



**FOOTBALL
NSW**



Application Form & Agreement

2019/20 TAFE NSW Summer Football Season
Terms and Conditions

TERMS AND CONDITIONS

BACKGROUND

- A. The Competition Administrator wishes to conduct the event at the locations and on the dates specified in the Application Form (**Event**).
- B. The Competition Administrator requires Football NSW's endorsement to conduct the Event (**Endorsement**).
- C. Football NSW has agreed to provide the Endorsement to the Competition Administrator on the terms of this agreement.

IT IS AGREED as follows:

1. Endorsement

Subject to the Competition Administrator complying with its obligations under this agreement, Football NSW agrees to provide the Endorsement for the Event to the Competition Administrator from the date Football NSW endorses the Event to the completion of the Event.

2. Fees

- (a) In consideration of Football NSW providing the Endorsement to the Competition Administrator, the Competition Administrator will pay to Football NSW the Fees in accordance with Circular 19/05 issued by Football NSW on 10 July 2019.
- (b) In the event that the Competition Administrator fails to make payment of any amount payable to Football NSW by the due date (**Financial Default**) then the Competition Administrator will be liable to pay interest on the amount outstanding from the date of such Financial Default until the date payment is made. Interest will be payable at the existing Reserve Bank interest rate for each month or part of a month during which any such payment is overdue.
- (c) If the Competition Administrator is in Financial Default by more than ninety (90) days from the date the payment is due and payable, Football NSW may:
 - i. suspend the Endorsement until the Financial Default is rectified; and/or
 - ii. impose such other sanctions or penalties on it as the Board may determine at its absolute discretion (including, but not limited to, suspension of insurances).

3. Player Registration

Competition Administrators are required to ensure their players are registered on PlayFootball. All registrations are to be made under packages that have been set up in accordance with the TAFE NSW Summer Football Registration Process Document issued by Football NSW on 10 July 2019, a copy of which can be located on the TAFE NSW Summer Football website. This includes ensuring that all Fees Packages have been grouped with the appropriate TAFE NSW Summer Football Fee in PlayFootball.

4. Obligations of the Event Organiser

4.1 Competition Structure

The Competition Administrator must prepare a competition structure covering matters including, but not limited to, the guidelines set out in the Football NSW Summer Football Regulations issued by Football NSW on 10 July 2019, a copy of which can be located on the TAFE NSW Summer Football website. A copy of the Competition Administrator's competition structure must be sent to Aaron Dibdin at aarond@footballnsw.com.au prior to the start of the Event.

4.2 Conduct of Competitions

- (a) The Competition Administrator undertakes to conduct the Event in compliance with the relevant Football NSW rules and regulations and any legislative requirements such as workplace health and safety and member protection obligations (including Working with Children legislation).
- (b) The Competition Administrator agrees to be bound by and to comply with all relevant Football NSW rules and regulations, and the Competition Administrator, its teams and players must submit exclusively to the jurisdiction of the TAFE NSW Summer Football Grievance and Disciplinary Regulations and the Football NSW Grievance and Disciplinary Regulations.
- (c) The Competition Administrator also undertakes to promote and present the Event in a professional manner that is attractive to the public and enhances the image of football in its region.
- (d) The Competition Administrator undertakes to promptly advise Football NSW of any claim made by it or one of its teams or players under any relevant insurance policy issued through Football NSW and to keep Football NSW informed of the progress of any such claim.
- (e) Football NSW will appoint a delegate who will assist the Competition Administrator in the running or administration of the Event.

4.3 Use of TAFE NSW Summer Football Logo and Football NSW Logo

The Competition Administrator may use the TAFE NSW Summer Football logo and the Football NSW corporate logo on all printed material and on its website or other promotional material subject to receiving prior approval from Football NSW.

5. Sponsor Benefits

TAFE NSW is the naming rights sponsor of Football NSW's Summer Football program.

The Competition Administrator acknowledges and agrees that Football NSW aims to promote the economic viability and growth of TAFE NSW Summer Football by centrally exploiting certain revenue streams in accordance with the terms of this agreement. The Competition Administrator acknowledges and agrees that it must provide assist Football NSW to exploit Football NSW's commercial rights. The sponsorship with TAFE NSW allows Football NSW to provide each Competition Administrator with a variety of benefits, including but not limited to, a range of TAFE NSW branded equipment (set out

in SCHEDULE A) which is to be used to facilitate competitions. The Competition Administrator acknowledges and agrees to do the following at each of its centres:

- a) display a minimum of two (2) TAFE NSW Summer Football “feather” banners on each day of operation;
- b) exclusively use the official TAFE NSW Summer Football match balls for all games; and
- c) exclusively use the TAFE NSW Summer Football player bibs.

The Competition Administrator must submit to Football NSW evidence of compliance through the submission of photos or other materials to Aaron Dibdin at aarond@footballnsw.com.au.

