



Club Participation Application & Agreement

This *Club Participation Application & Agreement* is established in accordance with Rule 7.7 of the AFL NSW/ACT Rules. To participate in the League's competitions, a Club must apply to affiliate with the League on an annual basis and in the form and on such conditions as determined by the League and AFL NSW/ACT from time to time pursuant to a Club Participation Agreement (Rule 8.1.2).

The Club hereby applies to field team/s in the Australian Football competition/s (**the Competitions**) comprising the league known as AFL Sydney Juniors (**the League**) administered and as directed by the AFL (NSW/ACT) Commission Ltd (ABN 53 086 839 385) (**AFL NSW/ ACT**) on the terms and conditions set out in the annexed Club Participation Agreement (**the Agreement**).

Club Details			
Club Legal Name		ABN	
Club Address			
Name of Club Person Executing Agreement		Position	
Email		Phone	
Signature		Date	

Club Documentation			
Constitution Attached	<input type="checkbox"/>	Financials Attached	<input type="checkbox"/>
Note: The Club must provide a copy of the Club's latest return to NSW Fair Trading (Form A12) or Access Canberra (Form AR), as applicable, or alternatively the latest financial statements (which, in either case must cover a period which ends no earlier than 12 months prior to the date of the application).			

Competition Information	
Competition(s)	

Term and Season			
Term	1 November 2021 – 31 October 2022	Season	2022

AFL NSW/ACT			
Application Approved	<input type="checkbox"/>	Name	
Application Not Approved	<input type="checkbox"/>	Signature	
Decision Date			

Note: On receipt by the Club of the acceptance of this Club Participation Application by AFL NSW/ACT, the terms of the Club Participation Agreement as annexed to that Application come into effect, as at the date of the acceptance by AFL NSW/ACT.



Club Participation Agreement

The Club hereby agrees to field team/s in the Australian Football competition/s (**the Competitions**) comprising the league known as AFL Sydney Juniors (**the League**) administered and as directed by the AFL (NSW/ACT) Commission Ltd (ABN 53 086 839 385) (**AFL NSW/ ACT**) on the following terms and conditions and for the Term as set out at Item 1 of the Schedule to this Club Participation Agreement (**the Agreement**).

Generally

1. The Club shall at all times:
 - (i) comply with and observe; and
 - (ii) use its best endeavours to ensure that each of its officers, players and volunteers (being persons concerned in or taking part in the administration, running or activities of the Club, whether paid or unpaid) comply with and observe;
 - (a) insofar as they affect the Club, any document, determination, resolution, policy, rule, regulation and by-law (**the Obligations**) of the AFL and AFL NSW/ ACT including the *AFL NSW/ ACT Rules* and the *AFL National State Community Football Policy Handbook*;
 - (b) all marketing and sponsorship commitments made on behalf of the Club by the AFL NSW/ ACT and/or the League in relation to the use of logos and trademarks and approved equipment and/or suppliers, as set out in this Agreement.
2. The Club shall at all times:
 - (i) ensure that its players compete in the League's Competitions as administered by the AFL NSW/ ACT in accordance with the *Laws of Australian Football* and *AFL NSW/ACT Rules*;
 - (ii) ensure that all players competing in the Competitions are registered and remain registered; and
 - (iii) maintain and ensure that each of its officers, players, officials, volunteers and spectators maintain a high and good reputation and not jointly or severally engage in any unbecoming conduct or conduct which is prejudicial or likely to be prejudicial to the interests of AFL NSW/ ACT, the League or the game of Australian Football.

Documents required for Affiliation

3. The Club must provide to AFL NSW/ ACT, accompanying the Application for affiliation or participation, a copy of the following documents:
 - (i) the Constitution or Articles of Association, as the case may be, which shall not be inconsistent with this Agreement or the Obligations of AFL NSW/ ACT, or the League. Where the Constitution or Articles of Association are subsequently amended, a copy of such amended document shall be provided to the AFL NSW/ ACT within 14 days of any such amendment;
 - (ii) the latest return to NSW Fair Trading (Form A12) or Access Canberra (Form AR), as applicable, or alternatively the latest financial statements (which, in either case must cover a period which ends no earlier than 12 months prior to the date of the Application).



