacement Player Contract is appropriately instructed about all relevant codes and policies by which the Player is bound at or around the time the Player enters into the contract.

## 9 Payments from Player Payments Pool

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### 9.1 W/BBL Player Allocation

- (a) The W/BBL Player Allocation is that money from the Player Payments Pool that has been allocated specifically for payments to Players.
- (b) Each Contract Year, CA will:
  - (i) distribute the W/BBL Player Allocation to W/BBL Teams in two ways:
    - (A) in equal shares to all W/BBL Teams to cover the following player payments:
      - (1) W/BBL Salary Cap;
      - (2) superannuation;
    - (B) to W/BBL Teams as required for:
      - (1) Local Replacement Player match payments;
      - (2) prize money; and
  - (ii) make contributions to ACRA fund out of the W/BBL Player Allocation.
- (c) CA will provide all W/BBL Teams with a schedule setting out the payments that each W/BBL Team will be required to make to Players.
- (d) CA will distribute the amount of the W/BBL Player Allocation to each W/BBL Team on a date to be advised by CA.

### 9.2 W/BBL Salary Cap

- (a) The retainers paid to Players by W/BBL Teams are intended to reflect a commitment to cricket by Players. It eliminates the need to remunerate:

- (i) Players for playing in practice matches or training; or
- (ii) Players for use of Player Attributes or attendance at promotional activities within the limits set out in W/BBL Player Contracts,

and in consideration for all other obligations of those Players set out in W/BBL Player Contracts.

- (b) The retainers are intended to include playing in practice matches as required by a W/BBL Team, provided those practice matches are held in the city of the Player's W/BBL Team and for the purposes of preparing the W/BBL Team to play in the W/BBL, and further provided that no tickets are sold for attendance at such matches without the prior approval of the ACA (such approval not to be unreasonably withheld and to be considered in good faith if appropriate match fees are paid).
- (c) Retainer payments must be paid directly to Players and must not be paid to any third parties, including any agents, managers, associates, companies or trusts.
- (d) In respect of each Contract Year, each W/BBL Team must pay retainers to Players pursuant to W/BBL Player Contracts an amount that is:
  - (i) no more than the applicable W/BBL Salary Cap; and
  - (ii) no less than the applicable Minimum Spend Amount, with each Player contracted pursuant to a W/BBL Player Contract to receive no less than the Minimum Retainer Amount,

and retainer payments to all Players to be paid on the dates specified in the BBL Player Contracts and approved by CA.

- (e) In respect of each Season:
  - (i) the BBL Salary Cap for each BBL Team will be the amount specified in Schedule J of the MOU for that Season;
  - (ii) the WBBL Salary Cap for each WBBL Team will be the amount specified in Schedule J of the MOU for that Season;
  - (iii) the Minimum Retainer Amount for:
    - (A) BBL Players (excluding Overseas Players and Local Replacement Players) will be the amount specified in Schedule J of the MOU for that Season;
    - (B) WBBL Players (excluding Overseas Players and Local Replacement Players) will be the amount specified in Schedule J of the MOU for that Season;
  - (iv) the Minimum Spend Amount will be 92.5% of the W/BBL Salary Cap; and
  - (v) retainers must be paid to Players in three (3) instalments, on 14 October, 14 November and 14 December of the Contract Year for WBBL Players and 14 December, 14 January and 14 February of the Contract Year for BBL Players, subject to the final instalment always being made after the last W/BBL match that the W/BBL Team is a participant in. A W/BBL Team and a Player may agree to increase the number of instalments above three (3), subject to the final instalment always being made after the last W/BBL match that the W/BBL Team is a participant in. For the avoidance of doubt, in the event the W/BBL Competition Period extends beyond 14 February of the Contract Year, the final instalment should be made 14 March of the Contract Year.

- (f) In respect of each subsequent season during the term of the MOU, the equivalent amounts to those set out in paragraphs (e)(i) and (ii) above will be agreed between CA and the ACA, or to extent they are not agreed between CA and the ACA, will be the same amounts as applied in the immediately preceding season, whereas the equivalent percentage to that set out in paragraph (e)(iv) above will be as determined by CA.
- (g) As at 30 June in each Contract Year, any monies not spent on Player retainers from a W/BBL Team's W/BBL Salary Cap will be dealt with in accordance with the relevant provisions of Article 5 of the MOU.
- (h) A W/BBL Team must not in any Contract Year give or provide to or apply for the benefit of, or offer to give or provide to or apply for the benefit of, any Player or any Player Associate any W/BBL Player Payments or cause or offer to cause any W/BBL Player Payments to be so given, provided or applied if the W/BBL Player Payments Amount would exceed the W/BBL Salary Cap for that Contract Year.
- (i) If the amount of a W/BBL Team's BBL Player Payments Amount exceeds the W/BBL Salary Cap, that W/BBL Team shall be in breach of its obligations under these Rules and may be subject to the penalties for non-compliance set out in rule 17 (Breach of the Rules).

### **9.3 Local Replacement Player Match Payments**

- (a) Local Replacement Players approved in advance by the W/BBL Technical Committee will be entitled to receive a Match Payment for each W/BBL match in respect of which they are a member of a W/BBL Team Squad.
- (b) The Match Payments for Local Replacement Players will be the amount specified in Schedule J of the MOU for that Season in respect of BBL and WBBL.
- (c) Match Payments must be paid to Local Replacement Players on the 15th day of each month for the W/BBL matches that he/she is a member of a W/BBL Team Squad up to and including the day before that date.
- (d) Immediately following the conclusion of the W/BBL Season, CA will, upon receipt of an invoice from each W/BBL Team, reimburse each W/BBL Team the amount of the approved Match Payments that it has paid to Local Replacement Players.
- (e) Match Payments to Local Replacement Players will not be paid from a W/BBL Team's W/BBL Salary Cap and will not be taken into account in calculating the W/BBL Player Payments Amount of a W/BBL Team.

### **9.4 Prize Money**

- (a) Subject to paragraph (b) below, prize money to be paid to Players in respect of the W/BBL will be allocated to W/BBL Teams as agreed with the ACA from time to time and will be deducted from the W/BBL Player Allocation. The current agreement is set out in the following Table for 2022/23.

2022-23 W/BBL PRIZE MONEY - from PPP						
	Preferred W/BBL Weighting	Current WBBL Weighting	WBBL	Current BBL Weighting	KFC BBL	Total
1st	0.500	0.473	\$166,000	0.473	\$166,000	1,686,454
2nd	0.300	0.282	\$99,000	0.282	\$99,000	
3rd	0.083	0.128	\$45,000	0.095	\$33,260	
4th	0.083	0.089	\$31,260	0.077	\$27,000	
5th				0.046	\$16,000	
6th						
Total	0.967	0.972	341,260	0.972	341,260	1,686,454
PLAYER OF THE SERIES	0.025	0.021	7,500	0.021	7,500	38,400
PLAYER OF THE FINAL	0.008	0.007	2,500	0.007	2,500	11,200
<b>TOTAL PRIZEMONEY</b>	<b>0.033</b>	<b>0.028</b>	<b>351,260</b>	<b>0.028</b>	<b>351,260</b>	<b>1,736,054</b>
Agreed in MOU	1.000	1.000	351,260	1.000	351,260	1,736,054

- (b) CA will allocate to W/BBL Teams the relevant prize money earned as a result of participation in the W/BBL on the 15<sup>th</sup> of:
- (i) the calendar month that the W/BBL concludes (if the W/BBL concludes on or before the 10<sup>th</sup> day of the month); or
  - (ii) the relevant calendar month following the conclusion of the W/BBL (if the W/BBL concludes after the 10<sup>th</sup> day of the month).
- (c) These payments will not be taken into account in calculating the W/BBL Player Payments Amount of a W/BBL Team.

#### 9.5 Superannuation

- (a) Superannuation payments that are required by law to be made by each W/BBL Team or payments made by way of salary sacrifice must be accounted for out of the W/BBL Player Allocation (but only to the extent that these payments are made to the nominated superannuation funds of Players).
- (b) Superannuation payments pursuant to paragraph (a) above will not be taken into account in calculating the W/BBL Player Payments Amount of a W/BBL Team unless the relevant superannuation payment (or payments) exceed(s) the W/BBL Team's requirements under the *Superannuation Guarantee (Administration) Act 1992* (Cth), as amended from time to time.

