FV PRIVATE-FOR-PROFIT ACADEMY REGULATIONS

Document Version Control

VERSION	PUBLISHED DATE	DETAILS	AUTHOR
1	14 September 2026	New regulations to support existing Rules of Competition	Member Services Team
2	15 November 2026	Amendments to sanctions provisions; alignment of these Regulations with the powers contained in the Club Compliance By-Law; formatting updates; and removal of the Third-Party Supplier definition and associated references.	Member Service Team

Policy Owner

Football Victoria (**FV**) Member Services Team

Review Date

30 September 2028

Related Documents

This Regulation should be read in conjunction with:

- Football Victoria Constitution
- Football Victoria Club Compliance By-Law
- Football Victoria Membership By-Law
- Relevant FV Advance Club Licence
- Relevant FV Rules of Competition
- Football Victoria Registration Regulations
- Football Victoria Competition Kit Guidelines
- Any other applicable Football Victoria rules, policies and regulations

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1. BACKGROUND AND PURPOSE

Under the Football Victoria (FV) Rules of Competition, Member Clubs (Clubs) are prohibited from maintaining a relationship with a Private-For-Profit Academy (PFPA). FV has developed these Private-For-Profit Academy Regulations to establish requirements governing relationships between Clubs, PFPA's and Program Providers to ensure greater clarity and to assist Clubs in meeting their obligations.

FV recognises the important role that Clubs play in providing affordable, inclusive and accessible football opportunities. The increasing commercialisation of junior football through relationships between Clubs and PFPAs has created governance, safeguarding, financial and integrity risks, while also contributing to increased participation costs and disputes regarding player development outcomes.

FV's primary concern is where a PFPA effectively operates as a football club or gains access to FV competitions and pathways through a Club. 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, affiliation, governance, financial, community, 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.

These Regulations are not intended to restrict legitimate football coaching businesses, commercial service providers, specialist coaching programs or player development activities operating independently of FV competitions. Their purpose is to regulate the circumstances in which such entities participate in, access or obtain the benefits of FV competitions through Clubs.

2. COMMENCEMENT

These Regulations come into effect on 1 January 2027.

3. SCOPE AND APPLICATION

These Regulations apply to any Club with, or entering, a team in any competition under the auspices of FV.

4. INTERPRETATION

These Regulations are to be interpreted in a manner that gives effect to their purpose and intent. Terms defined in the FV Constitution and associated By-Laws, Rules of Competition and the Grievance and Discipline Regulations shall have the same meaning in these Regulations unless the context otherwise requires.

5. DEFINITIONS

A **PFPA** means any person, business or other entity, that directly or indirectly:

a) provides football coaching, training, talent identification, player development or pathway services for a fee or other commercial benefit;

b) operates as a commercial enterprise or for the purpose of generating profit or financial gain;

c) is not a Club registered with a national football association (Member Association) affiliated with FIFA; and

d) oversees, materially makes decisions regarding, organises or facilitates the entry of teams into FV competitions via an existing Club and/or other competitions in their own name.

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

a) provides services that are supplementary to and integrated within the Club's football program;

b) does not independently operate, administer or promote a football program that competes with or substitutes for the Club's football program;

c) does not control player registration, team selection, football operations or strategic football decision-making of the Club;

d) does not take payments directly from Club participants for programs provided on behalf of the Club; and

e) does not otherwise meet the definition of a PFPA.

Examples of Program Providers include providers of skills acquisition programs, goalkeeper coaching, strength and conditioning services, sports science services and specialist coaching services.

Sister Club Relationship means a relationship between a Club and another football club registered with a national football association (Member Association) affiliated with FIFA, whether domestic or international, established primarily for football development, coach education, player development, cultural exchange, technical collaboration, community engagement or pathway opportunities, where the Club retains control of its football operations and participation in FV competitions.

6. DETERMINATIONS

FV may determine, acting reasonably, whether any arrangement, agreement, understanding, activity or relationship constitutes a PFPA. In so determining, 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.

In making a determination under these Regulations, FV may have regard to the substance of an arrangement rather than its form.

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.