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AFL NSW/ ACT and League Obligations

4. During the Term of this Agreement, and subject to the Club complying with the terms of this Agreement:
 - (i) the Club shall be entitled to exercise its rights and obligations pursuant to this Agreement without interference from AFL NSW/ ACT;
 - (ii) AFL NSW/ ACT will use its best endeavours to carry on and administer the Competitions (or such other competition/s) in a proper and efficient manner including administering an independent tribunal system and overseeing the competition management system;
 - (iii) AFL NSW/ ACT will ensure that all other Clubs affiliated in such Competitions observe and comply with the terms of their affiliation and participation;
 - (iv) AFL NSW/ ACT will use reasonable endeavours to timely communicate to the Club on all matters affecting the Club;
 - (v) AFL NSW/ ACT will provide the Club with benefits of AFL affiliation that are applicable from time to time; and
 - (vi) AFL NSW/ ACT will comply with all laws generally affecting the Competitions.

Acknowledgement of Club

5. The Club acknowledges and agrees that AFL NSW/ ACT may, after appropriate consultation with all Clubs in the Competition:
 - (i) enter into affiliation or participation agreements with other Clubs that may field team/s in the same Competitions as that of the Club;
 - (ii) enforce minimum standards and/ or criteria for participation in specific Competitions; and/ or
 - (iii) restructure the Competitions as may be required for the proper administration of such Competitions.

Football Operations

6. The Club must not field a team/s in any competition or matches, or play in any match other than in the Competitions unless otherwise approved by AFL NSW/ ACT.
7. The Club must establish appropriate, training, playing and administrative facilities and with respect to any venue, must not, directly or indirectly, enter into, or benefit from any agreement or understanding with a competitor of a sponsor of the AFL NSW/ ACT in respect of sponsorship, advertising or promotion, including signage unless otherwise approved by the League.

Fees and Finances

8. The Club agrees to pay to the AFL NSW/ ACT annual fees for affiliation and such other costs including insurance and expenses as may be determined by the AFL NSW/ ACT from time to time.
9. The AFL NSW/ ACT may from time to time, in their absolute discretion, provide funding to the Club in order to assist the Club to conduct its operations as provided for under this Agreement and may



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impose, vary or revoke any conditions in relation to the provision of such funding. To the extent that any moneys due by the Club to the AFL NSW/ ACT remain outstanding, the AFL NSW/ ACT may offset same against any such funding.

10. The Club shall, during the Term of this Agreement, observe and maintain proper financial records and keep its financial records in proper order, and comply with any financial systems as may be required by AFL NSW/ ACT.

Intellectual property and sponsors

11. In this Agreement, **AFL Trademark** means any trademarks and designs (whether registered or unregistered) and/or the trade names, trademark applications and logos owned by the Australian Football League (ACN 004 155 211) (**AFL**) or AFL NSW/ ACT and such marks, designs or logos notified in writing by AFL NSW/ ACT to the Club during the term of this Agreement as being included in this definition, and **Club Trademark** means any trademarks and designs (whether registered or unregistered) and/or the trade names, trademark applications and logos owned by the Club and such marks, designs or logos notified in writing by the Club to AFL NSW/ ACT during the Term of this Agreement as being included in this definition.
12. The Club must not be a party to, or benefit from, either directly or indirectly, any agreement or arrangement that prejudices any AFL Trademark or Club Trademark. The Club will not either directly or indirectly enter into any agreement, arrangement or understanding in respect of sponsorship, advertising or promotion with a competitor of a major sponsor or partner of AFL NSW/ ACT and/or the League, or any competition administered by AFL NSW/ ACT or the League without the prior written approval of AFL NSW/ ACT.
13. The Club will not enter into any contract, arrangement, agreement or understanding with any person, including any legal entity, for the supply, endorsement, approval or sponsorship of goods or services of the type provided by or associated with the operation of AFL NSW/ ACT's major sponsors or partners, unless previously approved in writing by AFL NSW/ ACT.
14. The provisions in clauses 11-13 survive the termination of this Agreement.
15. The Club grants to the AFL NSW/ ACT a non-exclusive licence to utilise and reproduce the Club Trademark for the reasonable purpose of the administration and promotion of the Competition/s during the Term of this Agreement. Such licence will automatically cease upon the termination of this Agreement.
16. Subject to the compliance by the Club with this Agreement, the AFL NSW/ ACT hereby grants the Club a non-exclusive licence to reproduce the AFL Trademarks for the sole purpose of the promotion of the Competition/s and the game of Australian Football. Such licence will automatically cease upon the termination of this Agreement.