#### 9.6 Australian Cricketers' Retirement Account

An amount from the W/BBL Player Allocation will be deposited in the Australian Cricketers' Retirement Account (ACRA) each season to fund this account. Payments of ACRA benefits made to Players by the ACA out of the Australian Cricketers' Retirement Account will not form part of the W/BBL Player Allocation.

#### 9.7 Payments to W/BBL Teams Partially from PPP (but not from W/BBL Player Allocation)

Any medical expenses reimbursed to or paid on behalf of a Player by a W/BBL Team will not be treated as forming part of the W/BBL Player Allocation and will be funded separately by the Player Payments Pool and CA/State Associations in accordance with Article 23 of the MOU. These payments will not be taken into account in calculating the W/BBL Player Payments Amount of a W/BBL Team.

#### 9.8 Salary Packaging

Subject to rule 9.2(h), salary packaging will be permitted for Players provided that:

- (a) such packaging is in keeping with both the remuneration policy of the W/BBL Team and relevant Australian legislation as prescribed from time to time; and
- (b) any fringe benefits tax payable by a State Association in connection with W/BBL Player Payments will be included for the purpose of rule 9.2(h) above.

## **10 Payments Outside of Player Payments Pool**

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- (a) Items set out in this rule 10:
  - (i) are excluded from the W/BBL Player Allocation;
  - (ii) will not be taken into account in calculating the W/BBL Player Payments Amount of a W/BBL Team; and
  - (iii) are not regarded as player payments for the purpose of the MOU.
- (b) CA must be satisfied that any payments made in accordance with this rule 10 are bona fide.
- (c) The W/BBL Team will bear the burden of proving to CA that:
  - (i) the payment made under this rule 10 is bona fide, reasonable and meets the requirements of this rule 10; and
  - (ii) any payment made under this rule 10 has not been provided for the purpose 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 the Player's W/BBL Player Contract.
- (d) If CA is not satisfied that a payment falls within this rule 10, the payment shall be included in the W/BBL Player Payments Amount of that W/BBL Team.

### **10.1 Expense Allowance**

CA will determine, the nights away expense that will be payable to Players in respect of each Contract Year and each W/BBL Team will pay the same nights away expense allowance to eligible Players.

- (a) For the 2022/2023 Season the nights away expense allowance will be \$75 per night.
- (b) CA and the ACA agree to meet prior to the start of each season in good faith to discuss the appropriateness of the nights away expense allowance for the upcoming season.

### **10.2 Travel and Accommodation**

- (a) All W/BBL Team travel and accommodation costs.
- (b) Each W/BBL Team must make its own travel and accommodation arrangements for its Players and staff at its cost. Players will travel in economy class for domestic travel. Air travel must be booked through Qantas using CA's official supplier arrangements.

### **10.3 Payroll Tax**

Any payroll or similar tax payable by a W/BBL Team.

### **10.4 Trophies and Prizes**

- (a) Subject to paragraph (b) below, all trophies, shields, photographs or mementos where their value does not exceed USD750 (including FBT), and the value of any

prize provided by a W/BBL Team for its Player of the Year award (including the value of FBT).

- (b) Any proposed trophies, shields, photographs, prizes or mementos (including the value of FBT) that exceeds USD750 (including FBT) must first be approved by CA (acting in its absolute discretion) prior to being provided to a Player.

#### **10.5 Testimonials**

Payments received by a Player from testimonial matches or functions with the prior written approval by CA (other than gratuitous payments from a W/BBL Team).

#### **10.6 Medical Expenses**

Any medical expenses reimbursed to or paid on behalf of a Player by a W/BBL Team and not deducted from the Player Payments Pool in accordance with Articles 5 and 23 of the MOU.

#### **10.7 Appearance Fees**

Any fees paid to or at the direction of players by W/BBL Teams for licensing, promotional or merchandising activities (including those relevant to the W/BBL Team's website) and signing sessions beyond the relevant player's obligations under a CA Marketing Contract or Player Contract.

#### **10.8 Australian Cricketers' Retirement Account**

Any payments of ACRA benefits to Players by the ACA out of the ACRA, but not including any amounts set aside for the ACRA within the W/BBL Player Allocation in any Contract Year.

#### **10.9 Relocation Expenses**

Any Relocation Expenses paid on behalf of, or reimbursed to, a Player by a W/BBL Team to assist Players in their relocation to a new State or to Australia (in respect of which, see further details in Rule 14).

#### **10.10 BBL Premier Cricket Rookies (NOT CURRENTLY IN USE)**

- (a) All benefits and entitlements of BBL Premier/Grade Cricket Rookies in relation to BBL Premier/Grade Cricket Rookie Contracts (including, without limitation, the BBL Premier/Grade Cricket Rookie Retainer Amount and any superannuation) will be funded from outside the BBL Player Allocation and Player Payments Pool.
- (b) The BBL Premier/Grade Cricket Rookie Retainer Amount will be \$5,000.
- (c) Unless otherwise agreed in writing by a BBL Team and a BBL Premier/Grade Cricket Rookie, the BBL Premier/Grade Cricket Rookie Retainer Amount must be paid to BBL Premier/Grade Cricket Rookies in three (3) instalments on 14 December, 14 January and 14 February of the Contract Year.
- (d) CA will, upon receipt of an invoice from each BBL Team following the conclusion of the Season, reimburse each BBL Team the BBL Premier/Grade Cricket Rookie Retainer Amount.

### **11 Additional Services Agreements**

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#### **11.1 Notification of ASAs**

- (a) Subject to rule 10.1(c), a W/BBL Team must not, at any time prior to a player having signed his/her W/BBL Player Contract with the W/BBL Team:
  - (i) negotiate, foreshadow, suggest, promise, offer, make and/or enter into,

(collectively referred to as “Deal With” for the purposes of this rule 10.1) an Agreement:

- (ii) to promise or make a payment to a Player or to any Player Associate;
- (iii) to promise, give or provide any consideration, advantage or benefit to a Player or any Player Associate; or
- (iv) to apply any payment, consideration, advantage or other benefit for a Player or any Player Associate,

for any reason. This rule 10.1(a) does not apply to a Player’s:

- (v) retainer amount/s payable for the term of his/her W/BBL Player Contract;
- (vi) if applicable, any Relocation Expenses payable to the player in accordance with rule 13; or
- (vii) CA Marketing Contract or CA facilitated marketing agreement/s entered into a Player from time to time.

(b) Subject to rule 10.1(a) and compliance with all other relevant provisions of these Rules, a W/BBL Team may Deal With an Agreement:

- (i) to promise or make a payment to a Player or to any Player Associate;
- (ii) to promise, give or provide any consideration, advantage or benefit to a Player or any Player Associate; or
- (iii) 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”).

(c) A W/BBL Team may apply to CA for prior written approval to Deal With a Player regarding a potential or planned ASA prior to the player signing his/her W/BBL Player Contract, in response to which CA may:

- (i) approve a request made in accordance with this rule 10.1(c) above (subject to any conditions as CA determines appropriate in the circumstances), in which case the W/BBL Team may proceed with Dealing With the Player (subject to any conditions imposed by CA) regarding the ASA, and subsequently enter into an ASA and W/BBL Player Contract with that Player; or
- (ii) not approve a request made in accordance with this rule 10.1(c) above, in which case the W/BBL Team must not Deal With the player regarding the planned or proposed ASA prior to that Player signing his/her W/BBL Player Contract.

(d) Upon entering into an ASA with a Player, the W/BBL Team must submit to CA, within 2 business days, the ASA Summary Template Form setting out full and detailed particulars of the ASA and annexing any documents which record, evidence or give effect to the ASA, including:

- (i) details on any payment, consideration, advantage or benefit to be provided to a Player or Player Associate under the ASA (“ASA Payments”);

- (ii) a detailed business justification statement for the ASA; and
  - (iii) a position description relating to the ASA (if applicable).
- (e) Where any ASA made or entered into prior to the date of adoption of these Rules is still operative on the date of adoption of these Rules (“**Continuing ASA**”), the W/BBL Team must provide to CA within 2 business days (or such other period specified by CA) the information described in rule (d) above in relation to the Continuing ASA (using the ASA Summary Template Form).