The Competition Administrator acknowledges and agrees that failure to comply with the abovementioned requirements may cause the sponsorship agreement with TAFE NSW to be terminated which will result in the loss of commercial benefits to Football NSW and the Competition Administrator.

The Competition Administrator acknowledges and agrees that failure to comply with the abovementioned requirements may result in the termination of this agreement by Football NSW in accordance with Section 7 (below).

The Competition Administrator acknowledges that representatives of TAFE NSW will be inspecting affiliated centres from time to time to report on compliance with the abovementioned requirements. Should Football NSW receive a report that an inspected affiliated centre was in breach, Football NSW will be required to investigate.

6. Warranties

- (a) The Competition Administrator represents and warrants to Football NSW that the Event will be carried out in a proper, competent and professional manner and in compliance with relevant Football NSW rules and regulations.
- (b) The Competition Administrator represents, covenants and warrants that:
 - i. it will fully and expeditiously perform and discharge each of its obligations under this agreement;
 - ii. it will comply with all applicable laws and regulations governing the event;
 - iii. notwithstanding anything in this agreement, it will be, and will remain, responsible for all obligations and liabilities associated with the Event;
 - iv. it will at all times remain responsible for the financial viability of the Event and all financial results of the Event including, but not limited to, any profit or loss which may arise from the conduct of the Event; and
 - v. it has secured all necessary permits, approvals and licences (**Approvals**) from third parties necessary to conduct the Event at the Event location(s).

7. Cancellation of Endorsement

Football NSW may terminate this agreement with immediate effect by giving notice to the Competition Administrator, if:

- i. the Competition Administrator breaches any term of this agreement capable of remedy and fails to remedy the breach within 7 days, or such other time as the Football NSW considers reasonable, after receiving written notice requiring it to do so;
 - ii. the Competition Administrator breaches any material term of this agreement not capable of remedy; or
 - iii. an insolvency event happens to the Competition Administrator (whether or not notified).
- (a) Notwithstanding clause 7(a), Football NSW may terminate this agreement immediately by giving the Competition Administrator notice if the Competition Administrator, or any person that is associated with it, including its officers, agents and employees, in the reasonable opinion of Football NSW:
- i. has engaged in conduct that may bring Football NSW into disrepute, contempt, scandal or ridicule or which is contrary to the best interests of Football NSW;
 - ii. is involved in a public controversy that has resulted in critical, negative or unfavourable reporting in the media or is otherwise engaged in conduct that may bring it into disrepute, contempt, scandal or ridicule;
 - iii. engages in serious or willful misconduct; or
 - iv. otherwise adversely affects, injures or prejudices the reputation of Football NSW or any agent, director, officer, employee, sponsor or partner of Football NSW.

8. Indemnity

The Competition Administrator agrees to indemnify, and keep indemnified, Football NSW and its directors, officers, servants, employees and agents against all actions, claims and demands (including the cost of defending or settling any action, claim or demand) which may be instituted against Football NSW arising out of:

- (a) the breach or performance by the Competition Administrator of its obligations under this agreement;
- (b) the negligence of the Competition Administrator and its directors, officers, servants, agents, employees or any sub-contractor or any other person for whose acts or omissions the Competition Administrator is vicariously liable; or
- (c) any claim or demand by the Competition Administrator's directors, officers, servants, employees or agents or their personal representatives or dependents arising out of the performance of this agreement.

9. Audit and Inspection

- (a) Upon giving reasonable notice to the Competition Administrator, the Competition Administrator agrees that Football NSW may conduct (and the Competition Administrator must permit) an audit and inspection of the Competition Administrator's records, documents and other information in relation to Registrations (at the Competition Administrator's premises or at any other place which may be agreed between the parties).
- (b) The Competition Administrator acknowledges and agrees that in connection with any audit or inspection, it must:
 - i. provide all reasonable assistance to Football NSW and its representatives, including access to relevant Competition Administrator personnel; and
 - ii. answer (in writing, if requested) any reasonable questions raised by Football NSW or its representatives in connection with the audit or inspection.
- (c) If any audit or inspection reveals that the Competition Administrator has understated the total number of Registrations for the relevant period, or retained monies to which it is not entitled under this agreement by an amount of 3% or more (with respect to the correct figure), the Competition Administrator agrees:
 - i. that an appropriate adjustment will be made by the Competition Administrator to the amount payable to Football NSW; and
 - ii. that the Competition Administrator will be responsible for Football NSW's audit and inspection costs, and that it must promptly reimburse Football NSW for those costs.

SCHEDULE A:

Football NSW will supply the following TAFE NSW Summer Football equipment to the Competition Administrator:

- Minimum of two (2) TAFE NSW Summer Football “feather” banners (**NOTE:** Competition Administrators received these last season and are to reuse these);
- Size 3, 4, & 5 TAFE NSW Summer Football branded balls;
- TAFE NSW Summer Football branded player bibs; and
- TAFE NSW Summer Football ball bags;