Gambling and Betting

17. The Club will use its best endeavours to ensure that its players, coaches and officials do not, directly or indirectly, engage in any:
 - (i) bet, wager, gamble or any other form of financial speculation where the relevant person stands to win or gain from the win, draw or loss of any Club competing in a Competition match;
 - (ii) the throwing or fixing of a Competition match; or



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- (iii) any conduct or behaviour intended to unfairly affect the result of a Competition match, including accepting or agreeing to accept any benefit connected with or relating to the ability of a member to exercise control over or influence the outcome of a Competition match so as to bring about a result other than that which would be achieved in a fair contest between the competing teams.

Insurance

- 18. The Club shall take out and maintain such policies of insurance as may be reasonably required by AFL NSW/ ACT and shall provide evidence of the terms of such policies and their renewal within 14 days of any request.
- 19. The Club agrees to participate in the AFL's National Insurance Protection Program as procured by AFL or AFL NSW/ ACT on behalf of the Club, including paying the costs of such participation.

Indemnity

- 20. The Club hereby indemnifies AFL NSW/ ACT from all and any claims, liabilities, suits, losses, expenses, actions, responsibilities or damages by reason of any claim, proceedings, action, liability or injury arising out of the Club's conduct of the Club's operations or as a result of the Club's relations with any third party or as a result of any breach of this Agreement by the Club, except where the same is occasioned by or results from any cause beyond the Club's reasonable control.

Liability of AFL NSW/ ACT

- 21. AFL NSW/ ACT is not liable to the Club for any loss by the Club caused by AFL NSW/ ACT failing to observe the terms and conditions of this Agreement on its part to be observed and performed where such failure is occasioned by any cause beyond AFL NSW/ ACT's reasonable control.

Term and Termination

- 22. AFL NSW/ ACT may terminate this Agreement at any time after each football season by giving 3 month's written notice to the Club. No reasons are required to be provided by AFL NSW/ ACT. The Club acknowledges and agrees that this Agreement does not create a right or expectation of continued participation in any particular Competitions or any future competition/s administered by AFL NSW/ ACT.
- 23. The Term of the Agreement is for the period as set out in Item 1 of the Schedule.
- 24. Notwithstanding the above, immediately upon notice where:
 - (i) the Club unreasonably fails to duly and promptly comply with its Obligation in this Agreement;
 - (ii) if the Club or any of its officers, players, official or volunteers does or permits to be done any act or thing which reflects unfavourably upon the reputation, standing or goodwill of AFL NSW/ ACT or the game of Australian Football or engages in any unbecoming conduct or conduct which is prejudicial or likely to be prejudicial to the interests of AFL NSW/ ACT, the AFL or the playing of Australian Football;
 - (iii) any event occurs which in the opinion of the AFL NSW/ ACT materially and prejudicially affects the financial position of the Club or the ability of the Club to duly and promptly observe and perform any of its obligations under this Agreement;



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- (iv) AFL NSW/ ACT is of the opinion that the Club is otherwise unable to pay its debts as and when they fall due;
- (v) AFL NSW/ ACT is of the opinion that the Club is unable to field a team(s) in the Competition administered by AFL NSW/ ACT;
- (vi) the Club threatens to or ceases to carry on all or part of its operations or disposes of the whole or any substantial part of its assets.

No Assignment

25. This participation licence is personal to the Club and the Club shall not assign or grant any sub-licence or otherwise deal with or transfer any of its rights or interests under this Agreement without the prior written consent of AFL NSW/ ACT, which consent may be granted or withheld in the absolute discretion of AFL NSW/ ACT.

No Waiver

26. No waiver by AFL NSW/ ACT of any default in the strict and literal performance or compliance with any of the obligations on the part of the Club to be observed in this Agreement shall be deemed to be a waiver of the strict and literal performance of and compliance with any other obligation, nor to be a waiver of or in any manner release the Club from strict compliance with any obligation in the future nor shall any delay or omission by AFL NSW/ ACT to exercise any rights under this Agreement in any manner impair the exercise of any such rights accruing to it thereafter.

Invalidity

27. In the event of the invalidity of any part, clause or provision of this Agreement, such invalidity shall not affect the enforcement of any other part or provision of this Agreement and this Agreement shall operate to the maximum extent it can validly do so.

Entire Agreement

28. This Agreement constitutes the entire Agreement between AFL NSW/ ACT and the Club.



Club Participation Agreement

SCHEDULE

Item 1 Term: 1 November 2021 to 31 October 2022

Item 2 Season: 2022