For the avoidance of doubt, a relationship may be deemed a prohibited relationship regardless of whether it is documented in writing.

Any determination made by FV under these Regulations shall be final without a right to appeal.

7. INFORMATION REQUESTS

A Club must provide any information or documentation reasonably requested by FV for the purpose of assessing compliance with these Regulations as required by the Club Compliance By-Law.

8. REGULATIONS

The following Regulations govern the relationship between Club and any PFPA or Program Provider.

8.1 PFPA

In order to be eligible to compete in FV competitions, Clubs and their Club Officials must not have any contractual, financial or other relationship of any nature with a PFPA.

8.2 Club Governance

No Club Official, shall:

a) hold a governance, management, ownership or employment position with a Program Provider engaged by the Club; or

b) have any involvement in the management, operation or delivery of football programs conducted by a Program Provider on behalf of the Club.

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

8.3 Communication with FV

A Program Provider 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.

8.4 Facility Use and Leasing Arrangements

A Club must not sub-lease, licence or assign to a PFPA or Program Provider the use of public/council owned facilities otherwise allocated to the Club.

Where a PFPA or Program Provider conducts its own football activities or programs, it must enter into a separate agreement directly with the relevant public/council landowner, facility owner or venue operator.

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

8.5 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 PFPA or Program Provider must not collect, receive or process fees on behalf of a Club.

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 PFPA or Program Provider 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 team communication platform must not include the name, branding, logo or commercial identity of a PFPA or Program Provider.

8.6 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 PFPA or Program Provider.

Without limitation, the following descriptions are prohibited:

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

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

PFPA or Program Provider logos, branding, advertising or promotional material must not appear on:

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

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

8.7 Promotion of Relationships with PFPAs or Program Providers

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

A Club must not:

a) display PFPA or Program Provider 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 PFPA or Program Provider 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 PFPA or Program Provider for promotional or marketing purposes.

Where a PFPA or Program Provider 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. This includes any statement that implies a PFPA or Program Provider 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 Program Provider, 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 Program Provider.

8.8 Entering Teams on Behalf of a PFPA or Program Provider

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

Without limitation, a Club must not:

a) register players for the primary purpose of enabling a PFPA or Program Provider to participate in FV competitions;

b) enter a team that is selected, managed, controlled or operated by a PFPA or Program Provider;

c) represent or promote a team entered in a FV competition as being a PFPA or Program Provider team; or

d) facilitate access to FV competitions by a PFPA or Program Provider 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 PFPA or Program Provider, FV may have regard to the substance and practical operation of the arrangement, including the team's branding, coaching structure, player recruitment, funding arrangements, communication to players and their families, administration and decision-making authority.

9. SISTER CLUB RELATIONSHIP

Nothing in these Regulations prevents a Club from entering into or maintaining a Sister Club Relationship provided that:

a) the Sister Club is a football club registered with a national football association (Member Association) affiliated with FIFA;

b) Club retains ultimate control of its football programs, player registrations, team selection, coaching appointments and participation in FV competitions;

c) the relationship is primarily directed towards football development, coach education, technical support, cultural exchange, community engagement or player pathway opportunities;

d) the overseas or domestic partner club does not directly or indirectly operate, manage or control the Club's football program;

e) any branding, curriculum, methodologies or technical guidance provided by the partner club are implemented under the direction and control of the Club; and

f) participation in FV competitions remains through the Club and not through any third-party academy or commercial operator.

10. BREACHES AND SANCTIONS

Any breach of these Regulations shall be dealt with in accordance with the Club Compliance By-Law, as amended from time to time. Without limitation, FV may exercise any power, make any determination, or impose any consequence available to it under the Club Compliance By-Law in respect of a breach of these Regulations.

11. DISPENSATION

FV may, upon written application by a Club, grant a dispensation in respect of an existing arrangement that would otherwise not comply with these Regulations where FV is satisfied that exceptional circumstances exist.

Any dispensation may be granted in FV's absolute discretion, for a specified period and subject to such conditions as FV determines. FV may vary, withdraw or refuse a dispensation at any time.

12. AMENDMENT

FV may amend these Regulations from time to time.