### **11.2 Assessment Criteria**

- (a) CA must be satisfied that an ASA represents a bona fide commercially based arrangement.
- (b) The W/BBL Team will bear the burden of proving to CA that:
  - (i) the ASA is a bona fide, reasonable and appropriate agreement;
  - (ii) any ASA Payments have not been provided for the purpose 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 the Player’s W/BBL Player Contract; and
  - (iii) the Player or Player Associate is being paid a fair market rate for the Additional Services to be provided.

### **11.3 Assessment**

- (a) CA will advise a W/BBL Team in relation to its assessment of an ASA within 5 business days of being notified of that ASA in accordance with rule 11.1 (Notification of ASAs).
- (b) If CA is satisfied that an ASA meets the criteria described in rule 11.2 (Assessment Criteria), the ASA Payments payable under that ASA shall be treated as being separate from the remuneration payable to a Player for the performance of services as a professional cricketer under the Player’s W/BBL Player Contract, and shall not be taken into account in calculating the W/BBL Player Payments Amount of that W/BBL Team.
- (c) If CA is not satisfied that an ASA meets the criteria described in rule 11.2 (Assessment Criteria), the W/BBL Team will be given an opportunity to rectify the ASA, however, if the W/BBL Team is unable to do so, the ASA Payments payable under that ASA shall be treated ((for the purposes of these Rules, but not for the purposes of calculating the adjustment ledger pursuant to the MOU) as forming part of the remuneration payable to a Player for the performance of services as a professional cricketer under the Player’s W/BBL Player Contract, and shall, therefore, be included in the W/BBL Player Payments Amount of that W/BBL Team.
- (d) If written notification of an ASA is not given to CA in accordance with rule 11.1 (Notification of ASAs), then CA shall:
  - (i) penalise the W/BBL Team for non-compliance in accordance with Rule 17.3 at the discretion of the (Head of Integrity); or
  - (ii) deem any ASA Payments payable under that ASA be included in the W/BBL Player Payments Amount of that W/BBL Team (for the purposes of these Rules, but not for the purposes of calculating the adjustment ledger pursuant to the MOU) irrespective of whether or not the W/BBL Team knew of the ASA at the time that notification was required to be given.

- (e) If the amount of a W/BBL Team's W/BBL Player Payments Amount exceeds the W/BBL Salary Cap, that W/BBL Team shall be in breach of its obligations under these Rules and may be subject to the penalties for non-compliance set out in rule 17 (Breach of Rules).
- (f) There shall be no limit on the total value of the ASAs that may be entered into between a W/BBL Team or W/BBL Team Associate and a Player or Player Associate, although each ASA must satisfy the criteria set out in rule 11.2 (Assessment Criteria).

#### **11.4 End of Season Review**

- (a) On the earlier of:
  - (i) the completion of the delivery of Additional Services under an ASA; or
  - (ii) the conclusion of the term of an ASA; andon:
  - (iii) the date which is 45 days after the end of the relevant Season; and
  - (iv) if there are Additional Services still to be performed as at the date referred to in paragraph (a)(iii) above, 30 June following each Season,each W/BBL Team will be required to:
  - (A) undertake a detailed reconciliation of any ASAs submitted to CA in accordance with rule 11.1 (Notification of ASAs);
  - (B) demonstrate to CA's reasonable satisfaction that a Player or Player Associate has delivered the Additional Services that were required to be delivered under an ASA; and
  - (C) confirm the value of the ASA Payments made to the Player or Player Associate in respect of the delivery of those Additional Services.
- (b) In demonstrating that a Player or Player Associate has delivered the Additional Services that were required to be delivered under an ASA, a W/BBL Team should provide sufficient evidence to CA to enable it to make a determination, including (where appropriate) the following evidence:
  - (i) press or other media articles;
  - (ii) photographs;
  - (iii) video footage;
  - (iv) letters of appreciation; and
  - (v) letters confirming the delivery of Additional Services.
- (c) If:
  - (i) there is any material discrepancy between the Additional Services that were required to be delivered under the terms of an ASA and the Additional Services that were actually delivered by a Player or Player Associate; and
  - (ii) there has not been an appropriate reduction in the value of the ASA Payments provided to that Player or Player Associate,then the ASA shall be deemed to have failed to satisfy the criteria set out in rule 11.2 (Assessment Criteria).
- (d) If, in accordance with paragraph (c) above, an ASA is deemed to have failed to satisfy the criteria set out in rule 11.2 (Assessment Criteria), the W/BBL Team will

be given an opportunity to rectify the ASA by ensuring that the value of the ASA Payments paid to the Player or Player Associate are reasonable in the context of the Additional Services actually delivered under the ASA. However, if the W/BBL Team is unable to do so, such of the ASA 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 the Player's W/BBL Player Contract, and shall, therefore, be included in the W/BBL Player Payments Amount of that W/BBL Team (for the purposes of these Rules, but not for the purposes of calculating the adjustment ledger pursuant to the MOU).

- (e) If the W/BBL Player Payments Amount of a W/BBL Team then exceeds the W/BBL Salary Cap, that W/BBL Team shall be in breach of its obligations under these Rules and may be subject to the penalties for non-compliance set out in rule 17 (Breach of Rules).

## **12 Investigations**

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### **12.1 Investigations Manager**

- (a) CA may from time to time appoint an Investigations Manager who may exercise any of the powers conferred on him/her under these Rules.
- (b) Upon request, a W/BBL Team must provide the Investigations Manager with free access to and copies of such books, documents or other papers in the possession of or under the control of the W/BBL Team or of any W/BBL Team Associate as the Investigations Manager believes may be relevant to his/her enquiries.
- (c) Upon request, and within the time specified by the Investigations Manager, a W/BBL Team shall provide to the Investigations Manager such information or details concerning or relating to any payments promised, given or provided to, or applied for the benefit of a Player or a Player Associate, by the W/BBL Team or a W/BBL Team Associate.
- (d) Each W/BBL Team shall immediately upon request by the Investigations Manager procure and ensure the attendance before the Investigations Manager of a W/BBL Team representative, or any W/BBL Team Associate, and the W/BBL Team shall ensure that any such person:
  - (i) fully co-operates with the Investigations Manager;
  - (ii) fully and truthfully answers any questions asked by the Investigations Manager; and
  - (iii) provides any document in his, her or its possession or control as requested by the Investigations Manager.
- (e) Where a W/BBL Team representative or any W/BBL Team Associate fails to attend before the Investigations Manager or otherwise fails to fully co-operate with the Investigations Manager, the W/BBL Team shall be liable to a penalty for non-compliance.
- (f) The Investigations Manager may seek an explanation from a W/BBL Team as to the nature of any payment made to a Player or a Player Associate by or on behalf of a W/BBL Team or W/BBL Team Associate. If the W/BBL Team fails to explain the payment to the satisfaction of the Investigations Manager he/she may deem such payment to form part of the remuneration paid to a Player for the performance of services as a professional cricketer under the Player's W/BBL Player Contract, and shall, therefore, be included in the W/BBL Player Payments Amount of that W/BBL

Team (for the purposes of these Rules, but not for the purposes of calculating the adjustment ledger pursuant to the MOU).

- (g) The Investigations Manager shall report directly to CA and shall not at any time divulge any information obtained by him/her in the course of his/her duties other than to CA, save where compelled to do so by order of a court or tribunal of competent jurisdiction.

## **12.2 Player Participation in Investigations**

Players must comply with the applicable rules of their W/BBL Player Contracts concerning investigations.

## **13 Other Payments by Third Parties**

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- (a) Without limiting rule 8.2(h) and subject to rule 10 (Payments Outside of Player Payments Pool), any payments made to Players or Player Associates by any third parties (including W/BBL Team Associates) including, without limitation, by sponsors, supporters, member clubs, of any State Association, associates of those clubs or player affiliates) that represent a sign-on fee, a bonus, an incentive payment or an inducement to the Player to play for a particular W/BBL Team are prohibited.
- (b) Payments to Players or Player Associates by clubs that compete in a competition conducted by a State Association that owns a W/BBL Team will not be taken into account in calculating the W/BBL Player Payments Amount of that W/BBL Team, provided those payments are in no way contributed to, funded by, or organised by that State Association or W/BBL Team. This rule does not preclude distribution in the normal course of business by a State Association to its members or clubs that participate in its competitions.

