

FOOTBALL VICTORIA

PRIVATE-FOR-PROFIT ACADEMY

REGULATIONS 2027



BACKGROUND

Under the Football Victoria (FV) Rules of Competition, Clubs are prohibited from maintaining a relationship with a Private-For-Profit Academy (PFPA). To provide greater clarity and assist Clubs in meeting their obligations, FV has developed new Private-For-Profit Academy Regulations outlining the requirements for compliance.

FV recognises the important role that community clubs play in providing affordable, inclusive and accessible football opportunities. The increasing commercialisation of junior football through relationships between FV Member Clubs (Clubs) and PFPAs has created governance, safeguarding, financial and integrity risks, while also contributing to increased participation costs and disputes regarding player development outcomes. These Regulations have been developed to preserve the community-based club model, protect participants and families, and ensure football pathways operate in a transparent, equitable and sustainable manner.

REGULATIONS EFFECTIVE

These Regulations come into effect on 1 January 2027. From that date, all Clubs must comply with these Regulations, irrespective of when any relationship, arrangement or agreement with a PFPA was established.

PRIVATE-FOR-PROFIT ACADEMY (PFPA)

A **PFPA** means any person, business or company, whether directly or indirectly:

- a) provides football coaching, training, talent identification, player development or pathway services for a fee or other commercial benefit; and
- b) operates as a commercial enterprise or for the purpose of generating profit or financial gain; and
- c) is not a Club or Football Australia affiliated entity.

In determining whether an entity is a PFPA, FV may have regard to any relevant matter, including whether the entity:

- charges fees for football training, coaching or player development programs;
- offers or promotes player pathway, talent identification or representative opportunities;
- forms, selects or manages teams for participation in matches, tournaments, showcases, tours or football competitions; or
- conducts football activities independently of a Club whilst obtaining access, directly or indirectly, to FV competitions, pathways, community funded facilities or other benefits through a Club.

The substance of an arrangement shall prevail over its name, structure or description.

PROGRAM PROVIDER

A **Program Provider** means a person, business or other entity engaged by a FV Club to deliver specific football-related services on behalf of, and under the direction and control of, the Club.

A Program Provider:

- a) must provide services that are supplementary to and integrated within the Club's football program;
- b) must not independently operate, administer or promote a football program that competes with or substitutes for the Club's football program;
- c) must not control player registration, team selection, football operations or strategic football decision-making of the Club; and
- d) must not otherwise meet the definition of a Private-For-Profit Academy.

Examples of Program Providers include providers of:

- skills acquisition programs;
- goalkeeper coaching;
- strength and conditioning services;
- sports science services; and
- specialist coaching services.

Predominance Test

A Program Provider will be deemed to be a PFPA where FV determines that the provider's role, influence, branding, operational control, player recruitment activities, financial arrangements or public promotion exceeds that of a supplementary service provider and effectively constitutes the operation of a football program or football club.

AVOIDANCE OF DOUBT

FV may determine that an entity is a PFPA, or that a relationship exists between a Club and a PFPA, having regard to the substance, effect and practical operation of the arrangement, regardless of how the arrangement is described by the parties.

THE ISSUE THESE REGULATIONS SEEK TO ADDRESS

FV's primary concern is where a PFPA effectively operates as a football club, or gains access to FV competitions and pathways through an affiliated Club, without being subject to the same affiliation, governance, financial and community obligations as Clubs.

This creates an uneven operating environment in which commercial entities may obtain the benefits of participation in the FV ecosystem, including access to:

- FV competitions and pathways.
- Community club structures and memberships.
- Volunteer resources and support networks.
- Publicly funded sporting facilities and infrastructure.

without being subject to the same regulatory, governance, safeguarding and not-for-profit obligations as Clubs.

These Regulations have been introduced to protect the integrity of community football, promote good governance, ensure equitable operating conditions for all participants, and preserve the community club model, which is founded on participation, affordability, inclusion and connection to local communities.

REGULATIONS

The following Regulations govern the relationship between FV (FV) Clubs (Club) and any Private-For-Profit Academy (PFPA) or Program Provider. For the purposes of these Regulations, a PFPA and a Program Provider are collectively referred to as a **Third-Party Supplier (TPS)**.

Club Governance

No director, committee member, office bearer, or other person holding a governance position within a Club, whether elected or appointed, shall:

- a) hold a governance, management, ownership or employment position with a TPS engaged by the Club; or
- b) have any involvement in the management, operation or delivery of football programs conducted by a TPS on behalf of the Club.

Any actual, potential or perceived conflict of interest between a Club and a TPS must be disclosed and managed in accordance with the Club's governance obligations.

Communication with FV

A TPS or its representatives shall not communicate, correspond with, or otherwise engage directly with FV on behalf of a Club.

All communications relating to the Club operations, competitions, registrations, disciplinary matters, compliance, or any other FV matter related directly to the Club must be undertaken by an authorised representative of the Club.

Facility Use and Leasing Arrangements

A Club must not sub-lease, licence, assign or otherwise grant a TPS use of facilities allocated to the Club or independently occupy, control or operate football activities allocated to the Club.