## **14 Relocation Expenses**

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- (a) Any Relocation Expenses paid on behalf of, or reimbursed to, a Player by a W/BBL Team must be reasonable in the circumstances and must not be intended to increase the remuneration payable to a Player for the performance of services as a professional cricketer under his/her W/BBL Player Contract.
- (b) For the avoidance of doubt, any Fringe Benefits Tax payable by a State Association as a result of any Relocation Expenses paid to a Player by a W/BBL Team shall be funded by that State Association from outside the Player Payments Pool.
- (c) As a minimum, a W/BBL Team must pay to, or reimburse, a Player relocating to a new State or to Australia expenses that are reasonable in the circumstances in relation to:
  - (i) return airfares for a W/BBL Player from their home city; and
  - (ii) the provision of accommodation for the period of the Season.
- (d) However, in addition, reasonable Relocation Expenses would also include expenses in relation to:
  - (i) return airfares for a W/BBL Player's partner (or other nominated person) and any dependent children (under the age of 18) from their home city;
  - (ii) the reasonable costs of relocating a W/BBL Player's belongings from his/her home city;
  - (iii) the use of a vehicle by a W/BBL Player for the period of the Season;
  - (iv) in the case of an Overseas Player only, visa and health insurance costs; and

- (v) in the case of Overseas Players and Interstate Players who have relocated to play with their W/BBL Team, an allowance of up to \$250 per week to contribute towards reasonable living costs such as food, laundry and incidentals.
- (e) In accordance with rule 3.6 (45 Days after end of Season), W/BBL Teams must provide to CA sufficient evidence to CA (in the form reasonably notified by CA from time to time) in relation to any Relocation Expenses paid on behalf of, or reimbursed to, a Player to demonstrate that those Relocation Expenses were in fact incurred by or on behalf of the Player, including (where appropriate) the following evidence:
  - (i) copies of tickets;
  - (ii) invoices; and
  - (iii) receipts.
- (f) In the event that the W/BBL Team fails to provide satisfactory explanations to CA in relation to any Relocation Expenses paid on behalf of, or reimbursed to, a Player, CA may deem any such payments to form part of the remuneration paid to a Player for the performance of services as a professional cricketer under the Player's W/BBL Player Contract, and shall, therefore, be taken into account in calculating the W/BBL Player Payments Amount of that W/BBL Team.

## **15 ACA Auditor**

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For the purposes of ensuring only that obligations under rules 3.1-3.5 (inclusive) have been met, CA will provide the ACA's auditor with access to a copy or original W/BBL Player Contracts and completed trade or transfer documentation in the form of Schedules 2 or 3 held at CA's offices and a summary of the contract details (namely rankings and retainer amounts, without names) for all CA Contracted players, it being understood that the ACA has informed CA that the ACA's auditor has the authority of each such player to review such contracts and that all such information shall be treated in strict confidence by the ACA's auditor.

## **16 Injury and Insurance**

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- (a) If a W/BBL Team invites a player who is not a party to a player contract to train with a W/BBL Team, that player will be eligible to receive benefits under the JLT National Club Risk Protection Program's Personal Injury Insurance Policy (NCRPP-PI) and/or the Cricket Australia Corporate Travel Plan (201), as appropriate, subject at all times to the relevant policy wording.
- (b) In addition to the coverage provided under (a), the W/BBL Team must also:
  - (i) pay any medical gap payment the uncontracted player incurs as a result of an injury sustained while training with the W/BBL Team; and
  - (ii) cover any resultant loss of income incurred by the player, if the player is unable to complete their full time or permanent part time employment obligations to a maximum of \$1,000 per week for a period of 104 weeks from the date of injury.

## **17 Breach of the Rules**

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### **17.1 General**

- (a) W/BBL Teams and State Associations must comply with these Rules. A breach of these Rules will be viewed very seriously by CA and will be heavily penalised in accordance with this rule 17.

- (b) Reports of alleged breaches of these Rules by a W/BBL Team or a State Association must be made in writing to the Head of Integrity with a copy addressed to CA's General Counsel and Company Secretary.
- (c) Upon receipt of a report ("**Report**"), the Head of Integrity and the Investigation Manager (if appointed by the Head of Integrity) may commission an investigation to determine whether there is any evidence to support the allegations made in the Report.
- (d) The Head of Integrity, in his/her absolute discretion, may commission an investigation to determine whether there has been a breach of these Rules by a W/BBL Team and/or State Association.
- (e) W/BBL Teams and State Associations must fully co-operate with any investigation carried out by CA, including by attending any hearings, by honestly answering all questions put to them in connection with such investigations and by providing any documents reasonably requested by CA.

## **17.2 Referral to the CA Code of Conduct Commission**

- (a) If the Head of Integrity determines that there is evidence of a breach of:
  - (i) Rule 1 (Player Eligibility);
  - (ii) Rule 3.1 (W/BBL Contracting Embargo Period);
  - (iii) Rule 9.2(d) (W/BBL Salary Cap);
  - (iv) Rule 9.2(h) (W/BBL Salary Cap);
  - (v) Rule 9.2(i) (W/BBL Salary Cap);
  - (vi) Rule 9.5 (Superannuation);
  - (vii) Rule 9.6 (Australian Cricketers' Retirement Account);
  - (viii) Rule 9.8 (Salary Packaging);
  - (ix) Rule 11.3(e) (Assessment);
  - (x) Rule 11.4(e) (End of Season Review);
  - (xi) Rule 11.1(d) (Investigations);
  - (xii) Rule 13(a) (Other Payments by Third Parties);
  - (xiii) Rule 15 (ACA Auditor); or
  - (xiv) Rule 16 (Injury and Insurance),
 of these Rules, the Head of Integrity will refer the Report to the CA Code of Conduct Commission.
- (b) When a Report is referred to the CA Code of Conduct Commission, CA will arrange for the matter to be heard as soon as possible by a CA appointed Commissioner. The hearing may be attended by the W/BBL Team concerned, a representative of the reporting party and any Player or Players relevant to the subject matter of the Report. In setting a procedure for the conduct of the hearing, the CA Code of Conduct Commission will have regard to the process followed in respect of reports under the CA Code of Conduct.
- (c) If the CA Code of Conduct Commission finds a W/BBL Team guilty of a breach of these Rules, the Commissioner, prior to determining the penalty to apply, will refer to the Rules Register to ascertain any previous breach of the Rules by the W/BBL Team. The decision of the CA Code of Conduct Commission will be final and binding on the W/BBL Team and CA.

- (d) Any breach of a rule referred to in rule 17.2(a) of these Rules will render a W/BBL Team liable to any one or more of the following penalties:
  - (i) the issue of a warning or an official reprimand;
  - (ii) the imposition of a fine;
  - (iii) the imposition of a wholly or partially suspended fine on such conditions and for such period of operation as the Commissioner, in his/her absolute discretion, considers appropriate;
  - (iv) the deduction of Competition Points (including Competition Points that are yet to be earned), either for the Season in which the breach was found to have occurred or for a subsequent Season or Seasons;
  - (v) the whole or partial suspension of the deduction of Competition Points (including Competition Points that are yet to be earned), either for the Season in which the breach was found to have occurred or for a subsequent Season or Seasons;
  - (vi) the exclusion of a W/BBL Team from participation in:
    - (A) a Qualifying W/BBL Match;
    - (B) a Finals Match; or
    - (C) the W/BBL, or specified part of the W/BBL,
 either for the Season in which the breach was found to have occurred or for a subsequent Season or Seasons;
  - (vii) the relegation of a W/BBL Team in the final W/BBL ladder;
  - (viii) the stripping of any title or honour conferred on a W/BBL Team in respect of its participation in the W/BBL;
  - (ix) the deduction of any prize money awarded to a W/BBL Team in respect of its participation in the W/BBL from any amounts payable to a BBL Team by CA;
  - (x) the refusal to register, or the suspension or cancellation of the registration of a W/BBL Team's player; and/or
  - (xi) the imposition of any other sanctions or conditions that the Commissioner, in his/her absolute discretion, considers appropriate.
- (e) The minimum penalty for a breach of these Rules in respect of rules 3.1 (W/BBL Contracting Embargo Period), 9.2(d), (h) and (i) (W/BBL Salary Cap breaches), 11.3(e), 11.4(e) (ASA breaches) and 13(a) (Other Payments by Third Parties) will be a fine of \$150,000.
- (f) Any fine imposed on a W/BBL Team must be paid to CA within seven (7) days of the decision of the CA Code of Conduct Commissioner.

### **17.3 Head of Integrity Discretion**

- (a) If the Head of Integrity determines that a breach of these Rules (other than a breach of a rule referred to in rule 17.2(a) above) has occurred, he/she may impose any one or more of the following penalties:
  - (i) the issue of a warning or an official reprimand;
  - (ii) the imposition of a fine (but not exceeding \$50,000);

- (iii) the imposition of a wholly or partially suspended fine on such conditions and for such period of operation as the Head of Integrity, in his/her absolute discretion, considers appropriate (but not exceeding \$50,000);
  - (iv) the deduction of Competition Points (including Competition Points that are yet to be earned), either for the Season in which the breach was found to have occurred or for a subsequent Season or Seasons;
  - (v) the whole or partial suspension of the deduction of Competition Points (including Competition Points that are yet to be earned), either for the Season in which the breach was found to have occurred or for a subsequent Season or Seasons;
  - (vi) the exclusion of a W/BBL Team from participation in:
    - (A) a Qualifying W/BBL match;
    - (B) a Finals Match; or
    - (C) the W/BBL, or specified part of the W/BBL,
 either for the Season in which the breach was found to have occurred or for a subsequent Season or Seasons;
  - (vii) the relegation of a W/BBL Team in the final W/BBL ladder;
  - (viii) the stripping of any title or honour conferred on a W/BBL Team in respect of its participation in the W/BBL;
  - (ix) the deduction of any prize money awarded to a W/BBL Team in respect of its participation in the W/BBL from any amounts payable to a W/BBL Team by CA;
  - (x) the refusal to register, or the suspension or cancellation of the registration of a W/BBL Team Player; and/or
  - (xi) the imposition of any other sanctions or conditions that the Head of Integrity, in his/her absolute discretion, considers appropriate.
- (b) Any fine imposed on a W/BBL Team must be paid to CA within seven (7) days of the decision of the Head of Integrity.
  - (c) Where the Head of Integrity has the power under rule 16.3(a) to determine whether a breach of these Rules has occurred (and any applicable sanction), he/she may in his/her absolute discretion elect to instead refer the determination of whether a breach has occurred (and any applicable sanction) to the CA Code of Conduct Commission. If the Head of Integrity elects to make such a reference to the CA Code of Conduct Commission, the CA Code of Conduct Commission shall deal with the matter in accordance with rule 17.2 (b), (c), (d) and (f) above (however the CA Code of Conduct Commission may only impose a fine up to the maximum set out in 16.3(a)(ii)).

## **18 Definitions and Interpretation**

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### **18.1 Interpretation**

- (a) Unless the contrary intention is shown, words used in these Rules have the same meaning ascribed to them in the MOU.
- (b) A reference in these Rules to a particular time is a reference to the time in Melbourne.
- (c) If a date referred to in these Rules falls on a weekend or a public holiday, the relevant event shall be required to occur on the next business day.

- (d) Where the term “W/BBL” is used, the relevant rule will apply to both the WBBL and BBL uniquely and separately.

## 18.2 Definitions

**“ACA”** means Australian Cricketers’ Association Incorporated.

**“Additional Services”** means, in respect of a Player, any payment, consideration, advantage or other benefit directly or indirectly given or provided to, or applied for the benefit of, the Player or any Player Associate in consideration of the provision by a Player of bona fide full-time, part-time, casual or short-term:

- (a) employment;
- (b) marketing services; or
- (c) other services or rights (including the provision of coaching services),

other than any employment or services for which payments are received under a W/BBL Player Contract, a State Player Contract, a State Match Contract (including a CA XI team), a Rookie Contract or a CA Player Contract.

**“Agreement”** means any contract, agreement, arrangement or understanding, whether formal or informal, whether or not having any legal force or effect and whether by way of variation of an existing arrangement or otherwise.

**“Approved Australian Resident”** means a player whom:

- (a) is an Australian permanent resident (or has been granted Australian permanent residency subject to satisfying health and medical criteria); or
- (b) is an Australian citizen; and
- (c) is deemed to qualify because CA and the ACA are satisfied they are dedicated to becoming eligible to represent Australia under ICC Eligibility Regulations, National Qualification Criteria and will not seek or agree to represent any other ICC Full Member.

**“Australian Player”** means any player who is announced by CA as holding a CA Player Contract on the date of the announcement of the CA Contracted Player List for the upcoming Contract Year, or any player who receives a contract upgrade to a CA Player Contract in that upcoming Contract Year.

**“ASA”** has the meaning given in Rule 11.1(b).

**“ASA Payments”** means any payment, consideration, advantage or other benefit provided to a Player or Player Associate under an ASA.

**“ASA Summary Template”** means the document that must be used by W/BBL Teams to notify CA in relation to any ASAs, the form of which shall be provided to W/BBL Teams by CA from time to time.

**“BBL”** means the Big Bash League Twenty20 competition organised and administered by CA.

**“BBL Development Rookie”** means a person approved by CA in accordance with rule **Error! Reference source not found.** who is a party to a BBL Development Rookie Contract.

**“BBL Development Rookie Contract”** means a contract between a BBL Team and a BBL Development Rookie in the form agreed between CA and the ACA.

**“BBL Development Rookie Retainer Amount”** means the retainer amount that must be paid to a BBL Development Rookie under a BBL Development Rookie Contract.

**“BBL Premier/Grade Cricket Rookie”** means a person approved by CA in accordance with rule 9.10 who is a party to a BBL Premier/Grade Cricket Rookie Contract.

**“BBL Premier/Grade Cricket Rookie Contract”** means a contract between a BBL Team and a BBL Premier/Grade Cricket Rookie in the form provided by CA.

**“BBL Premier/Grade Cricket Rookie Retainer Amount”** means the retainer amount that must be paid to a BBL Premier/Grade Cricket Rookie under a BBL Premier/Grade Cricket Rookie Contract.

**“BBL Team Squad”** means the squad of 18 Players contracted by a BBL Team who are eligible to play for the BBL Team at any one time.

**“CA Code of Conduct”** means the Cricket Australia Code of Conduct.

**“CA Player Contract”** means a player contract between CA and a CA contracted player.

**“Competition Points”** means competition points awarded to a W/BBL Team during a Season.

**“Continuing ASA”** has the meaning given in Rule 11.1.

**“Contract Year”** means the period from 1 July to 30 June in any year (unless otherwise instructed by Cricket Australia and agreed with the ACA).

**“Cricket Activities”** has the meaning given in the Parental Leave Policy.

**“Finals Match”** means any preliminary final, quarter-final, semi-final or final (or any other type of ‘finals’ match) that takes place at the completion of the home and away W/BBL matches to decide the winner and runner-up of the W/BBL in the relevant Season, and includes any W/BBL matches to determine other final positions in the W/BBL (e.g. a play-off match to decide the W/BBL team which finishes 3<sup>rd</sup> and 4<sup>th</sup>).

**“Head of Integrity”** means the person appointed by CA to that position or equivalent from time to time, including any person acting in such role.

**“Home Board”** means an ICC full member, other than CA.

**“Home Contracted Overseas Player”** has the meaning given in Rule 4.4(a).

**“ICC”** means International Cricket Council.

**“ICC Player Eligibility Regulations, National Qualification Criteria”** means the regulations approved and published by the ICC creating the criteria relating to a player’s eligibility on the basis of nationality in International Matches and ICC Events, as they exist from time to time.

**“Independent Medical Officer”** means the person appointed by CA to that position from time to time under Rule 6.2.

**“International Match”** has the meaning in the ICC Player Eligibility Regulations (updated by the ICC from time to time).

**“Investigations Manager”** means the person appointed by CA to that position from time to time under Rule 12.1.

**“Local Replacement Player”** means a player who is not:

- (a) an Overseas Player; or
- (b) a Player contracted to any W/BBL Team pursuant to a W/BBL Player Contract (which, for the avoidance of any doubt, does not include Overseas Players).

**“Local Replacement Player Contract”** means a player contract entered into between a W/BBL Team and a Local Replacement Player in the form set out in Schedule A to the MOU.