This prohibition applies irrespective of whether the facility is publicly owned, council-owned, privately owned, leased, licensed or otherwise occupied by the Club.

Where a TPS conducts its own football activities or programs, the TPS must enter into a separate agreement directly with the relevant landowner, facility owner or venue operator.

A Club must not include or represent TPS operations as part of any facility use agreement, lease, licence agreement or service-level agreement entered into by the Club.

Where required, a Club must obtain the written approval of the relevant landowner before engaging a TPS to deliver services from the Club's facilities.

Registrations, Fees and Team Selection

All player registration fees, participation fees, coaching fees and any other fees associated with football activities conducted under the Club's football program must be paid directly to the Club.

A TPS must not collect, receive or process player fees on behalf of a Club.

A Club may remunerate a TPS for approved services in accordance with a written agreement between the parties.

A player's registration with, selection by, or participation in a Club must not be conditional upon enrolment in, attendance at, or payment for any TPS program.

A Club must retain sole responsibility for:

- a) player registration;
- b) player recruitment;
- c) player grading and selection;
- d) team allocation; and
- e) football-related decision-making.

Registration products, programs and activities setup through PlayFootball, DRIBL or any Club communication platform must not include the name, branding, logo or commercial identity of a TPS.

Club Identity and Branding

A Club's registered legal name must not include the word "**Academy**".

Nothing in these Regulations prevents a Club from operating an internal football development program under the Club's existing identity, including the use of descriptions such as:

[Club Name] Academy

provided the program remains wholly owned, controlled and operated by the Club.

A Club Academy program must not be presented, promoted or represented as being connected to, operated by, powered by, supported by, endorsed by, or conducted in partnership with a TPS.

Without limitation, the following descriptions are prohibited:

- [Club Name] Academy partnered with [TPS Name]
- [Club Name] Academy powered by [TPS Name]
- [Club Name] Academy together with [TPS Name]
- [Club Name] Academy x [TPS Name]
- [Club Name] Academy supported by [TPS Name]
- Any other description that may reasonably imply an affiliation, partnership, endorsement or commercial relationship between the Club Academy and a TPS.

A Club may display only the Club logo approved by FV and recognised through PlayFootball and DRIBL on playing apparel used in FV competitions.

TPS logos, branding, advertising or promotional material must not appear on:

- playing apparel;
- training apparel;
- club official apparel;
- other off-field apparel or
- any competition uniform worn in FV competitions.

All Clubs must participate in FV competitions wearing approved Club playing kits.

Promotion of Relationships with Third-Party Suppliers

A Club must retain ownership, control and oversight of all football programs conducted under its name.

A Club must not:

- a) display TPS advertising, promotional signage or branding at Club facilities, including clubrooms, grounds and training venues, without prior written approval from FV;
- b) publicly promote, endorse or advertise a TPS relationship through Club-owned websites, social media channels or other public communication platforms; or
- c) permit its name, logo, intellectual property or branding to be used by a TPS for promotional or marketing purposes.

Where a TPS publicly promotes, advertises or represents a relationship with a Club, the Club shall be responsible for ensuring compliance with these Regulations and may be held accountable for any resulting breach.

Examples of prohibited representations include:

- “Our partnership with [Club Name] provides players with access to FV competitions.”
- “Players selected into our program will represent [Club Name] during the winter season while remaining part of the [TPS Name] academy program.”
- Any statement that implies a TPS can provide access to Club registration, team selection, competition participation or player pathway opportunities.

Nothing in this provision prevents a Club from communicating with its members about a program being delivered by a TPS, provided:

- a) the communication is limited to existing Club members on a non-public channel;
- b) the communication is informational in nature; and
- c) the communication does not promote, endorse or imply a formal partnership, sponsorship or ownership of the Club’s football program by the TPS.

Entering Teams on Behalf of a TPS

A Club must not enter, register or field a team in any FV competition on behalf of, or for the benefit of, a TPS.

Without limitation, a Club must not:

- a) register players for the primary purpose of enabling a TPS to participate in FV competitions;
- b) enter a team that is selected, managed, controlled or operated by a TPS;
- d) represent or promote a team entered in a FV competition as being a TPS team; or
- e) facilitate access to FV competitions by a TPS through any arrangement that has the effect of circumventing these Regulations.

For the avoidance of doubt, all teams entered in FV competitions must be owned, controlled and operated by the Club and must form part of the Club's football program.

In determining whether a team is being entered on behalf of a TPS, FV may have regard to the substance and practical operation of the arrangement, including the team's branding, coaching structure, player recruitment, funding arrangements, administration and decision-making authority.

BREACHES AND SANCTIONS

Where FV determines that a Club has failed to comply with these Regulations, FV may impose one or more sanctions, including the suspension of Championship points accrual for all teams of the Club.

Where such a sanction is imposed, no team of the Club shall accrue Championship points until FV has confirmed that the breach has been rectified and the Club is compliant with these Regulations.

QUESTIONS RELATED TO THESE REGULATIONS

Questions related to the Regulations should be addressed to members@footballvictoria.com.au