**“Match Payments”** means the match payments to be paid to Local Replacement Players in accordance with rule 6.7.

**“Marquee Player Restrictions”** means the restrictions contained at rule 2.4.

**“Medical Certificate”** means a certificate in the form set out in Schedule 4.

**“Minimum Retainer Amount”** means the minimum retainer amount that must be paid to a Player under a W/BBL Player Contract (excluding Overseas Players contracted pursuant to a W/BBL Overseas Player Contract and Local Replacement Players contracted pursuant to a W/BBL Replacement Player Contract) as prescribed in the MOU.

**“Minimum Spend Amount”** means the minimum amount that a W/BBL Team must spend from the W/BBL Salary Cap on W/BBL Player contract retainers for the relevant Contract Year.

**“MOU”** means the current Memorandum of Understanding entered into between CA and the ACA.

**“National Cricket Federation”** means a national or regional entity which is a member of or is recognised by the ICC as the entity governing the sport of cricket in a country (or collective group of countries associated for cricket purposes).

**“NOC”** means a “No Objection Certificate” in a form acceptable to CA that a Contracted Overseas Player must obtain from his/her Home Board, which includes, amongst other matters, confirmation that the Home Board is prepared to release the Player to play in the BBL and the dates in respect of which the Player is released by the Home Board to play in the W/BBL.

**“Non-Playing Job”** has the meaning given in the Parental Leave Policy.

**“Non-W/BBL Injury”** means any injury sustained by an Overseas Player other than a W/BBL Injury.

**“Overseas Player”** means a person:

- (a) who is not eligible to represent Australia under the ICC Player Eligibility Regulations, National Qualification Criteria, unless the person is deemed to be an Approved Australian Resident; or
- (b) who has participated in an International Match for any other ICC Full Member during the immediate preceding 3 years, unless the person is deemed to be an Approved Australian Resident; or
- (c) who is the subject of a current Overseas Player Registration Request in accordance with the State Contracting & Remuneration Rules.

**“Overseas Player Availability Matrix”** means the document referred to in rule 4.5 which describes the respective availabilities of Overseas Players to play W/BBL matches for a W/BBL Team.

**“Overseas Player Registration Request”** has the meaning given in the State Contracting & Remuneration Rules.

**“Parental Leave”** has the meaning given in the Parental Leave Policy.

**“Parental Leave Policy”** means the Player Parental Leave And Return to Work Policy pursuant to MOU Article 2.8 as set out in Schedule L of the MOU.

**“Player”** means a player contracted to play for a W/BBL Team pursuant to a W/BBL Player Contract.

**“Player Associate”** includes any of the following:

- (a) any relative of a Player;
- (b) the spouse or partner (legal or de facto) of a Player or any of his or her relatives;
- (c) a corporation where:
  - (i) the Player or a person referred to in sub-paragraph (a) or (b) has, or two or more such persons together have, a direct or indirect beneficial interest in shares in the corporation, or an entitlement thereto, where the nominal value of those shares is not less than 10% of the nominal value of all issued shares of the corporation falling within the same class;
  - (ii) the corporation is, or the directors are, accustomed or under an obligation, whether formal or informal, to act in accordance with the directions, instructions or wishes of the Player, or of another person or corporation who or which is an associate of the Player by virtue of another sub-paragraph of this definition; or
  - (iii) the Player is, or a person or persons who are associates of the Player by virtue of another sub-paragraph of this definition is or are, in a position to cast or control the casting of, more than 50% of the maximum number of votes that might be cast at a general meeting of the corporation.
- (d) a body corporate which is related to a corporation referred to in sub-paragraph (c) above within the meaning of s.50 of the Corporations Act (2001) (Cth).
- (e) a director, secretary, or officer of a corporation referred to in sub-paragraph (c) or (d) above.
- (f) a partner of the Player of any partnership which the Player or any person referred to in sub-paragraphs (a), (b), (c) or (d) above is a member.
- (g) a trustee of a trust estate where the Player, or another person who is an associate of the Player by virtue of another sub-paragraph of this definition, benefits or is capable (whether by the exercise of a power of appointment or otherwise) of benefiting under the trust, either directly or through any interposed companies, partnerships or trusts.
- (h) any person who is or was acting, or who proposes to act, on behalf of or in concert with the Player.

**“Player Payments Pool”** has the meaning given in the MOU.

**“Pregnant Player”** has the meaning given in the Parental Leave Policy.

**“Primary Overseas Player”** means an Overseas Player who is nominated by his/her W/BBL Team pursuant to rule 4.6(a).

**“Pro Rata Minimum Retainer Amount”** means the Minimum Retainer Amount, adjusted on a pro rata basis in proportion to the number of the W/BBL Team’s W/BBL Matches during which a Replacement Overseas Player is a member of the W/BBL Team’s Squad.

**“Qualifying W/BBL Match”** means any W/BBL match that is not a Finals Match.

**“Relocation Expenses”** means the reasonable (as determined by CA in its absolute discretion) costs or expenses paid by any State Association or W/BBL Team to assist Players in their relocation to a new State or to Australia.

**“Replacement Overseas Player”** means an Overseas Player who replaces another Overseas Player as part of a W/BBL Team Squad in accordance with these Rules.

**“Season”** means the period of time in each Contract Year during which the W/BBL takes place.

**“State Association”** has the meaning given in the MOU.

**“State Player Allocation”** has the meaning given in the MOU.

**“Statutory Declaration”** means a statutory declaration that declares that a W/BBL Team has complied with these Rules and that all Player payment information (including information on ASAs) provided to CA is a true, complete and accurate record of all payments made to its Players in respect of the relevant Season, the form of which shall be provided to W/BBL Teams by CA from time to time.

**“Team Participation Agreement”** means an agreement entered into between CA and a State Association in relation to the grant to a State Association of a right to operate a W/BBL Team to participate in the W/BBL.

**“Terminated Player”** means a Player whose W/BBL Player Contract has been terminated in the circumstances described in rules 4.6(g) or 4.6(h) (as applicable).

**“Unavailable”** has the meaning described in rule 4.6(d).

**“WBBL”** means the Women’s Big Bash League Twenty20 competition organised and administered by CA.

**“W/BBL Commercial & Operations Manager”** means the person appointed by CA to that position from time to time.

**“W/BBL Competition Period”** means, for each Contract Year, the period beginning on the date that is the later of:

- (a) in respect of the BBL:
  - (i) 7 days prior to the first official match played by the W/BBL Team in the BBL; and
  - (ii) the day after the last Sheffield Shield Match or Domestic One Day Match in which the Player participates (if selected in the final 12) prior to the first official match played by the W/BBL Team in the W/BBL,

- (b) in respect of the WBBL, 7 days prior to the first official match played by the W/BBL Team in the WBBL,

and ending on the day after the completion of the last official match played by the W/BBL Team in the W/BBL.

**“W/BBL Contracting Embargo Period”** means the period commencing from the start of the W/BBL Final and ending at 9.00 am on the W/BBL Contracting Start Date or as otherwise notified by CA to W/BBL Teams and reasonably agreed by the ACA.

**“W/BBL Contracting End Date”** means such date notified to W/BBL Teams by CA at the end of the W/BBL Contracting Embargo Period and reasonably agreed by the ACA, which must be no later than the date which is 7 days prior to the first scheduled W/BBL match in the relevant Season.

**“W/BBL Contracting Start Date”** means such date notified to W/BBL Teams by CA at the end of the W/BBL Contracting Embargo Period and reasonably agreed by the ACA.

**“W/BBL Injury”** means an injury sustained by an Overseas Player whilst performing his/her obligations under his/her W/BBL Player Contract.

**“W/BBL Overseas Player Contract”** has the meaning given in Article 1 of the MOU.

**“W/BBL Player Allocation”** means the proportion of the Player Payments Pool and of the State Player Allocation that is committed to W/BBL Teams each Season in accordance with the MOU.

**“W/BBL Player Contract”** means a player contract entered into between a W/BBL Team and a Player under the General Conditions or W/BBL Overseas Player Contract.

**“W/BBL Player Payments Amount”** means any remuneration paid, or deemed by CA to have been paid, by a W/BBL Team or W/BBL Team Associate to its Players in respect of any Season for the performance of services as professional cricketers under W/BBL Player Contracts, which, for the avoidance of any doubt, may include:

- (a) ASA Payments made to Players which do not meet the criteria described in Rule 11.2;
- (b) Relocation Expenses paid or reimbursed to Players which do not meet the requirements of Rule 9.9 and 14; and
- (c) any other payments which CA deems should be treated as forming part of the remuneration payable to a Player for the performance of services as a professional cricketer under his W/BBL Player Contract.

**“W/BBL Round 1 Contracting Date”** means such date notified to W/BBL Teams by CA each year.

**“W/BBL Salary Cap”** means the total of the aggregate amount that a W/BBL Team may spend in any Contract Year on retainer payments to Players in a W/BBL Team Squad at any time during that Contract Year (including Replacement Overseas Players) in accordance with these Rules.

**“W/BBL Team”** means any State Association that has been granted rights to operate a team that is entitled to participate in the W/BBL under the terms of a Team Participation Agreement entered into with CA, which, as at 1 August 2017 includes the following:

- (a) Adelaide Strikers;
- (b) Brisbane Heat;
- (c) Hobart Hurricanes;
- (d) Melbourne Renegades;
- (e) Melbourne Stars;
- (f) Perth Scorchers;
- (g) Sydney Sixers; and
- (h) Sydney Thunder.

**“W/BBL Team Associate”** includes, in respect of a State Association or that State Association’s W/BBL Team, any of the following:

- (a) a director, secretary or officer of that State Association or W/BBL Team;
- (b) any commercial partner, sponsor or supplier of that State Association or W/BBL Team or commercial partner, sponsor or supplier of a W/BBL Team Associate as defined under sub-paragraphs (d)-(g) inclusive;
- (c) a director, secretary or officer of any W/BBL Team Associate as defined under sub-paragraphs (e)-(h) inclusive;
- (d) any member clubs of that State Association;
- (e) any body corporate that is related to that State Association or W/BBL Team within the meaning of s.50 of the Corporations Act (2001) (Cth) and any director, secretary or officer of that related body corporate;
- (f) a partner of that State Association or W/BBL Team or a partnership in which that State Association or W/BBL Team is a member;

- (g) a trustee of a trust estate where that State Association or W/BBL Team, or another person who is a W/BBL Team Associate by virtue of another sub-paragraph of this definition, benefits or is capable (whether by the exercise of a power of appointment or otherwise) of benefiting under the trust, either directly or through any interposed companies, partnerships or trusts;
- (h) a corporation:
  - (i) in which that State Association, or a person who is a W/BBL Team Associate by virtue of another sub-paragraph of this definition, has a direct or indirect beneficial interest in shares in the corporation, or an entitlement thereto, where the nominal value of those shares is not less than 10% of the nominal value of all issued shares of the corporation falling within the same class;
  - (ii) where the corporation is, or its directors are, accustomed or under an obligation, whether formal or informal, to act in accordance with the directions, instructions or wishes of that State Association or W/BBL Team or of another person who is a W/BBL Team Associate by virtue of another sub-paragraph of this definition; or
  - (iii) that State Association or W/BBL Team is, or persons who are W/BBL Team Associates by virtue of another sub-paragraph of this definition are, in a position to cast, or control the casting of, more than 50% of the maximum number of votes that might be cast at a general meeting of the corporation; or
- (i) any person who is or was acting, or who proposes to act, on behalf of or in concert with that State Association or W/BBL Team.

**“WBBL Team Squad”** means the squad of 15 Players contracted by a WBBL Team who are eligible to play for the WBBL Team at any one time.

**“W/BBL Technical Committee”** means the committee formed by CA for the purposes described in these Rules.

**“W/BBL Trade Period”** means the period or periods notified to W/BBL Teams by CA at the end of the W/BBL Contracting Embargo Period and reasonably agreed by the ACA.

**Statutory Declaration by Player**

I, \_\_\_\_\_ of  
Player's Full name

\_\_\_\_\_,  
Player's Residential Address

**do solemnly and sincerely declare as follows:**

1. I have signed a contract ("**My W/BBL Contract**") with [insert name of State Association contracting W/BBL player] ("**State Association**") to be a contracted cricketer representing the [insert W/BBL Team] for the [insert season/s e.g. 2018/19] W/BBL season/s.
  2. A true and complete copy of My W/BBL Contract is attached to this Statutory Declaration.
  3. Neither I, nor to the best of my knowledge any party associated with me, has entered into any agreement, arrangement or understanding with any party for the provision of any payment, benefits or other advantages to me (or any party associated with me) as an incentive for me to enter My W/BBL Contract or for the performance of my obligations pursuant to My W/BBL Contract, other than:
    - (a) payments specifically prescribed by the terms of My W/BBL Contract, the MOU or any CA or State Contract (including a CA XI team); or
    - (b) an agreement, arrangement or understanding for the bona fide provision of additional services or granting of additional rights (i.e., services or rights not required to be performed or granted by me under My W/BBL Contract) in consideration for payments, benefits or other advantages which I believe fairly represent the market value of those additional services or rights.
  4. In this Statutory Declaration:
    - (a) "**CA or State Contract**" means any of the standard form playing or marketing contracts incorporated as part of the MOU or agreed between Cricket Australia and Australian Cricketers' Association Inc., which are entered with Cricket Australia or the State Association; and
    - (b) "**MOU**" means the agreement between the ACA (for and on behalf of itself, the Player and other members of the ACA) and CA (for and on behalf of itself and its members, being the six State cricket associations), as amended from time to time in writing and executed by CA and the ACA.
-

**I acknowledge that this declaration is true and correct and I make it in the belief that a person making a false declaration is liable to the penalties of perjury.**

**Declared at** \_\_\_\_\_ **in the State of** \_\_\_\_\_  
Suburb/Town

this \_\_\_\_\_ day of \_\_\_\_\_  
Month Year

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Player's Signature

Before me: \_\_\_\_\_

Print Name: \_\_\_\_\_

Qualification: \_\_\_\_\_

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## Player Transfer Form

The \_\_\_\_\_ W/BBL Team ("**W/BBL Team 1**"), a division of

\_\_\_\_\_ ("**State Association 1**")

Legal name of State Association

agrees to transfer

\_\_\_\_\_ ("**Player 1**")

\_\_\_\_\_ ("**Player 2**")

\_\_\_\_\_ ("**Player 3**")

to the \_\_\_\_\_ W/BBL Team ("**W/BBL Team 2**"), a division of

\_\_\_\_\_ ("**State Association 2**")

Legal name of State Association

in exchange for

\_\_\_\_\_ ("**Player 4**")

\_\_\_\_\_ ("**Player 5**")

\_\_\_\_\_ ("**Player 6**")

State Association 1 (including W/BBL Team 1), State Association 2 (including W/BBL Team 2) and each of the Players listed on this Form:

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- (a) in so far as the matters below relate to each of them:
- (i) acknowledge and agree that they are bound by rule 3.4 of the Rules;
  - (ii) declare that the transfer of Players as set out on this Form has occurred in strict compliance with rule 3.4 of the Rules;
  - (iii) request that Cricket Australia record the above transfer of Players in accordance with rule 3.4 of the Rules;
- (b) agree that, without affecting any accrued rights or remedies of either party, any existing W/BBL Player Contract between the Player and the State Association seeking to transfer the Player from its W/BBL Team ("**Transferring State Association**") shall terminate with effect from the time this form is signed and lodged with Cricket Australia; and
- (c) acknowledge that the Player and the State Association seeking to have the Player transferred to its W/BBL Team ("**Receiving State Association**") have agreed on the terms of a new W/BBL Player Contract (including with respect to the applicable retainer and term) ("**New W/BBL Player Contract**"), which the Receiving State Association and the Player agree shall have immediate binding effect from the time this form is signed and lodged with Cricket Australia;
- (d) agree that if any Partial Payment Form (Schedule 4 to the Rules) has been completed and signed by the Transferring State Association, Receiving State Association and the Player, then the Transferring State Association and the Receiving State Association shall each be responsible for paying the Player the applicable portion of his/her retainer pursuant to the New W/BBL Player Contract as specified in the Partial Payment Form, together with any statutory superannuation on the applicable portion of the Player's retainer, and the Transferring State Association shall be a party to the New W/BBL Player Contract with immediate binding effect from the time this form is signed and lodged with Cricket Australia, solely for the purpose of giving effect to these payment obligations.

**Signed, sealed and delivered as a Deed**

---

Executed for and on behalf of **State Association 1** by an authorised representative in the presence of:

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Executed for and on behalf of **State Association 2** by an authorised representative in the presence of:

(Witness)

(Witness)

---

(Date)

---

(Date)

---

---

Executed by **Player 1** in the presence of:

(Witness)

---

(Date)

---

---

Executed by **Player 2** in the presence of:

(Witness)

---

(Date)

---

---

Executed by **Player 3** in the presence of:

(Witness)

---

(Date)

---

---

Executed by **Player 4** in the presence of:

(Witness)

---

(Date)

---

---

Executed by **Player 5** in the presence of:

(Witness)

---

(Date)

---

---

Executed by **Player 6** in the presence of:

(Witness)

---

(Date)

---

Lodged with **Cricket Australia** on \_\_\_\_\_ at \_\_\_\_\_ (time)

Signed \_\_\_\_\_

For and on behalf of **Cricket Australia**

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**Partial Payment Form**

The \_\_\_\_\_ W/BBL Team ("**W/BBL Team 1**"), a division of

\_\_\_\_\_ ("**State Association 1**");

Legal name of State Association

and

the \_\_\_\_\_ W/BBL Team ("**W/BBL Team 2**"), a division of

\_\_\_\_\_ ("**State Association 2**")

Legal name of State Association

and

\_\_\_\_\_ ("**Player**")

agree that W/BBL Team 1 and W/BBL Team 2 will split the responsibility to pay the aggregate retainer

amount payable to the Player in respect of the \_\_\_\_\_ (Year) W/BBL Season.

The aggregate retainer amount for the Player will be \_\_\_\_\_ ("**Retainer Amount**") with

State Association 1 (on behalf of W/BBL Team 1) paying \_\_\_\_\_ (together with any statutory superannuation payable on that amount); and

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State Association 2 (on behalf of W/BBL Team 2) paying \_\_\_\_\_ (together with any statutory superannuation payable on that amount).

State Association 1 (including W/BBL Team 1), State Association 2 (including W/BBL Team 2) and the Player listed on this Form (in so far as the matters below relate to each of them):

- (a) request that Cricket Australia record the above part payment of the Player's Retainer Amount and include the respective Payments in each W/BBL Team's W/BBL Salary Cap in accordance with rule 3.4 of the Rules;
- (b) acknowledge and agree that they are bound by terms relating to the W/BBL Trade Period in rule 3.4 of the Rules;
- (c) declare that the part payment of the Player's Retainer Amount as set out on this Form will occur in strict compliance with rule 3.4 of the Rules; and
- (d) acknowledge and agree that the obligations of State Association 1 and State Association 2 to make the payments described above are legally binding.

\_\_\_\_\_  
Signed for and on behalf of **State Association 1** by an authorised representative in the presence of:

(Witness)  
\_\_\_\_\_

(Date)  
\_\_\_\_\_

\_\_\_\_\_  
Signed for and on behalf of **State Association 2** by an authorised representative in the presence of:

(Witness)  
\_\_\_\_\_

(Date)  
\_\_\_\_\_

\_\_\_\_\_  
Signed by the **Player** in the presence of:

(Witness)  
\_\_\_\_\_

(Date)  
\_\_\_\_\_

Lodged with **Cricket Australia** on \_\_\_\_\_ at \_\_\_\_\_ (time)

Signed \_\_\_\_\_

For and on behalf of **Cricket Australia**  
\_\_\_\_\_



## W/BBL MEDICAL CERTIFICATE



PLAYER INFORMATION			
Name			
W/BBL Team			
Date of Birth			
MEDICAL INFORMATION			
Date of injury or illness (or when first presented if overuse condition)			
Brief Clinical Summary			
Diagnosis			
Supporting Documentation Attached	Imaging Report <input type="checkbox"/>	Operation Report <input type="checkbox"/>	Not Applicable <input type="checkbox"/>
Estimated Return to W/BBL			
TREATING DOCTOR			
Name			
Signature			
Date			
Contact Number			
Email Address			

## Schedule 5 – Template Non-Binding Contracting Correspondence

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Dear [Player],

[Insert Club] intends to enter into negotiations with you from the [Insert Relevant Season] W/BBL Contracting Start Date (to be advised by Cricket Australia after W/BBL Final) with regard to a [x] year contract to play cricket for the [Insert Club] from 1 July [Insert Relevant Year], based on a retainer of [x] for [Insert Relevant Season/s]. However, we aren't able to offer you a contract or provide any binding commitment to you at this stage as the W/BBL Contracting Rules prevent us from doing so until after the W/BBL Contracting Start Date for [Insert Relevant Season].

This email is not binding, is of no legal effect whatsoever and does not create any commitment on you, the State Association, [Insert Club], or Cricket Australia. Any representations made in this correspondence should not be relied upon and you are free to have other non-binding discussions with other Clubs in a similar way to this email, and negotiate and accept any other offer after the [Insert Relevant Season] W/BBL Contracting Start Date.

We will provide you with any further details following the W/BBL Contracting Start Date for the [Insert Relevant Season] season.

Regards,

[Insert name]

State High Performance Manager / BBL General Manager

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## Schedule 6 – W/BBL Team Announcement Process

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1. For BBL: Each BBL Team must announce a matchday squad of no fewer than 13 players from their current BBL Team Squad of 18 Players prior to each match, including for any Finals Match.
2. For WBBL: Each WBBL Team must announce a matchday squad of no fewer than 13 players from their current WBBL Team Squad of 15 Players prior to each match, including for any Finals Match.
3. For both BBL and WBBL, if a team has matches scheduled on consecutive days, the same matchday squad can be announced for both matches with the approval of the League. The announcement must clearly state the matches for which the squad announcement applies. Should changes to the squad be made, a new squad announcement must be issued.
4. Subject to item 4 below, no changes to the 18-player BBL Team Squad or 15-player WBBL Team Squad for an upcoming match (including for any Finals Match) will be authorised after 6pm (ADT) the day before the match in which they are expected to play.
5. Upon becoming aware that a late change to the announced Overseas Player/s need/s to be requested, the W/BBL Team must immediately call the Chair of the W/BBL Technical Committee to request the change, provide reasons for same and nominate a new Overseas Player for inclusion subject to the following process:
  - (a) the Chair of the W/BBL Technical Committee will consider the request in consultation with other members of the W/BBL Technical Committee;
  - (b) the new Overseas Player must be a Player that was already contracted to the W/BBL Team in accordance with the W/BBL Rules before 6pm the day prior to the match.
  - (c) in its sole discretion, the W/BBL Technical Committee will either provisionally approve or disapprove the requested change;
  - (d) if the requested change is provisionally approved by the W/BBL Technical Committee, the Chair of the W/BBL Technical Committee will notify the opposing W/BBL Team (GM, Team Manager or Coach) immediately once it is practical to do so and the W/BBL Team that requested the change must issue a new media advisory (can be via W/BBL Team social channels) advising of the approved change;
  - (e) in the case of injury or illness:
    - i. the W/BBL Team will need to provide a Medical Certificate by 6pm (ADT) the next day following the match. The medical certificate will be forwarded to the W/BBL Independent Medical Officer for verification;
    - ii. if, in the opinion of the W/BBL Independent Medical Officer, the Medical Certificate is satisfactory, no further action will be required;
    - iii. if the W/BBL Technical Committee deem necessary, the Chair of the W/BBL Technical Committee may request further information or documentation be provided in order to inform the W/BBL Technical Committee of all the relevant facts relating to the requested change by the W/BBL Team; and
    - iv. if any questions arise in relation to the Medical Certificate, the W/BBL Technical Committee will be guided by the advice of the W/BBL Independent Medical Officer; and if, in the opinion of the W/BBL Independent Medical Officer, the Medical Certificate or further information or documentation provided is not satisfactory, the W/BBL Team shall be in breach of its obligations under the W/BBL Rules and may be subject to the penalties for non-compliance set out in Rule 16 of the W/BBL Rules.

For the avoidance of doubt, nothing in this item 4 is intended to allow a W/BBL Team to contract a new Replacement Overseas Player or Local Replacement Player to play in that match.

6. For the avoidance of doubt, if there is any inconsistency between this Annexure 1: W/BBL Squad Announcement Process and the W/BBL Player Contracting and Remuneration Rules, to the extent of any inconsistency, the W/BBL Player Contracting and Remuneration Rules will prevail.
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